UNITED NATURAL FOODS INC (UNFI)

10-K

Annual report pursuant to section 13 and 15(d)
Filed on 09/27/2010
Filed Period 07/31/2010

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

FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended July 31, 2010

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from   to
Commission File Number: 0-21531

UNITED NATURAL FOODS, INC.
(Exact name of registrant as specified in its charter)

Delaware	**05-0376157**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

313 Iron Horse Way, Providence, RI 02908
(Address of principal executive offices)(Zip Code)

Registrant's telephone number, including area code:
(401) 528-8634

Securities registered pursuant to Section 12(b) of the Act:
Common Stock, par value $0.01 per share

Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☐ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer ☒	Accelerated Filer ☐
Non-accelerated Filer ☐ (Do not check if a smaller reporting company)	Smaller Reporting Company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the common stock held by non-affiliates of the registrant was $1,165,070,685 based upon the closing price of the registrant's common stock on the Nasdaq Global Select Market® on January 29, 2010. The number of shares of the registrant's common stock, par value $0.01 per share, outstanding as of September 7, 2010 was 43,552,259.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive Proxy Statement for the Annual Meeting of Stockholders to be held on December 16, 2010 are incorporated herein by reference into Part III of this Annual Report on Form 10-K.

UNITED NATURAL FOODS, INC.

FORM 10-K

TABLE OF CONTENTS

Table of Contents

PART I.

ITEM 1. BUSINESS

Overview

We believe we are the leading distributor based on sales of natural, organic and specialty foods and non-food products in the United States and Canada. We operate twenty-eight distribution centers, representing approximately 7.6 million square feet of warehouse space, which we believe provide us with the largest capacity of any North American-based distributor in the natural, organic and specialty products industry. We carry more than 60,000 high-quality natural, organic and specialty products, consisting of national, regional and private label brands in six product categories: grocery and general merchandise, produce, perishables and frozen foods, nutritional supplements and sports nutrition, bulk and foodservice products and personal care items. We serve more than 23,000 customer locations primarily located across the United States and Canada which can be classified as follows:

- independently owned natural products retailers, which include buying clubs;
- supernatural chains, which consist solely of Whole Foods Market, Inc. ("Whole Foods Market");
- conventional supermarkets and mass market chains; and
- other, which includes foodservice and international customers outside of Canada.

We were the first organic food distribution network in the United States designated as a "Certified Organic Distributor" by Quality Assurance International, Inc. ("QAI"). This process involved a comprehensive review by QAI of our operating and purchasing systems and procedures. This certification covers all of our broadline distribution centers in the US, except our UNFI Specialty distribution centers. Four of our Canadian distribution centers are certified by either QAI or Ecocert Canada, while the remaining distribution center sells only Kosher foods and is therefore not certified organic.

Since the formation of our predecessor in 1976, we have expanded our distribution network, product selection and customer base both organically and through acquisitions. Since fiscal year 2000, our net sales have increased at a compounded annual growth rate ("CAGR") of 15.3%. In recent years, our sales to existing and new customers have increased through the continued growth of the natural products industry in general, increased market share as a result of our high-quality service and broader product selection, the expansion of our existing distribution centers, the construction of new distribution centers and the development of our own line of natural and organic branded products. Through these efforts, we believe that we have broadened our geographic penetration, expanded our customer base, enhanced and diversified our product selection and increased our market share.

We have been the primary distributor to Whole Foods Market, for more than 12 years. Effective June 2, 2010, we amended our distribution agreement with Whole Foods Market to extend the term of the agreement for an additional seven years. Under the terms of the amended agreement, we will continue to serve as the primary wholesale natural grocery distributor to Whole Foods Market in its United States regions where we were serving as the primary distributor at the time of the amendment. The amendment extended the expiration date of the agreement from September 25, 2013 to September 25, 2020. On July 28, 2010, we announced that we had entered into an asset purchase agreement under which we have agreed to acquire certain distribution and related assets of Whole Foods Market Distribution, Inc. previously used for their self-distribution of non-perishables in their Rocky Mountain and Southwest regions and have undertaken to become the primary distributor in these regions. Consummation of the transaction is subject to certain customary closing conditions, and is expected to occur in late September 2010 in the case of the Southwest region and early October 2010 in the case of the Rocky Mountain region. Following the closing of this transaction, we will serve as the primary distributor to Whole Foods Market in all of its regions in the United States. Our relationship with Whole Foods Market was expanded to cover the former Wild Oats Markets, Inc. ("Wild Oats Markets") stores retained by Whole Foods Market following Whole Foods Market's merger with Wild Oats Markets in August 2007. We had served as the primary distributor of natural and organic foods and non-food products to Wild Oats Markets prior to the merger.

On June 11, 2010, we acquired certain Canadian food distribution assets of the SunOpta Distribution Group business ("SDG") of SunOpta Inc. ("SunOpta") (the "SDG assets"), through our wholly-owned subsidiary, UNFI Canada, Inc. ("UNFI Canada"). With the acquisition, we believe we are the largest distributor of natural, organic and specialty foods, including kosher foods, in Canada. This was a strategic acquisition as UNFI Canada provides us with an immediate platform for growth in the Canadian market.

On November 2, 2007, we acquired Distribution Holdings, Inc. and its wholly-owned subsidiary Millbrook Distribution Services, Inc. ("DHI"), which we now refer to as UNFI Specialty Distribution Services ("UNFI Specialty"). Through UNFI Specialty, we distribute specialty food items (including ethnic, kosher, gourmet, organic and natural foods), health and beauty care items and other non-food items. We believe that the acquisition of DHI accomplished certain of our strategic objectives, including accelerating our expansion into a number of high-growth business segments and establishing immediate market share in the fast-growing specialty foods market. Due to our expansion into specialty foods, during fiscal 2010 we gained new business with a number of conventional supermarkets that previously had not done business with us because we did not distribute specialty products. We believe that UNFI Specialty's customer base enhances our conventional supermarket business channel and that our complementary product lines present opportunities for cross-selling. See "Our Operating Structure—Wholesale Division" for further information regarding this acquisition and our specialty distribution business.

We operate 12 natural products retail stores within the United States, located primarily in Florida (with two locations in Maryland and one in Massachusetts), through our subsidiary, Natural Retail Group, Inc. ("NRG"). We also operate one natural product retail store, Drive Organics, in Vancouver, British Columbia. We believe that our retail business serves as a natural complement to our distribution business because it enables us to develop new marketing programs and improve customer service. In addition, our United Natural Trading Co. subsidiary, which does business as Woodstock Farms Manufacturing, specializes in the international importation, roasting, packaging and distribution of nuts, dried fruit, seeds, trail mixes, granola, natural and organic snack items and confections.

We are a Delaware corporation based in Providence, Rhode Island and we conduct business through our various wholly owned subsidiaries. We operated twenty-eight distribution centers at 2010 fiscal year end. We believe that our distribution centers provide us with the largest capacity of any distributor of natural, organic and specialty products in the United States or Canada. In July 2010, our newest distribution center, located in Lancaster, Texas commenced operations and began receiving product. Shipments to customers from this facility commenced in late September 2010. With the opening of our Lancaster, Texas facility and following our acquisition in Canada, we have increased our distribution capacity to approximately 7.6 million square feet. Unless otherwise specified, references to "United Natural Foods," "we," "us," "our" or "the Company" in this Annual Report on Form 10-K include our consolidated subsidiaries. See the financial statements and notes thereto included in "Item 8. Financial Statements and Supplementary Data" of this Report for information regarding our financial performance.

The Natural Products Industry

The natural products industry encompasses a wide range of products including organic and non-organic foods, nutritional, herbal and sports supplements, toiletries and personal care items, naturally-based cosmetics, natural/homeopathic medicines, pet products and cleaning agents. According to *The Natural Foods Merchandiser*, a leading natural products industry trade publication, sales for all types of natural products were $76.1 billion in 2009 and the industry has grown at a CAGR of 10.5% over the last ten years. We believe the growth rate of the natural products industry has outpaced the growth of the overall food-at-home industry as a result of the increasing demand by consumers for a healthy lifestyle, food safety and environmental protection.

Our Operating Structure

Our operations are comprised of three principal operating divisions. These operating divisions are:

- our wholesale division, which includes our broadline natural and organic distribution business; UNFI Specialty, which is our specialty distribution business in the Eastern and Midwestern portions of the United States; UNFI Canada, which is our natural, organic and specialty business in Canada; Albert's Organics, Inc. ("Albert's"), which is a leading distributor of organically grown produce and perishable items; and Select Nutrition, which distributes vitamins, minerals and supplements;

- our retail division, consisting of NRG, which operates our 12 natural products retail stores within the United States; and

- our manufacturing division, consisting of Woodstock Farms Manufacturing, which specializes in the international importation, roasting, packaging and distribution of nuts, dried fruit, seeds, trail mixes, granola, natural and organic snack items and confections, and our Blue Marble Brands product lines.

Wholesale Division

Our broadline distribution business is organized into three regions—our Eastern Region, our Western Region and our Canadian region. We distribute natural, organic and specialty products in all of our product categories to customers in the Eastern and Midwestern portions of the United States through our Eastern Region and to customers in the Western and Central portions of the United States through our Western Region. Our Canadian Region distributes natural, organic and specialty products in all of our product categories to all of our customers in Canada. As of our 2010 fiscal year end, our Eastern Region operated seven distribution centers, which provided approximately 2.6 million square feet of warehouse space, our Western Region operated six distribution centers, which provided approximately 2.3 million square feet of warehouse space and our Canadian Region operated five distribution centers, which provided approximately 0.3 million square feet of warehouse space.

We acquired our specialty distribution business, which we refer to as UNFI Specialty, through our acquisition of DHI on November 2, 2007. Our UNFI Specialty division operates distribution centers located in Massachusetts and Arkansas, which provide approximately 1.4 million square feet of warehouse space, serving customers primarily throughout the Eastern and Midwestern portions of the United States. Through UNFI Specialty, we distribute specialty food items (including ethnic, kosher, gourmet, organic and natural foods), health and beauty care items and other non-food items. We have also continued the integration of UNFI Specialty and specialty products are now being sold through our broadline distribution centers.

Through Albert's, we distribute organically grown produce and non-produce perishables, such as organic milk, dressings, eggs, juices, poultry and various other refrigerated specialty items. Albert's operates out of eight distribution centers strategically located in all regions of the United States, and is designated as a "Certified Organic Distributor" by QAI.

Through Select Nutrition, we distribute more than 14,000 health and beauty aids, vitamins, minerals and supplements from distribution centers in Pennsylvania and California.

Certain of our distribution centers are shared by multiple operations within our wholesale division.

Retail Division

We operate 12 natural products retail stores within the United States, located primarily in Florida (with two locations in Maryland and one in Massachusetts), through NRG. We also operate a retail store in Vancouver, British Columbia within Canada that is reflected within our wholesale division. We believe that our retail business serves as a natural complement to our distribution business because it enables us to develop new marketing programs and improve customer service.

We believe our retail stores have a number of advantages over their competitors, including our financial strength and marketing expertise, the purchasing power resulting from group purchasing by stores within NRG and the breadth of our product selection.

We believe that we benefit from certain advantages in acting as a distributor to our retail stores, including our ability to:

- control the purchases made by these stores;
- expand the number of high-growth, high-margin product categories, such as produce and prepared foods, within these stores; and
- stay abreast of the trends in the retail marketplace, which enables us to better anticipate and serve the needs of our wholesale customers.

Additionally, as the primary natural products distributor to our retail locations, we realize significant economies of scale and operating and buying efficiencies. As an operator of retail stores, we also have the ability to test market select products prior to offering them nationally. We can then evaluate consumer reaction to the product without incurring significant inventory risk. We also are able to test new marketing and promotional programs within our stores prior to offering them to our wholesale customer base.

Manufacturing Division

Our subsidiary Woodstock Farms Manufacturing specializes in the international importation, roasting, packaging and distribution of nuts, dried fruit, seeds, trail mixes, granola, natural and organic snack items and confections. We sell these items in bulk and through private label packaging arrangements with large health food, supermarket and convenience store chains and independent owners. We operate an organic (USDA and QAI) and kosher (Circle K) certified packaging, roasting, and processing facility in New Jersey.

Our Blue Marble Brands product lines address certain needs or preferences of customers of our wholesale division, which are not otherwise being met by other suppliers. We carry over 25 brand names, representing over 900 unique products. Our Blue Marble Brands products are sold through our wholesale division, through third-party distributors in the natural, organic and specialty industry and directly to retailers. Our Field Day brand is only sold to customers in our independent channel, and is meant to serve as a private label brand for independent retailers to allow them to compete with conventional supermarkets which often have their own private label store brands.

Our Competitive Strengths

We believe we distinguish ourselves from our competitors through the following strengths:

We are the market leader with a nationwide presence in the United States and Canada.

We believe that we are the largest distributor of natural, organic and specialty products by sales in the United States and Canada, and one of the few distributors capable of meeting the natural, organic and specialty product needs of local and regional customers, supermarket chains, and the rapidly growing supernatural chain. We completed the build-out of our distribution system in July 2010 with the opening of our facility in Lancaster, Texas. We believe that our network of twenty-eight distribution centers (including five in Canada) creates significant advantages over smaller and regional distributors. Our nationwide presence across the United States and Canada allows us to offer marketing and customer service programs across regions, offer a broader product selection and provide operational excellence with high service levels and same day or next day on-time deliveries.

We are an efficient distributor.

We believe that our scale affords us significant benefits within a highly fragmented industry, including volume purchasing opportunities and warehouse and distribution efficiencies. Our continued growth has allowed us to expand our existing facilities and open new facilities to achieve maximum operating efficiencies, including reduced fuel and other transportation costs, and has created sufficient capacity for future growth. Recent efficiency improvements include the centralization of general and administrative functions, the consolidation of systems applications among physical locations and regions and the optimization of customer distribution routes, all of which reduced expenses. We have made significant investments in our people, facilities, equipment and technology in order to broaden our footprint and enhance the efficiency of our operations. Key examples include the following:

- We opened our Sarasota, Florida warehouse in the first quarter of fiscal 2008 in order to reduce the geographic area served by our Atlanta, Georgia facility.
- Our 237,000 square foot distribution center in Ridgefield, Washington commenced operations in December 2007 and serves as a regional distribution hub for customers in Portland, Oregon and other Northwest markets.
- Our 613,000 square foot distribution center in Moreno Valley, California commenced operations in September 2008 and serves our customers in Southern California, Arizona, Southern Nevada, Southern Utah, and Hawaii.
- Our 675,000 square foot distribution center in York, Pennsylvania commenced operations in January 2009, and replaced our New Oxford, Pennsylvania facility serving customers in New York, New Jersey, Pennsylvania, Delaware, Maryland, Ohio, Virginia, and West Virginia.
- In April 2009, we successfully relocated our UNFI Specialty distribution facility in East Brunswick, New Jersey to our York, Pennsylvania distribution center, creating our first fully integrated facility offering a full assortment of natural, organic, and specialty foods.
- In September 2009, we commenced operations at a new facility in Charlotte, North Carolina serving Albert's customers in North Carolina, South Carolina, Georgia, Tennessee, and Virginia.
- In connection with the acquisition of the SDG assets in June 2010, we acquired five distribution facilities which provided a nationwide presence in Canada with approximately 272,000 square feet of distribution space and the ability to serve all major markets in Canada.
- Finally, in July 2010, we commenced operations at a new facility in Lancaster, Texas serving customers throughout the Southwestern United States, including Texas, Oklahoma, New Mexico, Arkansas and Louisiana. During July 2010 we also entered into an agreement to begin operating the Whole Foods Market Distribution, Inc. distribution facility in Denver, Colorado, and expect to begin servicing Whole Foods Market locations from that facility by the end of October 2010.

We have extensive and long-standing customer relationships and provide superior service.

Throughout the 34 years of our, and our predecessors' operations, we have developed long-standing customer relationships, which we believe are among the strongest in our industry. In particular, we have been the primary supplier of natural and organic products to the largest supernatural chain in the United States, Whole Foods Market, for more than 12 years. A key driver of our strong customer loyalty is our superior service levels, which include accurate fulfillment of orders, timely product delivery, competitive prices and a high level of product marketing support. Our average distribution in-stock service level for fiscal year 2010, measured as the percentage of items ordered by customers that are delivered by the requested delivery date (excluding manufacturer out-of-stocks), was approximately 98%. We believe that our high distribution service levels are attributable to our experienced purchasing departments and sophisticated warehousing, inventory control and distribution systems. Furthermore, we offer next-day delivery service to a majority of our active customers and offer multiple deliveries each week to our largest customers, which we believe differentiates us from many of our competitors.

We have an experienced, motivated management team and employee base.

Our management team has extensive experience in the retail and distribution business, including the natural and specialty product industries. On average, our senior management team has approximately 16 years of experience in the retail, natural products or distribution industry. In addition, we believe our employee base is highly motivated as our Employee Stock Ownership Trust beneficially owns approximately 5.6% of our common stock. Furthermore, a significant portion of our employees' compensation is equity based or performance based, and, therefore, there is a substantial incentive to continue to generate strong growth in operating results in the future.

Our Growth Strategy

We seek to maintain and enhance our position within the natural and organic industry in the United States and Canada and to increase our market share in the specialty products industry. Since our formation, we have grown our business through the acquisition of a number of distributors and suppliers, which has expanded our distribution network, product selection and customer base. For example, we acquired our Albert's, NRG, Woodstock Farms Manufacturing, and UNFI Specialty businesses and, during fiscal 2010, we acquired the assets that comprise UNFI Canada.

To implement our growth strategy, we intend to continue increasing our leading market share of the growing natural and organic products industry by expanding our customer base, increasing our share of existing customers' business and continuing to expand and further penetrate new distribution territories, particularly in the Mid-Atlantic and Southwestern United States markets and Canadian markets. We plan to expand our presence within the specialty industry by offering new and existing customers a single wholesale distributor capable of meeting their specialty and natural and organic product needs on a national or regional basis. Key elements of our strategy include:

Expanding Our Customer Base

As of July 31, 2010, we served more than 23,000 customer locations primarily in the United States and Canada. We plan to expand our coverage of the highly fragmented natural and organic and specialty products industries by cultivating new customer relationships within these industries and by further developing our existing channels of distribution, such as independent natural products retailers, conventional supermarkets, mass market outlets, institutional foodservice providers, buying clubs and gourmet stores. With the coordinated distribution of our specialty products with our natural and organic products, which commenced with the integration of our York, Pennsylvania facility in April 2009, we believe that we have the opportunity to continue gaining market share in the conventional supermarket channel as the result of our ability to offer an integrated and efficient distribution solution for our customers. In fiscal 2010 we gained new business from a number of conventional supermarket customers, including Giant-Landover, Shop-Rite and Kings, partially as a result of our complementary product selection.

Increasing Our Market Share of Existing Customers' Business

We believe that we are the primary distributor of natural and organic products to the majority of our natural products customer base, including to Whole Foods Market, our largest customer. We intend to maintain our position as the primary supplier for a majority of our customers, and add to the number of customers for which we serve as primary supplier, by offering the broadest product selection in our industry at competitive prices. With the expansion of UNFI Specialty, we believe that we have the ability to further meet our existing customers' needs for specialty foods and products as well as certain general merchandise, representing an opportunity to accelerate our sales growth within the conventional supermarket, supernatural and independent channels.

Continuing to Improve the Efficiency of Our Nationwide Distribution Network

We have invested in excess of $200 million in our distribution network and infrastructure over the past five fiscal years. We completed the build-out of our nationwide distribution system in July 2010 with the opening of our facility in Lancaster, Texas which began serving customers in late September 2010. Our Lancaster facility is the first facility to use our national supply chain platform and warehouse management system which we plan to implement throughout our network over the next few years and which we believe will further enhance the efficiency of our network. Although our distribution network services all markets in the United States and Canada, we will continue to selectively evaluate opportunities to build or lease new facilities or to acquire distributors to better serve existing markets. Further, we will maintain our focus on realizing efficiencies and economies of scale in purchasing, warehousing, transportation and general and administrative functions, which, combined with incremental fixed cost leverage, should lead to continued improvements in our operating margin.

Expanding into Other Distribution Channels and Geographies

We believe that we will be successful in expanding into the foodservice channel as well as further enhancing our presence outside of the United States and Canada. We will continue to seek to develop regional relationships and alliances with companies such as Aramark Corporation, the Compass Group North America, and Sodexho Inc. in the foodservice channel and seek other alliances outside the United States and Canada.

Continuing to Selectively Pursue Opportunistic Acquisitions

Throughout our history, we have successfully identified, consummated and integrated multiple acquisitions. Since 2000, we have successfully completed eight acquisitions of distributors, manufacturers and suppliers, two acquisitions of retail stores and eleven acquisitions of branded product lines. We intend to continue to selectively pursue opportunistic acquisitions in order to expand the breadth of our distribution network, increase our efficiency or add additional products and capabilities.

Continuing to Provide the Leading Distribution Solution

We believe that we provide the leading distribution solution to the natural, organic and specialty products industry through our national presence, regional responsiveness, focus on customer service and breadth of product offerings. Our service levels, which we believe to be the highest in our industry, are attributable to our experienced purchasing departments and our sophisticated warehousing, inventory control and distribution systems. See "—Our Focus on Technology" below for more information regarding our use of technology in our warehousing, inventory control and distribution systems.

Among the benefits we provide to our customers is access, at preferred rates and terms, to the suite of products developed by Living Naturally, LLC, a leading provider of marketing promotion and electronic ordering systems to the natural and organic products industry. We have maintained a strategic alliance with Living Naturally since 2002. The products provided by Living Naturally include an intelligent electronic ordering system and turnkey retailer website services, which create new opportunities for our retailers to increase their inventory turns, reduce their costs and enhance their profits. We also offer our customers a selection of inventory management, merchandising, marketing, promotional and event management services designed to increase sales and enhance customer satisfaction. These marketing services, which primarily are utilized by customers in our independently owned natural products retailers channel and many of which are co-sponsored with suppliers, include monthly and thematic circular programs, in-store signage and assistance in product display.

Our Customers

We maintain long-standing customer relationships with independently-owned natural products retailers, supernatural chains and supermarket chains. In addition, we emphasize our relationships with new customers, such as conventional supermarkets, mass market outlets and gourmet stores, which are continually increasing their natural product offerings. The following were included among our wholesale customers for fiscal 2010:

- Whole Foods Market, the largest supernatural chain in the United States and Canada;
- conventional supermarket chains, including Kroger, Wegman's, Haggen's, Stop and Shop, Giant, Quality Food Centers, Hannaford, Food Lion, Bashas', Shop-Rite, Rainbow, Lowe's, King's, Publix, Fred Meyer and United Supermarkets; and
- mass market chains, including Target, BJ's Wholesale Club and Costco.

Whole Foods Market accounted for approximately 35% of our net sales in fiscal 2010. In October 2006, we announced a seven-year distribution agreement with Whole Foods Market, which commenced on September 26, 2006. In June 2010 we amended our distribution agreement with Whole Foods Market to extend the term of the agreement for an additional seven years. Under the terms of the amended agreement, we will continue to serve as the primary wholesale natural grocery distributor to Whole Foods Market in its United States regions where we currently serve as the primary distributor. The amendment extended the expiration date of the agreement from September 25, 2013 to September 25, 2020. Our relationship with Whole Foods Market expanded in August 2007, when Whole Foods Market completed its merger with Wild Oats Markets. We had served as the primary distributor of natural and organic foods and non-food products to Wild Oats Markets prior to the merger, and we continue to serve the former Wild Oats Markets stores retained by Whole Foods Market under our distribution arrangement with Whole Foods Market. We also continue to serve as a primary distributor to the Henry's and Sun Harvest store locations previously owned by Wild Oats Markets and sold by Whole Foods Market to a subsidiary of Smart & Final Inc. on September 30, 2007. Sales to Henry's and Sun Harvest store locations were reflected in our conventional supermarket channel beginning in fiscal 2008.

On July 28, 2010, we announced that we had entered into an asset purchase agreement under which we have agreed to acquire certain distribution and related assets of Whole Foods Market Distribution, Inc. previously used for their self-distribution of non-perishables in their Rocky Mountain and Southwest regions and have undertaken to become the primary distributor in these regions. Consummation of the transaction is subject to satisfaction of certain customary closing conditions, and is expected to occur in late September 2010 in the case of the Southwest region and early October 2010 in the case of the Rocky Mountain region. Following the closing of this transaction, we will serve as the primary distributor to Whole Foods Market in all of its regions in the United States.

The following table lists the percentage of sales by customer type for the years ended July 31, 2010 and August 1, 2009:

Customer Type	Percentage of Net Sales 2010	Percentage of Net Sales 2009
Independently owned natural products retailers	40%	42%
Supernatural chains	35%	33%
Conventional supermarkets	21%	20%
Other	4%	5%

We distribute natural, organic and specialty foods and non-food products to customers located in the United States, as well as to customers internationally. Our sales to international customers, including those in Canada, represented approximately one percent of our business in fiscal 2010, and less than one percent of our business in fiscal 2009. We believe that our international sales, as a percentage of our total sales, will expand as we seek to grow our Canadian operations.

Our Marketing Services

We have developed a variety of supplier-sponsored marketing programs, which cater to a broad range of retail formats. These programs are designed to educate consumers, profile suppliers and increase sales for retailers, many of which do not have the resources necessary to conduct such marketing programs independently.

Our marketing programs include:

- multiple, monthly, region-specific, consumer circular programs, which feature the logo and address of the participating retailer imprinted on a circular that advertises products sold by the retailer to its customers. The monthly circular programs are structured to pass through to the retailer the benefit of our negotiated discounts and advertising allowances, and also provide retailers with posters, window banners and shelf tags to coincide with each month's promotions;

- ClearVue, a clean slate designed to improve the transparency of information and drive efficiency within the supply chain. With the availability of in-depth data and tailored reporting tools, participants will be able to reduce inventory balances with the elimination of forward buys, while improving service levels.

- our Most Valued Partner program, supplier-focused high-level sales and marketing support for our top three suppliers in each category, which we believe helps build incremental, mutually profitable sales for suppliers and us, while fostering a sense of partnership;

- other retailer initiative programs, such as a coupon booklet and separate supplement and personal care product-themed sales and educational brochures we offer to independent retailers, which allow us to explore new marketing avenues;

- an information-sharing program that helps our suppliers better understand our customers' businesses, in order to generate mutually beneficial incremental sales in an efficient manner; and

- a truck advertising program that allows our suppliers to purchase ad space on the sides of our hundreds of trailers traveling throughout the United States and Canada, which we believe increases their potential consumer ad impressions.

We keep current with the latest trends in the industry. Periodically, we conduct focus group sessions with certain key retailers and suppliers in order to ascertain their needs and allow us to better service them. We also:

- offer in-store signage and promotional materials, including shopping bags and end-cap displays;

- provide assistance with planning and setting up product displays;
- provide shelf tags for products;
- provide assistance with store layout designs;
- provide product data information such as best seller lists, store usage reports and easy-to-use product catalogs; and
- maintain a website on which retailers can access various individual retailer-specific reports and product information.

Our Products

Our extensive selection of high-quality natural, organic and specialty products enables us to provide a primary source of supply to a diverse base of customers whose product needs vary significantly. We carry more than 60,000 high-quality natural, organic and specialty products, consisting of national brand, regional brand, private label and master distribution products, in six product categories: grocery and general merchandise, produce, perishables and frozen foods, nutritional supplements, bulk and food service products and personal care items. Our branded product lines address certain needs or preferences of our customers, which are not otherwise being met by other suppliers.

We continuously evaluate potential new private branded and other products based on both existing and anticipated trends in consumer preferences and buying patterns. Our buyers regularly attend regional and national natural, organic, specialty, ethnic and gourmet product shows to review the latest products that are likely to be of interest to retailers and consumers. We also actively solicit suggestions for new products from our customers. We make the majority of our new product decisions at the regional level. We believe that our purchasing practices allow our regional buyers to react quickly to changing consumer preferences and to evaluate new products and new product categories regionally. Additionally, many of the new products that we offer are marketed on a regional basis or in our own retail stores prior to being offered nationally, which enables us to evaluate local consumer reaction to the products without incurring significant inventory risk. Furthermore, by exchanging regional product sales information between our regions, we are able to make more informed and timely new product decisions in each region.

We maintain a comprehensive quality assurance program. All of the products we sell that are represented as "organic" are required to be certified as such by an independent third-party agency. We maintain current certification affidavits on all organic commodities and produce in order to verify the authenticity of the product. All potential suppliers of organic products are required to provide such third-party certifications to us before they are approved as suppliers.

Our Suppliers

We purchase our products from approximately 4,600 suppliers. The majority of our suppliers are based in the United States and Canada, but we also source products from suppliers throughout Europe, Asia, Central America, South America, Africa and Australia. We believe the reason suppliers of natural and organic products seek to distribute their products through us is because we provide access to a large and growing customer base across the United States and Canada, distribute the majority of the suppliers' products and offer a wide variety of marketing programs to our customers to help sell the suppliers' products. Substantially all product categories that we distribute are available from a number of suppliers and, therefore, we are not dependent on any single source of supply for any product category. Our largest supplier, Hain Celestial Group, Inc. ("Hain"), accounted for approximately 7% of our total purchases in fiscal 2010. However, the product categories we purchase from Hain can be purchased from a number of other suppliers. In addition, although we have exclusive distribution arrangements and vendor support programs with several suppliers, none of our suppliers accounts for more than 10% of our total purchases.

We have positioned ourselves as the largest purchaser of organically grown bulk products in the natural and organic products industry by centralizing our purchase of nuts, seeds, grains, flours and dried foods. As a result, we are able to negotiate purchases from suppliers on the basis of volume and other considerations that may include discounted pricing or prompt payment discounts. Furthermore, many of our purchase arrangements include the right of return to the supplier with respect to products that we are not able to sell in a certain period of time. As described under "Our Products" above, each region is responsible for placing its own orders and can select the products that it believes will most appeal to its customers, although each region is able to participate in our company-wide purchasing programs. Our outstanding commitments for the purchase of inventory were approximately $27.8 million as of July 31, 2010.

Our Distribution System

We have carefully chosen the sites for our distribution centers to provide direct access to our regional markets. This proximity allows us to reduce our transportation costs relative to those of our competitors that seek to service these customers from locations that are often several hundreds of miles away. We anticipate that the opening of our Lancaster, Texas distribution center will significantly reduce the transportation costs associated with servicing the customers of that facility as many of those customers were previously serviced from our Denver, Colorado facility. We believe that we incur lower inbound freight expense than our regional competitors, because our scale allows us to buy full and partial truckloads of products. Whenever possible, we backhaul between our distribution centers and satellite, staging facilities using our own trucks. Additionally, we generally can redistribute overstocks and inventory imbalances between distribution centers, which helps us ensure products are sold prior to their expiration date and more appropriately balance inventories.

Products are delivered to our distribution centers primarily by our fleet of leased trucks, contract carriers and the suppliers themselves. We lease our trucks from national leasing companies such as Ryder Truck Leasing and Penske Truck Leasing, which in some cases maintain facilities on our premises for the maintenance and service of these vehicles. Other trucks are leased from regional firms that offer competitive services.

We ship certain orders for supplements or for items that are destined for areas outside of regular delivery routes through United Parcel Service and other independent carriers. Deliveries to areas outside the continental United States and Canada are typically shipped by ocean-going containers on a weekly basis.

Our Focus on Technology

We have made a significant investment in distribution, financial, information and warehouse management systems. We continually evaluate and upgrade our management information systems at our regional operations based on the best practices in the distribution industry in order to make the systems more efficient, cost-effective and responsive to customer needs. These systems include functionality in radio frequency inventory control, pick-to-voice systems, pick-to-light systems, computer-assisted order processing and slot locator/retrieval assignment systems. At our receiving docks, warehouse associates attach computer-generated, preprinted locator tags to inbound products. These tags contain the expiration date, locations, quantity, lot number and other information about the products in bar code format. Customer returns are processed by scanning the UPC bar codes. We also employ a management information system that enables us to lower our inbound transportation costs by making optimum use of our own fleet of trucks or by consolidating deliveries into full truckloads. Orders from multiple suppliers and multiple distribution centers are consolidated into single truckloads for efficient use of available vehicle capacity and return-haul trips. In addition, we utilize route efficiency software that assists us in developing the most efficient routes for our trucks. During fiscal 2011 and 2012, we will continue the roll-out of our new national supply chain platform and warehouse management system, which was launched in our new Lancaster, Texas facility and is now being implemented distribution center by distribution center.

Competition

Our major competitor in both the United States and Canada is KeHE Distributors, LLC ("Kehe"), which acquired Tree of Life Distribution, Inc. ("Tree of Life") in January 2010. In addition to its natural and organic products, Kehe distributes specialty food products, thereby diversifying its product selection, and markets its own private label program. Kehe's subsidiary, Tree of Life, has also earned QAI certification. We also compete in the United States with over 200 smaller regional and local distributors of natural, ethnic, kosher, gourmet and other specialty foods that focus on niche or regional markets, and with national, regional and local distributors of conventional groceries and companies that distribute to their own retail facilities.

We believe that distributors in the natural and specialty products industries primarily compete on distribution service levels, product quality, depth of inventory selection, price and quality of customer service. We believe that we currently compete effectively with respect to each of these factors.

Our retail stores compete against other natural products outlets, conventional supermarkets and specialty stores. We believe that retailers of natural products compete principally on product quality and selection, price, customer service, knowledge of personnel and convenience of location. We believe that we currently compete effectively with respect to each of these factors.

Government Regulation

Our operations and many of the products that we distribute in the United States are subject to regulation by state and local health departments, the U.S. Department of Agriculture and the Food and Drug Administration, which generally impose standards for product quality and sanitation and are responsible for the administration of bioterrorism legislation. In the United States, our facilities generally are inspected at least once annually by state or federal authorities.

The Surface Transportation Board and the Federal Highway Administration regulate our trucking operations. In addition, interstate motor carrier operations are subject to safety requirements prescribed by the U.S. Department of Transportation and other relevant federal and state agencies. Such matters as weight and dimension of equipment are also subject to federal and state regulations.

We generally are not subject to many of the federal, provincial, state and local laws and regulations that have been enacted or adopted regulating the discharge of materials into the environment or otherwise relating to the protection of the environment. However, certain of our distribution facilities have above-ground storage tanks for diesel fuel and other petroleum products, which are subject to laws regulating such storage tanks.

We believe that we are in material compliance with all federal, provincial, state and local laws applicable to our operations.

Employees

As of July 31, 2010, we had approximately 6,500 full and part-time employees. An aggregate of approximately 5.4% of our total employees, or approximately 350 of the employees at our Auburn, Washington, Edison, New Jersey, Iowa City, Iowa and Leicester, Massachusetts facilities, are covered by collective bargaining agreements. The Edison, New Jersey, Auburn, Washington, Leicester, Massachusetts and Iowa City, Iowa agreements expire in June 2011, February 2012, March 2013 and June 2011, respectively. Most recently, on June 8, 2010, the National Labor Relations Board issued a certification of representative notice to UNFI with respect to its Dayville, Connecticut drivers, resulting from an election there in late May 2010. Currently, UNFI management and the union representing the Dayville, Connecticut drivers are engaged in negotiations of a collective bargaining agreement. We have never experienced a work stoppage by our unionized employees and we believe that our relations with our employees are good.

Available Information

Our internet address is http://www.unfi.com. The contents of our website are not part of this Annual Report on Form 10-K, and our internet address is included in this document as an inactive textual reference only. We make our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and all amendments to those reports available free of charge through our website as soon as reasonably practicable after we file such reports with, or furnish such reports to, the Securities and Exchange Commission.

We have adopted a code of conduct and ethics for certain employees pursuant to Section 406 of the Sarbanes-Oxley Act of 2002. A copy of our code of conduct and ethics is posted on our website, and is available free of charge by writing to United Natural Foods, Inc., 313 Iron Horse Way, Providence, Rhode Island, 02908, Attn: Investor Relations.

Executive Officers of the Registrant

Our executive officers are elected on an annual basis and serve at the discretion of our Board of Directors. Our executive officers and their ages as of September 15, 2010 are listed below:

Name	Age	Position
Steven L. Spinner	50	President and Chief Executive Officer
Mark E. Shamber	41	Senior Vice President, Chief Financial Officer and Treasurer
Joseph J. Traficanti	59	Senior Vice President, General Counsel, Chief Compliance Officer and Corporate Secretary
Sean Griffin	51	Senior Vice President, National Distribution
John Stern	43	Senior Vice President and Chief Information Officer
Thomas A. Dziki	49	Senior Vice President, Chief Human Resource and Sustainability Officer
David A. Matthews	45	President of UNFI International
Kurt Luttecke	43	President of the Western Region
Thomas Grillea	54	President of Woodstock Farms Manufacturing, Select Nutrition and Natural Retail Group

Steven L. Spinner has served as our President and Chief Executive Officer and as a member of our Board of Directors since September 2008. Beginning in September 2010, Mr. Spinner began serving as the Interim President of our Eastern Region, while we search for a replacement for David Matthews, who is now the President of UNFI International. Prior to joining the Company in September 2008, Mr. Spinner served as a director and as Chief Executive Officer of Performance Food Group Company ("PFG") from October 2006 to May 2008, when PFG was acquired by affiliates of The Blackstone Group and Wellspring Capital Management. Mr. Spinner previously had served as PFG's President and Chief Operating Officer beginning in May 2005. Mr. Spinner served as PFG's Senior Vice President and Chief Executive Officer—Broadline Division from February 2002 to May 2005 and as PFG's Broadline Division President from August 2001 to February 2002.

Mark E. Shamber has served as Senior Vice President since May 2009, and Chief Financial Officer and Treasurer since October 2006. From October 2006 to May 2009, Mr. Shamber also served as Vice

President. Mr. Shamber previously served as our Vice President, Chief Accounting Officer and Acting Chief Financial Officer and Treasurer from January 2006 until October 2006, as Vice President and Corporate Controller from August 2005 to October 2006 and as our Corporate Controller from June 2003 until August 2005. From February 1995 until June 2003, Mr. Shamber served in various positions of increasing responsibility up to and including senior manager within the assurance and advisory business systems practice at the international accounting firm of Ernst & Young LLP.

Joseph J. Traficanti has served as our Senior Vice President, General Counsel, Chief Compliance Officer and Corporate Secretary since April 2009. Prior to joining the Company, Mr. Traficanti served as Senior Vice President, General Counsel, Chief Compliance Officer and Corporate Secretary of PFG from November 2004 until April 2009.

Sean Griffin has served as our Senior Vice President, National Distribution since January 2010. Prior to joining the Company, Mr. Griffin was East Region Broadline President of PFG. In this role he managed over 10 divisions and $2 Billion in sales. Previously he served as President of PFG—Springfield, MA from 2003 until 2008. He began his career with Sysco Corporation in 1986 and has held various leadership positions in the foodservice distribution industry with U.S. Foodservice, Alliant Foodservice and Sysco Corporation.

John Stern has served as our Senior Vice President and Chief Information Officer since January 2008. Prior to joining us, Mr. Stern served in various positions of increasing responsibility up to and including Chief Information Officer at Take Two Interactive Software, Inc. from October 2003 to September 2007 and Deloitte & Touche LLP from December 1999 to October 2003.

Thomas A. Dziki has served as our Senior Vice President, Chief Human Resource and Sustainability Officer since August 2010. Prior to August 2010, Mr. Dziki served as our Senior Vice President of Sustainable Development since January 2010, as our Vice President of Sustainable Development since March 2007, and as National Vice President of Real Estate and Construction since August 2006. Prior to that time, Mr. Dziki had served as President of Woodstock Farms Manufacturing and Select Nutrition from December 2004 until August 2006, Corporate Vice President of Special Projects from December 2003 to November 2004 and as our Manager of Special Projects from May 2002 to December 2003. Prior to joining us, Mr. Dziki served as a private consultant to our company, our subsidiaries, Woodstock Farms Manufacturing, NRG, Albert's, and our predecessor company, Cornucopia Natural Foods, Inc., from 1995 to May 2002.

David A. Matthews has served as our President of UNFI International with responsibility for our Canadian and other international operations since September 2010. From June 2009 to September 2010 he was our President of the Eastern Region. Prior to joining the Company, Mr. Matthews served as President and CEO of Progressive Group Alliance ("ProGroup"), a wholly owned subsidiary of PFG from January 2007 to May 2009, as Chief Financial Officer of ProGroup from December 2004 to January 2007, and as Senior Vice President of Finance and Technology of ProGroup from July 2000 to December 2004.

Kurt Luttecke has served as our President of the Western Region since June 2009. Mr. Luttecke served as our President of our Albert's Organics division from June 2007 to June 2009. Prior to joining the Company, Mr. Luttecke spent 16 years at Wild Oats serving as its Vice President of Perishables from 2006 to June 2007, Vice President of Meat/Seafood & Food Service Supply Chain from 2004 to 2006, Director of Perishables from 2001 to 2004, and Director of Operations from 1995 to 2001.

Thomas Grillea has served as our President of Woodstock Farms Manufacturing since May 2009, President of NRG since May 2008, and President of Select Nutrition since September 2007. Mr. Grillea served as our General Manager for Select Nutrition from September 2006 to September 2007. Prior to joining the Company, Mr. Grillea served in a management capacity for Whole Foods Market from 2004 through 2005, and in various management capacities for American Health and Diet Centers and the Vitamin Shoppe from 1998 through 2003.

Table of Contents

ITEM 1A. RISK FACTORS

Our business, financial condition and results of operations are subject to various risks and uncertainties, including those described below and elsewhere in this Annual Report on Form 10-K. This section discusses factors that, individually or in the aggregate, we think could cause our actual results to differ materially from expected and historical results. Our business, financial condition or results of operations could be materially adversely affected by any of these risks.

We note these factors for investors as permitted by the Private Securities Litigation Reform Act of 1995. You should understand that it is not possible to predict or identify all such factors. Consequently, you should not consider the following to be a complete discussion of all potential risks or uncertainties applicable to our business. See "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Forward-Looking Statements."

We depend heavily on our principal customer and our success is heavily dependent on our principal customer's ability to grow its business.

Our ability to maintain a close, mutually beneficial relationship with our largest customer, Whole Foods Market, is an important element to our continued growth. In October 2006, we announced a seven-year distribution agreement with Whole Foods Market, which commenced on September 26, 2006, under which we serve as the primary U.S. distributor to Whole Foods Market in the regions where we previously so served. In January 2007, we expanded our Whole Foods Market relationship in the Southern Pacific region of the United States. In August 2007, Whole Foods Market and Wild Oats Markets completed their merger, as a result of which, Wild Oats Markets became a wholly-owned subsidiary of Whole Foods Market. We service all of the stores previously owned by Wild Oats Markets and now owned by Whole Foods Market under the terms of our distribution agreement with Whole Foods Market. In June 2010 we amended our distribution agreement with Whole Foods Market to extend the term for an additional seven years, such that the agreement now expires September 25, 2020.

In July 2010, we entered into an asset purchase agreement with Whole Foods Market Distribution, Inc., a Whole Foods Market affiliate, pursuant to which we have agreed to acquire certain distribution and related assets previously used in their self-distribution of non-perishables, leases and employees and have undertaken to become Whole Foods Market's primary distributor in its Rocky Mountain and Southwest regions. The transaction, which is expected to close in late September 2010 with respect to the Southwest region and October 2010 with respect to the Rocky Mountain Region, is subject to the satisfaction of certain customary closing conditions and we cannot assure you that it will be consummated. Additionally, achieving the increased revenues and operating profit anticipated from servicing the Rocky Mountain and Southwest regions of Whole Foods Market depends on timely, efficient and successful execution of a number of post-acquisition events and our ability to successfully deploy our operational initiatives in these regions. Whole Foods Market accounted for approximately 35% of our net sales in 2010. As a result of this concentration of our customer base, the loss or cancellation of business from Whole Foods Market, including from increased distribution to their own facilities or closures of stores, could materially and adversely affect our business, financial condition or results of operations. Similarly, if Whole Foods Market is not able to grow its business, including as a result of a reduction in the level of discretionary spending by its customers, our business, financial condition or results of operations may be materially and adversely affected.

Our operations are sensitive to economic downturns.

The grocery industry is sensitive to national and regional economic conditions and the demand for the products that we distribute, particularly our specialty products, may be adversely affected from time to time by economic downturns that impact consumer spending, including discretionary spending.

Future economic conditions such as employment levels, business conditions, interest rates, energy and fuel costs and tax rates could reduce consumer spending or change consumer purchasing habits. Among these changes could be a reduction in the number of natural and organic products that consumers purchase where there are non-organic (or "conventional") alternatives, given that many natural and organic products, and particularly natural and organic foods, often have higher retail prices than do their conventional counterparts.

Our business is a low margin business and our profit margins may decrease due to consolidation in the grocery industry.

The grocery distribution industry generally is characterized by relatively high volume of sales with relatively low profit margins. The continuing consolidation of retailers in the natural products industry and the growth of supernatural chains may reduce our profit margins in the future as more customers qualify for greater volume discounts, and we experience pricing pressures from both ends of the supply chain. Over the last twelve months, we have increased our sales to our supernatural chain and conventional supermarket customers in relation to our total sales. Sales to these customers generate a lower gross margin than do sales to our independent customers. Many of these customers, including our largest customer, have agreements with us that include volume discounts. As the amounts these customers purchase from us increase, the price that they pay for the products they purchase is reduced, putting downward pressure on our gross margins on these sales. To compensate for these lower gross margins, we must reduce the expenses we incur to service these customers. If we are unable to reduce our expenses, including our expenses related to servicing this lower gross margin business, our business, financial condition or results of operations could be adversely impacted.

Our customers generally are not obligated to continue purchasing products from us.

Many of our customers buy from us under purchase orders, and we generally do not have agreements with or commitments from these customers for the purchase of products. We cannot assure you that our customers will maintain or increase their sales volumes or orders for the products supplied by us or that we will be able to maintain or add to our existing customer base. Decreases in our customers' sales volumes or orders for products supplied by us may have a material adverse effect on our business, financial condition or results of operations.

We have significant competition from a variety of sources.

We operate in competitive markets and our future success will be largely dependent on our ability to provide quality products and services at competitive prices. Bidding for contracts or arrangements with customers, particularly within the supernatural chain and conventional supermarket channels, is highly competitive and distributors may market their services to a particular customer over a long period of time before they are invited to bid. Our competition comes from a variety of sources, including other distributors of natural and specialty food and non-food products as well as specialty grocery and mass market grocery distributors and retail customers that have their own distribution channels. We cannot assure you that mass market grocery distributors will not increase their emphasis on natural products and more directly compete with us including through self-distribution of particular items or purchases of particular items directly from suppliers or that new competitors will not enter the market. These distributors may have been in business longer than we have, may have substantially greater financial and other resources than we have and may be better established in their markets. We cannot assure you that our current or potential competitors will not provide products or services comparable or superior to those provided by us or adapt more quickly than we do to evolving industry trends or changing market requirements. It is also possible that alliances among competitors may develop and rapidly acquire significant market share or that certain of our customers will increase self-distribution to their own retail facilities. Increased competition may result in price reductions, reduced gross margins and loss of market share, any of which could materially adversely affect our business, financial condition or results of operations. We cannot assure you that we will be able to compete effectively against current and future competitors.

Our investment in information technology may not result in the anticipated benefits.

Much of our sales growth is occurring in our lower gross margin supernatural and conventional supermarket channels. In order to attempt to reduce operating expenses in these channels and increase operating efficiencies, we have aggressively invested in the development and implementation of new information technology. We may not be able to implement these technological changes in the time frame that we have planned and delays in implementation could negatively impact our business, financial condition or results of operations. In addition, the costs to make these changes may exceed our estimates and will exceed the benefits during the early stages of implementation. Even if we are able to implement the changes as planned, and within our cost estimates, we may not be able achieve the expected efficiencies and cost savings from this investment, which could have an adverse effect on our business, financial condition or results of operations.

Failure by us to develop and operate a reliable technology platform could negatively impact our business.

Our ability to decrease costs and increase profits, as well as our ability to serve customers most effectively, depends on the reliability of our technology platform. We use software and other technology systems, among other things, to generate and select orders, to load and route trucks and to monitor and manage our business on a day-to-day basis. Any disruption to these computer systems could adversely impact our customer service, decrease the volume of our business and result in increased costs negatively affecting our business, financial condition or results of operations.

We have experienced losses due to the uncollectibility of accounts receivable in the past and could experience increases in such losses in the future if our customers are unable to timely pay their debts to us.

Certain of our customers have from time to time experienced bankruptcy, insolvency and/or an inability to pay their debts to us as they come due. If our customers suffer significant financial difficulty, they may be unable to pay their debts to us timely or, at all, which could have a material adverse effect on our business, financial condition or results of operations. It is possible that customers may reject their contractual obligations to us under bankruptcy laws or otherwise. Significant customer bankruptcies could further adversely affect our revenues and increase our operating expenses by requiring larger provisions for bad debt. In addition, even when our contracts with these customers are not rejected, if customers are unable to meet their obligations on a timely basis, it could adversely affect our ability to collect receivables. Further, we may have to negotiate significant discounts and/or extended financing terms with these customers in such a situation, each of which could have material adverse effect on our business, financial condition, results of operations or cash flows. During periods of economic weakness like those we are currently experiencing, small to medium-sized businesses, like many of our independently owned natural products retailer customers, may be impacted more severely and more quickly than larger businesses. Consequently, the ability of such businesses to repay their obligations to us may deteriorate, and in some cases this deterioration may occur quickly, which could adversely impact our business, financial condition or results of operations.

Our acquisition strategy may adversely affect our business and our recent expansion into Canada may not be successful.

In June 2010, we entered the Canadian market with UNFI Canada's acquisition of the SDG assets of SunOpta (the "SunOpta Transaction"). We cannot assure you that the SunOpta Transaction or our subsequent growth, if any, in the Canadian market will enhance our financial performance. Our ability to achieve the expected benefits of this acquisition will depend on, among other things, our ability to effectively translate our business strategies into a new geographic market with more rigid ingredient requirements for the products we distribute and a dual labeling requirement that reduces the number of products we are likely to sell in comparison to the U.S. market, our ability to retain and assimilate the SunOpta employees that became employees of ours, our ability to retain customers and suppliers, the adequacy of our implementation plans, our ability to maintain our financial and internal controls and systems as we expand into Canada, the ability of our management to oversee and operate effectively the combined operations and our ability to achieve desired operating efficiencies and sales goals. The integration of SunOpta's business that we acquired might also cause us to incur unforeseen costs, which would lower our future earnings and would prevent us from realizing the expected benefits of this acquisition. Failure to achieve these anticipated benefits could result in a reduction in the price of our common stock as well as in increased costs, decreases in the amount of expected revenues and diversion of management's time and energy and could materially and adversely impact our business, financial condition or results of operations.

We also continually evaluate opportunities to acquire other companies. To the extent that our future growth includes acquisitions, we cannot assure you that we will successfully identify suitable acquisition candidates, consummate such potential acquisitions, integrate any acquired entities or successfully expand into new markets as a result of our acquisitions. We believe that there are risks related to acquiring companies, including overpaying for acquisitions, losing key employees of acquired companies and failing to achieve potential synergies. Additionally, our business could be adversely affected if we are unable to integrate the companies acquired in our acquisitions and mergers.

A significant portion of our past growth has been achieved through acquisitions of, or mergers with, other distributors of natural products. Our recent Canadian acquisition and future acquisitions, if any, may have a material adverse effect on our results of operations, particularly in periods immediately following the consummation of those transactions while the operations of the acquired business are being integrated with our operations. Achieving the benefits of acquisitions depends on timely, efficient and successful execution of a number of post-acquisition events, including successful integration of the acquired entity. Integration requires, among other things:

- maintaining the customer base;
- optimizing delivery routes;
- coordinating administrative, distribution and finance functions; and
- integrating management information systems and personnel.

The integration process could divert the attention of management and any difficulties or problems encountered in the transition process could have a material adverse effect on our business, financial condition or results of operations. In particular, the integration process may temporarily redirect resources previously focused on reducing product cost, resulting in lower gross profits in relation to sales. In addition, the process of combining companies could cause the interruption of, or a loss of momentum in, the activities of the respective businesses, which could have an adverse effect on their combined operations.

In connection with our recent Canadian acquisition and the acquisitions of businesses in the future, if any, we may decide to consolidate the operations of any acquired business with our existing operations or make other changes with respect to the acquired business, which could result in special charges or other expenses. Our results of operations also may be adversely affected by expenses we incur in making acquisitions, by amortization of acquisition-related intangible assets with definite lives and by additional depreciation attributable to acquired assets. Any of the businesses we acquire may also have liabilities or adverse operating issues, including some that we fail to discover before the acquisition, and our indemnity for such liabilities may also be limited. Additionally, our ability to make any future acquisitions may depend upon obtaining additional financing. We may not be able to obtain additional financing on acceptable terms or at all. To the extent that we seek to acquire other businesses in exchange for our common stock, fluctuations in our stock price could have a material adverse effect on our ability to complete acquisitions.

We may have difficulty managing our growth.

The growth in the size of our business and operations has placed, and is expected to continue to place, a significant strain on our management. Our future growth may be limited by our inability to acquire new distribution facilities or expand our existing distribution facilities, make acquisitions, successfully integrate acquired entities, implement information systems initiatives or adequately manage our personnel. Our future growth is limited in part by the size and location of our distribution centers. As we near maximum utilization of a given facility or maximize our processing capacity, operations may be constrained and inefficiencies have been and may be created, which could adversely affect our results of operations unless the facility is expanded, volume is shifted to another facility or additional processing capacity is added. Conversely, as we add additional facilities or expand existing operations or facilities, excess capacity may be created. Any excess capacity may also create inefficiencies and adversely affect our results of operations. We cannot assure you that we will be able to successfully expand our existing distribution facilities or open new distribution facilities in new or existing markets as needed to facilitate growth. Even if we are able to expand our distribution network, our ability to compete effectively and to manage future growth, if any, will depend on our ability to continue to implement and improve operational, financial and management information systems on a timely basis and to expand, train, motivate and manage our work force. We cannot assure you that our existing personnel, systems, procedures and controls will be adequate to support the future growth of our operations. Our inability to manage our growth effectively could have a material adverse effect on our business, financial condition or results of operations.

Increased fuel costs may adversely affect our results of operations.

Increased fuel costs may have a negative impact on our results of operations. The high cost of diesel fuel can increase the price we pay for products as well as the costs we incur to deliver products to our customers. These factors, in turn, may negatively impact our net sales, margins, operating expenses and operating results. To manage this risk, we have in the past periodically entered, and may in the future periodically enter, into heating oil derivative contracts to hedge a portion of our projected diesel fuel requirements. Heating crude oil prices have a highly correlated relationship to fuel prices, making these derivatives effective in offsetting changes in the cost of diesel fuel. We are not party to any commodity swap agreements and, as a result, our exposure to volatility in the price of diesel fuel has increased relative to our exposure to volatility in prior periods in which we had outstanding heating oil derivative contracts. We do not enter into fuel hedge contracts for speculative purposes. We may, however, periodically enter into forward purchase commitments for a portion of our projected monthly diesel fuel requirements. As of July 31, 2010, we had forward diesel fuel commitments totaling approximately $6.7 million through July 2011. Our commitments through July 2011 were entered into at prevailing rates during May 2010. If fuel prices decrease significantly, these forward purchases may prove ineffective and result in us paying higher than the then market costs for a portion of our diesel fuel. We also maintain a fuel surcharge program which allows us to pass some of our higher fuel costs through to our customers. We cannot guarantee that we will continue to be able to pass a comparable proportion or any of our higher fuel costs to our customers in the future, which may adversely affect our business, financial condition or results of operations.

Disruption of our distribution network could adversely affect our business.

Damage or disruption to our distribution capabilities due to weather, natural disaster, fire, terrorism, pandemic, strikes, the financial and/or operational instability of key suppliers, or other reasons could impair our ability to distribute our products. To the extent that we are unable, or it is not financially feasible, to mitigate the likelihood or potential impact of such events, or to manage effectively such events if they occur, there could be an adverse effect on our business financial condition or results of operations.

The cost of the capital available to us and any limitations on our ability to access additional capital may have a material adverse effect on our business, financial condition or results of operations.

We have a $400 million secured revolving credit facility, which matures on November 27, 2012, and under which borrowings accrue interest, at our option, at either (i) the base rate (the applicable prime lending rate of Bank of America Business Capital, as announced from time to time), or (ii) the one-month London Interbank Offered Rate ("LIBOR") plus 0.75%. As of July 31, 2010, our borrowing base, based on accounts receivable and inventory levels and described more completely below under "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources", was $397.1 million, with remaining availability of $133.2 million. We have a term loan agreement in the principal amount of $75 million secured by certain real property. The term loan is repayable over seven years based on a fifteen-year amortization schedule. Interest on the term loan accrues at one-month LIBOR plus 1.0%. As of July 31, 2010, $51.8 million was outstanding under the term loan agreement.

In order to maintain our profit margins, we rely on strategic investment buying initiatives, such as discounted bulk purchases, which require spending significant amounts of working capital up front to purchase products that we will sell over a multi-month time period. In the event that our cost of capital increases, such as during a period in which we are not in compliance with the fixed charge coverage ratio covenants under our revolving credit facility and our term loan agreement, or our ability to borrow funds or raise equity capital is limited, we could suffer reduced profit margins and be unable to grow our business organically or through acquisitions, which could have a material adverse effect on our business, financial condition or results of operations.

Our debt agreements contain restrictive covenants that may limit our operating flexibility.

Our debt agreements contain financial covenants and other restrictions that limit our operating flexibility, limit our flexibility in planning for or reacting to changes in our business and make us more vulnerable to economic downturns and competitive pressures. Our indebtedness could have significant negative consequences, including:

- increasing our vulnerability to general adverse economic and industry conditions;
- limiting our ability to obtain additional financing;
- limiting our flexibility in planning for or reacting to changes in our business and the industry in which we compete; and
- placing us at a competitive disadvantage compared to competitors with less leverage or better access to capital resources.

In addition, each of our credit facility and term loan requires that we comply with various financial tests and imposes certain restrictions on us, including among other things, restrictions on our ability to incur additional indebtedness, create liens on assets, make loans or investments or pay dividends. Failure to comply with these covenants could have an adverse affect on our business, financial condition or results of operations.

Table of Contents

Our operating results are subject to significant fluctuations.

Our operating results may vary significantly from period to period due to:

- demand for our products; including as a result of seasonal fluctuations;
- changes in our operating expenses, including fuel and insurance expenses;
- management's ability to execute our business and growth strategies;
- changes in customer preferences, including levels of enthusiasm for health, fitness and environmental issues;
- fluctuation of natural product prices due to competitive pressures;
- personnel changes;
- general economic conditions;
- supply shortages, including a lack of an adequate supply of high-quality agricultural products due to poor growing conditions, natural disasters or otherwise;
- volatility in prices of high-quality agricultural products resulting from poor growing conditions, natural disasters or otherwise; and
- future acquisitions, particularly in periods immediately following the consummation of such acquisition transactions while the operations of the acquired businesses are being integrated into our operations.

Due to the foregoing factors, we believe that period-to-period comparisons of our operating results may not necessarily be meaningful and that such comparisons cannot be relied upon as indicators of future performance.

We are subject to significant governmental regulation.

Our business is highly regulated at the federal, state and local levels and our products and distribution operations require various licenses, permits and approvals. In particular:

- the products that we distribute in the United States are subject to inspection by the U.S. Food and Drug Administration;
- our warehouse and distribution facilities are subject to inspection by the U.S. Department of Agriculture and state health authorities; and
- the U.S. Department of Transportation and the U.S. Federal Highway Administration regulate our U.S. trucking operations.

Our Canadian operations are similarly subject to extensive regulation, including the French and English dual labeling requirements applicable to products that we distribute in Canada. The loss or revocation of any existing licenses, permits or approvals or the failure to obtain any additional licenses, permits or approvals in new jurisdictions where we intend to do business could have a material adverse effect on our business, financial condition or results of operations. In addition, as a distributor and manufacturer of natural, organic, and specialty foods, we are subject to increasing governmental scrutiny of and public awareness regarding food safety and the sale, packaging and marketing of natural and organic products. Compliance with these laws may impose a significant burden on our operations. If we were to manufacture or distribute foods that are or are perceived to be contaminated, any resulting product recalls, such as the peanut-related recall in January 2009 and egg recall in August 2010, could have an adverse effect on our business, financial condition or results of operations. Additionally, concern over climate change, including the impact of global warming, has led to significant U.S. and international legislative and regulatory efforts to limit greenhouse gas ("GHG") emissions. Increased regulation regarding GHG emissions, especially diesel engine emissions, could impose substantial costs on us. These costs include an increase in the cost of the fuel and other energy we purchase and capital costs associated with updating or replacing our vehicles prematurely. Until the timing, scope and extent of such regulation becomes known, we cannot predict its effect on our results of operations. It is reasonably possible, however, that such regulation could impose material costs on us which we may be unable to pass on to our customers.

Product liability claims could have an adverse effect on our business.

Like any other distributor and processor of food and supplements, we face an inherent risk of exposure to product liability claims if the products we manufacture or sell cause injury or illness. We may be subject to liability, which could be substantial, because of actual or alleged contamination in products manufactured or sold by us, including products sold by companies before we acquired them. We have, and the companies we have acquired have had, liability insurance with respect to product liability claims. This insurance may not continue to be available at a reasonable cost or at all, and may not be adequate to cover product liability claims against us or against companies we have acquired. We generally seek contractual indemnification from manufacturers, but any such indemnification is limited, as a practical matter, to the creditworthiness of the indemnifying party. If we or any of our acquired companies do not have adequate insurance or contractual indemnification available, product liability claims and costs associated with product recalls, including a loss of business, could have a material adverse effect on our business, financial condition or results of operations.

We are dependent on a number of key executives.

Management of our business is substantially dependent upon the services of certain key management employees. Loss of the services of any officers or any other key management employee could have a material adverse effect on our business, financial condition or results of operations.

Union-organizing activities could cause labor relations difficulties.

As of July 31, 2010 we had approximately 6,500 full and part-time employees. An aggregate of approximately 5.4% of our total employees, or approximately 350 of the employees at our Auburn, Washington, Edison, New Jersey, Iowa City, Iowa and Leicester, Massachusetts facilities, are covered by collective bargaining agreements. The Edison, New Jersey, Auburn, Washington, Leicester, Massachusetts and Iowa City, Iowa agreements expire in June 2011, February 2012, March 2013 and June 2011, respectively. We have in the past been the focus of union-organizing efforts. Most recently, on June 8, 2010, the National Labor Relations Board issued a certification of representative notice to UNFI with respect to its Dayville, Connecticut drivers, resulting from an election there in late May 2010. Currently, UNFI management and the union representing the Dayville, Connecticut drivers are engaged in negotiations of a collective bargaining agreement. As we increase our employee base and broaden our distribution operations to new geographic markets, our increased visibility could result in increased or expanded union-organizing efforts. Although we have not experienced a work stoppage to date, if additional employees were to unionize or we are not successful in reaching agreement with these employees, we could be subject to work stoppages and increases in labor costs, either of which could have a material adverse effect on our business, financial condition or results of operations.

The market price for our common stock may be volatile.

In recent periods, there has been significant volatility in the market price of our common stock. In addition, the market price of our common stock could fluctuate substantially in the future in response to a number of factors, including the following:

- our quarterly operating results or the operating results of other distributors of organic or natural food and non-food products and of supernatural chains and conventional supermarkets and other of our customers;
- changes in general conditions in the economy, the financial markets or the organic or natural food and non-food product distribution industries;
- changes in financial estimates or recommendations by stock market analysts regarding us or our competitors;
- announcements by us or our competitors of significant acquisitions;
- increases in labor, energy, fuel costs or the costs of food products;
- natural disasters, severe weather conditions or other developments affecting us or our competitors;
- publication of research reports about us or the organic or natural food and non-food product distribution industries generally;
- changes in market valuations of similar companies;
- additions or departures of key management personnel;
- actions by institutional stockholders; and
- speculation in the press or investment community.

In addition, in recent years the stock market has experienced extreme price and volume fluctuations. This volatility has had a significant effect on the market prices of securities issued by many companies for reasons unrelated to their operating performance. These broad market fluctuations may materially adversely affect our stock price, regardless of our operating results.

ITEM 1B. UNRESOLVED STAFF COMMENTS

Not applicable.

ITEM 2. PROPERTIES

We maintained twenty eight distribution centers at fiscal year end which were utilized by our wholesale division. These facilities, including offsite storage space, consisted of an aggregate of approximately 7.6 million square feet of space, which we believe represents the largest capacity of any distributor within the United States in the natural, organic and specialty products industry.

Set forth below for each of our distribution facilities is its location and the date on which our lease will expire for those distribution facilities that we do not own.

Location	Lease Expiration
Atlanta, Georgia	Owned
Auburn, California	Owned
Auburn, Washington	August 2019
Aurora, Colorado	January 2013
Bridgeport, New Jersey	Owned
Burnaby, British Columbia	October 2013
Charlotte, North Carolina	September 2019
Chesterfield, New Hampshire	Owned
Concord, Ontario	December 2014
Dayville, Connecticut	Owned
Fontana, California	February 2012
Greenwood, Indiana	Owned
Harrison, Arkansas	Owned
Iowa City, Iowa	Owned
Lancaster, Texas	July 2020
Leicester, Massachusetts	November 2011
Moreno Valley, California	July 2023
Mounds View, Minnesota	November 2011
New Oxford, Pennsylvania	Owned
Philadelphia, Pennsylvania	January 2014
Richmond, British Columbia	August 2022
Ridgefield, Washington	Owned
Rocklin, California	Owned
Sarasota, Florida	July 2017
Scotstown, Quebec	Owned
St. Laurent, Quebec	June 2011
Vernon, California	Owned
York, Pennsylvania	May 2020

We lease facilities to operate twelve retail stores through our NRG division in Florida, Maryland and Massachusetts and one retail store through our UNFI Canada division, each with various lease expiration dates. We also lease a processing and manufacturing facility in Edison, New Jersey with a lease expiration date of March 31, 2013. We will be assuming a lease expiring July 2013 for a 143,000 square foot distribution center in Denver, Colorado in connection with our servicing of Whole Foods Market's Rocky Mountain region.

