

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 39)*

Icahn Enterprises L.P.
(Name of Issuer)

Depository Units Representing Limited Partner Interests
(Title of Class of Securities)

029169 10 9
(CUSIP Number)

Jesse Lynn, Esq.
Icahn Associates LLC
767 Fifth Avenue, 47th Floor
New York, New York 10153
(212) 702-4300
(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

February 29, 2016
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because Section 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box //.

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Section 240.13d-7(b) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 029169 10 9

1. NAME OF REPORTING PERSON
CCI Onshore LLC

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(a) /x/
(b) //

3. SEC USE ONLY

4. SOURCE OF FUNDS
Not applicable.

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) //

6. CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7. SOLE VOTING POWER
28,584,399

8. SHARED VOTING POWER
0

9. SOLE DISPOSITIVE POWER
28,584,399

10. SHARED DISPOSITIVE POWER
0

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
28,584,399

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES //

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
21.74%

14. TYPE OF REPORTING PERSON
OO

SCHEDULE 13D

CUSIP No. 029169 10 9

1 NAME OF REPORTING PERSON

Gascon Partners

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a) /x/

(b) //

3 SEC USE ONLY

4 SOURCE OF FUNDS

Not applicable.

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO

ITEMS 2(d) or 2(e) //

6 CITIZENSHIP OR PLACE OF ORGANIZATION

New York

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7 SOLE VOTING POWER

17,368,681

8 SHARED VOTING POWER

0

9 SOLE DISPOSITIVE POWER

17,368,681

10 SHARED DISPOSITIVE POWER

0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

17,368,681

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES//

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13.21%

14 TYPE OF REPORTING PERSON

PN

SCHEDULE 13D

CUSIP No. 029169 10 9

1 NAME OF REPORTING PERSON

High Coast Limited Partnership

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a) /x/

(b) //

3 SEC USE ONLY

4 SOURCE OF FUNDS

Not applicable.

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
ITEMS 2(d) or 2(e) //

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7 SOLE VOTING POWER

52,358,741

8 SHARED VOTING POWER

28,584,399

9 SOLE DISPOSITIVE POWER

52,358,741

10 SHARED DISPOSITIVE POWER

28,584,399

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

80,943,140

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES //

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

61.56%

14 TYPE OF REPORTING PERSON

PN

SCHEDULE 13D

CUSIP No. 029169 10 9

1 NAME OF REPORTING PERSON
Highcrest Investors LLC

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(a) /x/
(b) //

3 SEC USE ONLY

4 SOURCE OF FUNDS
Not applicable.

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
ITEMS 2(d) or 2(e) //

6 CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7 SOLE VOTING POWER
14,175,778

8 SHARED VOTING POWER
0

9 SOLE DISPOSITIVE POWER
14,175,778

10 SHARED DISPOSITIVE POWER
0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
14,175,778

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES//

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
10.73%

14 TYPE OF REPORTING PERSON
CO

SCHEDULE 13D

CUSIP No. 029169 10 9

1 NAME OF REPORTING PERSON

Thornwood Associates Limited Partnership

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a) /x/

(b) //

3 SEC USE ONLY

4 SOURCE OF FUNDS

Not applicable.

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
ITEMS 2(d) or 2(e) //

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7 SOLE VOTING POWER

5,231,586

8 SHARED VOTING POWER

0

9 SOLE DISPOSITIVE POWER

5,231,586

10 SHARED DISPOSITIVE POWER

0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

5,231,586

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN
SHARES //

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

3.98%

14 TYPE OF REPORTING PERSON

PN

SCHEDULE 13D

CUSIP No. 029169 10 9

1 NAME OF REPORTING PERSON

Barberry Corp.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a) /x/

(b) //

3 SEC USE ONLY

4 SOURCE OF FUNDS

Not applicable.

