

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

UNITED COMMUNITY BANKS, INC.

(Exact Name of Issuer as Specified in its Charter)

Georgia
(State or Other Jurisdiction of
Incorporation or Organization)

P.O. Box 398
63 Highway 515
Blairsville, Georgia 30512
(Address of Issuer's Principal Executive Offices)

58-1807304
(I.R.S. Employer
Identification Number)

United Community Banks Employee Stock Purchase Plan

(Full Title of the Plan)

Jimmy C. Tallent
President and Chief Executive Officer
P.O. Box 398
63 Highway 515
Blairsville, Georgia 30512
(706) 781-2265
(Name, Address and Telephone Number, Including Area Code, of Agent for Service)

Copies to:

James W. Stevens
Kilpatrick Stockton LLP
1100 Peachtree Street, N.E. , Suite 2800
Atlanta, Georgia 30309
(404) 815-6500
(404) 541-3400 (fax)

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock \$1.00 par value, to be issued under the Employee Stock Purchase Plan	250,000 ⁽¹⁾	\$ 27.13 ⁽²⁾	\$6,872,500 ⁽²⁾	\$ 725.73

(1) In addition, pursuant to Rule 416 of the Securities Act of 1933, as amended, this Registration Statement shall be deemed to cover any additional shares of Common Stock of the Registrant as may be issuable in the event of a stock dividend, stock split, recapitalization, or other similar changes in the capital structure, merger, consolidation, spin-off, split-off, spin-out, split-up, reorganization, partial or complete liquidation, or other distribution of assets, issuance of rights or warrants to purchase securities, or any other corporate transaction or event having an effect similar to any of the foregoing.

(2) Estimated solely for the purpose of calculating the registration fee pursuant to Rules 457(c) and (h) under the Securities Act of 1933, as amended, on the basis of \$27.13 per share, the average of the high and low prices per share of the Common Stock on December 16, 2005, as reported by the Nasdaq National Market.

PART I. INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I of Form S-8 will be sent or given to participating employees as specified by Rule 428(b)(1) promulgated under the Securities Act of 1933, as amended (the "Securities Act"). Such documents and the documents incorporated by reference herein pursuant to Item 3 of Part II hereof, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II. INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents filed by United Community Banks, Inc. (the "Company" or the "Registrant") are incorporated by reference into this Registration Statement and are deemed to be a part hereof from the date of the filing of such documents:

- (1) The Registrant's Annual Report on Form 10-K for its fiscal year ended December 31, 2004.
- (2) The Registrant's Quarterly Report on Form 10-Q for its fiscal quarter ended March 31, 2005.
- (3) The Registrant's Quarterly Report on Form 10-Q for its fiscal quarter ended June 30, 2005.
- (4) The Registrant's Quarterly Report on Form 10-Q for its fiscal quarter ended September 30, 2005.
- (5) All other reports of the Registrant filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") since the end of the fiscal year covered by the Registrant's Annual Report on Form 10-K for its fiscal year ended December 31, 2004.
- (6) A description of the Registrant's Common Stock contained in the Registrant's Statement on Form S-3, File No. 3-116623, filed with the Commission on June 18, 2004, including any amendment or report filed for the purpose of updating such description.
- (7) All other documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities that remain unsold.

ITEM 4. DESCRIPTION OF SECURITIES

Not applicable (the Registrant's common stock is registered under Section 12(g) of the Exchange Act).

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

The validity of the issuance of the shares of common stock offered hereby and certain other legal matters will be passed upon for us by Kilpatrick Stockton LLP, Atlanta, Georgia. As of the date of this prospectus supplement, Kilpatrick Stockton attorneys participating in this matter own approximately 25,516 shares of our common stock.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Registrant's Articles of Incorporation provide that no director shall be personally liable to the Registrant or its shareholders for breach of his or her duty of care or other duty as a director, but only to the extent permitted from time to time by the Georgia Business Corporation Code.

The Registrant's Bylaws require the Registrant to indemnify directors, officers, employees, and agents against judgments, fines, penalties, amounts paid in settlement, and expenses, including attorney's fees, resulting from various types of legal actions or proceedings instituted by third parties if the actions of the director, officer, employee, or agent being indemnified meet the standards of conduct specified therein.