We lease office space in Santa Cruz, California, Chesterfield, New Hampshire, Uniondale, New York, Richmond, Virginia, and Providence, Rhode Island, the site of our corporate headquarters. Our leases have been entered into upon terms that we believe to be reasonable and customary. We own office space in Dayville, Connecticut.

We also lease a warehouse facility in Minneapolis, Minnesota that we acquired in connection with our acquisition of Roots & Fruits Produce Cooperative in 2005. This facility is currently being subleased under an agreement that expires concurrently with our lease termination in November 2016. We also lease offsite storage space in Aurora, Colorado.

ITEM 3. LEGAL PROCEEDINGS

From time to time, we are involved in routine litigation that arises in the ordinary course of our business. There are no pending material legal proceedings to which we are a party or to which our property is subject.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS (REMOVED AND RESERVED)

Table of Contents

PART II.

ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock is traded on the Nasdaq Global Select Market® under the symbol "UNFI." Our common stock began trading on the Nasdaq Stock Market® on November 1, 1996.

The following table sets forth, for the fiscal periods indicated, the high and low sale prices per share of our common stock on the Nasdaq Global Select Market®:

Fiscal 2010	High	Low
First Quarter	$ 28.28	$ 23.03
Second Quarter	29.35	23.29
Third Quarter	31.35	24.71
Fourth Quarter	35.12	28.92
Fiscal 2009		
First Quarter	$ 28.70	$ 16.57
Second Quarter	22.75	15.46
Third Quarter	24.10	12.83
Fourth Quarter	27.52	21.86

On July 31, 2010, we had approximately 91 stockholders of record. The number of record holders may not be representative of the number of beneficial holders of our common stock because depositories, brokers or other nominees hold many shares.

We have never declared or paid any cash dividends on our capital stock. We anticipate that all of our earnings in the foreseeable future will be retained to finance the continued growth and development of our business and we have no current intention to pay cash dividends. Our future dividend policy will depend on our earnings, capital requirements and financial condition, requirements of the financing agreements to which we are then a party and other factors considered relevant by our Board of Directors. Additionally, the terms of our existing revolving credit facility restrict us from making any cash dividends unless certain conditions and financial tests are met.

The following table provides information on shares repurchased by the Company during the fourth quarter ended July 31, 2010. For the periods presented, the shares repurchased were withheld to cover certain employee tax withholding obligations on the vesting of restricted stock awards.

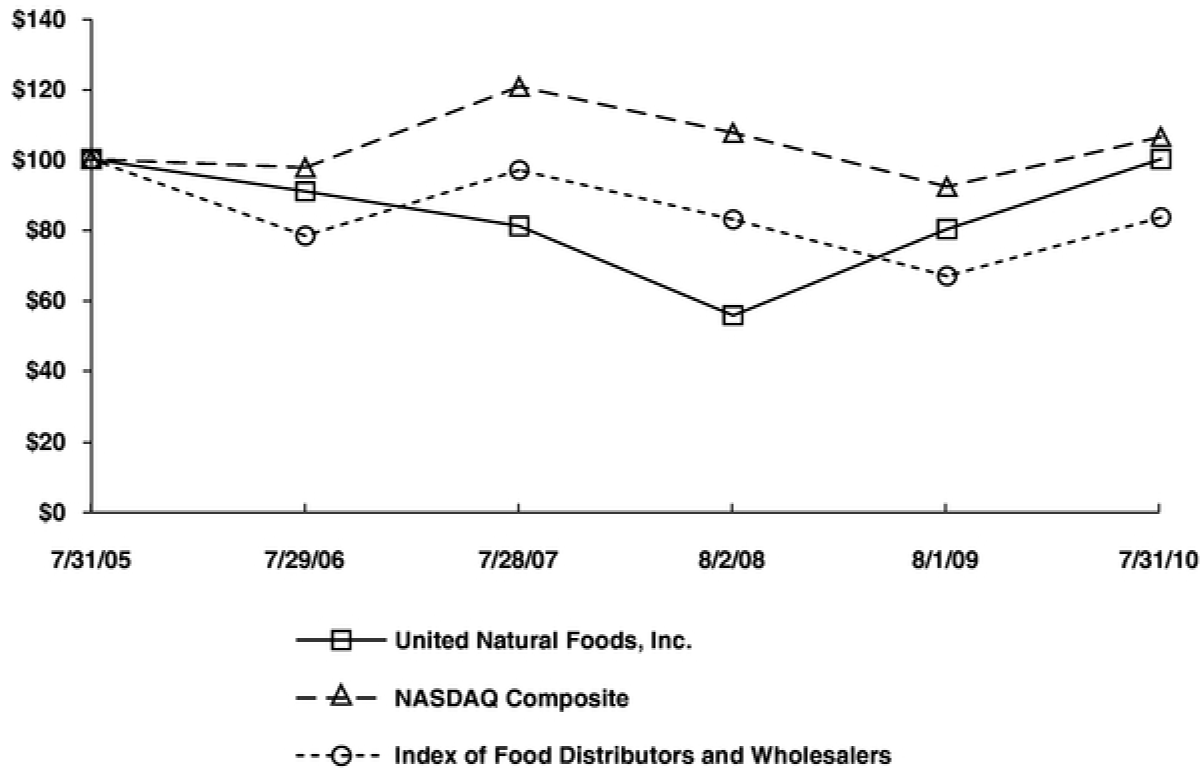
Period	Total Number of Shares Repurchased	Average Price Paid per Share	Total Number of Shares Purchased as part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares that May Yet Be Purchased Under the Plan or Programs
May 2, 2010—June 5, 2010	—	—	—	—
June 6, 2010—July 3, 2010	298	$ 30.59	—	—
July 4, 2010—July 31, 2010	—	—	—	—
Total	298	$ 30.59	—	—

Comparative Stock Performance

The graph below compares the cumulative total stockholder return on our common stock for the last five fiscal years with the cumulative total return on (i) an index of Food Service Distributors and Grocery Wholesalers and (ii) The NASDAQ Composite Index. The comparison assumes the investment of $100 on July 31, 2005 in our common stock and in each of the indices and, in each case, assumes reinvestment of all dividends. The stock price performance shown below is not necessarily indicative of future performance.

The index of Food Service Distributors and Grocery Wholesalers (referred to below as the "Peer Group") includes Nash Finch Company, SuperValu, Inc. and SYSCO Corporation. PFG was removed from the Peer Group in 2008 following its acquisition by another company.

COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN*
Among United Natural Foods, Inc., the NASDAQ Composite Index
and Index of Food Distributors and Wholesalers



* *$100 invested on 7/31/05 in stock or index, including reinvestment of dividends. Index calculated on month-end basis.*

Table of Contents

ITEM 6. SELECTED CONSOLIDATED FINANCIAL DATA

The selected consolidated financial data presented below are derived from our consolidated financial statements, which have been audited by KPMG LLP, our independent registered public accounting firm. The historical results are not necessarily indicative of results to be expected for any future period. The following selected consolidated financial data should be read in conjunction with and is qualified by reference to "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" and our Consolidated Financial Statements and Notes thereto included elsewhere in this Annual Report on Form 10-K.

Consolidated Statement of Income Data:(1)	July 31, 2010	August 1, 2009	August 2, 2008	July 28, 2007	July 29, 2006
	(In thousands, except per share data)				
Net sales	$3,757,139	$3,454,900	$3,365,857	$2,754,280	$2,433,594
Cost of sales	3,060,208	2,794,419	2,731,965	2,244,702	1,967,684
Gross profit	696,931	660,481	633,892	509,578	465,910
Operating expenses	582,029	550,560	541,413	415,337	385,982
Impairment on assets held for sale	—	—	—	756	—
Total operating expenses	582,029	550,560	541,413	416,093	385,982
Operating income	114,902	109,921	92,479	93,485	79,928
Other expense (income):					
Interest expense	5,845	9,914	16,133	12,089	11,210
Interest income	(247)	(450)	(768)	(975)	(297)
Other, net	(2,698)	275	(82)	156	(381)
Total other expense	2,900	9,739	15,283	11,270	10,532
Income before income taxes	112,002	100,182	77,196	82,215	69,396
Provision for income taxes	43,681	40,998	28,717	32,062	26,119
Net income	$ 68,321	$ 59,184	$ 48,479	$ 50,153	$ 43,277
Per share data—Basic:					
Net income	$ 1.58	$ 1.38	$ 1.14	$ 1.18	$ 1.04
Weighted average basic shares of common stock	43,184	42,849	42,690	42,445	41,682
Per share data—Diluted:					
Net income	$ 1.57	$ 1.38	$ 1.13	$ 1.17	$ 1.02
Weighted average diluted shares of common stock	43,425	42,993	42,855	42,786	42,304

Consolidated Balance Sheet Data:	July 31, 2010	August 1, 2009	August 2, 2008	July 28, 2007	July 29, 2006
	(In thousands)				
Working capital	$ 194,190	$ 169,053	$ 110,897	$216,518	$182,931
Total assets	1,250,799	1,058,550	1,084,483	800,898	704,551
Total long term debt and capital leases, excluding current portion	48,433	53,858	58,485	65,067	59,716
Total stockholders' equity	$ 630,447	$ 544,472	$ 480,050	$426,795	$363,474

(1) Includes the effect of acquisitions from the date of acquisition.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis should be read in conjunction with our consolidated financial statements and the notes thereto appearing elsewhere in this Annual Report on Form 10-K.

Forward-Looking Statements

This Annual Report on Form 10-K and the documents incorporated by reference in this Annual Report on Form 10-K contain forward-looking statements that involve substantial risks and uncertainties. In some cases you can identify these statements by forward-looking words such as "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "plans," "goal," "seek," "should," "will," and "would," or similar words. You should read statements that contain these words carefully because they discuss future expectations, contain projections of future results of operations or of financial positions or state other "forward-looking" information. The important factors listed under "Part I. Item 1A. Risk Factors," as well as any cautionary language in this Annual Report on Form 10-K, provide examples of risks, uncertainties and events that may cause our actual results to differ materially from the expectations described in these forward-looking statements. You should be aware that the occurrence of the events described under "Risk Factors" and elsewhere in this Annual Report on Form 10-K could have an adverse effect on our business, results of operations or financial condition.

Any forward-looking statements in this Annual Report on Form 10-K and the documents incorporated by reference in this Annual Report on Form 10-K are not guarantees of future performance, and actual results, developments and business decisions may differ from those envisaged by such forward-looking statements, possibly materially. We do not undertake to update any information in the foregoing reports until the effective date of our future reports required by applicable laws. Any projections of future results of operations should not be construed in any manner as a guarantee that such results will in fact occur. These projections are subject to change and could differ materially from final reported results. We may from time to time update these publicly announced projections, but we are not obligated to do so.

Overview

We believe we are the leading national distributor of natural, organic and specialty foods and non-food products in the United States and Canada. We carry more than 60,000 high-quality natural, organic and specialty foods and non-food products, consisting of national brands, regional brands, private label and master distribution products, in six product categories: grocery and general merchandise, produce, perishables and frozen foods, nutritional supplements and sports nutrition, bulk and food service products and personal care items. We serve more than 23,000 customer locations primarily located across the United States and Canada, the majority of which can be classified into one of the following categories: independently owned natural products retailers, which include buying clubs; supernatural chains, which consist solely of Whole Foods Market; conventional supermarkets, which include mass market chains; and other which includes foodservice and international.

Our operations are comprised of three principal operating divisions. These operating divisions are:

- our wholesale division, which includes our broadline natural and organic distribution business, UNFI Specialty, which is our specialty distribution business, Albert's, which is a leading distributor of organically grown produce and perishable items, and Select Nutrition, which distributes vitamins, minerals and supplements;

- our retail division, consisting of the Natural Retail Group, which operates our 12 natural products retail stores within the United States; and

- our manufacturing division, consisting of Woodstock Farms Manufacturing, which specializes in the importation, roasting, packaging and distribution of nuts, dried fruit, seeds, trail mixes, granola, natural and organic snack items, and confections, and our Blue Marble Brands product lines.

In recent years, our sales to existing and new customers have increased through the continued growth of the natural and organic products industry in general; increased market share through our high quality service and a broader product selection, including specialty products, and the acquisition of, or merger with, natural and specialty products distributors; the expansion of our existing distribution centers; the construction of new distribution centers; and the development of our own line of natural and organic branded products. Through these efforts, we believe that we have been able to broaden our geographic penetration, expand our customer base, enhance and diversify our product selections and increase our market share.

We have been the primary distributor to Whole Foods Market, for more than 12 years. Effective June 2, 2010, we amended our distribution agreement with Whole Foods Market to extend the term of the agreement for an additional seven years. Under the terms of the amended agreement, we will continue to serve as the primary wholesale natural grocery distributor to Whole Foods Market in its United States regions where we were serving as the primary distributor at the time of the amendment. The amendment extended the expiration date of the agreement from September 25, 2013 to September 25, 2020. On July 28, 2010, we announced that we had entered into an asset purchase agreement under which we have agreed to acquire certain distribution and related assets of Whole Foods Market Distribution, Inc. previously used in their self distribution of non-perishables in their Rocky Mountain and Southwest regions, and have undertaken to become the primary distributor in these regions. Consummation of the transaction is subject to certain customary closing conditions, and is expected to occur in late September 2010 in the case of the Southwest region and early October 2010 in the case of the Rocky Mountain region. Following the closing of this transaction, we will serve as the primary distributor to Whole Foods Market in all of its regions in the United States. In 2007, our relationship with Whole Foods Market was expanded to cover the former Wild Oats Markets stores retained by Whole Foods Market following Whole Foods Market's merger with Wild Oats Markets. We had served as the primary distributor of natural and organic foods and non-food products to Wild Oats Market prior to the merger. Whole Foods Market accounted for approximately 35% and 33% of our net sales for the years ended July 31, 2010 and August 1, 2009, respectively.

On June 11, 2010, we acquired the SDG assets of SunOpta through our wholly-owned subsidiary, UNFI Canada for cash consideration of $65.8 million. With the acquisition, we became the largest distributor of natural, organic and specialty foods, including kosher foods, in Canada. This was a strategic acquisition as UNFI Canada provides us with an immediate platform for growth in the Canadian market.

On November 2, 2007, we acquired DHI for total cash consideration of $85.5 million, consisting of the $84.0 million purchase price and $1.5 million of related transaction fees, subject to certain adjustments set forth in the merger agreement. UNFI Specialty operates distribution centers located in Massachusetts and Arkansas, with customers throughout the United States. Through UNFI Specialty's two distribution centers, which provide approximately 1.4 million square feet of warehouse space, as well as our broadline distribution centers where we have integrated specialty products, we distribute specialty food items (including ethnic, kosher, gourmet, organic and natural foods), health and beauty care items and other non-food items. We believe that the acquisition of DHI accomplished certain of our strategic objectives, including accelerating our expansion into a number of high-growth business segments and establishing immediate market share in the fast-growing specialty foods market. Due to our expansion into specialty foods, we gained new business with a number of conventional supermarkets during fiscal 2010. We believe that UNFI Specialty's customer base enhances our conventional supermarket business channel and that our complementary product lines continue to present opportunities for cross-selling.

In order to maintain our market leadership and improve our operating efficiencies, we seek to continually:

- expand our marketing and customer service programs across regions;
- expand our national purchasing opportunities;
- offer a broader product selection;
- offer operational excellence with high service levels and a higher percentage of on-time deliveries;
- centralize general and administrative functions to reduce expenses;
- consolidate systems applications among physical locations and regions;
- increase our investment in people, facilities, equipment and technology;
- integrate administrative and accounting functions; and
- reduce the geographic overlap between regions.

Our continued growth has allowed us to expand our existing facilities and open new facilities to achieve increasing operating efficiencies. We have made significant capital expenditures and incurred considerable expenses in connection with the opening and expansion of our facilities. We have increased our distribution capacity to approximately 7.6 million square feet. We opened our Sarasota, Florida warehouse in the first quarter of fiscal 2008 in order to reduce the geographic area served by our Atlanta, Georgia facility. Our 237,000 square foot distribution center in Ridgefield, Washington commenced operations in December 2007 and serves as a regional distribution hub for customers in Portland, Oregon and other Northwest markets. Our 613,000 square foot distribution center in Moreno Valley, California commenced operations in September 2008 and serves our customers in Southern California, Arizona, Southern Nevada, Southern Utah, and Hawaii. Our newly leased, 675,000 square foot distribution center in York, Pennsylvania, commenced operations in January 2009, and replaces our New Oxford, Pennsylvania facility serving customers in New York, New Jersey, Pennsylvania, Delaware, Maryland, Ohio, Virginia, and West Virginia. In April 2009, we successfully relocated our UNFI Specialty distribution facility in East Brunswick, New Jersey to the York, Pennsylvania distribution center, creating our first fully integrated facility offering a full assortment of natural, organic, and specialty foods. Finally, in July 2010, we commenced operations at a new facility in Lancaster, Texas, which began shipping to customers throughout the Southwestern United States, including Texas, Oklahoma, New Mexico, Arkansas and Louisiana in late September 2010.

Our net sales consist primarily of sales of natural, organic and specialty products to retailers, adjusted for customer volume discounts, returns and allowances. Net sales also consist of amounts charged by us to customers for shipping and handling and fuel surcharges. The principal components of our cost of sales include the amounts paid to manufacturers and growers for product sold, plus the cost of transportation necessary to bring the product to our distribution facilities. Cost of sales also includes amounts incurred by us at our manufacturing subsidiary, Woodstock Farms Manufacturing, for inbound transportation costs and depreciation for manufacturing equipment, offset by consideration received from suppliers in connection with the purchase or promotion of the suppliers' products. Our gross margin may not be comparable to other similar companies within our industry that may include all costs related to their distribution network in their costs of sales rather than as operating expenses. We include purchasing and outbound transportation expenses within our operating expenses rather than in our cost of sales. Total operating expenses include salaries and wages, employee benefits (including payments under our Employee Stock Ownership Plan), warehousing and delivery, selling, occupancy, insurance, administrative, share-based compensation, depreciation and amortization expense. Other expenses (income) include interest on our outstanding indebtedness, interest income and miscellaneous income and expenses. In fiscal 2010, other expense (income) includes a gain of $2.8 million recorded by the Company in the fourth quarter upon settlement of the forward contract entered into by the Company to swap U.S. dollars for Canadian dollars in connection with the purchase of the SDG assets in connection with the purchase of the SDG assets.

Critical Accounting Policies

The preparation of our consolidated financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. The Securities and Exchange Commission has defined critical accounting policies as those that are both most important to the portrayal of our financial condition and results and require our most difficult, complex or subjective judgments or estimates. Based on this definition, we believe our critical accounting policies are: (i) determining our allowance for doubtful accounts, (ii) determining our reserves for the self-insured portions of our workers' compensation and automobile liabilities and (iii) valuing goodwill and intangible assets. For all financial statement periods presented, there have been no material modifications to the application of these critical accounting policies.

Allowance for doubtful accounts

We analyze customer creditworthiness, accounts receivable balances, payment history, payment terms and historical bad debt levels when evaluating the adequacy of our allowance for doubtful accounts. In instances where a reserve has been recorded for a particular customer, future sales to the customer are conducted using either cash-on-delivery terms, or the account is closely monitored so that as agreed upon payments are received, orders are released; a failure to pay results in held or cancelled orders. Our accounts receivable balance was $217.1 million and $179.5 million, net of the allowance for doubtful accounts of $6.3 million and $7.0 million, as of July 30, 2010 and August 1, 2009, respectively. Our notes receivable balances were $3.3 million and $4.0 million, net of the allowance for doubtful accounts of $1.4 million and $1.9 million, as of July 31, 2010 and August 1, 2009, respectively.

Insurance reserves

It is our policy to record the self-insured portions of our workers' compensation and automobile liabilities based upon actuarial methods of estimating the future cost of claims and related expenses that have been reported but not settled, and that have been incurred but not yet reported. Any projection of losses concerning workers' compensation and automobile liability is subject to a considerable degree of variability. Among the causes of this variability are unpredictable external factors affecting litigation trends, benefit level changes and claim settlement patterns. If actual claims incurred are greater than those anticipated, our reserves may be insufficient and additional costs could be recorded in our consolidated financial statements. Accruals for workers' compensation and automobile liabilities totaled $15.9 million and $14.7 million as of July 31, 2010 and August 1, 2009, respectively.

Valuation of goodwill and intangible assets

We are required to test goodwill for impairment at least annually, and between annual tests if events occur or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount. We have elected to perform our annual tests for indications of goodwill impairment during the fourth quarter of each fiscal year. Based on future expected cash flows, we test for goodwill impairment at the reporting unit level. Our reporting units are at or one level below the operating segment level. The goodwill impairment analysis is a two-step test. The first step, used to identify potential impairment, involves comparing each reporting unit's estimated fair value to its carrying value, including goodwill. Each reporting unit regularly prepares discrete operating forecasts and uses these forecasts as the basis for the assumptions used in the discounted cash flow analysis. If the estimated fair value of a reporting unit exceeds its carrying value, goodwill is considered not to be impaired. If the carrying value exceeds estimated fair value, there is an indication of potential impairment and the second step is performed to measure the amount of impairment. If required, the second step involves calculating an implied fair value of goodwill for each reporting unit for which the first step indicated potential impairment. The implied fair value of goodwill is determined in a manner similar to the amount of goodwill calculated in a business combination, by measuring the excess of the estimated fair value of the reporting unit, as determined in the first step, over the aggregate estimated fair values of the individual assets, liabilities and identifiable intangibles as if the reporting unit was being acquired in a business combination. If the implied fair value of goodwill exceeds the carrying value of goodwill assigned to the reporting unit, there is no impairment. If the carrying value of goodwill assigned to a reporting unit exceeds the implied fair value of the goodwill, an impairment charge is recorded for the excess.

As of July 31, 2010, our annual assessment of each of our reporting units indicated that no impairment of goodwill existed as the fair value of each reporting unit exceeded its carrying value. Approximately 91% of our goodwill is within our wholesale reporting unit. For the wholesale reporting unit, the fair value was more than 50% in excess of its carrying value and none of our reporting units were considered to be at risk of failing step one of the impairment test. Total goodwill as of July 31, 2010 and August 1, 2009 was $186.9 million and $164.3 million, respectively.

Intangible assets with indefinite lives are tested for impairment at least annually and between annual tests if events occur or circumstances change that would indicate that the value of the asset may be impaired. Impairment is measured as the difference between the fair value of the asset and its carrying value. As of our most recent annual impairment test, the fair value of each of our indefinite lived intangible assets was in excess of its carrying value. Our most significant indefinite-lived intangible asset represents approximately 59% of our total indefinite-lived intangible assets and its fair value was approximately 69% in excess of its carrying value. One of our indefinite-lived intangible assets, which represents approximately 2% of our total indefinite-lived intangible assets, had a fair value of less than 10% in excess of its respective carrying value. The projections used in the impairment assessments for this asset assume sales growth of approximately 5% per year, gross margin improvements of approximately 10% over the five year projection and operating expenses which represent a slight improvement over current levels as a percentage of sales. Total indefinite lived intangible assets as of July 31, 2010 and August 1, 2009 were $28.8 million and $27.4 million, respectively.

Intangible assets with finite lives are tested for impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Cash flows expected to be generated by the related assets are estimated over the asset's useful life based on updated projections. If the evaluation indicates that the carrying amount of the asset may not be recoverable, the potential impairment is measured based on a projected discounted cash flow model. There have been no events or changes in circumstances indicating that the carrying value of our finite-lived intangibles are not recoverable during 2010. Total finite-lived intangible assets as of July 31, 2010 and August 1, 2009 were $21.4 million and $10.9 million, respectively.

The assessment of the recoverability of goodwill and intangible assets will be impacted if estimated future cash flows are not achieved.

Results of Operations

The following table presents, for the periods indicated, certain income and expense items expressed as a percentage of net sales:

	Year ended		
	July 31, 2010	**August 1, 2009**	**August 2, 2008**
Net sales	100.0%	100.0%	100.0%
Cost of sales	81.5%	80.9%	81.2%
Gross profit	18.5%	19.1%	18.8%
Operating expenses	15.4%	15.9%	16.1%
Impairment on assets held for sale	0.0%	0.0%	0.0%
Total operating expenses	15.4%*	15.9%	16.1%
Operating income	3.1%	3.2%	2.7%
Other expense (income):			
Interest expense	0.2%	0.3%	0.5%
Interest income	0.0%	0.0%	0.0%
Other, net	(0.1%)	0.0%	0.0%
Total other expense	0.1%	0.3%	0.5%
Income before income taxes	3.0%	2.9%	2.3%*
Provision for income taxes	1.2%	1.2%	0.9%
Net income	1.8%	1.7%	1.4%

* *Total reflects rounding*

Note: Our 2008 fiscal year included 53 weeks of operations while our 2009 and 2010 fiscal years included 52 weeks of operations.

Fiscal year ended July 31, 2010 compared to fiscal year ended August 1, 2009

Net Sales

Our net sales for the fiscal year ended July 31, 2010 increased approximately 8.7%, or $302.2 million, to a record $3.8 billion from $3.5 billion for the year ended August 1, 2009. This increase was primarily due to organic growth (sales growth excluding the impact of acquisitions) in our wholesale division of $283.3 million. Our organic growth is due to the continued growth of the natural products industry in general, increased market share as a result of our focus on service and value added services, and the opening of new, and expansion of existing, distribution centers, which allow us to carry a broader selection of products. In addition to net sales growth attributable to our organic growth, we also benefited from the inclusion of $22.1 million in sales from our acquisition of UNFI Canada during the fourth quarter of fiscal 2010. Our improvement in net sales also reflected year over year improvement in sales of our specialty products, which had been negatively affected by the difficult economic environment present throughout our 2009 fiscal year. In addition, we believe that the integration of our specialty business in certain of our markets has allowed us to attract customers that we would not have been able to attract without that business as many customers seek a single source for their natural, organic and specialty products.

Our net sales by customer type for the years ended July 31, 2010 and August 1, 2009 were as follows (in millions):

Customer Type	2010 Net Sales	% of Total Net Sales	2009 Net Sales	% of Total Net Sales
Independently owned natural products retailers	$ 1,506	40%	$ 1,445	42%
Supernatural chains	$ 1,317	35%	$ 1,143	33%
Conventional supermarkets	$ 771	21%	$ 691	20%
Other	$ 163	4%	$ 176	5%
Total	$ 3,757	100%	$ 3,455	100%

Net sales to Whole Foods Market for the year ended July 31, 2010 increased by approximately $174 million or 15.2% and accounted for approximately 35% and 33% of our total net sales for the years ended July 31, 2010 and August 1, 2009, respectively. Whole Foods Market is our only supernatural chain customer following its acquisition of Wild Oats Markets in August 2007. We continue to sell to the Henry's and Sun Harvest locations that were divested by Whole Foods Market when it acquired Wild Oats Markets, and these sales are classified in the conventional supermarket channel. The increase in sales to Whole Foods Market is primarily due to increases in same-store sales.

Net sales to conventional supermarkets for the year ended July 31, 2010 increased by approximately $80 million, or 11.6% from fiscal 2009 and represented approximately 21% of total net sales in fiscal 2010 compared to 20% in fiscal 2009. The increase in net sales to conventional supermarkets is primarily due to several large new customers that we began servicing during the year based on our consolidated market strategy of natural, organic and specialty from one supplier, as well as $10.2 million of net sales to conventional supermarkets by UNFI Canada.

Net sales to our independent retailer channel increased by $61 million, or 4.2% during the year ended July 31, 2010 compared to the year ended August 1, 2009. While net sales in this channel have increased, they have grown at a slower rate than net sales in our supernatural and conventional supermarket channels, and therefore represent a lower percentage of our total net sales.

Other net sales, which include sales to foodservice and international, decreased by approximately $13 million, or 7.4% during the year ended July 31, 2010 and accounted for approximately 4% of total net sales compared to 5% of total net sales for the year ended August 1, 2009.

During the second half of fiscal 2010 we began to see steady improvement in our net sales and a reduction in the volatility of net sales, as compared to what we experienced throughout our 2009 fiscal year. As we continue to aggressively pursue new customers and as economic conditions continue to stabilize, we expect net sales for fiscal 2011 to improve over fiscal 2010 in both our organic line and our specialty line. We believe that this projected sales growth will come from both sales to new customers and an increase in the number of products that we sell to existing customers. We expect that most of this growth will occur in our lower gross margin supernatural and conventional supermarket channels, including the impact of becoming Whole Foods Market's primary distributor in its Southwest and Rocky Mountain regions. Although sales to these customers typically generate lower gross margins than sales to customers within our independent retailer channel, they also carry a lower average cost to serve than sales to our independent customers. We believe that the integration of our specialty business in certain of our markets has allowed us to attract customers that we would not have been able to attract without that business as many customers seek a single source for their natural, organic and specialty products. We also believe that our further integration of the specialty business in our markets will continue to allow us to pursue a broader array of customers.

Gross Profit

Our gross profit increased approximately 5.5%, or $36.4 million, to $696.9 million for the year ended July 31, 2010, from $660.5 million for the year ended August 1, 2009. Our gross profit as a percentage of net sales was 18.5% for the year ended July 31, 2010 and 19.1% for the year ended August 1, 2009. The change in gross profit as a percentage of net sales is primarily due to the change in the mix of net sales by channel during 2010 compared to 2009. In addition, gross profit as a percentage of net sales during the year ended August 1, 2009 was positively impacted by fuel surcharge revenues and sales of our branded product lines.

Our gross profits are generally higher on net sales to independently owned retailers and lower on net sales in the conventional supermarket and the supernatural channels. For the year ended July 31, 2010 approximately $255 million of our total net sales growth was from increased net sales in the conventional supermarket and supernatural channels, while net sales growth from the independent and other channels was approximately $47 million. As a result, approximately 56% of our total net sales in fiscal 2010 were to the conventional supermarket and supernatural channels compared to approximately 53% in fiscal 2009. This change in sales mix from 2009 to 2010 resulted in lower gross profits as a percentage of sales during 2010. We anticipate net sales growth in the conventional supermarket and supernatural channels will continue to outpace growth in the independent and other channels.

We expect that our expansion with Whole Foods Market, both as a result of organic growth and as a result of becoming their primary distributor in their Rocky Mountain and Southwest regions, and our opportunities in the conventional supermarket channel will continue to generate lower gross profit percentages than our historical rates. We will seek to fully offset these reductions in gross profit percentages by reducing our operating expenses as a percent of net sales primarily through improved efficiencies in our supply chain and improvements to our IT infrastructure.

Operating Expenses

Our total operating expenses increased approximately 5.7%, or $31.4 million, to $582.0 million for the year ended July 31, 2010, from $550.6 million for the year ended August 1, 2009. The increase in total operating expenses for the year ended July 31, 2010 was primarily due to higher sales volume along with ramp-up costs for on-boarding of certain new customers. Our operating expenses in fiscal 2010 also include approximately $5.2 million in operating expenses for UNFI Canada since the date of acquisition as well as approximately $1.0 million in transaction expenses directly related to the acquisition of the SDG assets from SunOpta. In addition, operating expenses for the year ended July 31, 2010 include severance charges of $0.7 million related to the departure of two former senior officers, expenses of $1.3 million related to the closing of an underperforming retail location, an adjustment of $0.8 million to workers' compensation expense related to a prior year's acquisition, higher share-based compensation expenses, increases to health insurance expense and $1.8 million in labor and other start-up expenses related to our new distribution facility in Lancaster, Texas which should become fully operational in fiscal 2011. These increases were partially offset by on-going cost control measures and lower bad debt expenses in the current year of $1.1 million compared to $4.8 million for the prior year. Unallocated corporate expenses have increased $15.4 million during the year ended July 31, 2010 compared to the year ended August 1, 2009, primarily due to the continued development of a national platform across many functional areas.

Total operating expenses for fiscal 2010 include share-based compensation expense of $8.1 million, compared to $5.5 million in fiscal 2009. Share-based compensation expense for the year ended July 31, 2010 includes approximately $1.0 million in expense related to the vesting of a performance share-based award granted to our Chief Executive Officer in November of 2008 related to certain financial goals for the period ended July 31, 2010. See Note 3 "Stock Option Plans" to our Consolidated Financial

Statements included in "Item 8. Financial Statements and Supplementary Data" of this Annual Report on Form 10-K.

As a percentage of net sales, total operating expenses decreased to approximately 15.4% for the year ended July 31, 2010, from approximately 15.9% for the year ended August 1, 2009. The decrease in total operating expenses as a percentage of net sales was primarily attributable to the growth in the supernatural and conventional supermarket channels which in general have lower operating expenses, as well as expense control programs across all of our divisions. We were able to manage our fuel costs despite rising prices by locking in the price of a portion of our expected fuel usage, updating and revising existing routes to reduce miles traveled, reducing idle times and other similar measures. Our expansion into Lancaster, Texas, where our new leased facility commenced operations in July 2010 and began servicing customers in late September 2010, will further reduce our fuel costs as a percentage of net sales as we will be able to further reduce the number of miles traveled to serve our customers in Texas, Oklahoma, New Mexico, Arkansas and Louisiana who were primarily served from our facility in Denver, Colorado. We also expect that we will be able to continue to reduce our operating expenses as we continue the roll out of our supply chain initiatives including a national warehouse management and procurement system which was launched in the new Lancaster, Texas facility and is expected to be rolled out in all of our distribution centers by the end of 2012. During the year ended August 1, 2009, we incurred $7.2 million in labor, lease termination, and start-up expenses related to our then new distribution facilities in Moreno Valley, California and York, Pennsylvania and the closing of our East Brunswick, New Jersey facility.

Operating Income

Operating income increased approximately 4.5%, or $5.0 million, to $114.9 million for the year ended July 31, 2010, from $109.9 million for the year ended August 1, 2009. As a percentage of net sales, operating income was 3.1% for the year ended July 31, 2010 compared to 3.2% for the year ended August 1, 2009. The increase in operating income is attributable to the decrease in total operating expenses as a percentage of net sales during 2010 compared to 2009, offset by the decrease in gross profit as a percentage of net sales over the same period.

Other Expense (Income)

Other expense (income) decreased $6.8 million to $2.9 million for the year ended July 31, 2010, from $9.7 million for the year ended August 1, 2009. Interest expense for the year ended July 31, 2010 decreased to $5.8 million from $9.9 million in the year ended August 1, 2009. The decrease in interest expense was due primarily to lower average debt levels during the year as we managed our inventory balances, as well as the decrease in interest rates in 2010 compared to 2009. While average debt levels were lower in fiscal 2010 when compared to fiscal 2009, our debt level increased significantly in the fourth quarter of fiscal 2010 as we financed our purchase of the SDG assets from SunOpta with borrowings under our revolving credit facility. In connection with the expected purchase of the SDG assets, we entered into a forward contract to swap US dollars for Canadian dollars. During the fourth quarter of the fiscal year ended July 31, 2010, we recognized a gain of $2.8 million, which is recorded in other income, upon settlement of the contract. Interest income for the year ended July 31, 2010 decreased to $0.2 million from $0.5 million in the year ended August 1, 2009.

Provision for Income Taxes

Our effective income tax rate was 39.0% and 40.9% for the years ended July 31, 2010 and August 1, 2009, respectively. The decrease in the effective income tax rate for the year ended July 31, 2010 is primarily due to tax credits associated with the installation of hydrogen powered lift trucks in our Sarasota, Florida facility. The increase in the effective income tax rate for the year ended August 1, 2009 was primarily due to increases in state taxes. Our effective income tax rate in both fiscal years was also affected by share-based compensation for incentive stock options and the timing of disqualifying dispositions of certain share-based compensation awards. Certain incentive stock option expenses are not deductible for tax purposes unless a disqualifying disposition occurs. A disqualifying disposition occurs when the option holder sells shares within one year of exercising an incentive stock option and within two years of original grant. We receive a tax benefit in the period that the disqualifying disposition occurs. Our effective income tax rate will continue to be effected by the tax impact related to incentive stock options and the timing of tax benefits related to disqualifying dispositions. In fiscal 2011, we expect our effective tax rate to be in the range of 39.0% to 40.0%.

Net Income

Reflecting the factors described in more detail above, net income increased $9.1 million to $68.3 million, or $1.57 per diluted share, for the year ended July 31, 2010, compared to $59.2 million, or $1.38 per diluted share, for the year ended August 1, 2009.

Fiscal year ended August 1, 2009 compared to fiscal year ended August 2, 2008

Net Sales

Our net sales increased approximately 2.6%, or $89.0 million, to a record $3.5 billion for the year ended August 1, 2009, from $3.4 billion for the year ended August 2, 2008, which included an extra week. This increase was primarily due to organic growth (sales growth excluding the impact of acquisitions) in our wholesale distribution division of $82.9 million. Our organic growth is due to the continued growth of the natural products industry in general, increased market share as a result of our focus on service and added value services, and the opening of new, and expansion of existing, distribution centers, which allow us to carry a broader selection of products. In addition to net sales growth attributable to our organic growth, we also benefited from the inclusion of product sales from the three branded product lines we acquired during fiscal 2009. We acquired DHI on November 2, 2007, and therefore our results for the year ended August 2, 2008 include amounts attributable to this business for only approximately nine months.

Our net sales by customer type for the years ended August 1, 2009 and August 2, 2008 were as follows (in millions):

Customer Type	2009 Net Sales	% of Total Net Sales	2008 Net Sales	% of Total Net Sales
Independently owned natural products retailers	$ 1,445	42%	$ 1,420	42%
Supernatural chains	$ 1,143	33%	$ 1,042	31%
Conventional supermarkets	$ 691	20%	$ 756	23%
Other	$ 176	5%	$ 148	4%
Total	$ 3,455	100%	$ 3,366	100%

Whole Foods Market accounted for approximately 33% and 31% of our net sales for the years ended August 1, 2009 and August 2, 2008, respectively. Whole Foods Market is our only supernatural chain following its acquisition of Wild Oats Markets in August 2007. We continue to sell to the Henry's and Sun Harvest locations that were divested by Whole Foods Market when it acquired Wild Oats Markets, and these sales are classified in the conventional supermarket channel.

Net sales to conventional supermarkets for the year ended August 1, 2009 decreased by approximately $65 million, or 8.6% from fiscal 2008 and represented approximately 20% of total net sales in fiscal 2009 compared to 23% in fiscal 2008. The decrease in sales to the conventional supermarket channel is the result of customer losses within UNFI Specialty that were in process before our acquisition of DHI.

Net sales to our independent retailer channel increased by $25 million, or 1.8% during the year ended August 1, 2009 compared to the year ended August 2, 2008. While net sales in this channel have increased, they have grown at a slower rate than net sales in our supernatural and conventional supermarket channels.

Other net sales, which include sales to foodservice and international, increased by approximately $28 million or 18.9% during the year ended August 1, 2009 and accounted for approximately 5% of total net sales compared to 4% of total net sales for fiscal 2008.

Gross Profit

Our gross profit increased approximately 4.2%, or $26.6 million, to $660.5 million for the year ended August 1, 2009, from $633.9 million for the year ended August 2, 2008. Our gross profit as a percentage of net sales was 19.1% for the year ended August 1, 2009 and 18.8% for the year ended August 2, 2008. Gross profit as a percentage of net sales during the year ended August 1, 2009 was positively impacted by sales from UNFI Specialty, fuel surcharge revenues of $8.2 million, and sales of our branded product lines.

We continue to expect UNFI Specialty's full service supermarket model to generate a higher gross margin over the long-term in our core distribution business; however, we also expect to incur higher operating expenses in providing those services. Under this model, we provide services typically performed by supermarket employees to our customers, such as stocking shelves, placing sales orders and rotating out damaged and expired products. We expect this benefit will be offset in part by other conventional supermarket and supernatural business which does not require this full service model, and therefore provides a lower gross margin percentage.

Operating Expenses

Our total operating expenses increased approximately 1.7%, or $9.1 million, to $550.6 million for the year ended August 1, 2009, from $541.4 million for the year ended August 2, 2008. The increase in total operating expenses for the year ended August 1, 2009 was primarily due to increases of $7.1 million in information technology expenses, a $7.1 million increase in health insurance expenses, a $3.5 million increase in fixed asset depreciation and a $1.0 million increase in amortization expense related to certain of our intangibles resulting from the purchase of DHI, partially offset by expense control programs across all of the Company's divisions. We were able to partially offset the effect of rising fuel prices by increasing delivery sizes, improving route design and by opening new facilities which reduce the total distance traveled to customers.

Total operating expenses for fiscal 2009 includes share-based compensation expense of $5.5 million, compared to $4.7 million in fiscal 2008. See Note 3 "Stock Option Plans" to our Consolidated Financial Statements included in "Item 8. Financial Statements and Supplementary Data" of this Annual Report on Form 10-K.

As a percentage of net sales, total operating expenses decreased to approximately 15.9% for the year ended August 1, 2009, from approximately 16.1% for the year ended August 2, 2008. The decrease in operating expenses as a percentage of net sales was primarily attributable to expense control programs, as well as lower operating expenses related to UNFI Specialty. During the year ended August 1, 2009, we incurred $7.2 million in labor, lease termination, and start-up expenses related to our new distribution facilities in Moreno Valley, California and York, Pennsylvania and the closing of our East Brunswick, New Jersey facility. We incurred higher operating expenses during the year ended August 2, 2008 related to our branded product lines, as we built our infrastructure to support anticipated new business, and $6.3 million in labor start-up expenses related to our then new distribution facilities in Sarasota, Florida, Ridgefield, Washington, Moreno Valley, California and York, Pennsylvania. We expect that the opening of new facilities will contribute efficiencies and lead to lower operating expenses related to sales over the long-term. As noted above, however, we expect to continue to incur operating expenses higher than we historically have experienced as a result of UNFI Specialty's full service supermarket model.

Operating Income

Operating income increased approximately 18.9%, or $17.4 million, to $109.9 million for the year ended August 1, 2009, from $92.5 million for the year ended August 2, 2008. As a percentage of net sales, operating income was 3.2% for the year ended August 1, 2009 compared to 2.7% for the year ended August 2, 2008.

Other Expense (Income)

Other expense (income) decreased $5.5 million to $9.7 million for the year ended August 1, 2009, from $15.3 million for the year ended August 2, 2008. Interest expense for the year ended August 1, 2009 decreased to $9.9 million from $16.1 million in the year ended August 2, 2008. The decrease in interest expense was due primarily to the decrease in debt levels as we managed our inventory balances, as well as the decrease in interest rates. Interest income for the year ended August 1, 2009 decreased to $0.5 million from $0.8 million in the year ended August 2, 2008.

Provision for Income Taxes

Our effective income tax rate was 40.9% and 37.2% for the years ended August 1, 2009 and August 2, 2008, respectively. The increase in the effective income tax rate for the year ended August 1, 2009 was primarily due to increases in state taxes. The effective income tax rate for the year ended August 2, 2008 was lower than our historical effective rate primarily due to tax credits associated with the solar panel installation projects at our Rocklin, California and Dayville, Connecticut distribution facilities. This decrease was offset by an increase in our effective income tax rate due to the acquisition of DHI. Our effective income tax rate in both fiscal years was also affected by share-based compensation for incentive stock options and the timing of disqualifying dispositions of certain share-based compensation awards. Certain incentive stock option expenses are not deductible for tax purposes unless a disqualifying disposition occurs. A disqualifying disposition occurs when the option holder sells shares within one year of exercising an incentive stock option and within two years of original grant. We receive a tax benefit in the period that the disqualifying disposition occurs. Our effective income tax rate will continue to be effected by the tax impact related to incentive stock options and the timing of tax benefits related to disqualifying dispositions.

Net Income

Net income increased $10.7 million to $59.2 million, or $1.38 per diluted share, for the year ended August 1, 2009, compared to $48.5 million, or $1.13 per diluted share, for the year ended August 2, 2008.

Liquidity and Capital Resources

We finance our day to day operations and growth primarily with cash flows from operations, borrowings under our credit facility, operating leases, trade payables and bank indebtedness. In addition, from time to time, we may issue equity and debt securities to finance our operations and acquisitions. We feel that our cash on hand and available credit through our current revolving credit facility as discussed below is sufficient for our operations and planned capital expenditures over the next twelve months. We expect to generate an average of $30 million to $50 million in cash flow from operations per year for the 2011 and 2012 fiscal years. We intend to continue to utilize this cash generated from operations to pay down our debt levels, and fund working capital and capital expenditure needs. We intend to manage capital expenditures to no more than approximately 1% of net sales for the 2011 and 2012 fiscal years. We plan to assess our existing revolving credit facility and our financing needs once the facility draws closer to its maturity date in November 2012.

On November 2, 2007, we amended our $250 million secured revolving credit facility with a bank group led by Bank of America Business Capital as the administrative agent, to temporarily increase the maximum borrowing base under the revolving credit facility from $250 million to $270 million. We used the funds available to us as a result of this amendment to fund a portion of the purchase price for our acquisition of DHI. On November 27, 2007, we amended this facility to increase the maximum borrowing base under the revolving credit facility from $270 million to $400 million, and provide the Company with a one-time option, subject to approval by the lenders under the revolving credit facility, to increase the borrowing base by up to an additional $50 million. In connection with this amendment, we also entered into a securities pledge agreement pursuant to which we and DHI pledged to the administrative agent all of our or DHI's right, title and interest in and to the equity interests in our subsidiaries, whether then existing or thereafter acquired. Interest accrues on borrowings under the revolving credit facility, at our option, at either the base rate (the applicable prime lending rate of Bank of America Business Capital, as announced from time to time) or at one-month LIBOR plus 0.75%. The $400 million credit facility matures on November 27, 2012. The revolving credit facility supports our working capital requirements in the ordinary course of business and provides capital to grow our business organically or through acquisitions. Our borrowing base is determined as the lesser of (1) $400 million or (2) the fixed percentages of our previous fiscal month-end eligible accounts receivable and inventory levels. As of July 31, 2010, our borrowing base, which was calculated based on our eligible accounts receivable and inventory levels, was $397.1 million. As of July 31, 2010, we had $242.6 million outstanding under our credit facility, $20.0 million in letter of credit commitments and $1.3 million in reserves which generally reduces our available borrowing capacity under our revolving credit facility on a dollar for dollar basis. When our borrowing base as calculated above is equal to $400 million, reserves do not reduce available borrowing capacity. Our resulting remaining availability was $133.2 million as of July 31, 2010.

In April 2003, we executed a term loan agreement in the principal amount of $30 million secured by the real property that was released from the lien under our revolving credit facility in accordance with an amendment to the loan and security agreement related to that facility. The term loan is repayable over seven years based on a fifteen-year amortization schedule. Interest on the term loan initially accrued at one-month LIBOR plus 1.50%. In December 2003, we amended this term loan agreement by increasing the principal amount from $30 million to $40 million under the existing terms and conditions. On July 29, 2005, we entered into an amended term loan agreement which further increased the principal amount of this term loan from $40 million to up to $75 million, decreased the rate at which interest accrues to one-month LIBOR plus 1.00%, and extended the maturity date to July 28, 2012. In connection with the amendments to our revolving credit facility described above, effective November 2, 2007 and November 27, 2007, we amended the term loan agreement to conform certain terms and conditions to the corresponding terms and conditions under our revolving credit facility. As of July 31, 2010, $51.8 million was outstanding under the term loan agreement.

On June 4, 2008, we further amended our revolving credit facility and our term loan agreement, effective as of May 28, 2008, in order to (i) waive events of default as a result of our noncompliance at April 26, 2008 with the fixed charge coverage ratio covenants under the revolving credit facility and our term loan agreement (the "Fixed Charge Coverage Ratio Covenants"), (ii) increase the interest rate applicable to borrowings under each of our revolving credit facility and our term loan by 0.25% during the period from June 1, 2008 through the date on which we demonstrate compliance with the applicable Fixed Charge Coverage Ratio Covenants, and (iii) exclude non-cash share based compensation expense from the calculation of EBITDA (as defined in the applicable agreement) in connection with the calculation of the fixed charge coverage ratio under the revolving credit facility and the term loan agreement. The revolving credit facility and our term loan agreement, as amended, require us to maintain a minimum fixed charge coverage ratio of 1.5 to 1.0 and 1.45 to 1.0, respectively, each calculated at the end of each of our fiscal quarters on a rolling four quarter basis. We were in compliance with the Fixed Charge Coverage Ratio Covenants as of the fiscal year ended July 31, 2010. The principal reason for our earlier noncompliance with the Fixed Charge Coverage Ratio Covenants was the high level of capital expenditures we made in the trailing twelve month period ended April 26, 2008. In April 2009, we further amended our revolving credit facility and our term loan agreement, effective as of February 25, 2009, in order to update certain information as a result of our stock purchase acquisitions completed during fiscal year 2009 and provided similar updated information in June 2010 in connection with our acquisition of the SDG assets.

In August 2005, we entered into an interest rate swap agreement effective July 29, 2005. This interest rate swap agreement has an initial notional amount of $50 million and provides for us to pay interest at a fixed rate of 4.70% while receiving interest for the same period at one-month LIBOR on the same notional principal amount. The interest rate swap agreement has a seven year term with an amortizing notional amount which adjusts down on the dates payments are due on the underlying term loan. The swap has been entered into as a hedge against LIBOR movements on current variable rate indebtedness totaling $51.8 million at one-month LIBOR plus 1.00%, thereby fixing our effective rate on the notional amount at 5.70%. One-month LIBOR was 0.31% as of July 31, 2010. The swap agreement qualifies as an "effective" hedge under ASC 815, *Derivatives and Hedging*.

Our capital expenditures for the 2010 fiscal year were $55.1 million. We believe that our capital requirements for fiscal 2011 will be between $42 and $45 million. We expect to finance these requirements with cash generated from operations and borrowings under our revolving credit facility. Our planned capital projects will provide both expanded facilities and technology that we believe will provide us with increased efficiency and the capacity to continue to support the growth of our customer base. We believe that our future capital requirements will be lower than our anticipated fiscal 2011 requirements, as a percentage of net sales, although we plan to continue to invest in technology and expand our facilities. Future investments and acquisitions will be financed through either equity or long-term debt negotiated at the time of the potential acquisition.

Net cash provided by operations was $66.1 million for the year ended July 31, 2010, a decrease of $42.2 million from the $108.3 million provided by operations for the year ended August 1, 2009. The primary reasons for the decrease in cash flows from operations for the year ended July 31, 2010 were an increase in inventories of $55.8 million due to our sales growth during the year and the inventory build-up for our new facility in Lancaster, Texas. Net cash provided by operations of $108.3 million for the year ended August 1, 2009 was primarily the result of an increase in net income and a decrease in inventories. Net cash provided by operations of $9.1 million for the year ended August 2, 2008 was the result of net income of $48.5 million, the $58.1 million investment in inventories, and the $8.3 million decrease in accounts payable. Days in inventory was 50 days at July 31, 2010 and 52 days at August 1, 2009. Days sales outstanding improved slightly to 20 days at July 31, 2010, compared to 21 days at August 1, 2009. Working capital increased by $25.1 million, or 14.9%, to $194.2 million at July 31, 2010, compared to working capital of $169.1 million at August 1, 2009.

Net cash used in investing activities increased $81.9 million to $118.7 million for the year ended July 31, 2010, compared to $36.8 million for the year ended August 1, 2009. The increase from the fiscal year ended August 1, 2009 was primarily due to the purchase of the SDG assets from SunOpta, as well as capital expenditures related to our new leased Lancaster, Texas facility including our supply chain initiatives related to warehouse management software which are going live with this facility. Net cash used in investing activities was $158.9 million for the year ended August 2, 2008. The decrease in the fiscal year ended August 1, 2009 compared to the fiscal year ended August 2, 2008 was primarily due to the fiscal 2008 purchase of DHI included in purchases of acquired businesses, net of cash.

Table of Contents

Net cash provided by financing activities was $56.0 million for the year ended July 31, 2010, primarily due to borrowings on notes payable of $42.6 million. Net cash used in financing activities was $86.6 million for the year ended August 1, 2009, primarily due to repayments on borrowings under notes payable. Net cash provided by financing activities was $158.1 million for the year ended August 2, 2008, primarily due to financing related to our acquisition of DHI, partially offset by repayments on long-term debt.

On December 1, 2004, our Board of Directors authorized the repurchase of up to $50 million of common stock from time to time in the open market or in privately negotiated transactions. As part of the stock repurchase program, we purchased 228,800 shares of our common stock for our treasury during the year ended July 29, 2006 at an aggregate cost of approximately $6.1 million. All shares were purchased at prevailing market prices. No such purchases were made during the year ended August 2, 2008, and the authorization to repurchase has expired. The Company, in an effort to reduce the treasury share balance, decided in the fourth quarter of fiscal 2010 to issue treasury shares to satisfy certain share requirements related to exercises of stock options and vesting of restricted stock units and awards under its equity incentive plans. During the fiscal year ended July 31, 2010, the Company issued 201,814 treasury shares related to stock option exercises and the vesting of restricted stock units and awards.

We may from time to time enter into commodity swap agreements to reduce price risk associated with our anticipated purchases of diesel fuel. These commodity swap agreements hedge a portion of our expected fuel usage for the periods set forth in the agreements. We monitor the commodity (NYMEX #2 Heating oil) used in our swap agreements to determine that the correlation between the commodity and diesel fuel is deemed to be "highly effective." During the fiscal years ended July 31, 2010 and August 1, 2009, we had no outstanding commodity swap agreements.

In addition to the previously discussed interest rate and commodity swap agreements, from time-to-time we enter into fixed price fuel supply agreements. As of July 31, 2010, we had entered into agreements which require us to purchase a total of approximately 2.8 million gallons of diesel fuel through July 2011 at prices ranging from $2.27 to $2.93 per gallon. As of August 1, 2009, we had entered into agreements which required us to purchase a total of 200,000-242,000 gallons of diesel fuel per month at prices ranging from $2.20 to $2.84 per gallon through July 2010. These fixed price fuel agreements qualified for the "normal purchase" exception under ASC 815 as physical deliveries will occur rather than net settlements, therefore the fuel purchases under these contracts will be expensed as incurred and included within operating expenses.

Commitments and Contingencies

The following schedule summarizes our contractual obligations and commercial commitments as of July 31, 2010:

	Payments Due by Period				
	Total	Less than One Year	1–3 Years	3–5 Years	Thereafter
			(in thousands)		
Inventory purchase commitments	$ 27,801	$ 27,801	—	—	—
Diesel fuel purchase commitments	6,739	6,739	—	—	—
Notes payable	242,570	—	$ 242,570	—	—
Long-term debt	53,466	5,033	47,799	$ 634	—
Deferred compensation	13,964	1,159	2,491	2,455	7,859
Long-term non-capitalized leases	249,269	41,293	69,763	54,845	83,368
Total	$ 593,809	$ 82,025	$ 362,623	$ 57,934	$ 91,227

The notes payable, long-term debt and non-capitalized lease obligations shown above exclude interest payments due. The notes payable obligations shown reflect the expiration of the credit facility, not necessarily the underlying individual borrowings. In addition, cash to be paid for income taxes is excluded from the table above.

We had outstanding letters of credit of approximately $20.0 million at July 31, 2010.

Assets mortgaged amounted to approximately $102.0 million at July 31, 2010.

Seasonality

Generally, we do not experience any material seasonality. However, our sales and operating results may vary significantly from quarter to quarter due to factors such as changes in our operating expenses, management's ability to execute our operating and growth strategies, personnel changes, demand for natural products, supply shortages and general economic conditions.

Recently Issued Financial Accounting Standards

In September 2006, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Codification ("ASC") 820, *Fair Value Measurements and Disclosures* ("ASC 820"). ASC 820 defines fair value, establishes a framework for measuring fair value and requires enhanced disclosures about fair value measurements under other accounting pronouncements, but does not change the existing guidance as to whether or not an instrument is carried at fair value. The statement is effective for fiscal years beginning after November 15, 2007. In February 2008, the FASB issued ASC 820-10-65-1, *Effective Date of ASC 820* ("ASC 820-65-1") which delayed the effective date of ASC 820 by one year for nonfinancial assets and liabilities, except those that are recognized or disclosed at fair value in the financial statements on at least an annual basis. In October 2008, the FASB issued ASC 820-10-65-2, *Determining the Fair Value of a Financial Asset When the Market for That Asset Is Not Active*("ASC 820-65-2"), which clarifies the application of ASC 820 in an inactive market and illustrates how an entity would determine fair value when the market for a financial asset is not active. In April 2009, the FASB issued ASC 820-10-65-4, *Determining Fair Value When the Volume and Level of Activity for the Asset or Liability Have Significantly Decreased and Identifying Transactions That Are Not Orderly* ("ASC 820-65-4"), which provides additional guidance for estimating fair value in accordance with ASC 820 when the volume and level of activity for the asset or liability have significantly decreased. ASC 820-65-4 also includes guidance on identifying circumstances that indicate a transaction is not orderly. ASC 820-65-4 is effective for interim and annual reporting periods ending after June 15, 2009, and is to be applied prospectively. The Company adopted ASC 820 and 820-65-2 effective August 3, 2008, and adopted ASC 820-65-4 effective August 1, 2009. These adoptions did not have a material effect on our consolidated financial statements. We adopted ASC 820, including the provisions related to the fair value of goodwill, other intangible assets, and non-financial long-lived assets effective August 2, 2009, which did not have a material effect on the disclosures that accompany our consolidated financial statements.

In February 2007, the FASB issued ASC 825, *Financial Instruments* ("ASC 825"). ASC 825 permits entities to choose to measure many financial instruments and certain other items at fair value that are not currently required to be measured at fair value, and establishes presentation and disclosure requirements designed to facilitate comparisons between entities that choose different measurement attributes for similar types of assets and liabilities. Unrealized gains and losses on items for which the fair value option has been elected are reported in earnings. The statement is effective for fiscal years beginning after November 15, 2007. As of May 1, 2010, we have not elected to adopt the fair value option under ASC 825 for any financial instruments or other items.

In December 2007, the FASB issued ASC 805, *Business Combinations* ("ASC 805"). ASC 805 continues to require the purchase method of accounting for business combinations and the identification and recognition of intangible assets separately from goodwill. ASC 805 requires, among other things, the buyer to: (1) account for the fair value of assets and liabilities acquired as of the acquisition date (i.e., a "fair value" model rather than a "cost allocation" model); (2) expense acquisition-related costs; (3) recognize assets or liabilities assumed arising from contractual contingencies at the acquisition date using acquisition-date fair values; (4) recognize goodwill as the excess of the consideration transferred plus the fair value of any non-controlling interest over the acquisition-date fair value of net assets acquired; (5) recognize at acquisition any contingent consideration using acquisition-date fair values (i.e., fair value earn-outs in the initial accounting for the acquisition); and (6) eliminate the recognition of liabilities for restructuring costs expected to be incurred as a result of the business combination. ASC 805 also defines a "bargain" purchase as a business combination where the total acquisition-date fair value of the identifiable net assets acquired exceeds the fair value of the consideration transferred plus the fair value of any non-controlling interest. Under this circumstance, the buyer is required to recognize such excess (formerly referred to as "negative goodwill") in earnings as a gain. In addition, if the buyer determines that some or all of its previously booked deferred tax valuation allowance is no longer needed as a result of the business combination, ASC 805 requires that the reduction or elimination of the valuation allowance be accounted as a reduction of income tax expense. ASC 805 is effective for fiscal years beginning on or after December 15, 2008. We have applied ASC 805 to the SunOpta Transaction and will apply ASC 805 to any future acquisitions.

In December 2007, the FASB issued ASC 810, *Consolidation* ("ASC 810"). This statement establishes accounting and reporting standards for the non-controlling interest in a subsidiary and for the deconsolidation of a subsidiary. This statement is effective for fiscal years beginning on or after December 15, 2008. The adoption of ASC 810 did not have a material effect on our consolidated financial statements.

In April 2008, the FASB issued ASC 350-30, *Determination of the Useful Life of Intangible Assets* ("ASC 350-30"). ASC 350-30 amends the factors that should be considered in developing renewal or extension assumptions used to determine the useful life of a recognized intangible asset under ASC 350, *Intangibles—Goodwill and Other*. The intent of ASC 350-30 is to improve the consistency between the useful life of a recognized intangible asset and the period of expected cash flows used to measure the fair value of the asset. ASC 350-30 is effective for fiscal years beginning after December 15, 2008, and interim periods within those fiscal years. The adoption of ASC 350-30 did not have a material effect on our consolidated financial statements.

In June 2008, the FASB issued ASC 260-10, *Determining Whether Instruments Granted in Share-Based Payment Transactions are Participating Securities* ("ASC 260-10"). ASC 260-10 provides that unvested share-based payment awards that contain non-forfeitable rights to dividends or dividend equivalents (whether paid or unpaid) are participating securities and shall be included in the computation of earnings per share pursuant to the two-class method. ASC 260-10 is effective for financial statements issued for fiscal years beginning after December 15, 2008, and interim periods within those years. ASC 260-10 requires that all earnings per share data presented for prior periods be adjusted retrospectively (including interim financial statements, summaries of earnings, and selected financial data) to conform. The adoption of ASC 260-10 did not have a material effect on our consolidated financial statements in the periods presented.

In April 2009, the FASB issued ASC 825-10-65, *Interim Disclosures about Fair Value of Financial Instruments* ("ASC 825-10-65"). ASC 825-10-65 requires disclosure about the fair value of financial instruments not measured on the balance sheet at fair value in interim financial statements as well as in annual financial statements. Prior to ASC 825-10-65, fair values for these assets and liabilities were only disclosed annually. ASC 825-10-65 applies to all financial instruments within the scope of ASC 825 and requires all entities to disclose the method(s) and significant assumptions used to estimate the fair value of financial instruments. ASC 825 is effective for interim periods ending after June 15, 2009. The adoption of ASC 825-10-65 did not have a material effect on our consolidated financial statements.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

We are exposed to interest rate fluctuations on our borrowings. As more fully described in Note 8 "Fair Value Measurements of Financial Instruments" to the Consolidated Financial Statements included in "Item 8. Financial Statements and Supplementary Data" of this Annual Report on Form 10-K, we use interest rate swap agreements to modify variable rate obligations to fixed rate obligations.

At July 31, 2010, we were a party to one interest rate swap agreement, which relates to our $75 million term loan agreement and which we entered into during August 2005 (the "2005 swap"). We account for the 2005 swap using hedge accounting treatment because the derivative has been determined to be highly effective in achieving offsetting changes in fair value of the hedged items. The 2005 swap requires us to pay interest for a seven-year period at a fixed rate of 4.70% on an initial amortizing notional principal amount of $50 million, while receiving interest for the same period at one-month LIBOR on the same amortizing notional principal amount. The 2005 swap has been entered into as a hedge against LIBOR movements on current variable rate indebtedness totaling $51.8 million at LIBOR plus 1.00%, thereby fixing our effective rate on the notional amount at 5.70%. Under this method of accounting, at July 31, 2010, we recorded a liability of $2.5 million representing the fair value of the swap. We do not enter into derivative agreements for trading purposes.

At July 31, 2010, we had long-term floating rate debt of $51.8 million and long-term fixed rate debt of $1.6 million, representing approximately 97% and 3%, respectively, of our long-term debt. At August 1, 2009, we had long-term floating rate debt of $56.9 million and long-term fixed rate debt of $2.0 million, representing 97% and 3%, respectively, of our long-term debt. Holding other swap terms and debt levels constant, a 25 basis point decrease in interest rates would change the unrealized fair market value of the fixed rate debt by approximately $9,000 and $14,000 at July 31, 2010 and August 1, 2009, respectively.

[Table of Contents](#)

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The financial statements listed below are filed as part of this Annual Report on Form 10-K.

INDEX TO FINANCIAL STATEMENTS

United Natural Foods, Inc. and Subsidiaries:

Table of Contents

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders
United Natural Foods, Inc. and subsidiaries:

We have audited the accompanying consolidated balance sheets of United Natural Foods, Inc. and subsidiaries (the "Company") as of July 31, 2010 and August 1, 2009, and the related consolidated statements of income, stockholders' equity, and cash flows for each of the fiscal years in the three-year period ended July 31, 2010. We also have audited the Company's internal control over financial reporting as of July 31, 2010, based on criteria established in *Internal Control-Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on these consolidated financial statements and an opinion on the Company's internal control over financial reporting based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the consolidated financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of United Natural Foods, Inc. and subsidiaries as of July 31, 2010 and August 1, 2009, and the results of their operations and their cash flows for each of the fiscal years in the three-year period ended July 31, 2010, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of July 31, 2010, based on criteria established in *Internal Control-Integrated Framework*issued by the Committee of Sponsoring Organizations of the Treadway Commission.

United Natural Foods, Inc. acquired certain Canadian food distribution assets of the SunOpta Distribution Group business ("UNFI Canada") during 2010, and management excluded from its assessment of the effectiveness of the Company's internal control over financial reporting as of July 31, 2010, UNFI Canada's internal control over financial reporting associated with total assets of $87.0 million (of which $36.3 million represents goodwill and intangible assets included within the scope of the assessment) and total revenues of $22.1 million included in the consolidated financial statements of the Company as of and for the year ended July 31, 2010. Our audit of internal control over financial reporting of the Company also excluded an evaluation of the internal control over financial reporting of UNFI Canada.

