
**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 31, 2015

LSB INDUSTRIES, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-7677
(Commission
File Number)

73-1015226
(I.R.S. Employer
Identification No.)

**16 South Pennsylvania Avenue,
Oklahoma City, Oklahoma 73107**

Registrant's telephone number, including area code: (405) 235-4546

Not Applicable

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

Resignation of Senior Vice President, General Counsel and Secretary

Effective as of December 31, 2015, LSB Industries, Inc. (the “Company”) received notice from Mr. David M. Shear of his resignation as Senior Vice President, General Counsel and Secretary of the Company as well as from all other positions currently held as officer, director, trustee or any position with subsidiaries or affiliates of the Company. Mr. Shear’s resignation did not involve any disagreement with the Board of Directors of the Company (the “Board”), the Company or its management on any matter relating to the Company’s operations, policies or practices.

As a result of this notice, the Company and Mr. Shear entered into a severance and release agreement (the “Severance Agreement”), which provides: (i) Mr. Shear severance payments totaling \$310,000, subject to his execution and non-revocation of a release, to be paid over a twelve-month period beginning January 15, 2016 and (ii) the Company will pay \$7,131.24 to Mr. Shear as a COBRA supplement payment, (iii) the Company will pay \$11,923 for unused vacation, (iv) the Company will transfer to Mr. Shear the Company vehicle he is currently using for business purposes, and (v) the Company will continue to pay for Mr. Shear’s officer and director liability policy covering any claim which may arise as a result of Mr. Shear’s former employment with the Company, its affiliates or subdivisions. The Severance Agreement also contains a confidentiality provision that generally requires Mr. Shear to keep confidential all non-public Company information for a period of twenty-four (24) months.

On December 31, 2015, the Company and Mr. Shear also entered into a consulting agreement (the “Consulting Agreement”), pursuant to which Mr. Shear will provide consulting services to the Company in connection with legal, insurance and other matters. In return for Mr. Shear’s services, the Company will pay Mr. Shear \$275 per hour, as invoiced by Mr. Shear monthly. The Consulting Agreement will terminate upon the completion of the projects for which Mr. Shear’s services are required, unless extended by the Company at the Company’s option. The Consulting Agreement may be terminated by the Company at any time without notice or by Mr. Shear at any time with at least fifteen (15) days’ written notice to the Company.

The foregoing descriptions of the Severance Agreement and the Consulting Agreement are only summaries, do not purport to be complete, and are qualified in their entirety by reference to the Severance Agreement, which is filed as Exhibit 10.1 hereto and incorporated herein by reference, and the Consulting Agreement, which is filed as Exhibit 10.2 hereto and incorporated by reference, respectively.

Restricted Stock Agreements

On December 31, 2015, the Compensation Committee (the “Committee”) of the Board approved the form of restricted stock agreement (the “Form Restricted Stock Agreement”) to be used in connection with the grant of restricted shares of the Company’s common stock, par value \$0.10 per share (the “Restricted Stock”) to the Company’s employees pursuant to the LSB Industries, Inc. 2008 Stock Incentive Plan.

The Form Restricted Stock Agreement provides, among other things, that:

- all shares of Restricted Stock shall automatically vest in full upon a sale of the facility at which the employee works;
- all shares of Restricted Stock shall automatically vest in full upon a sale of the business unit in which the employee works;
- all shares of Restricted Stock shall automatically vest in full upon a Change in Control of the Company (as defined in the Form Restricted Stock Agreement);
- all shares of Restricted Stock shall automatically vest in full upon a termination of employment by the Company without cause (as defined in the Form Restricted Stock Agreement); and
- a pro-rata portion of Restricted Stock shall automatically vest upon a termination of employment by reason of death or disability.

The foregoing description of the Form Restricted Stock Agreement is qualified in its entirety by reference to the Form Restricted Stock Agreement which is filed as Exhibit 10.3 hereto and incorporated by reference.

