

**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): October 18, 2018

LGI HOMES, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-36126
(Commission
File Number)

46-3088013
(IRS Employer
Identification Number)

**1450 Lake Robbins Drive, Suite 430,
The Woodlands, Texas**
(Address of principal executive offices)

77380
(Zip Code)

(281) 362-8998
(Registrant's Telephone Number, Including Area Code)

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 (see General Instructions A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

On October 18, 2018, LGI Homes, Inc. (the “Company”) entered into a Lender Acknowledgement Agreement dated as of October 18, 2018 (the “Agreement”) with Wells Fargo Bank, National Association, as an Increasing Lender (as defined below) and as administrative agent (the “Administrative Agent”), Fifth Third Bank, U.S. Bank National Association d/b/a Housing Capital Company, Bank of America, N.A., BMO Harris Bank N.A., Compass Bank, Flagstar Bank, FSB, Deutsche Bank AG New York Branch, ZB, N.A. dba Amegy Bank, Associated Bank, National Association, Academy Bank, N.A., and Sunflower Bank, N.A. (individually, and collectively, as the context may suggest or require, the “Increasing Lender”). Pursuant to the Agreement, the aggregate Revolving Commitments under the Company’s revolving credit facility increased from \$450.0 million to \$500.0 million in accordance with the accordion feature of that certain Third Amended and Restated Credit Agreement dated as of May 25, 2018, as amended by that certain First Amendment to Third Amended and Restated Credit Agreement dated as of June 19, 2018, and as affected by that certain Letter Agreement dated as of July 16, 2018 (as so amended and supplemented, the “Credit Agreement”) by and among the Company, each of the financial institutions initially a signatory thereto, and the Administrative Agent. Unless otherwise defined in this Current Report on Form 8-K, capitalized terms used in this Current Report on Form 8-K shall have the meanings specified in the Credit Agreement.

In connection with the execution and delivery of the Agreement, each of the Company’s subsidiaries that is a party to the Third Amended and Restated Subsidiary Guaranty (i) consented to the execution and delivery of the Agreement and (ii) reaffirmed all of its respective obligations and covenants under the Third Amended and Restated Subsidiary Guaranty, the Third Amended and Restated Hazardous Materials Indemnity Agreement and each of the other Loan Documents to which such subsidiary is a party.

The description set forth above is qualified in its entirety by reference to the Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report and incorporated herein by reference.

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

The information set forth under Item 1.01 above is incorporated by reference into this Item 2.03.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 [Lender Acknowledgement Agreement dated as of October 18, 2018 by and among LGI Homes, Inc., Wells Fargo Bank, National Association, as an Increasing Lender and as administrative agent, Fifth Third Bank, U.S. Bank National Association d/b/a Housing Capital Company, Bank of America, N.A., BMO Harris Bank N.A., Compass Bank, Flagstar Bank, FSB, Deutsche Bank AG New York Branch, ZB, N.A. dba Amegy Bank, Associated Bank, National Association, Academy Bank, N.A., and Sunflower Bank, N.A.](#)
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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.

Dated: October 23, 2018

LGI HOMES, INC.

By: /s/ Eric Lipar

Eric Lipar

Chief Executive Officer and Chairman of the Board

LENDER ACKNOWLEDGEMENT AGREEMENT

THIS LENDER ACKNOWLEDGEMENT AGREEMENT dated as of October 18, 2018 (this "Agreement") is by and among LGI Homes, Inc., a Delaware corporation (the "Borrower"), Wells Fargo Bank, National Association, as an Increasing Lender (as defined below) and as Administrative Agent (the "Administrative Agent"), Fifth Third Bank, U.S. Bank National Association d/b/a Housing Capital Company, Bank of America, N.A., BMO Harris Bank N.A., Compass Bank, Flagstar Bank, FSB, Deutsche Bank AG New York Branch, ZB, N.A. dba Amegy Bank, Associated Bank, National Association, Academy Bank, N.A., and Sunflower Bank, N.A. (individually, and collectively, as the context may suggest or require, the "Increasing Lender"). Capitalized terms used herein but not otherwise defined herein shall have the meanings provided in the Credit Agreement referenced herein.