In addition, the Bylaws require the Registrant to indemnify directors, officers, employees, and agents for expenses actually and reasonably incurred in connection with legal actions or proceedings instituted by or in the right of the Registrant to procure a judgment in our favor, if the actions of the director, officer, employee, or agent being indemnified meet the standards of conduct set forth therein. However, we will not indemnify a director, officer, employee, or agent for such expenses if such person is adjudged liable to the Registrant, unless so ordered by the court in which the legal action or proceeding is brought.

A determination concerning whether or not the applicable standard of conduct has been met by a director, officer, employee, or agent seeking indemnification must be made by (1) a disinterested majority of the board of directors, (2) our legal counsel, if a quorum of disinterested directors is not obtainable or if the disinterested directors so order, or (3) an affirmative vote of a majority of shares held by the shareholders. No indemnification may be made to or on behalf of a director, officer, employee or agent in connection with any other proceeding in which such person was adjudged liable on the basis that personal benefit was improperly received by him or her.

As provided under Georgia law, the liability of a director may not be eliminated or limited (1) for any appropriation, in violation of his duties, of any business opportunity of the Registrant, (2) for acts or omissions which involve intentional misconduct or a knowing violation of law, (3) for unlawful corporate distributions or (4) for any transaction from which the director received an improper benefit.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to the Registrant's directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

The Registrant's directors and officers are insured against losses arising from any claim against them as such for wrongful acts or omissions, subject to limitations.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Not applicable.

ITEM 8. EXHIBITS

The exhibits included as part of this Registration Statement are as follows:

<u>Exhibit Number</u>	<u>Description</u>
4	United Community Banks Employee Stock Purchase Plan, dated December 16, 2005
5	Opinion of Kilpatrick Stockton, LLP
23.1	Consent of Porter Keadle Moore, LLP
23.2	Consent of Kilpatrick Stockton LLP (included in Exhibit 5)
24	Power of Attorney (included on Signature Page of this Registration Statement)

ITEM 9. UNDERTAKINGS

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the registration statement;

Provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act, that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) The undersigned Registrant hereby undertakes to deliver or cause to be delivered with the prospectus, to each person to whom the prospectus is sent or given, the latest annual report to security holders that is incorporated by reference in the prospectus and furnished pursuant to and meeting the requirements of Rule 14a-3 or Rule 14c-3 under the Exchange Act; and, where interim financial information required to be presented by Article 3 of Regulation S-X is not set forth in the prospectus, to deliver, or cause to be delivered to each person to whom the prospectus is sent or given, the latest quarterly report that is specifically incorporated by reference in the prospectus to provide such interim financial information.

(d) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions of the Articles of Incorporation or Bylaws or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Blairsville, State of Georgia, on December 19, 2005.

UNITED COMMUNITY BANKS, INC.

By: /s/ Jimmy C. Tallent
Jimmy C. Tallent
President and Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Jimmy C. Tallent and Robert L. Head, Jr., and either of them, his true and lawful attorneys-in-fact with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement and to cause the same to be filed, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby granting to said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing whatsoever requisite and desirable to be done in and about the premises, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all acts and things that said attorneys-in-fact and agents, or their substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons, in the capacities indicated, on December 19, 2005.

<u>Signature</u>	<u>Title</u>
<u>/s/ Jimmy C. Tallent</u> Jimmy C. Tallent	President, Chief Executive Officer and Director (Principal Executive Officer)
<u>/s/ Rex S. Schuette</u> Rex S. Schuette	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
<u>/s/ Alan H. Kumler</u> Alan H. Kumler	Senior Vice President, Controller and Chief Accounting Officer (Principal Accounting Officer)
<u>/s/ Robert L. Head, Jr.</u> Robert L. Head, Jr.	Chairman of the Board
<u>/s/ W.C. Nelson, Jr.</u> W. C. Nelson, Jr.	Vice Chairman of the Board
<u>/s/ A. William Bennett</u> A. William Bennett	Director
<u>/s/ Robert H. Blalock</u> Robert H. Blalock	Director

/s/ Guy W. Freeman

Director

Guy W. Freeman

/s/ Thomas C. Gilliland

Director

Thomas C. Gilliland

/s/ Charles Hill

Director

Charles Hill

/s/ Hoyt O. Holloway

Director

Hoyt O. Holloway

/s/ Clarence W. Mason, Sr.

Director

Clarence W. Mason, Sr.

/s/ Tim Wallis

Director

Tim Wallis

EXHIBIT INDEX

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**UNITED COMMUNITY BANKS
EMPLOYEE STOCK PURCHASE PLAN**

ARTICLE I - INTRODUCTION.

