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**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): December 28, 2016

**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 December 28, 2016, LGI Homes, Inc. (the “Company”) entered into a Lender Addition and Acknowledgement Agreement dated as of December 28, 2016 (the “Lender Addition Agreement”) with Texas Capital Bank, National Association 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 \$360.0 million to \$385.0 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 Lender Addition Agreement, each of the Company’s subsidiaries that is a party to the Subsidiary Guaranty (i) consented to the execution and delivery of the Lender Addition 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 Addition 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 Addition and Acknowledgement Agreement dated as of December 28, 2016 by and among LGI Homes, Inc., Wells Fargo Bank, National Association, as administrative agent, and Texas Capital Bank, National Association.

## 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: January 4, 2016

By: /s/ Eric T. Lipar

Eric T. Lipar

Chief Executive Officer and Chairman of the Board

## INDEX TO EXHIBITS

<u>Exhibit Number</u>	<u>Description</u>
10.1	Lender Addition and Acknowledgement Agreement dated as of December 28, 2016 by and among LGI Homes, Inc., Wells Fargo Bank, National Association, as administrative agent, and Texas Capital Bank, National Association.

**LENDER ADDITION AND ACKNOWLEDGEMENT AGREEMENT**

THIS LENDER ADDITION AND ACKNOWLEDGEMENT AGREEMENT dated as of December 28, 2016 (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 Texas Capital Bank, National Association (the "Additional 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 (as heretofore amended and may be further amended, modified, supplemented, 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 Additional Lender has agreed to become a Lender under the Credit Agreement and provide a Revolving Commitment in connection therewith.

**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 Additional Lender has agreed to provide a commitment to increase the Revolving Commitment by TWENTY-FIVE MILLION DOLLARS AND 00/100 (\$25,000,000) for an aggregate Revolving Commitment of THREE HUNDRED EIGHTY-FIVE MILLION AND 00/100 DOLLARS (\$385,000,000). 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. Each of the Administrative Agent and the Borrower agrees that, as of the date hereof, the Additional Lender shall (a) be a party to the Credit Agreement and the other Loan Documents, (b) be a "Lender" for all purposes of the Credit Agreement and the other Loan Documents and (c) have the rights and obligations of a Lender under the Credit Agreement and the other Loan Documents.

5. The address of the Additional Lender for purposes of all notices and other communications is as set forth on the Administrative Questionnaire delivered by the Additional Lender to the Administrative Agent.

6. 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.

7. 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.

8. 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.

9. 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 Additional 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 Additional 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

[Signature Page - Lender Addition and Acknowledgement Agreement]

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 Addition and Acknowledgement Agreement]

ADDITIONAL LENDER

**TEXAS CAPITAL BANK, NATIONAL  
ASSOCIATION**

By: /s/Carolynn Alexander

Name: Carolynn Alexander

Title: Senior Vice President

[Signature Page - Lender Addition and Acknowledgement Agreement]



**SCHEDULE I**

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

<b>LENDER</b>	<b>INCREASE ALLOCATION</b>	<b>COMMITMENT</b>	<b>PRO-RATA SHARE</b>
WELLS FARGO BANK, NATIONAL ASSOCIATION	\$0	\$65,000,000	16.883116883117%
FIFTH THIRD BANK	\$0	\$65,000,000	16.883116883117%
DEUTSCHE BANK AG, New York Branch	\$0	\$40,000,000	10.389610389610%
FLAGSTAR BANK, FSB	\$0	\$30,000,000	7.792207792208%
JPMORGAN CHASE BANK, N.A.	\$0	\$30,000,000	7.792207792208%
BBVA COMPASS	\$0	\$25,000,000	6.493506493506%
CADENCE BANK, N.A.	\$0	\$25,000,000	6.493506493506%
ZB, N.A. DBA AMEGY BANK	\$0	\$25,000,000	6.493506493506%
TEXAS CAPITAL BANK, NATIONAL ASSOCIATION	\$25,000,000	\$25,000,000	6.493506493506%
CHANG HWA COMMERCIAL BANK, LTD., New York Branch	\$0	\$20,000,000	5.194805194805%
CREDIT SUISSE AG, Cayman Islands Branch	\$0	\$15,000,000	3.896103896104%
TAIWAN COOPERATIVE BANK, LTD., acting through its Los Angeles Branch	\$0	\$15,000,000	3.896103896104%
ACADEMY BANK, N.A.	\$0	\$5,000,000	1.298701298701%
<b>TOTALS</b>		<b>\$385,000,000</b>	<b>100.000000000000%</b>

## CONSENT AND REAFFIRMATION

Each of the undersigned (individually and collectively, "Guarantor") (a) acknowledges receipt of the foregoing Lender Addition and Acknowledgment 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.

[Signatures on Following Page]

Dated as of December 28, 2016:

**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**

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