

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: **April 16, 2013**

Date of earliest event reported: **April 11, 2013**

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

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

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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 April 11, 2013, 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 Fifth 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 amended termination date of the Amended Credit Agreement is April 10, 2014, 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 amends the termination date as noted above.

The description in this report of the Fifth 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:

<b>Exhibit No.</b>	<b>Description of Document</b>
10.1	Fifth Amendment to Amended and Restated Credit Agreement, made as of April 11, 2013, by and between FCStone, LLC, as Borrower, FCStone Group, Inc., as Guarantor, INTL FCStone Inc., as 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 T. Sephton

Brian T. Sephton, its Chief Legal & Governance Officer

Date: April 16, 2013

## Exhibit Index

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**Fifth Amendment To  
Amended and Restated Credit Agreement**

This Fifth Amendment to Amended and Restated Credit Agreement (herein, the "*Amendment*") is entered into as of April 11, 2013, 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 Lenders amend the Credit Agreement, and the 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 April 10, 2014 or such earlier date on which the Commitments are terminated in whole pursuant to Section 1.10, 9.2 or 9.3 hereof.

1.2. Sections 8.21(a) and (b) of the Credit Agreement shall be amended and restated to read in their entirety as follows:

(a) *Tangible Net Worth*. The Borrower shall at all times maintain a Tangible Net Worth of at least \$100,000,000.

(b) *Maximum Net Loss*. The Borrower shall not, as of the last day of each calendar month, permit Net Income for the twelve calendar months then ended to be less than (\$15,000,000).

1.3. Exhibit C to the Credit Agreement shall be amended and restated in the form of Exhibit C attached hereto.

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 Lenders and the Administrative Agent shall have executed and delivered this Amendment.

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

2.3. 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 certificate of incorporation or articles of formation, as applicable and by-laws or the limited liability company agreement (or its equivalent) of the Borrower and the Parent, and such certificate of incorporation or articles of formation and by-laws or limited liability company agreement are in full force and effect.

3.3. Since June 20, 2011, there has been no amendments, modifications, restatements or supplements to the certificate of incorporation and by-laws of Holdings, and such certificate of incorporation and by-laws are in full force and effect.

3.4. The resolutions of the Borrower and the Guarantors 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]

This Fifth 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.

By /s/Scott J. Branch  
Name Scott J. Branch  
Title Chief Operating Officer

By /s/Bruce Fields  
Name Bruce Fields  
Title Group Treasurer

Accepted and agreed to.

Bank of Montreal, as Administrative Agent

By /s/Linda C. Haven

Name Linda C. Haven

Title Managing Director

BMO Harris Financing, Inc., as a Lender

By /s/Linda C. Haven

Name Linda C. Haven

Title Managing Director