

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K  
CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

Date of report: **January 8, 2016**

Date of earliest event reported: **January 5, 2016**

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

<b>Delaware</b> (State or Other Jurisdiction of Incorporation)	<b>000-23554</b> (Commission File No.)	<b>59-2921318</b> (IRS Employer Id. No.)
<b>708 Third Avenue, Suite 1500, New York, New York</b> (Address of Principal Executive Offices)		<b>10017</b> (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):

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- 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 January 5, 2016, INTL FCStone Financial Inc. ("INTL FCStone Financial"), a direct wholly-owned subsidiary of INTL FCStone Inc., entered into an Amendment to Secured Clearance Advance Facility Agreement with JPMorgan Chase Bank, N.A., pursuant to which at the request of INTL FCStone Financial the amount available under the facility was decreased from \$35 million to \$25 million and the termination date was extended from January 4, 2016 to June 30, 2016. The facility will continue to be used in support of INTL FCStone Financial's activities and is secured by certain of INTL FCStone Financial's assets.

The description in this report of the Amendment to Secured Clearance Advance Facility Agreement (the "Amendment") 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 a Registrant.**

The information set forth above in Item 1.01 regarding the Amendment is hereby incorporated into Item 2.03(a) by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) *Exhibits.*

The following exhibits are filed herewith:

<b>Exhibit No.</b>	<b>Description of Document</b>
10.1	Amendment to Secured Clearance Advance Facility Agreement entered into as of January 5, 2016, by and between INTL FCStone Financial Inc. as Customer and JPMorgan Chase Bank, N.A.

**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 T. Sephton

Brian T. Sephton, its Chief Legal & Governance Officer

Date: January 8, 2016

**Exhibit Index**

<b>Exhibit No.</b>	<b>Description of Document</b>
10.1	Amendment to Secured Clearance Advance Facility Agreement entered into as of January 5, 2016, by and between INTL FCStone Financial Inc. as Customer and JPMorgan Chase Bank, N.A.

**AMENDMENT TO  
SECURED CLEARANCE ADVANCE FACILITY AGREEMENT**

This AMENDMENT, dated as of January 5, 2016 (this "Amendment"), to that certain Amended and Restated Secured Clearance Advance Facility Agreement, dated as of January 2, 2015 (as amended further from time to time, the "SCAF Agreement"), between **INTL FCSTONE FINANCIAL INC** (the "Customer") and **JPMorgan Chase Bank, N.A.** ("JPMCB" and, together with the Customer, the "Parties"), is entered into between the Customer and JPMCB.

**WHEREAS** the Parties have entered into the SCAF Agreement, and

**WHEREAS**, the Parties wish to amend the SCAF Agreement as set forth below;

**ACCORDINGLY**, in consideration of the foregoing and the mutual agreements herein contained, the Parties hereby agree as follows:

1. Section 1 (Definitions) of the SCAF Agreement shall be amended as follows:
  - (a) "Commitment Amount" means \$25,000,000.00; as such amount may be changed from time to time pursuant to Section 5(d) of this Agreement.
  - (b) "Commitment Termination Date" means June 30, 2016 unless extended in writing by the Customer and JPMCB no later than 30 calendar days (or such shorter period as may be agreed to by JPMCB in its sole discretion) before the Commitment Termination Date then in effect, in which case the "Commitment Termination Date" shall be such extended date; provided that the effectiveness of any such extension shall be subject to (a) no Default having occurred and being continuing, (b) the satisfaction of certain other conditions specified by JPMCB in its sole discretion and (c) such changes to the terms and conditions of this Agreement as are satisfactory to JPMCB in its sole discretion
2. Section 9 (Fees) of the SCAF Agreement shall be amended by replacing the reference to "7 basis points (0.07%)" on the third line thereof with "33 basis points (0.33%)".
3. Effectiveness. Sections 1 and 2 of this Amendment shall be effective as of January 5, 2016.
4. Miscellaneous
  - a. This Amendment may be executed and delivered in counterparts (through facsimile transmission or otherwise in writing), each such counterpart shall be deemed an original, and all such counterparts, together, shall constitute a single agreement.
  - b. This Amendment constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all oral communications and prior writings with respect thereto. Upon execution and delivery of this Amendment, the SCAF Agreement shall be modified and amended in accordance with the terms herein and shall continue in full force and effect.
  - c. This Amendment shall be construed and interpreted in accordance with the internal laws of the State of New York without giving effect to the conflict of laws principles thereof, except that the foregoing shall not reduce any statutory right to choose New York law or forum.

- d. The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment. **IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the date first above written.

**JPMORGAN CHASE BANK, N.A.**      **INTL FCSTONE FINANCIAL INC**

By: /s/ Michael Katz

By: /s/ Xuong Nguyen

Name: Michael Katz

Name: Xuong Nguyen

Title: ED

Title: Chief Operating Officer

**INTL FCSTONE FINANCIAL INC**

By: /s/ Tricia Harrod

Name: Tricia Harrod

Title: Chief Risk Officer