
**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 28, 2017

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)

Registrant's telephone number, including area code: **(281) 362-8998**

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 Instruction 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))
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Item 1.01 Entry into a Material Definitive Agreement.

On February 28, 2017, LGI Homes, Inc. (the “Company”) entered into a Lender Acknowledgement Agreement dated as of February 28, 2017 (the “Agreement”) with Flagstar Bank, FSB and Wells Fargo Bank, National Association, as administrative agent (the “Administrative Agent”), whereby the aggregate Revolving Commitments under the Company’s revolving credit facility increased from \$385.0 million to \$400.0 million in accordance with the accordion feature of that certain Amended and Restated Credit Agreement dated as of May 27, 2016 (the “Credit Agreement”) by and among the Company, the Lenders identified therein, the Administrative Agent, Wells Fargo Securities, LLC, as sole lead arranger and sole bookrunner, and Deutsche Bank Securities Inc. and Fifth Third Bank as documentation agents. 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 Subsidiary Guaranty (i) consented to the execution and delivery of the Agreement and (ii) reaffirmed all of its respective obligations and covenants under the Subsidiary Guaranty, the 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 Lender 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.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Lender Acknowledgement Agreement dated as of February 28, 2017 by and among LGI Homes, Inc., Wells Fargo Bank, National Association, as administrative agent, and Flagstar Bank, FSB.

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.

LGI Homes, Inc.

Date: March 3, 2017

By: /s/ Eric T. Lipar

Eric T. Lipar

Chief Executive Officer and Chairman of the Board

INDEX TO EXHIBITS

Exhibit Number

Description

10.1

Lender Acknowledgement Agreement dated as of February 28, 2017 by and among LGI Homes, Inc., Wells Fargo Bank, National Association, as administrative agent, and Flagstar Bank, FSB.

LENDER ACKNOWLEDGEMENT AGREEMENT

THIS LENDER ACKNOWLEDGEMENT AGREEMENT dated as of February 28, 2017 (this "Agreement") is by and among LGI Homes, Inc., a Delaware corporation (the "Borrower"), Wells Fargo Bank, National Association, as Administrative Agent (the "Administrative Agent"), and Flagstar Bank, FSB (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 Amended and Restated Credit Agreement dated as of May 27, 2016, as amended by that certain First Amendment to Amended and Restated Credit Agreement dated as of September 12, 2016, and as supplemented by that certain Lender Addition and Acknowledgement Agreement dated as of December 28, 2016 (as the same is hereby supplemented and as may be further amended, 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 Deutsche Bank Securities Inc. and Fifth Third Bank, 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 under the Credit Agreement pursuant to this Agreement; and

WHEREAS, the 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, the Increasing Lender has agreed to provide a commitment to increase the Revolving Commitment by FIFTEEN MILLION DOLLARS AND 00/100 (\$15,000,000) for an aggregate Revolving Commitment of FOUR HUNDRED MILLION AND 00/100 DOLLARS (\$400,000,000). After giving effect to this Agreement, the Revolving Commitment for each of the Lenders shall be as set forth on Schedule I attached hereto.
2. The terms of repayment and the Applicable Margin with respect to the Revolving Commitment Amount 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 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 WAIVE THEIR RESPECTIVE 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 executed by the Borrower in favor of the Increasing Lender;

(iv) amendments to the existing Mortgages duly executed by the relevant Guarantor and the Administrative Agent;

(v) 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; and

(vi) 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.

