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): September 27, 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 September 27, 2013, Columbia Sportswear Company entered into a fourth 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 corrects a typographical error to the value established in the Tangible Net Worth financial covenant in the Credit Agreement. The Amendment is effective as of June 30, 2013.

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 FINANICAL 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 Fourth Amendment to Credit Agreement dated September 27, 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.

Date: September 27, 2013

Columbia Sportswear Company

By: /s/ Thomas B. Cusick

Name: Thomas B. Cusick

Title: Senior Vice President and Chief Financial Officer

EXHIBIT INDEX

Exhibit Number

Description

Fourth Amendment to Credit Agreement dated September 27, 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.

FOURTH AMENDMENT TO CREDIT AGREEMENT

THIS FOURTH AMENDMENT TO CREDIT AGREEMENT is entered into as of September 27, 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 to correct a typographical error in the dollar amount included in Section 8.2 as amended by the Third Amendment to 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 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 \$1,031,000,000 <u>plus</u> (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), <u>plus</u> (ii) the amount of all equity raised by Borrower after December 31, 2012.

- 2. <u>Ratification</u>. Except as otherwise provided in this FOURTH 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 Fourth Amendment, shall be construed as one agreement.
- **4.** Effective Date. Upon the execution and delivery by the parties of this Fourth Amendment and the Guarantor's execution and delivery of the Consent and Acknowledgement set forth below, this Fourth Amendment shall be effective as of June 30, 2013.
- 5. <u>Counterparts</u>. This Fourth Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original,

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

IN WITNESS WHEREOF, this Fourth 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: SVP, CFO and Treasurer

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

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CONSENT AND ACKNOWLEDGMENT OF GUARANTOR

COLUMBIA SPORTSWEAR USA CORPORATION hereby (a) acknowledges receipt of a copy of the foregoing Fourth 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 September 27, 2013.

GUARANTOR: COLUMBIA SPORTSWEAR USA CORPORATION

By: Thomas B. Cusick
Title: Chief Financial Officer

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