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO

ITEMS 2(d) or 2(e) //

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7 SOLE VOTING POWER

8 SHARED VOTING POWER

5,231,586

9 SOLE DISPOSITIVE POWER

10 SHARED DISPOSITIVE POWER

5,231,586

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

5,231,586

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES //

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

3.98%

14 TYPE OF REPORTING PERSON

CO

SCHEDULE 13D

CUSIP No. 029169 10 9

1 NAME OF REPORTING PERSON

Starfire Holding Corporation

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a) /x/

(b) //

3 SEC USE ONLY

4 SOURCE OF FUNDS

Not applicable.

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
ITEMS 2(d) or 2(e) //

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7 SOLE VOTING POWER

0

8 SHARED VOTING POWER

14,175,778

9 SOLE DISPOSITIVE POWER

0

10 SHARED DISPOSITIVE POWER

14,175,778

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

14,175,778

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN
SHARES //

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

10.73%

14 TYPE OF REPORTING PERSON

CO

SCHEDULE 13D

CUSIP No. 029169 10 9

1 NAME OF REPORTING PERSON
Little Meadow Corp.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(a) /x/
(b) //

3 SEC USE ONLY

4 SOURCE OF FUNDS
Not applicable.

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
ITEMS 2(d) or 2(e) //

6 CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7 SOLE VOTING POWER
0

8 SHARED VOTING POWER
98,311,821

9 SOLE DISPOSITIVE POWER
0

10 SHARED DISPOSITIVE POWER
98,311,821

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
98,311,821

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES//

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
74.77%

14 TYPE OF REPORTING PERSON
CO

SCHEDULE 13D

CUSIP No. 029169 10 9

1 NAME OF REPORTING PERSON

Carl C. Icahn

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a) /x/

(b) //

3 SEC USE ONLY

4 SOURCE OF FUNDS

Not applicable.

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
ITEMS 2(d) or 2(e) //

6 CITIZENSHIP OR PLACE OF ORGANIZATION

United States of America

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7 SOLE VOTING POWER

0

8 SHARED VOTING POWER

117,719,185

9 SOLE DISPOSITIVE POWER

0

10 SHARED DISPOSITIVE POWER

117,719,185

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

117,719,185

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES //

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

89.07%

14 TYPE OF REPORTING PERSON

IN

SCHEDULE 13D

Item 1. Security and Issuer

The Schedule 13D filed with the U.S. Securities and Exchange Commission ("SEC") on September 24, 1990, as previously amended (the "Initial 13D"), is hereby further amended to furnish the additional information set forth in this Amendment No. 39 to the Initial 13D. All capitalized terms contained herein but not otherwise defined shall have the meanings ascribed to such terms in the Initial 13D.

Item 4. Purpose of Transaction

Item 4 of the Initial 13D is hereby amended and supplemented as follows:

On February 29, 2016, the Issuer entered into a Contribution Agreement with IRL Holding LLC ("IRL"), a company wholly owned by Carl C. Icahn (the "Agreement"), pursuant to which IRL contributed to the Issuer an approximately 25% membership interest in American Railcar Leasing LLC, a subsidiary of the Issuer. In exchange for such contribution, the Issuer issued 685,367 Depository Units in the aggregate to IRL (which Depository Units were subsequently transferred to Highcrest). The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Agreement, a copy of which is filed herewith as Exhibit 1 and is incorporated herein by reference.

On March 1, 2016, High Coast entered into a Stock Purchase Plan Engagement Agreement with a broker (the "Purchase Plan"), which is intended to comply with the requirements of Rule 10b5-1(c)(1) under the Exchange Act and provides for the purchase of Depository Units on behalf of High Coast pursuant to parameters set forth in the Purchase Plan. The foregoing description of the Purchase Plan does not purport to be complete and is qualified in its entirety by reference to the full text of the Purchase Plan, a copy of which is filed herewith as Exhibit 2 and is incorporated herein by reference. The Reporting Persons intend to acquire additional Depository Units from time to time pursuant to the Purchase Plan, in the open market, in privately negotiated transactions or otherwise.