Item 9.01 Financial Statements and Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Severance and Release Agreement by and between LSB Industries, Inc. and David M. Shear, dated as of December 31, 2015.
10.2	Consulting Agreement by and between LSB Industries, Inc. and David M. Shear, dated as of December 31, 2015.
10.3	Form of Restricted Stock Agreement of LSB Industries, Inc.

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: January 7, 2016

LSB INDUSTRIES, INC.

By: _____ /s/ Mark T. Behrman
Name: Mark T. Behrman
Title: Executive Vice President of Finance and Chief
Financial Officer

EXHIBIT INDEX

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10.3	Form of Restricted Stock Agreement of LSB Industries, Inc.

SEVERANCE AND RELEASE AGREEMENT

This Severance and Release Agreement (this “Agreement”) is entered by and between David M. Shear (“Executive”) and LSB Industries, Inc. (the “Company”) (collectively, the “Parties”), effective as of December 31, 2015 (“Termination Date”).

WHEREAS, Executive has resigned from employment with the Company effective December 31, 2015;

WHEREAS, the parties have agreed to terms of severance benefits in exchange for a release of claims in a form agreeable to the Company;

WHEREAS, this Agreement sets forth the Parties’ expectations and agreements with respect to the severance benefits and the release of claims; and,

WHEREAS, in exchange for the severance benefits, Executive desires to release any and all claims whatsoever, known or unknown, that he has or may have against the Company, its affiliated entities, and all those entities’ employees and representatives, as explained more fully below.

NOW, THEREFORE, in exchange for the promises made by one another in this Agreement, which both parties acknowledge to be valuable promises sufficient to justify the promises of the other, the Parties agree as follows:

1. Resignation. Effective on the Termination Date the employment relationship between the Company and Executive will be terminated, and the Company will be relieved of Executive’s duties in all respects. Executive resigns from any position as an officer of the Company and as a director, officer, manager, partner or similar position of each subsidiary or affiliate of the Company.

2. Severance Payments to Executive; Other Consideration.

(a) The Company agrees to pay to Executive a severance payment in the total amount of \$310,000 (the “Severance Payment”). The payment shall be made to Executive in installments on the 15th of the month as follows;

January, 2016	\$ 25,833
February, 2016	\$ 25,833
March, 2016	\$ 25,834
April, 2016	\$ 0
May, 2016	\$ 0
June, 2016	\$ 0
July, 2016	\$103,334
August, 2016	\$ 25,833
September, 2016	\$ 25,833
October, 2016	\$ 25,833
November, 2016	\$ 25,834
December, 2016	\$ 25,833

provided Executive executes this Agreement and the accompanying General Release, and Executive does not exercise his statutory right to rescind this Agreement and the General Release attached as Exhibit A. In the event of Executive's death payment will be made to his estate or designee.

(b) The Company will pay to Executive a lump sum payment of \$7,131.24 on or before January 15, 2016, which shall be referred to as "COBRA Supplement".

(c) The Company will transfer to Executive without charge the 2015 Lexus ES 350 (VIN #####) that he is currently using for business purposes.

(d) All payments shall be subject to withholding for applicable taxes and other ordinary payroll deductions.

(e) The Company will continue to pay for Executive's officers and director's liability policy covering any claim which may arise as a result of his former employment with the Company, its affiliates or subdivisions.

(f) The Company will pay to Executive for two weeks of earned but unused vacation in the amount of \$11,923 on or before January 15, 2016.

(g) Executive will be reimbursed for business expenses incurred during his employment within 14 days of submission of documentation requesting reimbursement in a form compliant with Company policies. Such request for reimbursement shall be submitted on or before February 1, 2016.

3. Representation Regarding Severance Obligations. By signing this Agreement and/or accepting any payment pursuant to this Agreement, Executive is expressly acknowledging that no other payments, whether salary, bonus, expenses or otherwise, remain unidentified and payable except for the Severance Payments. Specifically, Executive acknowledges that as a result of his resignation, any benefit otherwise payable under the Nonqualified Benefit Agreement dated January 1, 1992 and amended April 1, 1993 and December 17, 2008 shall become null and void on the last day of employment, and such agreement shall terminate with no further payment obligations to the Executive or his beneficiaries pursuant to the terms of Section 6 of such agreement. Executive also agrees that his outstanding equity awards which have not been exercised on or before the Termination Date will be forfeited regardless of whether such awards are vested or unvested.