WITNESSETH

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of May 25, 2018, as amended by that certain First Amendment to Third Amended and Restated Credit Agreement dated as of June 19, 2018, and as affected by that certain Letter Agreement dated as of July 16, 2018 (as the same is hereby supplemented, and as the same has heretofore and may hereafter be amended, affected, modified, supplemented, restated, increased or extended from time to time, the "Credit Agreement") among the Borrower, the Lenders (as defined in the Credit Agreement), the Administrative Agent, Wells Fargo Securities, LLC, as sole lead arranger and sole bookrunner, and Fifth Third Bank and U.S. Bank National Association, as documentation agents, the Lenders have agreed to provide the Borrower with a revolving credit facility;

WHEREAS, pursuant to Section 2.17 of the Credit Agreement, the Borrower has requested an increase of the Revolving Commitments (such increase in Revolving Commitments, the "Incremental Revolving Commitments") under the Credit Agreement pursuant to this Agreement; and

WHEREAS, each Increasing Lender has agreed to increase its Revolving Commitment under the Credit Agreement pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Credit Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Pursuant to Section 2.17 of the Credit Agreement, each Increasing Lender has agreed, severally, but not jointly, on the terms set forth in this Agreement, to make the Incremental Revolving Commitments as set forth on Schedule I attached hereto. After giving effect to this Agreement, the Revolving Commitment for each of the Lenders shall be as set forth on Schedule I attached hereto. Each Increasing Lender (i) confirms that it has received a copy of the Credit Agreement, the other Loan Documents and the amendments and exhibits thereto, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement; (ii) agrees (and, if it was a Lender before the effectiveness of this Agreement, confirms that it has agreed) that it has and will, independently and without reliance upon the Administrative Agent or any other Increasing Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in entering into the Credit Agreement and this Agreement, and in taking or not taking action under the Credit Agreement; (iii) appoints and authorizes (or, if it was a Lender before the effectiveness of this Agreement, confirms that it has appointed and authorized) the Administrative Agent to take such actions as agent on its behalf and to exercise such powers under the Credit Agreement and the other Loan Documents as are delegated to the Administrative Agent, as the case may be, by the terms thereof, together with such powers as are reasonably incidental thereto; and (iv) agrees (and, if it was a Lender before the effectiveness of this Agreement, confirms that it has agreed) that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

2. The terms of repayment and the Applicable Margin with respect to the Incremental Revolving Commitments shall be the same as those applicable to Revolving Loans, as set forth in the Credit Agreement.

3. The Borrower hereby represents and warrants that no Trigger Event, Default or Event of Default exists as of the date set forth above and the representations and warranties made or deemed made by the Borrower and any other Loan Party in any Loan Document to which such Loan Party is a party are true and correct in all material respects (except in the case of a representation or warranty qualified by materiality, in which case such representation or warranty shall be true and correct in all respects) as of the date set forth above except to the extent that such representations and warranties expressly relate solely to an earlier date (in which case such representations and warranties are true and correct in all material respects (except in the case of a representation or warranty qualified by materiality, in which case such representation or warranty shall be true and correct in all respects) on and as of such earlier date) and except for changes in factual circumstances specifically and expressly permitted under the Credit Agreement.

4. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile transmission or by any other electronic imaging means, including, without limitation, Adobe Corporation's Portable Document Format), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or by any other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED, AND TO BE FULLY PERFORMED, IN SUCH STATE.

6. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY ACTION, CLAIM OR OTHER PROCEEDING ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, THE CREDIT AGREEMENT OR THE OTHER LOAN DOCUMENTS, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THEREUNDER, OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS.

7. Conditions Precedent. This Agreement shall become effective only upon the satisfaction of the following conditions precedent:

(a) The Administrative Agent shall have received each of the following, each in form and substance reasonably satisfactory to the Administrative Agent:

(i) counterparts of this Agreement duly executed by the Borrower, the Administrative Agent and the Increasing Lender;

(ii) counterparts of the Consent and Reaffirmation of Guarantor attached hereto duly executed by each of the Guarantors;

(iii) a duly executed Revolving Note payable to the order of each Increasing Lender, executed by the Borrower;

(iv) an opinion of counsel to the Borrower and the Guarantors addressed to the Administrative Agent and the Lenders, dated as of the date hereof, covering such matters as reasonably requested by the Administrative Agent;

(v) a duly executed certificate for each of the Borrower and the Guarantors, dated as of the date hereof, including a certificate of incumbency and a copy of the authorizing resolution; and

(vi) a duly executed certificate for the Borrower confirming that the increase in the Revolving Commitments is permitted under Senior Notes Indebtedness and/or Senior Notes Indentures relating thereto together with supporting evidence.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by a duly authorized officer as of the date first above written.