Item 5. Interest in Securities of the Issuer

Items 5(a) and 5(b) of the Initial 13D are hereby amended and restated as follows:

(a) After taking the transaction described in the first paragraph of Item 4 into account, the Reporting Persons may be deemed to beneficially own, in the aggregate, 117,719,185 Depository Units, representing approximately 89.07% of the Issuer's outstanding Depository Units (based upon: (i) the 131,481,059 Depository Units stated to be outstanding as of February 29, 2016 by the Issuer in the Issuer's Form 10-K filing filed with the Securities and Exchange Commission on February 29, 2016; and (ii) the 685,367 Depository Units issued pursuant to the Agreement).

(b) CCI Onshore has sole voting power and sole dispositive power with respect to 28,584,399 Depository Units, representing approximately 21.74% of the Issuer's outstanding Depository Units. Pursuant to Rule 13d-3(a) under the Exchange Act, each of High Coast, Little Meadow and Mr. Icahn (by virtue of their relationships to CCI Onshore) may be deemed to indirectly beneficially own the Depository Units which CCI Onshore owns. Each of High Coast, Little Meadow and Mr. Icahn disclaims beneficial ownership of the Depository Units for all other purposes.

Gascon has sole voting power and sole dispositive power with respect to 17,368,681 Depository Units, representing approximately 13.21% of the Issuer's outstanding Depository Units. Pursuant to Rule 13d-3(a) under the Exchange Act, each of Little Meadow and Mr. Icahn (by virtue of their relationships to Gascon) may be deemed to indirectly beneficially own the Depository Units which Gascon owns. Each of Little Meadow and Mr. Icahn disclaims beneficial ownership of the Depository Units for all other purposes.

High Coast has sole voting power and sole dispositive power with respect to 52,358,741 Depository Units, representing approximately 39.82% of the Issuer's outstanding Depository Units. Pursuant to Rule 13d-3(a) under the Exchange Act, each of Little Meadow and Mr. Icahn (by virtue of their relationships to High Coast) may be deemed to indirectly beneficially own the Depository Units which High Coast owns. Each of Little Meadow and Mr. Icahn disclaims beneficial ownership of the Depository Units for all other purposes.

Highcrest has sole voting power and sole dispositive power with respect to 14,175,778 Depository Units, representing approximately 10.73% of the Issuer's outstanding Depository Units. Pursuant to Rule 13d-3(a) under the Exchange Act, each of Starfire and Mr. Icahn (by virtue of their relationships to Highcrest) may be deemed to indirectly beneficially own the Depository Units which Highcrest owns. Each of Starfire and Mr. Icahn disclaims beneficial ownership of the Depository Units for all other purposes.

Thornwood has sole voting power and sole dispositive power with respect to 5,231,586 Depository Units, representing approximately 3.98% of the Issuer's outstanding Depository Units. Pursuant to Rule 13d-3(a) under the Exchange Act, each of Barberry and Mr. Icahn (by virtue of their relationships to Thornwood) may be deemed to indirectly beneficially own the Depository Units which Thornwood owns. Each of Barberry and Mr. Icahn disclaims beneficial ownership of the Depository Units for all other purposes.

Item 5(c) of the Initial 13D is hereby amended to add the following:

The information set forth in the first paragraph of Item 4 above is incorporated herein by reference.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 of the Initial 13D is hereby amended and supplemented as follows:

The information set forth above in Item 4 is incorporated herein by reference.

Item 7. Materials to be Filed as Exhibits

Item 7 of the Initial 13D is hereby amended and supplemented as follows:

1. Contribution Agreement dated as of February 29, 2016, between the Issuer and IRL Holding LLC (incorporated by reference to Exhibit 10.1 to the Form 8-K filed by the Issuer with the Securities and Exchange Commission on March 1, 2016).
 2. Form of Stock Purchase Plan Engagement Agreement, dated as of March 1, 2016.
-

SIGNATURES

After reasonable inquiry and to the best of the knowledge and belief of each of the undersigned, each of the undersigned certifies that the information set forth in this statement on Schedule 13D concerning the depository units representing limited partner interests in Icahn Enterprises L.P., a Delaware limited partnership, is true, complete and correct.

