

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: **June 20, 2011**

Date of earliest event reported: **June 20, 2011**

INTL FCStone Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware	000-23554	59-2921318
(State or Other Jurisdiction of Incorporation)	(Commission File No.)	(IRS Employer Id. No.)
of Incorporation)	File Number)	Identification No.)
708 Third Avenue, Suite 1500, New York, New York		10017
(Address of Principal Executive Offices)		(Zip Code)

Registrant's telephone number, including area code: **(212) 485-3500**

(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. 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))

Item 1.01. Entry into a Material Definitive Agreement

On June 20, 2011, INTL FCStone Inc. (f/k/a International Assets Holding Corporation), as guarantor, its subsidiary FCStone Group, Inc., as guarantor, and its indirect wholly owned subsidiary FCStone, LLC, (the "Company") as borrower, entered into the Third Amendment to Amended and Restated Credit Agreement with Bank of Montreal, as Administrative Agent, and BMO Harris Financing, Inc., as a lender party thereto (the "Amendment"). The Amendment amends the Amended and Restated Credit Agreement dated as of June 21, 2010, as amended, between the Company, the guarantors, the Administrative Agent, and the lending parties (the Credit Agreement, together with any Amendments, are hereinafter collectively referred to as the "Amended Credit Agreement").

The termination date of the Amended Credit Agreement is June 18, 2012, or such earlier date as the commitments are terminated pursuant to the Amended Credit Agreement.

The Amended Credit Agreement maintains the aggregate amount of all commitments allowed under the Amended Credit Facility at \$75,000,000, and amended the termination date as noted above.

The description in this report of the Third Amendment to Amended and Restated Credit Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment. A copy of the Amendment is attached to this report as Exhibit 10.1 and is incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of the Registrant.

The information included in Item 1.01 of this report is incorporated by reference into this Item 2.03.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are filed herewith:

Exhibit No.	Description of Document
10.1	Third Amendment to Amended and Restated Credit Agreement, made as of June 20, 2011, by and between FCStone, LLC, as borrower, FCStone Group, Inc., as a guarantor, INTL FCStone Inc., as a guarantor, Bank of Montreal, as Administrative Agent, and BMO Harris Financing, Inc., as a lender party thereto.

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.

INTL FCStone Inc.

By: /s/ Brian Sephton

Brian Sephton, its Chief Legal & Governance Officer

Date: June 23, 2011

Exhibit Index

Exhibit No.	Description of Document
10.1	Third Amendment to Amended and Restated Credit Agreement, made as of June 20, 2011, by and between FCStone, LLC, as borrower, FCStone Group, Inc., as a guarantor, INTL FCStone Inc., as a guarantor, Bank of Montreal, as Administrative Agent, and BMO Harris Financing, Inc., as a lender party thereto.

Third Amendment To Amended and Restated Credit Agreement

This Third Amendment to Amended and Restated Credit Agreement (herein, the “*Amendment*”) is entered into as of June 20, 2011, by and among FCStone, LLC, an Iowa limited liability company (the “*Borrower*”), the Guarantors party to this Amendment, the financial institutions party to this Amendment, as lenders (the “*Lenders*”), and Bank of Montreal, as administrative agent (the “*Administrative Agent*”).

Preliminary Statements

A. The Borrower, the Guarantors, the Lenders and the Administrative Agent entered into a certain Amended and Restated Credit Agreement dated as of June 21, 2010, as amended (the “*Credit Agreement*”). All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Credit Agreement.

B. The Borrower has requested that the Required Lenders amend the Credit Agreement, and the Required Lenders are willing to do so under the terms and conditions set forth in this Amendment.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Amendments.

Subject to the satisfaction of the conditions precedent set forth in Section 2 below, the Credit Agreement shall be and hereby is amended as follows:

1.1. The defined term “*Termination Date*” appearing in Section 5.1 of the Credit Agreement shall be amended and restated to read in its entirety as follows:

“*Termination Date*” means June 18, 2012 or such earlier date on which the Commitments are terminated in whole pursuant to Section 1.10, 9.2 or 9.3 hereof.

