
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): February 1, 2013

Commission File Number	Exact Name of Registrant as Specified in its Charter, Address of Principal Executive Offices and Telephone Number	State of Incorporation	I.R.S. Employer Identification No.
1-9516	ICAHN ENTERPRISES L.P. 767 Fifth Avenue, Suite 4700 New York, New York 10153 (212) 702-4300	Delaware	13-3398766
333-118021-01	ICAHN ENTERPRISES HOLDINGS L.P. 767 Fifth Avenue, Suite 4700 New York, New York 10153 (212) 702-4300	Delaware	13-3398767

(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 communication 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 February 1, 2013, Icahn Enterprises L.P. (“Icahn Enterprises”) entered into an employment agreement (the “New Employment Agreement”) with Daniel A. Ninivaggi, pursuant to which Mr. Ninivaggi will continue to serve as the President and Chief Executive Officer of Icahn Enterprises, Icahn Enterprises Holdings L.P. (“Icahn Enterprises Holdings”) and Icahn Enterprises G.P. Inc. (“Icahn Enterprises GP”), the sole general partner of Icahn Enterprises and Icahn Enterprises Holdings, effective January 1, 2013. The New Employment Agreement supersedes and replaces the employment agreement entered into by Icahn Enterprises with Mr. Ninivaggi dated October 25, 2012 (the “2012 Employment Agreement”). See Item 5.02 below for a further description of the New Employment Agreement.

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

On February 1, 2013, Icahn Enterprises entered into the New Employment Agreement with Daniel A. Ninivaggi pursuant to which Mr. Ninivaggi will continue to serve as the President and Chief Executive Officer of Icahn Enterprises, Icahn Enterprises Holdings and Icahn Enterprises GP, effective January 1, 2013. The New Employment Agreement supersedes and replaces the 2012 Employment Agreement, dated October 25, 2012. Mr. Ninivaggi will continue to be (1) principally responsible for overseeing portfolio company operations and (2) involved with acquisitions, dispositions and financings engaged in by Icahn Enterprises, Icahn Enterprises Holdings and subsidiaries. Mr. Ninivaggi’s employment period shall continue through December 31, 2013, unless otherwise terminated earlier pursuant to the terms of the Agreement.

Pursuant to the New Employment Agreement, from January 1, 2013 through December 31, 2013, Mr. Ninivaggi is entitled to a base salary at the rate of \$2.2 million per annum, earned and payable ratably every two weeks. In addition, in the event that Mr. Ninivaggi is terminated by Icahn Enterprises without Cause (as defined in the New Employment Agreement) or terminates his employment for Good Reason (as defined in the New Employment Agreement) prior to December 31, 2013, he shall be entitled to his full salary through December 31, 2013.

The foregoing description of the New Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the New Employment Agreement, which is filed hereto as Exhibit 10.1 and is herein incorporated into this current report on Form 8-K by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

10.1 – Employment Agreement with Daniel A. Ninivaggi, dated February 1, 2013

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, each Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ICAHN ENTERPRISES L.P.
(Registrant)

By: Icahn Enterprises G.P. Inc.
its general partner

Date: February 6, 2013

By: /s/ Peter Reck
Peter Reck
Chief Accounting Officer

ICAHN ENTERPRISES HOLDINGS L.P.
(Registrant)

By: Icahn Enterprises G.P. Inc.
its general partner

Date February 6, 2013

By: /s/ Peter Reck
Peter Reck
Chief Accounting Officer

AGREEMENT

Agreement made as of the 1st day of February, 2013 (the "Execution Date") by and between Icahn Enterprises L.P., (the "Employer"), and Daniel A. Ninivaggi (the "Employee").

Whereas, Employer wishes to employ Employee as its President and Chief Executive Officer and President and Chief Executive Officer of Icahn Enterprises Holdings L.P. ("Holdings"), Employer's 99% owned subsidiary, to perform the duties set forth herein and others given to him from time to time and Employee wishes to become employed by Employer upon the terms and conditions set forth herein.