1.1 **STATEMENT OF PURPOSE.** The purpose of the United Community Banks Employee Stock Purchase Plan is to provide eligible employees of the Company and its Subsidiaries, who wish to become shareholders, or increase their ownership, an opportunity to purchase Common Stock of the Company. The Board of Directors of the Company believes that employee participation in the Plan will be to the mutual benefit of both the employees and the Company.

1.2 **INTERNAL REVENUE CODE CONSIDERATIONS.** The Plan is intended to constitute an "employee stock purchase plan" within the meaning of Section 423 of the Internal Revenue Code of 1986, as amended.

ARTICLE II - CERTAIN DEFINITIONS.

2.1 "ADMINISTRATOR" means the individual or committee appointed by the Board to administer the Plan, as provided in Section 6.5 hereof.

2.2 "BOARD" means the Board of Directors of the Company.

2.3 "CODE" means the Internal Revenue Code of 1986, as amended.

2.4 "COMPANY" means United Community Banks, Inc., a Georgia corporation.

2.5 "COMPENSATION" means the total remuneration paid, during the period of reference, to an Employee by the Employer, including regular salary or wages, overtime payments, bonuses, commissions, incentives and vacation pay, to which has been added (a) any elective deferral amounts by which the Employee has had his current remuneration reduced for the purposes of funding a contribution to any plan sponsored by the Employer and satisfying the requirements of section 401(k) of the Code, and (b) any amounts by which the Employee's compensation has been reduced pursuant to a deferral compensation plan or compensation reduction agreement between the Employee and the Employer for the purpose of funding benefits through any cafeteria plan sponsored by the Employer meeting the requirements of section 125 of the Code. There shall be excluded from "Compensation" for the purposes of the Plan, whether or not reportable as income by the Employee, expense reimbursements of all types, payments in lieu of expenses, the Employer contributions to any qualified retirement plan or other program of deferred compensation (except as provided above), the Employer contributions to Social Security or worker's compensation, the costs paid by the Employer in connection with fringe benefits and relocation, including gross-ups, and any amounts accrued for the benefit of the Employee, but not paid, during the period of reference.

2.6 "CONTINUOUS SERVICE" means the period of time during which the Employee has been employed by the Company or a Subsidiary and during which there has been no interruption of Employee's employment by the Company or a Subsidiary. For this purpose, periods of Excused Absence shall not be considered to be interruptions of Continuous Service. Continuous Service shall also include periods of service with the predecessor businesses of the Company and, at the election of the Company, may include periods of service with a corporation or other entity acquired by the Company after the Effective Date.

2.7 "EFFECTIVE DATE" shall mean December 16, 2005, if by or within twelve months of that date, the Plan is or has been approved at a duly held meeting of the shareholders of the Company by the affirmative vote of the holders of the majority of outstanding Common Stock of the Company present, or represented, and entitled to vote at the meeting.

2.8 "ELIGIBLE EMPLOYEE" means each full-time or part-time Employee who has completed ninety (90) days of Continuous Service other than:

(a) a temporary Employee;

(b) an Employee whose title is Chief Executive Officer or Executive Vice President of the Company;

(c) an Employee who is deemed for purposes of Section 423(b)(3) of the Code to own stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company;

and

(d) an Employee subject to the laws of a country which would prohibit the Employee's participation in the Plan.

2.9 "EMPLOYEE" means each person employed by the Company or a Subsidiary.

2.10 "EMPLOYER" means the Company and each Subsidiary.

2.11 "EXCUSED ABSENCE" means absence pursuant to a leave of absence granted by the Company or any other entity constituting the Company, absence due to disability or illness, absence by reason of a Layoff, or absence by reason of active duty in the armed forces of the United States. In no event may an Excused Absence exceed six (6) months in length (or, if longer and if applicable, the period of the individual's active duty in the armed forces of the United States and such period thereafter, as such individual's right to reemployment by the Company is protected by law), and any absence shall cease to be an Excused Absence upon the earlier of (a) the last day of the calendar month in which the duration of the absence reaches six (6) months or (b) the last day of the calendar month in which the leave expires by its terms, the layoff ends by recall or permanent separation from service, or recovery from illness or disability occurs.