Section 2. Conditions Precedent.

This Amendment shall become effective upon satisfaction of all of the following conditions precedent:

2.1. The Borrower, the Guarantors, the Required Lenders and the Administrative Agent shall have executed and delivered this Amendment.

2.2. The Administrative Agent shall have received a non-refundable amendment fee in an amount equal to 0.15% of the Commitments in effect as of the date of this Amendment.

2.3. The Administrative Agent shall have received good standing certificates for each of the Borrower and the Guarantor from the Secretary of State from the state of its incorporation (dated no earlier than 30 days prior to the date of this Amendment).

2.4. The Administrative Agent shall have received certified copies of all amendments to the

Guarantor's certificate of formation and by-laws since June 21, 2010.

2.4. Legal matters incident to the execution and delivery of this Amendment shall be satisfactory to the Administrative Agent and its counsel.

Section 3. Representations.

3.1. In order to induce the Administrative Agent and the Lenders to execute and deliver this Amendment, the Borrower hereby represents to the Administrative Agent and the Lenders that as of the date hereof (a) the representations and warranties set forth in Section 6 of the Credit Agreement are and shall be and remain true and correct in all material respects (except to the extent that such representations and warranties relate to an earlier date) and (b) it is in compliance with the terms and conditions of the Credit Agreement and no Default or Event of Default has occurred and is continuing under the Credit Agreement or shall result after giving effect to this Amendment.

3.2. Since June 21, 2010, there has been no amendments, modifications, restatements or supplements to the articles of formation (or its equivalent) and the limited liability company agreement (or its equivalent) of the Borrower, and such articles of formation and limited liability company agreement are in full force and effect.

3.3 The resolutions of the Borrower and the Guarantor dated June 21, 2010 on file with the Administrative Agent have not been amended, modified or rescinded and are in full force and effect.

Section 4. Miscellaneous.

4.1. Except as specifically amended herein, the Credit Agreement, including without limitation the Guarantees set forth in Section 11 thereof and the Notes issued pursuant to Section 1.9 thereof, shall continue in full force and effect in accordance with its original terms. Reference to this specific Amendment need not be made in the Credit Agreement, the Notes, or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to or with respect to the Credit Agreement, any reference in any of such items to the Credit Agreement being sufficient to refer to the Credit Agreement as amended hereby.

4.2. The Borrower agrees to pay on demand all out of pocket costs and expenses of or incurred by the Administrative Agent in connection with the negotiation, preparation, execution and delivery of this Amendment, including the fees and expenses of counsel for the Administrative Agent.

4.3. This Amendment may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Amendment by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of executed counterparts of this Amendment by telecopy or by e-mail transmission of an Adobe portable document format file (also known as a "PDF" file) shall be effective as an original. This Amendment shall be governed by the internal laws of the State of Illinois.

[Signature Pages to Follow]

[Third Amendment - FCStone]

This Third Amendment to Amended and Restated Credit Agreement is entered into as of the date and year first above written.

“Borrower”

FCStone, LLC

By /s/ William J. Dunaway
Name William J. Dunaway
Title Chief Financial Officer

“Guarantors”

FCStone Group, Inc.

By /s/ William J. Dunaway
Name William J. Dunaway
Title Chief Financial Officer

INTL FCStone, Inc. (f/k/a International Assets Holding Corporation)

By /s/ Scott J. Branch
Name Scott J. Branch
Title COO

By /s/ Sean O'Connor
Name Sean O'Connor
Title CEO

Accepted and agreed to.

Bank of Montreal, as Administrative Agent

By /s/ Scott M. Ferris

Name Scott M. Ferris

Title Managing Director

BMO Harris Financing, Inc. (f/k/A BMO Capital Markets Financing, Inc.), as a
Lender

By /s/ Scott M. Ferris

Name Scott M. Ferris

Title Managing Director