

**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 14, 2013**

---

**Zumiez Inc.**

**(Exact name of registrant as specified in its charter)**

---

**Washington**  
(State or other jurisdiction of  
incorporation or organization)

**000-51300**  
(Commission  
File Number)

**91-1040022**  
(I.R.S. Employer  
Identification No.)

**4001 204<sup>th</sup> Street SW, Lynnwood, WA 98036**  
(Address of principal executive offices, including zip code)

**Registrant's telephone number, including area code: (425) 551-1500**

---

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 June 14, 2013, Zumiez Inc. (the “Company”) entered into an agreement (the “Amended Agreement”) to extend its current secured credit agreement (the “Credit Agreement”) with Wells Fargo Bank, N.A and amend certain financial covenants. The Credit Agreement was entered into on August 29, 2011 and was filed as Exhibit 10.18 to the report on Form 8-K filed by the Company on August 31, 2011. The Credit Agreement was set to expire September 1, 2013, and the Amended Agreement will extend the termination date to September 1, 2014. Additionally, the Amended Agreement amends the financial covenant that requires a maximum net loss not to exceed \$10.0 million after taxes on a trailing four-quarter basis provided, that, there shall be added to net income all charges for impairment of goodwill and store assets not to exceed \$5.0 million in aggregate. This financial covenant was amended to require a minimum net income after taxes of not less than one dollar on a trailing four-quarter basis provided, that, there shall be added to net income all charges for impairment of goodwill, other intangibles and up to an aggregate of \$5 million of store asset impairment. All other material terms and conditions of the Credit Agreement will continue under the Amended Agreement.

A copy of the Amended Agreement is attached hereto as Exhibit 10.19. The preceding summary of the Amended Agreement does not purport to be complete and is qualified in its entirety by reference to the Amended Agreement.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

10.19. Amended Agreement, with Wells Fargo Bank, N.A. dated June 14, 2013

---

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ZUMIEZ INC.

Dated: June 19, 2013

By: /s/ Richard M. Brooks  
Richard M. Brooks  
Chief Executive Officer

FIRST AMENDMENT TO CREDIT AGREEMENT

THIS AMENDMENT TO CREDIT AGREEMENT (this "Amendment") is entered into as of June 14, 2013, by and between ZUMIEZ, INC., a Washington 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 August 29, 2011, 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. Section 1.1. (a) is hereby amended by deleting "September 1, 2013" as the last day on which Bank will make advances under the Line of Credit, and by substituting for said date "September 1, 2014," with such change to be effective upon the execution and delivery to Bank of a promissory note dated as of June 14, 2013 (which promissory note shall replace and be deemed the Line of Credit Note defined in and made pursuant to the Credit Agreement) and all other contracts, instruments and documents required by Bank to evidence such change.

2. Section 4.8. (b) is hereby deleted in its entirety, and the following substituted therefor:

"(b) Net income after taxes not less than \$1 on a rolling four-quarter basis determined as of each fiscal quarter end, based on the sum of the results of four consecutive quarters consisting of the present quarter and the three preceding quarters; provided, that, there shall be added to net income all charges for impairment of goodwill, other intangibles and up to an aggregate of \$5,000,000.00 of store asset impairment on the balance sheet of the Borrower."

3. Section 7.2. is hereby deleted in its entirety, and the following substituted therefor:

"SECTION 7.2. NOTICES. All notices, requests and demands which any party is required or may desire to give to any other party under any provision of this Agreement must be in writing delivered to each party at the following address:

BORROWER: ZUMIEZ INC.  
4001 204<sup>th</sup> Street SW  
Lynnwood, WA 98036

BANK: WELLS FARGO BANK, NATIONAL  
ASSOCIATION  
999 Third Avenue, 12<sup>th</sup> Floor  
Seattle, WA 98104

or to such other address as any party may designate by written notice to all other parties. Each such notice, request and demand shall be deemed given or made as follows: (a) if sent by hand delivery, upon delivery; (b) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid; and (c) if sent by telecopy, upon receipt.”

3. 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.

4. 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.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

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

ZUMIEZ INC.

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Heather Ray, Vice President