Dated: March 1, 2016

BARBERRY CORP.

By: /s/ Edward E. Mattner
Name: Edward E. Mattner
Title: Authorized Signatory

CCI OFFSHORE LLC

By: /s/ Edward E. Mattner
Name: Edward E. Mattner
Title: Vice President; Secretary

CCI ONSHORE LLC

By: /s/ Keith Cozza
Name: Keith Cozza
Title: Secretary; Treasurer

GASCON PARTNERS

By: Little Meadow Corp., its managing general partner

By: /s/ Edward E. Mattner
Name: Edward E. Mattner
Title: President; Authorized Signatory

HIGH COAST LIMITED PARTNERSHIP

By: Little Meadow Corp., its general partner

By: /s/ Edward E. Mattner
Name: Edward E. Mattner
Title: President; Authorized Signatory

[Signature Page for Amendment No. 39 to Schedule 13D – Icahn Enterprises L.P.]

HIGHCREST INVESTORS LLC

By: /s/ Keith Cozza

Name: Keith Cozza
Title: Vice President

LITTLE MEADOW CORP.

By: /s/ Edward E. Mattner

Name: Edward E. Mattner
Title: President; Authorized Signatory

MODAL LLC

By: /s/ Edward E. Mattner

Name: Edward E. Mattner
Title: Vice President

STARFIRE HOLDING CORPORATION

By: /s/ Keith Cozza

Name: Keith Cozza
Title: Authorized Signatory

THORNWOOD ASSOCIATES LIMITED PARTNERSHIP

By: Barberry Corp., its general partner

By: /s/ Edward E. Mattner

Name: Edward E. Mattner
Title: Authorized Signatory

TRAMORE LLC

By: /s/ Edward E. Mattner

Name: Edward E. Mattner
Title: Authorized Signatory

/s/ Carl C. Icahn

CARL C. ICAHN

[Signature Page for Amendment No. 39 to Schedule 13D – Icahn Enterprises L.P.]

STOCK PURCHASE PLAN ENGAGEMENT AGREEMENT

This Stock Purchase Plan Engagement Agreement, dated as of March 1, 2016 (this "**Agreement**"), is made between High Coast Limited Partnership (the "**Purchaser**") and _____ ("**Broker**"), acting as agent for the Purchaser to purchase depository units representing limited partnership interests (the "**Securities**") in Icahn Enterprises L.P. (the "**Company**").

WHEREAS, the Purchaser desires to establish a trading plan (subject to the terms and provisions of this Agreement, the "**Plan**") that qualifies for the affirmative defense provided by Rule 10b5-1 ("**Rule 10b5-1**") under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and, because the Purchaser is an "affiliated purchaser" (as defined in Rule 10b-18 ("**Rule 10b-18**") under the Exchange Act) of the Company, also qualifies for the safe harbor provided by Rule 10b-18; and

WHEREAS, the Purchaser wishes to engage Broker as its exclusive agent to make purchases of the Securities on its behalf under the Plan.

NOW, THEREFORE, the parties agree as follows:

1. The Purchaser hereby engages the Broker as the Purchaser's exclusive agent to purchase the Securities during the term of this Agreement. Subject to the terms and conditions set forth herein, Broker hereby accepts such appointment and engagement.
2.
 - A. Broker is authorized to begin purchasing the Securities as agent for the Purchaser pursuant to the Plan on March 16, 2016 and shall cease purchasing the Securities on the Termination Date (as defined below). The time period beginning on the date purchases are to first be made to the date of the termination of the Plan is referred to herein as the "**Plan Period**".
 - B.
 - (i) On each Trading Day during the Plan Period, Broker shall purchase, as agent for the Purchaser and for the account of the Purchaser, the lesser of the (a) maximum number of Securities that the Company, together with its affiliated purchasers, could purchase under Rule 10b-18 and (b) number of Securities that Broker is able, subject to market conditions and principles of best execution, to purchase as agent for the Purchaser and for the account of the Purchaser on such Trading Day using commercially reasonable means in accordance with the guidelines set forth below in **Annex A** (the "**Guidelines**"). The Purchaser shall pay to Broker a commission of \$____ per Security so purchased.
 - (ii) A "Trading Day" is any day during the Plan Period that the NASDAQ Global Select Market (the "**Principal Market**") is open for business and the Securities trade regular way on the Principal Market.
 - (iii) Any Securities so purchased shall be purchased under ordinary principles of best execution at the then-prevailing market price. Subject to the terms set forth in this Agreement, Broker shall have full discretion with respect to the execution of all purchases, and each of the Company and the Purchaser acknowledges and agrees that neither the Purchaser nor the Company shall exercise, and shall not attempt to exercise, any influence over how, when or whether to effect such purchases of Securities pursuant to the Plan. Each of the Purchaser and the Company acknowledges and agrees that, in acting under this Agreement, Broker will be an independent contractor and will not be acting as the Purchaser's or Company's trustee or fiduciary or in any similar capacity. Payment for the purchase price of Securities purchased under the Plan for the account of the Purchaser, plus applicable commission, will be delivered to Broker's account, which Broker shall specify in writing to the Purchaser from time to time, on a normal three-day settlement basis.
 - (iv) In the event that Broker, in its discretion, determines that it is appropriate with regard to any legal, regulatory or self-regulatory requirements or related policies and procedures (whether or not such requirements, policies or procedures are imposed by law or have been voluntarily adopted by Broker, and including without limitation Rule 10b-18, Rule 10b-5, Regulation 13D-G, Regulation 14E and Regulation M under the Exchange Act, the "**Requirements**") for Broker to refrain from purchasing Securities or to purchase fewer than the otherwise applicable number of Securities set forth in the Guidelines on any Trading Day during the Plan Period (such amounts, the "**Number of Securities to be Purchased**"), then Broker may, in its discretion, elect that the Number of Securities to be Purchased for such Trading Day shall be reduced for such Trading Day to an amount determined by Broker in its discretion as appropriate with regard to any Requirements.
 - (v) The Number of Securities to be Purchased (and the corresponding purchase price limits or ranges) set forth in the Guidelines shall be adjusted automatically on a proportionate basis to take into account any stock split, reverse stock split or stock dividend with respect to the Securities or any change in capitalization with respect to the Company or any similar event that occurs during the Plan Period, as determined by Broker in good faith and a commercially reasonable manner.
 - C. Broker may purchase Securities on the Principal Market, any national securities exchange, in the over-the-counter market, on an automated trading system or otherwise. Broker shall use good faith efforts to execute all purchase transactions under this Agreement in accordance with the timing, price and volume restrictions contained in subparagraphs (2), (3) and (4) of Rule 10b-18(b) (taking into account any applicable Securities and Exchange Commission or Staff no-action letters or interpretations as appropriate and subject to any delays between execution and reporting of a trade of Securities on the applicable securities exchange or quotation system and other circumstances reasonably beyond Broker's control). Nothing herein shall preclude the purchase by Broker of the Securities for its own account, or the solicitation or execution of purchase or sale orders of the Securities for the account of Broker's clients.
 - D. It is the intent of the parties that this Agreement and the Plan comply with the requirements of Rule 10b5-1(c)(1)(i)(B) of the Exchange Act, and the parties agree that this Agreement shall be interpreted to comply with the requirements of Rule 10b5-1(c).
3. Each of the Purchaser and the Company represents, warrants, agrees, acknowledges and covenants, severally (with respect to itself only) and not jointly, to the following, to the extent specified below:
 - (i) the Purchaser represents and warrants that it is not entering this Agreement "on the basis of" (as defined in Rule 10b5-1(b) under the Exchange Act) any material nonpublic information concerning the Securities or the business, operations or prospects of the Company and is entering into this Agreement in good faith and not as a part of a plan or scheme to evade the prohibitions of Rule 10b5-1;

