

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 (Date of earliest event reported): January 22, 2010

The Interpublic Group of Companies, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware	1-6686	13-1024020
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)
1114 Avenue of the Americas, New York, New York		10036
(Address of Principal Executive Offices)		(Zip Code)

Registrant's telephone number, including area code: 212-704-1200

(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:

- 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))
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Item 1.01. Entry into a Material Definitive Agreement

On January 22, 2010, The Interpublic Group of Companies, Inc. (“IPG”) entered into Amendment No. 3 (the “Amendment”) to the 3-Year Credit Agreement dated as of July 18, 2008 (the “Credit Agreement”) among IPG, Citibank, N.A. as administrative agent, and the banks, financial institutions and other institutional lenders parties thereto as lenders. A copy of the Amendment is attached hereto as Exhibit 10.1 and is hereby incorporated into this report by reference to this exhibit. The summary below is qualified in its entirety by reference to the full terms of the Amendment. The Amendment modifies certain of the financial covenants as follows:

Leverage ratio. The Credit Agreement previously required a leverage ratio no greater than 3.25x for the remaining term of the Credit Agreement. The Amendment raises the maximum leverage ratio to 3.75x for the four-quarter periods ended December 31, 2009 and March 31, 2010, respectively, and to 3.50x for the four-quarter period ended June 30, 2010.

Minimum EBITDA. The Credit Agreement previously required a minimum level of EBITDA of \$550 million for each four-quarter period through the second quarter of 2010, which increases to \$600 million for each four-quarter period ended September 30, 2010 and thereafter. The Amendment reduces the minimum level to \$520 million for each of the four-quarter periods ended December 31, 2009 and March 31, 2010, respectively.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits

10.1 Amendment No. 3 to the 3-Year Credit Agreement, dated as of January 22, 2010 (filed pursuant to Item 1.01)

**AMENDMENT NO. 3 TO THE
3-YEAR CREDIT AGREEMENT**

Dated as of January 22, 2010

AMENDMENT NO. 3 TO THE 3-YEAR CREDIT AGREEMENT (this "Amendment") dated as of January 22, 2010 among The Interpublic Group of Companies, Inc., a Delaware corporation (the "Company"), the banks, financial institutions and other institutional lenders parties to the Credit Agreement referred to below (collectively, the "Lenders") and Citibank N.A., as administrative agent (the "Agent") for the Lenders.

PRELIMINARY STATEMENTS:

- (1) The Company, the Lenders and the Agent have entered into a 3-Year Credit Agreement dated as of July 18, 2008 and amended as of May 13, 2009 and as of June 5, 2009 (as so amended, the "Credit Agreement"). Capitalized terms used in this Amendment and not otherwise defined in this Amendment shall have the same meanings as specified in the Credit Agreement.
- (2) The Company, the Required Lenders and the Agent have agreed to amend the Credit Agreement as hereinafter set forth.

SECTION 1. Amendments to the Credit Agreement. The Credit Agreement is, effective as of the date set forth above and subject to the satisfaction of the conditions precedent set forth in Section 2, hereby amended as follows:

- (a) Section 5.03(b) is deleted in its entirety and replaced by the following:

“(b) Leverage Ratio. Maintain, as of the end of the fiscal quarter ended September 30, 2008 and as of the end of each fiscal quarter thereafter, a Leverage Ratio of not greater than the ratio set forth opposite such fiscal quarter below:

Fiscal Quarter Ending	Ratio
September 30, 2008	3.50 to 1
December 31, 2008	3.50 to 1
March 31, 2009	3.25 to 1
June 30, 2009	3.25 to 1
September 30, 2009	3.25 to 1
December 31, 2009	3.75 to 1
March 31, 2010	3.75 to 1
June 30, 2010	3.50 to 1
September 30, 2010 and thereafter	3.25 to 1

(b) Section 5.03(c) is amended by adding the following proviso to the end thereof:

“; provided further that such Consolidated EBITDA may as of the end of the fiscal quarters ended December 31, 2009 and March 31, 2010 be less than \$550,000,000 but shall not be less than \$520,000,000.”

SECTION 2. Conditions of Effectiveness. This Amendment shall become effective as of the date first above written when, and only when, the Agent shall have received counterparts of this Amendment executed by the Company and the Required Lenders or, as to any of the Lenders, advice satisfactory to the Agent that such Lender has executed this Amendment.

SECTION 3. Representations and Warranties of the Company. The Company represents and warrants as follows:

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all corporate powers and all material governmental licenses, authorizations, consents and approvals required to carry on its business.

(b) The execution, delivery and performance by the Company of this Amendment and the Credit Agreement and each of the Notes, as amended hereby, are within the Company's corporate powers, have been duly authorized by all necessary corporate action, and do not contravene, or constitute a default under, any provision of applicable law or regulation or of the certificate of incorporation of the Company or of any judgment, injunction, order, decree, material agreement or other instrument binding upon the Company or result in the creation or imposition of any Lien on any asset of the Company or any of its Consolidated Subsidiaries.

(c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other third party is required for the due execution, delivery and performance by the Company of this Amendment or the Credit Agreement and the Notes, as amended hereby.

(d) This Amendment has been duly executed and delivered by the Company. This Amendment and each of the Credit Agreement and the Notes, as amended hereby, are legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally and subject to general principles of equity.

(e) There is no action, suit, investigation, litigation or proceeding pending against, or to the knowledge of the Company, threatened against the Company or any of its Consolidated Subsidiaries before any court or arbitrator or any governmental body, agency or official in which there is a significant probability of an adverse decision that (i) would have a

Material Adverse Effect or (ii) purports to affect the legality, validity or enforceability of this Amendment, the Credit Agreement or any Note or the consummation of the transactions contemplated hereby.

SECTION 4. Reference to and Effect on the Credit Agreement and the Notes.

(a) On and after the effectiveness of this Amendment, each reference in the Credit Agreement to “this Agreement,” “hereunder,” “hereof” or words of like import referring to the Credit Agreement, and each reference in the Notes to “the Credit Agreement”, “thereunder,” “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement, as amended by this Amendment.

(b) The Credit Agreement and the Notes, as specifically amended by this Amendment, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Agent under the Credit Agreement, or constitute a waiver of any provision of the Credit Agreement.

SECTION 5. Costs and Expenses. The Company agrees to pay on demand all reasonable costs and expenses of the Agent in connection with the preparation, execution, delivery and administration, modification and amendment of this Amendment and the other instruments and documents to be delivered hereunder (including, without limitation, the reasonable fees and expenses of counsel for the Agent) in accordance with the terms of Section 9.04 of the Credit Agreement.

SECTION 6. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by telecopier shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 7. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to conflicts of law provisions that might require the application of the laws of a different jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, effective as of the date first above written.

THE INTERPUBLIC GROUP OF COMPANIES, INC.

By: /s/ Ellen Johnson
Title: Senior Vice President and Treasurer

CITIBANK, N.A.,
as Agent, as Lender and as Issuing Bank

By: /s/ Shannon Sweeney
Title: Vice President

JPMORGAN CHASE BANK, N.A.

By: /s/ Michelle Cipriani
Title: Vice President

HSBC BANK, USA, NATIONAL ASSOCIATION

By: /s/ Thomas T. Rogers
Title: Senior Vice President

MORGAN STANLEY BANK

By: /s/ Ryan Vetsch
Title: Authorized Signatory

UBS LOAN FINANCE LLC

By: /s/ Irja Otsa
Title: Associate Director

By: /s/ Mary E. Evans
Title: Associate Director

ING CAPITAL FINANCE

By: /s/ Bill James
Title: Managing Director

