
**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): February 19, 2009

HOOKER FURNITURE CORPORATION

(Exact name of registrant as specified in its charter)

Virginia
(State or other jurisdiction of
incorporation or organization)

000-25349
(Commission
File No.)

54-0251350
(I.R.S. Employer
Identification No.)

440 East Commonwealth Boulevard,
Martinsville, Virginia
(Address of principal executive offices)

24112
(Zip Code)

(276) 632-0459
(Registrant's telephone number,
including area code)

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 (see General Instruction A.2. below):

- 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 1.01. Entry into a Material Definitive Agreement.

On February 19, 2009, Hooker Furniture Corporation (the "Company") amended its credit agreement with Bank of America, N.A. The amendment effective as of January 1, 2009:

- modified the definition of "Cash Flow" to exclude all non-cash charges. The effect of the amendment is to exclude all non-cash charges, including the asset impairment described in Item 2.06 below, from the calculation of Cash Flow for purposes of the Company's Debt Service Coverage Ratio under the credit agreement; and
- increased the Commitment Fee and the fee for LIBOR Loans and Letters of Credit under the credit agreement.

All other terms of the agreement were unchanged. This summary of the terms of the amendment to the credit agreement is qualified in its entirety by reference to the text of the amendment attached as Exhibit 10.1 to this Form 8-K, which is incorporated herein by reference.

Item 2.06. Material Impairments.

In connection with the preparation of the Company's financial statements for the fiscal year ended February 1, 2009, management of the Company concluded on February 13, 2009 that a non-cash impairment charge of \$4.5 - \$5.0 million pretax is required to be recorded for the fiscal 2009 fourth quarter. Continued weakness in the financial markets and the impact of the current economy on the Company's business have caused the Company's market capitalization to fall below its book value, rendering certain intangible assets impaired. The impairment affects the Company's Bradington-Young trade name and goodwill related to both the Company's Bradington-Young and Opus Designs furniture lines. Giving effect to the amendment of the Company's credit agreement described in Item 1.01 above, the Company will be in compliance with the financial covenants under its credit agreement with Bank of America, N.A.

The Company expects to announce its fourth quarter results on or about April 14, 2009.

Statements made in this report, other than those concerning historical financial information, may be considered forward-looking statements. These statements are subject to risks and uncertainties that could cause actual results to differ materially from those in the forward-looking statements, including but not limited to: current economic conditions and instability in the financial and credit markets including their potential impact on the Company's (i) sales and operating costs and access to financing, (ii) customers and suppliers and their ability to obtain financing or generate the cash necessary to conduct their business; general economic or business conditions, both domestically and internationally; price competition in the furniture industry; changes in domestic and international monetary policies and fluctuations in foreign currency exchange rates affecting the price of the Company's imported products; the cyclical nature of the furniture industry which is particularly sensitive to changes in consumer confidence, the amount of consumers' income available for discretionary purchases and the availability and terms of consumer credit; risks associated with the cost of imported goods, including fluctuation in the prices of purchased finished goods and transportation and warehousing costs; supply, transportation and distribution disruptions, particularly those affecting imported products; adverse political acts or developments in, or affecting, the international markets from which the Company imports products, including duties or tariffs imposed on products imported by the Company; risks associated with domestic manufacturing operations, including fluctuations in capacity utilization and the prices of key raw materials, transportation and warehousing costs, domestic labor costs and environmental compliance and remediation costs; the Company's ability to successfully implement its business plan to increase Sam Moore Furniture's and Opus Design's sales and improve their financial performance; achieving and managing growth and change, and the risks associated with acquisitions, restructurings, strategic alliances and international operations; risks associated with distribution through retailers, such as non-binding dealership arrangements; capital requirements and costs; competition from non-traditional outlets, such as catalogs, internet and home improvement centers; changes in consumer preferences, including increased demand for lower quality, lower priced furniture due to declines in consumer confidence and/or discretionary income available for furniture purchases and the availability of consumer credit; and higher than expected costs associated with product quality and safety, including regulatory compliance costs related to the sale of consumer products and costs related to defective products. Any forward-looking statement that the Company makes speaks only as of the date of that statement, and the Company undertakes no obligation to update any forward-looking statements whether as a result of new information, future events, or otherwise.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits*

<u>Exhibit</u>	<u>Description</u>
10.1	Third Amendment to Credit Agreement, dated as of February 19, 2009, between the Company and Bank of America N.A.

Signature

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.

HOOKER FURNITURE CORPORATION

By: /s/ Edwin L. Ryder
Edwin L. Ryder
EVP – Finance and Administration

Date: February 20, 2009

Exhibit List

<u>Exhibit</u>	<u>Description</u>
<u>10.1</u>	<u>Description</u> Third Amendment to Credit Agreement, dated as of February 19, 2009, between the Company and Bank of America N.A.

THIRD AMENDMENT TO CREDIT AGREEMENT

THIS THIRD AMENDMENT TO CREDIT AGREEMENT (this "Amendment") dated as of February 19, 2009, is by and among **HOOKER FURNITURE COMPANY** (the "Borrower"), **THE PERSONS IDENTIFIED AS LENDERS ON THE SIGNATURE PAGE HERETO** (whether one or more, the "Lenders") and **BANK OF AMERICA, N.A.**, as agent for the Lenders (the "Agent").

