

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): October 12, 2011



BRUNSWICK CORPORATION

(Exact Name of Registrant Specified in Charter)

Delaware
(State or Other
Jurisdiction of
Incorporation)

001-01043
(Commission File
Number)

36-0848180
(I.R.S. Employer
Identification No.)

1 N. Field Court
Lake Forest, Illinois
(Address of Principal Executive Offices)

60045-4811
(Zip Code)

Registrant's telephone number, including area code: (847) 735-4700

(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:

- 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 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As previously disclosed in Brunswick Corporation's (the "Company") Current Reports on Form 8-K filed on October 30, 2008 and May 5, 2009, the Company entered into Terms and Conditions of Employment with Peter B. Hamilton, the Company's Senior Vice President and Chief Financial Officer, on October 29, 2008 and a letter amendment to such agreement on May 5, 2009 (as amended, the "CFO Ts&Cs"). The CFO Ts&Cs provide that their applicable term shall automatically terminate when Mr. Hamilton attains age 65.

On October 12, 2011, the Company and Mr. Hamilton entered into a second letter amendment to the CFO Ts&Cs (the "Second Amendment"). Pursuant to the Second Amendment, the clause providing for automatic termination of the CFO Ts&Cs's term upon Mr. Hamilton's attainment of age 65 is deleted in its entirety.

The Second Amendment is attached as Exhibit 10.1. The foregoing description of the Second Amendment is qualified in its entirety by reference to the full text of the Second Amendment, which is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Second Amendment to Terms and Conditions of Employment, dated as of October 12, 2011, between Brunswick Corporation and Peter B. Hamilton.

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.

BRUNSWICK CORPORATION

October 13, 2011

By: /s/ KRISTIN M. COLEMAN

Kristin M. Coleman
Vice President, General Counsel and
Corporate Secretary

EXHIBIT INDEX:

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Second Amendment to Terms and Conditions of Employment, dated as of October 12, 2011, between Brunswick Corporation and Peter B. Hamilton.

October 11, 2011

Mr. Peter B. Hamilton
Senior Vice President and Chief Financial Officer
Brunswick Corporation
1 N. Field Court
Lake Forest, IL 60045

Re: Second Amendment to Terms and Conditions of Employment
Dated October 29, 2008

Dear Peter:

As we have discussed, this amendment letter (the "Second Amendment") shall constitute an amendment to the Terms and Conditions of Employment (the "Agreement") entered into between you and Brunswick Corporation ("Brunswick") on October 29, 2008, in accordance with Section 16 of the Agreement. The Second Amendment is in addition to the Amendment dated May 5, 2009 (the "Amendment") entered into between you and Brunswick.

The purpose of the Second Amendment is to eliminate a provision of the Agreement that would automatically terminate the Term of the Agreement upon your attaining the age of 65.

All capitalized terms used in this Second Amendment but not otherwise defined herein will have the same meaning as defined in the Agreement, and all section references are to a section of the Agreement, unless otherwise specified.

Accordingly, you and Brunswick hereby agree that, notwithstanding anything to the contrary set forth in the Agreement, Section 14 of the Agreement ("Termination Provisions") will be amended to remove the provision that the Term will automatically terminate upon your attaining age 65. Thus, Section 14 of the Agreement will read as follows:

The Term may be terminated at any time by the Company upon six (6) month's advance written notice to the Executive; provided, however, that if a Change in Control occurs prior to the expiration of the Term, the Term shall not terminate prior to the second (2nd) anniversary of the date on which the Change in Control occurs.

For the avoidance of doubt, except to the extent expressly modified by this Second Amendment, all other terms of the Agreement and Amendment will remain in full force and effect.

The validity, interpretation, construction and performance of this Second Amendment shall be governed by the laws of the State of Illinois, without regard to its choice of law provisions.

This Second Amendment, together with the Amendment and the Agreement and appendices attached thereto, contains the entire agreement between you and Brunswick concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between you and Brunswick. This Second Amendment may not be modified or amended except by a writing signed by each of the parties hereto.

This Second Amendment may be executed in two or more counterparts, any one of which shall be deemed the original without reference to the others.

Intending to be legally bound hereby, the parties have executed this Second Amendment on the dates set forth next to their names below.

BRUNSWICK CORPORATION

October 11, 2011

By: /s/ B. RUSSELL LOCKRIDGE
B. Russell Lockridge
Vice President and Chief Human Resources Officer

October 12, 2011

/s/ PETER B. HAMILTON
Peter B. Hamilton

