



Edgar Filing: UNITED NATURAL FOODS INC - Form 8-K

certain medical benefits for a period of one year following termination of the Officer by the Company for a reason other than Cause, death or Disability or a resignation by the Officer for Good Reason (as each such term is defined in the agreement). In addition, in the event of a termination of the Officer by the Company for a reason other than Cause, death or Disability or a resignation by the Officer for Good Reason within one (1) year of a Change in Control (as such term is defined in the agreement), the Officer shall be entitled to the severance payments and medical benefits provided in the previous sentence, the acceleration in full of the vesting of all Options (as such term is defined in the Agreement) and restricted stock grants made to the Officer and the full vesting of the Officer's account under the Company's Employee Stock Ownership Plan. In addition, the severance agreements include confidentiality, non-competition and intellectual property assignment provisions.

The foregoing description of the severance agreements is a general description only and is qualified in its entirety by reference to the form of severance agreement entered into by each of the five Officers, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

- (a) Financial Statements of Businesses Acquired: Not Applicable
- (b) Pro Forma Financial Information: Not Applicable
- (c) Exhibits.

Exhibit No. -----	Description -----
10.1	Form of Severance Agreement by and between United Natural Foods, Inc. and the named officer.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

UNITED NATURAL FOODS, INC.

By: /s/ Rick D. Puckett

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Rick D. Puckett  
Vice President, Treasurer and  
Chief Financial Officer

Date: August 8, 2005