

BRUNSWICK CORP  
Form 8-A12B/A  
February 18, 2004

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**SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**Form 8-A/A No. 1**

**For Registration Of Certain Classes Of Securities  
Pursuant to Section 12(b) or 12(g) Of the  
Securities Exchange Act Of 1934**

**Amendment No. 1 to  
Form 8-A Registration Statement**

**Brunswick Corporation**

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(Exact Name of Registrant as Specified in Its Charter)

Delaware

36-0848180

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(State of Incorporation or Organization)

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

1 North Field Court, Lake Forest, Illinois

60045-4811

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(Address of Principal Executive Offices)

(Zip Code)

If this form relates to the registration of a class of securities pursuant to Section 12(b) of the Exchange Act and is effective pursuant to General Instruction A.(c), please check the following box.  x

If this form relates to the registration of a class of securities pursuant to Section 12(g) of the Exchange Act and is effective pursuant to General Instruction A. (d), please check the following box:  o

Securities Act registration statement file number to which this form relates: None

Securities to be registered pursuant to Section 12(b) of the Act:

Preferred Stock Purchase Rights

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(Title of Class)

Securities to be registered pursuant to Section 12(g) of the Act: None

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Item 1. Description of Registrant's Securities to be Registered.

Item 2. Exhibits.

Signature

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**Information Required In Registration Statement**

The Registrant hereby amends the following items of its Registration Statement on Form 8-A dated March 13, 1996, as filed with the Securities and Exchange Commission (the SEC ) on March 14, 1996.

**Item 1. Description of Registrant s Securities to be Registered.**

On February 5, 1996, the Board of Directors of Brunswick Corporation (the Company ) declared a dividend distribution of one Right for each outstanding share of common stock, par value \$0.75 per share (the Common Stock ), of the Company to stockholders of record at the close of business on April 1, 1996 (the Record Date ). Except as described below, each Right, when exercisable, entitles the registered holder to purchase from the Company one one-thousandth of a share of Series A Junior Participating Preferred Stock, par value \$0.75 per share (the Preferred Stock ), at a price of \$85 per one one-thousandth share (the Purchase Price ), subject to adjustment.

The description and terms of the Rights are set forth in a Rights Agreement, dated as of February 5, 1996, between the Company and Harris Trust and Savings Bank, as initial rights agent, as amended by Amendment No. 1 to Rights Agreement, dated as of February 16, 2004, between the Company and LaSalle Bank National Association, as successor rights agent (collectively, the Rights Agreement ).

Initially, the Rights will be attached to all Common Stock certificates representing shares then outstanding, and no separate Right certificates will be distributed. Until the earlier to occur of (i) 10 days following a public announcement that a person or group of affiliated or associated persons (an Acquiring Person ) has acquired, or obtained the right to acquire, beneficial ownership of 15% or more of the outstanding shares of Common Stock (the Shares Acquisition Date ) or (ii) 15 business days (or such later date as may be determined by action of the Board of Directors of the Company (the Board of Directors ) prior to the time that any person becomes an Acquiring Person) following the commencement of (or a public announcement of an intention to make) a tender or exchange offer if, upon consummation thereof, such person or group would be the beneficial owner of 15% or more of such outstanding shares of Common Stock (the earlier of such dates being called the Distribution Date ), the Rights will be evidenced by the Common Stock certificates and not by separate certificates.

The Rights Agreement also provides that, until the Distribution Date, the Rights will be transferred with and only with the Common Stock. Until the Distribution Date (or earlier redemption, expiration or termination of the Rights), the transfer of any certificates for Common Stock will also constitute the transfer of the Rights associated with the Common Stock represented by such certificates. As soon as practicable following the Distribution Date, separate certificates evidencing the Rights ( Right Certificates ) will be mailed to holders of record of the Common Stock as of the close of business on the Distribution Date and, thereafter, such separate Right Certificates alone will evidence the Rights.

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The Rights are not exercisable until the Distribution Date and will expire at the earlier of (i) April 1, 2006 (the Final Expiration Date ) and (ii) the redemption of the Rights by the Company as described below.

