

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): April 9, 2012

WORLD FUEL SERVICES CORPORATION
(Exact name of registrant as specified in its charter)

Florida
(State or other jurisdiction of
incorporation)

1-9533
(Commission File
Number)

59-2459427
(I.R.S. Employer
Identification No.)

9800 N.W. 41st Street, Suite 400
Miami
(Address of principal executive offices)

33178
(Zip Code)

Registrant's telephone number, including area code: **(305) 428-8000**

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 5.02. Departures of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

5.02(e)

Amendment of Employment Agreement with Michael J. Kasbar

Effective as of March 30, 2012, World Fuel Services Corporation (the “Company”) and Michael J. Kasbar amended the employment agreement between the Company and Mr. Kasbar, dated as of March 14, 2008, as previously amended, in order to extend the expiration date from December 31, 2015 to December 31, 2016. The expiration of Mr. Kasbar’s employment agreement is now scheduled to coincide with the end of the performance period applicable to a special grant of performance-based restricted shares of Company common stock, which the Compensation Committee of the Company’s Board of Directors approved on March 30, 2012.

Furthermore, Mr. Kasbar’s employment agreement was also amended to remove the provision stating that his current annual base salary is \$750,000. Going forward, Mr. Kasbar’s base salary will be determined by the Compensation Committee from time to time. In connection with establishing Mr. Kasbar’s 2012 incentive-based compensation program, Mr. Kasbar voluntarily agreed that his 2012 annual base salary would be reduced to \$575,000 from \$750,000.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 2, dated April 9, 2012, to Agreement between World Fuel Services Corporation and Michael J. Kasbar.

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, thereunto duly authorized.

Date: April 13, 2012

World Fuel Services Corporation

/s/ R. Alexander Lake

R. Alexander Lake
Senior Vice President, General Counsel and
Corporate Secretary

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[Letterhead of World Fuel Services]

April 9, 2012

Re: Amendment No. 2 to Employment Agreement

Dear Mr. Kasbar,

This letter amends the terms of the Agreement by and between you and World Fuel Services Corporation (the “Company”), dated March 14, 2008, as it may be amended from time to time (the “Employment Agreement”). All capitalized terms used in this amendment but not otherwise defined herein will have the same meaning as defined in the Employment Agreement.

You and the Company desire to amend the Employment Agreement to extend the current expiration date of the Employment Agreement from December 31, 2015 to December 31, 2016 and to make certain changes to your base salary. Accordingly, in accordance with Section 14(a) of the Employment Agreement, the parties hereby agree to amend the terms of the Employment Agreement as set forth in this amendment. This amendment will become effective immediately upon execution by both parties.

Notwithstanding anything to the contrary set forth in the Employment Agreement or any other agreement that relates to your employment:

1. Employment. You hereby agree that the first sentence of Section 1 of the Employment Agreement is hereby deleted in its entirety and replaced with the following:

“1. Employment. Effective as of March 30, 2012 (the “Amendment Effective Date”), the Company hereby employs Executive pursuant to the terms and conditions of this Agreement for a term (the “Amendment Initial Term”), commencing on March 30, 2012 and ending on December 31, 2016, unless sooner terminated in accordance with Section 4 hereof.”

2. Base Salary. You hereby agree that the following sentence from Section 2.1 of the Employment Agreement is hereby deleted in its entirety:

“The Compensation Committee has determined that, as of the Amendment Effective Date, the Company shall pay you an annual base salary equal to Seven Hundred Fifty Thousand Dollars (\$750,000).”

3. Good Reason Waiver. You hereby acknowledge and agree that the reduction in your 2012 Base Salary from \$750,000 to \$575,000 shall not serve as a basis for you to terminate your employment for Good Reason.
4. Full Force and Effect. Except as specifically set forth herein, this amendment shall not, by implication or otherwise, alter, amend or modify in any way any terms of the Employment Agreement, all of which shall continue in full force and effect.
5. Governing Law/Jurisdiction. The validity and effect of this amendment shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to any conflict-of-law rule or principle that would give effect to the laws of another jurisdiction. Any dispute, controversy, or question of interpretation arising under, out of, in connection with, or in relation to the Employment Agreement or any amendments thereof, or any breach or default hereunder, shall be submitted to, and determined and settled by, litigation in the state or federal courts in Miami-Dade County, Florida. Each of the parties hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in Miami-Dade County, Florida. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any litigation in Miami-Dade County, Florida.
6. Counterparts. This amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.
7. Entire Agreement. This amendment, together with the Employment Agreement, contains the entire agreement between you and the Company concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between you and the Company with respect hereto.

April 9, 2012

WORLD FUEL SERVICES CORPORATION

by

/s/ R. Alexander Lake

Name: R. Alexander Lake
Title: Senior Vice President,
General Counsel and Corporate
Secretary

ACCEPTED AND AGREED,

/s/ Michael J. Kasbar

Name: Michael J. Kasbar