

**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): December 22, 2006

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

Not Applicable
(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 (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 1.01. Entry into a Material Definitive Agreement.

On December 22, 2006, The Brink's Company (the "Company") and Brink's, Incorporated, a wholly owned subsidiary of the Company ("Brink's"), entered into the First Amendment to Credit Agreement, dated as of December 22, 2006 (the "Amendment"), among the Company, Brink's and ABN AMRO Bank N.V. (the "Bank"). The Amendment amends and modifies the Credit Agreement, dated as of July 13, 2005 (the "Credit Agreement"), among the Company, Brink's and BAX Global Inc., a former wholly owned subsidiary of the Company ("BAX"), as borrowers, and the Bank, as lender. In connection with the Company's sale of BAX on January 31, 2006, the Bank had previously agreed to release BAX as a party to the Credit Agreement and to terminate all of BAX's rights and obligations under the Credit Agreement.

The Credit Agreement provides for a five-year, revolving, unsecured credit facility in the aggregate original principal amount of \$55,000,000 at rates that vary depending upon the currencies in which the loans are made and the credit rating of the Company and permits the issuance of letters of credit. The Company is a guarantor under the Credit Agreement of the obligations of Brink's and all covered subsidiaries. In addition, Brink's guarantees the obligations of its covered subsidiaries and of the Company in its capacity as a borrower only.

Generally, the Amendment:

(1) reduces the applicable borrowing rates and fees payable under the revolving credit facility;

(2) reduces the Bank's commitment under the Credit Agreement to make advances under the revolving credit facility from an aggregate principal amount not to exceed \$55,000,000 to an aggregate principal amount not to exceed \$40,000,000; and

(3) extends the maturity date of the revolving credit facility from July 13, 2010 to December 22, 2011.

The Company and its affiliates regularly engage ABN AMRO Bank N.V. to provide other banking services. All of these engagements are negotiated at arm's length.

The descriptions of the Credit Agreement and Amendment are not complete and are qualified in their entirety by reference to the terms of the Credit Agreement and the Amendment, which are attached hereto as Exhibits 10.1 and 10.2, respectively, and incorporated herein by reference. You are encouraged to read the Credit Agreement and the Amendment.

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits**

- 10.1 Credit Agreement, dated as of July 13, 2005, among The Brink's Company, BAX Global Inc. and Brink's, Incorporated and ABN AMRO Bank N.V. (incorporated by reference to Exhibit 99 to the Company's Current Report on Form 8-K filed July 15, 2005 (File No. 1-09148)).
- 10.2 First Amendment to Credit Agreement, dated as of December 22, 2006, among The Brink's Company and Brink's, Incorporated and ABN AMRO Bank N.V.

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: December 22, 2006

By: /s/ Robert T. Ritter

Robert T. Ritter

Vice President and Chief Financial Officer

EXHIBIT INDEX

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
10.1	Credit Agreement, dated as of July 13, 2005, among The Brink's Company, BAX Global Inc. and Brink's, Incorporated and ABN AMRO Bank N.V. (incorporated by reference to Exhibit 99 to the Company's Current Report on Form 8-K filed July 15, 2005 (File No. 1-09148)).
10.2	First Amendment to Credit Agreement, dated as of December 22, 2006, among The Brink's Company and Brink's, Incorporated and ABN AMRO Bank N.V.

FIRST AMENDMENT TO CREDIT AGREEMENT

THIS FIRST AMENDMENT TO CREDIT AGREEMENT (the "Amendment") is entered into as of December 22, 2006 by and among THE BRINK'S COMPANY, a Virginia corporation (the "Parent"), BRINK'S, INCORPORATED, a Delaware corporation ("Brink's") (the Parent and Brink's being sometimes referred to as "Borrowers" and "Guarantors"), and ABN AMRO BANK N.V. (the "Bank").

WITNESSETH

WHEREAS, the Borrowers, BAX Global, Inc., a Delaware corporation ("BAX" and together with the Borrowers, the "Original Borrowers"), and the Bank entered into that certain Credit Agreement dated as of July 13, 2005 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), providing for a revolving credit facility in the aggregate original principal amount of \$55,000,000;

WHEREAS, on January 17, 2006, the Original Borrowers and the Bank entered into that certain Release Agreement whereby the Bank agreed to release BAX as a party to the Credit Agreement and to terminate all of BAX's rights and obligations under the Credit Agreement; and

WHEREAS, the parties hereto have agreed to further amend the Credit Agreement as set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Unless the context otherwise requires, capitalized terms used but not otherwise defined herein shall have the meanings assigned in the Credit Agreement.