KPMG LLP

Providence, Rhode Island
September 27, 2010

Table of Contents

UNITED NATURAL FOODS, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

(In thousands, except per share data)

	July 31, 2010	August 1, 2009
ASSETS		
Current assets:		
Cash and cash equivalents	$ 13,802	$ 10,269
Accounts receivable, net of allowance of $6,253 and $6,984, respectively	217,097	179,455
Notes receivable, trade, net of allowance of $135 and $380, respectively	3,111	1,799
Inventories	439,702	366,611
Prepaid expenses and other current assets	21,793	16,423
Deferred income taxes	20,560	18,074
Total current assets	716,065	592,631
Property & equipment, net	279,255	242,051
Goodwill	186,925	164,333
Intangible assets, net of accumulated amortization of $5,569 and $3,806, respectively	50,201	38,358
Notes receivable, trade, net of allowance of $1,304 and $1,512, respectively	235	2,176
Other	18,118	19,001
Total assets	$1,250,799	$1,058,550
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Notes payable	$ 242,570	$ 200,000
Accounts payable	192,331	155,211
Accrued expenses and other current liabilities	81,941	63,347
Current portion of long-term debt	5,033	5,020
Total current liabilities	521,875	423,578
Long-term debt, excluding current portion	48,433	53,858
Deferred income taxes	20,598	12,297
Other long-term liabilities	29,446	24,345
Total liabilities	620,352	514,078
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, $0.01 par value, authorized 5,000 shares; none issued or outstanding	—	—
Common stock, $0.01 par value, authorized 100,000 shares; 43,558 issued and 43,531 outstanding shares at July 31, 2010; 43,237 issued and 43,008 outstanding shares at August 1, 2009	435	432
Additional paid-in capital	188,727	175,182
Treasury stock	(708)	(6,092)
Unallocated shares of Employee Stock Ownership Plan	(713)	(877)
Accumulated other comprehensive loss	(1,155)	(1,623)
Retained earnings	443,861	377,450
Total stockholders' equity	630,447	544,472
Total liabilities and stockholders' equity	$1,250,799	$1,058,550

See notes to accompanying consolidated financial statements.

Table of Contents

UNITED NATURAL FOODS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME

(In thousands, except per share data)

	Fiscal year ended		
	July 31, 2010	**August 1, 2009**	**August 2, 2008**
Net sales	$ 3,757,139	$ 3,454,900	$ 3,365,857
Cost of sales (Note 1)	3,060,208	2,794,419	2,731,965
Gross profit	696,931	660,481	633,892
Operating expenses	582,029	550,560	541,413
Total operating expenses	582,029	550,560	541,413
Operating income	114,902	109,921	92,479
Other expense (income):			
Interest expense	5,845	9,914	16,133
Interest income	(247)	(450)	(768)
Other, net	(2,698)	275	(82)
Total other expense	2,900	9,739	15,283
Income before income taxes	112,002	100,182	77,196
Provision for income taxes	43,681	40,998	28,717
Net income	$ 68,321	$ 59,184	$ 48,479
Basic per share data:			
Net income	$ 1.58	$ 1.38	$ 1.14
Weighted average basic shares of common stock	43,184	42,849	42,690
Diluted per share data:			
Net income	$ 1.57	$ 1.38	$ 1.13
Weighted average diluted shares of common stock	43,425	42,993	42,855

See notes to accompanying consolidated financial statements.

[Table of Contents](#)

UNITED NATURAL FOODS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(In thousands)	Common Stock		Treasury Stock		Additional Paid in Capital	Unallocated Shares of ESOP	Accumulated Other Comprehensive (Loss) Income	Retained Earnings	Total Stockholders' Equity
	Shares	Amount	Shares	Amount					
Balances at July 28, 2007	43,051	$ 431	229	$(6,092)	$163,473	$ (1,203)	$ 399	$269,787	$ 426,795
Allocation of shares to ESOP						163			163
Issuance of common stock and restricted stock, net	49	—			920				920
Share-based compensation					4,674				4,674
Tax benefit associated with stock plans					171				171
Fair value of swap agreements, net of tax							(1,152)		(1,152)
Net income								48,479	48,479
Total comprehensive income									47,327
Balances at August 2, 2008	43,100	431	229	(6,092)	169,238	(1,040)	(753)	318,266	480,050
Allocation of shares to ESOP						163			163
Issuance of common stock and restricted stock, net	137	1			1,038				1,039
Share-based compensation					5,504				5,504
Tax expense associated with stock plans					(598)				(598)
Fair value of swap agreement, net of tax							(870)		(870)
Net income								59,184	59,184
Total comprehensive income									58,314
Balances at August 1, 2009	43,237	432	229	(6,092)	175,182	(877)	(1,623)	377,450	544,472
Allocation of shares to ESOP						164			164
Stock option exercises and restricted stock vestings, net	321	3	(202)	5,384	3,666			(1,910)	7,143
Share-based compensation					8,057				8,057
Tax benefit associated					1,822				1,822

with stock plans									
Fair value of swap agreements, net of tax							128		128
Foreign currency translation							340		340
Net income								68,321	68,321
Total comprehensive income									68,789
Balances at July 31, 2010	43,558	$ 435	27	$ (708)	$188,727	$ (713)	$ (1,155)	$443,861	$ 630,447

See notes to accompanying consolidated financial statements.

Table of Contents

UNITED NATURAL FOODS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands)	Years Ended July 31, 2010	Years Ended August 1, 2009	Years Ended August 2, 2008
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	$ 68,321	$ 59,184	$ 48,479
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	27,483	27,029	22,544
Loss on disposals of property and equipment	229	262	158
Deferred income tax expense	5,061	239	2,257
Unrealized gain on foreign exchange	(61)	—	—
Realized gain on hedge related to Canadian acquisition	(2,814)	—	—
Excess tax benefits from share-based payment arrangements	(1,822)	(234)	(171)
Provision for doubtful accounts	1,149	4,759	2,707
Share-based compensation	8,057	5,504	4,674
Gain on forgiveness of loan	—	—	(157)
Changes in assets and liabilities, net of acquired companies:			
Accounts receivable	(21,599)	(3,950)	(8,339)
Inventories	(55,803)	30,398	(58,112)
Prepaid expenses and other assets	(4,444)	(2,729)	(6,434)
Notes receivable, trade	1,160	(652)	713
Accounts payable	19,620	(13,836)	(8,319)
Accrued expenses	21,595	2,349	9,129
Net cash provided by operating activities	66,132	108,323	9,129
CASH FLOWS FROM INVESTING ACTIVITIES:			
Capital expenditures	(55,109)	(32,353)	(51,083)
Purchases of acquired businesses, net of cash acquired	(66,556)	(4,495)	(107,812)
Cash proceeds from hedge related to Canadian acquisition	2,814	—	—
Proceeds from disposals of property and equipment	180	98	—
Net cash used in investing activities	(118,671)	(36,750)	(158,895)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Net borrowings (repayments) under notes payable	42,570	(88,050)	168,050
Repayments of long-term debt	(5,412)	(4,634)	(8,332)
Increase (decrease) in bank overdraft	9,982	8,494	(1,435)
Proceeds from exercise of stock options	8,481	1,573	1,379
Payment of employee restricted stock tax withholdings	(1,338)	(535)	(459)
Excess tax benefits from share-based payment arrangements	1,822	234	171
Payments on life insurance policy loans	—	(3,072)	—
Capitalized debt issuance costs	(68)	(647)	(1,285)
Net cash provided by (used in) financing activities	56,037	(86,637)	158,089
Effect of exchange rate changes on cash	35	—	—
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	3,533	(15,064)	8,323
Cash and cash equivalents at beginning of period	10,269	25,333	17,010
Cash and cash equivalents at end of period	$ 13,802	$ 10,269	$ 25,333
Supplemental disclosures of cash flow information:			
Cash paid during the period for:			
Interest, net of amounts capitalized	$ 4,465	$ 9,094	$ 16,469
Federal and state income taxes, net of refunds	$ 35,538	$ 43,978	$ 27,618

See notes to accompanying consolidated financial statements.

Table of Contents

UNITED NATURAL FOODS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(1) SIGNIFICANT ACCOUNTING POLICIES

(a) Nature of Business

United Natural Foods, Inc. and subsidiaries (the "Company") is a leading distributor and retailer of natural, organic and specialty products. The Company sells its products primarily throughout the United States and Canada.

(b) Basis of Presentation

The accompanying financial statements include the accounts of the Company and its wholly owned subsidiaries. All significant intercompany transactions and balances have been eliminated in consolidation. Certain prior year amounts have been reclassified to conform to the current year's presentation.

The fiscal year of the Company ends on the Saturday closest to July 31. As such, fiscal 2010, 2009 and 2008 ended on July 31, 2010, August 1, 2009, and August 2, 2008, respectively. Fiscal 2008 was a 53-week year, and fiscal 2010 and 2009 were 52-week years. Our interim quarters consist of 13 weeks, except for the fourth quarter of fiscal 2008, which consisted of 14 weeks.

Net sales consists primarily of sales of natural, organic and specialty products to retailers, adjusted for customer volume discounts, returns and allowances. Net sales also includes amounts charged by the Company to customers for shipping and handling, and fuel surcharges. The principal components of cost of sales include the amount paid to manufacturers and growers for product sold, plus the cost of transportation necessary to bring the product to the Company's distribution facilities. Cost of sales also includes amounts incurred by the Company's manufacturing subsidiary, United Natural Trading Co., which does business as Woodstock Farms Manufacturing, for inbound transportation costs and depreciation for manufacturing equipment offset by consideration received from suppliers in connection with the purchase or promotion of the suppliers' products. Operating expenses include salaries and wages, employee benefits (including payments under the Company's Employee Stock Ownership Plan), warehousing and delivery, selling, occupancy, insurance, administrative, share-based compensation and amortization expense. Operating expenses also include depreciation expense related to the wholesale and retail divisions. Other expense (income) includes interest on outstanding indebtedness, interest income and miscellaneous income and expenses. In fiscal 2010, other expense (income) includes the gain recorded by the Company upon settlement of a forward contract entered into by the Company to swap U.S. dollars for Canadian dollars.

(c) Cash Equivalents

Cash equivalents consist of highly liquid investments with original maturities of three months or less.

(d) Inventories and Cost of Sales

Inventories consists primarily of finished goods and are stated at the lower of cost or market, with cost being determined using the first-in, first-out (FIFO) method. Allowances received from suppliers are recorded as reductions in cost of sales upon the sale of the related products.

(e) Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. Equipment under capital leases is stated at the lower of the present value of minimum lease payments at the inception of the lease or the fair value of the asset. Depreciation and amortization of property and equipment is computed on a straight-line basis, over the estimated useful lives of the assets or, when applicable, the life of the lease, whichever is shorter. Applicable interest charges incurred during the construction of new facilities are capitalized as one of the elements of cost and amortized over the assets' estimated useful lives. Interest capitalized for each of the years ended July 31, 2010, August 1, 2009 and August 2, 2008 was less than $0.1 million, $0.3 million and $0.7 million, respectively.

Property and equipment consisted of the following at July 31, 2010 and August 1, 2009:

	Original Estimated Useful Lives (Years)	2010	2009
	(In thousands, except years)		
Land		$ 14,944	$ 14,920
Buildings and improvements	20-40	166,235	160,947
Leasehold improvements	5-20	58,740	53,820
Warehouse equipment	3-30	88,720	83,000
Office equipment	3-10	67,409	50,831
Motor vehicles	3-7	4,602	4,668
Construction in progress		36,415	10,356
		437,065	378,542
Less accumulated depreciation and amortization		157,810	136,491
Net property and equipment		$ 279,255	$ 242,051

Depreciation expense amounted to $25.0 million, $24.1 million and $20.6 million for the fiscal years ended July 31, 2010, August 1, 2009 and August 2, 2008, respectively.

(f) Income Taxes

The Company accounts for income taxes under the asset and liability method. Under the asset and liability method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 740 prescribes detailed guidance for the financial statement recognition, measurement and disclosure of uncertain tax positions recognized in an enterprise's financial statements. Tax positions must meet a more-likely-than-not recognition threshold at the reporting date to be recognized. The Company did not record any cumulative effect adjustment related to the adoption of ASC 740 on July 29, 2007. The Company's policy to include interest and penalties related to unrecognized tax benefits as a component of income tax expense did not change as a result of this adoption.

(g) Long-Lived Assets

Management reviews long-lived assets, including finite-lived intangible assets, for indicators of impairment whenever events or changes in circumstances indicate that the carrying value of the assets may not be recoverable. Cash flows expected to be generated by the related assets are estimated over the assets' useful lives based on updated projections. If the evaluation indicates that the carrying amount of an asset may not be recoverable, the potential impairment is measured based on a projected discounted cash flow model.

(h) Goodwill and Intangible Assets

Goodwill represents the excess of cost over the fair value of net assets acquired in a business combination. Goodwill and other intangible assets with indefinite lives are not amortized. Intangible assets with definite lives are amortized on a straight-line basis over the following lives:

Customer relationships	5-11 years
Non-compete agreements	2-4 years
Trademarks and tradenames	5-27 years

Goodwill is assigned to the reporting units that are expected to benefit from the synergies of the business combination. We are required to test goodwill for impairment at least annually, and between annual tests if events occur or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount. We have elected to perform our annual tests for indications of goodwill impairment during the fourth quarter of each fiscal year. Based on future expected cash flows, we test for goodwill impairment at the reporting unit level. Our reporting units are at or one level below the operating segment level. Approximately 91% of our goodwill is within our wholesale reporting unit. The goodwill impairment analysis is a two-step test. The first step, used to identify potential impairment, involves comparing each reporting unit's estimated fair value to its carrying value, including goodwill. Each reporting unit regularly prepares discrete operating forecasts and uses these forecasts as the basis for the assumptions used in the discounted cash flow analysis. If the estimated fair value of a reporting unit exceeds its carrying value, goodwill is considered not to be impaired. If the carrying value exceeds estimated fair value, there is an indication of potential impairment and the second step is performed to measure the amount of impairment. If required, the second step involves calculating an implied fair value of goodwill for each reporting unit for which the first step indicated potential impairment. The implied fair value of goodwill is determined in a manner similar to the amount of goodwill calculated in a business combination, by measuring the excess of the estimated fair value of the reporting unit, as determined in the first step, over the aggregate estimated fair values of the individual assets, liabilities and identifiable intangibles as if the reporting unit was being acquired in a business combination. If the implied fair value of goodwill exceeds the carrying value of goodwill assigned to the reporting unit, there is no impairment. If the carrying value of goodwill assigned to a reporting unit exceeds the implied fair value of the goodwill, an impairment charge is recorded for the excess. As of July 31, 2010, the Company's annual assessment of each of its reporting units and indefinite lived intangible assets indicated that no impairment existed.

The changes in the carrying amount of goodwill and the amount allocated by reportable segment for the years presented are as follows (in thousands):

	Wholesale	Other	Total
Goodwill as of August 2, 2008	$154,120	$16,489	$170,609
Goodwill adjustment for final DHI valuation	(7,150)	—	(7,150)
Goodwill arising from business combinations	—	874	874
Goodwill as of August 1, 2009	146,970	17,363	164,333
Goodwill adjustment for DHI restructuring activities, net of tax of $663	(987)	—	(987)
Goodwill adjustment for final opening balance sheet adjustments for 2009 acquisitions	—	(32)	(32)
Goodwill arising from business combinations	23,485	—	23,485
Change in foreign exchange rates	126		126
Goodwill as of July 31, 2010	$169,594	$17,331	$186,925

The following table presents details of the Company's other intangible assets (in thousands):

	July 31, 2010			August 1, 2009		
	Gross Carrying Amount	Accumulated Amortization	Net	Gross Carrying Amount	Accumulated Amortization	Net
Amortizing intangible assets:						
Customer relationships	$ 23,079	$ 3,829	$19,250	$ 10,730	$ 2,347	$ 8,383
Non-compete agreements	1,751	1,674	77	1,780	1,332	448
Trademarks and tradenames	2,233	207	2,026	2,233	127	2,106
Total amortizing intangible assets	27,063	5,710	21,353	14,743	3,806	10,937
Indefinite lived intangible assets:						
Trademarks and tradenames	28,848	—	28,848	27,421	—	27,421
Total	$ 55,911	$ 5,710	$50,201	$ 42,164	$ 3,806	$38,358

Amortization expense was $1.9 million, $2.4 million and $1.5 million for the years ended July 31, 2010, August 1, 2009 and August 2, 2008, respectively. The estimated future amortization expense for the next five fiscal years on finite lived intangible assets existing as of July 31, 2010 is shown below:

Fiscal Year:	(In thousands)
2011	$ 2,608
2012	2,531
2013	2,579
2014	2,531
2015	2,530
	$ 12,779

(i) Revenue Recognition and Concentration of Credit Risk

The Company records revenue upon delivery of products. Revenues are recorded net of applicable sales discounts and estimated sales returns. Sales incentives provided to customers are accounted for as reductions in revenue as the related revenue is recorded. The Company's sales are primarily to customers located throughout the United States and Canada.

Whole Foods Market, Inc. ("Whole Foods Market") was the Company's largest customer in fiscal 2010 and 2009. Whole Foods Market and Wild Oats Markets, Inc. ("Wild Oats Markets") were the Company's largest two customers in fiscal 2008. In August 2007, Whole Foods Market and Wild Oats Markets completed their previously-announced merger, and as a result, Wild Oats Markets became a wholly-owned subsidiary of Whole Foods Market. Whole Foods Market sold all thirty-five of Wild Oats Markets' Henry's and Sun Harvest store locations to a subsidiary of Smart & Final Inc. on September 30, 2007. Whole Foods Market accounted for approximately 35%, 33%, and 31% of our net sales for the years ended July 31, 2010, August 1, 2009 and August 2, 2008. There were no other customers that individually generated 10% or more of the Company's net sales.

The Company analyzes customer creditworthiness, accounts receivable balances, payment history, payment terms and historical bad debt levels when evaluating the adequacy of its allowance for doubtful accounts. In instances where a reserve has been recorded for a particular customer, future sales to the customer are conducted using either cash-on-delivery terms, or the account is closely monitored so that as agreed upon payments are received, orders are released; a failure to pay results in held or cancelled orders.

(j) Fair Value of Financial Instruments

The carrying amounts of the Company's financial instruments including cash, accounts receivable, accounts payable and accrued expenses approximate fair value due to the short-term nature of these instruments. The carrying value of notes receivable and long-term debt are based on the instruments' interest rate, terms, maturity date and collateral, if any, in comparison to the Company's incremental borrowing rate for similar financial instruments.

The following estimated fair value amounts have been determined by the Company using available market information and appropriate valuation methodologies. However, considerable judgment is required in interpreting market data to develop the estimates of fair value. Accordingly, the estimates presented herein are not necessarily indicative of the amounts that the Company could realize in a current market exchange.

	July 31, 2010		August 1, 2009	
	Carrying Value	Fair Value	Carrying Value	Fair Value
	(In thousands)			
Assets:				
Cash and cash equivalents	$ 13,802	$ 13,802	$ 10,269	$ 10,269
Accounts receivable	217,097	217,097	179,455	179,455
Notes receivable	3,346	3,346	3,975	3,975
Liabilities:				
Notes payable	242,570	242,570	200,000	200,000
Long term debt, including current portion	53,466	53,456	58,878	59,015
Swap agreements:				
Interest rate swap	(2,493)	(2,493)	(2,717)	(2,717)

(k) Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect amounts reported therein. Due to the inherent uncertainty involved in making estimates, actual results reported in future periods may be based on amounts that differ from those estimates.

(l) Notes Receivable, Trade

The Company issues trade notes receivable to certain customers under two basic circumstances; inventory purchases for initial store openings and overdue accounts receivable. Notes issued in connection with store openings are generally receivable over a period not to exceed twelve months. Notes issued in connection with overdue accounts receivable may extend for periods greater than one year. All notes are issued at a market interest rate and contain certain guarantees and collateral assignments in favor of the Company.

(m) Share-Based Compensation

The Company adopted ASC 718, *Stock Compensation*, effective August 1, 2005. ASC 718 requires the recognition of the fair value of share-based compensation in net income. The Company has three share-based employee compensation plans, which are described more fully in Note 3. Share-based compensation consists of stock options, restricted stock awards, restricted stock units and performance units. Stock options are granted to employees and directors at exercise prices equal to the fair market value of the Company's stock at the dates of grant. Generally, stock options, restricted stock awards and restricted stock units granted to employees vest ratably over four years from the grant date and grants to our Board of Directors vest ratably over two years with one third vesting immediately. The performance units granted to the Company's President and Chief Executive Officer during fiscal 2009 vested following the end of fiscal 2010 in accordance with the terms of the related Performance Unit agreement. The Company recognizes share-based compensation expense on a straight-line basis over the requisite service period of the individual grants, which generally equals the vesting period.

ASC 718 also requires that compensation expense be recognized for only the portion of share-based awards that are expected to vest. Therefore, we apply estimated forfeiture rates that are derived from historical employee and director termination activity to reduce the amount of compensation expense recognized. If the actual forfeitures differ from the estimate, additional adjustments to compensation expense may be required in future periods.

The Company receives an income tax deduction for grants of restricted stock awards and restricted stock units when they vest and for stock options exercised by employees equal to the excess of the market value of our common stock on the date of exercise over the option price. Excess tax benefits (tax benefits resulting from tax deductions in excess of compensation cost recognized) are presented as a cash flow provided by financing activities with a corresponding cash flow used in operating activities in the accompanying consolidated statement of cash flows.

(n) Earnings Per Share

Basic earnings per share is calculated by dividing net income by the weighted average number of common shares outstanding during the period. Diluted earnings per share is calculated by adding the dilutive potential common shares to the weighted average number of common shares that were outstanding during the period. For purposes of the diluted earnings per share calculation, outstanding stock options, restricted stock awards and restricted stock units are considered common stock equivalents, using the treasury stock method. A reconciliation of the weighted average number of shares outstanding used in the computation of the basic and diluted earnings per share for all periods presented follows:

	Fiscal Years ended		
	July 31, 2010	August 1, 2009	August 2, 2008
		(In thousands)	
Basic weighted average shares outstanding	43,184	42,849	42,690
Net effect of dilutive common stock equivalents based upon the treasury stock method	241	144	165
Diluted weighted average shares outstanding	43,425	42,993	42,855
Potential anti-dilutive share-based payment awards excluded from the computation above	791	1,436	1,052

(o) Comprehensive Income (Loss)

Comprehensive income is reported in accordance with ASC 200, *Comprehensive Income*, and includes net income and the change in other comprehensive income (loss). Other comprehensive income (loss) is comprised of the net change in fair value of derivative instruments designated as cash flow hedges, as well as foreign currency translation related to the translation of UNFI Canada from the functional currency of Canadian dollars to our U.S. dollar reporting currency. For all periods presented, we display comprehensive income (loss) and its components as part of the consolidated statements of stockholders' equity.

(p) Derivative Financial Instruments

The Company is exposed to market risks arising from changes in interest rates, fuel costs, and with the creation and operation of UNFI Canada, exchange rates. The Company generally uses derivatives principally in the management of interest rate and fuel price exposure. However, during the fiscal year ended July 31, 2010, the Company utilized a foreign currency derivative to reduce exposure to exchange rate movements related to its planned purchase of the assets of the SDG business, which was denominated in Canadian dollars. The Company does not utilize derivatives that contain leverage features. For derivative transactions accounted for as hedges, on the date the Company enters into the derivative transaction, the exposure is identified. The Company formally documents all relationships between hedging instruments and hedged items, as well as its risk-management objective and strategy for undertaking the hedge transaction. In this documentation, the Company specifically identifies the asset, liability, firm commitment, forecasted transaction, or net investment that has been designated as the hedged item and states how the hedging instrument is expected to reduce the risks related to the hedged item. The Company measures effectiveness of its hedging relationships both at hedge inception and on an ongoing basis as needed.

(q) Shipping and Handling Fees and Costs

The Company includes shipping and handling fees billed to customers in net sales. Shipping and handling costs associated with inbound freight are generally recorded in cost of sales, whereas shipping and handling costs for selecting, quality assurance, and outbound transportation are recorded in operating expenses. Outbound shipping and handling costs, which exclude employee benefit expenses which are not allocated, totaled $218.2 million, $214.0 million and $227.5 million for the fiscal year ended July 31, 2010, August 1, 2009 and August 2, 2008, respectively.

(r) Reserves for Self Insurance

The Company is primarily self-insured for workers' compensation, and general and automobile liability insurance. It is the Company's policy to record the self-insured portion of workers' compensation and automobile liabilities based upon actuarial methods to estimate the future cost of claims and related expenses that have been reported but not settled, and that have been incurred but not yet reported. Any projection of losses concerning workers' compensation and automobile liability is subject to a considerable degree of variability. Among the causes of this variability are unpredictable external factors affecting litigation trends, benefit level changes and claim settlement patterns.

(s) Operating Lease Expenses

The Company records lease payments via the straight-line method. For leases with step rent provisions whereby the rental payments increase over the life of the lease, and for leases where the Company receives rent-free periods, the Company recognizes the total minimum lease payments on a straight-line basis over the lease term.

(t) Recently Issued Accounting Pronouncements

In September 2006, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Codification ("ASC") 820. ASC 820 defines fair value, establishes a framework for measuring fair value and requires enhanced disclosures about fair value measurements under other accounting pronouncements, but does not change the existing guidance as to whether or not an instrument is carried at fair value. The statement is effective for fiscal years beginning after November 15, 2007. In February 2008, the FASB issued ASC 820-10-65-1, *Effective Date of ASC 820* ("ASC 820-65-1") which delayed the effective date of ASC 820 by one year for nonfinancial assets and liabilities, except those that are recognized or disclosed at fair value in the financial statements on at least an annual basis. In October 2008, the FASB issued ASC 820-10-65-2, *Determining the Fair Value of a Financial Asset When the Market for That Asset Is Not Active* ("ASC 820-65-2"), which clarifies the application of ASC 820 in an inactive market and illustrates how an entity would determine fair value when the market for a financial asset is not active. In April 2009, the FASB issued ASC 820-10-65-4, *Determining Fair Value When the Volume and Level of Activity for the Asset or Liability Have Significantly Decreased and Identifying Transactions That Are Not Orderly* ("ASC 820-65-4"), which provides additional guidance for estimating fair value in accordance with ASC 820 when the volume and level of activity for the asset or liability have significantly decreased. ASC 820-65-4 also includes guidance on identifying circumstances that indicate a transaction is not orderly. ASC 820-65-4 is effective for interim and annual reporting periods ending after June 15, 2009, and is to be applied prospectively. The Company adopted ASC 820 and ASC 820-65-2 effective August 3, 2008, and adopted ASC 820-65-4 effective August 1, 2009. These adoptions did not have a material effect on the Company's consolidated financial statements. The Company fully adopted ASC 820, including the provisions related to the fair value of goodwill, other intangible assets, and non-financial long-lived assets effective August 2, 2009, which did not have a material effect on the disclosures that accompany the Company's consolidated financial statements. Refer to Note 8 for further discussion regarding the adoption of ASC 820.

In February 2007, the FASB issued ASC 825, *Financial Instruments* ("ASC 825"). ASC 825 permits entities to choose to measure many financial instruments and certain other items at fair value that are not currently required to be measured at fair value, and establishes presentation and disclosure requirements designed to facilitate comparisons between entities that choose different measurement attributes for similar types of assets and liabilities. Unrealized gains and losses on items for which the fair value option has been elected are reported in earnings. The statement is effective for fiscal years beginning after November 15, 2007. As of July 31, 2010, the Company has not elected to adopt the fair value option under ASC 825 for any financial instruments or other items.

In December 2007, the FASB issued ASC 805, *Business Combinations* ("ASC 805"). ASC 805 continues to require the purchase method of accounting for business combinations and the identification and recognition of intangible assets separately from goodwill. ASC 805 requires, among other things, the buyer to: (1) account for the fair value of assets and liabilities acquired as of the acquisition date (i.e., a "fair value" model rather than a "cost allocation" model); (2) expense acquisition-related costs; (3) recognize assets or liabilities assumed arising from contractual contingencies at the acquisition date using acquisition-date fair values; (4) recognize goodwill as the excess of the consideration transferred plus the fair value of any non-controlling interest over the acquisition-date fair value of net assets acquired; (5) recognize at acquisition any contingent consideration using acquisition-date fair values (i.e., fair value earn-outs in the initial accounting for the acquisition); and (6) eliminate the recognition of liabilities for restructuring costs expected to be incurred as a result of the business combination. ASC 805 also defines a "bargain" purchase as a business combination where the total acquisition-date fair value of the identifiable net assets acquired exceeds the fair value of the consideration transferred plus the fair value of any non-controlling interest. Under this circumstance, the buyer is required to recognize such excess (formerly referred to as "negative goodwill") in earnings as a gain. In addition, if the buyer determines that some or all of its previously booked deferred tax valuation allowance is no longer needed as a result of the business combination, ASC 805 requires that the reduction or elimination of the valuation allowance be accounted as a reduction of income tax expense. ASC 805 is effective for fiscal years beginning on or after December 15, 2008. The Company has applied ASC 805 to the acquisition of certain Canadian food distribution assets of the SunOpta Distribution Group business of SunOpta Inc. ("SunOpta") (the "SDG assets") acquired by the Company's Canadian subsidiary on June 11, 2010 and as described in more detail in Note 2, and will apply ASC 805 to any other acquisitions that are made in the future.

In December 2007, the FASB issued ASC 810, *Consolidation* ("ASC 810"). This statement establishes accounting and reporting standards for the non-controlling interest in a subsidiary and for the deconsolidation of a subsidiary. This statement is effective for fiscal years beginning on or after December 15, 2008. The adoption of ASC 810 did not have a material effect on the Company's consolidated financial statements.

In April 2008, the FASB issued ASC 350-30, *Determination of the Useful Life of Intangible Assets* ("ASC 350-30"). ASC 350-30 amends the factors that should be considered in developing renewal or extension assumptions used to determine the useful life of a recognized intangible asset under ASC 350, *Intangibles—Goodwill and Other*. The intent of ASC 350-30 is to improve the consistency between the useful life of a recognized intangible asset and the period of expected cash flows used to measure the fair value of the asset. ASC 350-30 is effective for fiscal years beginning after December 15, 2008, and interim periods within those fiscal years. The adoption of ASC 350-30 did not have a material effect on the Company's consolidated financial statements.

In June 2008, the FASB issued ASC 260-10, *Determining Whether Instruments Granted in Share-Based Payment Transactions are Participating Securities* ("ASC 260-10"). ASC 260-10 provides that unvested share-based payment awards that contain non-forfeitable rights to dividends or dividend equivalents (whether paid or unpaid) are participating securities and shall be included in the computation of earnings per share pursuant to the two-class method. ASC 260-10 is effective for financial statements issued for fiscal years beginning after December 15, 2008, and interim periods within those years. ASC 260-10 requires that all earnings per share data presented for prior periods be adjusted retrospectively (including interim financial statements, summaries of earnings, and selected financial data) to conform. The adoption of ASC 260-10 did not have a material effect on the Company's consolidated financial statements in the periods presented.

In April 2009, the FASB issued ASC 825-10-65, *Interim Disclosures about Fair Value of Financial Instruments* ("ASC 825-10-65"). ASC 825-10-65 requires disclosure about the fair value of financial instruments not measured on the balance sheet at fair value in interim financial statements as well as in annual financial statements. Prior to ASC 825-10-65, fair values for these assets and liabilities were only disclosed annually. ASC 825-10-65 applies to all financial instruments within the scope of ASC 825 and requires all entities to disclose the method(s) and significant assumptions used to estimate the fair value of financial instruments. ASC 825 is effective for interim periods ending after June 15, 2009. The adoption of ASC 825-10-65 did not have a material effect on the Company's consolidated financial statements.

(2) ACQUISITIONS

Wholesale Segment

On June 11, 2010, we acquired the SDG assets, through our wholly-owned subsidiary, UNFI Canada, Inc. ("UNFI Canada"). Total cash consideration paid in connection with the acquisition was $65.8 million, subject to certain adjustments for working capital balances as set forth in the asset purchase agreement. This acquisition was financed through borrowings under the Company's existing revolving credit facility.

The following table summarizes the consideration paid for the acquisition and the estimated fair values of assets acquired and liabilities assumed recognized at the acquisition date based on a preliminary valuation and purchase price allocation:

	(In thousands)
Total current assets	$ 35,106
Property & equipment	7,512
Customer relationships and other intangible assets	13,059
Goodwill	23,485
Total assets	$ 79,162
Liabilities	13,385
Cash consideration paid	$ 65,777

The translation of the consideration paid and the preliminary purchase price allocation above from the functional currency of Canadian dollars to U.S. dollars was performed utilizing the June 11, 2010 spot rate of $0.9673. The Company is still completing the final valuation of the acquired fixed assets and intangibles, as well as final settlement of the working capital adjustment. The preliminary purchase price allocation was based upon a provisional valuation, and the Company's estimates and assumptions are subject to change within the measurement period as valuations are finalized. Any change in the estimated fair values, upon finalization of the valuation analyses, will change the amount of the purchase price allocable to goodwill. The preliminary fair value assigned to identifiable intangible assets acquired was determined primarily by using an income approach. Identifiable intangible assets include customer relationships with a preliminary estimated fair value of $12.3 million and the Aux Milles tradename with a preliminary estimated fair value of approximately $0.8 million. The customer relationship intangible asset is currently being amortized on a straight-line basis over an estimated useful life of approximately 11 years and the Aux Milles tradename is estimated to have an indefinite useful life. Significant assumptions utilized in the income approach were based on certain information and projections, which are not observable in the market and are thus considered Level 3 measurements as defined by authoritative guidance. With this acquisition, we became the largest distributor of natural, organic and specialty foods, including kosher foods, in Canada and now have an immediate platform for growth in the Canadian market. The preliminary goodwill of $23.5 million represents the future economic benefits expected to arise that could not be individually identified and separately recognized, including expansion of the Company's sales in the Canadian market and expanded vendor relationships. Of the preliminary amount of goodwill recorded, approximately $17.7 million is expected to be deductible for tax purposes.

Acquisition costs related to the establishment of UNFI Canada and the subsequent purchase of SDG were approximately $1.0 million, and have been expensed as incurred and are included within "Operating Expenses" in the Consolidated Statements of Income. Net sales from the acquisition included in our results since June 11, 2010, totaled $22.1 million for the year ended July 31, 2010 and earnings were not significant to the Company's consolidated earnings. Total assets of UNFI Canada were approximately $87.0 million as of July 31, 2010.

On November 2, 2007, the Company acquired Distribution Holdings, Inc. and its wholly-owned subsidiary Millbrook Distribution Services, Inc. ("DHI"), a distributor of specialty food items (including ethnic, kosher, gourmet, organic and natural foods), health and beauty care items and other non-food items from dedicated distribution centers located in Massachusetts and Arkansas, as well as certain of our broadline distribution centers, to customers throughout the United States and Canada. With recent wins in the conventional supermarket channel, the Company believes that the acquisition of DHI accomplished certain strategic objectives, including accelerating the expansion into a number of historically high-growth business channels and establishing immediate market share in the fast-growing specialty foods market. The Company also believes that the acquisition of DHI provides valuable strategic opportunities enabling the Company to further leverage its existing and future relationships in the supermarket business channel and that DHI's complementary product lines present opportunities for cross-selling which will further grow the Company's wholesale distribution business. These factors contributed to the purchase price that resulted in goodwill, as further noted below. Of the total amount of goodwill recorded, approximately $9.3 million is deductible for tax purposes.

Total cash consideration paid in connection with the acquisition was $85.5 million, comprised of $84.0 million of purchase price and $1.5 million of related transaction fees incurred, subject to certain adjustments set forth in the merger agreement. Prior to the acquisition and during the three months ended October 27, 2007, the Company entered into a note receivable from DHI in the amount of $5.0 million, which was assumed by the Company as part of the purchase price. This acquisition was financed through borrowings under the Company's existing revolving credit facility, which was amended in November 2007 to increase the Company's maximum borrowing base thereunder. See Note 6 for a description of these amendments.

During the year ended August 1, 2009, the Company completed the final purchase price allocation for its acquisition of DHI with the assistance of a third-party valuation firm's independent appraisal of the fair value of certain assets acquired. As a result of the final purchase price allocation, during the year ended August 1, 2009, goodwill decreased by approximately $7.2 million, primarily due to an adjustment of $5.6 million to the valuation of certain intangibles, as well as adjustments to certain deferred tax assets and liabilities. The following table presents the final allocation of fair values of assets and liabilities recorded in connection with the DHI acquisition, including adjustments recorded in fiscal 2010:

	(In thousands)
Total current assets	$ 42,727
Property & equipment	12,516
Customer relationships and other intangible assets	11,610
Goodwill	81,951
Other assets	2,861
	151,665
Liabilities	66,147
Cash consideration paid	$ 85,518

The Company has undertaken certain restructuring activities at DHI. These activities, which include reductions in staffing and the planned elimination of a facility, were accounted for in accordance with ASC 420, *Exit or Disposal Cost Obligations*. The cost of these actions was charged to the cost of the acquisition and a corresponding liability of $7.6 million was included in other long-term liabilities for the fiscal year ended August 1, 2009. This liability was reduced in fiscal 2010 by $1.7 million ($1.0 million net of tax) due to an adjustment in the timeline of the planned restructuring activities.

Other Segment

During the fiscal year ended July 31, 2010, the Company made certain adjustments to the opening balance sheets recorded for the three branded product companies purchased during the fiscal year ended August 1, 2009, which the company includes in the "other" category. See Note 14 "Business Segments" for a description of the Company's reportable segment and the "other" category. As a result of these final allocations, intangibles increased by approximately $0.6 million, primarily due to adjustments of certain current assets and accrued expenses and ongoing royalty payments which are considered contingent consideration and therefore increase the intangible balance.

During the fiscal year ended August 1, 2009, the Company acquired substantially all of the assets and liabilities of three branded product companies, which the Company includes in the "other" category. The total cash consideration paid for these product lines was approximately $4.5 million. Approximately $0.9 million in goodwill was recorded in connection with the acquisitions. The cash paid was financed by borrowings under the Company's existing revolving credit facility.

During the fiscal year ended August 2, 2008, the Company acquired substantially all of the assets and liabilities of three branded product companies and one retail store outside of the wholesale segment. The total cash consideration paid for these branded product companies and this retail store was approximately $23.3 million. No goodwill was recorded in connection with these branded product company acquisitions. Goodwill of $0.6 million was recorded during the fiscal year ended August 2, 2008 in connection with the retail store acquisition. Other intangible assets in the amount of $20.5 million were recorded in connection with these acquisitions during the fiscal year ended August 2, 2008, which included $19.9 million in trademarks and tradenames and $0.6 million in non-compete agreements. The cash paid was financed by borrowings under the Company's existing revolving credit facility.

Pro Forma Financial Information

The results of operations of all acquired companies have been included in the Company's consolidated statements of income since the respective dates of acquisition. The following table presents the Company's unaudited pro forma results of operations assuming that the acquisitions made during fiscal 2008 had occurred as of the beginning of fiscal 2007, which are the only acquisitions that meet the threshold for pro forma disclosure. The following pro forma results do not include any cost savings that may result from the combination of the acquired companies and the Company.

	Fiscal Year Ended August 2, 2008 (in thousands)
Net Sales	$ 3,438,903
Income before Income taxes	68,070
Net Income	42,748
Earnings per common share	
Basic	$ 1.00
Diluted	$ 1.00

(3) EQUITY PLANS

Effective August 1, 2005, the Company adopted the fair value recognition provisions of ASC 718, using the modified-prospective transition method. Under this transition method, compensation cost recognized subsequent to fiscal 2005 includes: (a) compensation cost for all share-based payments granted through August 1, 2005, but for which the requisite service period had not been completed as of August 1, 2005, based on the grant date fair value estimated in accordance with the original provisions of SFAS 123, and (b) compensation cost for all share-based payments granted subsequent to August 1, 2005, based on the grant date fair value estimated in accordance with the provisions of ASC 718.

The Company recognized share-based compensation expense of $8.1 million for the fiscal year ended July 31, 2010, compared to share-based compensation expense of $5.5 million for the fiscal year ended August 1, 2009. The Company recognized share-based compensation expense of $4.7 million for the fiscal year ended August 2, 2008.

As of July 31, 2010, there was $11.1 million of total unrecognized compensation cost related to outstanding share-based compensation arrangements (including stock options and restricted stock). This cost is expected to be recognized over a weighted-average period of 2.6 years.

For stock options, the fair value of each grant was estimated at the date of grant using the Black-Scholes option pricing model. Black-Scholes utilizes assumptions related to volatility, the risk-free interest rate, the dividend yield and expected life. Expected volatilities utilized in the model are based on the historical volatility of the Company's stock price. The risk-free interest rate is derived from the U.S. Treasury yield curve in effect at the time of grant. The model incorporates exercise and post-vesting forfeiture assumptions based on an analysis of historical data. The expected term is derived from historical information and other factors. The fair value of restricted stock awards, restricted stock units, and performance share units are determined based on the number of shares or units, as applicable, granted and the quoted price of the Company's common stock as of the grant date.

The following summary presents the weighted average assumptions used for stock options granted in fiscal 2010, 2009 and 2008:

	Year ended July 31, 2010	Year ended August 1, 2009	Year ended August 2, 2008
Expected volatility	45.2%	39.0%	32.7%
Dividend yield	0.0%	0.0%	0.0%
Risk free interest rate	1.4%	2.1%	3.1%
Expected term (in years)	3.0	3.0	3.0

As of July 31, 2010, the Company had two stock option plans: the 2002 Stock Incentive Plan and the 1996 Stock Option Plan (collectively, the "Plans"). The Plans provide for grants of stock options to employees, officers, directors and others. These options are intended to either qualify as incentive stock options within the meaning of Section 422 of the Internal Revenue Code or be "non-statutory stock options." Beginning with the Company's fiscal 2010 grants, non-qualified stock options are being granted in place of incentive stock options in order to decrease the variability in income taxes due to the timing of tax benefits from disqualifying dispositions. Vesting requirements for awards under the Plans are at the discretion of the Company's Board of Directors, or Compensation Committee of the Board of Directors, and are typically four years with graded vesting for employees and two years with graded vesting for non-employee directors. The maximum term of all incentive stock options granted under the Plans including non-statutory stock options granted under the 2002 Stock Incentive Plan, is ten years. The maximum term for non-statutory stock options granted under the 1996 Stock Option Plan was at the discretion of the Company's Board of Directors, and all grants to date have had a term of ten years. There were 7,800,000 shares authorized for grant under the Plans. As of July 31, 2010, 146,315 shares were available for grant under the 2002 Stock Incentive Plan and the 1996 Stock Option Plan authorization for new grants has expired. Beginning with the fourth quarter of fiscal 2010, the Company has begun issuing shares from treasury in addition to issuing new shares to satisfy stock option exercises and restricted stock vestings.

The following summary presents the weighted-average remaining contractual term of options outstanding at July 31, 2010 by range of exercise prices.

Exercise Price Range	Number of Options Outstanding	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term	Number of Shares Exercisable	Weighted Average Exercise Price
$10.00 - $18.00	17,750	$ 12.64	3.0	16,250	$ 12.62
$18.01 - $24.00	50,450	$ 18.82	3.5	49,700	$ 18.76
$24.01 - $30.00	674,992	$ 26.02	6.9	357,448	$ 26.96
$30.01 - $40.00	218,715	$ 36.14	6.1	168,137	$ 36.17
	961,907	$ 27.70	6.5	591,535	$ 28.49

Table of Contents

The following summary presents information regarding outstanding stock options as of July 31, 2010 and changes during the fiscal year then ended with regard to options under the Plans:

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding at beginning of year	1,295,377	$ 25.59		
Granted	197,804	$ 24.72		
Exercised	(424,312)	$ 19.99		
Forfeited	(57,540)	$ 27.38		
Cancelled	(49,422)	$ 27.15		
Outstanding at end of year	961,907	$ 27.70	6.5 years	$ 6,367,071
Exercisable at end of year	591,535	$ 28.49	5.3 years	$ 3,538,885

The weighted average grant-date fair value of options granted during the fiscal years ended July 31, 2010, August 1, 2009, and August 2, 2008 was $7.73, $7.05 and $7.34, respectively. The aggregate intrinsic value of options exercised during the fiscal years ended July 31, 2010, August 1, 2009, and August 2, 2008, was $4.6 million, $1.2 million and $0.5 million, respectively.

At July 31, 2010, the Company also had established the 2004 Equity Incentive Plan (the "2004 Plan"). The 2004 Plan, as amended during fiscal 2009, provides for the issuance of up to 2,500,000 equity-based compensation awards other than stock options, such as restricted shares and units, performance shares and units, bonus shares and stock appreciation rights. Vesting requirements for restricted share and unit awards under the 2004 Plan are at the discretion of the Company's Board of Directors, or the Compensation Committee thereof, and are typically four years with graded vesting for employees and two years with graded vesting for non-employee directors. The performance units granted to the Company's President and Chief Executive Officer during fiscal 2009 vested as of July 31, 2010 in accordance with the terms of the related Performance Unit agreement. At July 31, 2010, 1,369,833 shares were available for grant under the 2004 Plan.

The following summary presents information regarding restricted stock and restricted stock unit awards as of and for the fiscal year ended July 31, 2010 under the 2004 Plan:

	Number of Awards	Weighted Average Grant-Date Fair Value
Outstanding at August 1, 2009	514,286	$ 26.35
Granted	357,022	$ 25.07
Vested	(182,865)	$ 26.90
Forfeited	(79,028)	$ 25.87
Outstanding at July 31, 2010	609,415	$ 25.49

The total intrinsic value of restricted stock awards and units vested and performance units vested during the fiscal year ended July 31, 2010 was $6.2 million and $1.0 million, respectively. The total fair value of restricted shares and units vested during the fiscal year ended July 31, 2010 and August 1, 2009 was $4.7 million and $2.4 million, respectively.

Effective July 31, 2010, 50,175 performance share units vested related to the Performance Unit Agreement with the Company's President and CEO with a corresponding intrinsic value and fair value of $1.7 million and $1.0 million, respectively. The grant date fair value of these awards was $19.99.

(4) ALLOWANCE FOR DOUBTFUL ACCOUNTS AND NOTES RECEIVABLE

The allowance for doubtful accounts and notes receivable consists of the following:

	Fiscal year ended July 31, 2010	Fiscal year ended August 1, 2009	Fiscal year ended August 2, 2008
		(In thousands)	
Balance at beginning of year	$ 8,876	$ 7,088	$ 5,981
Additions charged to costs and expenses	1,149	4,759	2,707
Deductions	(3,399)	(2,971)	(2,765)
Charged to Other Accounts(a)	1,066	—	1,165
Balance at end of year	$ 7,692	$ 8,876	$ 7,088

(a) Relates to acquisitions.

The Company analyzes the details of specific transactions, overall customer creditworthiness, current accounts receivable aging, payment history, and any available industry information when determining whether to charge off an account. In instances where a balance has been charged off, future sales to the customer are conducted using either cash-on-delivery terms, or the account is closely monitored so that as agreed-upon payments are received, orders are released; a failure to pay results in held or cancelled orders.

(5) ASSETS HELD FOR SALE

In November 2005, the Company transitioned all remaining operations at one of its two Auburn, California facilities to a new facility in Rocklin, California. As a result, the Company reclassified $7.4 million of long-lived assets related to the Auburn facility that were previously included in property and equipment as held for sale in the consolidated balance sheet. In June 2006, the Company sold a portion of these long-lived assets for less than $0.1 million, resulting in a loss of $0.5 million, which was recorded in operating expenses in the fourth quarter of fiscal 2006. In January 2007, the Company sold the remaining long-lived assets for $5.4 million, resulting in a loss of $1.5 million, which was recorded in operating expenses in the second quarter of fiscal 2007.

In the year ended July 28, 2007, the Company transitioned its remaining Auburn, California operations to its Rocklin, California facility, determined to sell the second Auburn, California facility and related assets and recorded an impairment loss of $0.8 million with respect to that facility. The impairment loss was recognized based on management's estimate of fair value of the facility, less costs of disposal. As a result, the Company reclassified, to assets held for sale, $5.9 million of long-lived assets, net of the $0.8 million impairment loss, that were previously included in property and equipment. During the year ended August 2, 2008, the Company decided not to sell the second Auburn, California facility and related assets due to a need for additional warehouse space in northern California. This resulted in the recording of catch up depreciation of $0.2 million during the year ended August 2, 2008 and the reclassification of $5.9 million of assets held for sale to property and equipment, net.

(6) NOTES PAYABLE

On April 30, 2004, the Company entered into an amended and restated four-year $250 million revolving credit facility secured by, among other things, the Company's accounts receivable, inventory and general intangibles, with a bank group that was led by Bank of America Business Capital as the administrative agent (the "amended credit facility"). The amended credit facility increased the amount available for borrowing from $150 million to $250 million. On November 2, 2007, the Company amended the amended credit facility to temporarily increase the maximum borrowing base from $250 million to $270 million. On November 27, 2007, the Company again amended the amended credit facility to increase the maximum borrowing base under the credit facility from $270 million to $400 million. The November 27, 2007 amendment also provided the Company with a one-time option, subject to approval by the lenders under the credit facility, to increase the borrowing base by up to an additional $50 million. In connection with this amendment, we also entered into a securities pledge agreement pursuant to which we and DHI pledged to the administrative agent all of our or DHI's right, title and interest in and to the equity interests in our subsidiaries, whether then existing or thereafter acquired. Interest accrues on borrowings under the amended credit facility, at the Company's option, at either the base rate (the applicable prime lending rate of Bank of America Business Capital, as announced from time to time) (3.25% at July 31, 2010 and August 1, 2009) or at the one-month London Interbank Offered Rate ("LIBOR") plus 0.75%. The amended credit facility matures on November 27, 2012. The weighted average interest rate on the amended credit facility was 1.20% as of July 31, 2010. An annual commitment fee in the amount of 0.125% is payable monthly based on the average daily unused portion of the amended credit facility. Our borrowing base is determined as the lesser of (1) $400 million or (2) the fixed percentages of our previous fiscal month-end eligible accounts receivable and inventory levels. As of July 31, 2010, our borrowing base, which was calculated based on our eligible accounts receivable and inventory levels, was $397.1 million. As of July 31, 2010, we had $242.6 million outstanding under the credit facility, $20.0 million in letter of credit commitments and $1.3 million in reserves which generally reduces our available borrowing capacity under the existing revolving credit facility on a dollar for dollar basis. When our borrowing base as calculated above is equal to $400 million, reserves do not reduce available borrowing capacity. Our resulting remaining availability was $133.2 million as of July 31, 2010.

On June 4, 2008, the Company entered into an amendment, which was effective as of May 28, 2008, to the amended credit facility in order to (i) waive events of default as a result of the Company's noncompliance at April 26, 2008 with the fixed charge coverage ratio covenant under amended credit facility (the "Fixed Charge Coverage Ratio Covenant"), (ii) increase the interest rate applicable to borrowings under the amended credit facility by 0.25% during the period from June 1, 2008 through the date on which the Company demonstrates compliance with the Fixed Charge Coverage Ratio Covenant, and (iii) exclude non-cash share based compensation expense from the calculation of EBITDA (as defined under the amended credit facility) in connection with the calculation of the fixed charge coverage ratio under the amended credit facility. The amended credit facility requires the Company to maintain a minimum fixed charge coverage ratio of 1.5 to 1.0 calculated at the end of each of the Company's fiscal quarters on a rolling four quarter basis, with which the Company was in compliance in fiscal 2010. The principal reason for the Company's earlier noncompliance with the Fixed Charge Coverage Ratio Covenant was the Company's high level of capital expenditures in the trailing twelve month period ended April 26, 2008.

The Company was in compliance with all restrictive covenants at July 31, 2010 and August 1, 2009. The amended credit facility also provides for the bank to syndicate the credit facility to other banks and lending institutions. The Company has pledged the majority of its U.S.-generated accounts receivable and inventory for its obligations under the amended credit facility.

(7) LONG-TERM DEBT

The Company entered into a $30 million term loan agreement with a financial institution effective April 30, 2003. The term loan was repayable over seven years based on a fifteen year amortization schedule. Interest accrued at 30 day LIBOR plus 1.50%. The Company has pledged certain real property as collateral for its obligations under the term loan agreement. In July 2005, the Company amended the term loan agreement with the financial institution, increasing the principal amount available up to $75 million, decreasing the interest rate to 30-day LIBOR plus 1.0%, and extending the maturity date to July 2012. In connection with the amendments to the amended credit facility described in Note 6, effective November 2, 2007 and November 27, 2007, the Company amended its term loan agreement to conform certain terms and conditions to the corresponding terms and conditions under the amended credit facility.

On June 4, 2008, the Company entered into an amendment, which was effective as of May 28, 2008, to the term loan agreement in order to (i) waive events of default as a result of the Company's noncompliance at April 26, 2008 with the fixed charge coverage ratio covenant under the term loan agreement (the "Term Loan Fixed Charge Coverage Ratio Covenant"), (ii) increase the interest rate applicable to borrowings under the Company's term loan by 0.25% during the period from June 1, 2008 through the date on which the Company demonstrates compliance with the Term Loan Fixed Charge Coverage Ratio Covenant, and (iii) exclude non-cash share based compensation expense from the calculation of EBITDA (as defined in the term loan agreement) in connection with the calculation of the fixed charge coverage ratio under the term loan agreement. The term loan agreement, as amended, requires the Company to maintain a minimum fixed charge coverage ratio of 1.45 to 1.0, calculated at the end of each of the Company's fiscal quarters on a rolling four quarter basis. The principal reason for the Company's noncompliance with the Term Loan Fixed Charge Coverage Ratio Covenant was the Company's high level of capital expenditures in the trailing twelve month period ended April 26, 2008.

As of July 31, 2010 and August 1, 2009, the Company's long-term debt consisted of the following:

	July 31, 2010	August 1, 2009
	(In thousands)	
Term loan payable to bank, secured by real estate, due monthly, and maturing in July 2012, at an interest rate of 30 day LIBOR plus 1.00% (1.31% at July 31, 2010 and 1.28% at August 1, 2009)	$51,822	$56,926
Real estate and equipment term loans payable to bank, secured by building and other assets, due monthly and maturing in June 2015, at an interest rate of 8.60%	930	1,075
Term loan for employee stock ownership plan, secured by common stock of the Company, due monthly and maturing in May 2015, at an interest rate of 1.33%	714	877
	$53,466	$58,878
Less: current installments	5,033	5,020
Long-term debt, excluding current installments	$48,433	$53,858

Certain of the Company's long-term debt agreements contain restrictive covenants. The Company was in compliance with all of its restrictive covenants, including the Term Loan Fixed Charge Coverage Ratio Covenant, at July 31, 2010 and August 1, 2009.

Aggregate maturities of long-term debt for the next five years and thereafter are as follows at July 31, 2010:

Year	(In thousands)
2011	$ 5,033
2012	47,447
2013	352
2014	369
2015	265
2016 and thereafter	0
	$ 53,466

(8) FAIR VALUE MEASUREMENTS OF FINANCIAL INSTRUMENTS

As of August 2, 2009, the Company has fully adopted FASB ASC 820, *Fair Value Measurements and Disclosures*("ASC 820"), for financial assets and liabilities and for non-financial assets and liabilities that are recognized or disclosed at fair value on at least an annual basis. ASC 820 defines fair value as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required or permitted to be recorded at fair value, the Company considers the principal or most advantageous market in which it would transact and considers assumptions that market participants would use when pricing the asset or liability, such as inherent risk, transfer restrictions, and risk of nonperformance. ASC 820 establishes a fair value hierarchy that requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. ASC 820 establishes three levels of inputs that may be used to measure fair value:

- Level 1 Inputs—Unadjusted quoted prices in active markets for identical assets or liabilities.
- Level 2 Inputs—Inputs other than quoted prices included in Level 1 that are either directly or indirectly observable through correlation with market data. These include quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; and inputs to valuation models or other pricing methodologies that do not require significant judgment because the inputs used in the model, such as interest rates and volatility, can be corroborated by readily observable market data.
- Level 3 Inputs—One or more significant inputs that are unobservable and supported by little or no market activity, and that reflect the use of significant management judgment. Level 3 assets and liabilities include those whose fair value measurements are determined using pricing models, discounted cash flow methodologies or similar valuation techniques, and significant management judgment or estimation.

Interest Rate Swap Agreement

On August 1, 2005, the Company entered into an interest rate swap agreement effective July 29, 2005. The agreement provides for the Company to pay interest for a seven-year period at a fixed rate of 4.70% on an initial amortizing notional principal amount of $50.0 million while receiving interest for the same period at the one-month London Interbank Offered Rate ("LIBOR") on the same notional principal amount. The swap has been entered into as a hedge against LIBOR movements on current variable rate indebtedness at one-month LIBOR plus 1.00%, thereby fixing its effective rate on the notional amount at 5.70%. The swap agreement qualifies as an "effective" hedge under FASB ASC 815, *Derivatives and Hedging* ("ASC 815"). LIBOR was 0.31% and 0.28% as of July 31, 2010 and August 1, 2009, respectively.

Interest rate swap agreements are entered into for periods consistent with related underlying exposures and do not constitute positions independent of those exposures. The Company's interest rate swap agreement is designated as a cash flow hedge at July 31, 2010 and is reflected at fair value in the Company's consolidated balance sheet as a component of other long-term liabilities. The related gains or losses on this contract are generally deferred in stockholders' equity as a component of other comprehensive income. However, to the extent that the swap agreement is not considered to be effective in offsetting the change in the value of the item being hedged, any change in fair value relating to the ineffective portion of the swap agreement is immediately recognized in income. For the periods presented, the Company did not have any ineffectiveness requiring current income recognition.

Fuel Supply Agreements

The Company is a party to several fixed price fuel supply agreements. During the year ended July 31, 2010, the Company entered into several agreements which require it to purchase a portion of its diesel fuel each month at fixed prices through July 2011. These fixed price fuel agreements qualify for the "normal purchase" exception under ASC 815 as physical deliveries will occur rather than net settlements, therefore the fuel purchases under these contracts are expensed as incurred and included within operating expenses.

During the year ended August 1, 2009, the Company entered into several agreements which require it to purchase a portion of its diesel fuel each month at fixed prices through July 2010. These fixed price fuel agreements also qualified for the "normal purchase" exception under ASC 815, therefore the fuel purchases under these contracts were expensed as incurred and included within operating expenses.

Exchange Rate Forward Contract

In anticipation of the Canadian dollars needed to fund the acquisition of the SDG assets of SunOpta, the Company entered into a forward contract to exchange US dollars for Canadian dollars. Upon settlement of the contract in June 2010, the Company recorded a gain of $2.8 million in "other expense (income)" within the Consolidated Statements of Income.

The following table provides the fair values hierarchy for financial assets and liabilities measured on a recurring basis:

	Fair Value at July 31, 2010		
	Level 1	Level 2 (In thousands)	Level 3
Description			
Liabilities			
Interest Rate Swap	—	$ 2,493	—
Total	—	$ 2,493	—

The Company's determination of the fair value of its interest rate swap is calculated using a discounted cash flow analysis based on the terms of the swap contract and the observable interest rate curve. The Company does not enter into derivative agreements for trading purposes.

(9) TREASURY STOCK

On December 1, 2004, the Company's Board of Directors authorized the repurchase of up to $50 million of common stock through February 2008 in the open market or in privately negotiated transactions. As part of the stock repurchase program, the Company purchased 228,800 shares of its common stock for its treasury during the year ended July 29, 2006 at an aggregate cost of approximately $6.1 million. All shares were purchased at prevailing market prices. There were no other purchases made during the authorization period.

The Company, in an effort to reduce the treasury share balance, decided in the fourth quarter of fiscal 2010 to issue treasury shares to satisfy certain share requirements related to exercises of stock options and vesting of restricted stock units and awards under its equity incentive plans. During the fiscal year ended July 31, 2010, the Company issued 201,814 treasury shares related to stock option exercises and the vesting of restricted stock units and awards.

(10) COMMITMENTS AND CONTINGENCIES

The Company leases various facilities and equipment under operating lease agreements with varying terms. Most of the leases contain renewal options and purchase options at several specific dates throughout the terms of the leases.

Rent and other lease expense for the fiscal years ended July 31, 2010, August 1, 2009 and August 2, 2008 totaled approximately $45.2 million, $37.7 million and $30.1 million, respectively.

Future minimum annual fixed payments required under non-cancelable operating leases having an original term of more than one year as of July 31, 2010 are as follows:

Fiscal Year:	(In thousands)	
2011	$	41,293
2012		36,553
2013		33,211
2014		29,957
2015		24,887
2016 and thereafter		83,368
	$	249,269

As of July 31, 2010, outstanding commitments for the purchase of inventory were approximately $27.8 million. The Company had outstanding letters of credit of approximately $20.0 million at July 31, 2010.

As of July 31, 2010, outstanding commitments for the purchase of diesel fuel through fiscal 2011 were approximately $6.7 million.

Assets mortgaged amounted to approximately $102.0 million at July 31, 2010.

The Company may from time to time be involved in various claims and legal actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's consolidated financial position or results of operations. Legal expenses incurred in connection with claims and legal actions are expensed as incurred.

(11) RETIREMENT PLANS

Retirement Plan

The Company has a defined contribution retirement plan, the United Natural Foods, Inc. Retirement Plan (the "Retirement Plan"). In order to become a participant in the Retirement Plan, employees must meet certain eligibility requirements as described in the Retirement Plan document. In addition to amounts contributed to the Retirement Plan by employees, the Company makes contributions to the Retirement Plan on behalf of the employees. During fiscal 2008, the Company assumed the Millbrook Distribution Services Retirement Plan and the Millbrook Distribution Services Union Retirement Plan following its acquisition of DHI on November 2, 2007. During the fiscal year ended August 1, 2009, the Company merged the Millbrook Distribution Services Retirement Plan into the Retirement Plan. The Company's contributions to these plans were approximately $3.2 million, $3.0 million and $2.7 million, for the fiscal years ended July 31, 2010, August 1, 2009 and August 2, 2008, respectively.

Deferred Compensation and Supplemental Retirement Plans

The Millbrook Deferred Compensation Plan and the Millbrook Supplemental Retirement Plan were assumed by the Company as part of the purchase of DHI. Deferred compensation relates to a compensation arrangement implemented in 1984 by a predecessor of Millbrook in the form of a non-qualified defined benefit plan and a supplemental retirement plan which permitted former officers and certain management employees, at the time, to defer portions of their compensation to earn specified maximum benefits upon retirement. The future obligations, which are fixed in accordance with the plans, have been recorded at a discount rate of 5.7%. These plans do not allow new participants.

In an effort to provide for the benefits associated with these plans, Millbrook's predecessor purchased whole-life insurance contracts on the plan participants. The value of these policies at July 31, 2010 of $9.0 million is included in Other Assets in the Consolidated Balance Sheet. At July 31, 2010, total future obligations including interest, assuming commencement of payments at an individual's retirement age, as defined under the deferred compensation arrangement, were as follows:

Year		(In thousands)
2011	$	1,159
2012		1,247
2013		1,244
2014		1,232
2015		1,223
2016 and thereafter		7,859
	$	13,964

(12) EMPLOYEE STOCK OWNERSHIP PLAN

The Company adopted the UNFI Employee Stock Ownership Plan (the "ESOP Plan") for the purpose of acquiring outstanding shares of the Company for the benefit of eligible employees. The ESOP Plan was effective as of November 1, 1988 and has received notice of qualification by the Internal Revenue Service.

In connection with the adoption of the ESOP Plan, a Trust was established to hold the shares acquired. On November 1, 1988, the Trust purchased 40% of the then outstanding common stock of the Company at a price of $4.1 million. The trustees funded this purchase by issuing promissory notes to the initial stockholders, with the Trust shares pledged as collateral. These notes bear interest at 1.33% and 10.00% as of July 31, 2010 and August 1, 2009, respectively, and are payable through May 2015. As the debt is repaid, shares are released from collateral and allocated to active employees, based on the proportion of principal and interest paid in the year.

All shares held by the ESOP were purchased prior to December 31, 1992. As a result, the Company considers unreleased shares of the ESOP to be outstanding for purposes of calculating both basic and diluted earnings per share, whether or not the shares have been committed to be released. The debt of the ESOP is recorded as debt and the shares pledged as collateral are reported as unearned ESOP shares in the consolidated balance sheets. During the fiscal years ended July 31, 2010, August 1, 2009, and August 2, 2008, contributions totaling approximately $0.2 million, $0.3 million, and $0.3 million, respectively, were made to the Trust. Of these contributions, less than $0.1 million in fiscal 2010 and approximately $0.1 million in each of fiscal 2009 and 2008 represented interest.

The ESOP shares were classified as follows:

	July 31, 2010	August 1, 2009
	(In thousands)	
Total ESOP shares—beginning of year	2,552	2,640
Shares distributed to employees	(133)	(88)
Total ESOP shares—end of year	2,419	2,552
Allocated shares	1,799	1,711
Unreleased shares	620	841
Total ESOP shares	2,419	2,552

During the fiscal years ended July 31, 2010 and August 1, 2009, 220,606 shares and 280,069 shares were released for allocation, respectively. The fair value of unreleased shares was approximately $20.9 million and $22.7 million at July 31, 2010 and August 1, 2009, respectively.

Table of Contents

(13) INCOME TAXES

For the fiscal year July 31, 2010, income before income taxes consists of $112,888 from U.S. operations and ($886) from foreign operations. All income before income taxes for the fiscal years ended August 1, 2009 and August 2, 2008 is from U.S. operations.

