

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: **February 1, 2013**

Date of earliest event reported: **January 29, 2013**

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

Delaware
(State or Other Jurisdiction of Incorporation)

000-23554
(Commission File No.)

59-2921318
(IRS Employer Id. No.)

708 Third Avenue, Suite 1500, New York, New York
(Address of Principal Executive Offices)

10017
(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 29, 2013, the Company's subsidiary INTL Commodities, Inc., entered into a Fifth Amendment to Amended and Restated Credit Agreement with BNP Paribas as Administrative Agent, an Issuing Bank, Swing Line Lender and a Lender; ABN AMRO Capital USA LLC, an additional Issuing Bank and a Lender; and Rabobank Nederland, New York Branch and Mizuho Corporate Bank, Ltd. as additional Lenders; and with the lenders from time to time parties to the Credit Agreement, pursuant to which the amount available under this syndicated loan facility was maintained at \$140 million and the Expiration Date was extended from January 31, 2013 to April 30, 2013. The loan proceeds will continue to be used to finance INTL Commodities' activities and are secured by INTL Commodities' assets. Also on January 29, 2013, the Company reaffirmed the terms, conditions and obligations under the Amended and Restated Parent Guarantee dated as of September 22, 2010 in support of the Amended and Restated Credit Agreement.

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 Fourth Amendment. A copy of the Fifth Amendment is attached to this report as Exhibit 10.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are filed herewith:

Exhibit No.	Description of Document
10.1	Fifth Amendment to Amended and Restated Credit Agreement, made as of January 29, 2013, by and between INTL Commodities, Inc., as borrower, INTL FCStone Inc., as guarantor, BNP Paribas, as Administrative Agent and an Issuing Bank, and ABN AMRO Capital USA LLC, as an additional Issuing Bank.

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: February 1, 2013

Exhibit Index

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**FIFTH AMENDMENT TO
AMENDED AND RESTATED
CREDIT AGREEMENT**

This **FIFTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT** (this "Fifth Amendment") dated as of January 29, 2013 is among INTL Commodities, Inc., a Delaware corporation (the "Borrower"), each of the lenders (including, without limitation, the Issuing Banks and the Swing Line Lender, the "Lenders") that is a party to the Credit Agreement (as defined below) that has signed a counterpart hereof, and BNP Paribas as Administrative Agent.

WITNESSETH:

WHEREAS, each of the Borrower, the Lenders (including, without limitation, ABN AMRO Capital USA LLC (as successor to ABN AMRO Bank N.V. by assignment) and BNP Paribas, in their capacities as Issuing Banks and BNP Paribas in its capacity as Swing Line Lender), BNP Paribas Securities Corp., ABN AMRO Capital USA LLC and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Joint Lead Arrangers and Joint Bookrunners, ABN AMRO Capital USA LLC and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Co-Syndication Agents, and BNP Paribas, as the Administrative Agent, are parties to an Amended and Restated Credit Agreement dated as of September 22, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein having the meanings given to them in the Credit Agreement unless otherwise defined herein); and

WHEREAS, the Borrower has requested an amendment to the Credit Agreement extending the Expiration Date to April 30, 2013, and, pursuant to Section 11.01 of the Credit Agreement, the Borrower, each Lender and the Administrative Agent have agreed to amend the Credit Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendment. Effective upon the occurrence of the Effective Date (as defined in Section 2 below), the Credit Agreement is hereby amended as follows:

The definition of "Expiration Date" set forth in Section 1.01 is hereby amended by deleting "January 31, 2013" and replacing it with "April 30, 2013".

SECTION 2. Effectiveness of Amendment, etc.