Section 2. Amendments.

(a) The pricing grid appearing in the definition of "Applicable Percentage" in Section 1.01 of the Credit Agreement is hereby amended to read as follows:

Pricing Level	Applicable LT Rating	LIBOR Rate Loans/Financial LC Fee	Base Rate Loans	Utilization Fee with Utilization >50%	Facility Fee	Performance LC Fee
1	A/A2 or above	0.140%	0.000%	0.100%	0.060%	0.0700%
2	A-/A3	0.180%	0.000%	0.100%	0.070%	0.090%
3	BBB+/Baa1	0.270%	0.000%	0.100%	0.080%	0.0135%
4	BBB/Baa2	0.350%	0.000%	0.100%	0.100%	0.1750%
5	BBB-/Baa3	0.475%	0.000%	0.100%	0.125%	0.2375%
6	BB+/Ba1 or below	0.575%	0.000%	0.125%	0.175%	0.2875%

(b) The definition of "Commitment" in Section 1.01 of the Credit Agreement is hereby amended to read as follows:

"Commitment" means the commitment of the Bank under this Agreement to make Advances under the Facility in an aggregate principal amount not to exceed \$40,000,000 at any time outstanding, as such amount may be reduced from time to time pursuant to the terms of this Agreement.

(c) The definition of "Consolidated Net Worth" in Section 1.01 of the Credit Agreement is hereby amended to read as follows:

"Consolidated Net Worth" means, as of any date, as applied to the Parent and its Restricted Subsidiaries, shareholders' equity or net worth as determined and computed on a consolidated basis in accordance with GAAP after giving appropriate effect to any outside minority interests in Restricted Subsidiaries, provided that in determining "Consolidated Net Worth" there shall be (a) included any issuance of preferred stock by the Parent and (b) excluded (i) any extraordinary gains and losses, (ii) any non-cash impairment, valuation allowance, write-down or write-off in the book value of any assets, (iii) any non-cash loss in connection with the disposition of any assets and (iv) any other comprehensive income (loss) associated with pension plans or postretirement benefit plans other than pensions; provided further, that the items referred to in clauses (i), (ii), (iii) and (iv), shall be excluded only to the extent that such items are recorded following the date hereof.

(d) The definition of "Leverage Ratio" in Section 1.01 of the Credit Agreement is hereby amended to read as follows:

"Leverage Ratio" means, as of the date of any determination with respect to the Parent, the ratio of (a) the sum of (i) Consolidated Debt as of such date, plus (ii) the amount by which (A) the aggregate amount, as of the preceding December 31 (or as of such date if such date is December 31), of Consolidated Lease Rentals under non-cancelable Leases entered into by the Parent or any of its Subsidiaries, discounted to such December 31 to present value at 10% and net of aggregate minimum non-cancelable sublease rentals, determined on a basis consistent with Note 14 to the Parent's consolidated financial statements at and for the period ended December 31, 2005, included in the Parent's 2005 annual report to shareholders, exceeds (B) \$400,000,000, to (b) the sum of (i) the amount determined pursuant to clause (a) plus (ii) Consolidated Net Worth as of such date.

(e) The first paragraph of Section 2.01 of the Credit Agreement is hereby amended to read as follows:

2.01 Amounts and Terms of Commitment. Bank agrees to make available to the Borrowers from December 22, 2006 until December 22, 2011 or until such earlier date on which the Bank terminates the Commitment pursuant to Section 8.02(a) or the Parent terminates the Commitment pursuant to Section 2.05(a) (the "Termination Date"), committed funds in an aggregate amount of \$40,000,000 at any time outstanding (subject to reduction pursuant to Section 2.05(a)) on the terms and conditions set forth in this Agreement, as follows:

(f) Section 2.01(a) of the Credit Agreement is hereby amended to read as follows:

(a) Facility Advances. The Facility may be drawn upon by the Borrowers for Loans or Letters of Credit (collectively, the “Advances”) from the Effective Date until the Termination Date in an aggregate principal amount not to exceed \$40,000,000 (subject to reduction pursuant to Section 2.05(a)) at any time outstanding.