4. General Release. As a condition to receiving the Severance Payment and the COBRA supplement above, Executive will return an executed copy of this Agreement and the attached General Release within twenty-one (21) days of the date of this Agreement. By signing this Agreement, Executive is agreeing that once seven (7) days have passed from the date he signs the Release, he will not attempt to revoke or rescind the General Release at any time in the future. In addition, Executive is representing that he fully understands the terms of this Agreement and the General Release and that he has had an opportunity to seek legal advice regarding the General Release and this Agreement, if he desires to do so, before signing these documents. Executive is also representing to the Company that he has not commenced any action or filed any administrative charge or complaint against the Company in regard to his

employment between the Termination Date and the date he signs the Agreement and General Release. In the event a change of control (as defined under Section 409A of the Internal Revenue Code of 1986, as amended), any installments that are unpaid will be paid in a lump sum on the later of July 15, 2016 or the effective date of the change of control.

5. Requests to Provide Information and Future Activities and Litigation Assistance. At any time in the future, if Executive receives any subpoena or court order to testify or provide information regarding the Company or his past employment with the Company, Executive will notify the Company at 16 South Pennsylvania Avenue, P.O. Box 754, Oklahoma City, Oklahoma 73107, Attn: President in writing within five (5) days of receipt or by email to an address designated by the Company within twenty-four (24) hours if the subpoena or court order requires compliance sooner than five (5) days. Further, Executive will not be employed or otherwise act as an expert witness or consultant, or in any similar paid capacity in any litigation, arbitrations, administrative proceedings, governmental inquiries, external investigations or hearings involving the Company. Upon reasonable notice, Executive will continue to cooperate with and assist the Company and its representatives and attorneys as requested with respect to any litigation, arbitrations, administrative proceedings, governmental inquiries, investigations (both internal and external) or any other matters concerning or relating to the above by being available for interviews, depositions and/or testimony in regard to any matters in which he is or has been involved or with respect to which he has relevant information without the need for a subpoena. If Executive is required to testify at deposition and/or trial, Executive will be paid compensation for his preparation and appearance time in an amount agreed upon by Executive and Company.

6. Confidentiality of Information. Executive agrees that, except with the prior written consent of the Company or if previously publically disclosed by the Company, he will not, at any time after the date of this Agreement, make any independent use of or disclose to any other person or organization, including any governmental agency, the terms and provisions of this Agreement and the discussions surrounding it, as well as any of the Company's confidential, proprietary information or trade secrets, for a period of twenty-four (24) months following the Termination Date; provided that this provision does not bar disclosure of (1) information in the public domain; (2) information required to be disclosed by law, rule, or regulation; and (3) information previously disclosed to a third-party by the Company who in turn discloses the information to Executive. This shall apply to any information which is of a special and unique value and includes, without limitation, both written and unwritten information relating to operations and marketing; business planning and strategies; finance; accounting; costs of providing service; operating and maintenance costs; and pricing matters. This obligation regarding the Company's confidential, proprietary information or trade secrets is in addition to, but does not replace, any prior agreement between Executive and the Company regarding confidentiality. This paragraph does not prohibit Executive from reporting possible violations of federal and/or state law or regulation to any governmental agency or entity, including, but not limited to the Department of Justice, the Securities and Exchange Commission, Congress or any agency Inspector General and/or the Equal Employment Opportunity Commission (or a similar fair employment practices agency of Executive's State of residence or employment) or with other similarly situated employees. Subject to applicable law, Executive covenants and agrees that Executive shall not in any way publicly disparage, call into disrepute, or otherwise defame or slander the Company or any of its subsidiaries, in any manner that would materially damage

the business or reputation of the Company or any of its subsidiaries. The Company covenants and agrees, on behalf of itself and its subsidiaries, that neither the Company, any of its subsidiaries nor any of the officers or directors of the Company or any of its subsidiaries shall in any way publicly disparage, call into disrepute, or otherwise defame or slander Executive. Nothing in this Section 8 shall preclude or restrict Executive or the Company or any of the subsidiaries of the Company from making truthful statements, or the Executive's retention of documents that he is required to retain or disclose in his capacity as an employee of the Company, including, without limitation, those that are required by applicable law, regulation or in connection with a legal process or proceeding, and making of such statements shall not be in violation of this Section.