2.12 “FAIR MARKET VALUE” means, with respect to Stock, the fair market value of such stock, as determined in good faith by the Administrator; provided, however, that:

(a) if the Stock is admitted to trading on a national securities exchange, Fair Market Value on any date shall be the last sale price reported for the Stock on such exchange on such date or, if no sale was reported on such date, on the last date preceding such date on which a sale was reported,

(b) if the Stock is admitted to quotation on the National Association of Securities Dealers Automated Quotation System (“NASDAQ”) or other comparable quotation system and has been designated as a National Market System (“NMS”) security, Fair Market Value on any date shall be the last sale price reported for the Stock on such system on such date or on the last day preceding such date on which a sale was reported, or

(c) if the Stock is admitted to Quotation on NASDAQ and has not been designated a NMS security, Fair Market Value on any date shall be the average of the highest bid and lowest asked prices of the Shares on such system on such date.

2.13 “INITIAL OFFERING DATE” is defined in Section 2.15 below.

2.14 “OFFERING” means the offering of shares of Stock under the Plan.

2.15 “OFFERING DATE” means the first business day of each Purchase Period during which the Plan is in effect; provided, however, that the initial Offering Date (“Initial Offering Date”) shall be the first business day after the Effective Date as of which the Administrator determines that participation in the Plan can be offered to Eligible Employees.

2.16 “PARTICIPANT” means each Eligible Employee who elects to participate in the Plan.

2.17 “PLAN” means the United Community Banks Employee Stock Purchase Plan, as the same is set forth herein and as the same may hereafter be amended.

2.18 “ENROLLMENT FORM” means the document prescribed by the Administrator pursuant to which an Eligible Employee has enrolled to be a Participant or such electronic equivalent as may be permitted by the Administrator.

2.19 “PURCHASE DATE” means the date within five (5) business days after the end of the Purchase Period on which the Stock is purchased.

2.20 “PURCHASE PERIOD” means each payroll period beginning after the Effective Date (which payroll periods may be different for different groups of Employees who may be paid over different periods); provided, however, the initial Purchase Period (“Initial Purchase Period”) may be a short period beginning on the Initial Offering Date and ending on the last day of the payroll period in which the Initial Offering Date falls.

The Administrator shall have the authority to change the duration and/or frequency of Purchase Periods with respect to future purchases and/or to suspend the Plan for one or more Purchase Periods, and shall announce any such change at least 5 days prior to the scheduled beginning of the first Purchase Period to be affected by the change.

2.21 "PURCHASE PRICE" means such term as it is defined in Section 4.3 hereof.

2.22 "STOCK" means the Common Stock, par value \$1.00 per share, of the Company.

2.23 "STOCK PURCHASE ACCOUNT" means an account consisting of all amounts withheld from an Employee's Compensation or otherwise paid into the Plan for the purpose of purchasing shares of Stock for such Employee under the Plan, reduced by all amounts applied to the purchase of Stock for such Employee under the Plan.

2.24 "SUBSIDIARY" shall mean a corporation described in Section 424(f) of the Code that has, with the permission of the Administrator, adopted the Plan. The participating Subsidiaries on the Effective Date are listed on Schedule A attached hereto.

ARTICLE III - ADMISSION TO PARTICIPATION.

3.1 INITIAL PARTICIPATION. Only Eligible Employees may participate in the Plan. Any Eligible Employee may elect to be a Participant and may become a Participant by executing and filing with the Administrator an Enrollment Form at such time in advance and on such forms as prescribed by the Administrator, or through telephone or other electronic arrangements as may be established by the Administrator. The effective date of an Eligible Employee's participation shall be the Offering Date next following the date on which the Administrator receives from the Eligible Employee a properly filed Enrollment Form; provided, however, that the Initial Offering Date may precede receipt of the Eligible Employee's Enrollment Form. Participation in the Plan will continue automatically from one Purchase Period to another unless notice is given pursuant to Section 3.2. The Eligible Employee may change his Enrollment Form for each Purchase Period in accordance with rules established by the Administrator.

3.2 DISCONTINUANCE OF PARTICIPATION FOR HARDSHIP WITHDRAWAL. Any Participant may withdraw from the Plan by filing a Notice of Hardship Withdrawal with the Administrator at such time in advance and on such forms, or using such other procedures, as the Administrator may specify. Upon approval of such withdrawal, there shall be paid to the Participant the amount of cash, if any, standing to his credit in his Stock Purchase Account. The delivery of shares (certificates or electronically) representing the shares of Stock held for such Participant under the Plan shall be made in the manner provided in Section 4.6.

