# 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):

December 22, 2005

# **Columbia Sportswear Company**

(Exact name of registrant as specified in its charter)

Oregon (State or other jurisdiction of incorporation)

0-23939 (Commission File Number) 93-0498284 (I.R.S. Employer Identification No.)

14375 Northwest Science Park Drive Portland, Oregon 97229

(Address of principal executive offices)

(503) 985-4000

(Registrant's telephone number, including area code)

(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))		

#### ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On December 22, 2005, Columbia Sportswear Company (the "Company") entered into an amendment to its credit agreement with Wells Fargo Bank. The amendment increased the amount of available credit under the agreement to \$100,000,000 during the period of August 15 through November 15 of a calendar year and \$25,000,000 at all other times. The amendment also extended the maturity date of loans under the agreement to July 1, 2007. The First Amendment to Credit Agreement, filed as an exhibit to this Form 8-K, is hereby incorporated into this Form 8-K.

# 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

- (c) Exhibits.
- 10.1 First Amendment to Credit Agreement dated December 22, 2005 between Columbia Sportswear Company and Wells Fargo Bank, National Association

### **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.

Date: December 27, 2005

### Columbia Sportswear Company

/s/ Peter J. Bragdon

Name: Peter J. Bragdon
Title: Vice President and General Counsel

### EXHIBIT INDEX

Exhibit

Number	Description
10.1	First Amendment to Credit Agreement dated December 22, 2005 between Columbia Sportswear Company and Wells Fargo Bank, National Association

#### FIRST AMENDMENT TO CREDIT AGREEMENT

THIS AMENDMENT TO CREDIT AGREEMENT (this "Amendment") is entered into as of December 22, 2005, by and between COLUMBIA SPORTSWEAR COMPANY, an Oregon corporation ("Borrower"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

#### **RECITALS**

WHEREAS, Borrower is currently indebted to Bank pursuant to the terms and conditions of that certain Credit Agreement between Borrower and Bank dated as of December 16, 2004, as amended from time to time ("Credit Agreement").

WHEREAS, Bank and Borrower have agreed to certain changes in the terms and conditions set forth in the Credit Agreement and have agreed to amend the Credit Agreement to reflect said changes.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Credit Agreement shall be amended as follows:

- 1. The definition of "Available Credit" set forth in Section 1.1 of Article I of the Credit Agreement is hereby deleted in its entirety and the following substituted therefor:
  - "'Available Credit' means, at any time, the amount by which the aggregate of the outstanding principal amount of the Loans at such time is less than (a) \$100,000,000.00 during the period of August 15 through November 15 of the calendar year, and (b) \$25,000,000.00 at all other times from the date of this Agreement through the Maturity Date."
- 2. The definition of "Maturity Date" set forth in Section 1.1 of Article I of the Credit Agreement is hereby deleted in its entirety and the following substituted therefor:
  - "'Maturity Date' means July 1, 2007."
  - 3. Section 2.1(a) of Article 2 of the Credit Agreement is hereby deleted in its entirety and the following substituted therefor:
  - "(a) On the terms and subject to the conditions contained in this Agreement, Bank agrees to make loans (each a "Loan," and collectively, "Loans") to Borrower from time to time until the Maturity Date in an aggregate amount not to exceed at any time outstanding \$100,000,000.00 during the period of August 15 through November 14 of the calendar year, and (ii) \$25,000,000.00 at all other times from the date of this Agreement through the Maturity Date. Borrower may, from time to time, borrow,

partially or wholly repay the outstanding Loans, and reborrow, subject to all the limitations, terms and conditions contained herein."

- 4. This Amendment shall be effective upon Bank's receipt of each of the following, duly executed and in form and substance satisfactory to Bank, by no later than December 22, 2005:
  - (a) a promissory note dated as of December 22, 2005 (which promissory note shall replace and be deemed the Note defined in and made pursuant to the Credit Agreement);
    - (b) a guaranty from Columbia Sportswear USA corporation in the amount of \$100,000,000.00; and
  - (c) all other contracts, instruments and documents required by Bank to evidence such changes, including without limitation any authorization documents required in connection therewith.
- 5. Except as specifically provided herein, all terms and conditions of the Credit Agreement remain in full force and effect, without waiver or modification. All terms defined in the Credit Agreement shall have the same meaning when used in this Amendment. This Amendment and the Credit Agreement shall be read together, as one document.
- 6. Borrower hereby remakes all representations and warranties contained in the Credit Agreement and reaffirms all covenants set forth therein. Borrower further certifies that as of the date of this Amendment there exists no Event of Default as defined in the Credit Agreement, nor any condition, act or event which with the giving of notice or the passage of time or both would constitute any such Event of Default.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BANK CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY BANK TO BE ENFORCEABLE.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first written above.

COLUMBIA SPORTSWEAR COMPANY	WELLS FARGO BANK, NATIONAL ASSOCIATION
By: /s/ Bryan L. Timm	By: /s/ James L. Franzen
Bryan L. Timm, CFO	James L. Franzen, Vice President