7. Additional Warranties. Executive represents and warrants that as of this date he has suffered no work related injury with the Company and that he will not file a claim for worker's compensation benefits arising from any incident occurring as of the date of this Agreement. Executive further represents that this is an individually-negotiated severance agreement as contemplated by the federal Older Worker Benefit Protection Act and that Executive is not, and will not hereafter assert that he is, entitled to any greater consideration period or other information in connection with his waiver of rights under the Age Discrimination in Employment Act that he has received in this Agreement and the General Release, including the Notice.

8. Severability. Executive and the Company agree that if any portion of this Agreement or the General Release or the application of their terms to any person or circumstance or claim is determined, to any extent, to be invalid or unenforceable, the remainder of this Agreement and the General Release, or the application of such terms to any other persons, circumstances or claims shall not be affected and that this Agreement and General Release shall continue to be valid and enforceable to the fullest extent permitted by law.

9. Attorneys. Executive acknowledges that this Agreement is a binding legal document with legal consequences, and that the Company has suggested that he, within the time limits identified above, and to the extent he deems necessary or appropriate, seek competent legal counsel to determine the legal effect of this Agreement, at his own expense.

10. Transition of Business and Future Activities. Upon receipt of reasonable notice, Executive agrees that he shall cooperate with and assist the Company in the transition of any ongoing projects or other job duties or responsibilities, and take all reasonable steps to ensure that the Company's interests are not adversely affected due to the termination of the Parties' employment relationship. Upon reasonable notice, Executive shall make himself available to the Company and the Company's attorneys, without the necessity of a subpoena or other process, in connection with any pending or future matter about which he may have relevant information or regarding which he had direct involvement because of his prior employment with the Company. Executive will be compensated for services provided to Company on or after January 1, 2016 pursuant to the terms of the Independent Contractor's Agreement between Executive and the Company dated December 31, 2015.

11. Return of Company Property. Executive agrees to return Company property, including but not limited to, any and all originals and/or paper or electronic copies of documents or data related to the business of the Company (or its related persons or entities), computer files, laptop computers, building keys, and the like, with the exception of automobile currently provided by the Company for Executive's business use that will be transferred to Executive under Section 2(c).

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its choice of law provisions.

13. Amendments. The Agreement may be amended only by the written agreement signed by both Executive and a duly authorized representative of the Company.

14. Section 409A. It is intended that this Agreement comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), the Treasury regulations and other guidance promulgated or issued thereunder ("Section 409A"), to the extent that the requirements of Section 409A are applicable thereto, and after application of all available exemptions, including but not limited to, the "short-term deferral rule" and the "involuntary separation pay plan exception," and the provisions of this Agreement shall be construed in a manner consistent with that intention. Any provision required for compliance with Section 409A that is omitted from this Agreement shall be incorporated herein by reference and shall apply retroactively, if necessary, and be deemed a part of this Agreement to the same extent as though expressly set forth herein. To the extent Section 409A is determined to apply to this Agreement, any reference to the Executive's termination of employment will mean a cessation of the employment relationship between the Executive and the Company which constitutes a "separation from service" as determined in accordance with Section 409A. If Executive is deemed on the date of termination to be a "specified employee," within the meaning of that term under Section 409A(a)(2)(B) of the Code and using the identification methodology selected by the Company from time to time, or if none, the default methodology, then with regard to any payment or the providing of any benefit made under this Agreement, to the extent required to be delayed in compliance with Section 409A(a)(2)(B) of the Code, and any other payment or the provision of any other benefit that is required to be delayed in compliance with Section 409A(a)(2)(B) of the Code, such payment or benefit shall not be made or provided prior to the earlier of (i) the expiration of the six-month period measured from the date of Executive's "separation from service" or (ii) the date of death. On the first day of the seventh month following the date of "separation from service," or if earlier, on the date of death, all payments delayed pursuant to this subparagraph and Section 409A (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

