

**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: December 20, 2012
(Date of earliest event reported)**

UNION FIRST MARKET BANKSHARES CORPORATION

(Exact name of registrant as specified in its charter)

Virginia
(State or other jurisdiction
of incorporation)

000-20293
(Commission
File Number)

54-1598552
(IRS Employer
Identification No.)

**1051 East Cary Street
Suite 1200
Richmond, Virginia 23219**
(Address of principal executive offices, including Zip Code)

Registrant's telephone number, including area code: (804) 633-5031

(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 *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))

Item 1.01 Entry Into a Material Definitive Agreement.

On December 20, 2012, Union First Market Bankshares Corporation (the “Company”) entered into a Stock Purchase Agreement (the “Agreement”) with Markel Corporation (the “Seller”). Pursuant to the Agreement, the Company purchased 750,000 shares of its common stock from the Seller for an aggregate purchase price of \$11,580,000, or \$15.44 per share. The repurchase was funded with cash on hand. The Company intends to retire the shares.

The foregoing summary of the Stock Purchase Agreement is qualified by reference to the full text of the Stock Purchase Agreement, which is included as Exhibit 10.1 to this report and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

The following exhibits are filed herewith:

| <u>Exhibit No.</u> | <u>Description of Exhibit</u> |
|------------------------|---|
| 10.1 | Stock Purchase Agreement dated December 20, 2012. |

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.

**UNION FIRST MARKET
BANKSHARES CORPORATION**

By: /s/ Robert M. Gorman
Robert M. Gorman
Executive Vice President and
Chief Financial Officer

Date: December 21, 2012

EXHIBIT INDEX

**Exhibit
No.**

Description of Exhibit

10.1 Stock Purchase Agreement dated December 20, 2012.

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT is made and entered into as of December 20, 2012, by and between Union First Market Bankshares Corporation, a Virginia corporation (the "Company"), and Markel Corporation, a Virginia corporation (the "Seller").

WITNESSETH:

The Seller desires to sell, and the Company desires to purchase, 750,000 shares of common stock of the Company (the "Offered Shares") for the consideration and on the terms set forth in this Agreement. In view of Steven A. Markel's position as a director of the Company and as Vice Chairman of the Seller, this transaction has been authorized and approved by a special committee of disinterested directors of the Company in accordance with Section 13.1-691 of the Virginia Stock Corporation Act.

The parties, intending to be legally bound, agree as follows:

1. Purchase and Sale of Shares. The Company hereby agrees to purchase from the Seller and the Seller hereby agrees to sell to the Company, on the Closing Date (as defined below), the Offered Shares free and clear of all Encumbrances (as defined below) for the Purchase Price. The Purchase Price shall be eleven million five hundred eighty thousand dollars (\$11,580,000.00).

2. Closing; Delivery of and Payment for the Offered Shares Subject to the terms and conditions herein, the closing of the purchase and sale of the Offered Shares shall take place on December 20, 2012 (the "Closing Date") at 2:00 p.m. Eastern Time at the offices of LeClairRyan, A Professional Corporation, Riverfront Plaza, East Tower, 951 East Byrd Street, 8th Floor, Richmond, Virginia 23221, or such earlier or later date as may be agreed to by the parties, subject to the provisions of Section 6. Immediately following confirmation of receipt of a wire transfer of the Purchase Price to the account designated on Schedule 1 hereto, the Seller shall deliver the Offered Shares to the Company or its authorized agents.

3. Representations and Warranties.

(a) The Seller represents and warrants to the Company that:

(i) The Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the Commonwealth of Virginia;

-
- (ii) The execution and delivery of this Agreement have been duly and validly authorized, and all necessary action has been taken to make this Agreement a legal, valid and binding obligation of the Seller, enforceable in accordance with its terms; and
 - (iii) The Seller is not, and will not become, a party to any agreement, arrangement or understanding with any person that could result in the Company having any obligation or liability for any brokerage fees, commissions or other similar fees or expenses relating to the transaction contemplated by this Agreement;
 - (iv) The Seller has good, valid and marketable title to the Offered Shares, free and clear of any and all Encumbrances (“Encumbrance” shall mean any security interest, pledge, lien, charge, voting agreement, proxy, mortgage, option, adverse claim of ownership or use, or any other encumbrance of any kind, character or description whatsoever); and
 - (v) The Seller has the sole right to dispose or direct the disposition of the Offered Shares.
- (b) The Company represents and warrants to the Seller that:
- (i) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the Commonwealth of Virginia;
 - (ii) The execution and delivery of this Agreement have been duly and validly authorized, and all necessary action has been taken to make this Agreement a legal, valid and binding obligation of the Company, enforceable in accordance with its terms; and
 - (iii) The Purchase Price payable to the Seller shall be paid as set forth in this Agreement without any deductions or withholdings by any person for brokerage fees, commissions, taxes or other similar fees or expenses relating to the transaction contemplated by this Agreement.

4. Investigation. Each party has conducted its own investigation with respect to the Offered Shares, acknowledges that the other party may be in possession of material, nonpublic information regarding the Company, and agrees that the other party has no obligation to disclose such information to such party.

5. Closing Conditions.

(a) The obligation of the Company to purchase the Offered Shares on the Closing Date is subject to the satisfaction, on or prior to the Closing Date, of the following conditions:

- (i) The representations and warranties made by the Seller in Section (3)(a) of this Agreement shall be true and correct in all material respects as of the Closing Date.

(b) The obligation of the Seller to sell the Offered Shares on the Closing Date is subject to the satisfaction, on or prior to the Closing Date, of the following condition:

- (i) The representations and warranties made by the Company in Section (3)(b) of this Agreement shall be true and correct in all material respects as of the Closing Date.

6. Termination. The Company or the Seller may terminate this Agreement, by notice to the other, if the Closing has not occurred by December 28, 2012 other than by reason of a breach of this Agreement by the party seeking to terminate.

7. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

(b) This Agreement shall be binding upon the respective successors and assigns of the parties hereto.

(c) In the event that any provision of this Agreement is adjudicated invalid, illegal or unenforceable, such adjudication shall not affect the validity, legality or enforceability of any other provision, and this Agreement shall be construed as though such invalid, illegal or unenforceable provision had never been contained herein.

(d) The Seller and the Company agree that money damages are inadequate and that each will suffer irreparable harm with respect to a failure to abide by any covenant made under the terms of this Agreement or any requirement under this Agreement relating to or affecting the sale of the Offered Shares, and that, accordingly, in addition to any money damages which might be awarded with reasonable certainty, each shall be entitled to demand specific performance or to seek injunctive relief whether with regard to a breach or contemplated breach. All rights, remedies and benefits specified in this Agreement, including, but not limited to the rights, remedies and benefits contained in this Section 7(d) are not exclusive of any rights, remedies or benefits which any party may otherwise have.

(e) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(f) This Agreement constitutes the entire agreement between the parties and no term or provision of this Agreement may be waived or modified unless in writing signed by the party against whom such waiver or modification is sought to be enforced.

[Signatures on the following page]

WITNESS the following signatures:

UNION FIRST MARKET BANKSHARES CORPORATION

By: /s/ G. William Beale
G. William Beale
Chief Executive Officer

MARKEL CORPORATION

By: /s/ Thomas S. Gayner
Thomas S. Gayner
Chief Investment Officer