

**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):
June 18, 2013**

Columbia Sportswear Company

(Exact name of registrant as specified in its charter)

Commission File No. 0-23939

Oregon

(State or other jurisdiction of incorporation)

93-0498284

(IRS Employer Identification No.)

**14375 Northwest Science Park Drive
Portland, Oregon**

(Address of principal executive offices)

97229

(Zip Code)

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

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 June 18, 2013, Columbia Sportswear Company entered into a third 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 extends the maturity date to July 1, 2018 and amends the Tangible Net Worth financial covenant in the Credit Agreement. The Amendment is effective as of June 30, 2013 with respect to the amended Tangible Net Worth financial covenant, and effective July 1, 2013 with respect to the extended maturity date.

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 reference.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits.

- 10.1 Third Amendment to Credit Agreement dated June 18, 2013 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.

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.

Columbia Sportswear Company

Date: June 19, 2013

By: /s/ Thomas B. Cusick

Name: Thomas B. Cusick

Title: Senior Vice President and Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	Third Amendment to Credit Agreement dated June 18, 2013 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.

THIRD AMENDMENT TO CREDIT AGREEMENT

THIS THIRD AMENDMENT TO CREDIT AGREEMENT is entered into as of June 18, 2013 by and 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 amended, the “Credit Agreement”) and desire to amend the Credit Agreement in the manner set forth below. 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 Maturity Date. The defined term “Maturity Date” in Section 1.1 of the Credit Agreement is amended in its entirety to read as follows:

“Maturity Date” means July 1, 2018.

2. Amendment of Section 8.2. Section 8.2 of the Credit Agreement is amended in its entirety to read as follows:

As of the end of each fiscal quarter beginning June 30, 2013, Borrower shall have a Tangible Net Worth of not less than \$1,031,000 plus (i) 35% of the sum of Borrower’s consolidated net income for each fiscal quarter after December 31, 2012 (exclusive of any fiscal quarter in which Borrower’s consolidated net income is less than zero), plus (ii) the amount of all equity raised by Borrower after December 31, 2012.

3. Schedule II. Schedule II is replaced with the Schedule II attached hereto.

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

5. One Agreement. The Credit Agreement, as modified by the provisions of this Third Amendment, shall be construed as one agreement.

6. Effective Date. Upon the execution and delivery by the parties of this amendment and the Guarantor's execution and delivery of the Consent and Acknowledgement set forth below, the amendment set forth in Section 2 above shall be effective as of June 30, 2013, and balance of this Third Amendment shall be effective as of July 1, 2013.

7. Counterparts. This Third 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 Third Amendment by fax or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Third Amendment.

IN WITNESS WHEREOF, this Third 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: Senior Vice President and Chief Financial Officer

ADMINISTRATIVE AGENT and LENDER: WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ James L. Franzen

James L. Franzen, Vice President

LENDER: BANK OF AMERICA, N.A.

By: /s/ Michael W. Snook

Michael W. Snook,
Senior Vice President

CONSENT AND ACKNOWLEDGMENT OF GUARANTOR

COLUMBIA SPORTSWEAR USA CORPORATION hereby (a) acknowledges receipt of a copy of the foregoing Third 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 SPORTSWEAR USA CORPORATION has duly executed and delivered this Consent and Acknowledgment as of June 18, 2013.

**GUARANTOR: COLUMBIA SPORTSWEAR USA
CORPORATION**

By: /s/ Thomas B. Cusick

Title: Senior Vice President and
Chief Financial Officer

SCHEDULE II
Pricing Schedule

<u>Pricing Level</u>	<u>LIBOR Margin</u>	<u>Base Rate Margin</u>	<u>Commitment Fee</u>
Level I	162.5	60	35
Level II	137.5	40	30
Level III	112.5	20	25
Level IV	87.5	0	20

For purposes of this Pricing Schedule:

“**Level I**” applies on any day if, on such day, the applicable Funded Debt Ratio is equal to or greater than 2.00:1.

“**Level II**” applies on any day if, on such day, the applicable Funded Debt Ratio is equal to or greater than 1.50:1 and less than 2.00:1.

“**Level III**” applies on any day if, on such day, the applicable Funded Debt Ratio is equal to or greater than 1.00:1 and less than 1.50:1.

“**Level IV**” applies on any day if, on such day, the applicable Funded Debt Ratio is equal to or less than 1.00:1.

“**Funded Debt Ratio**” means, as of the end of a quarter, the ratio of (A) Borrower’s consolidated obligations for borrowed money and obligations evidenced by bonds, debentures, notes, bills or other similar instruments to (B) EBITDA. The Funded Debt Ratio shall be calculated once every quarter based on the financial information most recently reported by Borrower pursuant to Section 6.3 of the Agreement; provided, however, that the Funded Debt Ratio shall not be computed on the financial information most recently reported by Borrower until the later of the first day of the month after receipt of such information or five Business Days after the receipt thereof, and if the most recent report required pursuant to Section 6.3 has not been delivered, or if Administrative Agent reasonably objects to the accuracy of such report within five Business Days after the receipt thereof, the next higher Level from the Level then in effect shall apply until such time as the delinquent report is delivered or Administrative Agent’s objections are resolved to Administrative Agent’s reasonable satisfaction.

“**EBITDA**” means, as of the end of a quarter, Borrower’s consolidated net income after taxes for the twelve months ending with such quarter plus (i) the sum of the amounts for such twelve month period included in determining such net income of (A) interest expense, (B) income tax expense, (C) depreciation expense, (D) amortization expense, and (D) unusual

non-cash charges, extraordinary non-cash losses and other non-recurring non-cash charges; less (ii) the sum of the amounts for such twelve month period included in determining such net income of (A) gains on sales of assets (excluding sales of inventory in the ordinary course of business), and (B) unusual non-cash gains, extraordinary non-cash gains and other non-recurring non-cash gains.