Total federal and state income tax (benefit) expense from continuing operations consists of the following:

	Current	Deferred (In thousands)	Total
Fiscal year ended July 31, 2010:			
U.S. Federal	$ 31,818	$ 5,488	$ 37,306
State & Local	7,147	(427)	6,720
Foreign	(345)	—	(345)
	$ 38,620	$ 5,061	$ 43,681
Fiscal year ended August 1, 2009:			
U.S. Federal	$ 32,998	$ (33)	$ 32,965
State and local	7,761	272	8,033
	40,759	$ 239	$ 40,998
Fiscal year ended August 2, 2008:			
U.S. Federal	$ 22,106	$ 1,979	$ 24,085
State and local	4,354	278	4,632
	$ 26,460	$ 2,257	$ 28,717

Total income tax expense (benefit) was different than the amounts computed using the United States statutory income tax rate (35%) applied to income before income taxes as a result of the following:

	Fiscal year ended July 31, 2010	August 1, 2009	August 2, 2008
	(In thousands)		
Computed "expected" tax expense	$ 39,201	$ 35,064	$ 27,019
State and local income tax, net of Federal income tax benefit	4,368	5,222	3,011
Non-deductible expenses	872	861	862
Tax effect of share-based compensation	78	(65)	464
General Business Credits	(215)	(325)	(3,825)
Other, net	(623)	241	1,186
Total income tax expense (benefit)	$ 43,681	$ 40,998	$ 28,717

Total income tax expense (benefit) for the years ended July 31, 2010, August 1, 2009 and August 2, 2008 was allocated as follows:

	July 31, 2010	August 1, 2009	August 2, 2008
	(In thousands)		
Income tax expense	$43,681	$40,998	$28,717
Stockholders' equity, difference between compensation expense for tax purposes and amounts recognized for financial statement purposes	(1,822)	598	(171)
Other comprehensive income	97	(647)	(690)
	$41,956	$40,949	$27,856

The tax effects of temporary differences that give rise to significant portions of the net deferred tax assets and deferred tax liabilities at July 31, 2010 and August 1, 2009 are presented below:

	2010	2009
	(In thousands)	
Deferred tax assets:		
Inventories, principally due to additional costs inventoried for tax purposes	$ 4,906	$ 4,576
Compensation and benefit related	14,725	14,049
Accounts receivable, principally due to allowances for uncollectible accounts	2,655	3,447
Accrued expenses	6,586	6,506
Other comprehensive income	997	1,093
Net operating loss and tax credit carryforwards	9,298	13,814
Other deferred tax assets	23	33
Total gross deferred tax assets	39,190	43,518
Less valuation allowance	5,052	5,138
Net deferred tax assets	$ 34,138	$ 38,380
Deferred tax liabilities:		
Plant and equipment, principally due to differences in depreciation	$ 15,546	$ 16,899
Intangible assets	18,495	15,704
Other	135	—
Total deferred tax liabilities	34,176	32,603
Net deferred tax assets (liabilities)	$ (38)	$ 5,777
Current deferred income tax assets	$ 20,560	$ 18,074
Non-current deferred income tax liabilities	(20,598)	(12,297)
	$ (38)	$ 5,777

The net increase (decrease) in total valuation allowance in fiscal years 2010, 2009, and 2008 was ($86), $2,406, and $2,231 respectively.

At July 31, 2010, the Company had net operating loss carryforwards of approximately $9.7 million for federal income tax purposes. The federal tax loss carryforwards are subject to an annual limitation of approximately $5.1 million under Internal Revenue Code Section 382. The carryforwards expire at various times between fiscal 2011 and 2027. In addition, the Company had net operating loss carryforwards of approximately $66 million for state income tax purposes that expire in fiscal years

2013 through 2030. At July 31, 2010, the Company also had state tax credit carryforwards of approximately $1.1 million, which will expire by fiscal 2012.

In assessing the recoverability of deferred tax assets, the Company considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. Due to the fact that the Company has sufficient taxable income in the federal carryback period and anticipates sufficient future taxable income over the periods which the deferred tax assets are deductible, the ultimate realization of deferred tax assets for federal and state tax purposes appears more likely than not at July 31, 2010, with the exception of certain state deferred tax assets.

Valuation allowances were established against approximately $5.1 million of state deferred tax assets related to DHI and certain state tax credit carryforwards. The subsequent release of this valuation allowance, if such release occurs, will reduce income tax expense.

For the fiscal years ended July 31, 2010, August 1, 2009 and August 2, 2008, the Company did not have any material unrecognized tax benefits and thus, no significant interest and penalties related to unrecognized tax benefits were recognized. The Company records interest and penalties related to unrecognized tax benefits as a component of income tax expense. In addition, the Company does not expect that the amount of unrecognized tax benefits will change significantly within the next 12 months.

The Company and its subsidiaries file income tax returns in the United States federal jurisdiction and in various state jurisdictions. Following the acquisition of the SDG assets from SunOpta, UNFI Canada will file income tax returns in Canada and certain of its provinces. The Company is no longer subject to U.S. federal tax examinations for years before fiscal 2007. The tax years that remain subject to examination by state jurisdictions range from fiscal 2007 to fiscal 2010.

(14) BUSINESS SEGMENTS

The Company has several operating divisions aggregated under the wholesale segment, which is the Company's only reportable segment. These operating divisions have similar products and services, customer channels, distribution methods and historical margins. The wholesale segment is engaged in national distribution of natural, organic and specialty foods, produce and related products in the United States and Canada. The Company has additional operating divisions that do not meet the quantitative thresholds for reportable segments and are therefore aggregated under the caption of "Other". "Other" includes a retail division, which engages in the sale of natural foods and related products to the general public through retail storefronts on the east coast of the United States, a manufacturing division, which engages in importing, roasting and packaging of nuts, seeds, dried fruit and snack items, and the Company's branded product lines. "Other" also includes certain corporate operating expenses that are not allocated to operating divisions, which consist of depreciation, salaries, retainers, and other related expenses of officers, directors, corporate finance (including professional services), information technology, governance, legal, human resources and internal audit that are necessary to operate the Company's headquarters located in Providence, Rhode Island, and formerly, in Dayville, Connecticut. As the Company continues to expand its business and serve its customers through a new national platform, these corporate expense amounts have increased, which is the primary driver behind the increasing operating losses within the "Other" category below. Non-operating expenses that are not allocated to the operating divisions are under the caption of "Unallocated Expenses". The Company does not record its revenues for financial reporting purposes by product group, and it is therefore impracticable for the Company to report them accordingly.

Table of Contents

Following is business segment information for the periods indicated:

	Wholesale	Other	Eliminations	Unallocated Expenses	Consolidated
			(In thousands)		
Fiscal year ended July 31, 2010					
Net sales	$ 3,698,349	$ 171,841	$ (113,051)		$ 3,757,139
Operating income (loss)	152,364	(38,108)	646		114,902
Interest expense				$ 5,845	5,845
Interest income				(247)	(247)
Other, net				(2,698)	(2,698)
Income before income taxes					112,002
Depreciation and amortization	24,744	2,739			27,483
Capital expenditures	51,495	3,614			55,109
Goodwill	169,594	17,331			186,925
Assets	1,099,962	159,814	(8,977)		1,250,799
Fiscal year ended August 1, 2009					
Net sales	$ 3,392,984	$ 142,769	$ (80,853)		$ 3,454,900
Operating income (loss)	128,998	(20,639)	1,562		109,921
Interest expense				$ 9,914	9,914
Interest income				(450)	(450)
Other, net				275	275
Income before income taxes					100,182
Depreciation and amortization	23,333	3,696			27,029
Capital expenditures	27,342	5,011			32,353
Goodwill	146,970	17,363			164,333
Assets	942,845	123,908	(8,203)		1,058,550
Fiscal year ended August 2, 2008					
Net sales	$ 3,310,104	$ 139,941	$ (84,188)		$ 3,365,857
Operating income (loss)	99,616	(6,046)	(1,091)		92,479
Interest expense				$ 16,133	16,133
Interest income				(768)	(768)
Other, net				(82)	(82)
Income before income taxes					77,196
Depreciation and amortization	21,306	1,238			22,544
Capital expenditures	48,168	2,915			51,083
Goodwill	154,120	16,489			170,609
Assets	969,630	123,673	(8,820)		1,084,483

Table of Contents

(15) QUARTERLY FINANCIAL DATA (UNAUDITED)

The following table sets forth certain key interim financial information for the years ended July 31, 2010 and August 1, 2009:

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Full Year
	(In thousands except per share data)				
2010					
Net sales	$ 884,768	$ 898,217	$ 985,694	$ 988,460	$ 3,757,139
Gross profit	164,601	166,606	182,407	183,317	696,931
Income before income taxes	25,888	26,099	32,480	27,535	112,002
Net income	15,533	15,660	19,488	17,640	68,321
Per common share income					
Basic:	$ 0.36	$ 0.36	$ 0.45	$ 0.41	$ 1.58
Diluted:	$ 0.36	$ 0.36	$ 0.45	$ 0.40	$ 1.57
Weighted average basic					
Shares outstanding	42,982	43,024	43,245	43,483	43,184
Weighted average diluted					
Shares outstanding	43,211	43,315	43,536	43,813	43,425
Market Price					
High	$ 28.28	$ 29.35	$ 31.35	$ 35.12	$ 35.12
Low	$ 23.03	$ 23.29	$ 24.71	$ 28.92	$ 23.03

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Full Year
	(In thousands except per share data)				
2009					
Net sales	$ 864,236	$ 847,635	$ 889,538	$ 853,491	$ 3,454,900
Gross profit	167,588	162,065	168,751	162,077	660,481
Income before income taxes	21,935	22,549	28,556	27,142	100,182
Net income	13,249	13,620	16,779	15,536	59,184
Per common share income					
Basic:	$ 0.31	$ 0.32	$ 0.39	$ 0.36	$ 1.38
Diluted:	$ 0.31	$ 0.32	$ 0.39	$ 0.36	$ 1.38
Weighted average basic					
Shares outstanding	42,764	42,821	42,871	42,915	42,849
Weighted average diluted					
Shares outstanding	42,919	42,910	42,943	43,154	42,993
Market Price					
High	$ 28.70	$ 22.75	$ 24.10	$ 27.52	$ 28.70
Low	$ 16.57	$ 15.46	$ 12.83	$ 21.86	$ 12.83

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures.

We carried out an evaluation, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this

Annual Report on Form 10-K (the "Evaluation Date"). Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of the Evaluation Date, our disclosure controls and procedures are effective.

Management's Annual Report on Internal Control Over Financial Reporting.

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rules 13a-15(f) or 15d-15(f) promulgated under the Exchange Act as a process designed by, or under the supervision of, our principal executive and principal financial officers and effected by our Board of Directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and includes those policies and procedures that:

- Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of our assets;
- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures are being made only in accordance with authorizations of our management and directors; and
- Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management assessed the effectiveness of our internal control over financial reporting as of July 31, 2010. In making this assessment, our management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control-Integrated Framework. On June 11, 2010, the Company's Canadian subsidiary ("UNFI Canada") acquired the SDG assets of SunOpta, and management excluded from its assessment of the effectiveness of the Company's internal control over financial reporting as of July 31, 2010, UNFI Canada's internal control over financial reporting with associated assets of approximately $87.0 million (of which $36.3 million represents goodwill and intangible assets included within the scope of the assessment) and total revenue of $22.1 million generated by UNFI Canada that was included in the Company's consolidated financial statements as of and for the year ended July 31, 2010. Based on its assessment, our management concluded that, as of July 31, 2010, our internal control over financial reporting was effective based on those criteria at the reasonable assurance level.

The effectiveness of our internal control over financial reporting as of July 31, 2010 has been audited by KPMG LLP, an independent registered public accounting firm, as stated in its report which is included in "Item 8. Financial Statements and Supplementary Data" of this Annual Report on Form 10-K.

Report of the Independent Registered Public Accounting Firm.

See the report of KPMG LLP included in "Item 8. Financial Statements and Supplementary Data" of this Annual Report on Form 10-K.

Changes in Internal Controls Over Financial Reporting

No change in our internal control over financial reporting (as such term is defined in Exchange Act Rule 13a-15(f)) occurred during the fiscal quarter ended July 31, 2010 that materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III.

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this item will be contained, in part, in our Definitive Proxy Statement on Schedule 14A for our Annual Meeting of Stockholders to be held on December 16, 2010 (the "2010 Proxy Statement") under the captions "Directors and Nominees for Director," "Section 16(a) Beneficial Ownership Reporting Compliance," and "Committees of the Board of Directors—Audit Committee" and is incorporated herein by this reference. Pursuant to Item 401(b) of Regulation S-K, our executive officers are reported under the caption "Executive Officers of the Registrant" in Part I of this Annual Report on Form 10-K.

We have adopted a code of ethics that applies to our Chief Executive Officer, Chief Financial Officer, Corporate Controller, and employees within our finance, purchasing, operations, and sales departments. Our code of ethics is publicly available on our website at www.unfi.com. If we make any substantive amendments to our code of ethics or grant any waiver, including any implicit waiver, from a provision of the code of ethics to our Chief Executive Officer, Chief Financial Officer or Corporate Controller, we will disclose the nature of such amendment or waiver on our website or in a Current Report on Form 8-K.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this item will be contained in the 2010 Proxy Statement under the captions "Non-employee Director Compensation," "Executive Compensation", "Compensation Discussion and Analysis", "Compensation Committee Interlocks and Insider Participation" and "Report of the Compensation Committee" and is incorporated herein by this reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this item will be contained, in part, in the 2010 Proxy Statement under the caption "Stock Ownership of Certain Beneficial Owners and Management", and is incorporated herein by this reference.

The following table provides certain information with respect to equity awards under the Company's 2004 Equity Incentive Plan, 2002 Stock Incentive Plan and 1996 Stock Option Plan as of July 31, 2010.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in the second column)
Plans approved by stockholders	1,554,732	$ 27.70	1,516,148
Plans not approved by stockholders	—	—	—
Total	1,554,732	$ 27.70	1,516,148

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by this item will be contained in the 2010 Proxy Statement under the caption "Certain Relationships and Related Transactions" and "Director Independence" and is incorporated herein by this reference.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required by this item will be contained in the 2010 Proxy Statement under the caption "Fees Paid to KPMG LLP" and is incorporated herein by this reference.

PART IV.

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(a) Documents filed as a part of this Annual Report on Form 10-K.

1. *Financial Statements.* The Financial Statements listed in the Index to Financial Statements in Item 8 hereof are filed as part of this Annual Report on Form 10-K.

2. *Financial Statement Schedules.* All schedules have been omitted because they are either not required or the information required is included in our consolidated financial statements or the notes thereto included in Item 8 hereof.

3. *Exhibits.* The Exhibits listed in the Exhibit Index immediately preceding such Exhibits are filed as part of this Annual Report on Form 10-K.

Table of Contents

SIGNATURES

Pursuant to the requirements of Section 13 or 15 (d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

UNITED NATURAL FOODS, INC.

/s/ MARK E. SHAMBER

Mark E. Shamber
Senior Vice President, Chief Financial Officer and Treasurer
(Principal Financial and Accounting Officer)

Dated: September 27, 2010

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Name	Title	Date
/s/ STEVEN L. SPINNER Steven L. Spinner	President, Chief Executive Officer and Director (Principal Executive Officer)	September 27, 2010
/s/ MICHAEL S. FUNK Michael S. Funk	Chair of the Board	September 27, 2010
/s/ MARK E. SHAMBER Mark E. Shamber	Senior Vice President, Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)	September 27, 2010
/s/ GORDON D. BARKER Gordon D. Barker	Vice Chair of the Board and Lead Independent Director	September 27, 2010
/s/ MARY ELIZABETH BURTON Mary Elizabeth Burton	Director	September 27, 2010
/s/ JOSEPH M. CIANCIOLO Joseph M. Cianciolo	Director	September 27, 2010
/s/ GAIL A. GRAHAM Gail A. Graham	Director	September 27, 2010
/s/ JAMES P. HEFFERNAN James P. Heffernan	Director	September 27, 2010
/s/ PETER ROY Peter Roy	Director	September 27, 2010
/s/ THOMAS B. SIMONE Thomas B. Simone	Director	September 27, 2010

Table of Contents

EXHIBIT INDEX

Exhibit No.	Description
2.1(32)	Asset Purchase Agreement, dated May 10, 2010, by and among UNFI Canada, Inc., a subsidiary of the Registrant, with SunOpta Inc. and its wholly owned subsidiary, Drive Organics Corp. (Pursuant to Item 601(b)(2) of Regulation S-K, the schedules and exhibits have been omitted from this filing.)
2.2(33)	Amendment No 1., dated June 4, 2010, to the Asset Purchase Agreement dated May 10, 2010, by and among UNFI Canada, Inc., a subsidiary of the Registrant, with SunOpta Inc. and its wholly owned subsidiary, Drive Organics Corp.
3.1(11)	Amended and Restated Certificate of Incorporation of the Registrant.
3.2(11)	Certificate of Amendment of the Amended and Restated Certificate of Incorporation of the Registrant.
3.3(14)	Certificate of Amendment of the Amended and Restated Certificate of Incorporation of the Registrant.
3.4(18)	Amended and Restated Bylaws of the Registrant, as amended on September 13, 2007.
4.1(26)	Specimen Certificate for shares of Common Stock, $0.01 par value, of the Registrant.
10.1(1)**	1996 Employee Stock Ownership Plan, effective November 1, 1988.
10.2(9)**	Amended and Restated Employee Stock Ownership Plan.
10.3(1)	Employee Stock Ownership Trust Loan Agreement among Norman Cloutier, Steven Townsend, Daniel Atwood, Theodore Cloutier and the Employee Stock Ownership Plan and Trust, dated November 1, 1988.
10.4(1)	Stock Pledge Agreement between the Employee Stock Ownership Trust and Steven Townsend, Trustee for Norman Cloutier, Steven Townsend, Daniel Atwood and Theodore Cloutier, dated November 1, 1988.
10.5(1)	Trust Agreement among Norman Cloutier, Steven Townsend, Daniel Atwood, Theodore Cloutier and Steven Townsend as Trustee, dated November 1, 1988.
10.6(1)	Guaranty Agreement between the Registrant and Steven Townsend as Trustee for Norman Cloutier, Steven Townsend, Daniel Atwood and Theodore Cloutier, dated November 1, 1988.
10.7(2)**	Amended and Restated 1996 Stock Option Plan.
10.8(2)**	Amendment No. 1 to Amended and Restated 1996 Stock Option Plan.
10.9(2)**	Amendment No. 2 to Amended and Restated 1996 Stock Option Plan.
10.10(3)**	2002 Stock Incentive Plan.
10.11(4)	Amended and Restated Loan and Security Agreement, dated April 30, 2004, with Bank of America Business Capital (formerly Fleet Capital Corporation).
10.12(5)	Term Loan Agreement with Fleet Capital Corporation dated April 30, 2003.
10.13(6)	Second Amendment to Term Loan Agreement with Fleet Capital Corporation, dated December 18, 2003.
10.14(7)	Real Estate Term Notes between the Registrant and City National Bank, dated April 28, 2000.
10.15(8)	Lease between AmberJack, Ltd. and the Registrant, dated July 11, 1997.

Exhibit No.	Description
10.16(9)	First Amendment to Term Loan Agreement with Fleet Capital Corporation, dated August 26, 2003.
10.17(10)**	2004 Equity Incentive Plan.
10.18(11)	First Amendment to Amended and Restated Loan and Security Agreement, dated December 30, 2004.
10.19(12)**	Form of Restricted Stock Agreement pursuant to United Natural Foods, Inc. 2004 Equity Incentive Plan.
10.20(13)	Fifth Amendment to Term Loan Agreement with Fleet Capital Corporation, dated July 28, 2005.
10.21(15)	Second Amendment to Amended and Restated Loan and Security Agreement dated January 31, 2006.
10.22(16)+	Distribution Agreement between the Registrant and Whole Foods Market Distribution, Inc., effective September 26, 2006.
10.23(17)	Lease between the Registrant and Meridian-Hudson McIntosh, LLC, dated March 16, 2007.
10.24(18)	Third Amendment to Term Loan Agreement with Fleet Capital Corporation, dated April 30, 2004.
10.25(19)	Fourth Amendment to Term Loan Agreement with Fleet Capital Corporation dated June 15, 2005.
10.26(20)	Merger Agreement, dated October 5, 2007, by and among the Registrant, UNFI Merger Sub, Inc., Distribution Holdings, Inc. and Millbrook Distribution Services Inc. (Pursuant to Item 601(b)(2) of Regulation S-K, the schedules and exhibits have been omitted from this filing.)
10.27(21)	Lease between Cactus Commerce, LLC, and the Registrant, dated December 3, 2007.
10.28(21)	Third Amendment to Amended and Restated Loan and Security Agreement, dated November 2, 2007.
10.29(21)	Fourth Amendment to Amended and Restated Loan and Security Agreement, dated November 27, 2007.
10.30(21)	Sixth Amendment to Term Loan Agreement with Bank of America, N.A. as successor to Fleet Capital Corporation, dated November 2, 2007.
10.31(21)	Seventh Amendment to Term Loan Agreement with Bank of America, N.A. as successor to Fleet Capital Corporation, dated November 27, 2007.
10.32(21)**	Restricted Unit Agreement, dated as of December 6, 2007, between the Registrant and Daniel V. Atwood.
10.33(21)**	Restricted Unit Agreement, dated as of December 6, 2007, between the Registrant and Thomas A. Dziki.
10.34(21)**	Restricted Unit Agreement, dated as of December 6, 2007, between the Registrant and Michael Funk.
10.35(21)**	Restricted Unit Agreement, dated as of December 6, 2007, between the Registrant and Carl Koch.
10.36(21)**	Restricted Unit Agreement, dated as of December 6, 2007, between the Registrant and Mark Shamber.

Exhibit No.	Description
10.37(21)**	Restricted Unit Agreement, dated as of December 6, 2007, between the Registrant and Gordon Barker.
10.38(21)**	Restricted Unit Agreement, dated as of December 6, 2007, between the Registrant and Joseph Cianciolo.
10.39(21)**	Restricted Unit Agreement, dated as of December 6, 2007, between the Registrant and Gail Graham.
10.40(21)**	Restricted Unit Agreement, dated as of December 6, 2007, between the Registrant and James Heffernan.
10.41(21)**	Restricted Unit Agreement, dated as of December 6, 2007, between the Registrant and Peter Roy.
10.42(21)**	Restricted Unit Agreement, dated as of December 6, 2007, between the Registrant and Thomas Simone.
10.43(21)**	Restricted Unit Agreement, dated as of December 6, 2007, between the Registrant and Michael Beaudry.
10.44(21)**	Severance Agreement by and between the Registrant and Robert Sigel, effective December 5, 2007.
10.45(22)	Fifth Amendment to Amended and Restated Loan and Security Agreement as of June 4, 2008.
10.46(22)	Eighth Amendment to Term Loan Agreement with Bank of America, N.A. as successor to Fleet Capital Corporation, dated June 4, 2008.
10.47(23)**	Offer Letter between Steven L. Spinner, President and CEO, and the Registrant, dated September 16, 2008.
10.48(23)**	Severance Agreement between Steven L. Spinner, President and CEO, and the Registrant, dated September 16, 2008. (Included within Exhibit 10.47)
10.49(23)**	Form of Performance Unit Agreement under the 2004 Equity Incentive Plan.
10.50(24)**	Performance Unit Agreement between Steven L. Spinner and the Registrant, effective November 5, 2008.
10.51(25)	Form Indemnification Agreement for Directors and Officers.
10.52(27)**	Amendment to the 2004 Equity Incentive Plan.
10.53(28)	Amendment to Offer Letter between Steven L. Spinner, President and CEO, and the Registrant, dated September 16, 2008 to include application of Incentive Compensation Recoupment Policy of UNFI.
10.54(28)	Lease between ProLogis, and the Registrant, dated September 30, 2009.
10.55(29)**	Employment Separation Agreement and Release between Daniel Atwood, Former Chief Innovation Officer, and the Registrant, dated January 20, 2010.
10.56(30)**	Employment Separation Agreement and Release between Michael Beaudry, Former Eastern Region President, and the Registrant, dated March 4, 2010.
10.57(31)	Lease between Valley Centre I, L.L.C. and the Registrant, dated August 3, 1998.
10.58(31)	Lease between Metropolitan Life Insurance Company and the Registrant, dated July 31, 2001.
10.59(31)	Lease between FR York Property Holding, LP, and the Registrant, dated March 14, 2008.

Exhibit No.	Description
10.60(31)	Lease between ALCO Cityside Federal LLC, and the Registrant, dated October 14, 2008.
10.61(31)	Amendment to Lease between Principal Life Insurance Company, and the Registrant, dated April 23, 2008.
10.62(31)	Amendment to Lease between ALCO Cityside Federal LLC, and the Registrant, dated May 12, 2009.
10.63*†	Sixth Amendment to Amended and Restated Loan and Security Agreement as of February 25, 2009.
10.64*†	Ninth Amendment to Term Loan Agreement with Bank of America, N.A. as successor to Fleet Capital Corporation, dated February 25, 2009.
10.65*+	Amendment to Distribution Agreement between the Registrant and Whole Foods Market Distribution, Inc., effective June 2, 2010.
10.66* **	Named Executive Officer and Director Compensation Summary.
10.67* **	Change in Control Agreement between the Registrant and each of Mark Shamber and Joseph J. Traficanti.
10.68* **	Change in Control Agreement between the Registrant and each of Thomas Dziki, Sean Griffin, Thomas Grillea, Kurt Luttecke, David Matthews and John Stern.
10.69(34)**	Severance Agreement between the Registrant and each of Michael Funk, Thomas Grillea, Kurt Luttecke, David Matthews, Mark Shamber, Joseph J. Traficanti and John Stern.
10.70* **	Form of Restricted Unit Award Agreement.
10.71* **	Form of Non-Statutory Stock Option Award Agreement.
12.1*	Computation of Ratio of Earnings to Fixed Charges.
21*	Subsidiaries of the Registrant.
23.1*	Consent of Independent Registered Public Accounting Firm.
31.1*	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002—CEO.
31.2*	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002—CFO.
32.1*	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002—CEO.
32.2*	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002—CFO.

* Filed herewith.

** Denotes a management contract or compensatory plan or arrangement.

\+ Certain confidential portions of this exhibit were omitted by means of redacting a portion of the text. This exhibit has been filed separately with the Securities and Exchange Commission accompanied by a confidential treatment request pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

Table of Contents

† Previously filed and being re-filed herewith solely for the purpose of including certain exhibits and schedules that have been updated on June 11, 2010 in connection with our acquisition of the SDG assets from SunOpta.

(1) Incorporated by reference to the Registrant's Registration Statement on Form S-1 (File No. 333-11349).

(2) Incorporated by reference to the Registrant's Definitive Proxy Statement for the year ended July 31, 2000.

(3) Incorporated by reference to the Registrant's Annual Report on Form 10-K for the year ended July 31, 2003.

(4) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q for the quarter ended April 30, 2004.

(5) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q for the quarter ended April 30, 2003.

(6) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q for the quarter ended January 31, 2004.

(7) Incorporated by reference to the Registrant's Annual Report on Form 10-K for the year ended July 31, 2000.

(8) Incorporated by reference to the Registrant's Annual Report on Form 10-K for the year ended July 31, 1997.

(9) Incorporated by reference to the Registrant's Annual Report on Form 10-K for the year ended July 31, 2004.

(10) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q for the quarter ended October 31, 2004.

(11) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q for the quarter ended January 31, 2005.

(12) Incorporated by reference to the Registrant's Registration Statement on Form S-8 POS (File No. 333-123462).

(13) Incorporated by reference to the Registrant's Annual Report on Form 10-K for the year ended July 31, 2005.

(14) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q for the quarter ended January 28, 2006.

(15) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q for the quarter ended April 29, 2006.

(16) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q for the quarter ended October 28, 2006.

(17) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q for the quarter ended April 28, 2007.

(18) Incorporated by reference to the Registrant's Current Report on Form 8-K, filed on September 19, 2007.

(19) Incorporated by reference to the Registrant's Annual Report on Form 10-K for the year ended July 28, 2007.

(20) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q for the quarter ended October 27, 2007.

Table of Contents

(21) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q for the quarter ended January 26, 2008.

(22) Incorporated by reference to the Registrant's Annual Report on Form 10-K for the year ended August 2, 2008.

(23) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q for the year ended November 1, 2008.

(24) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q for the quarter ended January 31, 2009.

(25) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q for the quarter ended May 2, 2009.

(26) Incorporated by reference to the Registrant's Annual Report on Form 10-K for the year ended August 1, 2009.

(27) Incorporated by reference to the Registrant's Definitive Proxy Statement on Form DEF 14A, Appendix B, filed on October 30, 2008.

(28) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q for the quarter ended October 31, 2009.

(29) Incorporated by reference to the Registrant's Current Report on Form 8-K, filed on January 29, 2010.

(30) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q for the quarter ended January 30, 2010.

(31) Incorporated by reference to the Registrant's Quarterly Report on Form 10-Q for the quarter ended May 1, 2010.

(32) Incorporated by reference to the Registrant's Current Report on Form 8-K, filed on May 11, 2010.

(33) Incorporated by reference to the Registrant's Current Report on Form 8-K, filed on June 10, 2010.

(34) Incorporated by reference to the Registrant's Current Report on Form 8-K, filed on April 7, 2008.

Exhibit 10.63

SIXTH AMENDMENT AGREEMENT

SIXTH AMENDMENT AGREEMENT (this "Agreement") dated as of February 25, 2009, by and among United Natural Foods, Inc., United Natural Foods West, Inc., United Natural Trading Co., Distribution Holdings, Inc., Springfield Development, LLC, and Millbrook Distribution Services Inc. (collectively, the "Borrowers"), Bank of America, N.A. ("Bank of America") and the other Lenders party thereto (collectively, the "Lenders"), and Bank of America, as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Borrowers, the Lenders, the Administrative Agent, and the Documentation Agent, Syndication Agent and Arranger identified therein are party to a certain Amended and Restated Loan and Security Agreement dated April 30, 2004, as amended by a First Amendment dated as of December 30, 2004, a Second Amendment dated as of January 31, 2006, a Third Amendment dated as of November 2, 2007, a Fourth Amendment dated as of November 27, 2007 and a Fifth Amendment dated as of May 28, 2008 (as amended, the "Loan Agreement"); and

WHEREAS, the Borrowers have requested that the Lenders amend certain provisions of the Loan Agreement; and

WHEREAS, the Lenders are willing to agree to the amendments set forth herein, all on the terms and conditions set forth herein.

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

§1. **Definitions**. Capitalized terms used herein without definition that are defined in the Loan Agreement shall have the meanings given to such terms in the Loan Agreement, as amended hereby.

§2. **Representations and Warranties; Acknowledgment.** The Borrowers hereby represent and warrant to the Lenders as follows:

(a) Each of the Borrowers has adequate power to execute and deliver this Agreement and each other document to which it is a party in connection herewith and to perform its obligations hereunder or thereunder. This Agreement and each other document executed in connection herewith have been duly executed and delivered by each of the Borrowers and do not contravene any law, rule or regulation applicable to any Borrower or any of the terms of any other indenture, agreement or undertaking to which any Borrower is a party. The obligations contained in this Agreement and each other document executed in connection herewith to which any of the Borrowers is a party, taken together with the obligations under the Loan Documents, constitute the legal, valid and binding obligations enforceable against any such Borrower in accordance with their respective terms.

(b) After giving effect to the transactions contemplated by this Agreement, all the representations and warranties made by the Borrowers in the Loan Documents are true and correct on the date hereof as if made on and as of the date hereof and are so repeated herein as if expressly set forth herein or therein, except to the extent that any of such representations and warranties expressly relate by their terms to a prior date.

(c) No Event of Default under and as defined in any of the Loan Documents has occurred and is continuing on the date hereof.

§3. Amendments to Loan Agreement. The Loan Agreement is hereby amended as follows:

3.1. Amendments to Appendix A.

The definitions of "Permitted Purchase Money Indebtedness", "Plan" and "Subordinated Debt" are hereby amended and restated in their entirety to read as follows:

"**Permitted Purchase Money Indebtedness** - any Purchase Money Indebtedness and Capitalized Lease Obligations of Borrowers or Guarantors incurred after the date hereof which is secured solely by a Purchase Money Lien."

"**Plan** - an employee benefit plan now or hereafter maintained for employees of Borrowers or their Subsidiaries that is covered by Title IV of ERISA."

"**Subordinated Debt** - Indebtedness of Borrowers or their Subsidiaries that is subordinated to the Obligations in a manner satisfactory to Agent."

Clause (i) of the definition of Restricted Investment is hereby amended and restated in its entirety to read as follows:

"**(i)** investments in Subsidiaries of UNF which are Borrowers or Guarantors;"

3.2. Amendments to Section 9.1.3

Section 9.1.3 of the Loan Agreement is hereby amended by deleting "and" from the end of clause (v), renumbering clause (vi) as clause (vii) and inserting a new clause (vi) to read as follows:

"(vi) contemporaneously with any Permitted Acquisition, a report supplementing, on a cumulative basis, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit H**, **Exhibit I** and **Exhibit V** containing a description of all changes in the information included in such Exhibits as may be necessary for such Exhibits to be accurate and complete, such report to be signed by the chief executive officer or chief financial officer of UNF and to be in a form reasonably satisfactory to the Agent; and"

3.3. Amendment to Section 9.1.7

Section 9.1.7 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**9.1.7 <u>Taxes and Liens</u>.** Pay and discharge, and cause each Subsidiary to pay and discharge, all taxes, assessments and government charges upon it, its income and Properties as and when such taxes, assessments and charges are due and payable, unless and to the extent only that such taxes, assessments and charges are being contested in good faith and by appropriate proceedings and Borrowers maintain, and cause each Subsidiary to maintain, reasonable reserves on their books therefor. Borrowers shall also pay and discharge, and shall cause each Subsidiary to pay and discharge, any lawful claims which, if unpaid, might become a Lien against any of the Borrowers' or their Subsidiaries' Properties except for Permitted Liens."

3.4. Amendment to Section 9.1.11

Section 9.1.11 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**9.1.11 <u>Compliance with Laws</u>.** Comply, and cause each Subsidiary to (i) comply, with all laws, ordinances, governmental rules and regulations to which it is subject, and (ii) obtain and keep in force any and all licenses, permits, franchises, or other governmental authorizations necessary to the ownership of its Properties or the conduct of its business, which violation or failure to obtain might materially and adversely affect the business, prospects, profits, properties, or condition (financial or otherwise) of the Borrowers and their Subsidiaries, taken as a whole."

3.5. Amendment to Section 9.1.12

Section 9.1.12 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**9.1.12 <u>ERISA Compliance</u>.** **(i)** At all times make, and cause each Subsidiary to make, prompt payment of contributions required to meet the minimum funding standard set forth in ERISA with respect to each Plan; and **(ii)** notify Agent as soon as practicable of any Reportable Event and of any additional act or condition arising in connection with any Plan which the Borrowers believe might constitute grounds for the termination thereof by the Pension Benefit Guaranty Corporation or for the appointment by the appropriate United States District Court of a Trustee to administer any Plan."

3.6. Amendment to Section 9.2.2

Section 9.2.2 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**9.2.2 Loans.** Make, or permit any Subsidiary of Borrowers to make, any loans or other advances of money (other than for salary, travel advances, advances against commissions and other similar advances in the ordinary course of business) to any Person; provided, however, that Borrowers and Guarantors may (i) memorialize existing accounts receivable as instruments (provided such accounts receivable shall not be Eligible Accounts), (ii) make loans to customers in the normal course of business and on appropriate commercial terms and security to assist customers in opening stores and (iii) accept promissory notes for loans to their customers in the normal course of business and on appropriate commercial terms and security, in each case, to the extent not prohibited by the terms of this Agreement and Borrowers may make loans or other advances of money between and among the Borrowers and the Guarantors in the ordinary course of business."

3.7. Amendment to Section 9.2.3

Section 9.2.3(vii) of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"(vii) Unsecured Indebtedness incurred among the Borrowers and the Guarantors;"

3.8. Amendments to Section 9.2.5

Clauses (iii), (vii), (viii) and (x) of Section 9.2.5 of the Loan Agreement are hereby amended and restated in their entirety to read as follows:

"(iii) Liens arising in the ordinary course of Borrowers' or Guarantors' business by operation of law or regulation, but only if payment in respect of any such Lien is not at the time required and such Liens do not, in the aggregate, materially detract from the value of the Property of Borrowers and their Subsidiaries or materially impair the use thereof in the operation of Borrowers' and their Subsidiaries' business;"

"(vii) attachment, judgment, and other similar non-tax liens arising in connection with court proceedings, but only if and for so long as the execution or other enforcement of such liens is and continues to be effectively stayed and bonded on appeal, the validity and amount of the claims secured thereby are being actively contested in good faith and by appropriate lawful proceedings and such liens do not, in the aggregate, materially detract from the value of the Property of the Borrowers or their Subsidiaries or materially impair the use thereof in the operation of the Borrowers' and their Subsidiaries' business;"

"(viii) reservations, exceptions, easements, rights of way, and other similar encumbrances affecting real property, provided that, in Agent's sole judgment, they do not in the aggregate materially detract from the value of said Properties or materially interfere with their use in the ordinary conduct of the Borrowers' and their Subsidiaries' business;"

"(x) Liens on assets of the Borrowers or the Guarantors that do not constitute Collateral hereunder; and"

3.9. Amendment to Section 9.2.6

Section 9.2.6 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**9.2.6 <u>Subordinated Debt</u>.** Issue or enter into, or permit any Subsidiary to issue or enter into, any agreement to issue Subordinated Debt except upon terms and provisions relating to the maturity and repayment thereof and terms relating to the subordination of payment thereof to the Obligations, in each case reasonably acceptable to the Agent."

3.10. Amendment to Section 9.2.11

Section 9.2.11 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**9.2.11 <u>Bill and Hold Sales, Etc.</u>** Make, or permit any Subsidiary to make, a sale to any customer on a bill and hold, guaranteed sale, sale and return, sale on approval or consignment basis, or any sale on a repurchase or return basis."

3.11. Amendment to Section 9.2.14

Section 9.2.14 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**9.2.14 <u>Tax Consolidation</u>.** File or consent to the filing of, or permit any Subsidiary to file or consent to the filing of, any consolidated income tax return with any Person other than a Subsidiary of Borrowers."

3.12. Amendment to Section 9.2.15

Section 9.2.15 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**9.2.15 <u>Business Locations</u>.** Transfer, or permit any Subsidiary to transfer, its principal place of business or chief executive office, or open, or permit any Subsidiary to open, any new business location or maintain, or permit any Subsidiary to maintain, warehouses other than as set forth on **Exhibit C** hereto, except upon at least thirty (30) days prior written notice to Agent."

3.13. Amendment to Section 9.2.16

Section 9.2.16 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**9.2.16 __Guaranties__.** Except as set forth in **Exhibit G** hereto, guaranty, assume, endorse or otherwise, in any way, become directly or contingently liable with respect to, or permit any Subsidiary to guaranty, assume, endorse or otherwise, in any way, become directly or contingently liable with respect to, the Indebtedness of any Person except by endorsement of instruments or items of payment for deposit or collection, provided, however, that the Borrowers may (a) enter into guaranties in the ordinary course of business of indebtedness and obligations incurred by Borrowers and their Subsidiaries, (b) make payments (but not prepayments) of principal and interest when due under the terms of the ESOP Notes to the extent that no Default or Event of Default shall have occurred and be continuing at the time of or after giving effect to any such payment, (c) guaranty on an unsecured basis the obligations of Subsidiaries established to make acquisitions or investments permitted under **Subsection 9.2.1** hereof, and (d) enter into guaranties and environmental indemnity agreements pursuant to the Term Loan Agreement with respect to the Term Loan and the mortgages securing such Term Loan."

3.14. Amendment to Section 9.2.18.

Section 9.2.18 of the Term Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**9.2.18. __Subsidiaries__**. Hereafter create any Subsidiary, or permit any Subsidiary to create any other Subsidiary, except as provided in **Subsection 9.2.1** hereof."

3.15. Amendment to Section 9.2.19

Section 9.2.19 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**9.2.19 __Change of Business__**. Enter into, or permit any Subsidiary to enter into, any new business or make, or permit any Subsidiary to make, any material change in any of Borrowers' or their Subsidiaries' business objectives, purposes and operations."

3.16. Amendment to Section 9.2.20

Section 9.2.20 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**9.2.20 __Names of Borrowers and Subsidiaries__.** Use, or permit any Subsidiary to use, any corporate or limited liability company name (other than its own) or any fictitious name, trade style or "d/b/a" except for the names disclosed on **Exhibit F** attached hereto."

3.17. Amendment to Section 9.2.21

Section 9.2.21 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**9.2.21 Use of Agent's or any Lender's Name.** Without prior written consent of Agent or such Lender, use, or permit any Subsidiary to use, the name of Agent or any Lender or the name of any Affiliates of Agent or any Lender in connection with any of the Borrowers' or their Subsidiaries' business or activities, except in connection with internal business matters, as required in dealings with governmental agencies and financial institutions and to trade creditors of the Borrowers or their Subsidiaries solely for credit reference purposes."

3.18. Amendment to Section 9.2.22

Section 9.2.22 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**9.2.22 Margin Securities.** Own, purchase or acquire (or enter into any contracts to purchase or acquire), or permit any Subsidiary to own, purchase or acquire (or enter into any contracts to purchase or acquire), any "margin security" as defined by any regulation of the Federal Reserve Board as now in effect or as the same may hereafter be in effect unless, prior to any such purchase or acquisition or entering into any such contract, Agent shall have received an opinion of counsel satisfactory to Agent that the effect of such purchase or acquisition will not cause this Agreement to violate regulations (T), (U) or (X) or any other Regulations of the Federal Reserve Board then in effect."

3.19. New Section 9.2.23

A new Section 9.2.23 is hereby inserted immediately after Section 9.2.22 of the Loan Agreement to read as follows:

"**9.2.23 Fiscal Year**. Change the fiscal year of Borrowers or any of Borrowers' Subsidiaries, or permit any Subsidiary to change its fiscal year or the fiscal year of any other Subsidiary of Borrowers."

3.20. Amended Exhibits.

Exhibits C, D, E, F, G, H, I and V to the Loan Agreement are hereby amended and restated as set forth on Exhibits C, D, E, F, G, H, I and V, respectively, attached to this Agreement.

§4. Ratification, etc. All of the obligations and liabilities to the Lenders and the Administrative Agent as evidenced by or otherwise arising under the Loan Agreement, the Notes and the other Loan Documents, are, by the Borrowers' execution of this Agreement, ratified and confirmed in all respects. In addition, by each Borrower's execution of this Agreement, such Borrower represents and warrants that neither it nor any of its Subsidiaries has any counterclaim, right of set-off or defense of any kind with respect to such obligations and liabilities. This Agreement and the Loan Agreement shall hereafter be read and construed together as a single document, and all references in the Loan Agreement or any related agreement or instrument to the Loan Agreement shall hereafter refer to the Loan Agreement as amended by this Agreement.

§5. Conditions to Effectiveness. The effectiveness of the amendments set forth in Section 3 of this Agreement are subject to the prior satisfaction of the following conditions precedent (the date of such satisfaction herein referred to as the "Sixth Amendment Effective Date"):

(a) Representations and Warranties. The representations and warranties of the Borrowers contained herein shall be true and correct.

(b) No Event of Default. There shall exist no Event of Default or event or circumstance which, with the giving of notice and/or the lapse of time would result in an Event of Default.

(c) Corporate or Limited Liability Company Action. The Administrative Agent shall have received evidence reasonably satisfactory to the Administrative Agent that all requisite corporate or limited liability company, as applicable, action necessary for the valid execution, delivery and performance by the Borrowers of this Agreement and all other instruments and documents delivered by the Borrowers in connection herewith has been taken.

(d) Delivery of this Agreement. The Borrowers, the Administrative Agent and the Lenders shall have executed and delivered this Agreement and each Guarantor shall have acknowledged its acceptance of or agreement to this Agreement and its ratification of the continuing effectiveness of its Guaranty.

(e) Guarantor Reaffirmation; Guaranties and Security. Each of the existing Guarantors shall have reaffirmed their respective obligations under their respective Guaranty Agreements pursuant to reaffirmation agreements each in form and substance satisfactory to the Administrative Agent. Each of Fantastic Foods, Inc. and Mt. Vikos, Inc. shall have executed a Guaranty Agreement in respect of the Obligations and shall have granted to the Administrative Agent, for the benefit of the Administrative Agent and Lenders, a security interest in certain of its assets, in each case in form and substance satisfactory to the Administrative Agent.

(f) Payment of Expenses. The Borrowers shall have paid to the Administrative Agent all amounts payable to the Administrative Agent under Section 6 hereof.

(g) Amendment of Term Loan Agreement. The Term Loan Agreement shall have been amended by an amendment in form and substance satisfactory to the Lenders.

(h) Amendment Fees. The Borrowers shall have paid to the Administrative Agent, for the Pro Rata account of each Lender that executes this Agreement on the date hereof, an amendment fee of 0.125% of the aggregate principal amount of the Revolving Credit Loans. The Borrowers also shall have paid to the Administrative Agent, for its own account, a fee in the amount specified in that certain letter agreement, dated as of February 25, 2009, among the Administrative Agent and the Borrowers.

§6. Expenses, Etc. Without limitation of the amounts payable by the Borrowers under the Loan Agreement and other Loan Documents, the Borrowers shall pay to the Administrative Agent and its counsel upon demand an amount equal to any and all out-of-pocket costs or expenses (including reasonable legal fees and disbursements and appraisal expenses) incurred by the Administrative Agent in connection with the preparation, negotiation and execution of this Agreement and the matters related thereto.

§7. Time is of the Essence; No Waivers by Lenders. TIME IS OF THE ESSENCE WITH RESPECT TO ALL COVENANTS, CONDITIONS, AGREEMENTS OR OTHER PROVISIONS HEREIN. Except as otherwise expressly provided for herein, nothing in this Agreement shall extend to or affect in any way the Borrowers' obligations or the Lenders' and Administrative Agent's rights and remedies arising under the Loan Agreement or the other Loan Documents.

§8. Governing Law. This Agreement shall for all purposes be construed according to and governed by the laws of the State of Connecticut (excluding the laws thereof applicable to conflicts of law and choice of law).

§9. Effective Date. The amendments set forth in Section 3 hereof shall become effective among the parties hereto as of the Sixth Amendment Effective Date. Until the Sixth Amendment Effective Date, the terms of the Loan Agreement prior to its amendment hereby shall remain in full force and effect. This Agreement is effective as to all provisions other than the amendments set forth in Section 3 hereof at the time that the Borrowers, the Administrative Agent and the Lenders have executed and delivered this Agreement.

§10. Entire Agreement; Counterparts. This Agreement sets forth the entire understanding and agreement of the parties with respect to the matters set forth herein, including the amendments set forth herein, and this Agreement supersedes any prior or contemporaneous understanding or agreement of the parties as to any such amendment of the provisions of the Loan Agreement or any Loan Document, except for any such contemporaneous agreement that has been set forth in writing and executed by the Borrowers, the Administrative Agent and the Required Lenders. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which counterparts taken together shall be deemed to constitute one and the same instrument. A facsimile or other electronic transmission of an executed counterpart shall have the same effect as the original executed counterpart.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, as of the day and year first above written.

BORROWERS:

UNITED NATURAL FOODS, INC.

By: /s/ Mark E. Shamber
Name: Mark E. Shamber
Title: Treasurer

UNITED NATURAL FOODS WEST, INC.

By: /s/ Mark E. Shamber
Name: Mark E. Shamber
Title: Treasurer

UNITED NATURAL TRADING CO.

By: /s/ Mark E. Shamber
Name: Mark E. Shamber
Title: Treasurer

DISTRIBUTION HOLDINGS, INC.

By: /s/ Mark E. Shamber
Name: Mark E. Shamber
Title: Treasurer

SPRINGFIELD DEVELOPMENT, LLC

By: /s/ Mark E. Shamber
Name: Mark E. Shamber
Title: Treasurer

MILLBROOK DISTRIBUTION SERVICES INC.

By: /s/ Mark E. Shamber
Name: Mark E. Shamber
Title: Treasurer

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,

By: /s/ Edgar Ezerins
Name: Edgar Ezerins
Title: Senior Vice President

LENDERS:

BANK OF AMERICA, N.A.,

By: /s/ Edgar Ezerins
Name: Edgar Ezerins
Title: Senior Vice President

U.S. BANK NATIONAL ASSOCIATION, individually and as Co-Syndication Agent

By: /s/ Thomas Martin
Name: Thomas Martin
Title: Senior Vice President

PNC BANK, NATIONAL ASSOCIATION

By: /s/ Alberto Casasus, Jr.
Name: Alberto Casasus, Jr.
Title: Vice President

FIRST PIONEER FARM CREDIT, ACA

By: /s/ Thomas Cosgrove, Jr.
Name: Thomas Cosgrove, Jr.
Title: Vice President

WEBSTER BANK, NATIONAL ASSOCIATION (f/k/a Webster Bank)

By: /s/ Stephanie Webster
Name: Stephanie Webster
Title: Vice President

ISRAEL DISCOUNT BANK OF NEW YORK

By: /s/ Michael M. Diamond
Name: Michael M. Diamond
Title: Vice President

By: /s/ George J. Ahlmeyer
Name: George J. Ahlmeyer
Title: Senior Vice President

ROYAL BANK OF CANADA, individually and as Co-Documentation Agent

By: /s/ Gordon MacArthur
Name: Gordon MacArthur
Title: Authorized Signatory

COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH

By: /s/ Theodore W. Cox
Name: Theodore W. Cox
Title: Executive Director

By: /s/ Rebecca Morrow
Name: Rebecca Morrow
Title: Executive Director

JPMORGAN CHASE BANK, N.A.

By: /s/ Scott Troy
Name: Scott Troy
Title: Vice President

CREDIT SUISSE, CAYMAN ISLANDS BRANCH

By: /s/ Doreen Barr
Name: Doreen Barr
Title: Vice President

By: /s/ Shaheen Malik
Name: Shaheen Malik
Title: Vice President

Each of the undersigned Guarantors acknowledges and agrees to the foregoing, and ratifies and confirms in all respects such Guarantor's obligations under the Guaranty Agreements:

NATURAL RETAIL GROUP, INC.

By: /s/ Mark E. Shamber
Name: Mark E. Shamber
Title: Treasurer

ALBERT'S ORGANICS, INC.

By: /s/ Mark E. Shamber
Name: Mark E. Shamber
Title: Treasurer

FANTASTIC FOODS, INC.

By: /s/ Mark E. Shamber
Name: Mark E. Shamber
Title: Treasurer

MT. VIKOS, INC.

By: /s/ Mark E. Shamber
Name: Mark E. Shamber
Title: Treasurer

AMENDED AND RESTATED EXHIBIT C

Chief Executive Offices and Registered Agents

Chief Executive Offices:

Borrowers:

United Natural Foods, Inc.	313 Iron Horse Way Providence, RI 02908[1]
United Natural Foods West, Inc.	1101 Sunset Boulevard Rocklin, CA 95765
United Natural Trading Co.	96 Executive Drive Edison, NJ 08817
Distribution Holdings, Inc.	313 Iron Horse Way Providence, RI 02908[1]
Springfield Development, LLC	313 Iron Horse Way

	Providence, RI 02908[1]
Millbrook Distribution Services Inc.	88 Huntoon Memorial Hwy Leicester, MA 01524

Subsidiaries:

Natural Retail Group, Inc.	Seabreeze Shopping Plaza 30555 US Hwy 19N Palm Harbor, FL
Albert's Organics, Inc.	200 Eagle Court Bridgeport, NJ 08014
Fantastic Foods, Inc.	313 Iron Horse Way Providence, RI 02908[1]
Mt. Vikos, Inc.	1291 Ocean Street Marshfield, MA 02050
United Natural Transportation Co.	313 Iron Horse Way Providence, RI 02908[1]
UNFI Canada, Inc.	8755 Keele Street Concord, Ontario L4K 2N1

[1] Changed its chief executive office from 260 Lake Road, Dayville, CT 06241 in September, 2009

Registered Agents:

Borrowers:

United Natural Foods, Inc.:	The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 19801 302-658-7581
	C T Corporation System 1200 South Pine Island Road Plantation, FL 33324 Phone: 954-473-5503
	C T Corporation System One Corporate Center Floor 11 Hartford, CT 06103-3220 Phone: 860-724-9044
	C T Corporation System 400 Cornerstone Drive Suite 240 Williston, VT 05495 Phone: 802-878-1500
	C T Corporation System (Atlanta) 1201 Peachtree Street, NE Atlanta, GA 30361 Phone: 404-888-6488
	The Corporation Company 1675 Broadway Suite 1200 Denver, CO 80202 Phone: 303-629-2500
	C T Corporation System 116 Pine Street Suite 320 Harrisburg, PA 17101 Phone: 717-234-6004
	C T Corporation System Inc. 100 South 5th Street Suite 1075 Minneapolis, MN 55402 Phone: 612-333-4315
	C T Corporation System 500 East Court Avenue Suite 500 Des Moines, IA 50309 Phone: 515-245-4469

C T Corporation System
314 East Thayer Avenue
P.O. Box 400
Bismarck, ND 58501
Phone: 701-223-2890

C T Corporation System
818 West Seventh Street
2nd Floor
Los Angeles, CA 90017
Phone: 213-627-8252

C T Corporation System
5400 D Big Tyler Road
Charleston, WV 25313
Phone: 304-776-1152

C T Corporation System
2 Office Park Court
Suite 103
Columbia, SC 29223
Phone: 803-699-6130

C T Corporation System
306 West Main Street
Suite 512
Frankfort, KY 40601
Phone: 502-875-6424

C T Corporation System
155 Federal Street
Suite 700
Boston, MA 02110
Phone: 617-757-6400

C T Corporation System
9 Capitol Street
Concord, NH 03301
Phone: 603-224-2341

The Corporation Trust Company
820 Bear Tavern Road
West Trenton, NJ 08628
Phone: 609-538-1818

C T Corporation System
111 Eighth Avenue
13th Floor
New York, NY 10011
Phone: 212-894-8800

C T Corporation System
251 East Ohio Street
Suite 1100
Indianapolis, IN 46204
Phone: 317-396-9747

United Natural Foods West, Inc.:	C T Corporation System 818 West Seventh Street 2nd Floor Los Angeles, CA 90017 Phone: 213-627-8252
	The Corporation Company 1675 Broadway Suite 1200 Denver, CO 80202 Phone: 303-629-2500
	C T Corporation System 123 East Marcy Santa Fe, NM 87501 Phone: 505-983-9122
	C T Corporation System 2394 E Camelback Road Phoenix, AZ 85016
	C T Corporation System 388 State Street Suite 420 Salem, OR 97301 Phone: 503-566-6883
	C T Corporation System 1801 West Bay Drive, NW Suite 206 Olympia, WA 98502 Phone: 360-357-6794
	C T Corporation System 1111 West Jefferson Suite 530 Boise, ID 83702 Phone: 208-344-8535
	The Corporation Company, Inc. 900 Fort Street Mall Suite 1800 Honolulu, HI 96813 Phone: 808-524-8000
	C T Corporation System 9360 Glacier Highway Suite 202 Juneau, AK 99801 Phone: 907-586-3340

United Natural Trading Co.:	The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 19801 Phone: 302-777-0247 C T Corporation System 818 West Seventh Street 2nd Floor Los Angeles, CA 90017 Phone: 213-627-8252 The Corporation Trust Company 820 Bear Tavern Road West Trenton, NJ 08628 Phone: 609-538-1818
Distribution Holdings, Inc.	The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 19801 Phone: 302-777-0247
Springfield Development, LLC	The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 19801 Phone: 302-777-0247
Millbrook Distribution Services Inc.	The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 19801 Phone: 302-777-0247 C T Corporation System 155 Federal Street Suite 700 Boston, MA 02110 Phone: 617-757-6400 C T Corporation System 1200 South Pine Island Road Plantation, FL 33324 Phone: 954-473-5503 C T Corporation System One Corporate Center Floor 11 Hartford, CT 06103-3220 Phone: 860-724-9044

C T Corporation System
155 South Main Street
Suite 301
Providence, RI 02903
Phone: 401-861-7400

C T Corporation System
2394 E Camelback Road
Phoenix, AZ 85016

The Corporation Company
124 West Capitol Avenue
Suite 1900
Little Rock, AR 72201-3736
Phone: 501-244-9034

Peter B. Webster (Domestic Corp)
One Portland Square
Portland,ME 04101
Phone: 207-774-4000

C T Corporation System
9 Capitol Street
Concord, NH 03301
Phone: 603-224-2341

C T Corporation System
400 Cornerstone Drive
Suite 240
Williston, VT 05495
Phone: 802-878-1500

The Corporation Company
1675 Broadway
Suite 1200
Denver, CO 80202
Phone: 303-629-250

C T Corporation System
818 West Seventh Street
2nd Floor
Los Angeles, CA 90017
Phone: 213-627-8252

Subsidiaries:

Natural Retail Group, Inc.:

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801
Phone: 302-777-0247

C T Corporation System
1200 South Pine Island Road
Plantation, FL 33324
Phone: 954-473-5503

C T Corporation System
155 Federal Street
Suite 700
Boston, MA 02110
Phone: 617-757-6400

The Corporation Trust Incorporated
351 West Camden Street
Baltimore, MD 21201
Phone: 410-539-2837

Albert's Organics, Inc.:	Kathryn Courtney 3268 E Vernon Avenue Vernon, CA 90058

C T Corporation System
1200 South Pine Island Road
Plantation, FL 33324
Phone: 954-473-5503

The Corporation Company
1675 Broadway
Suite 1200
Denver, CO 80202
Phone: 303-629-2500

C T Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101
Phone: 717-234-6004

C T Corporation System Inc.
100 South 5th Street
Suite 1075
Minneapolis, MN 55402
Phone: 612-333-4315

C T Corporation System
150 Fayetteville Street
Box 1011
Raleigh, NC 27601
Phone: 919-821-7139

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801
Phone: 302-777-0247

	The Corporation Trust Company 820 Bear Tavern Road West Trenton, NJ 08628 Phone: 609-538-1818
Mt. Vikos, Inc.:	The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 19801 Phone: 302-777-0247 C T Corporation System 155 Federal Street Suite 700 Boston, MA 02110 Phone: 617-757-6400
Fantastic Foods, Inc.:	C T Corporation System 818 West Seventh Street 2nd Floor Los Angeles, CA 90017 Phone: 213-627-8252
United Natural Transportation, Inc.:	The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 19801 Phone: 302-777-0247
UNFI Canada, Inc.:	UNFI Canada, Inc. 100 King Street West, Suite 6600 1 First Canadian Place Toronto, Ontario M5X 1B8 Crease Harman LLP #800-1070 Douglas Street Victoria, British Columbia V8W 2S8 Osler, Hoskin & Harcourt LLP 1000 De Le Gauchetiere Street West, Suite 2100 Montreal, Quebec H3B 4W5

EXHIBIT C
BORROWERS AND SUSIDIARIES
BUSINESS LOCATIONS

Owned/ Leased	Entity	Use	Address	City	State/ Province	Zip	Sq. Ft.	Inventory in Excess of $100,000
OWNED								
O	Albert's Organics	Office/ Warehouse	200 Eagle Court	Bridgeport	NJ	08014	35,700	Yes
O	Albert's Organics	Warehouse	3268 E. Vernon Avenue	Vernon	CA	90058	34,500	Yes

O	UNFI SDS	Office/ Warehouse	401 Highway 43 East	Harrison	AR	72601	1,200,000	Yes
O	UNFI-East	Warehouse	100 Lake View Court	Atlanta	GA	30336	327,500	Yes
O	UNFI-East	Office/ Warehouse	71 Stow Drive	Chesterfield	NH	03443	319,000	Yes
O	UNFI-East	Office/ Warehouse	260 Lake Road	Dayville	CT	06241	352,900	Yes
O	UNFI-East	Office/ Warehouse	300 Lake Road	Dayville	CT	06241	90,200	No
O	UNFI-East	Warehouse	655 Commerce Parkway	Greenwood	IN	46143	311,100	Yes
O	UNFI-East	Warehouse	2340 Heinz Road	Iowa City	IA	52240	274,800	Yes
O	UNFI-East	Warehouse	100 Lincoln Street	New Oxford	PA	17350	271,200	No
O	UNFI-West	Warehouse	12745 Earhart Avenue **	Auburn	CA	95602	150,000	No
O	UNFI-West	Warehouse	7909 S. Union Parkway	Ridgefield	WA	98642	239,000	Yes
O	UNFI-West	Office/ Warehouse	1101 Sunset Blvd	Rocklin	CA	95765	487,000	Yes
O	UNFI, Canada	Warehouse	35 Rue Du Parc C.P. 209	Scotstown	QC	J0B 3B0	25,000	Yes
LEASED								
L	Albert's Organics	Warehouse	5222 Quincy Street	Mounds View	MN	55112	39,900	Yes
L	Albert's Organics	Office	2450 17th Ave Suite 250	Santa Cruz	CA	95062	3,935	No
L	Albert's Organics	Warehouse	11922 General Dr	Charlotte	NC	28273	43,290	Yes

EXHIBIT C
BORROWERS AND SUSIDIARIES
BUSINESS LOCATIONS

Owned/ Leased	Entity	Use	Address	City	State/ Province	Zip	Sq. Ft.	Inventory in Excess of $100,000
L	Woodstock Farms Mfg	Office/ Warehouse	96 Executive Drive	Edison	NJ	08817	110,000	Yes
L	UNFI SDS	MTM Storage	6751 Macon Road	Columbus	GA	31907	750	No
L	UNFI SDS	MTM Storage	2420 E. Stop 11 Road	Indianapolis	IN	46227	200	No
L	UNFI SDS	MTM Storage	6915 S. 120th Street	La Vista	NE	68128	400	No
L	UNFI SDS	Office/ Warehouse	88 Huntoon Memorial Highway	Leicester	MA	01524	188,000	Yes
L	UNFI SDS	Warehouse	82 Huntoon Memorial Highway	Leicester	MA	01524	35,640	Yes
L	UNFI SDS	MTM Storage	6812 Fountain Ave., E-17	Orlando	FL	32807	200	No
L	UNFI SDS	MTM Storage	5837 South Garnett	Tulsa	OK	74146	1,650	No
L	UNFI SDS	MTM Storage	19501 Arch St	Little Rock	AR	72206	200	No
L	Mt. Vikos	Office	1291 Ocean Street	Marshfield	MA	02050	1,500	No
L	NRG	Retail Store	700 Reistertown	Baltimore	MD	21215	4,000	Yes
L	NRG	Retail Store	1600 Route 28	Centerville	MA	02632	3,000	Yes
L	NRG	Retail Store	108 Marlboro Ave	Easton	MD	21601	3,500	Yes
L	NRG	Retail Store	521 NW 13 Blvd	Gainesville	FL	32601	4,600	Yes
L	NRG	Retail Store	1237 NW 76th Blvd	Gainesville	FL	32606	4,750	Yes
L	NRG	Retail Store	850 Neopolitan Way	Naples	FL	34103	4,800	Yes
L	NRG	Retail Store	1917 E Silver Springs Blvd	Ocala	FL	34470	5,000	Yes
L	NRG	Retail Store	30555 US Highway 19N	Palm Harbor	FL	34684	12,270	Yes
L	NRG	Retail Store	1900-2000 Tamiami Trail	Port Charlotte	FL	33948	9,600	Yes
L	NRG	Retail Store	1930 Stickney Point Rd	Sarasota	FL	34231	4,700	Yes
L	NRG	Retail Store	1279 Beneva Rd S.	Sarasota	FL	34232	8,260	Yes
L	NRG	Retail Store	6651 Central Ave.	St. Petersburg	FL	33710	4,750	Yes
L	UNFI-Select Nutrition	Warehouse	2722 Commerce Way	Philadelphia	PA	19154	100,000	Yes
L	UNFI-Select Nutrition	Office	60 Charles Lindbergh Blvd	Uniondale	NY	11553	7,184	No
L	Tumaro's	Office/ Warehouse	5300 Santa Monica Blvd.	Los Angeles	CA	90029	5,875	Yes
L	UNFI	Office	555 Valley Street	Providence	RI	02908	50,000	No
L	UNFI	Office	1802 Bayberry Court, Suite 301	Richmond	VA	23226	1,000	No
L	UNFI, Canada	Warehouse	4535 Still Creek Ave	Burnaby	BC	V5C 5W1	41,000	Yes
L	UNFI, Canada	Warehouse	12757 Vulcan Way, Ste. 153, Bld "D"	Richmond	BC	V6V 3C8	100,000	Yes
L	UNFI, Canada	Warehouse	1035, 1037, 1045 Commerial Dr	Vancouver	BC	V5L 3X1	7,500	Yes
L	UNFI, Canada	Warehouse	6600 Thimens St	St. Laurent	QC	H4S 1S5	31,000	Yes
L	UNFI, Canada	Office/ Warehouse	8755 Keele St	Concord	ON	L4K 2N1	135,000	Yes
L	UNFI-East	Office	25 Mr. Arthur Drive	Chesterfield	NH	03443	4,000	No

L	UNFI-East	Office	17 Stow Drive	West Chesterfield	NH	03466	15,200	No
L	UNFI-East	Office/ Warehouse	6100 MacIntosh Road	Sarasota	FL	34238	345,000	Yes
L	UNFI-East	Warehouse	225 Cross Farm Lane	York	PA	17406	675,000	Yes
L	UNFI-West	Warehouse	22 30th North East	Auburn	WA	98002	204,700	Yes
L	UNFI-West	Warehouse	15965 & 15755 E. 32nd Ave.	Aurora	CO	80011	243,208	Yes

EXHIBIT C
BORROWERS AND SUSIDIARIES
BUSINESS LOCATIONS

Owned/ Leased	Entity	Use	Address	City	State/ Province	Zip	Sq. Ft.	Inventory in Excess of $100,000
L	UNFI-West	Warehouse	13204 Philadelphia St.	Fontana	CA	92337	220,200	No
L	UNFI-West	Warehouse	12745 Earhart Avenue **	Auburn	CA	95602	150,000	No
L	UNFI-West	Warehouse	22150 Goldencrest Drive	Moreno Valley	CA	92553	613,000	Yes
L	UNFI-West	Warehouse	2100 Danieldale Road	Lancaster	TX	75134	353,810	No

** The building located on 12745 Earhart Avenue is owned by UNFI-West. However, the underlying land is leased.

Fantastic Foods, Inc. commonly has inventory in excess of $100,000 located at its manufacturer, Wixon, Inc., 1390 East Bulavar Avenue, St. Francis, Wisconsin 53235.

