

**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): August 19, 2025**

(Commission File Number) <b>1-9516</b>	(Exact Name of Registrant as Specified in its Charter) (Address of Principal Executive Offices) (Zip Code) (Telephone Number) <b>ICAHN ENTERPRISES L.P.</b> <b>16690 Collins Ave, PH-1</b> <b>Sunny Isles Beach, FL 33160</b> <b>(305) 422-4100</b>	(State or Other Jurisdiction of Incorporation or Organization) <b>Delaware</b>	(I.R.S. Employer Identification No.) <b>13-3398766</b>
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N/A  
(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))

Securities registered pursuant to Section 12(b) of the Act:

<b>Title of each class:</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered:</b>
Depository Units of Icahn Enterprises L.P. Representing Limited Partner Interests	IEP	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934. Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

## Item 1.01 Entry Into a Material Definitive Agreement

### Senior Secured Notes Offering

On August 19, 2025, Icahn Enterprises L.P. (“Icahn Enterprises”) and Icahn Enterprises Finance Corp. (“Icahn Enterprises Finance” and, together with Icahn Enterprises, the “Issuers”) closed their previously announced sale of additional \$500,000,000 aggregate principal amount of 10.000% Senior Secured Notes due 2029 (the “Notes”) pursuant to the purchase agreement, dated August 5, 2025 (the “Purchase Agreement”), by and among the Issuers, Icahn Enterprises Holdings L.P., as guarantor (the “Guarantor”), and Jefferies LLC, as initial purchaser (the “Initial Purchaser”). The Notes were priced at 99.010% of their face amount, plus accrued interest from May 15, 2025. The net proceeds from the sale of the Notes were approximately \$493 million after deducting the Initial Purchaser’s discounts and commissions and estimated fees and expenses related to the offering, and will be used to partially redeem the Issuers’ existing 6.250% Senior Notes due 2026 (the “2026 Notes”) on or around September 5, 2025. The Notes will be secured by substantially all the assets directly owned by the Issuers and the Guarantor, subject to customary exceptions.

Interest on the Notes will be payable on November 15 and May 15 of each year, commencing on November 15, 2025. The Purchase Agreement contains customary representations, warranties and covenants of the parties and indemnification and contribution provisions whereby the Issuers and the Guarantor, on the one hand, and the Initial Purchaser, on the other, have agreed to indemnify each other against certain liabilities.

The Issuers issued the Notes under the indenture, dated November 20, 2024 (the “Base Indenture”), among the Issuers, the Guarantor, as guarantor, and Wilmington Trust, National Association, as trustee (in such capacity, the “Trustee”) and notes collateral agent (in such capacity, the “Collateral Agent”), as supplemented by the first supplemental indenture, dated August 19, 2025, among the Issuers, the Guarantor, the Trustee and the Collateral Agent (the “First Supplemental Indenture” and, together with the Base Indenture, the “Indenture”), pursuant to which the Issuers previously issued an aggregate of \$500,000,000 aggregate principal amount of 10.000% Senior Notes due 2029. The Indenture contains customary events of default and covenants relating to, among other things, the incurrence of debt, affiliate transactions, liens and restricted payments. On or after May 15, 2029 (six months prior to the maturity date of the Notes), the Issuers may redeem all or a part of the Notes at a redemption price equal to 100.000% of the principal amount thereof, plus accrued and unpaid interest to, but excluding, the date of redemption. Prior to May 15, 2029 (six months prior to the maturity date of the Notes), the Issuers may redeem all or a part of the Notes by paying a “make-whole” premium. If the Issuers experience a change of control, the Issuers must offer to purchase for cash all or any part of each holder’s Notes at a purchase price equal to 101% of the principal amount of the Notes, plus accrued and unpaid interest to, but excluding, the date of purchase.

The foregoing description of the Base Indenture and First Supplemental Indenture is a summary only and is qualified in its entirety by the full and complete terms of the Base Indenture and First Supplemental Indenture, copies of which are incorporated herein by reference and attached as Exhibit 4.1 and Exhibit 4.2 hereto, respectively.

## Item 2.03 Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant.

Please see the information set forth in Item 1.01 above, which is incorporated by reference into this Item 2.03.

## Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
<a href="#">4.1</a>	<a href="#">Indenture, dated November 20, 2024, among Icahn Enterprises L.P., Icahn Enterprises Finance Corp., Icahn Enterprises Holdings L.P., as guarantor, and Wilmington Trust, National Association, as trustee and notes collateral agent (incorporated by reference to Exhibit 4.1 to Icahn Enterprises’ Current Report Form 8-K filed on November 20, 2024).</a>
<a href="#">4.2</a>	<a href="#">First Supplemental Indenture, dated August 19, 2025, among Icahn Enterprises L.P., Icahn Enterprises Finance Corp., Icahn Enterprises Holdings L.P., as guarantor, and Wilmington Trust, National Association, as trustee and notes collateral agent.</a>
104	Cover Page Interactive Data File (formatted in Inline XBRL in Exhibit 101).

**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.

**ICAHN ENTERPRISES L.P.**  
(Registrant)

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

Date: August 19, 2025

By: /s/ Ted Papapostolou  
Ted Papapostolou  
Chief Financial Officer

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ICAHN ENTERPRISES L.P.