- (ii) the Purchaser represents and warrants that purchases of Securities pursuant to this Agreement are not prohibited or restricted by any legal, regulatory or contractual restriction or undertaking binding on the Purchaser, the Company, its affiliates or its subsidiaries;
- (iii) each of the Purchaser and the Company covenants and agrees that it will not, during the Plan Period, enter into any comparable Securities purchase agreement with any other broker or dealer;
- (iv) each of the Purchaser and the Company covenants and agrees that it shall immediately notify Broker if the representations in clauses (ii) or (iii) become inaccurate during the Plan Period;
- (v) each of the Purchaser and the Company represents and warrants that any information that it provided to Broker on or prior to the date hereof, relating to any block purchases by the Purchaser, the Company or any affiliated purchasers during the current calendar week and the four preceding calendar weeks, was accurate and complete;
- (vi) each of the Purchaser and the Company agrees to not take any action that would cause the purchases of Securities hereunder not to comply with Rule 10b-18 or Rule 10b5-1 (including without limitation, entering into or altering any corresponding or hedging transaction or position with respect to the Securities or securities into which the Securities are convertible or exchangeable);
- (viii) each of the Purchaser and the Company covenants and agrees that except for Broker's covenant in the second sentence of Section 2.C. above, it shall be solely responsible for compliance with all statutes, rules and regulations applicable to the Company, the Securities, the Purchaser and/or the transactions contemplated hereby, as applicable, including, without limitation, reporting and filing requirements under Section 13 of the Exchange Act, Section 16 of the Exchange Act, or Regulation 14E under the Exchange Act;
- (ix) the Purchaser acknowledges and agrees that (a) it is not relying, and has not relied, upon Broker or any affiliate of Broker with respect to the legal, accounting, tax or other implications of this Agreement and that it has conducted its own analyses of the legal, accounting, tax and other implications hereof, (b) neither Broker nor any affiliate of Broker has acted as its advisor in any capacity in connection with this Agreement or the transactions contemplated hereby and (c) the Purchaser is entering into this Agreement with a full understanding of all of the terms and risks hereof (economic and otherwise), has adequate expertise in financial matters to evaluate those terms and risks and is capable of assuming (financially and otherwise) those risks;
- (x) the Company covenants and agrees that it shall notify Broker prior to the opening of trading of the Securities prior to the public announcement of any merger transaction that will affect the volume calculation under Rule 10b-18 and provide Broker with the information relating to actual purchases by the Company during the three calendar months preceding such announcement (unless Broker already has such information relating to actual purchases by the Company) and the Purchaser acknowledges that if either the Purchaser or the Company does not provide such notice and information to Broker, Broker may in its discretion cease any purchase activity hereunder after such an announcement is made until such time as either the Purchaser or the Company provides Broker with the necessary information;
- (xi) each of the Purchaser and the Company covenants and agrees that it shall notify Broker prior to the opening of trading of the Securities of any purchases by affiliated purchasers (other than the Purchaser) that may occur on such Trading Day and each of the Purchaser and the Company acknowledges that purchases of Securities (or securities into which the Securities are convertible or exchangeable) by any such affiliated purchaser (including without limitation any purchases caused or influenced by any action of the Purchaser) may cause the Number of Securities to be Purchased on any Trading Day to be reduced pursuant to Section 2.B(iv) above;
- (xii) each of the Purchaser and the Company covenants and agrees that it shall not make any "Rule 10b-18 purchase" (as such term is defined in Rule 10b-18(a)(13)) of the Securities (or securities into which the Securities are convertible or exchangeable) outside of this Plan during the Plan Period other than through Broker; and
- (xiii) the Purchaser represents and warrants that the Purchaser's intention to purchase Securities as contemplated hereby has been publicly disclosed.

