

**NOTE: THIS FORM WAS NOT FILED WITH THE
UNITED STATES SECURITIES AND EXCHANGE
COMMISSION**

FORM 8-K/A

**CURRENT REPORT PURSUANT TO THE INDENTURE,
dated as of October 4, 2005,
among Brookstone, Inc., a Delaware corporation,
Brookstone Company, Inc., a New Hampshire corporation, the
Guarantors (as defined therein) and Wells Fargo Bank, N.A. as Trustee.**

Date of report (Date of earliest event reported): April 18, 2006

BROOKSTONE, INC.

DELAWARE

(State or other jurisdiction
of incorporation)

06-1182895

(IRS Employer
Identification No.)

ONE INNOVATION WAY, MERRIMACK, NH

(Address of principal executive offices)

03054

(Zip Code)

Telephone number, including area code 603-880-9500.

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. below):

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))

This Form 8-K/A amends Brookstone, Inc.'s (the "Company's") current report on Form 8-K ("Original Filing"), posted on the Company's website on April 24, 2006. The purpose of this amendment is to amend and restate the description of the material agreement entered into by the Company contained in item 1.01 of the Original Filing and to disclose additional events relating to the departure of Michael Anthony from the Company and the appointment of Louis Mancini. Item 1.01 is amended and restated in its entirety in this Form 8-K/A.

Item 1.01. Entry into a Material Definitive Agreement.

On April 19, 2006, Brookstone, Inc. ("Brookstone" or the "Company") and Louis Mancini, entered into an employment agreement (the "Employment Agreement") under which Mr. Mancini has agreed to serve as Brookstone's President and Chief Executive Officer and as a director. The Employment Agreement provides for a three year term commencing on April 19, 2006, subject to automatic one-year renewals, unless terminated by either party. Under the Employment Agreement, Mr. Mancini will receive an annual base salary of \$650,000, which is subject to annual upwards adjustment based upon increases in the Consumer Price Index - US City Average during the preceding year. In addition to his annual base salary, in the event that the Company meets or exceeds a minimum EBITDA (as defined in the Employment Agreement) target as specified from time to time by the Board of Directors with respect to a fiscal year, Mr. Mancini will be entitled to receive a cash bonus equal to the sum of the following: (i) 33% of his base salary, plus (ii) 2.21% of the amount by which the Company's EBITDA for such fiscal year exceeds the minimum targeted EBITDA for such fiscal year, plus (iii) 1.04% of the amount, if any, by which the Company's EBITDA for such fiscal year exceeds the sum of the minimum targeted EBITDA for such fiscal year and \$5 million, (iv) 3.25% of the amount, if any, by which the Company's EBITDA for such fiscal year exceeds the sum of the minimum targeted EBITDA for such fiscal year and \$15 million. If Mr. Mancini's employment is terminated by Brookstone other than for cause or upon Change in Control (as defined therein) in which Mr. Mancini is given the opportunity to dispose of all of the equity he then holds in Brookstone's parent holding companies, OSIM Brookstone Holdings, L.P. and OSIM Brookstone Holdings, Inc. ("OBH Inc.") upon the same terms and conditions as the other equityholders of such entities, or is terminated by Mr. Mancini for good reason (as defined in the Employment Agreement), Mr. Mancini will be entitled to receive his base salary and benefits for an 18-month period from the date of termination. In addition, the Employment Agreement contains noncompetition, nonsolicitation and nondisparagement provisions during the term thereof and for specified periods thereafter.

The preceding description is summary in nature and does not purport to be complete.

Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

(b) Departure of Directors or Principal Officers

As of April 18, 2006, Michael Anthony delivered his resignation from the board of directors of the Company, Brookstone Company, Inc. ("Brookstone Company") and each of its subsidiaries and from each of the officer positions he held with such entities, including as the President and Chief Executive Officer of the Company and of Brookstone Company, effective as of April 19, 2006.

(d) Election of Directors

As of April 19, 2006, Mr. Mancini was appointed to the board of directors of the Company, of Brookstone Company and of each of its subsidiaries to fill the vacancy created by Mr. Anthony's departure. Under the Shareholders Agreement of OBH Inc., dated as of October 4, 2005, the shareholders of OBH Inc. have agreed to cause the Chief Executive Officer of Brookstone to be a director of Brookstone Company, Inc. and Mr. Mancini has agreed to serve in such capacity pursuant to the Employment Agreement. Mr. Mancini has been named to the Executive Committee of the Company.

SIGNATURE

The Company has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

May 2, 2006

By:

/s/ Philip W. Roizin

Philip W. Roizin
Executive Vice President,
Finance and Administration,
Treasurer, Secretary
and Chief Financial Officer