

ZILLOW INC  
Form 8-K  
April 22, 2013

**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): April 16, 2013

**ZILLOW, INC.**

(Exact name of registrant as specified in its charter)

Washington  
(State or other jurisdiction of  
incorporation or organization)

001-35237  
(Commission  
File Number)

20-2000033  
(I.R.S. Employer  
Identification Number)

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**1301 Second Avenue, Floor 31, Seattle, Washington**  
(Address of principal executive offices)

**98101**  
(Zip Code)

**(206) 470-7000**

(Registrant's telephone number, including area code)

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.**

Zillow, Inc. ( Zillow ) entered into a Second Amendment to Lease for its corporate headquarters at 1301 Second Avenue, Seattle, Washington 98101 (the Amendment ) with FSP-RIC, LLC ( the Landlord ), the successor-in-interest to The Northwestern Mutual Life Insurance Company, dated as of April 16, 2013 and terminating on November 30, 2022. The Amendment, among other things, increases the rentable area of the premises by 22,583 square feet as of October 1, 2013 for additional annual base rent of \$37.00 per rentable square foot beginning on January 1, 2014, subject to an annual increase of \$1.00 per rentable square foot on each anniversary beginning on December 1, 2014, and increases the rentable area of the premises by an additional 22,583 square feet as of September 1, 2014 for additional annual base rent of \$38.00 per rentable square foot beginning on December 1, 2014, subject to an annual increase of \$1.00 per rentable square foot on each anniversary beginning on December 1, 2015. The Amendment also provides for the payment of Zillow s proportionate share of the related operating expenses and real estate taxes, and provides that the Landlord will provide for a cash allowance of approximately \$1.6 million toward the payment for the design, permitting and construction of tenant improvement work on the premises.

The above description of the Amendment is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed herewith as Exhibit 10.1 and is incorporated into this Item 1.01 by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

**Exhibit  
Number**

**Description**

10.1 Second Amendment to Lease by and between FSP-RIC, LLC and Zillow, Inc., dated as of April 16, 2013.

**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.

Dated: April 22, 2013

**ZILLOW, INC.**

By: /s/ SPENCER M. RASCOFF  
Name: Spencer M. Rascoff  
Title: Chief Executive Officer

**EXHIBIT INDEX**

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