4. A. This Agreement and the Plan shall terminate on the Termination Date. "**Termination Date**" means the earliest to occur of (i) the close of business on March 1, 2017, (ii) any Optional Termination Date (as defined below), (iii) the date on which any Required Termination Notice (as defined below) is received by Broker, (iv) the date that the Purchaser or any other person publicly announces a tender or exchange offer with respect to the Securities or a merger, acquisition, reorganization, recapitalization or comparable transaction affecting the Securities as a result of which the Securities are to be exchanged or converted into shares of another company, (v) the date that Broker becomes aware of the commencement or impending commencement of any voluntary or involuntary proceedings in respect of or triggered by either the Purchaser's or Company's bankruptcy or insolvency, and (vi) the date that the Broker purchases the aggregate number of Securities set forth in the Guidelines.

B. This Agreement may be terminated by either party hereto on written notice to the other party in accordance with Section 9 below (the date of any such termination, an "**Optional Termination Date**"). Any such notice from the Purchaser to Broker shall not indicate the reasons for the termination or otherwise communicate any material nonpublic information about the Company or the Securities to Broker.

C. If, at any time during the Plan Period, any legal or regulatory restriction that is applicable to the Purchaser, the Securities, the Company or the Company's affiliates would prohibit any purchase pursuant to the Plan, including without limitation Rule 10b-18, Rule 10b-5, Regulation 13D-G, Regulation 14E and Regulation M under the Exchange Act, the Purchaser agrees to give Broker notice of such restriction in accordance with the notice provisions below as soon as practicable (such notice, a "**Required Termination Notice**"). Such notice shall not include any information about the nature of the restriction or its applicability to the Purchaser or the Company or otherwise communicate any material nonpublic information about the Company or the Securities to Broker.

D. Notwithstanding the termination of this Agreement, the Purchaser shall be solely responsible for any purchases made by Broker on the Purchaser's behalf prior to Broker's receipt of any notice of termination, and if Broker receives such notice, Broker may nevertheless be entitled to make, and the Purchaser shall be solely responsible for, a purchase hereunder pursuant to a bid made before such notice is received by Broker.

E. Broker may transfer or assign its rights and obligations hereunder and under the Agreement, in whole or in part, to any registered broker-dealer under common control with Broker without the consent of the Purchaser.

5. In the event that Broker or any of its affiliates and their directors, officers, employees or agents (collectively, "**Indemnified Persons**") becomes involved in any capacity in any action, proceeding or investigation brought by or against any person in connection with any matter referred to in this Agreement, the Purchaser and the Company shall reimburse Indemnified Persons for its reasonable legal and other out-of-pocket expenses (including the cost of any investigation and preparation) incurred in connection therewith promptly, and shall indemnify and hold Indemnified Persons harmless against any losses, claims, damages or liabilities to which Indemnified Persons may become subject in connection with any such action, proceeding or investigation. The Purchaser and the Company also agree that Indemnified Persons shall not have any liability to the Purchaser and the Company for or in connection with any matter referred to in this Agreement except to the extent that any losses, claims, damages, liabilities or expenses incurred by the Purchaser and the Company result from the gross negligence, willful misconduct or bad faith of Indemnified Persons or a breach by Broker of any of its covenants or obligations hereunder. The provisions of this Section 5 shall survive the termination of this Agreement.

6. The parties hereto agree and acknowledge that Broker is a "stockbroker" within the meaning of Section 101(53A) of Title 11 of the United States Code (the "**Bankruptcy Code**"). The parties hereto further agree and acknowledge that this Agreement is a "securities contract," as such term is defined in Section 741(7) of the Bankruptcy Code, and Broker is entitled to the protections afforded by, among other Sections, Sections 362(b)(6), 546(e) and 555 of the Bankruptcy Code.