If any person (other than the Company, its subsidiaries or any person receiving newly-issued shares of Common Stock directly from the Company) becomes the beneficial owner of 15% or more of the then outstanding shares of Common Stock, each holder of a Right will thereafter have the right to receive, upon exercise at the then current exercise price of the Right, Common Stock (or, in certain circumstances, cash, property or other securities of the Company) having a value equal to two times the exercise price of the Right. The Rights Agreement contains an exemption for any issuance of Common Stock by the Company directly to any person (for example, in a private placement or an acquisition by the Company in which Common Stock is used as consideration), even if that person would become the beneficial owner of 15% or more of the Common Stock, provided that such person does not acquire any additional shares of Common Stock. The Rights Agreement also contains an exemption for any person who beneficially owns 15% of the Common Stock of the Company outstanding on the Record Date unless such person (i) individually or together with its affiliates or associates, increases its beneficial ownership by more than 1.5% of the Common Stock of the Company then outstanding or (ii) sells or otherwise disposes of a sufficient number of shares of Common Stock so that such person no longer holds 15% of the Common Stock of the Company and subsequently becomes the Beneficial Owner of 15% or more of the Common Stock of the Company.

If, at any time following the Shares Acquisition Date, the Company is acquired in a merger or other business combination transaction or 50% or more of the Company's assets or earning power are sold, proper provision will be made so that each holder of a Right will thereafter have the right to receive, upon exercise at the then current exercise price of the Right, common stock of the acquiring or surviving company having a value equal to two times the exercise price of the Right.

Notwithstanding the foregoing, following the occurrence of any of the events set forth in the preceding two paragraphs (the Triggering Events ), any Rights that are, or (under certain circumstances specified in the Rights Agreement) were, beneficially owned by any Acquiring Person will immediately become null and void.

The Purchase Price payable, and the number of shares of Preferred Stock or other securities or property issuable, upon exercise of the Rights, are subject to adjustment from time to time to prevent dilution, among other circumstances, in the event of a stock dividend on, or a subdivision, split, combination, consolidation or reclassification of, the Preferred Stock or the Common Stock, or a reverse split of the outstanding shares of the Preferred Stock or the Common Stock.

With certain exceptions, no adjustment in the Purchase Price will be required until cumulative adjustments require an adjustment of at least 1% in the Purchase Price. The Company will not be required to issue fractional shares of Preferred Stock or Common Stock (other than fractions in multiples of one-thousandths of a share of Preferred Stock) and, in lieu thereof, an adjustment in cash may be made based on the market price of the Preferred Stock or Common Stock on the last trading date prior to the date of exercise.

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At any time after the date of the Rights Agreement until the time that a person becomes an Acquiring Person, the Board of Directors may redeem the Rights in whole, but not in part, at a price of \$.01 per Right (the Redemption Price ), which may (at the option of the Company) be paid in cash, shares of Common Stock or other consideration deemed appropriate by the Board of Directors. Upon the effectiveness of any action of the Board of Directors ordering redemption of the Rights, the Rights will terminate and the only right of the holders of Rights will be to receive the Redemption Price.

Until a Right is exercised, the holder thereof, as such, will have no rights as a stockholder of the Company, including, without limitation, the right to vote or to receive dividends.

The Board of Directors of the Company is generally responsible for administering, interpreting and making all decisions and taking all actions with respect to the Rights Agreement, including, without limitation, the decision to redeem or exchange the Rights or to amend the Rights Agreement.

The provisions of the Rights Agreement may be amended by the Company, except that any amendment adopted after the time that a person becomes an Acquiring Person may not adversely affect the interests of holders of Rights.

The Rights have certain anti-takeover effects. The Rights will cause substantial dilution to a person or group that attempts to acquire the Company without conditioning the offer on the Rights being redeemed or a substantial number of Rights being acquired, and under certain circumstances the Rights beneficially owned by such a person or group will become void. The Rights should not interfere with any merger or other business combination approved by the Board of Directors because, if the Rights would become exercisable as a result of such merger or business combination, the Board of Directors may, at its option, at any time prior to the time that any Person becomes an Acquiring Person, redeem all (but not less than all) of the then outstanding Rights at the Redemption Price.

This summary description of the Rights does not purport to be complete and is qualified in its entirety by reference to the Rights Agreement, which is incorporated by reference in this Registration Statement on Form 8-A/A.

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**Item 2. Exhibits.**

<b>Exhibit Number</b>	<b>Description of Document</b>
*4.1	Rights Agreement, dated as of February 5, 1996, between the Company and Harris Trust and Savings Bank, as Rights Agent, which includes as Exhibit A thereto the Form of Certificate of Designation, Preferences and Rights and as Exhibit B thereto the Form of Right Certificate.
4.2	Amendment No. 1 to Rights Agreement, dated as of February 16, 2004, between the Company and LaSalle Bank National Association.
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*	Previously filed as Exhibit 1 to the Registration Statement on Form 8-A being amended hereby.

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**Signature**

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized.

Brunswick Corporation

Date: February 18, 2004

By: Marschall I. Smith

Name: Marschall I. Smith

Title: Vice President, General Counsel and  
Secretary

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