In addition, for purposes of applying the provisions of Section 409A to this Agreement, each separately identified amount to which an Executive is entitled under this Agreement shall be treated as a separate payment within the meaning of Section 409A, and any series of installment payments under this Agreement, including installment payments set forth in Section 2(a), shall be treated as a right to a series of separate payments under Section 409A, including Treas. Reg. Section 1.409A-2(b)(2)(iii). The Company shall not have any liability to Executive with respect to tax obligations that result under any tax law and makes no representation with respect to the tax treatment of the payments and/or benefits provided under this Agreement.

15. Successors.

(a) Company's Successors. No rights or obligations of the Company under this Agreement may be assigned or transferred except that the Company will require any successor (whether direct or indirect, by purchase, merger, reorganization, sale, transfer of stock, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no succession had taken place. As used in this Agreement, "Company" means the Company as herein defined, and any successor to its or the Company's business and/or assets (by merger, purchase or otherwise) which executes and delivers the agreement provided for in this Section 15 or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

(b) Executive's Successors. No rights or obligations of Executive under this Agreement may be assigned or transferred by Executive other than his rights to payments or benefits under this Agreement, which may be transferred only by will or the laws of descent and distribution. Upon Executive's death, this Agreement and all rights of Executive under this Agreement shall inure to the benefit of and be enforceable by Executive's beneficiary, or personal or legal representatives, or estate, to the extent any such person succeeds to Executive's interests under this Agreement. In the event of Executive's death or a judicial determination of his incompetence, reference in this Agreement to Executive shall be deemed, where appropriate, to refer to his estate or other legal representative(s). If Executive should die following his date of termination while any amounts would still be payable to him under this Agreement if he had continued to live, unless otherwise provided, all such amounts shall be paid in accordance with the terms of this Agreement to his beneficiary or personal or legal representatives or estate.

[REMAINDER OF PAGE INTENTIONALLY BLANK.]

The Parties to this Agreement have read the foregoing agreement and fully understand each and every provision contained herein. The Parties agree that this Agreement, together with the General Release, constitutes the entire agreement between Executive and the Company, except for the terms and provisions of his Employment Agreement that remain in full force and effect. The Parties have executed this Agreement on the dates shown below.

EXECUTIVE

/s/ David M. Shear
David M. Shear

Dated: December 30, 2015

COMPANY

LSB INDUSTRIES, INC.

By: /s/ Daniel D. Greenwell
Daniel D. Greenwell
President/CEO

Dated: December 31, 2015

EXHIBIT A

GENERAL RELEASE

NOTICE. Various laws, including Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Pregnancy Discrimination Act of 1978, the Equal Pay Act, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans With Disabilities Act, the Employee Retirement Income Security Act and the Veterans Reemployment Rights Act (all as amended from time to time), prohibit employment discrimination based on sex, race, color, national origin, religion, age, disability, eligibility for covered employee benefits and veteran status. You may also have rights under laws such as the Older Worker Benefit Protection Act of 1990, the Worker Adjustment and Retraining Act of 1988, the Fair Labor Standards Act, the Family and Medical Leave Act, the Occupational Safety and Health Act and other federal, state and/or municipal statutes, orders or regulations pertaining to labor, employment and/or employee benefits. These laws are enforced through the United States Department of Labor, including the Equal Employment Opportunity Commission, and various state and municipal labor departments, fair employment boards, human rights commissions and similar agencies.

The federal Older Worker Benefit Protection Act requires that you have at least twenty-one (21) days, if you want it, to consider whether you wish to sign a release such as this one in connection with a special, individualized severance package. You have until the close of business twenty-one (21) days from the date you receive this General Release to make your decision. You may not sign this General Release until, at the earliest, your official date of separation from employment.

