

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

FORM 8-K

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

Date of Report (Date of earliest event reported):
January 31, 2008

United Community Banks, Inc.
(Exact name of registrant as specified in its charter)

Georgia
(State or other jurisdiction of
incorporation)

No. 0-21656
(Commission File Number)

No. 58-180-7304
(IRS Employer
Identification No.)

63 Highway 515, P.O. Box 398
Blairsville, Georgia 30512
(Address of principal executive offices)

Registrant's telephone number, including area code:
(706) 781-2265

Not applicable
(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240-13e-4(c))
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Item 5.02 **Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

Thomas C. Gilliland, Jr., United Community Banks, Inc.'s Executive Vice President, Secretary and General Counsel, retired from those positions effective January 31, 2008. Mr. Gilliland also informed the Company that he does not intend to stand for re-election to the Board of Directors of United Community Banks, Inc. at its 2008 Annual Meeting and will retire as a director at the end of his current term on April 30, 2008.

In connection with his retirement, Mr. Gilliland entered into an amendment to certain of his outstanding stock option and restricted stock unit award agreements under the 1995 Key Employee Stock Option Plan and the 2000 Key Employee Stock Option Plan. The amendment changed the vesting and exercise periods of the awards granted to Mr. Gilliland, except those unvested awards granted in 2006 and 2007, so that each award will continue to vest and be exercisable following Mr. Gilliland's retirement in accordance with the initial vesting and exercise schedules for such awards. The amendments were made at no additional cost to the Company. A copy of Amendment is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 9.01 **Financial Statements and Exhibits**

(d) Exhibits:

10.1 Amendment to Award Agreements, dated January 31, 2008, by and between the Company and Thomas C. Gilliland.

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.

/s/ Rex S. Schuette

Rex S. Schuette
Executive Vice President and
Chief Financial Officer

February 5, 2008

**UNITED COMMUNITY BANKS, INC.
AMENDMENT TO
AWARD AGREEMENTS**

THIS AMENDMENT is made as of the 31st day of January, 2008 by and between **UNITED COMMUNITY BANKS, INC.**, a Georgia corporation, (the "**Company**") and **THOMAS C. GILLILAND** (the "**Grantee**").

WHEREAS, the Company operates the 1995 Key Employee Stock Option Plan and the 2000 Key Employee Stock Option Plan, each as have been amended and restated from time to time (the "**Plans**"); and

WHEREAS, the Company and the Grantee wish to amend the award agreements of the Grantee under the Plans (the "**Award Agreements**") to change the vesting schedule and the exercise term for the outstanding awards granted thereunder and described on Exhibit A hereto (the "**Awards**");

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

1. **Amendment to Vesting Period.** Notwithstanding any other provision contained in any of the Award Agreements, including any provision in conflict with the terms of this provision, the Awards under each Award Agreement shall continue to vest in accordance with the applicable vesting schedule for such Award following the Grantee's termination of employment just as if the Grantee had remained employed through the term of such vesting schedule.
 2. **Amendment to Exercise Period.** Notwithstanding any other provision contained in any of the Award Agreements, including any provision in conflict with the terms of this provision, the Awards under each Award Agreement shall remain exercisable for the remaining exercise period of such Award following the Grantee's termination of employment.
 3. **Section 409A Compliance.** The Award Agreements and this Amendment shall at all times be operated in accordance with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and rulings thereunder ("**Section 409A**"). The Company shall have the authority to take action under this Amendment, or refrain from taking any action, that is reasonably necessary to comply with Section 409A without any additional cost or tax to the Company or the Grantee. Specifically, the Company shall have the authority to vary the terms of Section 1 hereof with respect to the Restricted Stock Unit Award Agreements ("**RSU Agreements**") granted to the Grantee by the Company and to make additional amendments to such RSU Agreements, to the extent necessary or desirable to comply with Section 409A.
 4. **No Other Changes.** This Amendment shall be effective as of the date hereof. Except as hereby modified, the Award Agreements and Plans shall remain in full force and effect.
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IN WITNESS WHEREOF, the Company and Grantee have executed this Amendment as of the date first written above.

**UNITED COMMUNITY BANKS,
INC.**

By: /s/ Jimmy C. Tallent
Name: Jimmy C. Tallent
Title: President and CEO

By: /s/ Thomas C. Gilliland
Thomas C. Gilliland

Optionee Statement

Thomas C. Gilliland

Grant Date	Expiration Date	Grant Type	Outstanding	Grant Price	Exercisable	Vesting Schedule	Exercisable
01/01/99	01/01/09	Non-Qualified	2,328	\$ 13.33	2,328		
04/20/00	04/20/10	Non-Qualified	7,542	\$ 12.67	7,542		
04/18/01	04/18/11	Non-Qualified	9,414	\$ 11.67	9,414		
03/11/02	03/11/12	Non-Qualified	13,494	\$ 13.00	13,494		
04/17/03	04/17/13	Non-Qualified	17,105	\$ 16.39	17,105		
04/17/03	04/17/13	Incentive*	6,102	\$ 16.39	6,102		
06/07/04	06/07/14	Non-Qualified	6,375	\$ 23.75	6,375		
06/07/04	06/07/14	Incentive*	2,125	\$ 23.75	0		
					<i>Vesting on</i>	2,125	6/7/2008
05/16/05	05/16/15	Non-Qualified	4,606	\$ 23.10	4,500		
					<i>Vesting on</i>	106	5/16/2008
05/16/05	05/16/15	Incentive*	4,394	\$ 23.10	0		
					<i>Vesting on</i>	2,144	5/16/2008
						2,250	5/16/2009
05/16/05	05/16/15	Restricted	563	\$ 0.00	0		
					<i>Vesting on</i>	563	1/31/2009
04/26/06	04/26/16	Non-Qualified	2,500	\$ 28.85	2,500		
Optionee Totals			76,548		69,360		

*Non-Qualified if not exercised on or before April 30, 2008