

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

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**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): February 19, 2008

**Foot Locker, Inc.**

(Exact Name of Registrant as Specified in its Charter)

**New York**

(State or other Jurisdiction  
of Incorporation)

**1-10299**

(Commission File Number)

**13-3513936**

(I.R.S. Employer  
Identification No.)

**112 West 34<sup>th</sup> Street, New York, New York**

(Address of Principal Executive Offices)

**10120**

(Zip Code)

Registrant's telephone number, including area code: **212-720-3700**

**Former Name/Address**

(Former name or former address, if changed from last report)

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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 February 19, 2008, Foot Locker, Inc. (the “Company”) entered into an amendment (the “Amendment”) of its Fifth Amended and Restated Credit Agreement dated as of April 9, 1997 and amended and restated as of May 19, 2004, to increase the amount permitted to be paid by the Company as dividends during the 2008 fiscal year ending January 31, 2009 from \$90 million to \$95 million.

A copy of the Amendment is filed as Exhibit 10.1 to this report, and the description of the amendment herein is qualified in its entirety by reference to such Amendment.

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

(c) Exhibits

10.1 Amendment to Credit Agreement.

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**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.

**FOOT LOCKER, INC.**  
(Registrant)

Date: February 21, 2008

By: /s/ Robert W. McHugh  
*Senior Vice President and Chief Financial Officer*

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## AMENDMENT NO. 6 TO CREDIT AGREEMENT

AMENDMENT NO. 6, dated as of February 19, 2008 (this "**Amendment**"), to the Fifth Amended and Restated Credit Agreement, dated as of April 9, 1997 and amended and restated as of May 19, 2004 (as heretofore amended, the "**Credit Agreement**"), among FOOT LOCKER, INC. (the "**Company**"), the SUBSIDIARIES party thereto, the BANKS party thereto, THE BANK OF NEW YORK, as Administrative Agent, LC Agent and Swingline Bank (the "**Administrative Agent**"), the CO-SYNDICATION AGENTS and CO-DOCUMENTATION AGENTS party thereto and the JOINT LEAD ARRANGERS party thereto.

WHEREAS, the Company has requested the Agents and the Banks to increase the amount of Restricted Payments permitted to be made under the Credit Agreement in Fiscal Year 2008;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. *Defined Terms; References.* Unless otherwise specifically defined herein, each term used herein which is defined in the Credit Agreement has the meaning assigned to such term in the Credit Agreement. Each reference to "hereof", "hereunder", "herein" and "hereby" and each other similar reference and each reference to "this Agreement" and each other similar reference contained in the Credit Agreement shall, after this Amendment becomes effective, refer to the Credit Agreement as amended hereby.

SECTION 2. *Amendment.* Section 5.15(ii) of the Credit Agreement is amended by replacing the reference to "\$90,000,000" with "\$95,000,000".

SECTION 3. *Representation and Warranties.* The Company and each other Obligor represents and warrants that, on and as of the Amendment Effective Date (as defined below) and immediately after giving effect to this Amendment, (a) the representations and warranties of the Obligors contained in the Loan Documents are true and (b) no Default has occurred and is continuing.

SECTION 4. *Governing Law.* This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 5. *Counterparts.* This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 6. *Effectiveness.* This Amendment shall become effective as of the date (the "**Amendment Effective Date**") of receipt by the Administrative Agent of:

- (a) a counterpart hereof signed by each of the Company, the Subsidiary Borrowers and the Required Banks (or a facsimile or other written confirmation (in form reasonably satisfactory to the Administrative Agent) that each such party has signed a counterpart hereof);
- (b) payment of all invoiced accrued costs, fees and expenses relating to the Credit Agreement or any other Loan Document (including, without limitation, all fees and expenses payable pursuant to Section 9.03(a)(ii) of the Credit Agreement); and
- (c) a certificate from the chief executive officer, chief financial officer or treasurer of the Company certifying as to the matters set forth in Section 3 of this Amendment.



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

FOOT LOCKER, INC.

By: /s/ John A. Maurer  
Name: John A. Maurer  
Title: Vice President and Treasurer

Subsidiary Borrowers:  
FOOTLOCKER.COM, INC.

By: /s/ John A. Maurer  
Name: John A. Maurer  
Title: Vice President and Treasurer

FOOT LOCKER RETAIL, INC.

By: /s/ John A. Maurer  
Name: John A. Maurer  
Title: Vice President and Treasurer

TEAM EDITION APPAREL, INC.

By: /s/ John A. Maurer  
Name: John A. Maurer  
Title: Vice President and Treasurer

FOOT LOCKER STORES, INC.

By: /s/ John A. Maurer  
Name: John A. Maurer  
Title: Vice President and Treasurer

FOOT LOCKER SPECIALTY, INC.

By: /s/ John A. Maurer  
Name: John A. Maurer  
Title: Vice President and Treasurer

FOOT LOCKER EUROPE B.V.

By: /s/ Peter D. Brown  
Name: Peter D. Brown  
Title: Attorney-in-Fact

FOOT LOCKER AUSTRALIA, INC.

By: /s/ John A. Maurer  
Name: John A. Maurer  
Title: Vice President and Treasurer



THE BANK OF NEW YORK,  
as Administrative Agent, LC Agent,  
Swingline Bank and Bank

By: /s/ David B. Wirl  
Name: David B. Wirl  
Title: Vice President

By: /s/ Thomas J. Kane  
Name: Thomas J. Kane  
Title: Senior Vice President

By: /s/ Louis Matrianni  
Name: Louis Matrianni  
Title: Managing Director

WACHOVIA BANK, NATIONAL  
ASSOCIATION

By: /s/ Susan T. Gallagher  
Name: Susan T. Gallagher  
Title: Vice President

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By: /s/ Don Schwartz  
Name: Don Schwartz  
Title: Senior Vice President