BORROWER

LGI HOMES, INC.,
a Delaware corporation

By: /s/ Eric T. Lipar
Name: Eric T. Lipar
Title: Chief Executive Officer

ADMINISTRATIVE AGENT

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,**

as Administrative Agent

By: /s/ Kim Renee Funches

Name: Kim Renee Funches

Title: Senior Vice President

[Signature Page - Lender Acknowledgement Agreement]

INCREASING LENDER

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,**

as an Increasing Lender

By: /s/ Kim Renee Funches

Name: Kim Renee Funches

Title: Senior Vice President

[Signature Page - Lender Acknowledgement Agreement]

FIFTH THIRD BANK

By: /s/ Shane Lowe
Name: Shane Lowe
Title: Vice President

[Signature Page - Lender Acknowledgement Agreement]

DEUTSCHE BANK AG NEW YORK BRANCH

By: /s/ Maria Guinchard

Name: Maria Guinchard

Title: Vice President

By: /s/ Marguerite Sutton

Name: Marguerite Sutton

Title: Vice President

[Signature Page - Lender Acknowledgement Agreement]

COMPASS BANK

By: /s/ Brock Tautenhahn
Name: Brock Tautenhahn
Title: Senior Vice President

[Signature Page - Lender Acknowledgement Agreement]

ACADEMY BANK, N.A.

By: /s/ Jason Hilpipe
Name: Jason Hilpipe
Title: Vice President

[Signature Page - Lender Acknowledgement Agreement]

FLAGSTAR BANK, FSB

By: /s/ Jerry C. Schillaci
Name: Jerry C. Schillaci
Title: Vice President

[Signature Page - Lender Acknowledgement Agreement]

ZB, N.A. DBA AMEGY BANK

By: /s/ Eric Wojner
Name: Eric Wojner
Title: Senior Vice President

[Signature Page - Lender Acknowledgement Agreement]

SUNFLOWER BANK, N.A.

By: /s/ Todd Wherry
Name: Todd Wherry
Title: Senior Vice President

[Signature Page - Lender Acknowledgement Agreement]

**ASSOCIATED BANK, NATIONAL
ASSOCIATION**, a national banking association

By: /s/ Andrew Roberts
Name: Andrew Roberts
Title: Vice President

[Signature Page - Lender Acknowledgement Agreement]

**U.S. BANK NATIONAL ASSOCIATION d/b/a
HOUSING CAPITAL COMPANY**

By: /s/ Alyssa Pratka
Name: Alyssa Pratka
Title: Vice President

[Signature Page - Lender Acknowledgement Agreement]

BMO HARRIS BANK N.A.

By: /s/ Michael M. Mattick
Name: Michael M. Mattick
Title: Vice President

BANK OF AMERICA, N.A.

By: /s/ Michael J. Kauffman
Name: Michael J. Kauffman
Title: Vice President

SCHEDULE I**COMMITMENTS****(After giving effect to this Agreement)**

LENDER	INCREASE ALLOCATION	COMMITMENT	PRO-RATA SHARE
WELLS FARGO BANK, NATIONAL ASSOCIATION	\$7,850,000.00	\$63,050,000.00	12.61%
FIFTH THIRD BANK	\$7,850,000.00	\$63,050,000.00	12.61%
U.S. BANK NATIONAL ASSOCIATION D/B/A HOUSING CAPITAL COMPANY	\$6,600,000.00	\$51,600,000.00	10.32%
BANK OF AMERICA, N.A.	\$4,350,000.00	\$34,350,000.00	6.87%
BBVA COMPASS	\$4,350,000.00	\$34,350,000.00	6.87%
BMO HARRIS BANK N.A.	\$4,350,000.00	\$34,350,000.00	6.87%
FLAGSTAR BANK, FSB	\$4,350,000.00	\$34,350,000.00	6.87%
TEXAS CAPITAL BANK, NATIONAL ASSOCIATION	\$—	\$30,000,000.00	6%
DEUTSCHE BANK AG NEW YORK BRANCH	\$3,000,000.00	\$30,000,000.00	6%
ZB, N.A. DBA AMEGY BANK.	\$3,500,000.00	\$27,500,000.00	5.5%
CADENCE BANK, N.A.	\$—	\$18,000,000.00	3.6%
CHANG HWA COMMERCIAL BANK, LTD., New York Branch	\$—	\$15,000,000.00	3%
ASSOCIATED BANK, NATIONAL ASSOCIATION	\$1,300,000.00	\$13,300,000.00	2.66%
BANK OF TAIWAN, NEW YORK BRANCH	\$—	\$12,000,000.00	2.4%
TAIWAN COOPERATIVE BANK, LTD., acting through its Los Angeles Branch	\$—	\$12,000,000.00	2.4%
TAIWAN BUSINESS BANK, LOS ANGELES BRANCH	\$—	\$11,250,000.00	2.25%
ACADEMY BANK, N.A.	\$1,250,000.00	\$8,600,000.00	1.72%
SUNFLOWER BANK, N.A.	\$1,250,000.00	\$7,250,000.00	1.45%
TOTALS	\$50,000,000.00	\$500,000,000.00	100%