7. This Agreement may be amended or modified only by a writing signed by the parties hereto and provided that any such modification or amendment shall only be permitted at a time when the Purchaser is otherwise permitted to effect purchases under this Agreement and at a time when neither the Company nor the Purchaser are aware of any material nonpublic information concerning the Company or the Securities and in connection with any such amendment or modification that the Purchaser shall represent that such amendment or modification is being made in good faith and not as part of a plan or scheme to evade Rule 10b5-1. Any actions taken by the Purchaser, the Company or its affiliated purchasers during the Plan Period that may affect the volume limit under Rule 10b-18 may constitute amendments of the Plan and will be taken in good faith and not as part of any plan to evade Rule 10b5-1. Upon any amendment or modification of this Agreement or the Plan (other than those referred to in the immediately preceding sentence), the Company and the Purchaser shall promptly deliver to Broker a letter substantially in the form of **Exhibit A** hereto.

8. This Agreement constitutes the entire agreement between the parties with respect to the Plan and supercedes any prior agreements or understandings with regard to the Plan. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall constitute a single, binding agreement.

9. All notices to Broker under this Agreement shall be given to Broker, Attention: _____, by (i) facsimile at _____ followed by telephonic confirmation at _____, (ii) by email to _____ or (iii) by certified mail or overnight courier to the address below:

All notices to the Purchaser and the Company under this Agreement shall be given by fax or email as follows:

If to the Purchaser:

High Coast Limited Partnership
767 Fifth Avenue, 47th Floor
New York, NY 10153

Attention: Keith Cozza (646) 367-4550 kcozza@sfire.com
Jesse Lynn (917) 591-3310 jlynn@sfire.com

If to the Company:

Icahn Enterprises L.P.
767 Fifth Avenue, 47th Floor
New York, NY 10153

Attention: Keith Cozza (646) 367-4550 kcozza@sfire.com
Jesse Lynn (917) 591-3310 jlynn@sfire.com

10. Broker agrees to provide the Purchaser with notice (via email to kcozza@sfire.com and jlynn@sfire.com) of each purchase made under this Agreement within one business day after any such purchase or at such other time as the Purchaser may reasonably request.

11. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK. THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL IN RESPECT OF ANY CLAIM OR CAUSE OF ACTION IN ANY COURT IN ANY PROCEEDINGS OR DISPUTES.

IN WITNESS WHEREOF, the undersigned have signed this Agreement as of the date first written above.

ICAHN ENTERPRISES L.P.

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

By: _____

Name: SungHwan Cho

Title: Chief Financial Officer

HIGH COAST LIMITED PARTNERSHIP

By: Little Meadow Corp., its general partner

By: _____

Name: Edward E. Mattner

Title: President

ICAHN ENTERPRISES L.P.
767 Fifth Avenue, 47th Floor
New York, NY 10153

[Date]

Re: [Amendment/Modification/Waiver] of Stock Purchase Plan Engagement Agreement

Ladies and Gentlemen:

Reference is made to the Stock Purchase Plan Engagement Agreement (the "**Stock Purchase Agreement**") dated as of March 1, 2016 between High Coast Limited Partnership (the "**Purchaser**"), Icahn Enterprises L.P. (the "**Company**") and _____ ("**Broker**"). Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Stock Purchase Agreement.

In connection with the [amendment/modification/waiver] of the Stock Purchase Agreement, each of the Purchaser and the Company (severally and not jointly) hereby represents and warrants to Broker that on the date hereof the Purchaser is not aware of any material nonpublic information regarding the Company or the Securities, and that its decision to [amend/modify/seek a waiver of] the Stock Purchase Agreement was made in good faith and not as a part of a plan or scheme to evade the prohibitions of Rule 10b-5 under the Securities Exchange Act of 1934, as amended.

Very truly yours,

HIGH COAST LIMITED PARTNERSHIP

By: Little Meadow Corp., its general partner

By: _____

Name: Edward E. Mattner

Title: President

ICAHN ENTERPRISES L.P.

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

By: _____

Name: SungHwan Cho

Title: Chief Financial Officer

Acknowledged and agreed to as of
the date first above written,