3.3 DISCONTINUANCE OF PARTICIPATION. If a Participant ceases to be an Eligible Employee other than by death, the entire amount of cash, if any, standing to the Participant's credit in his Stock Purchase Account shall be refunded to him. Notwithstanding the foregoing, should a Participant cease to be an Eligible Employee (as a result of the restrictions in Section 2.8(b) or (c)), such Participant may continue to participate only through the end of the Purchase Period during which such option was granted. The delivery of shares (certificates or electronically) representing the shares of Stock held for such Participant under the Plan shall be made in the manner provided in Section 4.6.

3.4 READMISSION TO PARTICIPATION. Any Eligible Employee who has previously been a Participant, who has taken a hardship withdrawal and who wishes to be reinstated as a Participant may become a Participant after a 12 month waiting period (waiting period may be amended by the Administrator) by executing and filing with the Administrator a new Enrollment Form. Reinstatement to Participant status shall be effective as of the beginning of the month following the expiration of the waiting period. A Participant who has ceased contributions, but has not taken a hardship withdrawal, may again elect to participate as of the next Purchase Period. The Enrollment Form must be filed and received by Human Resources no later than the fifth day of the month to be effective for that month.

ARTICLE IV - STOCK PURCHASE.

4.1 RESERVATION OF SHARES. Except as provided in the antidilution provisions of Section 5.2 hereof, the aggregate number of shares of Stock that may be purchased under the Plan shall not exceed 500,000 shares. Shares of Stock issued pursuant to the Plan may be either unissued shares of Stock, Stock held in treasury, or shares of Stock acquired in the market or directly from shareholders.

4.2 LIMITATION ON SHARES AVAILABLE. Subject to the other limitations set forth in the Plan, the maximum number of shares of Stock that may be purchased for each Participant on a Purchase Date is the lesser of (a) the number of whole and fractional shares of Stock that can be purchased by applying the full balance of his Stock Purchase Account to such purchase of shares at the Purchase Price (as hereinafter determined), (b) the number of shares of Stock that would not cause the Participant to exceed the limit of Section 2.8(c), or (c) the number of whole and fractional shares that can be purchased with an amount equal to the greater of \$1,040.00 (the Administrator shall have the authority to modify this limit annually) or 25% of the Participant's expected Purchase Period Compensation. A Participant's expected Purchase Period Compensation shall be determined by multiplying his normal hourly or weekly rate of Compensation (as in effect on the last day prior to such Offering Date) by the number of regularly scheduled hours or weeks of work for such Participant during the Purchase Period plus any expected payment for bonus, commission or incentive. Any portion of a Participant's Stock Purchase Account that cannot be applied by reason of the foregoing limitation shall remain in the Participant's Stock Purchase Account for application to the purchase of Stock on the next Offering Date (unless withdrawn before such next Offering Date).

4.3 PURCHASE PRICE OF SHARES. The Purchase Price per share of Stock purchased for Participants pursuant to any Offering shall be the sum of (a) ninety-five percent (95%) of the Fair Market Value of such share of Stock on the Purchase Date for such Offering, and (b) any transfer, excise, or similar tax imposed on the transaction pursuant to which such share of Stock is purchased. If the Purchase Date with respect to the purchase of Stock is a day on which the stock is selling ex-dividend but is on or before the record date for such dividend, then for Plan purposes the Purchase Price per share will be increased by an amount equal to the dividend per share. In no event shall the Purchase Price be less than the par value of the Stock.

4.4 ESTABLISHMENT OF STOCK PURCHASE ACCOUNT. Each Participant shall authorize payroll deductions from Compensation for the purposes of funding his Stock Purchase Account. In the Enrollment Form, each Participant shall authorize a whole dollar deduction from the payment of his Compensation during each Purchase Period and such deduction shall continue until changed by the Participant. The deduction shall not be more than \$1,040.00 (or a dollar amount, not exceeding such amount described in Section 4.2(b), and not less than \$10.00 or any minimum amount established by the Administrator or its designee). If a Participant is employed by more than one Employer, such Participant can elect to have the deduction of his Compensation from all Employers deducted from the payment of Compensation by a single Employer.

