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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934

**Date of Report (Date of earliest event reported):**

July 28, 2016

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**COLUMBIA SPORTSWEAR COMPANY**

(Exact name of registrant as specified in its charter)

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**Oregon**  
(State or other jurisdiction  
of incorporation)

**000-23939**  
(Commission  
File Number)

**93-0498284**  
(I.R.S. Employer  
Identification No.)

**14375 Northwest Science Park Drive**  
**Portland, Oregon 97229**  
(Address of principal executive offices) (Zip code)

**(503) 985-4000**  
(Registrant's telephone number, including area code)

**No Change**  
(Former name or former address, if changed since last report)

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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 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.**

On July 28, 2016, Columbia Sportswear Company entered into, effective as of June 30, 2016, an eighth amendment (the "Amendment") to its Credit Agreement dated June 15, 2010, as amended, with Wells Fargo Bank, National Association, as the administrator for the lenders and as a lender, and Bank of America, N.A., as a lender. The Amendment clarifies the Indebtedness negative covenant to include an exception for intercompany indebtedness, and is retroactively effective as of June 15, 2010.

The Amendment, filed as exhibit 10.1 to this Form 8-K, is incorporated into this Item 1.01 by reference.

**ITEM 2.03 CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT.**

The information disclosed under Item 1.01 is incorporated into this Item 2.03 by this reference.

**ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS**

(d) Exhibits

10.1 Eighth Amendment to Credit Agreement, effective as of June 30, 2016, among Columbia Sportswear Company, Wells Fargo Bank, National Association, as the administrator for the lenders and as a lender, and Bank of America, N.A., as a lender.

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**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.

**COLUMBIA SPORTSWEAR COMPANY**

Dated: August 1, 2016

By: /S/ THOMAS B. CUSICK

Thomas B. Cusick

Executive Vice President of Finance, Chief Financial  
Officer and Treasurer

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## EXHIBIT INDEX

<u>Exhibit</u>	<u>Description</u>
10.1	Eighth Amendment to Credit Agreement, effective as of June 30, 2016, among Columbia Sportswear Company, Wells Fargo Bank, National Association, as the administrator for the lenders and as a lender, and Bank of America, N.A., as a lender.

## EIGHTH AMENDMENT TO CREDIT AGREEMENT

THIS EIGHTH AMENDMENT TO CREDIT AGREEMENT is entered into as of June 30, 2016 among COLUMBIA SPORTSWEAR COMPANY, an Oregon corporation (“Borrower”), WELLS FARGO BANK, NATIONAL ASSOCIATION as Administrative Agent and as a Lender, and BANK OF AMERICA, N.A., as a Lender.

### RECITALS

Borrower, Administrative Agent and Lenders are parties to that certain Credit Agreement dated June 15, 2010 (as previously amended, the “Credit Agreement”) and desire to amend the Credit Agreement. All capitalized terms used herein and not otherwise defined herein shall have the meaning attributed to them in the Credit Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties contained herein, Borrower, Administrative Agent and Lenders hereby agree as follows:

1. **Amendment of Section 7.2.** Section 7.2 of the Credit Agreement is amended and replaced in its entirety to read as follows:

#### 7.2 INDEBTEDNESS

Create or suffer to exist, or permit any Subsidiary to create or suffer to exist, any Indebtedness, except (a) the Obligations; (b) Indebtedness of Borrower, other than the Obligations, that does not exceed \$75,000,000 in the aggregate at any time outstanding; and (c) intercompany Indebtedness of the Subsidiaries (which intercompany Indebtedness shall not be considered an “Investment” for purposes of Section 7.5).

2. **Ratification.** Except as otherwise provided in this Eighth Amendment, all of the provisions of the Credit Agreement are hereby ratified and confirmed and shall remain in full force and effect.

3. **One Agreement.** The Credit Agreement, as modified by the provisions of this Eighth Amendment, shall be construed as one agreement.

4. **Effective Date.** This Eighth Amendment shall be effective retroactively to June 15, 2010.

5. **Counterparts.** This Eighth Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Eighth Amendment by fax or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Eighth Amendment.

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**IN WITNESS WHEREOF**, this Eighth Amendment to Credit Agreement has been duly executed and delivered as of the date first written above.

**BORROWER:** COLUMBIA SPORTSWEAR COMPANY

By: /S/ THOMAS B. CUSICK

Title: Executive Vice President of Finance, CFO &  
Treasurer

**ADMINISTRATIVE AGENT and LENDER:** WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /S/ JAMES L. FRANZEN

James L. Franzen,  
Senior Vice President

**LENDER:** BANK OF AMERICA, N.A.

By: /S/ MICHAEL SNOOK

Michael Snook,  
Senior Vice President

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## CONSENT AND ACKNOWLEDGMENT OF GUARANTOR

Columbia Brands USA, LLC hereby (a) acknowledges receipt of a copy of the foregoing Eighth Amendment to Credit Agreement and consents to the modification of the Credit Agreement contained therein, (b) reaffirms its obligations and waivers under its Continuing Guaranty dated as of June 15, 2010 and (c) acknowledges that its obligations under its Continuing Guaranty are legal, valid and binding obligations enforceable in accordance with their terms and that it has no defense, offset, claim or counterclaim with respect to any of its obligations thereunder.

IN WITNESS WHEREOF, Columbia Brands USA, LLC has duly executed and delivered this Consent and Acknowledgment as of June 30, 2016.

**GUARANTOR:** COLUMBIA BRANDS USA, LLC  
By: /S/ THOMAS B. CUSICK  
Title: Executive Vice President & CFO