

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): November 8, 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 November 8, 2013, Icahn Enterprises L.P. (“Icahn Enterprises”) entered into an amendment (the “Amendment”) to the employment agreement with Daniel A. Ninivaggi, pursuant to which Mr. Ninivaggi serves 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. The Amendment amends and supplements the employment agreement entered into by Icahn Enterprises with Mr. Ninivaggi, dated February 1, 2013 (the “Employment Agreement”). See Item 5.02 below for a further description of the Amendment.

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

On November 8, 2013, Icahn Enterprises entered into the Amendment to the Employment Agreement with Daniel A. Ninivaggi pursuant to which Mr. Ninivaggi serves as the President and Chief Executive Officer of Icahn Enterprises, Icahn Enterprises Holdings and Icahn Enterprises GP.

Pursuant to the Amendment, Mr. Ninivaggi’s employment period shall continue until terminated in accordance with the Employment Agreement. Beginning January 1, 2014, Mr. Ninivaggi is entitled to a base salary at the rate of \$100,000 every two weeks. In addition, he is entitled to a bonus in the amount of \$300,000, payable on or before November 22, 2013. Mr. Ninivaggi’s employment is terminable without cause (as defined in the Employment Agreement) with 90 days’ prior written notice, or on less than 90 days’ notice if Icahn Enterprises continues to pay Mr. Ninivaggi’s salary from the date of giving notice of termination through the 90th day following that date. Mr. Ninivaggi may resign his employment only upon 90 days’ prior written notice or for good reason (as defined in the Employment Agreement). Pursuant to the Amendment, Mr. Ninivaggi agrees that he will not, while employed under the Employment Agreement, and for one year thereafter, directly or indirectly solicit or aid in the solicitation of employees of Icahn Enterprises or any other member of the Icahn Group (as defined in the Employment Agreement) for employment by any other person or entity.

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

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

10.1 – Amendment to Employment Agreement with Daniel A. Ninivaggi, dated November 8, 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

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

Date: November 8, 2013

ICAHN ENTERPRISES HOLDINGS L.P.
(Registrant)

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

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

Date November 8, 2013

Icahn Enterprises, LP
767 5th Avenue
Suite 4700
New York, NY 10153

November 8, 2013

Dear Dan:

This letter will confirm the agreement of you and Icahn Enterprises L.P. with respect to your employment with Icahn Enterprises. Your employment agreement (the "Agreement") with Icahn Enterprises L.P. dated February 1, 2013 is hereby amended and supplemented as follows (such Agreement, as amended and supplemented hereby, the "Employment Agreement"):

1. Notwithstanding the first sentence of Section 2 of the Agreement, your employment under the Employment Agreement will continue until terminated in accordance with the terms of the Employment Agreement.

2. Notwithstanding Section 6 of the Agreement, beginning January 1, 2014 your Salary under the Employment Agreement will be at a rate of \$100,000 (one-hundred thousand dollars) every two weeks. In addition, you will receive a bonus for 2013 in the amount of \$300,000 (three-hundred thousand dollars), payable on or before November 22, 2013.

3. Notwithstanding Sections 5 and 7 of the Agreement:

Your employment under the Employment Agreement is terminable without Cause by Icahn Enterprises only upon 90 days prior written notice to you, or as set forth below in this Section 3. In addition, at its option Icahn Enterprises may terminate your employment on less than 90 days notice without Cause by providing written notice of a future date (which future date shall not be more than 90 days following the giving of such notice) on which your employment will end (such future date, the "End Date"), but in such event Icahn Enterprises shall continue to pay your Salary at the rate of \$100,000 per two week period from the date of the giving of such notice through the 90th day following the date of the giving of such notice (and in such event you shall, if so requested by Icahn Enterprises, continue to provide the services contemplated in Sections 1 and 3 of the Employment Agreement through the End Date).

Notwithstanding the last sentence of Section 7(d) of the Agreement, you may resign your employment only upon 90 days prior written notice to Icahn Enterprises (any such notice by you to Icahn Enterprises, an "Employee 90 Day Notice") or in accordance with the Employment Agreement for Good Reason. The 90 day period beginning on the date of your giving of the Employee 90 Day Notice to Icahn Enterprises is referred to as the "90 Day Period".

You agree that you will not, at any time during your employment with Icahn Enterprises, seek or discuss employment with another employer or potential employer, unless, you have previously given the 90 Day Notice to Icahn Enterprises.

In the event that you give Icahn Enterprises an Employee 90 Day Notice: (x) you shall, unless otherwise requested by Icahn Enterprises, continue to provide the services contemplated in Sections 1 and 3 of the Agreement (the "Service Obligation") through the last day of the 90 Day Period; and (y) at its option Icahn Enterprises may at any time after your giving of the Employee 90 Day Notice to Icahn Enterprises, terminate your employment by providing written notice to you of any date prior to the last day of the 90 Day Period on which your employment will end. In such event, so long as you comply with the Service Obligation, Icahn Enterprises will be obligated to continue to pay you the Salary at the rate of \$100,000 per two week period from the date that you give the Employee 90 Day Notice through (and only through) the 30th day following the date of your giving such Employee 90 Day Notice, or if later, such date as you cease to be employed by Icahn Enterprises (but in any event not later than the last day of the 90 Day Period).

Section 7(c) of the Agreement is hereby deleted.

4. Section 10 and 11 of the Agreement are deleted and replaced with the following:

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 due to: (A) his resignation without Employee providing the Employee 90 Day Notice (other than resignation in accordance with the Employment Agreement for Good Reason); or (B) for Cause (it being agreed that failure by Employee to provide services under the Employment Agreement as a result of a disability shall not constitute "Cause"), then Employee shall not, for a period of 180 days following the last day of such employment, 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, on behalf of **ANY PERSON OR ENTITY** (other than a charitable or non-profit organization that is not a competitor of any member of the Icahn Group from which Employee receives no compensation either during or after such 180 day period), including but not limited to any person or entity included in the Icahn Group or any competitor of any person or entity included in the Icahn Group.

Employee hereby acknowledges that the provisions of Section 9 of the Agreement, and this Section 4, 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.

5. Any capitalized term not defined in this letter shall have the meaning attributed to it in the Agreement. References to “you” or “Employee” refers to Daniel A. Ninivaggi.

Please execute this letter below to evidence our mutual agreement to the matters set forth herein.

Icahn Enterprises LP

By: Icahn Enterprises G.P.,
Its general partner

By: /s/ Carl Icahn
Carl Icahn,
Chairman of the Board

Agreed and accepted

/s/ Daniel A. Ninivaggi
Daniel A. Ninivaggi

[Signature page to November 8, 2013 Ninivaggi employment letter]