This Fifth Amendment shall become effective on the date (the "Effective Date") on which (a) each of the Borrower, the Administrative Agent, and the Lenders shall have duly executed this Fifth Amendment, (b) the Parent shall have duly executed and delivered to the Administrative Agent a consent substantially in the form of Annex I hereto, (c) Bank of America, N.A., as Agent shall have duly executed and delivered to the Administrative Agent a consent substantially in the form of Annex II hereto, (d) the Administrative Agent shall have received, for the pro-rata account of the Lenders, payment from the

Borrower in immediately available funds of a fully-earned, non-refundable amendment fee in the amount of \$210,000, (e) the Administrative Agent shall have received from the Borrower payment in full of all reasonable out-of-pocket costs incurred in connection with this Fifth Amendment and due diligence in respect thereto, (f) the Administrative Agent shall have received from the Borrower payment in full (for its own account) of the fees set forth in the fee letter dated the date hereof among the Administrative Agent, BNP Paribas Securities Corp. and the Borrower, and (g) the Administrative Agent shall have received such corporate authorization documents of the Borrower and the Parent, such good standing certificates and such opinions of counsel as the Lenders shall request.

SECTION 3. Effect of Amendment; Ratification; Representations; etc.

(a) On and after the Effective Date, this Fifth Amendment shall be a part of the Credit Agreement, all references to the Credit Agreement in the Credit Agreement and the other Loan Documents shall be deemed to refer to the Credit Agreement as amended by this Fifth Amendment, and the term "this Agreement", and the words "hereof", "herein", "hereunder" and words of similar import, as used in the Credit Agreement, shall mean the Credit Agreement as amended hereby.

(b) Except as expressly set forth herein, this Fifth Amendment shall not constitute an amendment, waiver or consent with respect to any provision of the Credit Agreement, as amended hereby, and the Credit Agreement, as amended hereby, is hereby ratified, approved and confirmed in all respects.

(c) In order to induce the Administrative Agent and the Required Lenders to enter into this Fifth Amendment, the Borrower represents and warrants to the Administrative Agent and the Lenders that before and after giving effect to the execution and delivery of this Fifth Amendment:

(i) the representations and warranties of the Borrower set forth in the Credit Agreement and in the other Loan Documents shall be true and correct in all material respects as if made on and as of the date hereof, except for those representations and warranties that by their terms were made as of a specified date which shall be true and correct on and as of such date, and

(ii) no Default or Event of Default has occurred and is continuing.

SECTION 4. Counterparts.

This Fifth Amendment may be executed by one or more of the parties to this Fifth Amendment on any number of separate counterparts (including by facsimile transmission of, or by email with pdf attachments of, signature pages hereto), each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same agreement. A set of the copies of this Fifth Amendment signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

SECTION 5. Severability.

Any provision of this Fifth Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 6. GOVERNING LAW.

THIS FIFTH AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF).

SECTION 7. WAIVERS OF JURY TRIAL.

EACH PARTY TO THIS FIFTH AMENDMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS FIFTH AMENDMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS FIFTH AMENDMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to be duly executed as of the day and year first above written.

INTL COMMODITIES, INC.

By: /s/ Bruce E. Fields

Name: Bruce E. Fields

Title: Senior Vice President

By: /s/ Todd A. Walls

Name: Todd A. Walls

Title: Chief Financial Officer

BNP PARIBAS,
as Administrative Agent, an Issuing Bank, Swing Line Lender and a Lender

By: /s/ William B. Murray
Name: William B. Murray
Title: Managing Director

By: /s/ Deborah P. Whittle
Name: Deborah P. Whittle
Title: Director

Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., “Rabobank Nederland”, New York Branch, as a Lender

By: /s/ Antonio Nanez

Name: Antonio Nanez

Title: Executive Director

By: /s/ Tim Hogebrug

Name: Tim Hogebrug

Title: Executive Director

ABN AMRO CAPITAL USA LLC (as successor to ABN AMRO BANK N.V. by assignment), as an Issuing Bank and a Lender

By: /s/ Urvashi Zutshi

Name: Urvashi Zutshi

Title: Managing Director

By: /s/ Stacey Judd

Name: Stacey Judd

Title: Director

MIZUHO CORPORATE BANK, LTD.,
as a Lender

By: /s/ Akihiro Tani

Name: Akihiro Tani

Title: Senior Vice President