Fantastic Foods, Inc. commonly has inventory worth in excess of $100,000 stored at its warehousing and distribution vendor, Distribution 2000, Inc., 505 Crossroads Parkway, Bolingbrook, IL 60440

Mt. Vikos, Inc.commonly has inventory worth in excess of $100,000 stored at its warehouse, East Coast Warehousing & Dist. Cor., 1140 Polaris Street, Elizabeth, NJ 07201

UNFI Canada commonly has inventory valued at less than $100,000 located at its manufacturer Les Ruchers Promiel, 8862, Boul. Ste-Anne Château-Richer, Quebec, Canada G0A 1N0

AMENDED AND RESTATED EXHIBIT D
BORROWERS AND SUBSIDIARIES
FOREIGN JURISDICTIONS

Company	Foreign Qualifications
BORROWERS	
United Natural Foods, Inc.	FL-3/26/96 (Reinstated in FL 3/25/04); CT-4/9/96; GA-4/8/96; CO-7/24/95 (requalified in CO 5/2/03); PA-4/3/96; MN-10/18/02; IA-10/21/02; ND-10/24/02; CA-9/14/00; IN-6/2/03; VT - 12/2/05; KY-1/3/06; MA-12/30/05; NH-12/30/05; NJ-12/30/05; RI-11/17/08; WV-11/28/05; SC-12/30/05; NY-12/30/05
United Natural Foods West, Inc. (f/k/a Mountain People's Warehouse Incorporated)	NM-9/23/96; AZ-9/11/96; WA-9/17/96; OR-9/12/96; ID-9/12/96; HI-10/16/97; CO-11/15/05; AK-2/15/06
United Natural Trading Co. (d/b/a Woodstock Farms Manufacturing)	NJ-2/4/98; CA-2/4/98
Distribution Holdings, Inc.	N/A
Millbrook Distribution Services Inc. (d/b/a UNFI Specialty Distribution Services)	MA-8/27/99; FL-6/1/99; AR-6/2/99; RI-3/22/02; ME-12/1/08; NH-6/11/99; VT-6/9/99; CO-6/1/99
Springfield Development, LLC (f/k/a United Northeast LLC)	N/A
SUBSIDIARIES	
Natural Retail Group, Inc.	FL-4/11/95; MD-11/24/93; MA-6/19/94;

Albert's Organics, Inc.	PA-1/16/90; NC-10/18/95; NJ-10/16/95; FL-10/13/95; DE-10/16/95; CO-11/6/01; MN-7/14/05
Fantastic Foods, Inc.	N/A
Mt. Vikos, Inc.	MA - 2/12/01
United Natural Transportation, Inc.	N/A
UNFI Canada, Inc.	Extra provincially qualified in Ontario, British Columbia and Quebec in May 2010

AMENDED AND RESTATED EXHIBIT E
BORROWERS AND SUBSIDIARIES
CAPITAL STRUCTURE

Company	Class of Stock	# of Shares Authorized	# of Shares Outstanding	# of Shares Authorized But Un-issued	Shareholder/Member	Percentage Owned	Jurisdiction of Formation
BORROWERS							
United Natural Foods, Inc. ("UNFI") (Greater than 5% Ownership)							Delaware
	Common	100,000,000	43,317,513 *	56,682,487	FMR LLC** BlackRock Global Investors** Jennison Associates LLC** Employee Stock Ownership Trust***	9.77% 6.95% 5.80% 5.80%	
	Preferred	5,000,000	-	5,000,000	N/A		
UNITED NATURAL FOODS WEST, INC. (f/k/a Mountain People's Warehouse Incorporated)	Common	100,000	1	99,999	UNFI	100%	Delaware
United Natural Trading Co. (d/b/a Woodstock Farms Manufacturing)	Common	10,000	1,000	9,000	UNFI	100%	Delaware
Springfield Development, LLC (f/k/a United Northeast LLC)	N/A	N/A	N/A	N/A	UNFI	100%	Delaware
Distribution Holdings, Inc.	Common	10,000	100	9,900	UNFI	100%	Delaware
Millbrook Distribution Services Inc. (d/b/a UNFI Specialty Distribution Services)	Common	1,000	1,000	N/A	Distribution Holdings, Inc.	100%	Delaware
SUBSIDIARIES							
Natural Retail Group, Inc.	Common	10,000	1,000	9,000	UNFI	100%	Delaware
Albert's Organics, Inc.	Voting	99,500	579.36	98,920.64	UNFI	100%	California

	Non-Voting	500	-	500			
Fantastic Foods, Inc.	Common	20,000,000	1,000	19,999,000	UNFI	100%	California
Mt. Vikos, Inc.	Common	400,000	362,605	37,395	UNFI	100%	Delaware
United Natural Transportation Co.	Common	10,000	1,000	9,000	UNFI	100%	Delaware
UNFI Canada, Inc.	Common	Unlimited	100	Unlimited	UNFI	100%	Canada

* As of June 7, 2010
** As of March 31, 2010
*** As of November 17, 2009

All corporate affiliates are as set forth above. There are no joint venture affiliates.

AMENDED AND RESTATED EXHIBIT F

ALTERNATE CORPORATE NAMES, MERGERS and STATE ID #s

Alternate Names:

Borrowers

1. United Natural Foods, Inc. ("UNF") was formerly known as Cornucopia Natural Foods, Inc. and has previously done business under the name Cornucopia Natural Foods in the states of Connecticut, Georgia, Florida and Pennsylvania.

   UNF purchased the assets of Blooming Prairie Cooperative Warehouse and has previously done business in the States of Iowa and North Dakota under the name "Blooming Prairie Warehouse".

   UNF purchased all the assets of Select Nutrition Distributors, Inc. including all of its stock, but subsequently merged this subsidiary up into UNF. UNF does business nationally under the name "Select Nutrition Distributors".

   UNF is the survivor by merger of the following subsidiaries:

   Stow Mills, Inc.
   Select Nutrition Distributors, Inc.

   In January 2008, UNF purchased all the assets of Tumaro's Gourmet Tortillas, and utilizes the name Tumaro's Gourmet Tortillas Nationally.

2. United Natural Foods West, Inc. (f/k/a Mountain People's Warehouse Incorporated) acquired substantially all of the assets of Shojin Natural Foods and does business under the name Shojin Natural Foods in the State of Hawaii.

   United Natural Foods West, Inc. is the survivor by merger of the following subsidiaries:

   NutraSource, Inc.
   Rainbow Natural Foods, Inc.

   In the State of Colorado, United Natural Foods West, Inc. has previously done business under the following trade names:

   Rainbow Natural Foods Distributing, Ltd.
   Rainbow Distributing, Ltd.

3. United Natural Trading Co. acquired substantially all of the assets of Hershey Import Co., Inc. and does business under the name Woodstock Farms Manufacturing.

4. Springfield Development, LLC was formerly known as United Northeast LLC.

5. Millbrook Distribution Services, Inc. operates under the name UNFI Specialty Distribution Services.

Subsidiaries

1. Natural Retail Group, Inc. ("NRG") uses or has used the following trade names in the following states:

Florida:

Sunsplash Market
Sunsplash Natural Foods For Less
Mother Earth Market
The Granary
Natures Finest Foods
Palm Harbor Natural Foods
Waterfront Market
Port Charlotte Natural Foods

Massachusetts:

Sunsplash Natural Foods For Less
Cape Cod Natural Foods
Sprouts

Maryland:

Sunsplash Natural Foods For Less
Railway Market
Village Natural Grocers

NRG also acquired substantially all of the assets of the following Persons:

Village Natural Grocers, Inc., a Maryland corporation;
Railway Market, Inc., a Maryland corporation;
Down Home Natural Foods, Inc., a Massachusetts corporation;

Sunsplash Market, Inc., a Florida corporation;
Second Nature of Gainesville, Inc., d/b/a Mother Earth Market, Newberry Crossing Store, Inc., d/b/a Mother Earth Market,, Ocala Store, Inc., d/b/a Mother Earth Market, Sarasota Store, Inc., d/b/a Mother Earth Market, Stickney Point Store, Inc., d/b/a/ The Granary, North Tail Store, Inc., d/b/a The Granary, and Mother Earth Market, Inc., all Florida corporations;
Natures Finest Foods, Inc., a Florida corporation;
Hodges Management, Inc., a Florida corporation d/b/a Palm Harbor Natural Foods

2. Albert's Organics, Inc. purchased all assets of Roots & Fruits Cooperative and does business in the State of Minnesota under the name Roots & Fruits.

   Albert's Organics, Inc. acquired substantially all of the assets of Source Organic, Inc., a California corporation, and utilizes the name Source Organic in California.

3. UNFI Canada, Inc.: On the date that UNFI Canada, Inc. was incorporated, May 5, 2010, its name was immediately changed from its numbered company name, 7508956 Canada Inc., to UNFI Canada, Inc.

<u>State ID #s:</u>

BORROWERS:

United Natural Foods, Inc.	Delaware	2377138	Corporation
United Natural Foods West, Inc.	California	C1657486	Corporation
United Natural Trading Co. d/b/a Hershey Imports Co., Inc. (NJ)	Delaware	2852049	Corporation
Distribution Holdings, Inc.	Delaware	4230723	Corporation
Springfield Development, LLC	Delaware	3579704	Limited Liability Company
Millbrook Distribution Services Inc.	Delaware	2882792	Corporation

SUBSIDIARIES:

Natural Retail Group, Inc.	Delaware	2345969	Corporation
Albert's Organics, Inc.	California	C1326751	Corporation

Fantastic Foods, Inc.	California	C0830190	Corporation
Mt. Vikos, Inc.	Delaware	3318140	Corporation
United Natural Transportation Co.	Delaware	3030713	Corporation
UNFI Canada, Inc.	Canada	7508956	Corporation

AMENDED AND RESTATED EXHIBIT F
BORROWERS AND GUARANTORS
CORPORATE NAMES & EINs

Company	Chief Executive Offi ce	Parent Company	State/Country of Incorporation	Date of Incorporation	EIN/GST
BORROWERS					
United Natural Foods, Inc.	313 Iron Horse Way, Providence, RI 02908	N/A	Delaware	2/11/1994	05-0376157
United Natural Foods West, Inc. (f/k/a Mountain People's Warehouse Incorporated)	1101 Sunset Boulevard, Rocklin, CA 95765	United Natural Foods, Inc.	California	1/16/1990	68-0221552
United Natural Trading Co. (d/b/a Woodstock Farms Manufacturing)	96 Executive Drive, Edison, NJ 08817	United Natural Foods, Inc.	Delaware	1/28/1998	06-1505797
Distribution Holdings, Inc.	313 Iron Horse Way, Providence, RI 02908	United Natural Foods, Inc.	Delaware	10/5/2006	65-1296934
Millbrook Distribution Services Inc. (d/b/a UNFI Specialty Distribution Services)	88 Huntoon Memorial Hwy, Leicester, MA 01524	Distribution Holdings, Inc.	Delaware	4/27/1998	41-0754020
Springfield Development, LLC (f/k/a United Northeast LLC)	313 Iron Horse Way, Providence, RI 02908	United Natural Foods, Inc.	Delaware	11/6/2002	13-4221549
SUBSIDIARIES					
Natural Retail Group, Inc.	Seabreeze Shopping Plaza, 30555 US Hwy 19N, Palm Harbor, FL	United Natural Foods, Inc.	Delaware	8/2/1993	06-1383344
Albert's Organics, Inc.	200 Eagle Court, Bridgeport, NJ 08014	United Natural Foods, Inc.	California	12/19/1984	95-3934152
Fantastic Foods, Inc.	313 Iron Horse Way, Providence, RI 02908	United Natural Foods, Inc.	California	10/24/1977	94-2447092
Mt. Vikos, Inc.	1291 Ocean St., Marshfield, MA 02050	United Natural Foods, Inc.	Delaware	11/28/2000	04-3540616
United Natural Transportation Co.	313 Iron Horse Way, Providence, RI 02908	United Natural Foods, Inc.	Delaware	4/16/1999	52-2349493

UNFI Canada, Inc.	8755 Keele St., Concord, Ontario L4K 2N1	United Natural Foods, Inc.	Canada	5/5/2010	813473253

There are no open tax matters for any of the Borrowers or Guarantors.

AMENDED AND RESTATED EXHIBIT G

GUARANTEES

UNF has guaranteed the obligations of the ESOT under the Loan Agreement dated November 1, 1988, as amended on April 7, 2010, between the ESOT and Norman Cloutier, Steven Townsend, Daniel Atwood and Theodore Cloutier; original principal amount of the Note issued under the Loan Agreement is $4,080,000.

UNF has guaranteed the obligations of Fantastic Foods, Inc. under the Contract Manufacturing and Packaging Agreement dated March 20, 2008 between Fantastic Foods, Inc. and Wixon, Inc.

UNF has agreed to guarantee the obligations of UNFI Canada, Inc. under the terms of that certain lease agreement between SunOpta Inc. (successor-by-merger to Supreme Foods Ltd.) (collectively "Tenant"), Tilzen Holdings Ltd. (the "Landlord") and SunOpta Inc. dated June 23, 2004 in respect of a lease of Lot 12, Concession 3, designated as Part 7 on Plan 65h-21817, City of Vaughan, Regional Municipality of York, which agreement was assigned to UNFI Canada, Inc. in connection with the closing of UNFI Canada, Inc.'s acquisition of certain of the assets of SunOpta Inc.

AMENDED AND RESTATED EXHIBIT H
BORROWERS AND GUARANTORS
CORPORATE NAMES & EINs

Company	Chief Executive Office	Parent Company	State/ Country of Incorporation	Date of Incorporation	EIN/GST
BORROWERS					
United Natural Foods, Inc.	313 Iron Horse Way, Providence, RI 02908	N/A	Delaware	2/11/1994	05-0376157
United Natural Foods West, Inc. (f/k/a Mountain People's Warehouse Incorporated)	1101 Sunset Boulevard, Rocklin, CA 95765	United Natural Foods, Inc.	California	1/16/1990	68-0221552
United Natural Trading Co. (d/b/a Woodstock Farms Manufacturing)	96 Executive Drive, Edison, NJ 08817	United Natural Foods, Inc.	Delaware	1/28/1998	06-1505797
Distribution Holdings, Inc.	313 Iron Horse Way, Providence, RI 02908	United Natural Foods, Inc.	Delaware	10/5/2006	65-1296934
Millbrook Distribution Services Inc. (d/b/a UNFI Specialty Distribution Services)	88 Huntoon Memorial Hwy, Leicester, MA 01524	Distribution Holdings, Inc.	Delaware	4/27/1998	41-0754020
Springfield Development, LLC (f/k/a United Northeast LLC)	313 Iron Horse Way, Providence, RI 02908	United Natural Foods, Inc.	Delaware	11/6/2002	13-4221549
SUBSIDIARIES					
Natural Retail Group, Inc.	Seabreeze Shopping Plaza, 30555 US Hwy 19N, Palm Harbor, FL	United Natural Foods, Inc.	Delaware	8/2/1993	06-1383344

Albert's Organics, Inc.	200 Eagle Court, Bridgeport, NJ 08014	United Natural Foods, Inc.	California	12/19/1984	95-3934152
Fantastic Foods, Inc.	313 Iron Horse Way, Providence, RI 02908	United Natural Foods, Inc.	California	10/24/1977	94-2447092
Mt. Vikos, Inc.	1291 Ocean St., Marshfield, MA 02050	United Natural Foods, Inc.	Delaware	11/28/2000	04-3540616
United Natural Transportation Co.	313 Iron Horse Way, Providence, RI 02908	United Natural Foods, Inc.	Delaware	4/16/1999	52-2349493
UNFI Canada, Inc.	8755 Keele St., Concord, Ontario L4K 2N1	United Natural Foods, Inc.	Canada	5/5/2010	813473253

There are no open tax matters for any of the Borrowers or Guarantors.

AMENDED AND RESTATED EXHIBIT I

Thursday, June 03, 2010

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber			*StatusDescription*	*ApplicationNumber ApplicationDate*	*RegistrationNumber RegistrationDate*	*Publication Expiration*
MarkName United States **T02164-US**	GRATEFUL HARVEST (WORD MARK) Z	NAT	Registered	78723899 9/30/2005 ***AttorneyName*** David R. Josephs ***AgentName***	3277444 8/7/2007 ***ClientName*** ***CurrentOwnerNa***	6/6/2006 8/7/2017 United Natural Fo
MarkName United States **T02164-US1**	GRATEFUL HARVEST (WORD MARK) Z	NAT	Registered	78723904 9/30/2005 ***AttorneyName*** David R. Josephs ***AgentName***	3357403 12/18/2007 ***ClientName*** ***CurrentOwnerNa***	12/19/200 12/18/201 United Natural Fo
MarkName United States **T02164-US2**	GRATEFUL HARVEST (WORD MARK) Z	NAT	Registered	78723943 9/30/2005 ***AttorneyName*** David R. Josephs ***AgentName***	3357404 12/18/2007 ***ClientName*** ***CurrentOwnerNa***	9/5/2006 12/18/201 United Natural Fo
MarkName United States **T02164-US3**	GRATEFUL HARVEST Z	NAT	Registered	78175910 10/18/2002 ***AttorneyName*** David R. Josephs ***AgentName***	2855136 6/15/2004 ***ClientName*** ***CurrentOwnerNa***	6/15/201 United Natural Fo

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber	*StatusDescription*	*ApplicationNumber ApplicationDate*	*RegistrationNumber RegistrationDate*	*Publication Expiration*

MarkName MISCELLANEOUS DESIGN (GRATEFUL HARVEST LOGO)
United States 78723922 3406848 10/3/200
T02165-US Z NAT Registered 9/30/2005 4/1/2008 4/1/2018
AttorneyName David R. Josephs ***ClientName*** United Natural Fo
AgentName ***CurrentOwnerNa***

MarkName MISCELLANEOUS DESIGN (GRATEFUL HARVEST LOGO)
United States 78723918 3283744 1/17/200
T02165-US1 Z NAT Registered 9/30/2005 8/21/2007 8/21/201
AttorneyName David R. Josephs ***ClientName*** United Natural Fo
AgentName ***CurrentOwnerNa***

MarkName REVERENCE FOR THE LAND
United States 78530706 3054113 11/8/200
T02166-US REG NAT Registered 12/10/2004 1/31/2006 1/31/201
AttorneyName David R. Josephs ***ClientName*** United Natural Fo
AgentName ***CurrentOwnerNa***

MarkName REVERENCE FOR THE LAND
United States 78530685 3106169 3/28/200
T02166-US1 REG NAT Registered 12/10/2004 6/20/2006 6/20/201
AttorneyName David R. Josephs ***ClientName*** United Natural Fo
AgentName ***CurrentOwnerNa***

CountryName DocketNumber	***StatusDescription***	***ApplicationNumber ApplicationDate***	***RegistrationNumber RegistrationDate***	***Publicatior Expiratior***

MarkName REVERENCE FOR THE LAND
United States 78609835 3023832 9/13/200
T02166-US2 REG NAT Registered 4/15/2005 12/6/2005 12/6/201
AttorneyName David R. Josephs ***ClientName*** United Natural Fo
AgentName ***CurrentOwnerNa***

MarkName REVERENCE FOR THE LAND
United States 78784159 3173978 9/5/2006
T02166-US3 REG NAT Registered 1/3/2006 11/21/2006 11/21/201
AttorneyName David R. Josephs ***ClientName*** United Natural Fo
AgentName ***CurrentOwnerNa***

MarkName UNITED NATURAL FOODS (WORD MARK)
International 847419 847419
T02168-IB REG P Registered 1/6/2005 1/6/2005 1/6/2015
AttorneyName David R. Josephs ***ClientName*** United Natural Fo
AgentName ***CurrentOwnerNa***

MarkName UNITED NATURAL FOODS (WORD MARK)
Community Trademark 847419 847419
T02168-IB-CTM REG P Registered 10/20/2005 10/20/2005 10/20/201
AttorneyName David R. Josephs ***ClientName*** United Natural Fo
AgentName ***CurrentOwnerNa***

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber	StatusDescription			ApplicationNumber ApplicationDate	RegistrationNumber RegistrationDate	Publication Expiration
MarkName	UNITED NATURAL FOODS (WORD MARK)					
Japan **T02168-IB-JP**	REG	P	Registered	A0000435 1/6/2005	847419 1/6/2005	 1/6/2015
				AttorneyName David R. Josephs ***AgentName***	***ClientName*** ***CurrentOwnerNa***	United Natural Fo
MarkName	UNITED NATURAL FOODS (WORD MARK)					
Taiwan **T02168-TW**	REG	NAT	Registered	94029813 6/22/2005	1231397 10/1/2006	10/1/200 10/1/201
				AttorneyName David R. Josephs ***AgentName***	***ClientName*** ***CurrentOwnerNa***	United Natural Fo
MarkName	UNITED NATURAL FOODS (WORD MARK)					
United States **T02168-US**	REG	NAT	Registered	78530623 12/10/2004	3049980 1/24/2006	11/1/200 1/24/201
				AttorneyName David R. Josephs ***AgentName***	***ClientName*** ***CurrentOwnerNa***	United Natural Fo
MarkName	UNITED NATURAL FOODS AND DESIGN					
Hong Kong **T02169-HK**	REG	NAT	Registered	300361034 1/26/2005	300361034 1/26/2005	 1/26/201
				AttorneyName David R. Josephs ***AgentName***	***ClientName*** ***CurrentOwnerNa***	United Natural Fo

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber	StatusDescription			ApplicationNumber ApplicationDate	RegistrationNumber RegistrationDate	Publication Expiration
MarkName	WOODSTOCK FARMS (WORD MARK)					
Community Trademark **T02170-CTM**	REG	C	Registered	4666046 10/4/2005	4666046 9/13/2006	4/17/200 10/4/201
				AttorneyName David R. Josephs ***AgentName***	***ClientName*** ***CurrentOwnerNa***	United Natural Fo
MarkName	WOODSTOCK FARMS (WORD MARK)					
Community Trademark **T02170-CTM1**	REG	C	Registered	4994083 3/17/2006	4994083 4/11/2007	9/18/200 3/17/201
				AttorneyName David R. Josephs ***AgentName***	***ClientName*** ***CurrentOwnerNa***	United Natural Fo
MarkName	WOODSTOCK FARMS (WORD MARK)					
Taiwan **T02170-TW**	REG	NAT	Registered	94033609 7/13/2005	1207882 5/1/2006	 5/1/2016
				AttorneyName David R. Josephs ***AgentName***	***ClientName*** ***CurrentOwnerNa***	United Natural Fo
MarkName	WOODSTOCK FARMS (WORD MARK)					
Taiwan				94033608	1208006	

T02170-TW1 REG NAT Registered 7/13/2005 5/1/2006 5/1/2016
AttorneyName David R. Josephs
ClientName United Natural Fo
AgentName
CurrentOwnerNa

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber	*StatusDescription*			*ApplicationNumber ApplicationDate*	*RegistrationNumber RegistrationDate*	*Publication Expiration*
MarkName	WOODSTOCK FARMS (WORD MARK)					
Taiwan **T02170-TW2**	REG	NAT	Registered	94033607 7/13/2005	1196782 2/16/2006	2/16/201
				AttorneyName David R. Josephs ***AgentName***	***ClientName*** ***CurrentOwnerNa***	United Natural Fo
MarkName	WOODSTOCK FARMS (WORD MARK)					
Taiwan **T02170-TW3**	REG	NAT	Registered	95013665 3/21/2006	1242138 12/16/2006	12/16/201
				AttorneyName David R. Josephs ***AgentName***	***ClientName*** ***CurrentOwnerNa***	United Natural Fo
MarkName	WOODSTOCK FARMS (WORD MARK)					
United States **T02170-US**	Z	NAT	Registered	75483354 5/11/1998	3458482 7/1/2008	7/17/200 7/1/2018
				AttorneyName David R. Josephs ***AgentName***	***ClientName*** ***CurrentOwnerNa***	United Natural Fo
MarkName	WOODSTOCK FARMS (WORD MARK)					
United States **T02170-US1**	REG	NAT	Registered	78609470 4/15/2005	3619430 5/12/2009	2/24/200 5/12/201
				AttorneyName David R. Josephs ***AgentName***	***ClientName*** ***CurrentOwnerNa***	United Natural Fo

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber	*StatusDescription*			*ApplicationNumber ApplicationDate*	*RegistrationNumber RegistrationDate*	*Publication Expiration*
MarkName	WOODSTOCK FARMS (WORD MARK)					
United States **T02170-US2**	REG	NAT	Registered	78609472 4/15/2005	3619431 5/12/2009	2/24/200 5/12/201
				AttorneyName David R. Josephs ***AgentName***	***ClientName*** ***CurrentOwnerNa***	United Natural Fo
MarkName	WOODSTOCK FARMS (WORD MARK)					
United States **T02170-US3**	REG	NAT	Registered	78609475 4/15/2005	3619432 5/12/2009	2/24/200 5/12/201

AttorneyName David R. Josephs
AgentName
ClientName United Natural Fo
CurrentOwnerNa

MarkName	WOODSTOCK FARMS (WORD MARK)					
United States **T02170-US4**	REG	NAT	Registered	78782084 1/5/2006	3236435 5/1/2007	2/13/200 5/1/2017

AttorneyName David R. Josephs
AgentName
ClientName United Natural Fo
CurrentOwnerNa

MarkName	WOODSTOCK FARMS (WORD MARK)					
United States **T02170-US5**	REG	NAT	Registered	646540 2/26/1987	1472520 1/12/1988	 1/12/201

AttorneyName David R. Josephs
AgentName
ClientName United Natural Fo
CurrentOwnerNa

CountryName DocketNumber			***StatusDescription***	***ApplicationNumber ApplicationDate***	***RegistrationNumber RegistrationDate***	***Publication Expiration***
MarkName	WOODSTOCK FARMS (WORD MARK)					
United States **T02170-US6**	Z	NAT	Registered	77641949 12/31/2008	3741043 1/19/2010	4/14/200 1/19/202

AttorneyName David R. Josephs
AgentName
ClientName United Natural Fo
CurrentOwnerNa

MarkName	WOODSTOCK FARMS (WORD MARK)					
United States **T02170-US7**	Z	NAT	Filed	77844426 10/8/2009		3/2/2010

AttorneyName David R. Josephs
AgentName
ClientName United Natural Fo
CurrentOwnerNa

MarkName	WOODSTOCK FARMS & DESIGN					
Community Trademark **T02171-CTM**	REG	C	Registered	4999157 3/17/2006	4999157 8/23/2007	 3/17/201

AttorneyName David R. Josephs
AgentName
ClientName United Natural Fo
CurrentOwnerNa

MarkName	WOODSTOCK FARMS & DESIGN					
Taiwan **T02171-TW**	REG	NAT	Registered	95013659 3/21/2006	1253807 3/1/2007	12/16/200 3/1/2017

AttorneyName David R. Josephs
AgentName
ClientName United Natural Fo
CurrentOwnerNa

MarkName	WOODSTOCK FARMS & DESIGN					
United States				78723956	3546914	9/30/200
T02171-US	REG	NAT	Registered	9/30/2005	12/16/2008	12/16/201
				AttorneyName David R. Josephs	***ClientName***	United Natural F
				AgentName	***CurrentOwnerNa***	
MarkName	WOODSTOCK FARMS & DESIGN					
United States				78723958	3619439	2/24/200
T02171-US1	REG	NAT	Registered	9/30/2005	5/12/2009	5/12/201
				AttorneyName David R. Josephs	***ClientName***	United Natural F
				AgentName	***CurrentOwnerNa***	
MarkName	WOODSTOCK FARMS & DESIGN					
United States				78723964	3546915	9/30/200
T02171-US2	REG	NAT	Registered	9/30/2005	12/16/2008	12/16/201
				AttorneyName David R. Josephs	***ClientName***	United Natural F
				AgentName	***CurrentOwnerNa***	
MarkName	WOODSTOCK FARMS & DESIGN					
United States				78784101	3236440	2/13/200
T02171-US3	REG	NAT	Registered	1/23/2006	5/1/2007	5/1/2017
				AttorneyName David R. Josephs	***ClientName***	United Natural F
				AgentName	***CurrentOwnerNa***	

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber			*StatusDescription*	*ApplicationNumber ApplicationDate*	*RegistrationNumber RegistrationDate*	*Publication Expiration*
MarkName	WOODSTOCK FARMS and Design (logo)					
United States						
T02171-US5	Z	NAT	Docket			
				AttorneyName David R. Josephs	***ClientName***	United Natural F
				AgentName	***CurrentOwnerNa***	
MarkName	AMERICA'S PREMIER CERTIFIED ORGANIC DISTRIBUTOR					
United States				78337913	2986653	
T02172-US	REG	NAT	Registered	12/8/2003	8/16/2005	8/16/201
				AttorneyName David R. Josephs	***ClientName***	United Natural F
				AgentName	***CurrentOwnerNa***	
MarkName	BLOOMING PRAIRIE					
United States				78107435	2729163	3/12/200
T02173-US	REG	NAT	Registered	2/7/2002	6/24/2003	6/24/201
				AttorneyName David R. Josephs	***ClientName***	United Natural F
				AgentName	***CurrentOwnerNa***	
MarkName	EARTH ORIGINS					
United States				76187631	2671140	
T02174-US	REG	NAT	Registered	12/28/2000	1/7/2003	1/7/2013
				AttorneyName David R. Josephs	***ClientName***	United Natural F
				AgentName	***CurrentOwnerNa***	

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber	StatusDescription			ApplicationNumber ApplicationDate	RegistrationNumber RegistrationDate	Publication Expiration
MarkName	EXPRESSNACKS					
United States				74120751	1731357	7/17/199
T02175-US	REG	NAT	Registered	12/5/1990	11/10/1992	
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	GOURMET ARTISAN HANDCRAFTED FOODS AND DESIGN					
United States				75292335	2327088	6/5/1998
T02176-US	REG	NAT	Registered	5/15/1997	3/7/2000	3/7/2020
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	HARVEST BAY (FOR FRUIT SNACKS)					
United States				78221541	2919897	9/24/200
T02177-US	REG	NAT	Registered	3/4/2003	1/18/2005	1/18/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	HARVEST BAY					
United States				78141089	2887515	2/26/200
T02177-US1	REG	NAT	Registered	7/3/2002	9/21/2004	9/21/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber	StatusDescription			ApplicationNumber ApplicationDate	RegistrationNumber RegistrationDate	Publication Expiration
MarkName	HEALTHY CLIPPINGS					
United States				78592493	3065993	12/13/200
T02178-US	REG	NAT	Registered	3/22/2005	3/7/2006	3/7/2016
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	MOUNTAIN PEOPLES WAREHOUSE					
United States				75517573	2263145	4/27/199
T02179-US	REG	NAT	Registered	7/13/1998	7/20/1999	7/20/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	NATURAL RETAIL GROUP					
United States				76187633	2584043	
T02180-US	B	NAT	Registered	12/28/2000	6/18/2002	6/18/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	NATURAL RETAIL GROUP					
United States				77301706	3452864	4/8/2008
T02180-US1	REG	NAT	Registered	10/11/2007	6/24/2008	6/24/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber	StatusDescription			ApplicationNumber ApplicationDate	RegistrationNumber RegistrationDate	Publication Expiration
MarkName	NATURAL SEA					
United States				78238990	2895383	7/27/200
T02181-US	REG	NAT	Registered	4/17/2003	10/19/2004	10/19/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	NATURE'S BASICS					
United States				78238970	2897160	8/3/2004
T02183-US	REG	NAT	Registered	4/17/2003	10/26/2004	10/26/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	NRG					
United States				76187805	2617066	
T02186-US	REG	NAT	Registered	12/28/2000	9/10/2002	9/10/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	ORGANIC BABY CERTIFIED ORGANIC BABY FOOD AND DESIGN					
United States				75222924	2211644	3/13/199
T02187-US	REG	NAT	Registered	1/9/1997	12/15/1998	12/15/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber	StatusDescription			ApplicationNumber ApplicationDate	RegistrationNumber RegistrationDate	Publication Expiration
MarkName	RAINBOW					
United States				75179472	2135441	11/18/199
T02188-US	REG	NAT	Registered	10/10/1996	2/10/1998	2/10/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	WOODFIELD FARMS					
United States				75453273	2221771	
T02189-US	REG	NAT	Registered	3/19/1998	2/2/1999	2/2/2019
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	RESOURCE ORGANIC					
United States				75516249	2378242	
T02190-US	B	NAT	Registered	7/9/1998	8/15/2000	8/15/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	RESOURCE ORGANIC					
United States				85013131		
T02190-US1	REG	NAT	Filed	4/13/2010		
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber		*StatusDescription*		*ApplicationNumber ApplicationDate*	*RegistrationNumber RegistrationDate*	*Publication Expiration*
MarkName	SOURCE ORGANIC					
United States **T02191-US**	REG	NAT	Registered	75516240 7/9/1998	2353204 5/30/2000	5/30/202
				AttorneyName David R. Josephs ***AgentName***	***ClientName*** ***CurrentOwnerNa***	United Natural Fo
MarkName	STOW MILLS					
United States **T02192-US**	REG	NAT	Registered	1477015 2/16/1988	1477015 2/16/1998	2/16/201
				AttorneyName David R. Josephs ***AgentName***	***ClientName*** ***CurrentOwnerNa***	United Natural Fo
MarkName	SUNSPLASH MARKET					
United States **T02193-US**	REG	NAT	Registered	75153421 8/20/1996	2248478 6/1/1999	6/1/2019
				AttorneyName David R. Josephs ***AgentName***	***ClientName*** ***CurrentOwnerNa***	United Natural Fo
MarkName	TENDERFRUIT					
United States **T02194-US**	REG	NAT	Registered	78514101 11/9/2004	3091709 5/9/2006	5/9/2016
				AttorneyName David R. Josephs ***AgentName***	***ClientName*** ***CurrentOwnerNa***	United Natural Fo

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber		*StatusDescription*		*ApplicationNumber ApplicationDate*	*RegistrationNumber RegistrationDate*	*Publication Expiration*
MarkName	WOODSTOCK					
United States **T02195-US**	REG	NAT	Registered	646393 2/25/1987	1487657 5/10/1988	2/16/198 5/10/201
				AttorneyName David R. Josephs ***AgentName***	***ClientName*** ***CurrentOwnerNa***	United Natural Fo
MarkName	RISING MOON ORGANICS & Design					
United States **T02266-US**	REG	NAT	Registered	78302417 9/18/2003	2884380 9/14/2004	9/14/201
				AttorneyName David R. Josephs ***AgentName***	***ClientName*** ***CurrentOwnerNa***	United Natural Fo
MarkName	RISING MOON ORGANICS & DESIGN					
United States **T02266-US1**	REG	NAT	Filed	85012780 4/13/2010		
				AttorneyName David R. Josephs ***AgentName***	***ClientName*** ***CurrentOwnerNa***	United Natural Fo

MarkName PRIMACOTTA
United States 78443407 3261999 11/22/200
T02267-US REG NAT Registered 6/29/2004 7/10/2007 7/10/201
AttorneyName David R. Josephs ***ClientName*** United Natural Fo
AgentName ***CurrentOwnerNa***

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber	*StatusDescription*	*ApplicationNumber ApplicationDate*	*RegistrationNumber RegistrationDate*	*Publication Expiration*

MarkName COOL FRUITS
United States 74258939 1831483
T02283-US REG NAT Registered 3/25/1992 4/19/1994
AttorneyName David R. Josephs ***ClientName*** United Natural Fo
AgentName ***CurrentOwnerNa***

MarkName COOL FRUITS
United States 75331482 4/28/200
T02283-US2 Z NAT Filed 7/28/1997
AttorneyName David R. Josephs ***ClientName*** United Natural Fo
AgentName ***CurrentOwnerNa***

MarkName COOL FRUITS
United States 75493862
T02283-US3 REG NAT Filed 6/1/1998
AttorneyName David R. Josephs ***ClientName*** United Natural Fo
AgentName ***CurrentOwnerNa***

MarkName AH! LASKA
United States 76106166 2611611
T02284-US REG NAT Registered 8/10/2000 8/27/2002 8/27/201
AttorneyName David R. Josephs ***ClientName*** United Natural Fo
AgentName ***CurrentOwnerNa***

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber	*StatusDescription*	*ApplicationNumber ApplicationDate*	*RegistrationNumber RegistrationDate*	*Publication Expiration*

MarkName MEDITERRANEAN ORGANIC & DESIGN
United States 78038833 2858711
T02294-US REG NAT Registered 12/11/2000 6/29/2004 6/29/201
AttorneyName David R. Josephs ***ClientName*** United Natural Fo
AgentName ***CurrentOwnerNa***

MarkName LORIVA
United States 73691997 1493354
T02295-US REG NAT Registered 10/26/1987 6/21/1988 6/21/201
AttorneyName David R. Josephs ***ClientName*** United Natural Fo
AgentName ***CurrentOwnerNa***

MarkName	WOODSTOCK ORGANICS					
United States				75132043	3233763	9/30/199
T02301-US	Z	NAT	Registered	7/10/1996	4/24/2007	4/24/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	GOOD KARMA					
United States				78975488	3195270	
T02308-US	REG	NAT	Registered	4/4/2002	1/2/2007	1/2/2017
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	

TRADEMARK STANDARD CASE PRINT

CountryName *DocketNumber*			*StatusDescription*	*ApplicationNumber* *ApplicationDate*	*RegistrationNumber* *RegistrationDate*	*Publication* *Expiration*
MarkName	GOOD KARMA					
United States				78958467	3359813	7/3/2007
T02308-US1	REG	NAT	Registered	8/23/2006	12/25/2007	12/25/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	GOOD KARMA ORGANIC RICEMILK					
United States				78841675	3321352	1/24/200
T02310-US	Z	NAT	Registered	3/20/2006	10/23/2007	10/23/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	GOOD KARMA ORGANIC RICE DIVINE and Design (with planet earth)					
United States				77017247	3399007	5/30/200
T02311-US	Z	NAT	Registered	10/9/2006	3/18/2008	3/18/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	GOOD KARMA ORGANIC RICE DIVINE					
United States				78970581	3424768	6/6/2007
T02321-US	Z	NAT	Registered	9/8/2006	5/6/2008	5/6/2018
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	

TRADEMARK STANDARD CASE PRINT

CountryName *DocketNumber*			*StatusDescription*	*ApplicationNumber* *ApplicationDate*	*RegistrationNumber* *RegistrationDate*	*Publication* *Expiration*
MarkName	WE RUB FOOD THE RIGHT WAY					
United States				77071578	3322663	7/25/200
T02390-US	REG	NAT	Registered	12/27/2006	10/30/2007	10/30/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	

MarkName	NANTUCKET OFF-SHORE					
United States				78963973	3312637	7/31/200
T02391-US	REG	NAT	Registered	8/30/2006	10/16/2007	10/16/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	COOL FRUITS					
Bermuda				26187	26187	
T02436-BM	REG	NAT	Registered	6/24/1994	6/24/1994	
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	WORLD PEACE BEGINS IN THE KITCHEN					
United States				77322223	3523496	8/12/200
T02444-US	REG	NAT	Registered	11/6/2007	10/28/2008	10/28/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber	***StatusDescription***			***ApplicationNumber ApplicationDate***	***RegistrationNumber RegistrationDate***	***Publication Expiration***
MarkName	WORLD PEACE BEGINS IN THE KITCHEN					
United States				77628725	3647063	4/14/200
T02444-US1	REG	NAT	Registered	12/8/2008	6/30/2009	6/30/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	TUMARO'S					
United States				74506206	1893236	
T02498-US	REG	NAT	Registered	3/23/1994	5/9/1995	
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	THE HEALTHY MEXICAN FOOD COMPANY					
United States				74593532	2064172	
T02499-US	REG	NAT	Registered	11/1/1994	5/20/1997	
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	HOMESTYLE KITCHENS					
United States				75976059	2078150	
T02500-US	REG	NAT	Registered	2/8/1994	7/8/1997	
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	

TRADEMARK STANDARD CASE PRINT

CountryName	***ApplicationNumber***	***RegistrationNumber***	***Publication***

DocketNumber	StatusDescription			ApplicationDate		RegistrationDate	Expiration
MarkName	TUMARO'S GOURMET TORTILLAS						
United States				75852865		2465219	
T02503-US	REG	NAT	Registered	11/17/1999		7/3/2001	7/3/2011
				AttorneyName David R. Josephs		***ClientName***	United Natural Fo
				AgentName		***CurrentOwnerNa***	
MarkName	TUMARO'S THE GOURMET TORTILLA						
United States				75486112		2471898	
T02504-US	REG	NAT	Registered	5/15/1998		7/24/2001	7/24/201
				AttorneyName David R. Josephs		***ClientName***	United Natural Fo
				AgentName		***CurrentOwnerNa***	
MarkName	TUMARO'S THE ORIGINAL GOURMET WRAPS						
United States				75683942		2764541	
T02506-US	REG	NAT	Registered	4/16/1999		9/16/2003	9/16/201
				AttorneyName David R. Josephs		***ClientName***	United Natural Fo
				AgentName		***CurrentOwnerNa***	
MarkName	TUMARO'S AMERICA'S FAVORITE GOURMET TORTILLA						
United States				76302605		2762465	
T02507-US	REG	NAT	Registered	8/20/2001		9/9/2003	9/9/2013
				AttorneyName David R. Josephs		***ClientName***	United Natural Fo
				AgentName		***CurrentOwnerNa***	

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber	StatusDescription			ApplicationNumber ApplicationDate		RegistrationNumber RegistrationDate	Publication Expiration
MarkName	KRISPY CRUNCHY PUFFS						
United States				76235836		2868274	
T02508-US	REG	NAT	Registered	4/4/2001		8/3/2004	8/3/2014
				AttorneyName David R. Josephs		***ClientName***	United Natural Fo
				AgentName		***CurrentOwnerNa***	
MarkName	TUMARO'S GOURMET TORTILLAS AMERICA'S FAVORITE GOURMET TORTILLAS						
United States				78241127		2853695	
T02509-US	REG	NAT	Registered	4/23/2003		6/15/2004	6/15/201
				AttorneyName David R. Josephs		***ClientName***	United Natural Fo
				AgentName		***CurrentOwnerNa***	
MarkName	WRAPABLES						
United States				78388646		2935150	
T02511-US	REG	NAT	Registered	3/22/2004		3/22/2005	3/22/201
				AttorneyName David R. Josephs		***ClientName***	United Natural Fo
				AgentName		***CurrentOwnerNa***	
MarkName	SOY-FULL HEART						
United States				78592409		3131189	
T02512-US	REG	NAT	Registered	3/22/2005		8/15/2006	8/15/201
				AttorneyName David R. Josephs		***ClientName***	United Natural Fo
				AgentName		***CurrentOwnerNa***	

TRADEMARK STANDARD CASE PRINT

CountryNam e DocketNumb er			StatusDescription	ApplicationNumber ApplicationDate	RegistrationNumber RegistrationDate	Publicatior Expiration
MarkName	WRAPP-AROUNDS					
United States				78436407	2985468	
T02513-US	REG	NAT	Registered	6/16/2004	8/16/2005	8/16/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	SOY-FULL HEART FLATBREAD					
United States				77093655	3338555	
T02514-US	REG	NAT	Registered	1/29/2007	11/20/2007	11/20/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	MILLBROOK MERCHANDISING FOR EXCELLENCE & DESIGN					
United States				75012074	2025274	
T02517-US	REG	NAT	Registered	10/30/1995	12/24/1996	
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	UNFI					
United States				77579954	3615593	2/17/200
T02653-US	REG	NAT	Registered	9/26/2008	5/5/2009	5/5/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	

TRADEMARK STANDARD CASE PRINT

CountryNam e DocketNumb er			StatusDescription	ApplicationNumber ApplicationDate	RegistrationNumber RegistrationDate	Publicatior Expiration
MarkName	UNFI DRIVEN BY NATURE and Design (logo)					
United States				77579975	3634425	3/24/200
T02654-US	REG	NAT	Registered	9/26/2008	6/9/2009	6/9/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	DRIVEN BY NATURE					
United States				77579987	3615594	2/17/200
T02655-US	REG	NAT	Registered	9/26/2008	5/5/2009	5/5/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	JUNGLE PRODUCTS BEYOND ORGANIC					
United States				76674431	3364139	
T02660-US	REG	NAT	Registered	3/22/2007	1/8/2008	1/8/2018
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	SELECT NUTRITION DISTRIBUTORS, INC.					
United States				76183563	2636805	
T02661-US	REG	NAT	Registered	12/21/2000	10/15/2002	10/15/201

			AttorneyName David R. Josephs	***ClientName***	United Natural Fo	
			AgentName	***CurrentOwnerNa***		

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber	***StatusDescription***			***ApplicationNumber ApplicationDate***	***RegistrationNumber RegistrationDate***	***Publication Expiration***
MarkName	TAMARIND TREE A TASTE OF INDIA & DESIGN					
United States				74415306	1856858	
T02674-US	REG	NAT	Registered	7/22/1993	10/4/1994	
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	BLUE MARBLE BRANDS					
United States				77628776	3647068	4/14/200
T02677-US	REG	NAT	Registered	12/8/2008	6/30/2009	6/30/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	A WORLD OF GOOD					
United States				77628795	3647069	4/14/200
T02678-US	REG	NAT	Registered	12/8/2008	6/30/2009	6/30/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	READY SET PASTA					
United States				75214895	2229911	
T02692-US	REG	NAT	Registered	12/17/1996	3/9/1999	3/9/201
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber	***StatusDescription***			***ApplicationNumber ApplicationDate***	***RegistrationNumber RegistrationDate***	***Publication Expiration***
MarkName	VEGETARIAN CHILI MIX					
United States				387780	1283868	
T02695-US	B	NAT	Registered	9/23/1982	6/26/1984	
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	
MarkName	QUICK PILAF					
United States				388230	1283876	
T02696-US	B	NAT	Registered	9/23/1982	6/26/1984	
				AttorneyName David R. Josephs	***ClientName***	United Natural Fo
				AgentName	***CurrentOwnerNa***	

MarkName FANTASTIC FALAFIL MIX
United States | 388231 | 1294730
T02697-US REG NAT Registered | 9/23/1982 | 9/11/1984
AttorneyName David R. Josephs ***ClientName*** United Natural F
AgentName ***CurrentOwnerNa***

MarkName FANTASTIC FOODS
United States | 74075573 | 1656369
T02698-US REG NAT Registered | 7/5/1990 | 9/10/1991
AttorneyName David R. Josephs ***ClientName*** United Natural F
AgentName ***CurrentOwnerNa***

CountryName DocketNumber	*StatusDescription*	*ApplicationNumber ApplicationDate*	*RegistrationNumber RegistrationDate*	*Publication Expiration*

MarkName FANTASTIC FOODS & DESIGN
United States | 74538772 | 2070953
T02699-US REG NAT Registered | 6/17/1994 | 6/17/1997
AttorneyName David R. Josephs ***ClientName*** United Natural F
AgentName ***CurrentOwnerNa***

MarkName JUMPIN' BLACK BEANS
United States | 74485473 | 1874035
T02700-US REG NAT Registered | 2/2/1994 | 1/17/1995
AttorneyName David R. Josephs ***ClientName*** United Natural F
AgentName ***CurrentOwnerNa***

MarkName NATURE'S BURGER
United States | 74587161 | 1928000
T02701-US REG NAT Registered | 10/18/1994 | 10/17/1995
AttorneyName David R. Josephs ***ClientName*** United Natural F
AgentName ***CurrentOwnerNa***

MarkName CHA-CHA CHILI
United States | 74485626 | 2396643
T02702-US REG NAT Registered | 2/2/1994 | 10/24/2000 | 10/24/202
AttorneyName David R. Josephs ***ClientName*** United Natural F
AgentName ***CurrentOwnerNa***

CountryName DocketNumber	*StatusDescription*	*ApplicationNumber ApplicationDate*	*RegistrationNumber RegistrationDate*	*Publication Expiration*

MarkName BIG SOUP
United States | 75838190 | 2502884
T02704-US REG NAT Registered | 11/2/1999 | 10/30/2001 | 10/30/201

AttorneyName David R. Josephs
AgentName
ClientName United Natural Fo
CurrentOwnerNa

MarkName FAST NATURALS
United States
T02705-US REG NAT Registered
78171912
10/7/2002
2841730
5/11/2004
5/11/201
AttorneyName David R. Josephs
AgentName
ClientName United Natural Fo
CurrentOwnerNa

MarkName CARB'TASTIC
United States
T02707-US REG NAT Registered
78333744
11/26/2003
2962273
6/14/2005
6/14/201
AttorneyName David R. Josephs
AgentName
ClientName United Natural Fo
CurrentOwnerNa

MarkName FANTASTIC WORLD FOODS & DESIGN
Canada
T02708-CA REG NAT Filed
1313434
8/11/2006
AttorneyName David R. Josephs
AgentName
ClientName United Natural Fo
CurrentOwnerNa

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber	***StatusDescription***	***ApplicationNumber ApplicationDate***	***RegistrationNumber RegistrationDate***	***Publication Expiration***

MarkName FANTASTIC WORLD FOODS & DESIGN
United States
T02708-US Z NAT Registered
78814555
2/14/2006
3641277
6/16/2009
6/16/201
AttorneyName David R. Josephs
AgentName
ClientName United Natural Fo
CurrentOwnerNa

MarkName FANTASTIC WORLD FOODS
Canada
T02709-CA REG NAT Filed
1313435
8/11/2006
AttorneyName David R. Josephs
AgentName
ClientName United Natural Fo
CurrentOwnerNa

MarkName FANTASTIC WORLD FOODS
United States
T02709-US REG NAT Registered
78814540
2/14/2006
3518298
10/14/2008
10/14/201
AttorneyName David R. Josephs
AgentName
ClientName United Natural Fo
CurrentOwnerNa

MarkName NATURE'S SAUSAGE
Canada
T02734-CA REG NAT Registered
0773911
1/26/1995
456848
4/26/1996
4/26/201
AttorneyName David R. Josephs
AgentName
ClientName United Natural Fo
CurrentOwnerNa

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber	StatusDescription			ApplicationNumber ApplicationDate	RegistrationNumber RegistrationDate	Publication Expiration
MarkName	FANTASTIC FOODS & DESIGN					
Japan **T02737-JP**	REG	NAT	Registered	12630694 12/14/1994	4330701 10/29/1999	10/29/201
				AttorneyName David R. Josephs **AgentName**	**ClientName** **CurrentOwnerNa**	United Natural Fo
MarkName	FANTASTIC FOODS & DESIGN					
Japan **T02737-JP1**	REG	NAT	Registered	12630794 12/14/1994	4282810 6/11/1999	6/11/201
				AttorneyName David R. Josephs **AgentName**	**ClientName** **CurrentOwnerNa**	United Natural Fo
MarkName	MT VIKOS (Stylized)					
United States **T02746-US**	REG	NAT	Registered	78892521 5/25/2006	3218006 3/13/2007	3/13/201
				AttorneyName David R. Josephs **AgentName**	**ClientName** **CurrentOwnerNa**	United Natural Fo
MarkName	FETIRI					
United States **T02747-US**	REG	NAT	Registered	78318318 10/24/2003	2877744 8/24/2004	8/24/201
				AttorneyName David R. Josephs **AgentName**	**ClientName** **CurrentOwnerNa**	United Natural Fo

CountryName DocketNumber	StatusDescription			ApplicationNumber ApplicationDate	RegistrationNumber RegistrationDate	Publication Expiration
MarkName	FIELD DAY					
United States **T02769-US**	Z	NAT	Registered	77691780 3/16/2009	3782510 4/27/2010	7/21/200 4/27/202
				AttorneyName David R. Josephs **AgentName**	**ClientName** **CurrentOwnerNa**	United Natural Fo
MarkName	ENJOY THE HARVEST					
United States **T02770-US**	Z	NAT	Filed	77691788 3/16/2009		7/21/200
				AttorneyName David R. Josephs **AgentName**	**ClientName** **CurrentOwnerNa**	United Natural Fo
MarkName	CRITELLI & DESIGN					
United States **T02776-US**	REG	NAT	Registered	76511391 5/5/2003	2984483 8/16/2005	8/16/201
				AttorneyName David R. Josephs **AgentName**	**ClientName** **CurrentOwnerNa**	United Natural Fo
MarkName	CRITELLI					
United States **T02777-US**	REG	NAT	Registered	76511390 5/5/2003	2984482 8/16/2005	8/16/201
				AttorneyName David R. Josephs **AgentName**	**ClientName** **CurrentOwnerNa**	United Natural Fo

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber	StatusDescription	ApplicationNumber ApplicationDate	RegistrationNumber RegistrationDate	Publicatio Expiration

MarkName MILLBROOK MERCHANDISING FOR EXCELLENCE
United States 75012074 2025274
T02816-US REG NAT Registered 10/30/1995 12/24/1996
AttorneyName David R. Josephs ***ClientName*** United Natural Fo
AgentName ***CurrentOwnerNa***

MarkName CARRIAGE TRADE
United States 72104300 760818
T02822-US REG NAT Registered 9/12/1960 11/26/1963
AttorneyName David R. Josephs ***ClientName*** United Natural Fo
AgentName ***CurrentOwnerNa***

MarkName THE CHEESE SOURCE
United States 77841755
T02896-US REG NAT Filed 10/5/2009
AttorneyName David R. Josephs ***ClientName*** United Natural Fo
AgentName ***CurrentOwnerNa***

MarkName YOUR COMPLETE CHEESE PROGRAM
United States 77841767
T02897-US REG NAT Filed 10/5/2009
AttorneyName David R. Josephs ***ClientName*** United Natural Fo
AgentName ***CurrentOwnerNa***

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber	StatusDescription	ApplicationNumber ApplicationDate	RegistrationNumber RegistrationDate	Publicatio Expiration

MarkName THE CHEESE SOURCE YOUR COMPLETE CHEESE PROGRAM and Design (logo)
United States 77841787
T02898-US REG NAT Filed 10/5/2009
AttorneyName David R. Josephs ***ClientName*** United Natural Fo
AgentName ***CurrentOwnerNa***

MarkName CLEARVUE
United States 77853859
T02899-US REG NAT Filed 10/21/2009 5/4/2010
AttorneyName David R. Josephs ***ClientName*** United Natural Fo
AgentName ***CurrentOwnerNa***

MarkName GOURMET ARTISAN
United States 77844388
T02900-US Z NAT Filed 10/8/2009
AttorneyName David R. Josephs ***ClientName*** United Natural Fo
AgentName ***CurrentOwnerNa***

MarkName M MEDITERRANEAN ORGANIC and Design (new logo from 2007)
United States 77845506
T02903-US REG NAT Filed 10/9/2009 5/4/2010

AttorneyName David R. Josephs	**ClientName**	United Natural Fo
AgentName	**CurrentOwnerNa**	

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber	StatusDescription	ApplicationNumber ApplicationDate	RegistrationNumber RegistrationDate	Publication Expiration

MarkName CLEAN PLATE

United States **T02909-US**	REG	NAT	Filed	77860692 10/29/2009		
				AttorneyName David R. Josephs **AgentName**	**ClientName** **CurrentOwnerNa**	United Natural Fo

MarkName HEARTLAND MEADOW WHERE GOODNESS GROWS and Design (logo)

United States **T02966-US**	REG	NAT	Filed	77957492 3/12/2010		
				AttorneyName David R. Josephs **AgentName**	**ClientName** **CurrentOwnerNa**	United Natural Fo

MarkName HEARTLAND MEADOW (word mark)

United States **T02968-US**	REG	NAT	Filed	77961285 3/17/2010		
				AttorneyName David R. Josephs **AgentName**	**ClientName** **CurrentOwnerNa**	United Natural Fo

MarkName EARTH ORIGINS MARKET

United States **T02977-US**	Z	NAT	Filed	85012434 4/13/2010		
				AttorneyName David R. Josephs **AgentName**	**ClientName** **CurrentOwnerNa**	United Natural Fo

TRADEMARK STANDARD CASE PRINT

CountryName DocketNumber	StatusDescription	ApplicationNumber ApplicationDate	RegistrationNumber RegistrationDate	PublicationD ExpirationD

Criteria ([StatusCode] not in (I')) AND ([ClientName] in (United Natural Foods, Inc.'))
Order by DocketNumber

Record Count 140

EXHIBIT I

TRADEMARK CASE PRINT

EXHIBIT I

UNFI Canada, Inc. - Intellectual Property

Trademarks

Trademark	Application No.	Serial/Registration No.	Filing/Registration Date	Status
Canada's Organic Fresh Food Leader	1000039	TMA555,691	12/19/2001	Registered
Pro Organics and Design	1000040	TMA555,692	12/19/2001	Registered
Pro Organics	1000041	TMA555,693	12/19/2001	Registered
Organic Living	1066193	TMA593305	10/28/2003	Registered
Snapdragon	1005129	TMA558008	2/15/2002	Registered
Natural Sensations	1105409	TMA628142	12/10/2004	Registered
Organic Sensations	1103199	TMA626522	11/24/2004	Registered

Other Intellectual Property — Registered Domain Names

- auxmilleetunesaisons.com - expires February 10, 2011
- driveorganics.com - expires on October 31, 2010
- proorganics.com - expires on April 18, 2011
- supreme-foods.com - expires on July 19, 2010
- wildwestorganicharvest.com - expires on March 12, 2011

Other Intellectual Property — Intellectual Property Licenses

In connection with UNFI Canada Inc.'s purchase of substantially all of the assets of the Canadian food distribution business of SunOpta Inc.'s Distribution Group business, together with substantially all of the assets of Drive Organics Corp., licenses related to the following intellectual property were sought to be assigned to and/or assumed by the Grantor:

- Software Agreement by and between Aux Milles et Une Saisons Inc. and ActiveMedia Développement Inc. dated November 6, 2007 for the Mobile Sales software.
- Software Agreement by and between Aux Milles et Une Saisons Inc. and 3SYS Inc for the Dahdri software.
- Third Party Products Agreement by and between SunOpta, Inc. and Retalix U.S.A., Inc. dated March 8, 2010 for VoCollect software.
- Service Level Agreement by and between SunOpta, Inc. and Symbol Technologies, Canada ULC dated April 15, 2010.
- Software License Agreement by and between SunOpta, Inc. and Retalix USA, Inc. dated August 11, 2006 for Retalix licensed software products.

- IBM Customer Agreement and Statement of Work for Services by and between SunOpta, Inc. and IBM Canada Limited dated December 11, 2009 and December 15, 2009, respectively.
- Master Service Agreement by and between SunOpta, Inc.and TeraGo Networks Inc. dated September 23, 2009 for TeraGo software.
- Software License Agreement by and between SunOpta, Inc. and Logivision for the use of the Drive Organics point-of-sale system.
- The following software purchased for use by SunOpta, Inc., subject to standard shrinkwrap/click-wrap end-user licensing agreements upon installation:

- Acomba
- Compact Data Service
- IBM iSeries Access for Windows
- McAfee Agent
- Microsoft SQL Server 2000
- Microsoft SQL Server 2005
- Microsoft SQL Server 2005 Tools Express Edition
- Microsoft SQL Server Desktop Engine (BKUPEXEC)
- Microsoft Windows Server 2003 R2 Standard Edition
- Microsoft Windows Server 2003 Standard Edition
- MySQL Server 5.0
- MySQL Tools for 5.0
- Pervasive PSQL v10 SP2 Workgroup (32-bit)
- Pervasive System Analyzer
- Pervasive.SQL NT Server v8.70
- PostgreSQL 8.2
- Python 2.6 pywin32-212
- Python 2.6.2
- Sage Accpac System Manager 5.4A
- Subversion 1.4.3-r23084
- Symantec Backup Exec (TM) 10d for Windows Servers
- Symantec Backup Exec (TM) 11d for Windows Servers
- Symantec Backup Exec (TM) 12.5 for Windows Servers
- Symantec Backup Exec for Windows Servers
- Symantec Backup Exec Remote Agent for Windows Servers
- Windows Presentation Foundation
- Windows Server 2003 Service Pack 2
- Xerox WorkCentre M15 Series driver
- MoinMoinWiki (Server Software)
- Server 2003 Standard (Server Software)

AMENDED AND RESTATED EXHIBIT V
BORROWERS' AND SUBSIDIARIES'
BANK ACCOUNTS

Company	Bank Name	Account Type	Account Number
United Natural Foods, Inc.	Bank of America	Master Operating - Corp	3756601608
United Natural Foods, Inc.	Bank of America	F.S.A.- Corp	4426241481
United Natural Foods, Inc.	Bank of America	Charity Account	3850129947
United Natural Foods, Inc.	Bank of America	Deposit	3756636547
United Natural Foods, Inc.	Bank of America	Controlled Disbursements	3299119737
United Natural Foods, Inc.	Bank of America	Payroll	3756680603
United Natural Foods, Inc.	Bank of America	Payroll	3756626531
United Natural Foods, Inc.	Bank of America	Payroll	3756680616
United Natural Foods, Inc.	Bank of America	Bottle Deposit - MA	9429227241
United Natural Foods, Inc.	Bank of America	Bottle Deposit - ME	4603163311
United Natural Foods, Inc.	Ocean Bank	Payroll	602001915
United Natural Foods, Inc.	M&T Bank	Payroll	6304060
United Natural Foods, Inc.	Ocean Bank	Deposit	2900003849
United Natural Foods West	Bank of America	Lockbox Deposits	1489202350
United Natural Foods West	Bank of America	Payroll	1123803509
United Natural Foods West	Bank of America	Controlled Disbursements	3299819898
Albert's Organics, Inc.	Bank of America	Deposit	3756636534
Albert's Organics, Inc.	Bank of America	Controlled Disbursements	3299119950
Albert's Organics, Inc.	Bank of America	Payroll	3756616965
Albert's Organics, Inc.	Wells Fargo	Business Checking/Main	2017997

Hershey Import Company	Bank of America	Deposit	3756636576
Hershey Import Company	Bank of America	Controlled Disbursements	3299124984
Hershey Import Company	Bank of America	Payroll	3756636563
Mt. Vikos	Bank of America	Deposit/Checking	009418413612
Natural Retail Group	Bank of America	Deposit	3756636550
Natural Retail Group	Bank of America	Controlled Disbursements	3299119745
Natural Retail Group	Bank of America	Payroll	3756626544
NRG - Store 04	Bank of America	Deposit	3756645936
NRG - Store 06	Bank of America	Deposit	3756645949
NRG - Store 07	Bank of America	Deposit	3756645952
NRG - Store 08	Bank of America	Deposit	3756645965
NRG - Store 09	Bank of America	Deposit	3756645978
NRG - Store 11	Bank of America	Deposit	3756645981
NRG - Store 12	Bank of America	Deposit	3756645994
NRG - Store 13	Bank of America	Deposit	3756646003
NRG - Store 14	Bank of America	Deposit	3756646016
NRG - Store 15	Bank of America	Deposit	3756646029
NRG - Store 17	Bank of America	Deposit	3756646032
NRG - Store 18	Bank of America	Deposit	3756646045
NRG - Corp.	Bank of America	Deposit	3756645923
NRG - Store 19	Bank of America	Deposit	4426529802
NRG - Store 37	Bank of America	Deposit	4426537988
Millbrook Distribution Services, Inc	JP Morgan Chase	Deposit	801-501954
Millbrook Distribution Services, Inc	JP Morgan Chase	Deposit	801-808154
Millbrook Distribution Services, Inc	JP Morgan Chase	Payroll	114-636192
Millbrook Distribution Services, Inc	Bank of America	Payroll	3750969223
Millbrook Distribution Services, Inc	Bank of America	Deposit	3750969236
Millbrook Distribution Services, Inc	Bank of America	Funding	3750969249
Millbrook Distribution Services, Inc	Bank of America	Controlled Disbursement	3299925802
Millbrook Distribution Services, Inc	Bank of America	Payroll	3299925810
Millbrook Distribution Services, Inc	Bank of America	Deposit Transfer	3750204069
Millbrook Distribution Services, Inc	PNC Bank	Checking Account	80-1438-5702
UNFI Canada, Inc.	Bank of Montreal	Operating/CDA-CAD	0002-1617-894
UNFI Canada, Inc.	Bank of Montreal	Operating/USD	0002-4624-546
UNFI Canada, Inc.	Bank of Montreal	Deposit/CDA-CAD	0002-1516-727
UNFI Canada, Inc.	Bank of Montreal	Deposit/CDA-CAD	0752-1066-197
UNFI Canada, Inc.	Bank of Montreal	Deposit/CDA-CAD	0782-1070-198
UNFI Canada, Inc.	Bank of Montreal	Deposit/CDA-CAD	2710-1026-891
UNFI Canada, Inc.	Bank of Montreal	Deposit/CDA-CAD	2464-1058-532
UNFI Canada, Inc.	Bank of America Canada	Operating Account - CAD	7114-49214-207
UNFI Canada, Inc.	Bank of America Canada	Operating Account - USD	7114-49214-108

Exhibit 10.64

NINTH AMENDMENT AGREEMENT

NINTH AMENDMENT AGREEMENT (this "Agreement") dated as of February 25, 2009, by and among United Natural Foods, Inc. and Albert's Organics, Inc. (collectively, the "Borrowers"), and Bank of America, N.A., as successor to Fleet Capital Corporation (the "Lender"), with respect to the Term Loan Agreement dated as of April 28, 2003, as amended by an Amendment to Term Loan Agreement dated August 26, 2003, a Second Amendment to Term Loan Agreement dated December 18, 2003, a Third Amendment to Term Loan Agreement dated April 30, 2004, a Fourth Amendment to Term Loan Agreement dated June 15, 2005, a Fifth Amendment to Term Loan Agreement dated July 28, 2005, a Sixth Amendment to Term Loan Agreement dated November 2, 2007, a Seventh Amendment to Term Loan Agreement dated November 27, 2007 and an Eighth Amendment Agreement dated as of May 28, 2008 (as amended, the "Term Loan Agreement").