Now, therefore, in consideration of the premises and the mutual promises made herein, the parties hereto agree as follows:

1. **Employment/Title/Benefits:** Subject to the terms of this Agreement, Employer hereby employs Employee to perform the duties described in Section 3 below, and Employee hereby accepts such employment. Employee's title shall be President and Chief Executive Officer of each of Employer, Holdings and Icahn Enterprises G.P. Inc. (the "GP" or "IEGP"), the sole general partner of Employer and Holdings. Until such time as Employee is no longer employed by Employer hereunder, Employee shall be entitled to an aggregate of 22 days of Paid Time Off (comprised of vacation, personal and sick days) annually in accordance with the policies of the Employer and shall participate in all benefit programs and plans generally made available to Employer's executives.
 2. **Term.** Employee shall commence his duties hereunder as of January 1, 2013, ("Effective Date") and his employment shall terminate, unless sooner terminated as provided herein, on December 31, 2013 ("Expiration Date"). The period of actual employment hereunder is referred to as the "Term".
 3. **Duties.** As President and Chief Executive Officer of Employer and Holdings, Employee shall be responsible for, among other things (i) oversight of portfolio companies, (ii) performing duties regarding potential acquisitions and dispositions of businesses and assets and with respect to financing activities undertaken from time to time, (iii) providing his expertise in connection with the current and future business activities of Employer and members of the Icahn Group (as defined below), (iv) being the liaison with all members of the Icahn Group and (v) generally representing Employer, Holdings and IEGP with respect to the executives and other personnel of Employer and their respective subsidiaries and controlled companies and the Affiliates of Employer (such entities together with Holdings and IEGP being the "Icahn Group"). Employee will be responsible to and take direction from and be assigned additional duties by the Board of Directors of IEGP and Carl C. Icahn.
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4. **Directorships.** So long as Employee remains employed by Employer and for a period of one year thereafter (such one year period¹, the "Additional Period") Employee agrees that he:
- (x) will not resign during the then current term *as a* director of any public company on whose board he is serving at the request of Employer or its Affiliates (but Employee will not be required to accept additional appointments and election to such boards following the last day of his employment by Employer); and

- (y) will resign from any board of directors within five (5) business days following the request of Employer that he do so.

If during the Additional Period or thereafter, Employee continues as a director of any public company, then he shall be entitled to retain any remuneration or other property obtained as a result of such service regardless of the terms of the policies of Employer.

Any remuneration or other property obtained as a result of acting as a board member of a public company or similar position during the Term shall remain the property of the Employee if such retention is consistent with the policies of Employer (which policies shall be applied to Employee in a manner consistent with the application of such policy to other employees of Employer or its Affiliates). If required by such policies (as so applied to other employees of Employer or its Affiliates) such amounts will be paid over to Employer or waived by Employee. Notwithstanding the foregoing, Employee shall not be entitled to any such remuneration or property for serving on the board of IEGP or on the boards of any person of which the IEGP or its Affiliates beneficially own, in the aggregate, voting securities that constitutes at least 40% of the vote for directors of such person.

5. **Other Matters.** Employee agrees that he will not initiate or engage in any discussions, or seek new employment during the time that he is employed under this Agreement.
6. **Salary.** Until such time as the employment of Employee hereunder ceases, Employee will be paid a salary at the per annum rate of \$2.2 million for the period from the Effective Date through December 31, 2013 (payable every 2 weeks) (the "Salary") in accordance with Employer's general payroll practices (approximately \$84,615.00 every 2 weeks). All payments to Employee shall be subject to applicable payroll and withholdings taxes, to the extent required by law. Employee's compensation shall include a stub adjustment for pay periods in 2013 prior to this Agreement, so that his aggregate pay, taking into account prior payments, is at the rate set forth above.

¹ If such activity for a period of one year would interfere with a new employment position of Employee after he ceases to be employed hereunder, and if Employee's new employer so certifies in writing to Employer, then at the request of such new employer the Additional Period shall be reduced to six months from the last day of employment of Employee hereunder.