The Administrator requires that any payroll deduction must be made in whole dollars. In addition, the Administrator may allow, in *its sole* discretion and subject to such terms and procedural requirements as it may establish, for the delivery of additional cash payments by Participants directly to the Administrator or its designee; provided, however, that the total payroll deductions and direct cash payments may not exceed, in the aggregate for any calendar year, twenty-five percent (25%) of the total Compensation paid such Participant for the respective calendar year. A Participant may increase or decrease the deduction to any permissible level (or stop the deduction) for any subsequent Purchase Period by filing a new Enrollment Form by the fifth day of the month for which the change is to be effective.

4.5 EXERCISE OF PURCHASE PRIVILEGE. (a) Subject to the provisions of Section 4.2 above, on each Purchase Date there shall be purchased for the Participant at the Purchase Price the largest number of whole and fractional shares of Stock that can be purchased with the entire amount standing to the Participant's credit in his Stock Purchase Account.

(b) Notwithstanding anything contained herein to the contrary, (i) a Participant may not during any calendar year purchase shares of Stock having an aggregate Fair Market Value, determined at the time of each Offering Date during such calendar year, of more than \$25,000, and (ii) all rights to purchase Stock offered on an Offering Date must be exercised within twenty-seven (27) months of such Offering Date.

4.6 SHARE OWNERSHIP; ISSUANCE OF CERTIFICATES. (a) The shares purchased for a Participant on a Purchase Date shall, for all purposes, be deemed to have been issued and/or sold at the close of business on such Purchase Date. Prior to that time, none of the rights or privileges of a shareholder of the Company shall inure to the Participant with respect to such shares. All the shares of Stock purchased under the Plan shall be delivered by the Company in a manner as determined by the Administrator in accordance with Section 4.6(b).

(b) Subject to subsection (c) below, the Administrator, in its sole discretion, may determine the method for delivering shares of Stock by the Company, including, but not limited to, (i) by issuing and delivering a certificate or certificates for the number of shares of Stock purchased for all Participants on a Purchase Date or during a calendar year to a member

firm of the New York Stock Exchange which is also a member of the National Association of Securities Dealers, Inc., as selected by the Administrator from time to time, which shares shall be maintained by such member firm in separate accounts for each Participant, or (ii) by issuing and delivering a certificate or certificates for the number of shares of Stock purchased for all Participants on a Purchase Date or during the calendar year to a bank or trust company or affiliate thereof, as selected by the Administrator from time to time, which shares shall be maintained by such bank or trust company or affiliate in separate accounts for each Participant. In addition, the Administrator may periodically issue and deliver to the Participant a certificate for the number of whole shares of Stock purchased for such Participant on a Purchase Date or during such other time period as the Administrator may determine. Each Participant shall have full shareholder rights with respect to all shares of Stock purchased under the Plan, including, but not limited to, voting, dividend, and liquidation rights. Shares which are held in the name of the Company or its agent as the nominee for the Participant will be covered by proxies provided to such Participant by the Company or its agent. Unless provided otherwise, cash dividends paid on Stock issued under the Plan will be automatically reinvested.

Subject to subsection (c) below, a Participant may withdraw certificates for his shares of Stock credited to his account at any time or direct that such shares be sold (in which case cash will be delivered) by a written request for such withdrawal delivered to the Administrator or its designee, or through telephone or other electronic arrangements as may be established by the Administrator. Upon any such request, the Company will promptly deliver such certificates to the requesting Participant or sell the shares. Any stock certificate delivered to a Participant may contain a legend requiring notification to the Company of any transfer or sale of the shares of Stock prior to the date two years after the Offering Date for the Offering under which the shares were purchased. The Administrator may also permit the Participant to direct a transfer of the shares of Stock credited to the Participant's account to a brokerage account.

(c) The shares of Stock purchased for a Participant on a Purchase Date shall not be sold, transferred or assigned until the earlier of the date (i) one year from the Purchase Date of the shares of Stock, except in the event of the hardship of the Participant or (ii) the Participant terminates employment. For purposes of the Plan "hardship" shall have the same meaning as under the Company's 401(k) Plan and shall be determined by the Administrator.

ARTICLE V - SPECIAL ADJUSTMENTS.

5.1 **SHARES UNAVAILABLE.** If, on any Exercise Date, the aggregate funds available for the purchase of Stock would purchase a number of shares in excess of the number of shares then available for purchase under the Plan, the following events shall occur:

(a) The number of shares that would otherwise be purchased for each Participant shall be proportionately reduced on the Purchase Date in order to eliminate such excess;

(b) The Plan shall automatically terminate immediately after the Purchase Date as of which the supply of available shares is exhausted; and

(c) Any amounts remaining in the respective Stock Purchase Accounts of the Participants shall be repaid to such Participants.