W I T N E S S E T H:

WHEREAS, the Borrowers have requested that the Lender amend certain other provisions of the Term Loan Agreement, and the Lender is willing to amend the Term Loan Agreement, on the terms and conditions set forth herein.

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

§1. Definitions. Capitalized terms used herein without definition that are defined in the Term Loan Agreement shall have the meanings given to such terms in the Term Loan Agreement, as amended hereby.

§2. Representations and Warranties; Acknowledgment. The Borrowers hereby represent and warrant to the Lender as follows:

(a) Each of the Borrowers has adequate power to execute and deliver this Agreement and each other document to which it is a party in connection herewith and to perform its obligations hereunder or thereunder. This Agreement and each other document executed in connection herewith have been duly executed and delivered by each of the Borrowers and do not contravene any law, rule or regulation applicable to any Borrower or any of the terms of any other indenture, agreement or undertaking to which any Borrower is a party. The obligations contained in this Agreement and each other document executed in connection herewith to which any of the Borrowers is a party, taken together with the obligations under the Loan Documents, constitute the legal, valid and binding obligations enforceable against any such Borrower in accordance with their respective terms.

(b) After giving effect to the transactions contemplated by this Agreement, all the representations and warranties made by the Borrowers in the Loan Documents are true and correct on the date hereof as if made on and as of the date hereof and are so repeated herein as if expressly set forth herein or therein, except to the extent that any of such representations and warranties expressly relate by their terms to a prior date.

(c) No Event of Default under and as defined in any of the Loan Documents has occurred and is continuing on the date hereof.

§3. Amendments to Term Loan Agreement. The Term Loan Agreement is hereby amended as follows:

3.1. Amendments to Appendix A.

The definitions of "Permitted Purchase Money Indebtedness", "Plan" and "Subordinated Debt" are hereby amended and restated in their entirety to read as follows:

"**Permitted Purchase Money Indebtedness** – Purchase Money Indebtedness and Capitalized Lease Obligations of Borrowers or Guarantors incurred after the date hereof which is secured solely by a Purchase Money Lien."

"**Plan** – an employee benefit plan now or hereafter maintained for employees of Borrowers or their Subsidiaries that is covered by Title IV of ERISA."

"**Subordinated Debt** – Indebtedness of Borrowers or their Subsidiaries that is subordinated to the Obligations in a manner satisfactory to Lender."

Clause (i) of the definition of Restricted Investment is hereby amended and restated in its entirety to read as follows:

"**(i)** investments in Subsidiaries of UNF which are Borrowers or Guarantors;"

3.2. Amendment to Section 5.1.4.

Clause (iv) of Section 5.1.4 of the Term Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**(iv)** the number of authorized, issued and treasury shares or membership interests, as the case may be, of each such Borrower and each Subsidiary of each such Borrower."

3.3. Amendment to Section 5.1.11.

Section 5.1.11 of the Term Loan Agreement is hereby amended by deleting "." from the end of such Section and inserting the following at the end of such Section:

"other than as set forth on **Exhibit M** hereto."

3.4. Amendment to Section 6.1.3.

Section 6.1.3 of the Term Loan Agreement is hereby amended by deleting "and" from the end of clause (iv), renumbering clause (v) as clause (vi) and inserting a new clause (v) to read as follows:

"(v) contemporaneously with any Permitted Acquisition, a report supplementing, on a cumulative basis, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F** and **Exhibit I** containing a description of all changes in the information included in such Exhibits as may be necessary for such Exhibits to be accurate and complete, such report to be signed by the chief executive officer or chief financial officer of UNF and to be in a form reasonably satisfactory to the Agent; and"

3.5. Amendment to Section 6.1.6.

Section 6.1.6 of the Term Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**6.1.6. Taxes and Liens.** Pay and discharge, and cause each Subsidiary to pay and discharge, all taxes, assessments and government charges upon it, its income and Property as and when such taxes, assessments and charges are due and payable, unless and to the extent only that such taxes, assessments and charges are being contested in good faith and by appropriate proceedings and Borrowers maintain, and cause each Subsidiary to maintain, reasonable reserves on their books therefor. Borrowers shall also pay and discharge, and shall cause each Subsidiary to pay and discharge, any lawful claims which, if unpaid, might become a Lien against any of the Borrowers' or their Subsidiaries' Property except for Permitted Liens."

3.6. Amendment to Section 6.1.10.

Section 6.1.10 of the Term Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**6.1.10. Compliance with Laws.** Comply, and cause each Subsidiary to comply, with all laws, ordinances, governmental rules and regulations to which it is subject, and obtain and keep in force any and all licenses, permits, franchises, or other governmental authorizations necessary to the ownership of its Real Property or the conduct of its business, which violation or failure to obtain might materially and adversely affect the business, prospects, profits, properties, or condition (financial or otherwise) of the Borrowers and their Subsidiaries, taken as a whole."

3.7. Amendment to Section 6.1.11.

Section 6.1.11 of the Term Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**6.1.11. <u>ERISA Compliance</u>.** (i) At all times make, and cause each Subsidiary to make, prompt payment of contributions required to meet the minimum funding standard set forth in ERISA with respect to each Plan; and (ii) notify Lender as soon as practicable of any Reportable Event and of any additional act or condition arising in connection with any Plan which the Borrowers believe might constitute grounds for the termination thereof by the Pension Benefit Guaranty Corporation or for the appointment by the appropriate United States District Court of a Trustee to administer the Plan."

3.8. Amendment to Section 6.1.12.

Section 6.1.12 of the Term Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**6.1.12. <u>Appraisals</u>.** At Lender's request, but no more often than once every three years, obtain subsequent appraisals or updates to the Original Appraisals of the Real Property, at Borrowers' expense, in form and substance satisfactory to Lender until such time as the Obligations are paid in full, provided however, (i) after an Event of Default occurs, (ii) if at any time Lender believes, for any reason, that the fair market value of the Real Property may have decreased or (iii) after a material casualty or condemnation occurs with respect to any of the Real Property and Lender is obligated to release insurance proceeds or condemnation awards to Borrowers or their Subsidiaries, Borrowers shall be required to obtain, and shall cause their Subsidiaries to obtain, any and all such appraisals or updates as requested by Lender."

3.9. Amendment to Section 6.2.2.

Section 6.2.2 of the Term Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**6.2.2. <u>Loans</u>.** Make, or permit any Subsidiary of Borrowers to make, any loans or other advances of money (other than for salary, travel advances, advances against commissions and other similar advances in the ordinary course of business or as existing on the Closing Date and disclosed on Exhibits hereto) to any Person; provided, however, that Borrowers and Guarantors may accept promissory notes for loans to their customers in the normal course of business to the extent not prohibited by the terms of this Agreement and Borrowers may make loans or other advances of money between and among the Borrowers and the Guarantors in the ordinary course of business."

3.10. Amendment to Section 6.2.3.

Section 6.2.3(vii) of the Term Loan Agreement is hereby amended and restated in its entirety to read as follows:

"(vii) Unsecured Indebtedness incurred among the Borrowers and the Guarantors;"

3.11. Amendments to Section 6.2.5.

Clauses (iii), (vii) and (viii) of Section 6.2.5 of the Term Loan Agreement are hereby amended and restated in their entirety to read as follows:

"(iii) Liens arising in the ordinary course of Borrowers' or Guarantors' business by operation of law or regulation, but only if payment in respect of any such Lien is not at the time required and such Liens do not, in the aggregate, materially detract from the value of the Property of Borrowers and their Subsidiaries or materially impair the use thereof in the operation of Borrowers' and their Subsidiaries' business;"

"(vii) attachment, judgment, and other similar non-tax liens arising in connection with court proceedings, but only if and for so long as the execution or other enforcement of such liens is and continues to be effectively stayed and bonded on appeal, the validity and amount of the claims secured thereby are being actively contended in good faith and by appropriate lawful proceedings and such liens do not, in the aggregate, materially detract from the value of the Property of the Borrowers or their Subsidiaries or materially impair the use thereof in the operation of the Borrowers' and their Subsidiaries' business;"

"(viii) reservations, exceptions, easements, rights of way, and other similar encumbrances affecting real property, provided that, in Lender's sole judgment, they do not in the aggregate materially detract from the value of said Properties or materially interfere with their use in the ordinary conduct of the Borrowers' or their Subsidiaries' business and, if said real property constitutes Collateral, Lender has consented thereto; and"

3.12. Amendment to Section 6.2.6.

Section 6.2.6 of the Term Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**6.2.6. <u>Subordinated Debt</u>.** Issue or enter into, or permit any Subsidiary to issue or enter into, any agreement to issue Subordinated Debt except upon terms and provisions relating to the maturity and repayment thereof and terms relating to the subordination of payment thereof to the Obligations, in each case reasonably acceptable to the Lender."

3.13. Amendment to Section 6.2.11.

Section 6.2.11 of the Term Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**6.2.11. __Tax Consolidation__.** File or consent to the filing of, or permit any Subsidiary to file or consent to the filing of, any consolidated income tax return with any Person other than a Subsidiary of Borrowers."

3.14. Amendment to Section 6.2.12.

Section 6.2.12 of the Term Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**6.2.12. __Business Locations__.** Transfer, or permit any Subsidiary to transfer, its principal place of business or chief executive office, or open, or permit any Subsidiary to open, any new business location, except upon at least thirty (30) days prior written notice to Lender and after delivery to Lender of financing statements if required by Lender in form satisfactory to Lender to perfect or continue the perfection and priority of Lender's Lien and security interest hereunder."

3.15. Amendment to Section 6.2.13.

Section 6.2.13 of the Term Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**6.2.13. __Guaranties__.** Except as set forth in **Exhibit M** hereto, guaranty, assume, endorse or otherwise, in any way, become directly or contingently liable with respect to, or permit any Subsidiary to guaranty, assume, endorse or otherwise, in any way, become directly or contingently liable with respect to, the Indebtedness of any Person except by endorsement or instrument or items of payment for deposit or collection, provided, however, that the Borrowers may (a) enter into guaranties in the ordinary course of business of indebtedness and obligations incurred by Borrower and their Subsidiaries and (b) make payments (but not prepayments) of principal and interest when due under the terms of the ESOP Notes to the extent that no Default or Event of Default shall have occurred and be continuing at the time of or hereafter giving effect to any such payment (c) guaranties on an unsecured basis of the obligations of Subsidiaries established to make acquisitions or investments permitted under **Subsection 6.2.1** hereof."

3.16. Amendment to Section 6.2.15.

Section 6.2.15 of the Term Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**6.2.15.** **<u>Subsidiaries</u>.** Hereafter create any Subsidiary, or permit any Subsidiary to create any other Subsidiary, except as provided in **Subsection 6.2.1** hereof."

3.17. Amendment to Section 6.2.16.

Section 6.2.16 of the Term Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**6.2.16.** **<u>Change of Business</u>.** Enter into, or permit any Subsidiary to enter into, any new business or make, or permit any Subsidiary to make, any material change in any of Borrowers' or their Subsidiaries' business objectives, purposes and operations."

3.18. Amendment to Section 6.2.17.

Section 6.2.17 of the Term Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**6.2.17.** **<u>Names of Borrowers and Subsidiaries</u>.** Use, or permit any Subsidiary to use, any entity name (other than its own) or any fictitious name, trade style or "d/b/a" except for the names disclosed on **Exhibit E** attached hereto."

3.19. Amendment to Section 6.2.18.

Section 6.2.18 of the Term Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**6.2.18.** **<u>Use of Lender's Name</u>.** Without prior written consent of Lender, use, or permit any Subsidiary to use, the name of Lender or the name of any Affiliates of Lender in connection with any of the Borrowers' or their Subsidiaries' business or activities, except in connection with internal business matters, as required in dealings with governmental agencies and financial institutions and to trade creditors of the Borrowers or their Subsidiaries solely for credit reference purposes."

3.20. Amendment to Section 6.2.19.

Section 6.2.19 of the Term Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**6.2.19.** **<u>Margin Securities</u>.** Own, purchase or acquire (or enter into any contracts to purchase or acquire), or permit any Subsidiary to own, purchase or acquire (or enter into any contracts to purchase or acquire), any "margin security" as defined by any regulation of the Federal Reserve Board as now in effect or as the same may hereafter be in effect unless, prior to any such purchase or acquisition or entering into any such contract, Lender shall have received an opinion of counsel satisfactory to Lender that the effect of such purchase or acquisition will not cause this Agreement to violate regulations (G) or (U) or any other regulations of the Federal Reserve Board then in effect."

3.21. Amendment to Section 6.2.20.

Section 6.2.20 of the Term Loan Agreement is hereby amended and restated in its entirety to read as follows:

"**6.2.20. Fiscal Year.** Change the fiscal year of Borrowers or any of Borrowers' Subsidiaries, or permit any Subsidiary to change its fiscal year or the fiscal year of any other Subsidiary of Borrowers."

3.22. Amended Exhibits.

Exhibits B, C, D, E, F, I and M to the Term Loan Agreement are hereby amended and restated as set forth on Exhibits B, C, D, E, F, I and M, respectively, attached to this Agreement.

§4. Ratification, etc. All of the obligations and liabilities to the Lender as evidenced by or otherwise arising under the Term Loan Agreement and the other Loan Documents, are, by the Borrowers' execution of this Agreement, ratified and confirmed in all respects. In addition, by each Borrower's execution of this Agreement, such Borrower represents and warrants that neither it nor any of its Subsidiaries has any counterclaim, right of set-off or defense of any kind with respect to such obligations and liabilities. This Agreement and the Term Loan Agreement shall hereafter be read and construed together as a single document, and all references in the Term Loan Agreement or any related agreement or instrument to the Term Loan Agreement shall hereafter refer to the Term Loan Agreement as amended by this Agreement.

§5. Conditions to Effectiveness. The effectiveness of the amendments set forth in Section 3 of this Agreement are subject to the prior satisfaction of the following conditions precedent (the date of such satisfaction herein referred to as the "Ninth Amendment Effective Date"):

(a) Representations and Warranties. The representations and warranties of the Borrowers contained herein shall be true and correct.

(b) No Event of Default. There shall exist no Default or Event of Default.

(c) Corporate or Limited Liability Company Action. The Lender shall have received evidence reasonably satisfactory to the Lender that all requisite corporate or limited liability company, as applicable, action necessary for the valid execution, delivery and performance by the Borrowers of this Agreement and all other instruments and documents delivered by the Borrowers in connection herewith has been taken.

(d) Delivery of this Agreement. The Borrowers and the Lender shall have executed and delivered this Agreement and each Guarantor shall have acknowledged its acceptance of or agreement to this Agreement and its ratification of the continuing effectiveness of its Guaranty.

(e) Guarantor Reaffirmation; Guaranties. Each of the Guarantors shall have reaffirmed their respective obligations under their respective Guaranty Agreements pursuant to reaffirmation agreements each in form and substance satisfactory to the Lender. Each of Fantastic Foods, Inc. and Mt. Vikos, Inc. shall have executed a Guaranty Agreement in respect of the Obligations, in each case in form and substance satisfactory to the Lender.

(f) Payment of Expenses. The Borrowers shall have paid to the Lender all amounts payable to the Lender under §6 hereof.

(h) Amendment of Working Capital Facility. The Working Capital Facility shall have been amended by an amendment in form and substance satisfactory to the Lender.

(j) Participant Consents. The Lender shall have received the written consent of each participant in the Term Loan to the provisions of this Agreement.

(k) Other Documents. The Borrowers shall have executed and delivered such other documents, and taken such other action, as may be reasonably requested by the Lender in connection with this Agreement.

(l) Amendment Fee. The Borrowers shall have paid to the Lender an amendment fee of 0.125% of the aggregate principal amount of the Loans.

§6. Expenses, Etc. Without limitation of the amounts payable by the Borrowers under the Term Loan Agreement and other Loan Documents, the Borrowers shall pay to the Lender and its counsel upon demand an amount equal to any and all out-of-pocket costs or expenses (including reasonable legal fees and disbursements and appraisal expenses) incurred by the Lender in connection with the preparation, negotiation and execution of this Agreement and the matters related thereto.

§7. Time is of the Essence; No Waivers by Lender. TIME IS OF THE ESSENCE WITH RESPECT TO ALL COVENANTS, CONDITIONS, AGREEMENTS OR OTHER PROVISIONS HEREIN. Except as otherwise expressly provided for herein, nothing in this Agreement shall extend to or affect in any way the Borrowers' obligations or the Lender's rights and remedies arising under the Term Loan Agreement or the other Loan Documents.

§8. Governing Law. This Agreement shall for all purposes be construed according to and governed by the laws of the State of Connecticut (excluding the laws thereof applicable to conflicts of law and choice of law).

§9. Effective Date. The amendments set forth in Section 3 hereof shall become effective among the parties hereto as of the Ninth Amendment Effective Date. Until the Ninth Amendment Effective Date, the terms of the Term Loan Agreement prior to its amendment hereby shall remain in full force and effect. This Agreement is effective as to all provisions other than the amendments set forth in Section 3 hereof at the time that the Borrowers and the Lender have executed and delivered this Agreement.

§10. Entire Agreement; Counterparts. This Agreement sets forth the entire understanding and agreement of the parties with respect to the matters set forth herein, including the amendments set forth herein, and this Agreement supersedes any prior or contemporaneous understanding or agreement of the parties as to any such amendment of the provisions of the Term Loan Agreement or any Loan Document, except for any such contemporaneous agreement that has been set forth in writing and executed by the Borrowers and the Lender. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which counterparts taken together shall be deemed to constitute one and the same instrument. A facsimile or other electronic transmission of an executed counterpart shall have the same effect as the original executed counterpart.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, as of the day and year first above written.

BORROWERS:

UNITED NATURAL FOODS, INC.

By: /s/ Mark E. Shamber
Name: Mark E. Shamber
Title: Treasurer

ALBERT'S ORGANICS, INC.

By: /s/ Mark E. Shamber
Name: Mark E. Shamber
Title: Treasurer

LENDER:

BANK OF AMERICA, N.A.

By: /s/ Edgar Ezerins
Name: Edgar Ezerins
Title: Vice President

[Signature Page to the Ninth Amendment Agreement to the Term Loan Agreement]

Each of the undersigned Guarantors acknowledges and agrees to the foregoing, and ratifies and confirms in all respects such Guarantor's obligations under the Guaranty Agreements:

NATURAL RETAIL GROUP, INC.

By: /s/ Mark E. Shamber
Name: Mark E. Shamber
Title: Treasurer

SPRINGFIELD DEVELOPMENT, LLC

By: /s/ Mark E. Shamber
Name: Mark E. Shamber
Title: Treasurer

UNITED NATURAL FOODS WEST, INC.

By: /s/ Mark E. Shamber
Name: Mark E. Shamber
Title: Treasurer

UNITED NATURAL TRADING CO.

By: /s/ Mark E. Shamber
Name: Mark E. Shamber
Title: Treasurer

DISTRIBUTION HOLDINGS, INC.

By: /s/ Mark E. Shamber
Name: Mark E. Shamber
Title: Treasurer

MILLBROOK DISTRIBUTION SERVICES INC.

By: /s/ Mark E. Shamber
Name: Mark E. Shamber
Title: Treasurer

FANTASTIC FOODS, INC.

By: /s/ Mark E. Shamber
Name: Mark E. Shamber
Title: Treasurer

MT. VIKOS, INC.

By: /s/ Mark E. Shamber
Name: Mark E. Shamber
Title: Treasurer

[Signature Page to the Ninth Amendment Agreement to the Term Loan Agreement]

AMENDED AND RESTATED EXHIBIT B

Chief Executive Offices and Registered Agents

Chief Executive Offices:

Borrowers:

United Natural Foods, Inc.	313 Iron Horse Way Providence, RI 02908[1]
Albert's Organics, Inc.	200 Eagle Court Bridgeport, NJ 08014

Subsidiaries:

United Natural Foods West, Inc.	1101 Sunset Boulevard Rocklin, CA 95765
United Natural Trading Co.	96 Executive Drive Edison, NJ 08817
Distribution Holdings, Inc.	313 Iron Horse Way Providence, RI 02908[1]
Springfield Development, LLC	313 Iron Horse Way Providence, RI 02908[1]
Millbrook Distribution Services Inc.	88 Huntoon Memorial Hwy Leicester, MA 01524
Natural Retail Group, Inc.	Seabreeze Shopping Plaza 30555 US Hwy 19N Palm Harbor, FL
Fantastic Foods, Inc.	313 Iron Horse Way Providence, RI 02908[1]
Mt. Vikos, Inc.	1291 Ocean Street Marshfield, MA 02050
United Natural Transportation Co.	313 Iron Horse Way Providence, RI 02908[1]
UNFI Canada, Inc.	8755 Keele Street Concord, Ontario L4K 2N1

[1] Changed its chief executive office from 260 Lake Road, Dayville, CT 06241 in September, 2009

Registered Agents:

Borrowers:

United Natural Foods, Inc.:

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801
302-658-7581

C T Corporation System
1200 South Pine Island Road
Plantation, FL 33324
Phone: 954-473-5503

C T Corporation System
One Corporate Center
Floor 11
Hartford, CT 06103-3220
Phone: 860-724-9044

C T Corporation System
400 Cornerstone Drive
Suite 240
Williston, VT 05495
Phone: 802-878-1500

C T Corporation System (Atlanta)
1201 Peachtree Street, NE
Atlanta, GA 30361
Phone: 404-888-6488

The Corporation Company
1675 Broadway
Suite 1200
Denver, CO 80202
Phone: 303-629-2500

C T Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101
Phone: 717-234-6004

C T Corporation System Inc.
100 South 5th Street
Suite 1075
Minneapolis, MN 55402
Phone: 612-333-4315

C T Corporation System
500 East Court Avenue
Suite 500
Des Moines, IA 50309
Phone: 515-245-4469

C T Corporation System
314 East Thayer Avenue
P.O. Box 400
Bismarck, ND 58501
Phone: 701-223-2890

C T Corporation System
818 West Seventh Street
2nd Floor
Los Angeles, CA 90017
Phone: 213-627-8252

C T Corporation System
5400 D Big Tyler Road
Charleston, WV 25313
Phone: 304-776-1152

C T Corporation System
2 Office Park Court
Suite 103
Columbia, SC 29223
Phone: 803-699-6130

C T Corporation System
306 West Main Street
Suite 512
Frankfort, KY 40601
Phone: 502-875-6424

C T Corporation System
155 Federal Street
Suite 700
Boston, MA 02110
Phone: 617-757-6400

C T Corporation System
9 Capitol Street
Concord, NH 03301
Phone: 603-224-2341

The Corporation Trust Company
820 Bear Tavern Road
West Trenton, NJ 08628
Phone: 609-538-1818

C T Corporation System
111 Eighth Avenue
13th Floor
New York, NY 10011
Phone: 212-894-8800

	C T Corporation System 251 East Ohio Street Suite 1100 Indianapolis, IN 46204 Phone: 317-396-9747
Albert's Organics, Inc.:	Kathryn Courtney 3268 E Vernon Avenue Vernon, CA 90058
	C T Corporation System 1200 South Pine Island Road Plantation, FL 33324 Phone: 954-473-5503
	The Corporation Company 1675 Broadway Suite 1200 Denver, CO 80202 Phone: 303-629-2500
	C T Corporation System 116 Pine Street Suite 320 Harrisburg, PA 17101 Phone: 717-234-6004
	C T Corporation System Inc. 100 South 5th Street Suite 1075 Minneapolis, MN 55402 Phone: 612-333-4315
	C T Corporation System 150 Fayetteville Street Box 1011 Raleigh, NC 27601 Phone: 919-821-7139
	The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 19801 Phone: 302-777-0247
	The Corporation Trust Company 820 Bear Tavern Road West Trenton, NJ 08628 Phone: 609-538-1818

Subsidiaries:

United Natural Foods West, Inc.:	C T Corporation System 818 West Seventh Street 2nd Floor Los Angeles, CA 90017 Phone: 213-627-8252

The Corporation Company
1675 Broadway
Suite 1200
Denver, CO 80202
Phone: 303-629-2500

C T Corporation System
123 East Marcy
Santa Fe, NM 87501
Phone: 505-983-9122

C T Corporation System
2394 E Camelback Road
Phoenix, AZ 85016

C T Corporation System
388 State Street
Suite 420
Salem, OR 97301
Phone: 503-566-6883

C T Corporation System
1801 West Bay Drive, NW
Suite 206
Olympia, WA 98502
Phone: 360-357-6794

C T Corporation System
1111 West Jefferson
Suite 530
Boise, ID 83702
Phone: 208-344-8535

The Corporation Company, Inc.
900 Fort Street Mall
Suite 1800
Honolulu, HI 96813
Phone: 808-524-8000

C T Corporation System
9360 Glacier Highway
Suite 202
Juneau, AK 99801
Phone: 907-586-3340

United Natural Trading Co.:	The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 19801 Phone: 302-777-0247

	C T Corporation System 818 West Seventh Street 2nd Floor Los Angeles, CA 90017 Phone: 213-627-8252
	The Corporation Trust Company 820 Bear Tavern Road West Trenton, NJ 08628 Phone: 609-538-1818
Distribution Holdings, Inc.	The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 19801 Phone: 302-777-0247
Springfield Development, LLC	The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 19801 Phone: 302-777-0247
Millbrook Distribution Services Inc.	The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 19801 Phone: 302-777-0247
	C T Corporation System 155 Federal Street Suite 700 Boston, MA 02110 Phone: 617-757-6400
	C T Corporation System 1200 South Pine Island Road Plantation, FL 33324 Phone: 954-473-5503
	C T Corporation System One Corporate Center Floor 11 Hartford, CT 06103-3220 Phone: 860-724-9044
	C T Corporation System 155 South Main Street Suite 301 Providence, RI 02903 Phone: 401-861-7400

C T Corporation System
2394 E Camelback Road
Phoenix, AZ 85016

The Corporation Company
124 West Capitol Avenue
Suite 1900
Little Rock, AR 72201-3736
Phone: 501-244-9034

Peter B. Webster (Domestic Corp)
One Portland Square
Portland, ME 04101
Phone: 207-774-4000

C T Corporation System
9 Capitol Street
Concord, NH 03301
Phone: 603-224-2341

C T Corporation System
400 Cornerstone Drive
Suite 240
Williston, VT 05495
Phone: 802-878-1500

The Corporation Company
1675 Broadway
Suite 1200
Denver, CO 80202
Phone: 303-629-250

C T Corporation System
818 West Seventh Street
2nd Floor
Los Angeles, CA 90017
Phone: 213-627-8252

Natural Retail Group, Inc.:

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801
Phone: 302-777-0247

C T Corporation System
1200 South Pine Island Road
Plantation, FL 33324
Phone: 954-473-5503

C T Corporation System
155 Federal Street
Suite 700
Boston, MA 02110
Phone: 617-757-6400

	The Corporation Trust Incorporated 351 West Camden Street Baltimore, MD 21201 Phone: 410-539-2837
Mt. Vikos, Inc.:	The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 19801 Phone: 302-777-0247
	C T Corporation System 155 Federal Street Suite 700 Boston, MA 02110 Phone: 617-757-6400
Fantastic Foods, Inc.:	C T Corporation System 818 West Seventh Street 2nd Floor Los Angeles, CA 90017 Phone: 213-627-8252
United Natural Transportation, Inc.:	The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 19801 Phone: 302-777-0247
UNFI Canada, Inc.:	UNFI Canada, Inc. 100 King Street West, Suite 6600 1 First Canadian Place Toronto, Ontario M5X 1B8
	Crease Harman LLP #800-1070 Douglas Street Victoria, British Columbia V8W 2S8
	Osler, Hoskin & Harcourt LLP 1000 De Le Gauchetiere Street West, Suite 2100 Montreal, Quebec H3B 4W5

AMENDED AND RESTATED EXHIBIT B
BORROWERS AND SUBSIDIARIES
BUSINESS LOCATIONS

Owned/ Leased	Entity	Use	Address	City	State/ Province	Zip	Sq. Ft.	Inventory in Excess of $100,000
OWNED								
O	Albert's Organics	Office/ Warehouse	200 Eagle Court	Bridgeport	NJ	08014	35,700	Yes

O	Albert's Organics	Warehouse	3268 E. Vernon Avenue	Vernon	CA	90058	34,500	Yes
O	UNFI SDS	Office/ Warehouse	401 Highway 43 East	Harrison	AR	72601	1,200,000	Yes
O	UNFI-East	Warehouse	100 Lake View Court	Atlanta	GA	30336	327,500	Yes
O	UNFI-East	Office/ Warehouse	71 Stow Drive	Chesterfield	NH	03443	319,000	Yes
O	UNFI-East	Office/ Warehouse	260 Lake Road	Dayville	CT	06241	352,900	Yes
O	UNFI-East	Office/ Warehouse	300 Lake Road	Dayville	CT	06241	90,200	No
O	UNFI-East	Warehouse	655 Commerce Parkway	Greenwood	IN	46143	311,100	Yes
O	UNFI-East	Warehouse	2340 Heinz Road	Iowa City	IA	52240	274,800	Yes
O	UNFI-East	Warehouse	100 Lincoln Street	New Oxford	PA	17350	271,200	No
O	UNFI-West	Warehouse	12745 Earhart Avenue **	Auburn	CA	95602	150,000	No
O	UNFI-West	Warehouse	7909 S. Union Parkway	Ridgefield	WA	98642	239,000	Yes
O	UNFI-West	Office/ Warehouse	1101 Sunset Blvd	Rocklin	CA	95765	487,000	Yes
O	UNFI, Canada	Warehouse	35 Rue Du Parc C.P. 209	Scotstown	QC	J0B 3B0	25,000	Yes
LEASED								
L	Albert's Organics	Warehouse	5222 Quincy Street	Mounds View	MN	55112	39,900	Yes
L	Albert's Organics	Office	2450 17th Ave Suite 250	Santa Cruz	CA	95062	3,935	No
L	Albert's Organics	Warehouse	11922 General Dr	Charlotte	NC	28273	43,290	Yes

AMENDED AND RESTATED EXHIBIT B
BORROWERS AND SUBSIDIARIES
BUSINESS LOCATIONS

Owned / Leased	Entity	Use	Address	City	State/ Province	Zip	Sq. Ft.	Inventory in Excess of $100,000
L	Woodstock Farms Mfg	Office/ Warehouse	96 Executive Drive	Edison	NJ	08817	110,000	Yes
L	UNFI SDS	MTM Storage	6751 Macon Road	Columbus	GA	31907	750	No
L	UNFI SDS	MTM Storage	2420 E. Stop 11 Road	Indianapolis	IN	46227	200	No
L	UNFI SDS	MTM Storage	6915 S. 120th Street	La Vista	NE	68128	400	No
L	UNFI SDS	Office/ Warehouse	88 Huntoon Memorial Highway	Leicester	MA	01524	188,000	Yes
L	UNFI SDS	Warehouse	82 Huntoon Memorial Highway	Leicester	MA	01524	35,640	Yes
L	UNFI SDS	MTM Storage	6812 Fountain Ave., E-17	Orlando	FL	32807	200	No
L	UNFI SDS	MTM Storage	5837 South Garnett	Tulsa	OK	74146	1,650	No
L	UNFI SDS	MTM Storage	19501 Arch St	Little Rock	AR	72206	200	No
L	Mt. Vikos	Office	1291 Ocean Street	Marshfield	MA	02050	1,500	No
L	NRG	Retail Store	700 Reistertown	Baltimore	MD	21215	4,000	Yes
L	NRG	Retail Store	1600 Route 28	Centerville	MA	02632	3,000	Yes
L	NRG	Retail Store	108 Marlboro Ave	Easton	MD	21601	3,500	Yes
L	NRG	Retail Store	521 NW 13 Blvd	Gainesville	FL	32601	4,600	Yes
L	NRG	Retail Store	1237 NW 76th Blvd	Gainesville	FL	32606	4,750	Yes
L	NRG	Retail Store	850 Neopolitan Way	Naples	FL	34103	4,800	Yes

L	NRG	Retail Store	1917 E Silver Springs Blvd	Ocala	FL	34470	5,000	Yes
L	NRG	Retail Store	30555 US Highway 19N	Palm Harbor	FL	34684	12,270	Yes
L	NRG	Retail Store	1900-2000 Tamiami Trail	Port Charlotte	FL	33948	9,600	Yes
L	NRG	Retail Store	1930 Stickney Point Rd	Sarasota	FL	34231	4,700	Yes
L	NRG	Retail Store	1279 Beneva Rd S.	Sarasota	FL	34232	8,260	Yes
L	NRG	Retail Store	6651 Central Ave.	St. Petersburg	FL	33710	4,750	Yes
L	UNFI-Select Nutrition	Warehouse	2722 Commerce Way	Philadelphia	PA	19154	100,000	Yes
L	UNFI-Select Nutrition	Office	60 Charles Lindbergh Blvd	Uniondale	NY	11553	7,184	No
L	Tumaro's	Office/ Warehouse	5300 Santa Monica Blvd.	Los Angeles	CA	90029	5,875	Yes
L	UNFI	Office	555 Valley Street	Providence	RI	02908	50,000	No
L	UNFI	Office	1802 Bayberry Court, Suite 301	Richmond	VA	23226	1,000	No
L	UNFI, Canada	Warehouse	4535 Still Creek Ave	Burnaby	BC	V5C 5W1	41,000	Yes
L	UNFI, Canada	Warehouse	12757 Vulcan Way, Ste. 153, Bld "D"	Richmond	BC	V6V 3C8	100,000	Yes
L	UNFI, Canada	Warehouse	1035, 1037, 1045 Commerial Dr	Vancouver	BC	V5L 3X1	7,500	Yes
L	UNFI, Canada	Warehouse	6600 Thimens St	St. Laurent	QC	H4S 1S5	31,000	Yes
L	UNFI, Canada	Office/ Warehouse	8755 Keele St	Concord	ON	L4K 2N1	135,000	Yes
L	UNFI-East	Office	25 Mr. Arthur Drive	Chesterfield	NH	03443	4,000	No
L	UNFI-East	Office	17 Stow Drive	West Chesterfield	NH	03466	15,200	No
L	UNFI-East	Office/ Warehouse	6100 MacIntosh Road	Sarasota	FL	34238	345,000	Yes
L	UNFI-East	Warehouse	225 Cross Farm Lane	York	PA	17406	675,000	Yes
L	UNFI-West	Warehouse	22 30th North East	Auburn	WA	98002	204,700	Yes
L	UNFI-West	Warehouse	15965 & 15755 E. 32nd Ave.	Aurora	CO	80011	243,208	Yes

AMENDED AND RESTATED EXHIBIT B
BORROWERS AND SUBSIDIARIES
BUSINESS LOCATIONS

Owned / Leased	Entity	Use	Address	City	State/ Province	Zip	Sq. Ft.	Inventory in Excess of $100,000
L	UNFI-West	Warehouse	13204 Philadelphia St.	Fontana	CA	92337	220,200	No
L	UNFI-West	Warehouse	12745 Earhart Avenue **	Auburn	CA	95602	150,000	No
L	UNFI-West	Warehouse	22150 Goldencrest Drive	Moreno Valley	CA	92553	613,000	Yes
L	UNFI-West	Warehouse	2100 Danieldale Road	Lancaster	TX	75134	353,810	No

** The building located on 12745 Earhart Avenue is owned by UNFI-West. However, the underlying land is leased.

Fantastic Foods, Inc. commonly has inventory in excess of $100,000 located at its manufacturer, Wixon, Inc., 1390 East Bulavar Avenue, St. Francis, Wisconsin 53235.

Fantastic Foods, Inc. commonly has inventory worth in excess of $100,000 stored at its warehousing and distribution vendor, Distribution 2000, Inc., 505 Crossroads Parkway, Bolingbrook, IL 60440

Mt. Vikos, Inc.commonly has inventory worth in excess of $100,000 stored at its warehouse, East Coast Warehousing & Dist. Cor., 1140 Polaris Street, Elizabeth, NJ 07201

UNFI Canada commonly has inventory valued at less than $100,000 located at its manufacturer Les Ruchers Promiel, 8862, Boul. Ste-Anne Château-Richer, Quebec, Canada G0A 1N0

AMENDED AND RESTATED EXHIBIT C
BORROWERS AND SUBSIDIARIES
FOREIGN JURISDICTIONS

Company	Foreign Qualifications
BORROWERS	
United Natural Foods, Inc.	FL-3/26/96 (Reinstated in FL 3/25/04); CT-4/9/96; GA-4/8/96; CO-7/24/95 (requalified in CO 5/2/03); PA-4/3/96; MN-10/18/02; IA-10/21/02; ND-10/24/02; CA-9/14/00; IN-6/2/03; VT - 12/2/05; KY-1/3/06; MA-12/30/05; NH-12/30/05; NJ-12/30/05; RI-11/17/08; WV-11/28/05; SC-12/30/05; NY-12/30/05
Albert's Organics, Inc.	PA-1/16/90; NC-10/18/95; NJ-10/16/95; FL-10/13/95; DE-10/16/95; CO-11/6/01; MN-7/14/05
SUBSIDIARIES	
United Natural Foods West, Inc. f/k/a Mountain People's Warehouse Incorporated	NM-9/23/96; AZ-9/11/96; WA-9/17/96; OR-9/12/96; ID-9/12/96; HI-10/16/97; CO-11/15/05; AK-2/15/06
United Natural Trading Co. (d/b/a Woodstock Farms Manufacturing)	NJ-2/4/98; CA-2/4/98
Distribution Holdings, Inc.	N/A
Millbrook Distribution Services Inc. (d/b/a UNFI Specialty Distribution Services)	MA-8/27/99; FL-6/1/99; AR-6/2/99; RI-3/22/02; ME-12/1/08; NH-6/11/99; VT-6/9/99; CO-6/1/99
Springfield Development, LLC (f/k/a United Northeast LLC)	N/A
Natural Retail Group, Inc.	FL-4/11/95; MD-11/24/93; MA-6/19/94;
Fantastic Foods, Inc.	N/A
Mt. Vikos, Inc.	MA - 2/12/01
United Natural Transportation, Inc.	N/A
UNFI Canada, Inc.	Extra provincially qualified in Ontario, British Columbia and Quebec in May 2010

AMENDED AND RESTATED EXHIBIT D
BORROWERS AND SUBSIDIARIES
CAPITAL STRUCTURE

Company	Class of Stock	# of Shares Authorized	# of Shares Outstanding	# of Shares Authorized But Un-issued	Shareholder/Member	Percentage Owned	Jurisdiction of Formation
BORROWERS							
United Natural Foods, Inc. ("UNFI") (Greater than 5% Ownership)							Delaware
	Common	100,000,000	43,317,513 *	56,682,487	FMR LLC**	9.77%	
					BlackRock Global Investors**	6.95%	
					Jennison Associates LLC**	5.80%	
					Employee Stock Ownership Trust***	5.80%	

	Preferred	5,000,000	-	5,000,000	N/A		
Albert's Organics, Inc.	Voting	99,500	579.36	98,920.64	UNFI	100%	California
	Non-Voting	500	-	500.00			
SUBSIDIARIES							
UNITED NATURAL FOODS WEST, INC. (f/k/a Mountain People's Warehouse Incorporated)	Common	100,000	1	99,999	UNFI	100%	Delaware
United Natural Trading Co. (d/b/a Woodstock Farms Manufacturing)	Common	10,000	1,000	9,000	UNFI	100%	Delaware
Springfield Development, LLC (f/k/a United Northeast LLC)	N/A	N/A	N/A	N/A	UNFI	100%	Delaware
Distribution Holdings, Inc.	Common	10,000	100	9,900	UNFI	100%	Delaware
Millbrook Distribution Services Inc. (d/b/a UNFI Specialty Distribution Services)	Common	1,000	1,000	N/A	Distribution Holdings, Inc.	100%	Delaware
Natural Retail Group, Inc.	Common	10,000	1,000	9,000	UNFI	100%	Delaware
Fantastic Foods, Inc.	Common	20,000,000	1,000	19,999,000	UNFI	100%	California
Mt. Vikos, Inc.	Common	400,000	362,605	37,395	UNFI	100%	Delaware
United Natural Transportation Co.	Common	10,000	1,000	9,000	UNFI	100%	Delaware
UNFI Canada, Inc.	Common	Unlimited	100	Unlimited	UNFI	100%	Canada

* As of June 7, 2010
** As of March 31, 2010
*** As of November 17, 2009

All corporate affiliates are as set forth above. There are no joint venture affiliates.

AMENDED AND RESTATED EXHIBIT E

ALTERNATE CORPORATE NAMES, MERGERS and STATE ID #s

Alternate Names:

Borrowers

1. United Natural Foods, Inc. ("UNF") was formerly known as Cornucopia Natural Foods, Inc. and has previously done business under the name Cornucopia Natural Foods in the states of Connecticut, Georgia, Florida and Pennsylvania.

   UNF purchased the assets of Blooming Prairie Cooperative Warehouse and has previously done business in the States of Iowa and North Dakota under the name "Blooming Prairie Warehouse".

   UNF purchased all the assets of Select Nutrition Distributors, Inc. including all of its stock, but subsequently merged this subsidiary up into UNF. UNF does business nationally under the name "Select Nutrition Distributors".

   UNF is the survivor by merger of the following subsidiaries:

   Stow Mills, Inc.
   Select Nutrition Distributors, Inc.

   In January 2008, UNF purchased all the assets of Tumaro's Gourmet Tortillas, and utilizes the name Tumaro's Gourmet Tortillas nationally.

2. Albert's Organics, Inc. purchased all assets of Roots & Fruits Cooperative and does business in the State of Minnesota under the name Roots & Fruits.

   Albert's Organics, Inc. acquired substantially all of the assets of Source Organic, Inc., a California corporation, and utilizes the name Source Organic in California.

Subsidiaries

1. United Natural Foods West, Inc. (f/k/a Mountain People's Warehouse Incorporated) acquired substantially all of the assets of Shojin Natural Foods and does business under the name Shojin Natural Foods in the State of Hawaii.

United Natural Foods West, Inc. is the survivor by merger of the following subsidiaries:

NutraSource, Inc.
Rainbow Natural Foods, Inc.

In the State of Colorado, United Natural Foods West, Inc. has previously done business under the following trade names:

Rainbow Natural Foods Distributing, Ltd.
Rainbow Distributing, Ltd.
Rainbow Foods Distributing, Ltd.

2. United Natural Trading Co. acquired substantially all of the assets of Hershey Import Co., Inc. and does business under the name Woodstock Farms Manufacturing.

3. Natural Retail Group, Inc. ("NRG") uses or has used the following trade names in the following states:

Florida:

Sunsplash Market
Sunsplash Natural Foods For Less
Mother Earth Market
The Granary
Natures Finest Foods
Palm Harbor Natural Foods
Waterfront Market
Port Charlotte Natural Foods

Massachusetts:

Sunsplash Natural Foods For Less
Cape Cod Natural Foods
Sprouts

Maryland:

Sunsplash Natural Foods For Less
Railway Market
Village Natural Grocers

NRG also acquired substantially all of the assets of the following Persons:

Village Natural Grocers, Inc., a Maryland corporation;
Railway Market, Inc., a Maryland corporation;
Down Home Natural Foods, Inc., a Massachusetts corporation;
Sunsplash Market, Inc., a Florida corporation;
Second Nature of Gainesville, Inc., d/b/a Mother Earth Market, Newberry Crossing Store, Inc., d/b/a Mother Earth Market,, Ocala Store, Inc., d/b/a Mother Earth Market, Sarasota Store, Inc., d/b/a Mother Earth Market, Stickney Point Store, Inc., d/b/a/ The Granary, North Tail Store, Inc., d/b/a The Granary, and Mother Earth Market, Inc., all Florida corporations;
Natures Finest Foods, Inc., a Florida corporation;
Hodges Management, Inc., a Florida corporation d/b/a Palm Harbor Natural Foods

4. Springfield Development, LLC was formerly known as United Northeast LLC.

5. Millbrook Distribution Services, Inc. operates under the name UNFI Specialty Distribution Services.

6. UNFI Canada, Inc.: On the date that UNFI Canada, Inc. was incorporated, May 5, 2010, its name was immediately changed from its numbered company name, 7508956 Canada Inc., to UNFI Canada, Inc.

State ID #s:

BORROWERS:

United Natural Foods, Inc.	Delaware	2377138	Corporation
Albert's Organics, Inc.	California	C1326751	Corporation

SUBSIDIARIES:

United Natural Foods West, Inc.	California	C1657486	Corporation
United Natural Trading Co. d/b/a Hershey Imports Co., Inc. (NJ)	Delaware	2852049	Corporation
Distribution Holdings, Inc.	Delaware	4230723	Corporation

Springfield Development LLC	Delaware	3579704	Limited Liability Company
Millbrook Distribution Services Inc.	Delaware	2882792	Corporation
Natural Retail Group, Inc.	Delaware	2345969	Corporation
Fantastic Foods, Inc.	California	C0830190	Corporation
Mt. Vikos, Inc.	Delaware	3318140	Corporation
United Natural Transportation Co.	Delaware	3030713	Corporation
UNFI Canada, Inc.	Canada	7508956	Corporation

AMENDED AND RESTATED EXHIBIT E
BORROWERS AND SUBSIDIARIES
CORPORATE NAMES & EINs

Company	Chief Executive Office	Parent Company	State/ Country of Incorporation	Date of Incorporation	EIN/GST
BORROWERS					
United Natural Foods, Inc.	313 Iron Horse Way, Providence, RI 02908	N/A	Delaware	2/11/1994	05-0376157
Albert's Organics, Inc.	200 Eagle Court, Bridgeport, NJ 08014	United Natural Foods, Inc.	California	12/19/1984	95-3934152
SUBSIDIARIES					
United Natural Foods West, Inc. (f/k/a Mountain People's Warehouse Incorporated)	1101 Sunset Boulevard, Rocklin, CA 95765	United Natural Foods, Inc.	California	1/16/1990	68-0221552
United Natural Trading Co. (d/b/a Woodstock Farms Manufacturing)	96 Executive Drive, Edison, NJ 08817	United Natural Foods, Inc.	Delaware	1/28/1998	06-1505797
Distribution Holdings, Inc.	313 Iron Horse Way, Providence, RI 02908	United Natural Foods, Inc.	Delaware	10/5/2006	65-1296934
Millbrook Distribution Services Inc. (d/b/a UNFI Specialty Distribution Services)	88 Huntoon Memorial Hwy, Leicester, MA 01524	Distribution Holdings, Inc.	Delaware	4/27/1998	41-0754020
Springfield Development, LLC (f/k/a United Northeast LLC)	313 Iron Horse Way, Providence, RI 02908	United Natural Foods, Inc.	Delaware	11/6/2002	13-4221549
Natural Retail Group, Inc.	Seabreeze Shopping Plaza, 30555 US Hwy 19N, Palm Harbor, FL	United Natural Foods, Inc.	Delaware	8/2/1993	06-1383344
Fantastic Foods, Inc.	313 Iron Horse Way, Providence, RI 02908	United Natural Foods, Inc.	California	10/24/1977	94-2447092
Mt. Vikos, Inc.	1291 Ocean St., Marshfield, MA 02050	United Natural Foods, Inc.	Delaware	11/28/2000	04-3540616

United Natural Transportation Co.	313 Iron Horse Way, Providence, RI 02908	United Natural Foods, Inc.	Delaware	4/16/1999	52-2349493
UNFI Canada, Inc.	8755 Keele St., Concord, Ontario L4K 2N1	United Natural Foods, Inc.	Canada	5/5/2010	813473253

There are no open tax matters for any of the Borrowers or Guarantors.

AMENDED AND RESTATED EXHIBIT F
BORROWERS AND SUBSIDIARIES
CORPORATE NAMES & EINs

Company	Chief Executive Office	Parent Company	State/ Country of Incorporation	Date of Incorporation	EIN/GST
BORROWERS					
United Natural Foods, Inc.	313 Iron Horse Way, Providence, RI 02908	N/A	Delaware	2/11/1994	05-0376157
Albert's Organics, Inc.	200 Eagle Court, Bridgeport, NJ 08014	United Natural Foods, Inc.	California	12/19/1984	95-3934152
SUBSIDIARIES					
United Natural Foods West, Inc. (f/k/a Mountain People's Warehouse Incorporated)	1101 Sunset Boulevard, Rocklin, CA 95765	United Natural Foods, Inc.	California	1/16/1990	68-0221552
United Natural Trading Co. (d/b/a Woodstock Farms Manufacturing)	96 Executive Drive, Edison, NJ 08817	United Natural Foods, Inc.	Delaware	1/28/1998	06-1505797
Distribution Holdings, Inc.	313 Iron Horse Way, Providence, RI 02908	United Natural Foods, Inc.	Delaware	10/5/2006	65-1296934
Millbrook Distribution Services Inc. (d/b/a UNFI Specialty Distribution Services)	88 Huntoon Memorial Hwy, Leicester, MA 01524	Distribution Holdings, Inc.	Delaware	4/27/1998	41-0754020
Springfield Development, LLC (f/k/a United Northeast LLC)	313 Iron Horse Way, Providence, RI 02908	United Natural Foods, Inc.	Delaware	11/6/2002	13-4221549
Natural Retail Group, Inc.	Seabreeze Shopping Plaza, 30555 US Hwy 19N, Palm Harbor, FL	United Natural Foods, Inc.	Delaware	8/2/1993	06-1383344
Fantastic Foods, Inc.	313 Iron Horse Way, Providence, RI 02908	United Natural Foods, Inc.	California	10/24/1977	94-2447092
Mt. Vikos, Inc.	1291 Ocean St., Marshfield, MA 02050	United Natural Foods, Inc.	Delaware	11/28/2000	04-3540616
United Natural Transportation Co.	313 Iron Horse Way, Providence, RI 02908	United Natural Foods, Inc.	Delaware	4/16/1999	52-2349493
UNFI Canada, Inc.	8755 Keele St., Concord, Ontario L4K 2N1	United Natural Foods, Inc.	Canada	5/5/2010	813473253

There are no open tax matters for any of the Borrowers or Guarantors.

AMENDED AND RESTATED EXHIBIT I

United Natural Foods, Inc. Divisions and Subsidiaries

List of Leases

Leases are listed by Subsidiary/Division in alphabetical order and within each category first by state/province and within states/provinces by location (city or town) in alphabetical order.

Alberts Organics, Inc.

1. Industrial Office Lease dated April 25, 2005 between Santa Cruz Freeholders and Albert's Organics, Inc. for property located at 2450 17th Avenue, Santa Cruz, California

2. Industrial Lease dated November 30, 2001 between RREEF America REIT II Corp. VVV (successor to State of California Public Employees' Retirement System) and Albert's Organics, Inc. (successor to Blooming Prairie Cooperative Warehouse) for property located at 5222 Quincy Street, Mounds View, Minnesota

3. Industrial Lease dated April 22, 2009 between W.T. Charlotte, L.L.C. and Albert's Organics, Inc. for property located at 11922 General Drive, Charlotte, North Carolina

Millbrook Distribution Services, Inc.

4. Month to month Rental and Security Agreement between Heather Oleson (on behalf of Millbrook Distribution Services Inc.) and Arch Street Mini-Storage for property located at 19501 Arch Street, Little Rock, AR

5. Oral month to month storage agreement between A&H Industrial Park and Millbrook Distribution Services Inc. for property located at 6812 Fountain Avenue, Orlando, Florida

6. Rental Agreement dated October 26, 2005 between OB Companies d/b/a Simply Self Storage (successor to Storage Xtra Self Storage) and Millbrook Distribution Services Inc. for property located at 6751 Macon Road, Columbus, Georgia

7. Storage USA Rental Agreement dated June 10 between Extra Space Storage (successor to Storage USA) and Millbrook Distribution Services Inc. for property located at 2420 East Stop 11 Road, Indianapolis, Indiana

8. Lease dated December 1, 1986 between RDJ Realty Trust and Millbrook Distribution Services Inc. (successor to Millbrook Distributors, Inc.) for

property located at 88 Huntoon Memorial Highway, Leicester, Massachusetts

9. Lease dated December 11, 2007 between Minuteman Packaging Corp. and Millbrook Distribution Services Inc. for property located at 82 Huntoon Memorial Highway, Leicester, Massachusetts

10. Attic Storage Rental Agreement dated July 31, 2001 between Attic Storage of Omaha and Millbrook Distribution Services Inc. for property located at 6915 South 120th Street, La Vista, Nebraska

11. Lease and Security Agreement dated February 2, 2001 between BLR Properties, L.L.C. and Millbrook Distribution Services Inc. for property located at 5837 South Garnett, Tulsa, Oklahoma

Mt. Vikos, Inc.

12. Lease dated May 31, 2007 between D'Amico Limited Partnership and Mt. Vikos, Inc. for property located at 1291 Ocean Street, Marshfield, Massachusetts.

Natural Retail Group, Inc.

13. Lease dated June 28, 1977 between Snead Y. Davis and Natural Retail Group, Inc. (successor to Sam's Style Shop) for property located at 521 NW 13th Blvd, Gainesville, Florida

14. Lease dated May 11, 1993 between Newberry Crossing, Ltd. and Natural Retail Group (as successor to Newberry Crossing Store, Inc.) for property located at 1237 NW 76th Blvd, Gainesville, Florida

15. Lease dated as of May 6, 1985 between Colonial Village Company LLC and Natural Retail Group, Inc. (successor to Village Natural Grocers, Inc.) for property located at 700 Reisertown, Baltimore, Maryland

16. Lease dated April 1, 1994 between Marlboro Plaza, Inc. and Natural Retail Group, Inc. for property located at 108 Marlboro Avenue, Easton, Maryland

17. Lease Agreement dated November, 2002 between Bell Tower Corporation and Natural Retail Group, Inc. for property located at 1600 Route 28, Centerville, Massachusetts

18. Lease dated June 24, 1994 between Neopolitan Way South Land Trust and Natural Retail Group (as successor to Sunsplash Market, Inc.) for property located at 850 Neopolitan Way, Naples, Florida

19. Shopping Center Lease dated as of December 15, 1995 between Ocala SC Company, Ltd. and Natural Retail Group, Inc. (as successor to Ocala Store, Inc.) for property located at 1917 East Silver Springs Blvd, Ocala, Florida

20. Lease dated February 15, 1985 between Seabreeze Associates Limited and Natural Retail Group, Inc. (as successor to Eckard Drugs of Florida, Inc.) for property located at 30555 US Highway 19N, Palm Harbor, Florida

21. Lease dated October 11, 2000 between TCW Special Credits and Natural Retail Group, Inc. for property located at 1900-2000 Tamiami Trial, Port Charlotte, Florida

22. Commercial Lease dated December 23, 2003 between Southpoints Shopping Center of Sarasota, Ltd. and Natural Retail Group, Inc. for property located at 1930 Stickney Point Road, Sarasota, Florida

23. Lease Agreement dated February 18, 1997 between Beneva Market Place Associates and Natural Retail Group, Inc. (as successor to Sarasota Store, Inc,) for property located at 1279 Beneva Road South, Sarasota, Florida

24. Lease Agreement dated November 26, 1993 between West Central Shopping Center and Natural Retail Group, Inc. (as successor to Nature's Finest Foods Inc,) for property located at 6651 Central Avenue, St. Petersburg, Florida

Select Nutrition Distributors Division

25. Lease Agreement dated as of February 1, 2004 between Andreassi, LLC and United Natural Foods, Inc., (successor by merger to Select Nutrition Distributors, Inc.) for property located at 2722 Commerce Way, Philadelphia, Pennsylvania

26. Agreement of Lease dated as of September 1, 2004 between Reckson Operating Partnership, L.P. and United Natural Foods, Inc. (successor by merger to Select Nutrition Distributors, Inc.) for property located at 60 Charles Lindbergh Blvd, Uniondale, New York

Tumaro's Division

27. Lease dated March 2, 1998 between P&C Property Management and United Natural Foods, Inc. (assignee of Tumaro's, Inc.) for property located at 5300 Santa Monica Blvd., Los Angeles, California

UNFI Canada, Inc.

*****Note**: In connection with the purchase of substantially all of the assets of the Canadian food distribution business of SunOpta Inc.'s Distribution Group business, together with substantially all of the assets of Drive Organics Corp., the following real estate leases were assigned to and/or assumed by the UNFI Canada, Inc.*

28. Lease Agreement by and between Pro Organics Marketing Inc. and T Three Properties Ltd. dated October 10, 2003, as amended by that certain Renewal and Amendment of Lease dated October 10, 2008, by and between SunOpta Inc., successor-in-interest to Pro Organics Marketing Inc. (collectively, "Tenant") and Altamont Properties Ltd., successor-in-interest to T Three Properties Ltd. (collectively, "Landlord) in respect of a lease of 4535 Still Creek Ave., Burnaby, B.C., V5C 5W1.

29. Lease Agreement between SunOpta Inc. ("Tenant"), and Sun Life Assurance Company of Canada. (the "Landlord") in respect of a lease of 12757 Vulcan Way, Suite 153, Building "D", Richmond, B.C., as amended by that certain Lease Amending Agreement, dated April 10, 2008.

30. Lease Agreement between Drive Organics Corporation ("Tenant"), Sook Hing Lee and Gordon Lee (collectively the "Landlord") and 632100 B.C. Ltd dated July 15, 2002, as amended by that certain Lease Summary (undated) in respect of a lease of 1035, 1037 and 1045 Commercial Drive, Vancouver, B.C.

31. Lease Agreement by and between SunOpta Inc. (the "Tenant") and Les Importations Cacheres Hahamovitch Inc. (the "Landlord") dated December 22, 2005, in respect of a lease of 6600 Thimens, St. Laurent, Quebec, extended by written notice on June 10, 2009

32. Lease Agreement between SunOpta Inc. (successor-by-merger to Supreme Foods Ltd.) (collectively "Tenant"), Tilzen Holdings Ltd. (the "Landlord") and SunOpta Inc. dated June 23, 2004 in respect of a lease of Lot 12, Concession 3, designated as Part 7 on Plan 65h-21817, City of Vaughan, Regional Municipality of York (8755 Keele Street).

United Natural Foods, Inc.

33. Industrial Site Lease dated May 18, 1992 between City of Auburn, California and United Natural Foods, Inc. (assignee of Panatonni-Catlin Venture IV) for property located at the Auburn Airport Industrial Park, California

34. NNN Lease (Multi-Tenant) dated as of July 31, 2001 between Metropolitan Life Insurance Company and United Natural Foods, Inc. for property located at 13204 Philadelphia Street, Fontana, California

35. Lease Agreement dated December 3, 2007 between Cactus Commerce, LLC and United Natural Foods, Inc. for property located at 22150 Goldencrest Drive, Moreno Valley, California.

36. Standard Form Lease (Industrial, Multi-Tenant, Net) dated July 11, 1997 between ADC, L.L.C. (as successor to Amberjack, Ltd.) and United Natural Foods, Inc. for property located at 15965 and 15755 East 32nd Avenue, Aurora, Colorado

37. Lease dated March 16, 2007 between Meridian-Hudson McIntosh LLC and United Natural Foods, Inc. for property located at 6100 McIntosh Road, Sarasota, Florida

38. Lease dated as of February 15, 2007 between World Learning, Inc. and United Natural Foods, Inc. for property located at 25 Mr. Arthur Drive, Chesterfield, New Hampshire

39. Lease dated April 28, 2010 between V.E. Properties V, LLC and United Natural Foods, Inc. for property located at 17 Stow Drive, West Chesterfield, New Hampshire

40. Standard Form Industrial Building Lease (Single-Tenant) dated March 14, 2008 between FR York Property Holding, LP and United Natural Foods, Inc. for property located at 225 Cross Farm Lane, York, Pennsylvania

41. Office Lease dated October 16, 2008 between Alco Cityside Federal LLC and United Natural Foods, Inc. for property located at 555 Valley Street, Providence, Rhode Island

42. Lease Agreement dated September 30, 2009 between ProLogis and United Natural Foods for property located at 2100 Danieldale Road, Lancaster, TX

43. Lease dated August 3, 1998 between Valley Center I, LLC and United Natural Foods, Inc. for property located at 22 30th North East, Auburn, Washington

44. Oral office sublease for 1802 Bayberry Court, Suite 301, Richmond, VA

<u>Woodstock Farms Manufacturing Division (f/k/a Hershey Imports Company)</u>

45. Agreement of Lease dated January 24, 2002 between Two Seventy – M- Edison and United Natural Trading Co. d/b/a Woodstock Farms

Manufacturing for property located at 96 Executive Drive, Edison, New Jersey

AMENDED AND RESTATED EXHIBIT I
BORROWERS AND SUBSIDIARIES
BUSINESS LOCATIONS

Owned / Leased	Entity	Use	Address	City	State/ Province	Zip	Sq. Ft.	Inventory in Excess of $100,000
OWNED								
O	Albert's Organics	Office/ Warehouse	200 Eagle Court	Bridgeport	NJ	08014	35,700	Yes
O	Albert's Organics	Warehouse	3268 E. Vernon Avenue	Vernon	CA	90058	34,500	Yes
O	UNFI SDS	Office/ Warehouse	401 Highway 43 East	Harrison	AR	72601	1,200,000	Yes
O	UNFI-East	Warehouse	100 Lake View Court	Atlanta	GA	30336	327,500	Yes
O	UNFI-East	Office/ Warehouse	71 Stow Drive	Chesterfield	NH	03443	319,000	Yes
O	UNFI-East	Office/ Warehouse	260 Lake Road	Dayville	CT	06241	352,900	Yes
O	UNFI-East	Office/ Warehouse	300 Lake Road	Dayville	CT	06241	90,200	No
O	UNFI-East	Warehouse	655 Commerce Parkway	Greenwood	IN	46143	311,100	Yes
O	UNFI-East	Warehouse	2340 Heinz Road	Iowa City	IA	52240	274,800	Yes
O	UNFI-East	Warehouse	100 Lincoln Street	New Oxford	PA	17350	271,200	No
O	UNFI-West	Warehouse	12745 Earhart Avenue **	Auburn	CA	95602	150,000	No
O	UNFI-West	Warehouse	7909 S. Union Parkway	Ridgefield	WA	98642	239,000	Yes
O	UNFI-West	Office/ Warehouse	1101 Sunset Blvd	Rocklin	CA	95765	487,000	Yes
O	UNFI, Canada	Warehouse	35 Rue Du Parc C.P. 209	Scotstown	QC	J0B 3B0	25,000	Yes
LEASED								
L	Albert's Organics	Warehouse	5222 Quincy Street	Mounds View	MN	55112	39,900	Yes
L	Albert's Organics	Office	2450 17th Ave Suite 250	Santa Cruz	CA	95062	3,935	No
L	Albert's Organics	Warehouse	11922 General Dr	Charlotte	NC	28273	43,290	Yes

Owned/ Leased	Entity	Use	Address	City	State/ Province	Zip	Sq. Ft.	Inventory in Excess of $100,000
L	Woodstock Farms Mfg	Office/ Warehouse	96 Executive Drive	Edison	NJ	08817	110,000	Yes
L	UNFI SDS	MTM Storage	6751 Macon Road	Columbus	GA	31907	750	No
L	UNFI SDS	MTM Storage	2420 E. Stop 11 Road	Indianapolis	IN	46227	200	No
L	UNFI SDS	MTM Storage	6915 S. 120th Street	La Vista	NE	68128	400	No

L	UNFI SDS	Office/ Warehouse	88 Huntoon Memorial Highway	Leicester	MA	01524	188,000	Yes
L	UNFI SDS	Warehouse	82 Huntoon Memorial Highway	Leicester	MA	01524	35,640	Yes
L	UNFI SDS	MTM Storage	6812 Fountain Ave., E-17	Orlando	FL	32807	200	No
L	UNFI SDS	MTM Storage	5837 South Garnett	Tulsa	OK	74146	1,650	No
L	UNFI SDS	MTM Storage	19501 Arch St	Little Rock	AR	72206	200	No
L	Mt. Vikos	Office	1291 Ocean Street	Marshfield	MA	02050	1,500	No
L	NRG	Retail Store	700 Reistertown	Baltimore	MD	21215	4,000	Yes
L	NRG	Retail Store	1600 Route 28	Centerville	MA	02632	3,000	Yes
L	NRG	Retail Store	108 Marlboro Ave	Easton	MD	21601	3,500	Yes
L	NRG	Retail Store	521 NW 13 Blvd	Gainesville	FL	32601	4,600	Yes
L	NRG	Retail Store	1237 NW 76th Blvd	Gainesville	FL	32606	4,750	Yes
L	NRG	Retail Store	850 Neopolitan Way	Naples	FL	34103	4,800	Yes
L	NRG	Retail Store	1917 E Silver Springs Blvd	Ocala	FL	34470	5,000	Yes
L	NRG	Retail Store	30555 US Highway 19N	Palm Harbor	FL	34684	12,270	Yes
L	NRG	Retail Store	1900-2000 Tamiami Trail	Port Charlotte	FL	33948	9,600	Yes
L	NRG	Retail Store	1930 Stickney Point Rd	Sarasota	FL	34231	4,700	Yes
L	NRG	Retail Store	1279 Beneva Rd S.	Sarasota	FL	34232	8,260	Yes
L	NRG	Retail Store	6651 Central Ave.	St. Petersburg	FL	33710	4,750	Yes
L	UNFI-Select Nutrition	Warehouse	2722 Commerce Way	Philadelphia	PA	19154	100,000	Yes
L	UNFI-Select Nutrition	Office	60 Charles Lindbergh Blvd	Uniondale	NY	11553	7,184	No
L	Tumaro's	Office/ Warehouse	5300 Santa Monica Blvd.	Los Angeles	CA	90029	5,875	Yes
L	UNFI	Office	555 Valley Street	Providence	RI	02908	50,000	No
L	UNFI	Office	1802 Bayberry Court, Suite 301	Richmond	VA	23226	1,000	No
L	UNFI, Canada	Warehouse	4535 Still Creek Ave	Burnaby	BC	V5C 5W1	41,000	Yes
L	UNFI, Canada	Warehouse	12757 Vulcan Way, Ste. 153, Bld "D"	Richmond	BC	V6V 3C8	100,000	Yes
L	UNFI, Canada	Warehouse	1035, 1037, 1045 Commerial Dr	Vancouver	BC	V5L 3X1	7,500	Yes
L	UNFI, Canada	Warehouse	6600 Thimens St	St. Laurent	QC	H4S 1S5	31,000	Yes
L	UNFI, Canada	Office/ Warehouse	8755 Keele St	Concord	ON	L4K 2N1	135,000	Yes
L	UNFI-East	Office	25 Mr. Arthur Drive	Chesterfield	NH	03443	4,000	No
L	UNFI-East	Office	17 Stow Drive	West Chesterfield	NH	03466	15,200	No
L	UNFI-East	Office/ Warehouse	6100 MacIntosh Road	Sarasota	FL	34238	345,000	Yes
L	UNFI-East	Warehouse	225 Cross Farm Lane	York	PA	17406	675,000	Yes
L	UNFI-West	Warehouse	22 30th North East	Auburn	WA	98002	204,700	Yes
L	UNFI-West	Warehouse	15965 & 15755 E. 32nd Ave.	Aurora	CO	80011	243,208	Yes

AMENDED AND RESTATED EXHIBIT I
BORROWERS AND SUBSIDIARIES
BUSINESS LOCATIONS

Owned / Leased	Entity	Use	Address	City	State/ Province	Zip	Sq. Ft.	Inventory in Excess of $100,000
L	UNFI-West	Warehouse	13204 Philadelphia St.	Fontana	CA	92337	220,200	No
L	UNFI-West	Warehouse	12745 Earhart Avenue **	Auburn	CA	95602	150,000	No

L	UNFI-West	Warehouse	22150 Goldencrest Drive	Moreno Valley	CA	92553	613,000	Yes
L	UNFI-West	Warehouse	2100 Danieldale Road	Lancaster	TX	75134	353,810	No

** The building located on 12745 Earhart Avenue is owned by UNFI-West. However, the underlying land is leased.

Fantastic Foods, Inc. commonly has inventory in excess of $100,000 located at its manufacturer, Wixon, Inc., 1390 East Bulavar Avenue, St. Francis, Wisconsin 53235.