7. **Termination of Employment.**

- (a) **Power of Termination.** The Employer may terminate the employment of Employee under this Agreement at any time, with Cause, or in the sole and absolute discretion of Employer, without Cause. "Cause" shall mean any of the following: (a) conviction of any felony or the commencement of a criminal proceeding against Employee alleging fraud or violation of the federal securities laws; (b) willful failure to follow the lawful directions given by Employer to Employee or the written policies or procedures adopted by the Employer from time to time that are made available to Employee; (c) failure to come to work on a full-time basis, other than on holidays, vacation days, sick days, or other days off under Employer's business policies; (d) impairment due to alcoholism, drug addiction or similar matters; and (e) a material breach of this Agreement. Prior to termination for "Cause" as a result of failure as contemplated in clause (b),(c) or (e) above, Employee shall be given written notice delivered to him by hand or by certified mail return receipt requested (which shall be deemed given when such mail is delivered or delivery is attempted by the US Post Office) of his activity giving rise to such failure and will have 15 business days to correct such activity; provided that Employer shall only be required to provide notice under this sentence twice during any calendar year. "Good Reason" shall mean the existence and continuation of an Uncured Employer Breach. An Uncured Employer Breach shall mean and be limited to the failure of the Employer to make any payment required to be made hereunder when due if such failure continues for 15 business days following written notice detailing the amount and circumstances of such failure delivered personally by hand (or by certified mail return receipt requested) by the Employee to Carl C. Icahn, provided that if such failure is the result of a good faith dispute, then such failure shall not constitute or be deemed to constitute an Uncured Employer Breach. An Uncured Employer Breach shall also include a material change in the duties assigned to Employee which are so different in responsibility and scope so as to be materially adverse to Employee to the extent that Employee acting reasonably would be demeaned by such change, it being understood that any such change shall not be considered adverse to the extent that Employee's duties include oversight over other entities that are or were affiliated with Icahn Group.
- (b) **Payment of Earned Base Salary and Accrued Benefits.** In the event that Employee's employment under this Agreement with Employer ceases for any reason (whether: (i) for Cause; (ii) without Cause; (iii) due to death or disability; or (iv) by the action of Employee such as resignation or retirement), Employee shall be entitled to receive any Base Salary earned for periods prior to the cessation of his employment and not yet paid through the date of cessation of employment as well as any accrued paid time off or other accrued health or welfare benefits.
- (c) **Termination Without Cause/Termination for Good Reason.** In the event of the cessation of Employee's employment under this Agreement due to the employment of Employee being terminated by Employer without Cause or being terminated by Employee for Good Reason, then in addition to the payment under clause (b) above, Employee shall be entitled to receive a continuation of the Salary through December 31, 2013 in accordance with Section 6.

- (d) **Resignation.** Employee may resign from his employment hereunder (but will remain subject to applicable terms of this Agreement, including, without limitation, Sections 4, 7, 9, 10, 11 and 12 hereof). Any such resignation will not be on less than two (2) weeks prior written notice to Employer.

8. **Representations and Warranties.** Employee represents as of the Execution Date as follows:

- (a) To the best of his knowledge, he is not a party to, or involved in, or under investigation in, any pending or threatened litigation, proceeding or investigation of any governmental body or authority or any private person, corporation or other entity that would interfere with the performance of his duties under this Agreement other than those known to Employer.
- (b) Employee has never been suspended, censured or otherwise subjected to any disciplinary action or other proceeding by any State, other governmental entities, agencies or self-regulatory organizations.
- (c) Employee is not subject to any restriction whatsoever which would cause him to not be able fully to fulfill his duties under this Agreement.

9. **Confidential Information.** During the Term and at all times thereafter, Employee shall hold in a fiduciary capacity for the benefit of the Employer, Holdings, the GP and each of their respective Affiliates (all of the foregoing, collectively, the “Designated Entities”) all secret or confidential information, knowledge or data (collectively, “Confidential Information”), including without limitation trade secrets, investments, contemplated investments, business opportunities, business proposals, plans, identity of investors, valuation models, investment performance, and methodologies, relating to the business of the Designated Entities and their respective businesses: (i) obtained by Employee during Employee’s employment under the any prior agreement with Employer or its Affiliates, or hereunder and (ii) not otherwise in the public domain. Employee shall not, without the prior written consent of Employer (which may be granted or withheld in its sole and absolute discretion), use, or communicate or divulge any Confidential Information, or any related knowledge or data to anyone other than the Designated Entities and those designated by Employer, except to the extent compelled pursuant to the order of a court or other body having jurisdiction over such matter or based upon the advice of his counsel that such disclosure is legally required; provided, however, that Employee will assist the Designated Entities, at their expense, in obtaining a protective order, other appropriate remedy or other reliable assurance that confidential treatment will be accorded such information so disclosed pursuant to the terms of this Agreement.

