

**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): March 28, 2007

THE BRINK'S COMPANY

(Exact name of registrant as specified in its charter)

Virginia
(State or other jurisdiction
of incorporation)

1-9148
(Commission File Number)

54-1317776
(IRS Employer
Identification No.)

**1801 Bayberry Court
P. O. Box 18100
Richmond, VA 23226-8100**
(Address and zip code of principal executive offices)

Registrant's telephone number, including area code: (804) 289-9600

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.):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting materials 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 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On March 28, 2007, The Brink's Company (the "Company") entered into First Amendments to the existing Executive Agreements (the "Change in Control Agreements") with Michael T. Dan, Chairman of the Board, President and Chief Executive Officer; Robert T. Ritter, Vice President and Chief Financial Officer; Frank T. Lennon, Vice President and Chief Administrative Officer; Austin F. Reed, Vice President, General Counsel and Secretary; and James B. Hartough, Vice President—Corporate Finance and Treasurer.

The existing Change in Control Agreements each have a ten year term, which for Messrs. Hartough, Lennon and Reed would have expired on April 23, 2007. Mr. Dan's Change in Control Agreement would have expired on May 4, 2008, and Mr. Ritter's Change in Control Agreement would have expired on August 7, 2008. The First Amendments to the Change in Control Agreements extend the original ten year term and align the Change in Control Agreement's expiration date for each of Messrs. Dan, Hartough, Lennon, Reed and Ritter to April 23, 2010. In addition, the First Amendments permit each of Messrs. Hartough, Lennon, Reed and Ritter to terminate his employment for any reason, or no reason at all, effective after the first anniversary of a change in control, as defined in the Change in Control Agreement.

A copy of the First Amendment to Mr. Dan's Change in Control Agreement is attached as Exhibit 10.1 hereto and incorporated herein by reference. A copy of the form First Amendment to the Change in Control Agreement for each of Messrs. Hartough, Lennon, Reed and Ritter is attached as Exhibit 10.2 hereto and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

- 10.1 First Amendment to Executive Agreement, dated as of March 28, 2007, among The Brink's Company, Brink's, Incorporated and Michael T. Dan.
- 10.2 Form of First Amendment to Executive Agreement.

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 thereunto duly authorized.

THE BRINK'S COMPANY
(Registrant)

Date: March 28, 2007

By: /s/ Robert T. Ritter
Robert T. Ritter
Vice President and Chief Financial Officer

EXHIBIT INDEX

EXHIBIT	DESCRIPTION
10.1	First Amendment to Executive Agreement, dated as of March 28, 2007, among The Brink's Company, Brink's, Incorporated and Michael T. Dan.
10.2	Form of First Amendment to Executive Agreement.

First Amendment to Executive Agreement

The Brink's Company (the "Company"), Brink's, Incorporated ("Brink's") and Michael T. Dan (the "Executive"), agree to extend the term of the Executive Agreement dated as of May 4, 1998, among the Company, Brink's and the Executive (the "Agreement") and to amend the heading of such Agreement and the provisions of Sections 12 and 13(b) of the Agreement as follows:

1. The heading of the Agreement is hereby amended by replacing the name "Pittston" with the name "Brink's".
2. Section 12 of the Agreement is hereby amended by replacing the name and address of the Company with the following:
The Brink's Company
1801 Bayberry Court, Suite 400
P.O. Box 18100
Richmond, VA 23226
Attention of Corporate Secretary
3. Section 13(b) is hereby amended by replacing the phrase "on the tenth anniversary of the date of this Agreement" with the phrase "on April 23, 2010" and by replacing the phrase "to such tenth anniversary date" with the phrase "to such date".

The parties expressly agree that the none of the rights or obligations of the Company, Brink's or the Executive under an Employment Agreement among such parties, dated as of May 4, 1998, as thereafter and hereafter amended (the "Employment Agreement"), shall be amended or otherwise modified in any way by the execution or implementation of this First Amendment to the Agreement, and that all such rights and obligations shall remain in full force and effect in accordance with the terms of the Employment Agreement.

* * * *

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered as of the 28th day of March, 2007.

THE BRINK'S COMPANY,

by /s/ Frank T. Lennon
Frank T. Lennon
Vice President and Chief Administrative Officer

BRINK'S, INCORPORATED,

by /s/ Frank T. Lennon
Frank T. Lennon
Vice President

/s/ Michael T. Dan
Michael T. Dan

First Amendment to Executive Agreement

The Brink's Company (the "Company") and _____ (the "Executive"), agree to extend the term of the Executive Agreement dated as of _____, between the Company and the Executive (the "Agreement") and to amend the heading of such Agreement and the provisions of Sections 2, 12, and 13(b) of the Agreement as follows:

1. The heading of the Agreement is hereby amended by replacing the name "Pittston" with the name "Brink's".
2. Section 2 of the Agreement is hereby amended and restated as follows:

Employment Period. The Company hereby agrees to continue the Executive in its employ, and the Executive hereby agrees to remain in the employ of the Company subject to the terms and conditions of this Agreement, for the period commencing on the Operative Date and ending on the third anniversary of such date (the "Employment Period"); provided, however, that, effective after the first anniversary of the Operative Date, the Executive shall have the right to terminate his employment for any reason, or for no reason at all, whereupon the Employment Period shall terminate effective as of the date of such termination of employment; and, provided further, that, notwithstanding the foregoing, the Executive's right to terminate employment for Good Reason pursuant to Section 4 hereunder shall apply at any time during the Employment Period.
3. Section 12 of the Agreement is hereby amended by replacing the name and address of the Company with the following:

The Brink's Company
1801 Bayberry Court, Suite 400
P.O. Box 18100
Richmond, VA 23226
Attention of Corporate Secretary
4. Section 13(b) is hereby amended by replacing the phrase "on the tenth anniversary of the date of this Agreement" with the phrase "on April 23, 2010" and by replacing the phrase "to such tenth anniversary date" with the phrase "to such date".

The parties expressly agree that the none of the rights or obligations of the Company or the Executive under a Severance Agreement between such parties, dated as of _____, as thereafter and hereafter amended (the "Severance Agreement"), shall be amended or otherwise modified in any way by the execution or implementation of this First Amendment to the Agreement, and that all such rights and obligations shall remain in full force and effect in accordance with the terms of the Severance Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered as of the ____ day of March, 2007.

THE BRINK'S COMPANY,

by _____

(Executive)