Fantastic Foods, Inc. commonly has inventory worth in excess of $100,000 stored at its warehousing and distribution vendor, Distribution 2000, Inc., 505 Crossroads Parkway, Bolingbrook, IL 60440

Mt. Vikos, Inc.commonly has inventory worth in excess of $100,000 stored at its warehouse, East Coast Warehousing & Dist. Cor., 1140 Polaris Street, Elizabeth, NJ 07201

UNFI Canada commonly has inventory valued at less than $100,000 located at its manufacturer Les Ruchers Promiel, 8862, Boul. Ste-Anne Château-Richer, Quebec, Canada G0A 1N0

AMENDED AND RESTATED EXHIBIT M

GUARANTEES

UNF has guaranteed the obligations of the ESOT under the Loan Agreement dated November 1, 1988, as amended on April 7, 2010, between the ESOT and Norman Cloutier, Steven Townsend, Daniel Atwood and Theodore Cloutier; original principal amount of the Note issued under the Loan Agreement is $4,080,000.

UNF has guaranteed the obligations of Fantastic Foods, Inc. under the Contract Manufacturing and Packaging Agreement dated March 20, 2008 between Fantastic Foods, Inc. and Wixon, Inc.

UNF has agreed to guarantee the obligations of UNFI Canada, Inc. under the terms of that certain lease agreement between SunOpta Inc. (successor-by-merger to Supreme Foods Ltd.) (collectively "Tenant"), Tilzen Holdings Ltd. (the "Landlord") and SunOpta Inc. dated June 23, 2004 in respect of a lease of Lot 12, Concession 3, designated as Part 7 on Plan 65h-21817, City of Vaughan, Regional Municipality of York, which agreement was assigned to UNFI Canada, Inc. in connection with the closing of UNFI Canada, Inc.'s acquisition of certain of the assets of SunOpta Inc.

Exhibit 10.65

*A request for confidential treatment has been made with respect to portions of the following document that are marked with [*CONFIDENTIAL*]. The redacted portions have been filed separately with the SEC.*

First Amendment to the Agreement for Distribution of Products

The Agreement for Distribution of Products dated September 26, 2006 between Whole Foods Market Distribution, Inc., a Delaware corporation and United Natural Foods, Inc., a Delaware corporation (the "**Agreement**") is hereby amended effective June 2, 2010 (the "**Amendment Date**").

All terms not defined herein shall have the meaning set forth in the Agreement. The parties agree as follows:

1. Section 1 is deleted in its entirety and replaced with the following:

"1. Term. This Agreement shall have an initial term of fourteen years (the "**Term**") commencing as of September 26, 2006 (the "**Effective Date**")."

2. Section 3(a) is hereby deleted in its entirety and replaced with the following:

"(a) The pricing terms set forth in this Agreement will remain in effect as long as WFM uses UNFI as its "**Primary Distributor**." WFM is deemed to have used UNFI as its Primary Distributor if the following two conditions are met: (i) each WFM Region excluding [*CONFIDENTIAL*] and all WFM Stores outside the continental United States) purchases [*CONFIDENTIAL*] in Products per "**WFM Fiscal Year**" (as identified on Exhibit A) as were purchased in [*CONFIDENTIAL*]; and (ii) if [*CONFIDENTIAL*] of the aggregate dollar amount of Product purchases by all WFM Stores (excluding [*CONFIDENTIAL*] and all WFM Stores outside the continental United States) from wholesale natural grocery distributors during a WFM Fiscal Year are made from UNFI Parties. Orders submitted to the UNFI Parties for Products that are out of stock ("**OOS**") will be included in the calculation as purchases from UNFI Parties for determining whether both (a)(i) and (a)(ii) have been satisfied. The following purchases by WFM Stores are not considered to be purchases from a wholesale natural grocery distributor and therefore will not be included in determining the dollar amount of WFM Store product purchases for purposes of this Section 3(a)(ii): (A) purchases by WFM Stores from WFM or any of its affiliates or subsidiaries (collectively, the "**WFM Parties**"), including, but not limited to, purchases from a WFM distribution center, (B) purchases by WFM Store from the manufacturer of a product, (C) purchases by WFM Stores from non natural grocery distributors including, but not limited to, broad-line food service distributors, non-food distributors and specialty distributors such as but not limited to cheese, produce, meat, seafood, or alcoholic beverage distributors. If at any time UNFI believes that WFM has not satisfied the conditions set forth in Section 3(a)(i) or 3(a)(ii), UNFI will notify WFM in writing. WFM will have 3 WFM Periods from receipt of such notice to adjust purchases to meet the requirements. If WFM fails to cure the noncompliance in 3 WFM Periods (calculated on a consecutive 13 WFM Period basis) from the receipt of notice, UNFI's sole remedy will be to renegotiate the "**Gross Profit Margin Percent**" identified on Exhibit B."

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3. Section 3 is amended to add the following as Section 3(e):

"(e) The parties agree that if UNFI purchases the assets or equity and/or otherwise assumes the rights and/or obligations of any entity which, at the time of such purchase/assumption, is providing products directly to WFM and/or acting as a distributor of other parties' products to WFM, then the following provisions shall apply during the remainder of the term of this Agreement: (i) if the products being supplied to WFM by such entity are the same or similar to the Products currently being provided by UNFI to WFM, then WFM may choose to bring such products under the definition of Products and require UNFI to sell such products under the terms of this Agreement, including without limitation WFM's purchase obligations set forth in Section 3(a) and UNFI's pricing obligations set forth in Section 7(a) and (ii) if the products being supplied to WFM by such entity are not the same or similar to the Products currently being provided by UNFI to WFM, then UNFI and WFM may choose to negotiate in good faith to include such products under the terms of this Agreement, with such changes as may be necessary or appropriate due to the nature of the products being included."

4. Section 6(e) is deleted in its entirety and replaced with the following:

"(e) <u>WFM Responsibility for Inventory</u>.

(i) <u>Termination of Private Label SKU or Control Label SKU</u>. Except for (x) Rejected Inventory, (y) inventory that is out of date or damaged or in unacceptable condition due to UNFI's acts or omissions including, but not limited to, improper storage, improper rotation, improper ordering, damage incurred during transportation by UNFI or its designees or (z) missing, short or lost Product (shrink), if WFM terminates a Private Label SKU or a Control Label SKU, WFM will be responsible for and will reimburse UNFI for the applicable Private Label SKU or Control Label SKU inventory held by UNFI not to exceed the greater of (i) a 90 day supply based upon the WFM Locations' past purchasing practices, or, if a new Product, projections provided in writing by WFM, or (ii) the supplier's minimum order quantity. If WFM instructs UNFI to destroy a Private Label SKU or a Control Label SKU held in inventory, UNFI will promptly arrange for the destruction of the applicable Products and will promptly provide WFM with a certificate of destruction covering all applicable Products.

(ii) <u>Overstock and Short-Dated Private Label SKU or Control Label SKU</u>. Subject to Section 6(e)(i) and UNFI's compliance with the Code Date Policy, each party's responsibility for overstocks and short-dated Private Label SKUs and Control Label SKUs is set forth on <u>Exhibit H</u> and is based on the amount of notice given to WFM and the level of inventory held by UNFI not to exceed the greater of (x) a 90 day supply based upon the WFM Locations' past purchasing practices, or, if a new Product, projections provided in writing by WFM, or (y) the supplier's minimum order quantity."

5. The Agreement is amended to add a Section 6(g) that reads as follows:

"(g) [*CONFIDENTIAL*]. [*CONFIDENTIAL*]. All items that require breakdown or "fingerprinting", as defined in <u>Exhibit J</u> ("**UNFI Unloading Policy**") will be assessed the same fees as all other items received at UNFI, pursuant to UNFI's applicable fee schedules. [*CONFIDENTIAL*]

6. Section 7(a)(iii) is deleted in its entirety and replaced with the following:

"(iii) EDLC Program. Certain Products will be included in a new program known as the WFM Everyday Low Cost Program (the "**EDLC Program**"). A Product will be included in the EDLC Program if WFM and the Product supplier or manufacturer agrees upon an every day low cost (an "**EDLC Cost**") for a Product that is resold by UNFI to WFM Locations ("**EDLC Products**"). If a bulk Product meets the criteria set forth on Exhibit I, the bulk Product will be included in the EDLC Program. For EDLC Products, the invoice price (the "**EDLC Invoice Price**") will equal [*CONFIDENTIAL*]. A Freight Charge will not be applied to Products that include freight in the EDLC Cost. UNFI will report to the supplier or manufacturer the applicable EDLC Product sales and deduct from or credit to the supplier or manufacturer the appropriate EDLC reconciliation amount (the "**EDLC Reconciliation Amount**"). The EDLC Reconciliation Amount will be equal to [*CONFIDENTIAL*]. The parties will work together to create forms and procedures to support the EDLC Program, including, but not limited to, a WFM EDLC Reconciliation Process and a WFM EDLC Program Form. WFM may change the amount of the [*CONFIDENTIAL*] at any time by giving UNFI written notice. The foregoing change will be reflected in the next EDI cost files transmitted to WFM and the new [*CONFIDENTIAL*] becomes effective at the start of the next UNFI Pricing Period for such EDI cost files, not to exceed nine weeks."

7. Section 8(a) is deleted in its entirety and replaced with the following:

"(a) Purpose. The parties acknowledge that UNFI may realize income from sales of Products to WFM Locations through various means including, but not limited to, (i) [*CONFIDENTIAL*] and (ii) [*CONFIDENTIAL*]. [*CONFIDENTIAL*]. UNFI represents to WFM that it will not attempt to circumvent the intent of this Section 8."

8. The following sentence is added to the end of Section 8(b):

[*CONFIDENTIAL*].

9. The first sentence of Section 8(c)(i)(y) is deleted in its entirety and replaced with the following:

"**Total Cost of Goods Sold**" means [*CONFIDENTIAL*].

10. The following language is added to the end of Section 8(d):

[*CONFIDENTIAL*].

11. The sentence in Section 10(d) that reads: [*CONFIDENTIAL*] is hereby deleted and replaced with the following: [*CONFIDENTIAL*]

12. Section 12 is deleted in its entirety and replaced with the following:

"12. Fill Rate. UNFI agrees to use commercially reasonable efforts to maintain a "fill rate" for each UNFI DC of at least [*CONFIDENTIAL*] meaning that [*CONFIDENTIAL*] or more of Products ordered by WFM Locations will be delivered on time and in good condition with the correct invoice and selection of Products. UNFI will provide a report to WFM once a week by UNFI DC of the actual dollar amount of Product filled and delivered on time by that UNFI DC and the dollar amount of the Products that would have been filled and delivered if that UNFI DC had a 100% fill rate. UNFI guarantees a "Minimum Fill Rate" of [*CONFIDENTIAL*] for each UNFI DC, excluding Products that are unable to be procured because of events outside UNFI and UNFI's supplier's reasonable control such as Acts of God, supplier strikes or national emergencies ("Applicable Products"). If any given UNFI DC fails to meet the Minimum Fill Rate for [*CONFIDENTIAL*] consecutive weeks, every week following until that UNFI DC meets the Minimum Fill Rate for a week, UNFI will pay each WFM Location affected (i.e. serviced by that UNFI DC) an amount equal to [*CONFIDENTIAL*] of the difference between the [*CONFIDENTIAL*] times the dollar amount of Products ordered that week and the dollar amount of the Products actually delivered pursuant to those orders ("**Fill Rate Penalty Fee**").

For example, if a UNFI DC fails to meet the Minimum Fill Rate for [*CONFIDENTIAL*] weeks in a row, each WFM Location that placed orders for Products from the UNFI DC that were due to be delivered during the [*CONFIDENTIAL*] week would be entitled to a payment calculated as follows. If the dollar amount of Applicable Products received by the WFM Location from the UNFI DC during week [*CONFIDENTIAL*] was $90,000 and there were $100,000 of Products ordered in corresponding purchase orders that were due to be delivered that week, the resulting fill rate would be [*CONFIDENTIAL*] for that WFM Location for that week. The difference between the actual fill rate dollar amount that week ($90,000) and the Minimum Fill Rate dollar amount [*CONFIDENTIAL*]. UNFI would owe that WFM Location a payment equal to [*CONFIDENTIAL*].

13. Section 13(a) is deleted in its entirety and replaced with the following:

"(a) Select Nutrition. If the total purchase price of Select Nutrition Product ordered (including OOS products meets the $ [*CONFIDENTIAL*] minimum order amount, UNFI will ship the Select Nutrition Products without a shipping fee. If WFM does not order the above minimum amount of Select Nutrition Products, WFM will be charged the cost of shipping to be a minimum of $[*CONFIDENTIAL*]. The new $[*CONFIDENTIAL*] minimum and effective cost of freight charges imposed will not take place until 6 months after the Amendment Date. Until such time the prevailing contract language and $ [*CONFIDENTIAL*] minimum will continue."

14. Section 15 is amended to add the following as Section 15(f):

"(f) Promotions Administration.

(i) Administration Activity. [*CONFIDENTIAL*].

(ii) Administration Fee. [*CONFIDENTIAL*].

15. Section 18(b) is deleted in its entirety and replaced with the following:

"(b) WFM Indemnity. WFM shall indemnify, defend and hold harmless UNFI and its parent, subsidiaries and affiliates, together with their stockholders, general and limited partners, members, managers, directors, officers, employees, agents, representatives, successors and assigns from and against any and all Liabilities arising out of, relating to or otherwise based upon (i) any actual or alleged violation by WFM of any federal, state or local law, including any statute, ordinance, administrative order, rule or regulation; (ii) any negligence or willful misconduct of WFM or any of its employees or agents; (iii) the breach or alleged breach of any term of this Agreement; (iv) WFM's failure to purchase UNFI's Private Label SKU inventory and/or Control Label SKU inventory on condition that UNFI is in compliance with Section 6 of the Agreement and UNFI has no greater than (x) a 90 day supply of the Product based upon the WFM Locations' past purchasing practices, or, if a new Product, projections provided in writing by WFM, or (y) the Product supplier's minimum order quantity; and (v) the employment, presence or activities of WFM or its employee or contractor on any UNFI premises related to this Agreement (including, but not limited to, all personal injury, wage and hour, wrongful termination, harassment, discrimination, workers compensation, disability, tort, strict liability or contract claims or demands)."

16. Section 23(e) of the Agreement is deleted in its entirety and replaced with the following:

"(e) Amendment; Assignment; Binding Effect. This Agreement may not be amended or modified except by a writing signed by an authorized officer of each party specifically referencing this Agreement and the intent to amend or modify. It is agreed that neither party shall transfer or assign this Agreement or any part hereof or any right arising hereunder, by operation of law or otherwise, without the prior written consent of the other party. A "**Change of Control**" shall be deemed to be an assignment for purposes of this Agreement. Any purported assignment (including a Change of Control) without consent shall be void and of no force or effect. Subject to the foregoing, this Agreement shall be binding on the respective parties and their permitted successors and assigns. A "**Change of Control**" means (A) any transaction or series of related transactions in which a party or group, acting in concert, acquires beneficial ownership of more than 50% of the equity interests in a party or its direct or indirect parent, or (B) a merger or consolidation of another entity with or into a party or its direct or indirect parent, with the effect that any third party becomes beneficial owner of more than 50% of the equity interests of a party or its direct or indirect parent. Notwithstanding anything to the contrary stated above, WFM may assign this Agreement to any direct or indirect affiliate (whether or not such assignment results in a Change of Control) without obtaining the consent of UNFI."

17. The Agreement is amended to add a Section 23(o) that reads as follows:

"(o) Third-Party Outsourcing. UNFI shall not outsource any internal functions or services that would result in a direct or indirect pass-through charge to Product manufacturers or suppliers without the prior written consent of WFM. For example, third-party transportation, customer service, IT and accounting."

18. The Agreement is amended to add a Section 23(p) that reads as follows:

"(p) Without the prior written consent of WFM, UNFI shall not [*CONFIDENTIAL*] Nothing in this section shall prevent UNFI from adjusting costs to reflect government mandates.

19. Exhibit A is deleted in its entirety and replaced with the attached Exhibit A.

20. Exhibit B is deleted in its entirety and replaced with the attached Exhibit B.

21. Exhibit C is amended to add the attached addendum for the Southern Pacific Region Stores located in the state of Hawaii.

22. This Amendment may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Fax, email and other electronic transmissions are considered originals for all purposes.

23. All other terms of the Agreement shall remain in full force and effect

[*Signature page follows*]

The parties have entered into this First Amendment as of the date set forth in the opening paragraph.

Whole Foods Market Distribution, Inc.,
a Delaware corporation

By: /s/ Walter Robb
Walter Robb, CEO

United Natural Foods, Inc.

By: /s/ Steven L. Spinner
Steven L. Spinner, President and CEO

Whole Foods Market Exhibit A to First Amendment

Fiscal Period Calendar

Period	Week	Fiscal 2006	Fiscal 2007	Fiscal 2008	Fiscal 2009	Fiscal 2010	Fiscal 2011
1	1	10/02/05	10/01/06	10/07/07	10/05/08	10/04/09	10/03/10
	2	10/09/05	10/08/06	10/14/07	10/12/08	10/11/09	10/10/10
	3	10/16/05	10/15/06	10/21/07	10/19/08	10/18/09	10/17/10
	4	**10/23/05**	**10/22/06**	**10/28/07**	**10/26/08**	**10/25/09**	**10/24/10**
2	5	10/30/05	10/29/06	11/04/07	11/02/08	11/01/09	10/31/10
	6	11/06/05	11/05/06	11/11/07	11/09/08	11/08/09	11/07/10
	7	11/13/05	11/12/06	11/18/07	11/16/08	11/15/09	11/14/10
	8	**11/20/05**	**11/19/06**	**11/25/07**	**11/23/08**	**11/22/09**	**11/21/10**
3	9	11/27/05	11/26/06	12/02/07	11/30/08	11/29/09	11/28/10
	10	12/04/05	12/03/06	12/09/07	12/07/08	12/06/09	12/05/10
	11	12/11/05	12/10/06	12/16/07	12/14/08	12/13/09	12/12/10
	12	**12/18/05**	**12/17/06**	**12/23/07**	**12/21/08**	**12/20/09**	**12/19/10**
4	13	12/25/05	12/24/06	12/30/07	12/28/08	12/27/09	12/26/10
	14	01/01/06	12/31/06	01/06/08	01/04/09	01/03/10	01/02/11
	15	01/08/06	01/07/07	01/13/08	01/11/09	01/10/10	01/09/11
1st Qtr	**16**	**01/15/06**	**01/14/07**	**01/20/08**	**01/18/09**	**01/17/10**	**01/16/11**
5	17	01/22/06	01/21/07	01/27/08	01/25/09	01/24/10	01/23/11
	18	01/29/06	01/28/07	02/03/08	02/01/09	01/31/10	01/30/11
	19	02/05/06	02/04/07	02/10/08	02/08/09	02/07/10	02/06/11
	20	**02/12/06**	**02/11/07**	**02/17/08**	**02/15/09**	**02/14/10**	**02/13/11**
6	21	02/19/06	02/18/07	02/24/08	02/22/09	02/21/10	02/20/11
	22	02/26/06	02/25/07	03/02/08	03/01/09	02/28/10	02/27/11
	23	03/05/06	03/04/07	03/09/08	03/08/09	03/07/10	03/06/11
	24	**03/12/06**	**03/11/07**	**03/16/08**	**03/15/09**	**03/14/10**	**03/13/11**
7	25	03/19/06	03/18/07	03/23/08	03/22/09	03/21/10	03/20/11
	26	03/26/06	03/25/07	03/30/08	03/29/09	03/28/10	03/27/11
	27	04/02/06	04/01/07	04/06/08	04/05/09	04/04/10	04/03/11
2nd Qtr	**28**	**04/09/06**	**04/08/07**	**04/13/08**	**04/12/09**	**04/11/10**	**04/10/11**
8	29	04/16/06	04/15/07	04/20/08	04/19/09	04/18/10	04/17/11
	30	04/23/06	04/22/07	04/27/08	04/26/09	04/25/10	04/24/11
	31	04/30/06	04/29/07	05/04/08	05/03/09	05/02/10	05/01/11
	32	**05/07/06**	**05/06/07**	**05/11/08**	**05/10/09**	**05/09/10**	**05/08/11**
9	33	05/14/06	05/13/07	05/18/08	05/17/09	05/16/10	05/15/11
	34	05/21/06	05/20/07	05/25/08	05/24/09	05/23/10	05/22/11
	35	05/28/06	05/27/07	06/01/08	05/31/09	05/30/10	05/29/11
	36	**06/04/06**	**06/03/07**	**06/08/08**	**06/07/09**	**06/06/10**	**06/05/11**
10	37	06/11/06	06/10/07	06/15/08	06/14/09	06/13/10	06/12/11
	38	06/18/06	06/17/07	06/22/08	06/21/09	06/20/10	06/19/11
	39	06/25/06	06/24/07	06/29/08	06/28/09	06/27/10	06/26/11
3rd Qtr	**40**	**07/02/06**	**07/01/07**	**07/06/08**	**07/05/09**	**07/04/10**	**07/03/11**
11	41	07/09/06	07/08/07	07/13/08	07/12/09	07/11/10	07/10/11
	42	07/16/06	07/15/07	07/20/08	07/19/09	07/18/10	07/17/11
	43	07/23/06	07/22/07	07/27/08	07/26/09	07/25/10	07/24/11
	44	**07/30/06**	**07/29/07**	**08/03/08**	**08/02/09**	**08/01/10**	**07/31/11**
12	45	08/06/06	08/05/07	08/10/08	08/09/09	08/08/10	08/07/11
	46	08/13/06	08/12/07	08/17/08	08/16/09	08/15/10	08/14/11
	47	08/20/06	08/19/07	08/24/08	08/23/09	08/22/10	08/21/11

	48	**08/27/06**	**08/26/07**	**08/31/08**	**08/30/09**	**08/29/10**	**08/28/11**
13	49	09/03/06	09/02/07	09/07/08	09/06/09	09/05/10	09/04/11
	50	09/10/06	09/09/07	09/14/08	09/13/09	09/12/10	09/11/11
	51	09/17/06	09/16/07	09/21/08	09/20/09	09/19/10	09/18/11
4th	**52**	**09/24/06**	09/23/07	**09/28/08**	**09/27/09**	**09/26/10**	**09/25/11**
Qtr	**53**		**09/30/07**				

Whole Foods Market

Fiscal Period Calendar

Period	Week	Fiscal 2012	Fiscal 2013	Fiscal 2014	Fiscal 2015	Fiscal 2016	Fiscal 2017
1	1	10/02/11	10/07/12	10/06/13	10/05/14	10/04/15	10/02/16
	2	10/09/11	10/14/12	10/13/13	10/12/14	10/11/15	10/09/16
	3	10/16/11	10/21/12	10/20/13	10/19/14	10/18/15	10/16/16
	4	**10/23/11**	**10/28/12**	**10/27/13**	**10/26/14**	**10/25/15**	**10/23/16**
2	5	10/30/11	11/04/12	11/03/13	11/02/14	11/01/15	10/30/16
	6	11/06/11	11/11/12	11/10/13	11/09/14	11/08/15	11/06/16
	7	11/13/11	11/18/12	11/17/13	11/16/14	11/15/15	11/13/16
	8	**11/20/11**	**11/25/12**	**11/24/13**	**11/23/14**	**11/22/15**	**11/20/16**
3	9	11/27/11	12/02/12	12/01/13	11/30/14	11/29/15	11/27/16
	10	12/04/11	12/09/12	12/08/13	12/07/14	12/06/15	12/04/16
	11	12/11/11	12/16/12	12/15/13	12/14/14	12/13/15	12/11/16
	12	**12/18/11**	**12/23/12**	**12/22/13**	**12/21/14**	**12/20/15**	**12/18/16**
4	13	12/25/11	12/30/12	12/29/13	12/28/14	12/27/15	12/25/16
	14	01/01/12	01/06/13	01/05/14	01/04/15	01/03/16	01/01/17
	15	01/08/12	01/13/13	01/12/14	01/11/15	01/10/16	01/08/17
1st Qtr	**16**	**01/15/12**	**01/20/13**	**01/19/14**	**01/18/15**	**01/17/16**	**01/15/17**
5	17	01/22/12	01/27/13	01/26/14	01/25/15	01/24/16	01/22/17
	18	01/29/12	02/03/13	02/02/14	02/01/15	01/31/16	01/29/17
	19	02/05/12	02/10/13	02/09/14	02/08/15	02/07/16	02/05/17
	20	**02/12/12**	**02/17/13**	**02/16/14**	**02/15/15**	**02/14/16**	**02/12/17**
6	21	02/19/12	02/24/13	02/23/14	02/22/15	02/21/16	02/19/17
	22	02/26/12	03/03/13	03/02/14	03/01/15	02/28/16	02/26/17
	23	03/04/12	03/10/13	03/09/14	03/08/15	03/06/16	03/05/17
	24	**03/11/12**	**03/17/13**	**03/16/14**	**03/15/15**	**03/13/16**	**03/12/17**
7	25	03/18/12	03/24/13	03/23/14	03/22/15	03/20/16	03/19/17
	26	03/25/12	03/31/13	03/30/14	03/29/15	03/27/16	03/26/17
	27	04/01/12	04/07/13	04/06/14	04/05/15	04/03/16	04/02/17
2nd Qtr	**28**	**04/08/12**	**04/14/13**	**04/13/14**	**04/12/15**	**04/10/16**	**04/09/17**
8	29	04/15/12	04/21/13	04/20/14	04/19/15	04/17/16	04/16/17
	30	04/22/12	04/28/13	04/27/14	04/26/15	04/24/16	04/23/17
	31	04/29/12	05/05/13	05/04/14	05/03/15	05/01/16	04/30/17
	32	**05/06/12**	**05/12/13**	**05/11/14**	**05/10/15**	**05/08/16**	**05/07/17**
9	33	05/13/12	05/19/13	05/18/14	05/17/15	05/15/16	05/14/17
	34	05/20/12	05/26/13	05/25/14	05/24/15	05/22/16	05/21/17
	35	05/27/12	06/02/13	06/01/14	05/31/15	05/29/16	05/28/17
	36	**06/03/12**	**06/09/13**	**06/08/14**	**06/07/15**	**06/05/16**	**06/04/17**
10	37	06/10/12	06/16/13	06/15/14	06/14/15	06/12/16	06/11/17
	38	06/17/12	06/23/13	06/22/14	06/21/15	06/19/16	06/18/17
	39	06/24/12	06/30/13	06/29/14	06/28/15	06/26/16	06/25/17
3rd Qtr	**40**	**07/01/12**	**07/07/13**	**07/06/14**	**07/05/15**	**07/03/16**	**07/02/17**
11	41	07/08/12	07/14/13	07/13/14	07/12/15	07/10/16	07/09/17
	42	07/15/12	07/21/13	07/20/14	07/19/15	07/17/16	07/16/17
	43	07/22/12	07/28/13	07/27/14	07/26/15	07/24/16	07/23/17
	44	**07/29/12**	**08/04/13**	**08/03/14**	**08/02/15**	**07/31/16**	**07/30/17**
12	45	08/05/12	08/11/13	08/10/14	08/09/15	08/07/16	08/06/17
	46	08/12/12	08/18/13	08/17/14	08/16/15	08/14/16	08/13/17
	47	08/19/12	08/25/13	08/24/14	08/23/15	08/21/16	08/20/17
	48	**08/26/12**	**09/01/13**	**08/31/14**	**08/30/15**	**08/28/16**	**08/27/17**
13	49	09/02/12	09/08/13	09/07/14	09/06/15	09/04/16	09/03/17
	50	09/09/12	09/15/13	09/14/14	09/13/15	09/11/16	09/10/17
	51	09/16/12	09/22/13	09/21/14	09/20/15	09/18/16	09/17/17
4th	**52**	09/23/12	**09/29/13**	**09/28/14**	**09/27/15**	**09/25/16**	**09/24/17**
Qtr	**53**	**09/30/12**					

Whole Foods Market

Fiscal Period Calendar

Period	Week	Fiscal 2018	Fiscal 2019	Fiscal 2020	Fiscal 2021
1	1	10/01/17	10/07/18	10/06/19	10/04/20
	2	10/08/17	10/14/18	10/13/19	10/11/20
	3	10/15/17	10/21/18	10/20/19	10/18/20
	4	**10/22/17**	**10/28/18**	**10/27/19**	**10/25/20**
2	5	10/29/17	11/04/18	11/03/19	11/01/20
	6	11/05/17	11/11/18	11/10/19	11/08/20
	7	11/12/17	11/18/18	11/17/19	11/15/20
	8	**11/19/17**	**11/25/18**	**11/24/19**	**11/22/20**
3	9	11/26/17	12/02/18	12/01/19	11/29/20
	10	12/03/17	12/09/18	12/08/19	12/06/20
	11	12/10/17	12/16/18	12/15/19	12/13/20
	12	**12/17/17**	**12/23/18**	**12/22/19**	**12/20/20**
4	13	12/24/17	12/30/18	12/29/19	12/27/20
	14	12/31/17	01/06/19	01/05/20	01/03/21
	15	01/07/18	01/13/19	01/12/20	01/10/21
1st Qtr	**16**	**01/14/18**	**01/20/19**	**01/19/20**	**01/17/21**
5	17	01/21/18	01/27/19	01/26/20	01/24/21
	18	01/28/18	02/03/19	02/02/20	01/31/21
	19	02/04/18	02/10/19	02/09/20	02/07/21
	20	**02/11/18**	**02/17/19**	**02/16/20**	**02/14/21**
6	21	02/18/18	02/24/19	02/23/20	02/21/21
	22	02/25/18	03/03/19	03/01/20	02/28/21
	23	03/04/18	03/10/19	03/08/20	03/07/21
	24	**03/11/18**	**03/17/19**	**03/15/20**	**03/14/21**
7	25	03/18/18	03/24/19	03/22/20	03/21/21
	26	03/25/18	03/31/19	03/29/20	03/28/21
	27	04/01/18	04/07/19	04/05/20	04/04/21
2nd Qtr	**28**	**04/08/18**	**04/14/19**	**04/12/20**	**04/11/21**
8	29	04/15/18	04/21/19	04/19/20	04/18/21
	30	04/22/18	04/28/19	04/26/20	04/25/21
	31	04/29/18	05/05/19	05/03/20	05/02/21
	32	**05/06/18**	**05/12/19**	**05/10/20**	**05/09/21**
9	33	05/13/18	05/19/19	05/17/20	05/16/21
	34	05/20/18	05/26/19	05/24/20	05/23/21
	35	05/27/18	06/02/19	05/31/20	05/30/21
	36	**06/03/18**	**06/09/19**	**06/07/20**	**06/06/21**
10	37	06/10/18	06/16/19	06/14/20	06/13/21
	38	06/17/18	06/23/19	06/21/20	06/20/21
	39	06/24/18	06/30/19	06/28/20	06/27/21
3rd Qtr	**40**	**07/01/18**	**07/07/19**	**07/05/20**	**07/04/21**
11	41	07/08/18	07/14/19	07/12/20	07/11/21
	42	07/15/18	07/21/19	07/19/20	07/18/21
	43	07/22/18	07/28/19	07/26/20	07/25/21
	44	**07/29/18**	**08/04/19**	**08/02/20**	**08/01/21**
12	45	08/05/18	08/11/19	08/09/20	08/08/21
	46	08/12/18	08/18/19	08/16/20	08/15/21
	47	08/19/18	08/25/19	08/23/20	08/22/21
	48	**08/26/18**	**09/01/19**	**08/30/20**	**08/29/21**
13	49	09/02/18	09/08/19	09/06/20	09/05/21
	50	09/09/18	09/15/19	09/13/20	09/12/21
	51	09/16/18	09/22/19	09/20/20	09/19/21
4th	**52**	09/23/18	**09/29/19**	**09/27/20**	**09/26/21**
Qtr	**53**	**09/30/18**			

Exhibit B

[*CONFIDENTIAL*]

[*CONFIDENTIAL*]	[*CONFIDENTIAL*]	[*CONFIDENTIAL*]
[*CONFIDENTIAL*]	[*CONFIDENTIAL*]	[*CONFIDENTIAL*]
[*CONFIDENTIAL*]	[*CONFIDENTIAL*]	[*CONFIDENTIAL*]
[*CONFIDENTIAL*]	[*CONFIDENTIAL*]	[*CONFIDENTIAL*]
[*CONFIDENTIAL*]	[*CONFIDENTIAL*]	[*CONFIDENTIAL*]
[*CONFIDENTIAL*]	[*CONFIDENTIAL*]	[*CONFIDENTIAL*]
[*CONFIDENTIAL*]	[*CONFIDENTIAL*]	[*CONFIDENTIAL*]
[*CONFIDENTIAL*]	[*CONFIDENTIAL*]	[*CONFIDENTIAL*]

Exhibit C Addendum

Southern Pacific Region Stores Located in the State of Hawaii

This Exhibit C Addendum to the Agreement for Distribution of Products (the **"Agreement"**) dated September 25, 2006 between Whole Foods Market Distribution, Inc., a Delaware corporation ("**WFM**"), and United Natural Foods, Inc., a Delaware corporation ("**UNFI**") amends the Agreement to allow the Southern Pacific Region stores located in the State of Hawaii to use UNFI as its Primary Distributor pursuant to the following terms and conditions:

1. Delivery — If WFM chooses to have UNFI deliver product to a Freight Forwarder or other location WFM shall designate, said location must be within a 100 mile radius of a UNFI distribution center.

2. Standard Credit Policy

   a. Billed Not Received (BNR) — A freight claim should be filed with the carrier on significant BNR's such as a missing pallet. UNFI will review any significant quantities for verification of pallets signed for on the Bill of Lading.
   b. [*CONFIDENTIAL*].
   c. Damage-freight claim should be filed with the carrier.
   d. [*CONFIDENTIAL*].
   e. Product Delivery Temperature — UNFI will not issue credit for products delivered at too high or too low temperatures. A freight claim should be field with the carrier.
   f. [*CONFIDENTIAL*]. See Standard Credit Policy, Exhibit E for Consumer Returns.

3. Credit Allowance Credit Policy

   a. Billed Not Received — A freight claim should be filed with the carrier.
   b. Damaged — A freight claim should be filed with the carrier.
   c. [*CONFIDENTIAL*].
   d. Product Delivery Temperature —UNFI will not issue credit for products delivered at too high or too low temperatures. A freight claim should be filed with the carrier.
   e. [*CONFIDENTIAL*].

4. Code Date Policy — Same as Exhibit G in the Agreement from invoice date, [*CONFIDENTIAL*]
   a. Frozen — [*CONFIDENTIAL*]. A freight claim should be filed with the carrier.

All terms not defined herein will have the meeting set forth in the Agreement. This Exhibit C is dated January 7, 2009.

Whole Foods Market Distribution, Inc.,
a Delaware corporation

By:
Name Printed: Maren Giuliano
Title: Executive Coordinator of Purchasing

Exhibit H

**PRIVATE LABEL SKU AND CONTROL LABEL SKU
OVERSTOCK AND SHORT-DATED AGREEMENT**

1) Overstock and Short-Dated responsibility chart:

DRY/FROZEN [*CONFIDENTIAL*]	UNFI	WFM
REFRIGERATED (with normally 30 days minimum code) [*CONFIDENTIAL*]	UNFI	WFM

2) WFM authorizes in advance these autoships:

DRY/FROZEN — Total quantity divided proportionally between the WFM Stores serviced by the UNFI DCc at which the Product is inventoried at 6 weeks from expiration.

DAIRY — Total quantity divided proportionally between the WFM Stores serviced by the UNFI DC at which the Product is inventoried at 3 weeks from expiration.

If the initial notice given is less than 6 weeks on dry/frozen, and less than 3 weeks on refrigerated, UNFI will remove the percentage of stock it is responsible for before performing any autoships. This way the least possible amount of short-dated product is shipped to WFM Stores. Any Product removed from inventory will be food banked or otherwise donated by UNFI.

3) UNFI will automatically remove from inventory any products:

DRY/FROZEN — Dated 2 weeks or less from expiration
DAIRY — Dated 1 week or less from expiration

Loss will be assigned as noted in section 1 above, and debits or other reimbursement will be arranged with WFM if appropriate.

4) UNFI and WFM agree that unusual circumstances may justify a different course of action than would otherwise be indicated by this agreement, and that Refrigerated products that normally have less than 30 days minimum code will be handled on a case-by-case basis.

EXHIBIT I

EDLC Bulk Products Process

1. **Criteria for establishing EDLC Bulk Products.** WFM shall maintain a list of monitored bulk Products. The initial monitored list is set forth below:

[*CONFIDENTIAL*]

In order to change the price or establish a bulk Product under the EDLC Program the following process shall be utilized:

- Does the cost change email include a monitored item? If yes, go to next step.
- [*CONFIDENTIAL*]
- [*CONFIDENTIAL*]
- The earliest regional cost-plus price change effective date will be considered the national effective date.
- [*CONFIDENTIAL*]
- [*CONFIDENTIAL*]
- If the item currently has an EDLC, it should be ended the day before the national effective date.
- Email wfmedlc@wholfoods.com with instructions to end any existing EDLC and/or enter the new EDLC. Ideally, EDLC updates should be data-entered before the 1st day of the pricing month prior to the earliest price change date (so they'll be picked up by the EDI price file for that month). Copy the appropriate WFM contact on this email for auditing purposes.

2. **Business Analysis**. The appropriate UNFI party shall end and/or enter the EDLC's and confirm internally when that process is complete.

3. **Additional Notes.** WFM price changes will automatically be picked up by the EDI price files, and included in any future bid/cost reports. Because UNFI pricing may include inbound freight and also because the Delivery Upcharge component is based on UNFI's regular landed cost, the final prices to WFM may sometimes vary by UNFI DC.

Exhibit J

Section A:

[*CONFIDENTIAL*]

Section B:

"Fingerprint" — Defined as an unloading activity type where the order quantities delivered do not meet the "DC minimum pallet height requirements" and therefore require additional handling before being moved to a warehouse storage location. UNFI and WFM agree to negotiate DC minimum pallet height requirements that reasonably meet the needs of both parties.

Exhibit K

unfi
DRIVEN BY NATURE

2010 Policies and Guidelines
Supplier Packet

This 2010 UNFI® Supplier Packet is intended to be used in conjunction with a formal signed contract, and outline the general expectations and requirements for a successful relationship between our companies.

UNFI offers many successful promotional and marketing vehicles to support your products to the trade and to consumers. Your UNFI Purchasing Category Manager will be able to give you comprehensive information on these programs.

If you have any questions regarding any sections of this document, please contact our New Item Coordinator or your UNFI Purchasing Category Manager.

The policies stated in this packet supersede any policies submitted by suppliers to UNFI unless special exceptions have been made by an authorized member of UNFI management.

TABLE OF CONTENTS

UNFI WAREHOUSE LOCATIONS

Eastern Region Warehouses

Dayville, CT
260 Lake Road
Dayville, CT 06241-0999
(860) 779-2800
(800) 877-8898

Atlanta, GA
100 Lakeview Court S.W.
Atlanta, GA 30336
(404) 346-0960
(800) 676-4667

Chesterfield, NH
171 Stow Drive
Chesterfield, NH 03443
(603) 256-3000
(800) 451-2525

Greenwood, IN
655 Commerce Pkwy East Drive
Greenwood, IN 46143
(317) 865-7140
(800) 814-0819

Iowa City, IA
2340 Heinz Road
Iowa City, IA 52240
(319) 337-4471
(800) 323-2131

Sarasota, FL
6272 McIntosh Road
Sarasota, FL 34238
(914) 925-6600
(800) 520-6982

York, PA
225 Cross Farm Lane
York, PA 17406
(717) 266-7800
(800) 336-4557

Leicester, MA
88 Huntoon Memorial Highway
Leicester, MA 01524
(508) 892-8171
(800) 643-8130

Harrison, AR
P.O. Box 790
401 Hwy. 43 East & Cottonwood Road
Harrison, AR 72602-0790
(870) 741-3425
(800) 643-8130

Western Region Warehouses

Seattle, WA
22 30th Street NW, Ste. 102
Auburn, WA 98002
(253) 333-6769
(800) 336-8872

Portland, OR
7909 S. Union Ridge Parkway
Ridgefield, WA 98642
(870) 741-3425

Denver, CO
15965 E 32nd Avenue
Aurora, CO 80011
(303) 360-8459
(800) 522-7633

Rocklin, CA
1101 Sunset Boulevard
Rocklin, CA 95765
(916) 625-4100
(800) 679-8735

Moreno Valley, CA
22150 Goldencrest Drive
Moreno Valley, CA 92553
(916) 625-4100
(877) 697-0013

Eastern Region Contacts	Western Region Contacts

Advertising Contract Questions

Catherine Bryson, cbryson@unfi.com	Rhonda Hill, rhill@unfi.com

Invoices

Attn: Accounts Payable PO Box 567 Keene, NH 03431	Attn: Accounts Payable 1101 Sunset Blvd Rocklin, CA 95765 AP Hotline 800-679-8735 x53451

Inside Sales / Customer Service Departments

Attn: Director of Customer Service Barbara Laliberte 260 Lake Rd Dayville, CT 06241	Attn: Director of Customer Service Michele Nielsen 1101 Sunset Blvd Rocklin, CA 95765

International Business Questions

InternationalCustServ@unfi.com

Pricing and Price Change

Personal Care and Supplements: tdalterio@unfi.com AND Send to your UNFI Buyer/Category Manager	pricecode@unfi.com AND Send to your UNFI Buyer/Category Manager

Product Recalls

Pat Blouin, pblouin@unfi.com	Robert Bishop, rbishop@unfi.com

Routing/Receiving Questions

Thomas Shaffer, tshaffer@unfi.com 860-779-2800 x32539	Tiffany Vetos, tvetos@unfi.com 860-779-2800 x 54206

Show Orders

Show Orders are requested to be submitted when exiting the Show Floor. If required, can be mailed within 2 days to: Mark Slattery, mslattery@unfi.com 260 Lake Rd, Dayville, CT 06241	Show Orders are requested to be submitted when exiting the Show Floor. If required, can be mailed within 2 days to: Attention Show Orders 1101 Sunset Blvd, Rocklin, CA 95765-3750

Special Orders, Drop Ships and Direct Pallets/Truckloads Policy

For authorization for a direct ship/bill-through or direct pallet/truckload

Ruth Slade, rslade@unfi.com	Kathy Gonzalez, kgonzalez@unfi.com 800-679-8735 x5351

Turnovers

See page 10 for definition

turnovereast@unfi.com Fax 860-779-9152	turnovers@unfi.com Fax 916-625-4198

EDLP Hotline

See Page 9 for definition

EDLPEast@unfi.com	edlpwest@unfi.com 916-625-4100 x53387

Deductions Hotline

deductioncoordinatoreast@unfi.com	deductionswest@unfi.com 916-624100 x53341

Purchasing Department Contact for New Suppliers

newvendor@unfi.com	New_vendors_inquiry@unfi.com

I. GENERAL POLICIES AND GUIDELINES

A. UNFI CODE OF CONDUCT

UNFI's Code of Conduct for Suppliers is attached as Exhibit A. We require all of our suppliers to sign off indicating their agreement to comply with the applicable laws and practices listed. Please return the completed form to your Buyer or Category Manager.

B. GENETICALLY MODIFIED ORGANISMS (GMOs)

UNFI supports sustainable agriculture and organic farming, and we are significantly concerned about the proliferation of genetically modified organisms (GMOs) in foods. We support a moratorium on the use of GMOs, until more in-depth research on their long-range consequences is completed. We will persistently work with all of our food suppliers to determine what they can guarantee about GMOs in their products, and to provide the most assurance we can that our products have not been grown, processed or handled with any technology of genetic modification. Food manufacturers must provide a written statement on company letterhead specifying their position on GMOs.

C. PESTICIDES

1. A pesticide may be defined as any substance intended to control, destroy, repel, or attract a pest. Any living organism that causes damage or economic loss or transmits or produces disease may be the target pest. Pests can be animals (like insects or mice), unwanted plants (weeds), or microorganisms (like plant diseases or "germs," that is, viruses and bacteria). Pesticide products include not only insecticides and herbicides, but many products not typically thought of as pesticides, including algicides (such as pool chlorine), disinfectants and sanitizers (such as toilet bowl cleaner), repellants (such as mosquito repellent), rodenticides (rat poison), and fungicides (like rose dust).

2. Pesticides are required to be registered by the Federal Government and certain states, including California. California also requires pesticide manufacturers to pay an assessment on sales of pesticides sold in the state.

3. Before selling any product to UNFI, suppliers must complete UNFI's Pesticide Questionnaire, which can be obtained from your Buyer/Category Manager.

D. GIFT POLICY

UNFI employees cannot accept gifts or travel worth $100 or more without senior management approval.

E. MISCELLANEOUS FEES

[*CONFIDENTIAL*].

F. PRESS RELEASE POLICY

UNFI senior management must pre-approve any reference to UNFI in a press release or print publication ***prior to*** publication or distribution.

G. RECALL INFORMATION

In the event of a product recall, please contact:

Eastern Region
Pat Blouin — Purchasing Compliance Manager
603-256-3000 x42254 or pblouin@unfi.com

Western Region
Robert Bishop — Purchasing Compliance Manager
303-360-8459 or rbishop@unfi.com

H. ORGANIC AND KOSHER CERTIFICATION

For an item to be identified as Organic and/or Kosher in UNFI publications, UNFI <u>must</u> have a current Organic and/or Kosher certificate on file. These certificates are required before items can be set up in UNFI's systems. Forward all renewal certificates to your UNFI buyer/Category Manager annually.

I. PRODUCT LOSS CLAIMS

Product Loss Claims ("PLCs") are generated in 3 ways: defective product reported by retailers, product returned by consumers to our retail customers, and shelf worn product.

1. Defective product — this includes defects in product that may not be apparent until the case is opened by the retailer, such as poorly sealed product, tops/ends not glued shut, dented cans/damaged boxes inside a sealed, undamaged case, and product that spoils before the expiration date on the product.

2. Consumer returns — Customer returns are products returned by the Consumer to the Retailer where they purchased it. UNFI does not require an explanation report for these returns except in the rare case of excessive quantities being returned.

3. Shelf worn product — See Supermarket Program.

PLCs are reported monthly by division, and are deducted at UNFI's wholesale price. This covers the costs incurred on top of the invoice price, including stocking, picking and shipping the defective product. Except for some full cases or excessive quantities, PLC products are not picked up by UNFI, but are destroyed at the store level.

J. UNSALEABLE PRODUCTS

Unsaleable products will be disposed of as mutually agreed between the supplier and UNFI. Depending on the method of disposition, the following fees will apply. If there is no specific agreement between supplier and UNFI, option D below will apply:

[*CONFIDENTIAL*]

K. SUPERMARKET DIVISION PRODUCT PLACEMENT

Suppliers that wish to have their products considered for the UNFI Supermarket Program must complete the Supermarket Program form, which can be obtained from your Buyer/Category Manager, and support their line by complying with the following requirements. The Supermarket New Store/New Item Opening Order Program terms are as follows:

[*CONFIDENTIAL*].

4. The program includes physical set-up and cut-in at store level. Please see the Supermarket Opening Order Program form in this packet.

5. The Supermarket Channel expects and receives credit for products that are removed from the shelf for a variety of reasons, including but not limited to discontinuation (by supplier, UNFI, or chain), dating, shelf worn or damage. [*CONFIDENTIAL*].

L. W9 FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

A W9 Tax payer Identification Number and Certificate with live or electronic signature must be on file with UNFI. Visit http://www.irs.gov/pub/irs-pdf/fw9.pdf to retrieve the form.

M. PRODUCT CORRESPONDENCE

All correspondence regarding products must be directed to the appropriate buyer/category manager and will require a twelve-digit UPC number and UNFI item numbers. Such correspondence may include, but is not limited to:

1. New product announcements

2. Promotions

3. Size, pack, and description changes

4. Price lists and updates

N. SUPPLIER CHANGES

1. Changes to supplier ownership structure, payment terms, or address must be submitted in writing and received 60 days prior to their effective date. This information should be sent to:

East:	Pricing and Coding Dept 260 Lake Rd. Dayville, Ct 06241 AND to your UNFI Buyer	West:	UNFI Pricing and Coding Dept. 1101 Sunset Blvd Rocklin, CA 95765 AND to your UNFI Buyer

2. Changes to the FOB address may affect freight rates which could in turn affect wholesale price.

O. SUPPLIER FREIGHT/ PICK UP ALLOWANCE

If supplier chooses to offer a pick-up allowance, please fill out the Freight/Pick-up Allowance Form, which can be obtained from your Buyer/Category Manager.

P. SUPPLIER DISCOUNT PROGRAMS WITH MUTUAL CUSTOMERS

If supplier negotiates a discount deal with a mutual retail customer that requires UNFI to undertake certain extra administrative work (such as manual tracking, special reporting, etc.), [*CONFIDENTIAL*].

Q. OFFSETS

UNFI reserves the right to offset payments due from suppliers against payments made to suppliers.

II. NEW PRODUCT INFORMATION

A. NEW PRODUCT INTRODUCTIONS

1. All new product introductions must be supported by [*CONFIDENTIAL*].

2. [*CONFIDENTIAL*].

B. PRODUCT SAMPLES POLICY

1. [*CONFIDENTIAL*].

2. New product samples will be pulled from inventory for Sales, Customer Service, Marketing and Planograms (defined below).

3. Samples of regularly inventoried items (not new products) also may be pulled from inventory for the purpose of introducing your products to selected customers (supermarket, food service, chains) that do not currently stock your products or in order to photograph your products for use in our publications (e.g., Consumer Circular, UNFI website)

C. PLANOGRAMS

1. Planograms are Internet-based product displays that are used in merchandising.

2. Please send front view COLOR image of individual product (no group shots) as sold at retail in jpg format, approximately 150K. Please title file with the product's full 12 digit UPC number. Include product dimensions as sold at retail — height, width and depth.

3. Upload file to FTP site FTP//FTP3.UNFI.com/TO-UNFI. Copy or cut/paste the file.

4. Please send e-mail to Retailimageservices@unfi.com so UNFI can retrieve the images or mail CD to UNFI, Retail Space Management Assistant, 260 Lake Road, Dayville, CT 06241

D. [*CONFIDENTIAL*].

E. NEW STORE OPENING/RESET/EXPANSIONS

1. When a new store opens or when an existing store undergoes a significant expansion or move, UNFI will expect strong support from our suppliers.

2. Most new and/or expanding retailers expect either a free fill or a large discount.

3. Please complete the appropriate discount consent form specifying the discount authorized for New Store Opening orders, and resets, which can be obtained from your Buyer/Category Manager. Send the completed form to the contacts listed on the form.

4. A hard copy authorization is needed for all discounts and free fills using the appropriate form.

5. When completing the forms, please note the following:

   [*CONFIDENTIAL*].

6. Discounts may be updated on an annual basis. If you elect to change the discounts, the new form must be received no later than December 1st in order to apply those changes for the new calendar year.

7. Some larger chains run their own customized new store opening/reset programs. Suppliers may be contacted by UNFI separately about participation in these programs.

IIII. PRODUCT PROMOTIONS

A. ADVERTISING AND MARKETING

UNFI's Advertising and Marketing Programs have been designed to keep your products visible to our customers. UNFI is proud of the quality of our publications and the wealth of information provided to our customers. We offer excellent opportunities for you to tell your own unique story.

B. ANNUAL ADVERTISING CONTRACT

UNFI encourages every supplier to participate in an annual advertising program. These programs are vitally important for the long-term growth and success of your product line. Suppliers with advertising contracts have priority when products are being considered for additional marketing opportunities

C. TABLETOP SHOWS

UNFI produces six tabletop shows per year. Suppliers are encouraged to participate in these shows to promote their products.

D. [*CONFIDENTIAL*].

E. [*CONFIDENTIAL*].

F. EVERYDAY LOW PRICING (EDLP)

1. EDLPs (Every Day Low Pricing) are retailer specific deals submitted by a supplier/broker for a minimum of 30 days. EDLPs submitted for any store that is a member of a chain will be honored for all members of that chain.

2. [*CONFIDENTIAL*].

3. [*CONFIDENTIAL*].

4. It is the supplier/broker's responsibility to know when their EDLPs end. [*CONFIDENTIAL*].

5. [*CONFIDENTIAL*].

6. Changes to product pricing or pack size, additions/deletions of SKUs, or introduction of new seasonal or special promotional items, that necessitate a change to the original EDLP are the responsibility of the Supplier/Broker and must be addressed by submitting new EDLP paperwork. Credits will not be issued for discounts missed due to late paperwork for changes.

7. In the event disputes arise regarding discounts, UNFI may attempt to facilitate discussions between the affected parties to resolve the dispute.

8. [*CONFIDENTIAL*].

G. TURNOVER POLICIES

UNFI defines a turnover order as any one-time deal a store has authorized a supplier or broker to submit. A turnover can be for the purposes of basic stocking, line extension, promotion, store demonstration, store expansion, new store opening, new product placement or product replacement.

1. **Turnover Order Requirements and Guidelines**

Order quantities on turnover orders should reflect the case pack (unit of issue) of the distributor. A general guideline is that groceries are sold by case, whereas personal care and supplements are sold by the each. The broker/supplier is responsible for submitting the correct selling unit on all turnovers. Quantities will be entered for the case pack of the product number submitted. Any resulting errors, over-shipments or increased MCBs are the responsibility of the supplier/broker.

a. [*CONFIDENTIAL*].

b. UNFI item code numbers and store account numbers <u>must</u> be on all turnover orders. The person submitting the order must provide their name, phone number, fax number, and name of company on all orders. The retailer buyer's name and store address also must be included.

c. Only UNFI will determine the UNFI contribution to deals.

d. For ad items, demo products, or holiday stock we require a [*CONFIDENTIAL*] lead time. Please specify on the order that it is product for an ad, demo, or holiday or case stack/end-cap display and clearly indicate the date the product is needed at the store.

e. UNFI keeps all hard and electronic copies of turnovers. Any credits and/or returns will be evaluated and handled in conjunction with UNFI's credit policy.

f. All promotional items must be delivered within the published dates specified on the front cover of our Monthly Specials book.

g. [*CONFIDENTIAL*].

h. [*CONFIDENTIAL*].

i. [*CONFIDENTIAL*].

j. Please use one ship date and one store per order form page.

k. [*CONFIDENTIAL*].

l. [*CONFIDENTIAL*].

2. Turnover Lead Time and Submission Requirements:

a. Turnover orders require lead time of 48 hours to process to insure accurate discounts are entered. UNFI requires all orders to be prior to the customer's order deadline. Please do not expect an order to ship the same day it is submitted.

b. All turnover orders must be emailed or faxed on a turnover form. UNFI East has an automated system that allows turnovers to be submitted via web services or a web portal. UNFI will provide a sample turnover form upon request. If using your own form, it must be presented on manufacturer or brokerage letterhead. Please see the contacts page for fax number and email address information.

c. UNFI will provide an e-mail order receipt confirmation.

d. Discount authorization paperwork is required for all orders at the time of data entry; for this reason we are unable to accept verbal turnover orders.

IV. SHIPPING AND RECEIVING PRODUCT

A. BACK ORDERS

UNFI does not accept back orders.

B. BIOTERRORISM ACT OF 2002

The Establishment and Maintenance of Records under the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the "Bioterrorism Act") states, in part:

> "Persons who manufacture, process, pack, distribute, receive, hold, or import food in the United States must establish and maintain the following records to identify the immediate previous sources and immediate subsequent recipients for all food they receive: Name, address, telephone number and, if available, fax number, and e-mail address of the immediate previous source and subsequent recipient; adequate description; date received or released; for persons who manufacturer, process, or pack food, the lot or code number or other identifier; quantity and how the food is packaged; and name, address, telephone number and, if available, fax number, and e-mail address of the transporter who transported the food to and from you".

Therefore, all deliveries to UNFI of products covered by the Bioterrorism Act (i.e. "food" and beverages for humans and animals and related packaging, all as defined in the Bioterrorism Act) will be subject to the following requirements to assist us in complying with the provisions of the Bioterrorism Act:

C. DISTRIBUTION CENTER DELIVERY RECEIVING

Each driver will be required to supply the following information to the UNFI receiving or shipping office personnel of our distribution center at the time of their scheduled check-in:

1. Driver's name and photo proof of identity, which will be photocopied.

2. Acceptable photo proof of identity: valid CDL's, and/or company issued photo badge identification.

3. Transporter/carrier company name and street address, city, state, zip code and main telephone number (Please note: a P.O. Box address is not sufficient.), and, if available, fax number and email address.

Any driver unable to supply this information or refusing this request will not be allowed to load or unload his/her vehicle at our distribution centers.

UNFI reserves the right to refuse products that appear to have been tampered with.

D. DATE CODES

1. UNFI requests that all products from the supplier be identified with an open coded shelf life or use by date. This date should be on the product as well as printed on the outside of the shipping case. UNFI requires that all items with closed codes be identified with the actual expiration date on the product and by item on the packing slip and bill of lading.

2. UNFI requires that the supplier provide in writing to the appropriate buyer/category manager updated information regarding production shelf life and guaranteed minimum shelf life at time of receipt. UNFI requires that the shelf life of all products be at least 75% of the production shelf life at the time of receipt.

3. If products do not have a human readable, calendar expiration date on the outside shipping case, UNFI will bill-back any products that are not sold before the expiration date on the package as this situation prevents UNFI from utilizing our date code tracking system.

E. MIS-SHIPS AND SHORTAGES

1. In the event a mis-ship occurs and UNFI receives product that was not ordered, UNFI will notify supplier of product and inventory count of items.

2. UNFI will charge back freight costs for all returned products.

3. Supplier must make its own arrangements for pick-up.

4. [*CONFIDENTIAL*].

5. Supplier must notify buyer of shortages before delivery or pickup.

F. PALLET EXCHANGE POLICY

1. [*CONFIDENTIAL*].

2. The delivery bill of lading and invoice must indicate the number and type of pallets exchanged ("ins and outs") for us to authorize payment.

3. UNFI does not participate in any pallet pool programs (e.g. Chep) nor will we accumulate pallets for return.

4. UNFI does not accept iGPS plastic pallets

G. SHIPPING AND RECEIVING REQUIREMENTS

1. The instructions, when followed, will allow UNFI to receive and distribute your product properly. Adherence to the instructions is necessary for effective distribution, inventory control and processing of Accounts Payable paperwork.

2. The following required procedures maximize the efficiency of our operations, allowing UNFI to deliver your product to our customers in the timeliest manner possible. [*CONFIDENTIAL*].

a. All carriers must make an appointment with the appropriate inbound receiving department 48 hours prior to arrival. Three days is recommended. Appointments are granted on a first come, first serve basis and not guaranteed. UNFI reserves the right to grant appointment times based on business demands. Carrier charge backs for appointment fees will not be accepted for prepaid shipments. Any fees charged will be deducted from supplier invoice. Appointment fees can be removed through negotiations with your carriers. [*CONFIDENTIAL*]. Force Majeure* will be considered a consented delay and no charge will apply.

b. Carrier must communicate all release/PO numbers to be delivered.

c. All orders must be palletized, shrink wrapped, and on a good quality *"GMA" 4-WAY* 40" x 48" pallet. We do not accept European pallets. Pallets should be built to maximize space within the constraints of packaging. [*CONFIDENTIAL*]. In the event that re-stacking the pallet(s) is not possible, charges for lost space on the truck will apply, plus any other applicable fees described herein.

d. Product must not hang over pallet more than 2". All products are to be appropriately packaged to limit damage. Glass or canned items should be sealed in corrugated cartons whenever possible. Poorly packaged products may be subject to supplier charge back.

e. All products will be palletized on standard GMA pallets according to the TI/HI specifications when provided by UNFI. Any time multiple SKUs are shipped on a pallet they must be separated by a slip sheet or they will be subject to lumper fees. Fees related to the breakdown or re-stacking of products failing to be shipped in proper TI/HI or on substandard pallets will be the carriers' responsibility for prepaid shipments, plus any applicable fees described elsewhere herein.

f. Prepaid suppliers will provide, or have their selected delivery carrier provide, the manpower to sort and segregate the entire shipment. In the event UNFI is charged for said sort and segregation, the charge plus applicable fees in stated required procedures will be charged back to the supplier.

g. All shipments must have a release/PO number and consignee name clearly marked on the front and back of each pallet. This is very important, as we haul freight for many of our divisions.

h. Each bill of lading must be accompanied by a detailed packing slip for each release/PO being delivered.

i. The transfer or shipping of organic products should be in compliance with the USDA National Organic Program.

j. Products shipped in the same carrier as hazardous materials will be refused by UNFI warehouse receiving.

k. [*CONFIDENTIAL*].

l. Pallets with damaged or leaking products will be re-stacked by the carrier and rejected.

m. Any pallet with signs of pest infestation will be immediately rejected.

n. All temperature sensitive products will be probed upon receipt. Any product not meeting UNFI temperature guidelines will be rejected. Refrigerated: 34-40 degrees. Frozen: -10 degrees or less.

o. The unloading of all non-palletized loads (deck loaded) will be the responsibility of the supplier and or delivering carrier, and will be stacked to our local requirements.

p. [*CONFIDENTIAL*].

q. **Small package shipments such as UPS must adhere to the following**:

- Cartons must be clearly marked with box count (i.e. 1 of 2, 2 of 2 etc)
- A purchase order number must be written on each carton.
- A packing slip must accompany each purchase order, if enclosed in carton, please note as such.
- Back Orders will not be accepted.

3. FOB Pickup Requirements

a. UNFI transportation or hired carriers are delayed more than two hours from the time of arrival, fees will be assessed and charged to the supplier.

b. UNFI drivers or hired carriers only can sign for product subject to count or they may sign for a piece count when this can be done without breaking down the load or significant time loss.

c. All shipments must have a purchase order number and consignee name written on both the front and the back of each pallet.

d. Any purchase order quantity shortages not communicated in advance may result in fees assessed to the supplier.

e. Pallets should be built to maximize space within the constraints of packaging. If our driver must re-stack or re-palletize at the time of pick up or consolidation, the labor cost will charged to the supplier.

f. [*CONFIDENTIAL*].

H. DROP SHIP POLICY FOR CUSTOMERS

Drop ships must be authorized prior to arranging shipment. Authorization can be obtained by contacting the individual(s) listed on the contacts page herein. Please reference this authorization number on the invoice. For details of pricing policies related to drop ships, please contact the appropriate person listed on the contact page.