All processes, technologies, investments, contemplated investments, business opportunities, valuation models and methodologies, and inventions (collectively, "Inventions"), including without limitation new contributions, improvements, ideas, business plans, discoveries, trademarks and trade names, conceived, developed, invented, made or found by Employee, alone or with others, during the Term, whether or not patentable and whether or not on the time of the Designated Entities or with the use of their facilities or materials, shall be the property of the applicable Designated Entity and shall be promptly and fully disclosed by Employee to such Designated Entity upon request. Employee shall perform all necessary acts (including, without limitation, executing and delivering any confirmatory assignments, documents, or instruments requested by the Designated Entities) to vest title to any such Invention in any such person and to enable such person and the Designated Entities, at such Designated Entities' expense, to secure and maintain domestic and/or foreign patents or any other rights for such Inventions.

Without limiting anything contained above, Employee agrees and acknowledges that all personal and not otherwise public information about the Designated Entities, including, without limitation, their respective investments, investors, transactions, historical performance, or otherwise regarding or concerning Carl Icahn, Mr. Icahn's family and employees of the Designated Entities, shall constitute Confidential Information for purposes of this Agreement. In no event shall Employee during or after his employment hereunder, disparage Mr. Icahn, Mr. Icahn's family or the Designated Entities, or any of their respective officers or directors.

Employee further agrees not to write a book or article about the Designated Entities, Mr. Icahn, his family members or any of the respective Affiliates of any of the foregoing, in any media and not to publish or cause to be published in any media, any Confidential Information, and further agrees to keep confidential and not to disclose to any third party, including, but not limited to, newspapers, authors, publicists, journalists, bloggers, gossip columnists, producers, directors, script writers, media personalities, and the like, in any and all media or communication methods, any Confidential Information.

In furtherance of the foregoing, the Employee agrees that following the cessation of his employment hereunder, the sole and only statements he will make about or concerning any or all of: Mr. Icahn, his family members and the Designated Entities, or any of the respective Affiliates of any of the foregoing, is to acknowledge that he is or was employed by Employer; provided that, Employee may also disclose the titles and responsibilities applicable to his employment hereunder, if he has complied with Sections 5 and 11 and such resignation is made in compliance with the terms of this Agreement.

In the event of any dispute under this Agreement regarding an allegation by Employee or Employer of a breach of this Agreement, Employee may disclose in any complaint, answer or in legal documents necessary for such litigation, the terms of this Agreement and the facts constituting and relating to such alleged breach, to the extent such disclosure is necessary or appropriate in order to assert or defend against any allegation of, such breach in a court of law.

10. **Remedy for Breach.** Employee hereby acknowledges that the provisions of Sections 9, 10 and 11 of this Agreement are reasonable and necessary for the protection of Employer and the Icahn Group and the other persons or entities referred to therein, are not unduly burdensome to Employee, and the Employee also acknowledges his obligations under such covenants. Employee further acknowledges that the Employer and the Icahn Group and the other persons or entities referred to therein will be irreparably harmed if such covenants are not specifically enforced. Accordingly, Employee agrees that, in addition to any other relief to which the Employer may be entitled, including claims for damages, each of the persons and entities that are included in the Icahn Group and the other persons and entities referred to therein shall be entitled to seek and obtain injunctive relief (without the requirement of any bond) from a court of competent jurisdiction for the purpose of restraining Employee from an actual or threatened breach of such covenants.
11. **Competitive Services and Employees.** During the period that Employee is employed under this Agreement and for one year thereafter, Employee will not, directly or indirectly, solicit or aid in the solicitation of employees of Employer or any member of the Icahn Group for employment by any other person or entity. During the course of his employment hereunder, Employee shall not compete directly or indirectly with the business or businesses of Employer or of any member of the Icahn Group.

During the Term Employee shall provide services solely as provided in this Agreement and on a full time basis.

Should Employee's employment hereunder cease prior to December 31, 2013, then Employee shall not engage in any activity, whether as an employee, representative, agent, officer, director, partner, member, holder of more than 5% of the outstanding stock or any combination thereof, or on behalf of any person or entity, which: (x) directly competes with any Material Business; or (y) engages in any Covered Line of Business. The prohibition in the immediately preceding sentence shall commence on the date that the employment ceased and shall continue: (i) through December 31, 2013, in the event Employee's employment was terminated by Employer without Cause or by Employee for Good Reason (and Employer is in compliance with Section 7(c) and its other material obligations under this Agreement), or (ii) through the close of business on the 180th day after the cessation of Employee's employment hereunder if such cessation shall be for any other reason.