[Remainder of Page Intentionally Left Blank]

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/ Douglas K. Carman

Name: Douglas K. Carman

Title: Senior Vice President

[Signature Page - Lender Acknowledgement Agreement]

INCREASING LENDER

FLAGSTAR BANK, FSB

By: /s/ Jerry C. Schillaci

Name: Jerry C. Schillaci

Title: Vice President

[Signature Page - Lender Acknowledgement Agreement]

SCHEDULE I

COMMITMENTS
(After giving effect to this Agreement)

LENDER	INCREASE ALLOCATION	COMMITMENT	PRO-RATA SHARE
WELLS FARGO BANK, NATIONAL ASSOCIATION	\$0	\$65,000,000	16.250000000000%
FIFTH THIRD BANK	\$0	\$65,000,000	16.250000000000%
FLAGSTAR BANK, FSB	\$15,000,000	\$45,000,000	11.250000000000%
DEUTSCHE BANK AG, New York Branch	\$0	\$40,000,000	10.000000000000%
JPMORGAN CHASE BANK, N.A.	\$0	\$30,000,000	7.500000000000%
BBVA COMPASS	\$0	\$25,000,000	6.250000000000%
CADENCE BANK, N.A.	\$0	\$25,000,000	6.250000000000%
ZB, N.A. DBA AMEGY BANK	\$0	\$25,000,000	6.250000000000%
TEXAS CAPITAL BANK, NATIONAL ASSOCIATION	\$0	\$25,000,000	6.250000000000%
CHANG HWA COMMERCIAL BANK, LTD., New York Branch	\$0	\$20,000,000	5.000000000000%
CREDIT SUISSE AG, Cayman Islands Branch	\$0	\$15,000,000	3.750000000000%
TAIWAN COOPERATIVE BANK, LTD., acting through its Los Angeles Branch	\$0	\$15,000,000	3.750000000000%
ACADEMY BANK, N.A.	\$0	\$5,000,000	1.250000000000%
TOTALS		\$400,000,000	100.000000000000%

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) Subsidiary Guaranty (as defined in the Credit Agreement defined in the Agreement), (ii) Hazardous Materials Indemnity Agreement (as defined in the Credit Agreement defined in the Agreement), and (iii) each of the 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.

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 February 28, 2017. **GUARANTORS:**

LGI HOMES-PRESIDENTIAL GLEN, LLC
LGI HOMES - FW, LLC
LGI HOMES-TEXAS, LLC
LGI HOMES - E SAN ANTONIO, LLC
LGI HOMES - WINDMILL FARMS, LLC
LGI HOMES - FLORIDA, LLC
LGI HOMES - SUNRISE MEADOW, LLC
LGI HOMES CORPORATE, LLC
LGI HOMES AZ SALES, LLC
LGI HOMES - NC, LLC
LGI HOMES - SC, LLC
LGI HOMES - TENNESSEE, LLC
LGI HOMES - WASHINGTON, LLC
LGI HOMES AZ CONSTRUCTION, LLC
LGI HOMES - GLENNWILDE, LLC
LGI HOMES - ARIZONA, LLC
LGI HOMES - GEORGIA, LLC
LGI HOMES - NEW MEXICO, LLC
LGI HOMES NM CONSTRUCTION, LLC
LGI HOMES - COLORADO, LLC
LGI HOMES - OREGON, LLC
LGI HOMES - MAPLE LEAF, LLC
LGI HOMES AVONDALE, LLC
LGI HOMES - STERLING LAKES PARTNERS, LLC
LGI CROWLEY LAND PARTNERS, LLC
LGI HOMES - MAPLE PARK, LLC
LGI HOMES-SONTERRA, LLC
LGI HOMES - BLUE HILLS, LLC
LGI HOMES - KRENSON WOODS, LLC
LGI HOMES - OAK HOLLOW PHASE 6, LLC
LUCKEY RANCH PARTNERS, LLC
LGI HOMES SERVICES, LLC
LGI HOMES - ALABAMA, LLC
LGI HOMES - MINNESOTA, LLC
LGI HOMES - NEVADA, LLC
LGI HOMES - OKLAHOMA, LLC

By: LGI Homes Group, LLC,
its Manager

By: /s/ Eric T. Lipar

Name: Eric T. Lipar

Title: Manager

[Signatures Continued on Next Page]
[Signature Page - Consent and Reaffirmation]

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