CONSENT AND REAFFIRMATION

Each of the undersigned (individually and collectively, "Guarantor") (a) acknowledges receipt of the foregoing Lender Acknowledgement Agreement (the "Agreement"), (b) consents to the execution and delivery of the Agreement, and (c) reaffirms all of its obligations and covenants under the (i) Third Amended and Restated Subsidiary Guaranty (as defined in the Credit Agreement defined in the Agreement), (ii) Third Amended and Restated Hazardous Materials Indemnity Agreement (as defined in the Credit Agreement defined in the Agreement), and (iii) each of the other Loan Documents (as defined in the Credit Agreement defined in the Agreement) to which it is a party, and agrees that none of its obligations and covenants shall be reduced or limited by the execution and delivery of the Agreement.

The Guarantor hereby represents and warrants to Administrative Agent that: (a) the Guarantor has duly executed, delivered and authorized this Consent and Reaffirmation (this "Consent"); (b) the Guarantor has obtained all necessary consents, if any, required in connection with the execution, delivery and performance of this Consent and the transactions contemplated hereby; (c) the execution, delivery and performance of this Consent and the transactions contemplated hereby do not violate the Guarantor's organizational documents, if any, or any contract to which is a party, and (d) no Event of Default or event, omission or failure of condition which would constitute a Default after notice or passage of time, or both exists under any of the Loan Documents to which it is a party and that all representations and warranties in the Loan Documents to which it is a party are true and correct in all material respects (except in the case of a representation or warranty qualified by materiality, in which case such representation or warranty shall be true and correct in all respects) as of the date hereof except to the extent that such representations and warranties expressly relate solely to an earlier date (in which case such representations and warranties are true and correct in all material respects (except in the case of a representation or warranty qualified by materiality, in which case such representation or warranty shall be true and correct in all respects) on and as of such earlier date) and except for changes in factual circumstances specifically and expressly permitted under the Credit Agreement.

Delivery of an executed counterpart of this consent via facsimile, telecopy, or other electronic method of transmission pursuant to which the signature of Guarantor can be seen (including, without limitation, Adobe Corporation's Portable Document Format) shall have the same force and effect as the delivery of an original executed counterpart of this consent. Guarantor's delivery of an executed counterpart of this consent by facsimile or other electronic method of transmission shall be made in conjunction with Guarantor's delivery of an original executed counterpart, but Guarantor's failure to deliver said original executed counterpart shall not affect the validity, enforceability, or binding effect of this consent.

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Dated as of October 18, 2018:

GUARANTORS:

**LGI HOMES-TEXAS, LLC
LGI HOMES AZ CONSTRUCTION, LLC
LGI HOMES - E SAN ANTONIO, LLC
LGI HOMES - ARIZONA, LLC
LGI HOMES - FLORIDA, LLC
LGI HOMES - GEORGIA, LLC
LGI CROWLEY LAND PARTNERS, LLC
LGI HOMES CORPORATE, LLC
LGI HOMES SERVICES, LLC,
LGI HOMES AZ SALES, LLC
LGI HOMES - NEW MEXICO, LLC
LGI HOMES NM CONSTRUCTION, LLC
LUCKEY RANCH PARTNERS, LLC
LGI HOMES - COLORADO, LLC
LGI HOMES - NC, LLC
LGI HOMES - SC, LLC
LGI HOMES - TENNESSEE, LLC
LGI HOMES - WASHINGTON, LLC
LGI HOMES - OREGON, LLC
LGI HOMES - ALABAMA, LLC
LGI HOMES - MINNESOTA, LLC
LGI HOMES - OKLAHOMA, LLC
LGI LIVING, LLC
LGI HOMES - CALIFORNIA, LLC
LGI HOMES - MARYLAND, LLC
LGI HOMES - VIRGINIA, LLC
LGI HOMES - WEST VIRGINIA, LLC
LGI HOMES - WISCONSIN, LLC
LGI LEASING, LLC**

By: LGI Homes Group, LLC,
its Manager

By: /s/ Eric T. Lipar

Name: Eric T. Lipar

Title: Manager

[Signature Page - Consent and Reaffirmation]

LGI HOMES - NEVADA, LLC

By: /s/ Eric T. Lipar
Name: Eric T. Lipar
Title: Authorized Signatory

RIVERCHASE ESTATES PARTNERS, LLC

By: LGI Homes Group, LLC,
its Sole Member

By: /s/ Eric T. Lipar
Name: Eric T. Lipar
Title: Manager

LGI HOMES GROUP, LLC

By: /s/ Eric T. Lipar
Name: Eric T. Lipar
Title: Manager