I. INTERNATIONAL BUSINESS

The UNFI International Division distributes to over 40 countries. Please fill out the International Business Approval Form to have your product approved for this program. For more information and the necessary form, e-mail InternationalCustServ@unfi.com.

V. SUPPLIER INFORMATION

UNFI reserves the right to conduct third party audits on payments and invoices, which may result in a deduction taken after the original payment is made.

A. INVOICES

Send all invoices to:

Eastern Region UNFI, Accounts Payable, P.O. Box 567, Keene, NH 03431

Western Region UNFI, Accounts Payable, 1101 Sunset Blvd., Rocklin, CA 95765AP Hotline 800-679-8735 ext. 53451

B. PRICING, UPC AND PACK CHANGES

UNFI will not accept changes that take effect on promotional items until after the promotional period ends. 60 day notice is required using UNFI forms, which can be obtained from your Buyer or Category Manager. Upon notification that an item has had a UPC or pack size change the Distributor Price Pack Size Change Form must be submitted with new specification sheet and price list.

C. DISCONTINUED PRODUCTS

1. UNFI performs ongoing product evaluation, and aggressively manages product mix

2. Upon notification that an item has been discontinued (either by supplier or UNFI) or has a UPC or pack size change, UNFI will:

    a. Supply inventory count of items and verify the landed cost of inventory.

    b. Remove product from inventory and send a notice to the supplier to arrange for pick up.

    c. [*CONFIDENTIAL*].

    d. [*CONFIDENTIAL*].

    e. [*CONFIDENTIAL*].

3. Refrigerated items which reach pull date will be donated automatically.

Exhibit A

UNITED NATURAL FOODS, INC.
CODE OF CONDUCT FOR SUPPLIERS

UNFI has established a set of six Core Values. These Core Values inspire our approach to business and are fundamental to building successful relationships with all our stakeholders: Customers, Suppliers, Associates and the Environment.

- Integrity and respect in all of our actions
- Trust and accountability in all relationships
- Open and honest communication with our employees
- Profitable growth of the organization
- A safe and healthy work environment
- Social and environmental responsibility for the health of the planet

UNFI believes that our supplier partners play a major role in shaping and maintaining our reputation. As we strive to apply these values to our business practices every day, we now ask that our supplier partners comply with a Code of Conduct that will allow them to support these same values. UNFI sees this as an opportunity to extend good business practices throughout the supply chain and ultimately create a higher standard of business in the world. We intend to use your support of this policy as a way to raise awareness and standards.

Suppliers doing business with UNFI will:

COMPLY WITH APPLICABLE LAWS AND PRACTICES:

Suppliers will comply with all local and national laws and regulations in the jurisdictions in which they do business.

COMPLY WITH THE FOLLOWING CONDITIONS OF EMPLOYMENT:

Compensation: Suppliers will compensate their employees with wages and benefits which are in compliance with the local and national laws and regulations of the jurisdictions in which they do business.

Hours of Labor: Suppliers must ensure that working hours are consistent with local regulations. If regulations do not address standard working hours, suppliers must ensure that work hours are not excessive or unfair.

Forced Labor: Suppliers will not use forced labor.

Child Labor: Suppliers or their subcontractors will not use child labor. Child labor is defined for these purposes as any person employed at an age younger than the legal minimum age for working in any specific jurisdiction.

Discrimination /Rights: Suppliers will not discriminate on the basis of race, color, national origin, gender, religion, disability, sexual orientation, and other similar factors in their employment practices.

PROVIDE A SAFE WORKPLACE ENVIRONMENT:

Health and Safety: Suppliers will insure that adequate accommodations for the health and safety of workers have been implemented and are maintained.

Security: Suppliers will comply with all USDA requirements for product safety and maintain adequate security at all production and warehousing facilities to prevent dangerous exposures to health hazards or perilous cargo.

In addition, UNFI would like to be informed of your companies' activities in certain areas of interest. Please include information related to your company's efforts regarding environmental impact and social responsibility along with your signed copy of this code of conduct:

Finally, we are all aware that some parts of the world demonstrate better efforts regarding compliance with the above conditions of employment than others. If you are doing business with or in any country in areas of the world known for employing labor practices inconsistent with the above, we ask that you remain mindful of the above and use your best efforts to cease associating with any country or entity tolerating or employing these inconsistent labor practices.

The undersigned agrees to the terms outlined in this document and is an authorized representative of the participating company.

Company Name: ______________________________

Authorized Representative: ______________________________

Title: ______________________________

Date: ______________________________

Exhibit 10.66

United Natural Foods, Inc.
(the "Company")

Summary of Director and Executive Officer Compensation

I. **Director Compensation.** Directors who are employees of the Company, with the exception of the Chairman of the Board, Michael Funk, do not receive additional compensation for serving as directors of the Company. Mr. Funk receives an annual salary of $125,000 in recognition of his duties as an executive advisor and Chair of the Board, and does not receive additional compensation in the form of a retainer or meeting fees. The following table sets forth current rates of cash compensation for the Company's non-employee directors.

Retainers and Fees

Board retainer (other than Vice Chair/Lead independent director)	$30,000
Vice Chair/Lead independent director retainer	$75,000
Board meeting fee	$2,200 (in person); $1,100 (telephonic)
Compensation, Nominating and Governance and Finance committee meeting fee	$1,100
Audit committee meeting fee	$1,700
Compensation, Nominating and Governance and Finance committee chairs' retainers	$8,000
Audit committee chair retainer	$15,000

In addition to the cash compensation set forth above, each non-employee director has historically received a grant of non-qualified stock options and a grant of restricted stock units annually. The non-employee directors are also eligible to participate in the United Natural Foods Deferred Compensation Plan, which is a nonqualified deferred compensation plan administered by the Compensation Committee of the Board of Directors (the "Committee"). Under the Deferred Compensation Plan, each non-employee director participant may elect to defer a minimum of $1,000 and a maximum of 100% of the director fees earned by such participant in a calendar year and between 0% and 100% of such director's compensation from restricted stock units.

II. **Executive Officer Compensation.** The following table sets forth the current base salaries and fiscal 2010 cash incentive awards for each of the Company's executive officers that (i) were identified as "named executive officers" in the Company's proxy statement mailed to the Company's shareholders in connection with the Company's 2009 annual meeting of shareholders (the "2009 Proxy Statement") that remain employed by the Company; or (ii) the Company currently expects will be identified as "named executive officers" in the Company's proxy statement that will be mailed to the Company's shareholders in connection with the Company's 2010 annual meeting of shareholders (the "2010 Proxy Statement") that are currently employed by the Company:

Executive Officer	Base Salary for Fiscal 2011	Fiscal 2010 Cash Incentive Payout
Steven L. Spinner	$ 798,250	$ 456,320
Mark E. Shamber	$ 360,500	$ 207,305
Joseph J. Traficanti	$ 336,000	$ 188,622
Kurt Luttecke	$ 303,850	$ 194,700
John Stern	$ 297,052	$ 159,860

On September 2, 2010, the Committee determined that the Company's earnings before interest and taxes and return on average total capital for the period from November 5, 2008 through July 31, 2010 (the "Performance Period") exceeded the performance targets previously established by the Committee with respect to the 50,000 performance units awarded to Steven L. Spinner on November 5, 2008, which award could be increased by up to 50,000 units in the event that the Company exceeded the established performance targets. After reviewing the Company's financial performance in comparison to the targets established for the performance units, the Committee approved the vesting of 50,175 of the performance units effective as of the last day of the Performance Period and the resulting issuance of 50,175 shares of the Company's common stock to Mr. Spinner effective as of the last day of the Performance Period. The value of this issuance was $1,692,403 based on the closing price of our common stock on July 30, 2010.

In addition, on September 2, 2010, the Committee approved a cash incentive program which is intended to provide a performance-based cash incentive opportunity to the Company's senior officers, including, among other officers, the Company's chief executive officer, chief financial officer, general counsel, senior vice president of national operations, the senior vice president and chief human resources officer, and the "named executive officers" referenced above. The performance awards are based on achievement of Committee-approved, one-year Company financial performance goals as well as other criteria specific to the individual for the 2011 fiscal year. Actual awards can range from zero to 100% of a participant's base salary. The Committee will administer and make all determinations under the cash incentive program.

The Company's named executive officers, among other officers, also participate in the Company's equity incentive plans and will continue to receive long-term incentive awards pursuant to the Company's stockholder approved equity incentive plans.

III. Additional Information. The foregoing information is summary in nature. Additional information regarding director and named executive officer compensation will be provided in the Company's proxy statement to be filed in connection with the 2010 annual meeting of shareholders.

Exhibit 10.67

CHANGE IN CONTROL AGREEMENT

THIS CHANGE IN CONTROL AGREEMENT ("Agreement") is effective as of , 2010, and is made by and between United Natural Foods, Inc., a Delaware corporation (the "Company"), and ("Employee"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including without limitation the Employee's willingness to continue his employment with the Company and the other obligations of the parties hereunder, the parties hereby agree as follows:

1. The following terms shall have the following definitions:

(a) the term "Act" shall mean the Securities Exchange Act of 1934, as amended to date.

(b) the term "Affiliate" shall mean any corporation which is a subsidiary of the Company within the definition of "subsidiary corporation" under Section 424(f) of the Internal Revenue Code of 1986, as amended (the "Code").

(c) the term "Cause" shall mean (i) conviction of Employee under applicable law of (A) any felony or (B) any misdemeanor involving moral turpitude, (ii) unauthorized acts intended to result in Employee's personal enrichment at the material expense of the Company or its reputation, or (iii) any violation of Employee's duties or responsibilities to the Company which constitutes willful misconduct or dereliction of duty, or material breach of Section 5 of this Agreement.

(d) The term "Change in Control" means the happening of any of the following:

(i) any "person", including a "group" (as such terms are used in Sections 13(d) and 14(d) of the Act, but excluding the Company, any of its Affiliates, or any employee benefit plan of the Company or any of its Affiliates) is or becomes the "beneficial owner" (as defined in Rule 13(d)(3) under the Act), directly or indirectly, of securities of the Company representing the greater of 30% or more of the combined voting power of the Company's then outstanding securities;

(ii) the stockholders of the Company shall approve a definitive agreement (1) for the merger or other business combination of the Company with or into another corporation if (A) a majority of the directors of the surviving corporation were not directors of the Company immediately prior to the effective date of such merger or (B) the stockholders of the Company immediately prior to the effective date of such merger own less than 60% of the combined voting power in the then outstanding securities in such surviving corporation or (2) for the sale or other disposition of all or substantially all of the assets of the Company; or

(iii) the purchase of 30% or more of the combined voting power of the Company's then outstanding securities pursuant to any tender or exchange offer made by any "person", including a "group" (as such terms are used in Sections 13(d) and 14(d) of the Act), other than the Company, any of its Affiliates, or any employee benefit plan of the Company or any of its Affiliates.

(e) the term "Change in Control Date" means the date on which a Change in Control occurs. Anything in this Agreement to the contrary notwithstanding, if a Change in Control occurs, and if the Employee's employment with the Company is terminated prior to the date on which the Change in Control occurs, and if it is reasonably demonstrated by the Employee that such termination of employment (i) was at the request of a third party who has taken steps reasonably calculated to effect a Change in Control or (ii) otherwise arose in connection with or in anticipation of a Change in Control, then for all purposes of this Agreement, the "Change of Control Date" shall mean the date immediately prior to the date of such termination of employment.

(f) the term "Disability" shall have the meaning set forth in the long term disability provisions of the United Natural Foods Employee Welfare Benefit Plan, or any successor long term disability plan (the "Benefit Plan"), and no Disability shall be deemed to occur under the Benefit Plan until the Employee meets all applicable requirements to receive benefits under the long term disability provisions of such Benefit Plan; provided, however, in the event that the Benefit Plan does not provide long term disability insurance benefits then the Employee's employment hereunder cannot be terminated for Disability and any termination of the Employee during such a period shall constitute a termination by the Company without Cause.

(g) the term "Equity Plan" shall mean the Company's 2002 Stock Incentive Plan, as amended from time to time, the Company's Employee Stock Ownership Plan, as amended from time to time, and any other current or future plan, program or arrangement of the Company or its affiliates pursuant to which stock options, restricted stock or other equity awards are made, including, but not limited to, the Company's 2004 Equity Incentive Plan.

(h) the term "Good Reason" shall mean, without the Employee's express written consent, the occurrence of any one or more of the following: (i) the assignment of Employee to duties materially adversely inconsistent with the Employee's current duties, and failure to rescind such assignment within thirty (30) days of receipt of notice from the Employee; (ii) a material reduction in the Employee's title, executive authority or reporting status; (iii) a relocation of the Employee's principal office location more than fifty (50) miles from the Company's Providence, Rhode Island offices; (iv) a reduction by the Company in the Employee's base salary, or the failure of the Company to pay or cause to be paid any compensation or benefits hereunder when due or under the terms of any plan established by the Company, and failure to restore such base salary or make such payments within five (5) days of receipt of notice from the Employee; (v) failure to include the Employee in any new employee benefit plans proposed by the Company or a material reduction in the Employee's level of participation in any existing plans of any type; provided, that, a Company-wide reduction or elimination of such plans shall not be a violation of this Section (v); or (vi) the failure of the Company to obtain a satisfactory agreement from any successor to the Company with respect to the ownership of substantially all the stock or assets of the Company to assume and agree to perform this Agreement.

2. In the event (a) the Employee is terminated for reasons other than Cause, death or Disability or (b) the Employee resigns for Good Reason, and such termination or resignation takes place on or within one (1) year after the Change in Control Date, then, subject to any limitation imposed under applicable law and Section 6 of this Agreement, Employee shall receive: (i) any unpaid base salary, accrued and unpaid vacation, and bonus in respect of the prior fiscal year which has not been paid (collectively such unpaid base salary, accrued vacation and bonus, the "Accrued Payments"), payable within ten (10) days following the termination of Employee's employment, (ii) a lump sum payment equal to (x) 2.99 times the Employee's then applicable base salary plus (y) an amount equal to the average of the annual bonus paid to the Employee for the three fiscal years prior to the fiscal year in which the Employee's employment is terminated (in the event the Employee has not yet been employed by the Company for more than three fiscal years, then the average of the bonuses he has actually received, and if he has not received any bonuses as of the time of the termination of his employment, then the Employee's target bonus for the fiscal year in which his employment is terminated) (the "Lump Sum Payment"), payable within sixty (60) days of such termination or resignation, (iii) an amount equal to the product of the Employee's target bonus for the fiscal year in which Employee's employment is terminated multiplied by the quotient resulting from dividing the number of full calendar months that have been completed in the fiscal year in which the Employee is terminated by 12 (the "Pro-Rata Bonus"), payable at such time as such bonus normally would be paid if the Employee's employment had not terminated (but in no event after the later of (i) March 15 of the calendar year following the calendar year in which the termination occurs, or (ii) the 15th day of the third month following the end of the Company's fiscal year), and (iv) an amount equal to any unvested account balance Employee has under the Employee Stock Ownership Plan. In addition, (A) any and all unvested and unexercised stock options held by the Employee as of the Change in Control Date shall become fully vested and exercisable as of the Change in Control Date, (B) all restrictions shall lapse on, and Employee shall become fully vested in all rights to, restricted stock, restricted stock units and performance units granted to Employee under any Equity Plan as of the Change in Control Date, and (C) the Company shall continue to provide Employee and his eligible dependents with medical benefits in effect as of the date of such termination or resignation for a period of three (3) years following the termination of his employment.

In the event of termination for Cause, death or Disability, or resignation for other than Good Reason, the Company shall be under no obligation other than to provide the Accrued Payments; provided, however, with respect to a termination for Cause, the Company may withhold any compensation due to Employee as a partial offset against any damages suffered by the Company as a result of Employee's actions. In addition, the Employee agrees, upon demand by the Company, to return promptly to the Company any portion of the Accrued Payments, the Pro Rata Bonus or the Lump Sum Payment paid, or targeted to be paid, to the Employee based upon financial results or performance metrics later found to be materially inaccurate. The amount to be recovered shall be equal to the excess of the amount paid out (on a pre-tax basis) over the amount that would have been paid out had such financial results or performance metrics been fairly stated at the time the payout was made. The payment shall be made in such manner and on such terms and conditions as may be required by the Company. The Company shall be entitled, at its election, to set off against the amount of any such payment any amounts otherwise owed to the Employee by the Company.

The foregoing notwithstanding, if the Employee is a "specified employee" of the Company (within the meaning of Section 409A of the Code and its regulations and other guidance ("Section 409A")), or its successor, any payment, subject to the next succeeding sentence of this paragraph, that would otherwise be made pursuant to this Section 2 during the six-month period beginning on the date of termination of employment that constitutes "nonqualified deferred compensation" within the meaning of Section 409A shall be accrued and paid on the date that is six months and one day after the date of Employee's "separation of service" with the Company (within the meaning of Section 409A) or, if earlier, the Employee's date of death, and no interest or other adjustments shall be made to reflect the delay in payment.

3. In the event that any payments or benefits that are paid or payable to or for the benefit of the Employee pursuant to this Agreement would be subject to the excise tax imposed by Section 4999 of the Code, the Executive shall be entitled to receive an additional payment (a "280G Gross-Up Payment") determined in accordance with Exhibit A attached hereto.

4. The availability, if any, of any other benefits shall be governed by the terms and conditions of the plans and/or agreements under which such benefits are granted. The benefits granted under this Agreement are in addition to, and not in limitation of, any other benefits granted to Employee under any policy, plan and/or agreement; provided, however, that any benefits paid to the Employee under this Agreement shall reduce any severance or similar benefits payable to the Employee under any Company benefit plan or arrangement, including any severance plan or agreement between the Company and the Employee providing benefits upon the termination of Employee's employment with the Company similar to the benefits provided hereunder.

5. Employee covenants with the Company as follows (as used in this Section 5, "Company" shall include the Company and its subsidiaries and Affiliates):

(a) Employee shall not knowingly use for Employee's own benefit or disclose or reveal to any unauthorized person, any trade secret or other confidential information relating to the Company, or to any of the businesses operated by it, including, without limitation, any customer lists, customer needs, price and performance information, processes, specifications, hardware, software, devices, supply sources and characteristics, business opportunities, potential business interests, marketing, promotional pricing and financing techniques, or other information relating to the business of the Company, and Employee confirms that such information constitutes the exclusive property of the Company. Such restrictions shall not apply to information which is (i) generally available in the industry, (ii) disclosed through no fault of Employee or (iii) required to be disclosed pursuant to applicable law or regulation or the order of a governmental or regulatory body (provided that the Company is given reasonable notice of any such required disclosure). Employee agrees that Employee will return to the Company upon request, but in any event upon termination of employment, any physical embodiment of any confidential information and/or any summaries containing any confidential information, in whole in part, in any media.

(b) During the term of employment, and for a period of one (1) year following termination of such employment for any reason, Employee shall not engage, directly or indirectly (which includes, without limitation, owning, managing, operating, controlling, being employed by, giving financial assistance to, participating in or being connected in any material way with any person or entity), anywhere in the United States, in any activities with the following companies: Tree of Life or any of its subsidiaries, Nature's Best, C&S Distributors or any other company which is a direct competitor of the Company with respect to (i) the Company's activities on the date hereof and/or (ii) any activities which the Company becomes involved in during the Employee's term of employment; provided, however, that Employee's ownership as a passive investor of less than five percent (5%) of the issued and outstanding stock of a publicly held corporation so engaged, shall not by itself be deemed to constitute such competition. Further, during such one-year (1-year) period, Employee shall not act to induce any of the Company's vendors, customers or employees to take action which might be disadvantageous to the Company or otherwise disturb such party's relationship with the Company.

(c) Employee hereby acknowledges that Employee will treat as for the Company's sole benefit, and fully and promptly disclose and assign to the Company without additional compensation, all ideas, information, discoveries, inventions and improvements which are based upon or related to any confidential information protected under Section 5(a) herein, and which are made, conceived or reduced to practice by Employee during Employee's employment by the Company and within one (1) year after termination thereof. The provisions of this subsection (c) shall apply whether such ideas, discoveries, inventions, improvements or knowledge are conceived, made or gained by Employee alone or with others, whether during or after usual working hours, either on or off the job, directly or indirectly related to the Company's business interests (including potential business interests), and whether or not within the realm of Employee's duties.

(d) Employee shall, upon request of the Company, but at no expense to Employee, at any time during or after employment by the Company, sign all instruments and documents and cooperate in such other acts reasonably required to protect rights to the ideas, discoveries, inventions, improvements and knowledge referred to above, including applying for, obtaining and enforcing patents and copyrights thereon in any and all countries.

(e) Employee recognizes that the possible restrictions on Employee's activities which may occur as a result of Employee's performance of Employee's obligations under this Agreement are required for the reasonable protection of the Company and its investments, and Employee expressly acknowledges that such restrictions are fair and reasonable for that purpose. Employee further expressly acknowledges that damages alone will be an inadequate remedy for any breach or violation of any of the provisions of this Agreement, and that the Company, in addition to all other remedies hereunder, shall be entitled, as a matter of right, to injunctive relief, including specific performance, with respect to any such breach or violation or threatened breach or violation, in any court of competent jurisdiction. If any of the provisions of this Agreement are held to be in any respect an unreasonable restriction upon Employee then they shall be deemed to extend only over the maximum period of time, geographic area, and/or range of activities as to which they may be enforceable. Employee expressly agrees that all payments and benefits due Employee under this Agreement shall be subject to Employee's compliance with the provisions set forth in this Section 5.

(f) Except with respect to any shorter term as expressly provided herein, this Section 5 shall survive the expiration or earlier termination of Employee's relationship with the Company for a period of ten (10) years.

6. All payments and benefits under this Agreement are conditioned on the Employee's executing and not revoking a release of claims against the Company, which release must be executed, not be revoked and have become irrevocable within sixty (60) days of the Employee's termination or resignation; provided, that the Company may, in its discretion, make such payments at any time within the period set forth in Section 2. The Employee shall not be required to release (i) any rights the Employee has under this Agreement, (ii) any rights that Employee has pursuant to any plan, program or agreement subject to the Employee Retirement Security Act of 1974, as amended ("ERISA"), (iii) any rights pursuant to any incentive or compensation plans of the Company or its Affiliates, any Equity Plan or any rights pursuant to any award agreements issued pursuant to any incentive or compensation plan of the Company or its Affiliates or any Equity Plan, (iv) any rights the Employee and his beneficiaries may have to continued medical coverage under the continuation coverage provisions of the Code, ERISA or applicable state law or (v) any rights the Employee may have to indemnification under state or other law or the Certificate of Incorporation or by-laws of the Company and its affiliated companies, or under any indemnification agreement with the Company or under any insurance policy providing directors' and officers' coverage for any lawsuit or claim relating to the period when the Employee was a director or officer of the Company or any affiliated company.

7. The Employee shall not be required to seek alternative employment during any period in which he receives payments or benefits under Section 2 of this Agreement, nor shall such payments or benefits be reduced to reflect any compensation or benefits received by Employee from any employment which does not violate Section 5 of this Agreement.

8. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held so invalid, and each such other provision shall to the full extent consistent with law continue in force and effect. This Agreement has been executed and delivered in the State of Rhode Island, and its validity, interpretation, performance, and enforcement shall be governed by the laws of said State. This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior agreements, oral or written, on the subject matter hereof between the Company and Employee, but it is not intended to, and does not, limit any prior, present or future obligations of the Employee with respect to confidentiality, ownership of intellectual property and/or non-competition which are greater than those set forth herein. For the avoidance of doubt, the Employee acknowledges and agrees that upon execution of this Agreement Section of that certain Severance Agreement by and between the Company and the Employee dated

, shall be null and void and no longer of any force or effect. This Agreement shall be binding upon any successor or assign of the Company.

[signature block appears on the next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, intending the Agreement to become binding and effective as of the date and year first written above.

United Natural Foods, Inc.		Employee	
By	______________________	By	______________________
Name:	______________________	Name:	______________________
Title:	______________________		

EXHIBIT A

EXCISE TAX GROSS-UP

1) **Gross-Up Payment** - If any payment or benefit received or to be received by the Employee from the Company pursuant to the terms of Section 2 of the Agreement to which this Exhibit A is attached or otherwise (the "**Payments**") would be subject to the excise tax (the "**Excise Tax**") imposed by Section 4999 of the Code, as determined in accordance with this Exhibit A, the Company shall pay the Employee, at the time specified below, an additional amount (the "**Gross-Up Payment**") such that the net amount that the Employee retains, after deduction of the Excise Tax on the Payments and any federal, state, and local income tax upon the Gross-Up Payment (but not upon the Payments) and the Excise Tax upon the Gross-Up Payment, and any interest, penalties, or additions to tax payable by the Employee with respect thereto, shall be equal to the total present value (using the applicable federal rate (as defined in Section 1274(d) of the Code) in such calculation) of the Payments at the time such Payments are to be made.

2) **Calculations** - For purposes of determining whether any of the Payments shall be subject to the Excise Tax and the amount of such Excise Tax,

(a) The total amount of the Payments shall be treated as "parachute payments" within the meaning of Section 280G(b)(2) of the Code, and all "excess parachute payments" within the meaning of Section 280G(b)(1) of the Code shall be treated as subject to the excise tax, except to the extent that, in the written opinion of independent counsel selected by the Company and reasonably acceptable to the Employee ("**Independent Counsel**"), a Payment (in whole or in part) does not constitute a "parachute payment" within the meaning of Section 280G(b)(2) of the Code, or such "excess parachute payments" (in whole or in part) are not subject to the Excise Tax;

(b) The amount of the Payments that shall be subject to the Excise Tax shall be equal to the lesser of (i) the total amount of the Payments or (ii) the amount of "excess parachute payments" within the meaning of Section 280G(b)(l) of the Code (after applying clause (a), above); and

(c) The value of any noncash benefits or any deferred payment or benefit shall be determined by Independent Counsel in accordance with the principles of Section 280G(d)(3) and (4) of the Code.

3) **Tax Rates** - For purposes of determining the amount of the Gross-Up Payment, the Employee shall be deemed to pay federal income taxes at the highest marginal rates of federal income taxation applicable to individuals in the calendar year in which the Gross-Up Payment is to be made and state and local income taxes at the highest marginal rates of taxation applicable to individuals as are in effect in the state and locality of the Employee's residence in the calendar year in which the Gross-Up Payment is to be made, net of the maximum reduction in federal income taxes that can be obtained from deduction of such state and local taxes, taking into account any limitations applicable to individuals subject to federal income tax at the highest marginal rates, including, but not limited to, any alternative minimum tax restrictions resulting

solely from the Employee's Compensation from the Employer which limit the Employee's ability to deduct State and local taxes.

4) **Time of Gross-Up Payments** - The Gross-Up Payments provided for in this Exhibit A shall be made upon the earlier of (a) the payment to the Employee of any Payment or (b) the imposition upon the Employee, or any payment by the Employee, of any Excise Tax; provided, that, all such Gross-Up Payments shall be made prior to the end of the Employee's taxable year next following the taxable year in which the taxes are remitted to the taxing authority.

5) **Adjustments to Gross-Up Payments** - If it is established pursuant to a final determination of a court or an Internal Revenue Service proceeding or the written opinion of Independent Counsel that the Excise Tax is less than the amount previously taken into account hereunder, the Employee shall repay the Company, within 30 days of his receipt of notice of such final determination or opinion, the portion of the Gross-Up Payment attributable to such reduction (plus the portion of the Gross-Up Payment attributable to the Excise Tax and federal, state, and local income tax imposed on the Gross-Up Payment being repaid by the Employee if such repayment results in a reduction in Excise Tax or a federal, state, and local income tax deduction) plus any interest received by the Employee on the amount of such repayment; provided, that, if any such amount has been paid by or on behalf of the Employee as an Excise Tax or other tax, the Employee shall cooperate with the Company in seeking a refund of any tax overpayments, and the Employee shall not be required to make repayments to the Company until the overpaid taxes and interest thereon are refunded to the Employee.

6) **Additional Gross-Up Payment** - If it is established pursuant to a final determination of a court or an Internal Revenue Service proceeding or the written opinion of Independent Counsel that the Excise Tax exceeds the amount taken into account hereunder (including by reason of any payment the existence or amount of which cannot be determined at the time of the Gross-Up Payment), the Company shall make an additional Gross-Up Payment in respect of such excess within 30 days of the Company's receipt of notice of such final determination or opinion.

7) **Change In Law or Interpretation** - In the event of any change in or further interpretation of Section 280G or 4999 of the Code and the regulations promulgated thereunder, the Employee shall be entitled, by written notice to the Company, to request a written opinion of Independent Counsel regarding the application of such change or further interpretation to any of the foregoing, and the Company shall use its best efforts to cause such opinion to be rendered as promptly as practicable.

8) **Fees And Expenses** - All fees and expenses of Independent Counsel incurred in connection with this Exhibit A shall be borne by the Company.

9) **Survival** - The Company's obligation to make a Gross-Up Payment with respect to Payments made or accrued prior to the termination of Employee's employment shall survive such termination.

10) **Defined Terms** - Except where clearly provided to the contrary, all capitalized terms used in this Exhibit A shall have the definitions given to those terms in the Agreement to which this Exhibit A is attached.

Exhibit 10.68

CHANGE IN CONTROL AGREEMENT

THIS CHANGE IN CONTROL AGREEMENT ("Agreement") is effective as of , 2010, and is made by and between United Natural Foods, Inc., a Delaware corporation (the "Company"), and ("Employee"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including without limitation the Employee's willingness to continue his employment with the Company and the other obligations of the parties hereunder, the parties hereby agree as follows:

1. The following terms shall have the following definitions:

(a) the term "Act" shall mean the Securities Exchange Act of 1934, as amended to date.

(b) the term "Affiliate" shall mean any corporation which is a subsidiary of the Company within the definition of "subsidiary corporation" under Section 424(f) of the Internal Revenue Code of 1986, as amended (the "Code").

(c) the term "Cause" shall mean (i) conviction of Employee under applicable law of (A) any felony or (B) any misdemeanor involving moral turpitude, (ii) unauthorized acts intended to result in Employee's personal enrichment at the material expense of the Company or its reputation, or (iii) any violation of Employee's duties or responsibilities to the Company which constitutes willful misconduct or dereliction of duty, or material breach of Section 4 of this Agreement.

(d) The term "Change in Control" means the happening of any of the following:

(i) any "person", including a "group" (as such terms are used in Sections 13(d) and 14(d) of the Act, but excluding the Company, any of its Affiliates, or any employee benefit plan of the Company or any of its Affiliates) is or becomes the "beneficial owner" (as defined in Rule 13(d)(3) under the Act), directly or indirectly, of securities of the Company representing the greater of 30% or more of the combined voting power of the Company's then outstanding securities;

(ii) the stockholders of the Company shall approve a definitive agreement (1) for the merger or other business combination of the Company with or into another corporation if (A) a majority of the directors of the surviving corporation were not directors of the Company immediately prior to the effective date of such merger or (B) the stockholders of the Company immediately prior to the effective date of such merger own less than 60% of the combined voting power in the then outstanding securities in such surviving corporation or (2) for the sale or other disposition of all or substantially all of the assets of the Company; or

(iii) the purchase of 30% or more of the combined voting power of the Company's then outstanding securities pursuant to any tender or exchange offer made by any "person", including a "group" (as such terms are used in Sections 13(d) and 14(d) of the Act), other than the Company, any of its Affiliates, or any employee benefit plan of the Company or any of its Affiliates.

(e) the term "Change in Control Date" means the date on which a Change in Control occurs. Anything in this Agreement to the contrary notwithstanding, if a Change in Control occurs, and if the Employee's employment with the Company is terminated prior to the date on which the Change in Control occurs, and if it is reasonably demonstrated by the Employee that such termination of employment (i) was at the request of a third party who has taken steps reasonably calculated to effect a Change in Control or (ii) otherwise arose in connection with or in anticipation of a Change in Control, then for all purposes of this Agreement, the "Change of Control Date" shall mean the date immediately prior to the date of such termination of employment.

(f) the term "Disability" shall have the meaning set forth in the long term disability provisions of the United Natural Foods Employee Welfare Benefit Plan, or any successor long term disability plan (the "Benefit Plan"), and no Disability shall be deemed to occur under the Benefit Plan until the Employee meets all applicable requirements to receive benefits under the long term disability provisions of such Benefit Plan; provided, however, in the event that the Benefit Plan does not provide long term disability insurance benefits then the Employee's employment hereunder cannot be terminated for Disability and any termination of the Employee during such a period shall constitute a termination by the Company without Cause.

(g) the term "Equity Plan" shall mean the Company's 2002 Stock Incentive Plan, as amended from time to time, the Company's Employee Stock Ownership Plan, as amended from time to time, and any other current or future plan, program or arrangement of the Company or its affiliates pursuant to which stock options, restricted stock or other equity awards are made, including, but not limited to, the Company's 2004 Equity Incentive Plan.

(h) the term "Good Reason" shall mean, without the Employee's express written consent, the occurrence of any one or more of the following: (i) the assignment of Employee to duties materially adversely inconsistent with the Employee's current duties, and failure to rescind such assignment within thirty (30) days of receipt of notice from the Employee; (ii) a material reduction in the Employee's title, executive authority or reporting status; (iii) a relocation of the Employee's principal office location more than fifty (50) miles from the Company's Providence, Rhode Island offices; (iv) a reduction by the Company in the Employee's base salary, or the failure of the Company to pay or cause to be paid any compensation or benefits hereunder when due or under the terms of any plan established by the Company, and failure to restore such base salary or make such payments within five (5) days of receipt of notice from the Employee; (v) failure to include the Employee in any new employee benefit plans proposed by the Company or a material reduction in the Employee's level of participation in any existing plans of any type; provided, that, a Company-wide reduction or elimination of such plans shall not be a violation of this Section (v); or (vi) the failure of the Company to obtain a satisfactory agreement from any successor to the Company with respect to the ownership of substantially all the stock or assets of the Company to assume and agree to perform this Agreement.

2. In the event (a) the Employee is terminated for reasons other than Cause, death or Disability or (b) the Employee resigns for Good Reason, and such termination or resignation takes place on or within one (1) year after the Change in Control Date, then, subject to any limitation imposed under applicable law and Section 5 of this Agreement, Employee shall receive: (i) any unpaid base salary, accrued and unpaid vacation, and bonus in respect of the prior fiscal year which has not been paid (collectively such unpaid base salary, accrued vacation and bonus, the "Accrued Payments"), payable within ten (10) days following the termination of Employee's employment, (ii) a lump sum payment equal to (x) 1.50 times the Employee's then applicable base salary plus (y) an amount equal to the average of the annual bonus paid to the Employee for the three fiscal years prior to the fiscal year in which the Employee's employment is terminated (in the event the Employee has not yet been employed by the Company for more than three fiscal years, then the average of the bonuses he has actually received, and if he has not received any bonuses as of the time of the termination of his employment, then the Employee's target bonus for the fiscal year in which his employment is terminated) (the "Lump Sum Payment"), payable within sixty (60) days of such termination or resignation, (iii) an amount equal to the product of the Employee's target bonus for the fiscal year in which Employee's employment is terminated multiplied by the quotient resulting from dividing the number of full calendar months that have been completed in the fiscal year in which the Employee is terminated by 12 (the "Pro-Rata Bonus"), payable at such time as such bonus normally would be paid if the Employee's employment had not terminated (but in no event after the later of (i) March 15 of the calendar year following the calendar year in which the termination occurs, or (ii) the 15th day of the third month following the end of the Company's fiscal year), and (iv) an amount equal to any unvested account balance Employee has under the Employee Stock Ownership Plan. In addition, (A) any and all unvested and unexercised stock options held by the Employee as of the Change in Control Date shall become fully vested and exercisable as of the Change in Control Date, (B) all restrictions shall lapse on, and Employee shall become fully vested in all rights to, restricted stock, restricted stock units and performance units granted to Employee under any Equity Plan as of the Change in Control Date, and (C) the Company shall continue to provide Employee and his eligible dependents with medical benefits in effect as of the date of such termination or resignation for a period of three (3) years following the termination of his employment.

In the event of termination for Cause, death or Disability, or resignation for other than Good Reason, the Company shall be under no obligation other than to provide the Accrued Payments; provided, however, with respect to a termination for Cause, the Company may withhold any compensation due to Employee as a partial offset against any damages suffered by the Company as a result of Employee's actions. In addition, the Employee agrees, upon demand by the Company, to return promptly to the Company any portion of the Accrued Payments, the Pro Rata Bonus or the Lump Sum Payment paid, or targeted to be paid, to the Employee based upon financial results or performance metrics later found to be materially inaccurate. The amount to be recovered shall be equal to the excess of the amount paid out (on a pre-tax basis) over the amount that would have been paid out had such financial results or performance metrics been fairly stated at the time the payout was made. The payment shall be made in such manner and on such terms and conditions as may be required by the Company. The Company shall be entitled, at its election, to set off against the amount of any such payment any amounts otherwise owed to the Employee by the Company.

The foregoing notwithstanding, if the Employee is a "specified employee" of the Company (within the meaning of Section 409A of the Code and its regulations and other guidance ("Section 409A")), or its successor, any payment, subject to the next succeeding sentence of this paragraph, that would otherwise be made pursuant to this Section 2 during the six-month period beginning on the date of termination of employment that constitutes "nonqualified deferred compensation" within the meaning of Section 409A shall be accrued and paid on the date that is six months and one day after the date of Employee's "separation of service" with the Company (within the meaning of Section 409A) or, if earlier, the Employee's date of death, and no interest or other adjustments shall be made to reflect the delay in payment.

3. The availability, if any, of any other benefits shall be governed by the terms and conditions of the plans and/or agreements under which such benefits are granted. The benefits granted under this Agreement are in addition to, and not in limitation of, any other benefits granted to Employee under any policy, plan and/or agreement; provided, however, that any benefits paid to the Employee under this Agreement shall reduce any severance or similar benefits payable to the Employee under any Company benefit plan or arrangement, including any severance plan or agreement between the Company and the Employee providing benefits upon the termination of Employee's employment with the Company similar to the benefits provided hereunder.

4. Employee covenants with the Company as follows (as used in this Section 4, "Company" shall include the Company and its subsidiaries and Affiliates):

(a) Employee shall not knowingly use for Employee's own benefit or disclose or reveal to any unauthorized person, any trade secret or other confidential information relating to the Company, or to any of the businesses operated by it, including, without limitation, any customer lists, customer needs, price and performance information, processes, specifications, hardware, software, devices, supply sources and characteristics, business opportunities, potential business interests, marketing, promotional pricing and financing techniques, or other information relating to the business of the Company, and Employee confirms that such information constitutes the exclusive property of the Company. Such restrictions shall not apply to information which is (i) generally available in the industry, (ii) disclosed through no fault of Employee or (iii) required to be disclosed pursuant to applicable law or regulation or the order of a governmental or regulatory body (provided that the Company is given reasonable notice of any such required disclosure). Employee agrees that Employee will return to the Company upon request, but in any event upon termination of employment, any physical embodiment of any confidential information and/or any summaries containing any confidential information, in whole in part, in any media.

(b) During the term of employment, and for a period of one (1) year following termination of such employment for any reason, Employee shall not engage, directly or indirectly (which includes, without limitation, owning, managing, operating, controlling, being employed by, giving financial assistance to, participating in or being connected in any material way with any person or entity), anywhere in the United States, in any activities with the following companies: Tree of Life or any of its subsidiaries, Nature's Best, C&S Distributors or any other company which is a direct competitor of the Company with respect to (i) the Company's activities on the date hereof and/or (ii) any activities which the Company becomes involved in during the Employee's term of employment; provided, however, that Employee's ownership as a passive investor of less than five percent (5%) of the issued and outstanding stock of a publicly held corporation so engaged, shall not by itself be deemed to constitute such competition. Further, during such one-year (1-year) period, Employee shall not act to induce any of the Company's vendors, customers or employees to take action which might be disadvantageous to the Company or otherwise disturb such party's relationship with the Company.

(c) Employee hereby acknowledges that Employee will treat as for the Company's sole benefit, and fully and promptly disclose and assign to the Company without additional compensation, all ideas, information, discoveries, inventions and improvements which are based upon or related to any confidential information protected under Section 4(a) herein, and which are made, conceived or reduced to practice by Employee during Employee's employment by the Company and within one (1) year after termination thereof. The provisions of this subsection (c) shall apply whether such ideas, discoveries, inventions, improvements or knowledge are conceived, made or gained by Employee alone or with others, whether during or after usual working hours, either on or off the job, directly or indirectly related to the Company's business interests (including potential business interests), and whether or not within the realm of Employee's duties.

(d) Employee shall, upon request of the Company, but at no expense to Employee, at any time during or after employment by the Company, sign all instruments and documents and cooperate in such other acts reasonably required to protect rights to the ideas, discoveries, inventions, improvements and knowledge referred to above, including applying for, obtaining and enforcing patents and copyrights thereon in any and all countries.

(e) Employee recognizes that the possible restrictions on Employee's activities which may occur as a result of Employee's performance of Employee's obligations under this Agreement are required for the reasonable protection of the Company and its investments, and Employee expressly acknowledges that such restrictions are fair and reasonable for that purpose. Employee further expressly acknowledges that damages alone will be an inadequate remedy for any breach or violation of any of the provisions of this Agreement, and that the Company, in addition to all other remedies hereunder, shall be entitled, as a matter of right, to injunctive relief, including specific performance, with respect to any such breach or violation or threatened breach or violation, in any court of competent jurisdiction. If any of the provisions of this Agreement are held to be in any respect an unreasonable restriction upon Employee then they shall be deemed to extend only over the maximum period of time, geographic area, and/or range of activities as to which they may be enforceable. Employee expressly agrees that all payments and benefits due Employee under this Agreement shall be subject to Employee's compliance with the provisions set forth in this Section 4.

(f) Except with respect to any shorter term as expressly provided herein, this Section 4 shall survive the expiration or earlier termination of Employee's relationship with the Company for a period of ten (10) years.

5. All payments and benefits under this Agreement are conditioned on the Employee's executing and not revoking a release of claims against the Company, which release must be executed, not be revoked and have become irrevocable within sixty (60) days of the Employee's termination or resignation; provided, that the Company may, in its discretion, make such payments at any time within the period set forth in Section 2. The Employee shall not be required to release (i) any rights the Employee has under this Agreement, (ii) any rights that Employee has pursuant to any plan, program or agreement subject to the Employee Retirement Security Act of 1974, as amended ("ERISA"), (iii) any rights pursuant to any incentive or compensation plans of the Company or its Affiliates, any Equity Plan or any rights pursuant to any award agreements issued pursuant to any incentive or compensation plan of the Company or its Affiliates or any Equity Plan, (iv) any rights the Employee and his beneficiaries may have to continued medical coverage under the continuation coverage provisions of the Code, ERISA or applicable state law or (v) any rights the Employee may have to indemnification under state or other law or the Certificate of Incorporation or by-laws of the Company and its affiliated companies, or under any indemnification agreement with the Company or under any insurance policy providing directors' and officers' coverage for any lawsuit or claim relating to the period when the Employee was a director or officer of the Company or any affiliated company.

6. The Employee shall not be required to seek alternative employment during any period in which he receives payments or benefits under Section 2 of this Agreement, nor shall such payments or benefits be reduced to reflect any compensation or benefits received by Employee from any employment which does not violate Section 4 of this Agreement.

7. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held so invalid, and each such other provision shall to the full extent consistent with law continue in force and effect. This Agreement has been executed and delivered in the State of Rhode Island, and its validity, interpretation, performance, and enforcement shall be governed by the laws of said State. This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior agreements, oral or written, on the subject matter hereof between the Company and Employee, but it is not intended to, and does not, limit any prior, present or future obligations of the Employee with respect to confidentiality, ownership of intellectual property and/or non-competition which are greater than those set forth herein. For the avoidance of doubt, the Employee acknowledges and agrees that upon execution of this Agreement Section of that certain Severance Agreement by and between the Company and the Employee dated , shall be null and void and no longer of any force or effect. This Agreement shall be binding upon any successor or assign of the Company.

[signature block appears on the next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, intending the Agreement to become binding and effective as of the date and year first written above.

United Natural Foods, Inc.	Employee
By ______________________	By ______________________
Name: ______________________	Name: ______________________
Title: ______________________	

Exhibit 10.70

UNITED NATURAL FOODS, INC.

2004 EQUITY INCENTIVE PLAN

RESTRICTED UNIT AGREEMENT

This Restricted Unit Agreement (this "Agreement") effective as of _______________, between United Natural Foods, Inc. (the "Company") and _________ ("Participant"), who is an employee, consultant, or non-employee director of the Company or a Subsidiary, evidences the award of Restricted Units to the Participant under the United Natural Foods, Inc. 2004 Equity Incentive Plan (the "Plan").

In consideration of services rendered and agreed to be rendered, the Company makes this Award of _________ Restricted Units to the Participant named in the first sentence of this Agreement. This Agreement and the issuance or transfer of shares of the Company's common stock are conditioned on the following terms:

1. Definitions.

All capitalized terms that are not otherwise defined in this Agreement shall have the meanings set forth in the Plan.

(a) **Grant Date** means _______________.

(b) **Participant**, solely for purposes of this Agreement, means the employee, consultant or non-employee director designated above.

(c) **Restricted Unit** means a right to receive payment in Shares or cash (as determined by the Committee) following the expiration of the Restriction Period.

(d) **Restriction Period** means the period commencing upon grant of Restricted Units in accordance with Section 2 of this Agreement and ending on the date provided under Section 3 of this Agreement.

(e) **Shares** means Shares, as defined in Section 2(w) of the Plan, issued pursuant to this Agreement.

(f) **Unvested Restricted Units** means Restricted Units granted pursuant to Section 2 of this Agreement as to which the Restriction Period has not expired under Section 3 of this Agreement.

2. Grant of Restricted Units.

The Company hereby grants to the Participant, subject to the terms and conditions set forth in this Agreement and in the Plan, ____ Restricted Units, with a cash value equal to the Fair Market Value of an equivalent number of Shares. A Restricted Unit does not represent an equity interest in the Company and carries no voting or dividend rights.

3. Restriction Period.

(a) The Restriction Period under this Agreement shall expire, with respect to the number or percentage of Restricted Units designated in the schedule below, at the close of business on the dates enumerated in the schedule below or, if earlier, upon the death or disability (as defined in Section 14(a) of the Plan) of the Participant.

Date	Number or Percentage of Restricted Units As To Which Restrictions Lapse on This Date

(b) The Restriction Period for any tranche of Restricted Units included in an Award shall be deemed to expire if, within twelve months after the Company obtains actual knowledge that a Change in Control has occurred, a Participant's employment with the Company and its Subsidiaries ceases for any reason. (See Section 14(c) of the Plan.)

(c) If the Participant ceases to be employed by the Company or a Subsidiary or otherwise separates from service under circumstances not described in Sections 3(a) or 3(b), all then-Unvested Restricted Units shall be canceled immediately, and shall not be payable, except to the extent the Committee decides otherwise.

4. Payment. No later than 2½ months after the end of the calendar year in which the restrictions lapse with respect to a tranche of Restricted Units, the Company shall issue to the Participant or his Beneficiary (if the Participant dies before payment or this Agreement provides for immediate vesting of Unvested Restricted Units upon the Participant's death) one Share for each Restricted Unit in such tranche.

5. Withholding. The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state or local taxes of any kind required by law to be withheld with respect to the grant to the Participant of the Restricted Units or the issuance to the Participant or his Beneficiary of Shares in accordance with Section 4 of this Agreement, and to require that the Company be paid the amount of any federal, state, or local taxes required by law to be withheld.

6. Amendment. The Committee may in its sole discretion amend, modify, or terminate this Agreement, including, but not limited to, substituting therefor another Award of the same or a different type or changing the Restriction Period. Except as otherwise provided in the Plan or in this Agreement or as necessary to conform this Agreement to mandatory provisions of applicable federal or state laws, regulations, or rulings, or section 409A of the Code, the Committee shall obtain the Participant's consent before it amends this Agreement in a manner that significantly reduces the Participant's rights or benefits under this Agreement.

7. Determinations by Committee. Determinations by the Committee shall be final, binding and conclusive with respect to the interpretation of the Plan and this Agreement.

8. Provisions of the Plan. This grant is subject to the provisions of the Plan, which is incorporated into this Agreement by reference and a copy of which is furnished to the Participant with this Agreement.

9. Notices and Payments. Any notice required or permitted to be given to the Participant under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the United States mail with postage and fees prepaid. Any notice or communication required or permitted to be given to the Company under this Agreement shall be in writing and shall be deemed effective only upon receipt by the Secretary of the Company at the Company's principal office.

10. Waiver. The waiver by the Company of any provision of this Agreement at any time or for any purpose shall not operate as or be construed to be a waiver of the same or any other provision of this Agreement at any subsequent time or for any other purpose.

11. Governing Law. The validity and construction of this Agreement shall be governed by the laws of the State of Delaware, excluding any conflicts or choice of law rules or principles that might otherwise refer construction or interpretation of any provision of this Agreement to the substantive law of another jurisdiction.

[**SIGNATURES APPEAR ON NEXT PAGE.]**

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by an officer of the Company, and the Participant has accepted and signed this Agreement, all on the day and year first mentioned above.

UNITED NATURAL FOODS, INC.

By: ______________________________

Title: Mark E. Shamber
Senior Vice President,
Chief Financial Officer and Treasurer

Date: ______________________________

______________________________ ______________________________
Date

Exhibit 10.71

UNITED NATURAL FOODS, INC.

NON-STATUTORY STOCK OPTION AGREEMENT

1. Grant of Option. United Natural Foods, Inc., a Delaware corporation (the "*Company*"), hereby grants to ________ (the "*Grantee*") an option, pursuant to the Company's 2002 Stock Incentive Plan (the "*Plan*"), to purchase an aggregate of _______ shares of Common Stock, par value $0.01 per share ("*Common Stock*"), of the Company at a price of $____ per share, purchasable as set forth in and subject to the terms and conditions of this option and the Plan. Except in the preceding sentence and where the context otherwise requires, the term "*Company*" shall include the parent and all present and future subsidiaries of the Company as defined in Sections 424(e) and 424(f) of the Internal Revenue Code of 1986, as _______ amended or replaced from time to time (the "*Code*"). All capitalized terms that are used in this Agreement without definition, shall have the meanings set forth in the Plan.

2. Non-Statutory Stock Option. This option is not intended to qualify as an incentive stock option within the meaning of Section 422 of the Code.

3. Exercise of Option and Provisions for Termination.

(a) Vesting Schedule. Except as otherwise provided in this Agreement, this option may be exercised prior to the tenth anniversary of the date of grant (hereinafter the "*Expiration Date*") in installments as to not more than the number of shares set forth in the table below during the respective installment periods set forth in the table below.

Exercise Period	Number of Shares as to which Option is Exercisable
On or after _____________, ___ but prior to _____________, ___	—
On or after _____________, ___ but prior to _____________, ___	—
On or after _____________, ___ but prior to _____________, ___	—
On or after _____________, ___ but prior to _____________, ___	—
On or after _____________, ___	—

The right of exercise shall be cumulative so that if the option is not exercised to the maximum extent permissible during any exercise period, it shall be exercisable, in whole or in part, with respect to all shares not so purchased at any time prior to the Expiration Date or the earlier termination of this option. This option may not be exercised at any time on or after the Expiration Date, except as otherwise provided in Sections 3(d) and (e) below.

(b) Exercise Procedure. Subject to the conditions set forth in this Agreement, this option shall be exercised by the Grantee's delivery of written notice of exercise to the Treasurer of the Company, specifying the number of shares to be purchased and the purchase price to be paid therefor and accompanied by payment in full in accordance with Section 4. Such exercise shall be effective upon receipt by the Treasurer of the Company of such written notice together with the required payment. The Grantee may purchase less than the number of shares covered hereby, provided that no partial exercise of this option may be for any fractional share or for fewer than ten whole shares.

(c) Continuous Employment Required. Except as otherwise provided in this Section 3, this option may not be exercised unless the Grantee, at the time he or she exercises this option, is, and has been at all times since the date of grant of this option, an employee of the Company. For all purposes of this option, (i) "*employment*" shall be defined in accordance with the provisions of Section 1.421-1(h) of the Income Tax Regulations or any successor regulations, and (ii) if this option shall be assumed or a new option substituted therefor in a transaction to which Section 424(a) of the Code applies, employment by such assuming or substituting corporation (hereinafter called the "*Successor Corporation*") shall be considered for all purposes of this option to be employment by the Company.

(d) Exercise Period Upon Termination of Employment. If the Grantee ceases to be employed by the Company for any reason, then, except as provided in paragraphs (e) and (f) below, the right to exercise this option shall terminate 90 days after such cessation (but in no event after the Expiration Date); provided that this option shall be exercisable only to the extent that the Grantee was entitled to exercise this option on the date of such cessation. Notwithstanding the foregoing, if the Grantee, prior to the Expiration Date, materially violates the non-competition or confidentiality provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Grantee and the Company, the right to exercise this option shall terminate immediately upon written notice to the Grantee from the Company describing such violation.

(e) Exercise Period Upon Death or Disability. If the Grantee dies or becomes disabled (within the meaning of Section 22(e)(3) of the Code) prior to the Expiration Date while he or she is an employee of the Company, or if the Grantee dies within 90 days after the Grantee ceases to be an employee of the Company (other than as the result of a discharge for "cause" as specified in paragraph (f) below), this option shall be exercisable, within the period of one year following the date of death or disability of the Grantee (but in no event after the Expiration Date), by the Grantee or by the person to whom this option is transferred by will or the laws of descent and distribution, provided that this option shall be exercisable only to the extent that this option was exercisable by the Grantee on the date of his or her death or disability. Except as otherwise indicated by the context, the term "*Grantee*", as used in this option, shall be deemed to include the estate of the Grantee or any person who acquires the right to exercise this option by bequest or inheritance or otherwise by reason of the death of the Grantee.

(f) Discharge for Cause. If the Grantee, prior to the Expiration Date, is discharged by the Company for "cause" (as defined below), the right to exercise this option shall terminate immediately upon such cessation of employment. "*Cause*" shall mean willful misconduct in connection with the Grantee's employment or willful failure to perform his or her employment responsibilities in the best interests of the Company (including, without limitation, breach by the Grantee of any provision of any employment, nondisclosure, non-competition or other similar agreement between the Grantee and the Company), as determined by the Company, which determination shall be conclusive. The Grantee shall be considered to have been discharged "for cause" if the Company determines, within 30 days after the Grantee's resignation, that discharge for cause was warranted.

(g) Termination of Employment After a Change in Control. Notwithstanding the provisions of paragraphs (d), (e) and (f) above, if, within three months after the Company obtains actual knowledge that a Change in Control (as defined in the Plan) has occurred, the Grantee's employment with the Company ceases for any reason, the Grantee may exercise this option in full, notwithstanding any limitation on the exercise of this option, at any time within three months after such cessation of employment.

4. Payment of Purchase Price. The payment of the purchase price for shares of Common Stock purchased upon exercise of this option shall be made in accordance with one or more of the following permissible methods:

(a) by money order, cashier's check, or certified check;

(b) by the Grantee's (a) irrevocable instructions to the Company to deliver the Shares issuable upon exercise of the Option promptly to the broker for the Grantee's account and (b) irrevocable instruction letter to the broker to sell Shares sufficient to pay the exercise price and upon such sale to deliver the exercise price to the Company, provided that at the time of such exercise, such exercise would not subject the Grantee to liability under Section 16(b) of the Exchange Act, or would be exempt pursuant to Rule 16b-3 promulgated under the Exchange Act or any other exemption from such liability. The Company shall deliver an acknowledgment to the broker upon receipt of instructions to deliver the Shares. The Company shall deliver the Shares to the broker upon the settlement date. The broker shall deliver to the Company cash sale proceeds sufficient to cover the exercise price upon receipt of the Shares from the Company.

(c) by the tender of Shares already owned by the Grantee to the Company, or by the attestation to the ownership of the Shares that otherwise would be tendered to the Company in exchange for the Company's reducing the number of Shares that it issues to the Grantee by the number of Shares necessary for payment in full of the exercise price for the Shares so purchased;

1. Shares tendered or attested to in exchange for Shares issued under the Plan must be held by the Grantee for at least six months prior to their tender or their attestation to the Company. The Committee shall determine acceptable methods for tendering or attesting to Shares to exercise an Option under the Plan, and may impose such limitations and prohibitions on the use of Shares to exercise Options as it deems

appropriate. For purposes of determining the amount of the exercise price satisfied by tendering or attesting to Shares, such Shares shall be valued at their Fair Market Value on the date of tender or attestation, as applicable. Except as provided in this paragraph, the date of exercise shall be deemed to be the date that the notice of exercise and payment of the exercise price are received by the Committee. For exercise pursuant to Section 10(a)(2)(iv) of the Plan, the date of exercise shall be deemed to be the date that the notice of exercise is received by the Committee.

(d) Or a combination of the above.

5. Delivery of Shares; Compliance With Securities Laws, Etc.

(a) General. The Company shall, upon payment of the option price for the number of shares purchased and paid for, make prompt delivery of such shares to the Grantee, provided that if any law or regulation requires the Company to take any action with respect to such shares before the issuance thereof, then the date of delivery of such shares shall be extended for the period necessary to complete such action.

(b) Listing, Qualification, Etc. This option shall be subject to the requirement that if, at any time, counsel to the Company shall determine that the listing, registration or qualification of the shares subject hereto upon any securities exchange or under any state or federal law, or the consent or approval of any governmental or regulatory body, or that the disclosure of non-public information or the satisfaction of any other condition is necessary as a condition of, or in connection with, the issuance or purchase of shares hereunder, this option may not be exercised, in whole or in part, unless such listing, registration, qualification, consent or approval, disclosure or satisfaction of such other condition shall have been effected or obtained on terms acceptable to the Board of Directors. Nothing herein shall be deemed to require the Company to apply for, effect or obtain such listing, registration, qualification or disclosure, or to satisfy such other condition.

6. Nontransferability of Option. This option is personal and no rights granted hereunder may be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) nor shall any such rights be subject to execution, attachment or similar process, other than in accordance with the terms of the Plan. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this option or of such rights contrary to the provisions of the Plan, or upon the levy of any attachment or similar process upon this option or such rights, this option and such rights shall, at the election of the Company, become null and void.

7. No Special Employment Rights. Nothing contained in the Plan or this option shall be construed or deemed by any person under any circumstances to bind the Company to continue the employment of the Grantee for the period within which this option may be exercised.

8. Rights as a Stockholder. The Grantee shall have no rights as a stockholder with respect to any shares which may be purchased by exercise of this option (including, without limitation, any rights to receive dividends or non-cash distributions with respect to such shares) unless and until a certificate representing such shares is duly issued and delivered to the Grantee. No adjustment shall be made for dividends or other rights for which the record date is prior to the date such stock certificate is issued.

9. Withholding Taxes. The Company's obligation to deliver shares upon the exercise of this option shall be subject to the Grantee's satisfaction of all applicable federal, state and local income and employment tax withholding requirements.

10. Miscellaneous.

(a) Subject to the restrictions contained in the Plan, the Committee may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, this option, prospectively or retroactively; provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would adversely affect the rights of the Grantee shall not to that extent be effective without the consent of the Grantee.

(b) All notices under this option shall be mailed or delivered by hand to the parties at their respective addresses set forth beneath their names below or at such other address as may be designated in writing by either of the parties to one another.

(c) The Grantee hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all the terms and provisions thereof. The terms of this Agreement are governed by the terms of the Plan, and in the case of any inconsistency between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall govern.

(d) This option shall be governed by and construed in accordance with the laws of the State of Delaware, excluding any conflicts or choice of law, rules or principals that might otherwise refer construction or interpretation of any provisions of this Agreement to the substantive law of any other jurisdiction.

(e) Any dispute or disagreement which may arise under, or as a result of, or in any way related to, the interpretation, construction or application of this Agreement shall be determined by the Committee. Any determination made hereunder shall be final, binding and conclusive on the Grantee and the Company for all purposes.

(f) This Agreement shall inure to the benefit of and be binding upon any successor to the Company. This Agreement shall inure to the benefit of the Grantee's legal representative. All obligations imposed upon the Grantee and all rights granted to the Company under this Agreement shall be binding upon the Grantee's heirs, executors, administrator and successors.

[Signature Page Follows]

Date of Grant: ___________, ___

UNITED NATURAL FOODS, INC.

By: ______________________________
Mark E. Shamber
SVP, CFO and Treasurer
313 Iron Horse Way
Providence RI 02908

Grantee's Acceptance:

The undersigned hereby accepts the foregoing option and agrees to the terms and conditions thereof. The undersigned hereby acknowledges receipt of a copy of the Company's 2002 Stock Incentive Plan.

GRANTEE:

____

Address: ______________________________

____

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Exhibit 12.1

	Twelve Months Ended				
	July 31, 2010	August 1, 2009	August 2, 2008	July 28, 2007	July 29, 2006
Income before income taxes	$ 112,002	$ 100,182	$ 77,196	$ 82,215	$ 69,396
Add:					
Fixed charges	20,366	24,105	29,360	21,237	19,673
Amortization of capitalized interest	140	135	58	31	15
Less:					
Interest capitalized	(48)	(274)	(674)	(219)	(502)
Total earnings, as defined	132,460	124,148	105,940	103,264	88,582
Fixed charges:					
Interest expense	$ 5,845	$ 9,914	$ 16,133	$ 12,089	$ 11,210
Interest portion of rent expense**	13,887	13,422	12,139	8,475	7,513
Amortization of debt issuance costs	586	495	414	454	448
Capitalized interest	48	274	674	219	502
Total Fixed charges, as defined	$ 20,366	$ 24,105	$ 29,360	$ 21,237	$ 19,673
Ratio of earnings to fixed charges	6.5	5.2	3.6	4.9	4.5

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Exhibit 21

SUBSIDIARIES OF THE REGISTRANT

NAME	JURISDICTION OF INCORPORATION/FORMATION
Albert's Organics, Inc.	California
Natural Retail Group, Inc.	Delaware
United Natural Foods, Inc.	Delaware
United Natural Foods West, Inc.	California
United Natural Trading Co.	Delaware
d/b/a Woodstock Farms	
United Natural Transportation, Inc.	Delaware
Springfield Development Corp LLC	Delaware
Distribution Holdings, Inc.	Delaware
Millbrook Distribution Services, Inc.	Delaware
d/b/a UNFI Specialty Distribution Services	
Mt. Vikos, Inc.	Delaware
Fantastic Foods, Inc.	California
UNFI Canada, Inc.	Canada

QuickLinks

Exhibit 21

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors
United Natural Foods, Inc. and subsidiaries:

We consent to the incorporation by reference in the registration statements (No. 333-161800) on Form S-3 and (Nos. 333-161845, 333-161884, 333-19947, 333-19949, 333-71673, 333-56652, 333-106217, and 333-123462) on Form S-8 of United Natural Foods, Inc. of our report dated September 27, 2010, with respect to the consolidated balance sheets of United Natural Foods, Inc. and subsidiaries (the "Company") as of July 31, 2010 and August 1, 2009, and the related consolidated statements of income, stockholders' equity and cash flows for each of the fiscal years in the three-year period ended July 31, 2010, and the effectiveness of internal control over financial reporting as of July 31, 2010, which report appears in the July 31, 2010 annual report on Form 10-K of United Natural Foods, Inc.

Our report dated September 27, 2010, on the effectiveness of internal control over financial reporting contains an explanatory paragraph that states that the Company acquired certain Canadian food distribution assets of the SunOpta Distribution Group business ("UNFI Canada") during 2010, and management excluded from its assessment of the effectiveness of the Company's internal control over financial reporting as of July 31, 2010, UNFI Canada's internal control over financial reporting associated with total assets of $87.0 million (of which $36.3 million represents goodwill and intangible assets included within the scope of the assessment) and total revenues of $22.1 million included in the consolidated financial statements of the Company as of and for the year ended July 31, 2010. Our audit of internal control over financial reporting of the Company also excluded an evaluation of the internal control over financial reporting of UNFI Canada.

KPMG LLP

Providence, Rhode Island
September 27, 2010

QuickLinks

[Exhibit 23.1](#)

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 31.1

CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Steven L. Spinner certify that:

1. I have reviewed this annual report on Form 10-K of United Natural Foods, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

September 27, 2010
/s/ STEVEN L. SPINNER

Steven L. Spinner
Chief Executive Officer

Note: A signed original of this written statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

QuickLinks

Exhibit 31.1

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 31.2

CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Mark E. Shamber certify that:

1. I have reviewed this annual report on Form 10-K of United Natural Foods, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

September 27, 2010
/s/ MARK E. SHAMBER

Mark E. Shamber
Chief Financial Officer

Note: A signed original of this written statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

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[Exhibit 31.2](#)

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Exhibit 32.1

CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

The undersigned, in his capacity as the Chief Executive Officer of United Natural Foods, Inc., a Delaware corporation (the "Company"), hereby certifies that the Annual Report of the Company on Form 10-K for the period ended July 31, 2010 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in such Annual Report on Form 10-K fairly presents in all material respects the financial condition and results of operations of the Company.

/s/ STEVEN L. SPINNER

Steven L. Spinner
Chief Executive Officer

September 27, 2010

Note: A signed original of this written statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

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Exhibit 32.2

CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

The undersigned, in his capacity as the Chief Financial Officer of United Natural Foods, Inc., a Delaware corporation (the "Company"), hereby certifies that the Annual Report of the Company on Form 10-K for the period ended July 31, 2010 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in such Annual Report on Form 10-K fairly presents in all material respects the financial condition and results of operations of the Company.

/s/ MARK E. SHAMBER

Mark E. Shamber
Chief Financial Officer

September 27, 2010

Note: A signed original of this written statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

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[Exhibit 32.2](#)