5.2 **ANTIDILUTION PROVISIONS.** The aggregate number of shares of Stock reserved for purchase under the Plan, as hereinabove provided, and the calculation of the Purchase Price per share may be appropriately adjusted to reflect any increase or decrease in the number of issued shares of Stock resulting from a recapitalization, reclassification, stock split-up, stock dividend, combination of shares, or transaction having similar effect. Any such adjustment shall be made by the Administrator acting with the consent of, and subject to the approval of, the Board.

5.3 **EFFECT OF CERTAIN TRANSACTIONS.** Subject to any required action by the shareholders, if the Company shall be the surviving or resulting corporation in any merger or consolidation, or if the Company shall be merged for the purpose of changing the jurisdiction of its incorporation, any Offering hereunder shall pertain to and apply to the shares of stock of the Company or the survivor. However, in the event of a dissolution or liquidation of the Company, or of a merger or consolidation in which the Company is not the surviving or resulting corporation, the Plan and any Offering hereunder shall terminate upon the effective date of such dissolution, liquidation, merger, or consolidation, and the balance then standing to the credit of each Participant in his Stock Purchase Account shall be returned to him.

ARTICLE VI - MISCELLANEOUS.

6.1 **NONALIENATION.** The right to purchase shares of Stock under the Plan is personal to the Participant, is exercisable only by the Participant during his lifetime except as hereinafter set forth, and may not be assigned or otherwise transferred by the Participant.

6.2 **DEATH OF THE PARTICIPANT.** Upon the death of the Participant, the entire amount then standing to the credit of the Participant in his Stock Purchase Account shall be distributed to the Participant's estate in the form of shares of Stock or cash.

6.3 **ADMINISTRATIVE COSTS.** The Company or a Subsidiary will pay the expenses incurred in the administration of the Plan other than any fees or transfer, excise, or similar taxes imposed on the transaction pursuant to which any shares of Stock are purchased. The Participant will pay any transaction fees or commissions on any sale of the shares of Stock and may also be charged the reasonable costs associated with issuing a stock certificate.

6.4 **COLLECTION OF TAXES.** The Company shall be entitled to require any Participant to remit, through payroll withholding or otherwise, any tax that it determines it is so obligated to collect with respect to the issuance of Stock hereunder, or the subsequent sale or disposition of such Stock, and the Administrator shall institute such mechanisms as shall insure the collection of such taxes.

6.5 ADMINISTRATOR. The Board shall appoint an Administrator or committee of the Company, which shall have the authority and power to administer the Plan and to make, adopt, construe, and enforce rules and regulations not inconsistent with the provisions of the Plan. The Administrator shall adopt and prescribe the contents of all forms required in connection with the administration of the Plan, including, but not limited to, the Enrollment Form, payroll withholding authorizations, withdrawal documents, and all other notices required hereunder. The Administrator shall have the fullest discretion permissible under law in the discharge of its duties. The Administrator's interpretations and decisions in respect of the Plan, the rules and regulations pursuant to which it is operated, and the rights of Participants hereunder shall be final and conclusive.

6.6 AMENDMENT OF THE PLAN. The Board may amend the Plan without the consent of shareholders or Participants, except that any such action shall be subject to the approval of the Company's shareholders at or before the next annual meeting of shareholders for which the record date is set after such Board action if such shareholder approval is required by any federal or state law or regulation or the rules of any stock exchange or automated quotation system on which the Stock may then be listed or quoted, and the Board may otherwise in its discretion determine to submit other such changes to the Plan to shareholders for approval; provided, however, that no such action may (i) without the consent of an affected Participant, materially impair the rights of such Participant with respect to any shares of Stock theretofore purchased for him under the Plan, or (ii) disqualify the Plan under Section 423 of the Code

6.7 TERMINATION OF THE PLAN. Subject to Section 5.1, the Plan shall continue in effect unless terminated pursuant to action by the Board, which shall have the right to terminate the Plan at any time without prior notice to any Participant and without liability to any Participant. Upon the termination of the Plan, the cash balance, if any, then standing to the credit of each Participant in his Stock Purchase Account shall be refunded to him and the certificates representing the shares of Stock shall be handled in the manner provided in Section 4.6.

6.8 REPURCHASE OF STOCK. The Company shall not be required to purchase or repurchase from any Participant any of the shares of Stock that the Participant acquired under the Plan.