WHEREAS, the Borrower, the Lenders and the Agent are parties to a Credit Agreement dated as of April 30, 2003, as amended by a First Amendment to Credit Agreement dated as of February 18, 2005, and a Second Amendment to Credit Agreement dated as of February 27, 2008 (such credit agreement and amendments, the "Existing Credit Agreement"); and

WHEREAS, the Borrower has requested that the Lenders make certain amendments to the Existing Credit Agreement; and

WHEREAS, the Lenders are willing to do so, as more fully set forth below, but only on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. Definitions. "Amended Credit Agreement" means the Existing Credit Agreement as amended by this Amendment. Capitalized terms used in this Amendment and not otherwise defined shall have the meanings ascribed to them in the Existing Credit Agreement.

2. Amendment of Certain Definitions.

(a) **Effective as of January 1, 2009**, the definition of "Applicable Rate" in Section 1.1 of the Existing Credit Agreement is amended by deleting the first sentence thereof and replacing it with the following:

"Applicable Rate" means, from time to time, the following percentages per annum, based upon the Funded Debt to EBITDA ratio (the "Financial Covenant") as set forth in the most recent Compliance Certificate received by Agent pursuant to Section 6.02(b):

Pricing Level	Funded Debt to EBITDA Ratio	Commitment Fee	LIBOR Loans and Letters of Credit
1	< 0.75:1	0.200%	1.25%
2	>0.75:1 but < 1.25:1	0.250%	1.50%
3	>1.25:1 but < 1.50:1	0.250%	1.75%
4	>1.50:1	0.375%	2.00%

(b) **Effective as of January 1, 2009**, the definition of "Cash Flow" in Section 1.1 of the Existing Credit Agreement is amended to read in its entirety as follows:

"Cash Flow" means, for any period (a) net income, after income taxes, (b) less income or plus loss from discontinued operations and extraordinary items, (c) plus depreciation, depletion, amortization and other non-cash charges, (d) plus interest expense on all obligations, and (e) minus dividends, withdrawals, and other distributions, in each case for such period.

1 **References in Other Credit Documents.** All references in the Existing Credit Agreement to the "Credit Agreement" and all references in the other Loan Documents to the "Credit Agreement" shall be deemed to refer to the Amended Credit Agreement.

2 **Representations and Warranties.** The Borrower hereby represents and warrants that (a) the representations and warranties contained in Article V of the Existing Credit Agreement (as amended by this Amendment) are correct in all material respects on and as of the date hereof as though made on and as of such date and after giving effect to the amendments contained herein, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date, and except that for purposes of this Section, the representations and warranties contained in subsections (a) and (b) of Section 5.05 of the Existing Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01, and (b) no Default or Event of Default exists under the Existing Credit Agreement on and as of the date hereof and after giving effect to the amendments contained herein.

3 **Ratification and Reaffirmation.** Each Loan Party hereby ratifies the Loan Documents to which it is a party and acknowledges and reaffirms (a) that it is bound by all terms of such Loan Documents (as amended hereby) applicable to it and (b) that it is responsible for the observance and full performance of its respective Obligations under such Loan Documents.

4 **Instrument Pursuant to Existing Credit Agreement.** This Amendment is a Loan Document executed pursuant to the Existing Credit Agreement and shall (unless otherwise expressly indicated therein) be construed, administered and applied in accordance with the terms and provisions of the Amended Credit Agreement.

5 **No Other Changes.** Except as expressly modified and amended by this Amendment, the Existing Credit Agreement and all other Loan Documents shall continue in full force and effect and all the terms, provisions and conditions of the Loan Documents shall remain unchanged.

6 **Severability.** Any provision of this Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

7 **Counterparts.** This Amendment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of executed counterparts of this Amendment by telecopy shall be effective as an original and shall constitute a representation that an original shall be delivered.

8 **Governing Law.** This Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to the conflict of law principles thereof.

9 **Successors and Assigns.** This Amendment shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

10 **Fees and Expenses.** The Borrower shall pay to the Lenders and Agent upon demand the full amount of all costs and expenses, including reasonable attorneys' fees, incurred by the Lenders and Agent in the negotiation and preparation of this Amendment.

IN WITNESS WHEREOF, the Borrower, Agent and the Lenders have caused this Amendment to be executed under seal by their duly authorized officers as of the date first above written.

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SIGNATURE PAGE TO THIRD AMENDMENT TO CREDIT AGREEMENT

Borrower:

HOOKER FURNITURE CORPORATION

By: /s/ Paul B. Toms, Jr

Name: Paul B. Toms, Jr.

Title: Chairman, President and Chief Executive Officer

By: /s/ Edwin L. Ryder

Name: Edwin L. Ryder

Title: EVP- Finance and Administration

Agent:

BANK OF AMERICA, N.A.

By: /s/ Greg L. Richards

Name: Greg L. Richards

Title: Senior Vice President

Lenders:

BANK OF AMERICA, N.A.

By: /S/ Greg L. Richards

Name: Greg L. Richards

Title: Senior Vice President