For purposes of this Section 11, the term: "Material Business" shall mean the business: (A) conducted by the following affiliates of Employer being: Federal Mogul, CVR Energy, Inc. (including its affiliates, UAN, and CVRR), Viskase, PSC Metals, WestPoint Home, Tropicana Entertainment, American Railcar Industries, Inc., XO Communications, New Seabury Resort, Cape Cod, MA and Grand Harbor and Oak Harbor Resorts, Vero Beach, FL, and all of the subsidiaries of the foregoing; and (B) any business owned by any operating company of Employer that accounted for more than 5% of the revenues of Employer during the fiscal year prior to the cessation of Employee's employment with Employer; and the term "Covered Line of Business" means any line of business conducted by any person or entity referred to in clause (B) of the definition of "Material Business".

12. **Miscellaneous.**

- (a) **Amendments and Waivers.** No provisions of this Agreement may be amended, modified, waived or discharged except as agreed to in writing by Employee and Employer.
- (b) **Entire Agreement.** This Agreement supersedes any and all existing negotiations, discussions, agreements, arrangements or understandings of any kind or character, oral or written, between or on or behalf of either Employee and/or Employer (or any of its Affiliates) relating to the subject matter hereof. Employee agrees, represents, warrants and acknowledges that Employee is not entitled to and will not claim or seek, any other payments, compensation, bonus, consideration, or benefits from any of the Employer or its Affiliates except as expressly provided for herein
- (c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and/or to be performed in that State, without regard to any choice of law provisions thereof. All disputes arising out of or related to this Agreement shall be submitted to the state and federal courts of New York, and each party irrevocably consents to such personal jurisdiction and waives all objections thereto, but does so only for the purposes of this Agreement.
- (d) **Severability.** If any provision of this Agreement is invalid or unenforceable, the balance of this Agreement shall remain in effect.
- (e) **Judicial Modification.** If any court determines that any of the covenants in this Agreement or any part of any of them, is invalid or unenforceable, the remainder of such covenants and parts thereof shall not thereby be affected and shall be given full effect, without regard to the invalid portion. If any court determines that any of such covenants, or any part thereof, is invalid or unenforceable because of the geographic or temporal scope of such provision, such court or arbitrator shall reduce such scope to the extent necessary to make such covenants valid and enforceable.
- (f) **Successors; Binding Agreement.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Employer. As a condition to the sale or transfer of all or substantially all of the assets of Employer, or any merger or business combination involving Employer and any other entity, the successor or surviving entity shall assume Employer's obligations under this Agreement. Employee may not sell, convey, assign, transfer or otherwise dispose of, directly or indirectly, any of the rights, claims, powers or interests established hereunder or under any related agreements or documents of the Employer provided that the same may, upon the death of Employee, be transferred by will or intestate succession, to his estate, executors, administrators or heirs, whose rights therein shall for all purposes be deemed subject to the terms of this Agreement.

- (g) Survival. This Agreement shall survive the termination of the employment of Employee hereunder in all circumstances and the provisions hereof (including Sections 4, 7, 9, 10, 11 and 12), shall be and remain fully effective in accordance with their terms.
- (h) Affiliate. For purposes of this Agreement the term “Affiliate” (or a person or entity “Affiliated” with another person or entity) and “control” (including the terms “controlling,” “controlled by” and “under common control with”) shall have the meanings set forth in Rule 405 of Regulation C of the Securities Act of 1933, as amended. References in this agreement to a “person” shall be deemed to include references to natural persons and entities, and references to “entities” shall be deemed to include “persons.”

13. **Other.**

Employee shall follow all written policies and procedures and written compliance manuals adopted by or in respect of any or all of Employer and its Affiliates that have been or will be delivered to Employee, including, without limitation, those applicable to investments by employees. In addition, Employee shall not, personally or on behalf of any other person or entity, invest in or provide advice with respect to, any investment made or actively being considered by Employer or its Affiliates, unless disclosed to Employer in writing by Employee and approved in writing by Employer which approval may be granted or withheld by them in their sole and absolute discretion, and which approval, if granted, may be with limitations, including on the amount of any investment which Employee may make at any time or from time to time and may impose restrictions on the sale of any such investment.

In WITNESS WHEREOF, undersigned have executed this Agreement as of February 1, 2013.

EMPLOYEE

/s/ Daniel A. Ninivaggi

Daniel A. Ninivaggi

EMPLOYER

Icahn Enterprises L.P.

By: Icahn Enterprises G.P. Inc., its general partner

By: /s/ Carl Icahn

Name: Carl Icahn
