

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

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FORM 8-K

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CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15 (d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): May 13, 2009

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

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

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

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(Former Name or Former Address, if Changed Since Last Report)

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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 May 13, 2009, The Interpublic Group of Companies, Inc. (“IPG”) entered into Amendment No. 1 (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 is intended to preserve the Company’s ability to use the Credit Agreement in the event of any bankruptcy or related event with respect to General Motors Corporation (“GM”) or any of its affiliates. It modifies the definition of EBITDA under the Credit Agreement in order to exclude from the determination of consolidated EBITDA for all purposes under the Credit Agreement (including certain financial and other covenants) any effects on IPG’s consolidated EBITDA arising from any bankruptcy or other adverse event with respect to GM and/or any of its affiliates, provided that the new exclusion effected by the amendment is limited to an aggregate of \$150,000,000 of cash charges and an aggregate amount of \$100,000,000 of non-cash charges.

The Company has entered into the Amendment solely as a matter of sound financial management. While the Company maintains committed credit facilities to increase its financial flexibility, it has not drawn on any of its corporate credit facilities since 2003, although it uses them to obtain letters of credit to support commitments on behalf of certain clients. The Company has no nonpublic information concerning any GM-related bankruptcy proceeding or related event and continues to operate to the full extent of its business relationship with GM.

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

(c) Exhibits

Exhibit 10.1: Amendment No. 1 to the 3-Year Credit Agreement, dated as of May 13, 2009 (filed pursuant to Item 10.1)

SIGNATURES

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.

THE INTERPUBLIC GROUP OF COMPANIES, INC.

Date: May 18, 2009

By:           /s/ Nicholas J. Camera            
Nicholas J. Camera  
Senior Vice President, General Counsel  
and Secretary

EXHIBIT INDEX

Exhibit No.	Description
10.1	Amendment No. 1 to the 3-Year Credit Agreement, dated as of May 13, 2009

**AMENDMENT NO. 1 TO THE  
3-YEAR CREDIT AGREEMENT**

Dated as of May 13, 2009

**AMENDMENT NO. 1 TO THE 3-YEAR CREDIT AGREEMENT** (this "Amendment"), dated as of May 13, 2009 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 (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 1.01 is amended by adding the following proviso to the end of the definition of "EBITDA":

; provided, that, in addition to (and without duplication of) the foregoing, in the determination of operating income (or operating loss) for purposes hereof, any and all effects of any GM Event (other than any cash charges related to severance or lease termination costs) that result in reductions in operating income (or increases in operating loss) in the financial statements of the Company and/or any of its Subsidiaries shall be disregarded; provided, further, that the maximum aggregate amount of any cash charges that may be so disregarded pursuant to this proviso shall be \$150,000,000 and the maximum aggregate amount of any non-cash charges that may be so disregarded pursuant to this proviso shall be \$100,000,000 (it being understood that non-cash charges resulting from a GM Event in excess of such amount may be included with other non-cash charges added back pursuant to clause (c) of this definition, to the extent otherwise permitted by such clause (c)).

(b) Section 1.01 is amended by adding the following new defined term in its appropriate alphabetical order:

"GM Event" means any bankruptcy, liquidation or other event or circumstance of the kind described in Section 6.01(e) hereof (without regard to the proviso thereof or any grace period or notice provided for therein), or any reorganization or restructuring outside of bankruptcy or other similar law, occurring with respect to General Motors Corporation and/or any of its Affiliates, or any other adverse change, event or circumstance with respect to any such Person that results in charges, write-offs or other reductions in operating income (or increases in operating loss) of the Company and/or its Subsidiaries, and includes any of the foregoing events, changes or circumstances with respect to automobile dealerships dealing in General Motors vehicles following any GM Event with respect to General Motors Corporation and/or any of its Affiliates.

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.

(d) Each of the Agent and the Required Lenders signatory hereto hereby agrees and confirms that, for purposes of determining whether any “Material Adverse Change” or “Material Adverse Effect” exists or has occurred or will or may occur, with respect to any representation, covenant or agreement or for any other purpose under the Credit Agreement or this Amendment, any and all effects of a GM Event shall be disregarded.

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.

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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 T. 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/ Paul Fossati  
Title: Authorized Signatory

UBS LOAN FINANCE LLC

By: /s/ Irja Otsa  
Title: Associate Director

By: /s/ Marie Haddad  
Title: Associate Director

ING CAPITAL FINANCE

By: /s/ Bill James  
Title: Managing Director