ICAHN ENTERPRISES FINANCE CORP.

AND ICAHN ENTERPRISES HOLDINGS L.P.

10.000% SENIOR SECURED NOTES DUE 2029

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FIRST SUPPLEMENTAL INDENTURE

Dated as of August 19, 2025

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WILMINGTON TRUST, NATIONAL ASSOCIATION

Trustee and Notes Collateral Agent

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FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of August 19, 2025, Icahn Enterprises L.P., a Delaware limited partnership, as issuer ("*Icahn Enterprises*"), Icahn Enterprises Finance Corp., a Delaware corporation, as co-issuer ("*Icahn Enterprises Finance*", and together with Icahn Enterprises, the "*Company*"), Icahn Enterprises Holdings L.P., a Delaware limited partnership, as guarantor (the "*Guarantor*"), and Wilmington Trust, National Association, a national banking association, as trustee (as such, the "*Trustee*") and as notes collateral agent (as such, the "*Notes Collateral Agent*").

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture, dated as of November 20, 2024 (the "*Indenture*"), providing for the issuance of 10.000% Senior Secured Notes due 2029 (the "*Notes*");

WHEREAS, the Company desires to amend and supplement the Indenture as contemplated by Article 1 of this Supplemental Indenture;

WHEREAS, Section 9.01 of the Indenture provides that the Company, the Guarantor, the Trustee and, if applicable, the Notes Collateral Agent may amend or supplement the Indenture without the consent of any Holder of Notes to make any change that would provide any additional rights or benefits to the Holders of the Notes or that does not adversely affect the legal rights thereunder of any Holder, subject to Section 9.06 of the Indenture;

WHEREAS, the Company has, pursuant to Sections 9.06 and 13.04 of the Indenture, furnished the Trustee with an Officers' Certificate and an Opinion of Counsel complying with the requirements of Sections 9.06 and 13.05 of the Indenture;

WHEREAS, the Company has requested and hereby requests that the Trustee and Notes Collateral Agent execute and deliver this Supplemental Indenture; and

WHEREAS, the execution and delivery of this Supplemental Indenture have been duly authorized by the Company and the Guarantor and all conditions and requirements necessary to make this instrument a valid and binding agreement have been duly performed and complied with.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Guarantor, the Notes Collateral Agent and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. AMENDMENT OF INDENTURE. Clause (b)(5) of Section 4.10 is amended and restated in its entirety with the following language:

"Indebtedness of a Non-Guarantor Subsidiary outstanding on the Issuance Date and any extension, renewal, replacement or refunding of any such Indebtedness existing on the Issuance Date or referred to in clauses (1), (2), (3), or (4); provided that (a) to the extent such Indebtedness was permitted to be incurred solely by Non-Guarantor Subsidiaries pursuant to clauses (1), (2), (3), or (4) or this clause (5), such extension, renewal, replacement or refunding shall continue to be incurred only by such Non-Guarantor Subsidiaries, (b) any such extension, renewal, replacement or refunding of such Indebtedness shall be created within 12 months of repaying, or terminating the commitments with respect to, the Indebtedness referred to in this clause or clauses (1), (2), (3) or (4) above and (c) the principal amount of the Indebtedness shall not exceed the principal amount of Indebtedness plus any premium or fee payable in connection with any such extension, renewal, replacement or refunding, so secured at the time of such extension, renewal, replacement or refunding."

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2. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

3. GOVERNING LAW. THE INTERNAL LAW OF THE STATE OF NEW YORK WILL GOVERN AND BE USED TO CONSTRUE THIS INDENTURE, THE NOTES AND THE NOTE GUARANTEES WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

4. COUNTERPARTS. The parties may sign any number of copies of this Indenture. Each signed copy will be an original, but all of them together represent the same agreement. This Indenture may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com) or [www.echosign.com](http://www.echosign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5. EFFECT OF HEADINGS. The Headings of the Articles of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and will in no way modify or restrict any of the terms or provisions hereof.

6. THE TRUSTEE AND NOTES COLLATERAL AGENT. The Trustee and Notes Collateral Agent will not be responsible for and makes no representation as to the validity or adequacy of this Supplemental Indenture, it will not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it will not be responsible for any statement or recital in this Supplemental Indenture other than its certificate of authentication.

7. RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURE PART OF INDENTURE. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder shall be bound hereby.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

**COMPANY:**

ICAHN ENTERPRISES L.P.

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

By: /s/ Ted Papapostolou  
\_\_\_\_\_  
Name: Ted Papapostolou  
Title: Chief Financial Officer

ICAHN ENTERPRISES FINANCE CORP.

By: /s/ Ted Papapostolou  
\_\_\_\_\_  
Name: Ted Papapostolou  
Title: Chief Financial Officer

**GUARANTOR:**

ICAHN ENTERPRISES HOLDINGS L.P.

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

By: /s/ Ted Papapostolou  
\_\_\_\_\_  
Name: Ted Papapostolou  
Title: Chief Financial Officer

*[Signature Page to First Supplemental Indenture]*

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WILMINGTON TRUST, NATIONAL ASSOCIATION  
as Trustee and as Notes Collateral Agent

By: /s/ Karleen R. Bratland

Name: Karleen R. Bratland

Title: Assistant Vice President

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*[Signature Page to First Supplemental Indenture]*

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