
**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 29, 2015

COLUMBIA SPORTSWEAR COMPANY
(Exact name of registrant as specified in its charter)

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)

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 September 29, 2015, Columbia Sportswear Company entered into a seventh 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 in the Funded Debt Ratio financial covenant, and is retroactively effective as of September 26, 2014.

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 Seventh Amendment to Credit Agreement dated September 29, 2015, 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: October 1, 2015

By: /s/ Thomas B. Cusick

Thomas B. Cusick
Executive Vice President of Finance and Chief
Financial Officer

EXHIBIT INDEX

| <u>Exhibit</u> | <u>Description</u> |
|----------------|--|
| 10.1 | Seventh Amendment to Credit Agreement dated September 29, 2015, 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. |

SEVENTH AMENDMENT TO CREDIT AGREEMENT

THIS SEVENTH AMENDMENT TO CREDIT AGREEMENT is entered into as of September 29, 2015 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 to correct a typographical error in Section 8.2 as revised in the Fifth 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 and replaced in its entirety to read as follows:

8.2 FUNDED DEBT RATIO

Borrower shall maintain as of the last day of each fiscal quarter a Funded Debt Ratio (as defined in Schedule II) of not greater than 3.00:1.00.

2. **Ratification.** Except as otherwise provided in this Seventh 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 Seventh Amendment, shall be construed as one agreement.

4. **Effective Date.** This Seventh Amendment shall be effective retroactively to September 26, 2014, the date of the Fifth Amendment.

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

IN WITNESS WHEREOF, this Seventh 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 and
Chief Financial Officer

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 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 Seventh 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 29, 2015.

GUARANTOR: COLUMBIA SPORTSWEAR USA
CORPORATION

By: /s/ Thomas B. Cusick
Title: Executive Vice President of Finance and
Chief Financial Officer