6.9 NOTICE. A Enrollment Form and any notice that a Participant files pursuant to the Plan shall be on the form prescribed by the Administrator and shall be effective only when received by the Administrator or its designee. Delivery of such forms may be made by hand, interoffice delivery, or by certified mail to the address specified by the Administrator. Delivery by any other mechanism shall be deemed effective at the discretion of the Administrator.

6.10 GOVERNMENT REGULATION. The Company's obligation to sell and to deliver the Stock under the Plan is at all times subject to all approvals of any governmental authority required in connection with the authorization, issuance, sale, or delivery of such Stock.

6.11 HEADINGS, CAPTIONS, GENDER. The headings and captions herein are for convenience of reference only and shall not be considered as part of the text. The masculine shall include the feminine, and vice versa.

SEVERABILITY OF PROVISIONS; PREVAILING LAW. The provisions of the Plan shall be deemed severable. If any such provision is determined to be unlawful or unenforceable by a court of competent jurisdiction or by reason of a change in an applicable statute, the Plan shall continue to exist as though such provision had never been included therein (or, in the case of a change in an applicable statute, had been deleted as of the date of such change). The Plan shall be governed by the laws of the State of Georgia, to the extent such laws are not in conflict with, or superseded by, federal law.

IN WITNESS WHEREOF, the Plan has been executed by the Company on this 16 day of December, 2005, to be effective on the Effective Date.

UNITED COMMUNITY BANKS, INC

By: /s/ Rex S. Schuette
Executive Vice President and
Chief Financial Officer

EXHIBIT A

PARTICIPATING SUBSIDIARIES

Subsidiaries of United Community Banks, Inc.	State of Organization
United Community Bank	Georgia
United Community Insurance Services, Inc.	Georgia
Brintech, Inc.	Florida
Union Holdings, Inc.	Nevada
Union Investments, Inc.	Nevada
United Community Mortgage Services, Inc.	Georgia
United Community Development Corporation	Georgia
United Community Bank	North Carolina
Carolina Holdings, Inc.	Nevada
Carolina Investments, Inc.	Nevada
United Community Bank Tennessee	Tennessee
United Community Capital Trust	Delaware
United Community Capital Trust II	Delaware
United Community Statutory Trust I	Connecticut
Fairbanco Capital Trust I	Delaware
Better Government Committee of United Community Banks, Inc.	Georgia



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www.KilpatrickStockton.com

December 19, 2005

United Community Banks, Inc.
63 Highway 515
Blairsville, Georgia 30512

Re: Registration Statement on S-8 for the
United Community Banks, Inc. Employee Stock Purchase Plan

Ladies and Gentlemen:

We have acted as counsel for United Community Banks, Inc., a Georgia corporation (the "Company"), in the preparation of the Form S-8 Registration Statement relating to 250,000 shares of the Company's common stock, par value \$1.00 per share (the "Common Stock") that have been authorized for possible awards and issuance pursuant to the United Community Banks Employee Stock Purchase Plan (the "Plan").

In such capacity, we have examined the originals or copies of such documents, corporate records, certificates of public officials and officers of the Company, and other instruments related to the authorization and issuance of the Common Stock as we deemed relevant or necessary for the opinion expressed herein. In all such examinations, we have assumed the genuineness of signatures on original documents and the conformity to such original documents of all copies submitted to us as certified, conformed or photographic copies, and as to certificates of public officials, we have assumed the same to have been properly given and to be accurate.

Based on and subject to the foregoing, it is our opinion that the Plan, and the 250,000 shares of Common Stock that may be awarded and issued pursuant to and in accordance with the provisions thereof, have been duly authorized by appropriate corporate actions and approved by the Board of Directors and shareholders of the Company, and that the shares, when issued in accordance with the terms and conditions of the Plan, will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion as an exhibit to said Registration Statement.

KILPATRICK STOCKTON LLP

By: /s/ Richard R. Cheatham
Richard R. Cheatham, a partner

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTANTS

The Board of Directors of
United Community Banks, Inc.

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated February 16, 2005 relating to (1) the consolidated financial statements, (2) management's assessment of the effectiveness of internal control over financial reporting and (3) the effectiveness of internal control over financial reporting, of United Community Banks, Inc., which appear in its Annual Report on Form 10-K for the year ended December 31, 2004, as amended.

/s/ Porter Keadle Moore, LLP

Atlanta, Georgia
December 20, 2005