(g) Section 5.02(b) of the Credit Agreement is hereby amended to read as follows:

(b) Continuation of Representations and Warranties. The representations and warranties contained in Article VI (other than, after the Effective Date, the last clause of Section 6.07(b) relating to the occurrence of a material adverse change) shall be true and correct in all material respects on and as of the date of such extension of credit with the same effect as if made on and as of such date, except for any representation and warranty made as of an earlier date, which representation and warranty shall remain true and correct in all material respects as of such earlier date; and

(h) Section 8.02(o) of the Credit Agreement is hereby amended to read as follows:

(o) In addition to any Lien permitted by clauses (a) through (m), immediately after giving effect to any concurrent repayment of secured Debt, Liens securing Debt of the Parent or any Restricted Subsidiary so long as the sum of (A) the aggregate principal amount of all such secured Debt plus (B) the aggregate amount of Consolidated Lease Rentals (excluding Consolidated Lease Rentals under Leases in effect as of December 31, 2005 (and any renewal, extension or replacement thereof) and Leases with respect to property not owned by the Parent on such date), discounted to present value at ten percent (10%), compounded annually, arising out of all Sale and Leaseback Transactions to which the Parent or any of its Restricted Subsidiaries is then a party (including Sale and Leaseback Transactions, if any, entered into pursuant to Section 8.09), does not exceed 15% of Consolidated Net Worth; provided that the sale or transfer of (i) coal, oil, gas or other minerals in place for a period of time until, or in an amount such that, the transferee will realize therefrom a specified amount of money (however determined) or a specified amount of such coal or other minerals or (ii) any other interest in property of the character commonly referred to as a “production payment” shall not be deemed to constitute Debt secured by a Lien.

(i) Section 8.09 of the Credit Agreement is hereby amended to read as follows:

8.09 Sale Leaseback Transactions. Sell or transfer, or permit any Restricted Subsidiaries to sell or transfer, any material property or assets owned by the Parent or any Restricted Subsidiary on the Effective Date to any Person (other than any Borrower) with the intention of taking back a lease of such property or assets or any similar property or assets, if the sum of (A) the amount of Consolidated Lease Rentals, discounted to present value at 10%, compounded annually, which would arise out of such proposed Sale and Leaseback Transaction, plus (B) the aggregate amount of Consolidated Lease Rentals (excluding

Consolidated Lease Rentals under Leases in effect as of December 31, 2005 (and any renewal, extension or replacement thereof) and Leases with respect to property not owned by the Parent on such date), discounted to present value at ten percent (10%), compounded annually, arising out of all other Sale and Leaseback Transactions to which the Parent or any of its Restricted Subsidiaries is then a party, plus (C) the aggregate principal amount of all Debt of the Parent or any Restricted Subsidiary secured by Liens incurred in reliance on Section 8.02(o), would exceed 15% of Consolidated Net Worth.

Section 3. Conditions Precedent. This Amendment shall become effective on the date (the "Effective Date") on which the following conditions precedent shall have been satisfied:

(a) the Bank shall have provided notice to the Parent of its receipt of counterparts of this Amendment duly executed and delivered by each party hereto; and

(b) the Bank shall have received an opinion in form and substance reasonably satisfactory to the Bank of Hunton & Williams LLP, counsel to the Borrowers.

Section 4. Representations and Warranties. The Parent hereby represents and warrants to the Bank that (i) no Default or Event of Default has occurred and is continuing as of the date hereof, and (ii) the representations and warranties contained in Article VI of the Credit Agreement are true and correct in all material respects as of the date hereof, except for any representation or warranty made as of an earlier date, which such representation and warranty shall remain true and correct in all material respects as of such earlier date. The parties agree that any representation or warranty made by the Parent herein shall be deemed for purposes of Section 10.01(b) of the Credit Agreement to be a representation made by the Parent in the Credit Agreement on the date hereof.

Section 5. Expenses. The Parent shall pay on demand all reasonable expenses incurred by the Bank, including the reasonable fees, charges and disbursements of Sullivan & Worcester LLP, special counsel to the Bank, in connection with the preparation, negotiation, execution and delivery of this Amendment.

Section 6. Full Force and Effect. Except as expressly amended, the Credit Agreement shall remain unchanged and in full force and effect. Any and all other documents heretofore, now or hereafter executed and delivered pursuant to the terms of the Credit Agreement are hereby amended so that any reference to the Credit Agreement shall mean a reference to the Credit Agreement as amended hereby.

Section 7. Counterparts. This Amendment may be executed in any number of counterparts (including facsimile counterparts), each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

Section 8. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 9. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

THE BRINK'S COMPANY

By: /s/ James B. Hartough
Name: James B. Hartough
Title: Vice President - Corporate Finance and Treasurer

BRINK'S, INCORPORATED

By: /s/ James B. Hartough
Name: James B. Hartough
Title: Treasurer

ABN AMRO BANK N.V.

By: /s/ Thomas T. Rogers
Name: Thomas T. Rogers
Title: Managing Director

By: /s/ Tracie Elliot
Name: Tracie Elliot
Title: Director