BEFORE EXECUTING THIS GENERAL RELEASE YOU SHOULD REVIEW THESE DOCUMENTS CAREFULLY AND CONSULT WITH YOUR ATTORNEY.

You may revoke this General Release within seven (7) days after you sign it and it shall not become effective or enforceable until that revocation period has expired. If you do not accept the severance package and sign and return this General Release, or if you exercise your right to revoke the General Release after signing it, you will not be eligible for the special, individualized severance package. Any revocation must be in writing and must be received by LSB Industries, Inc., 16 South Pennsylvania Avenue, P.O. Box 754, Oklahoma City, OK 73107, Attn: President within the seven-day period following your execution of this General Release.

GENERAL RELEASE

In consideration of the special, individualized severance package offered to me by LSB Industries, Inc., I hereby release and discharge LSB Industries, Inc. and its predecessors, successors, affiliates, parent, subsidiaries and partners and each of those entities' employees, officers, directors and agents (hereafter collectively referred to as the "Company") from all claims, liabilities, demands, and causes of action, known or unknown, fixed or contingent, which I may have or claim to have against the Company either as a result of my past employment with the Company and/or the severance of that relationship and/or otherwise, and hereby waive any and all rights I may have with respect to and promise not to file a lawsuit to assert any such claims, provided that nothing contained in this General Release shall constitute a release of the Company from any obligations it may have to the undersigned (a) this Severance and Release Agreement,; or (b) relating to any rights of indemnification and/or defense under the Company's certificate of incorporation, bylaws, or coverage under officers and directors insurance.

This General Release includes, but is not limited to, claims arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Pregnancy Discrimination Act of 1978, the Equal Pay Act, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans With Disabilities Act, the Employee Retirement Income Security Act or 1974 and the Veterans Reemployment Rights Act (all as amended from time to time). This General Release also includes, but is not limited to, any rights I may have under the Older Workers Benefit Protection Act of 1990, the Worker Adjustment and Retraining Act of 1988, the Fair Labor Standards Act, the Family and Medical Leave Act, the Occupational Safety and Health Act and any other federal, state and/or municipal statutes, orders or regulations pertaining to labor, employment and/or employee benefits. This General Release also applies to any claims or rights I may have growing out of any legal or equitable restrictions on the Company's rights not to continue an employment relationship with its employees, including any express or implied employment contracts, and to any claims I may have against the Company for fraudulent inducement or misrepresentation, defamation, wrongful termination or other retaliation claims in connection with workers' compensation or alleged "whistleblower" status or on any other basis whatsoever.

It is specifically agreed, however, that this General Release does not have any effect on any rights or claims I may have against the Company which arise after the date I execute this General Release.

I have carefully reviewed and fully understand all the provisions of the Agreement and General Release, including the foregoing Notice. I have not relied on any representation or statement, oral or written, by the Company or any of its representatives, which is not set forth in those documents.

Except as noted above, the Agreement and this General Release, including the foregoing Notice, set forth the entire agreement between me and the Company with respect to this subject. I understand that my receipt and retention of the separation benefits covered by the Agreement are contingent not only on my execution of this General Release, but also on my with my obligations that survive and continue in effect in accordance with this Agreement. I acknowledge that the Company gave me twenty-one (21) days to consider whether I wish to accept or reject the

separation benefits I am eligible to receive under the Agreement in exchange for this General Release. I also acknowledge that the Company advised me to seek independent legal advice as to these matters, if I chose to do so. I hereby represent and state that I have taken such actions and obtained such information and independent legal or other advice, if any, that I believed were necessary for me to fully understand the effects and consequences of the Agreement and General Release prior to signing those documents.

Dated this 30th day of December, 2015.

/s/ David M. Shear

David M. Shear

**AGREEMENT BETWEEN LSB INDUSTRIES, INC.
AND
DAVID M. SHEAR**

Agreement is hereby made between the Client and Independent Contractor set forth below according to the following terms, conditions, and provisions:

1. **IDENTITY OF CLIENT** - "Client". Client is identified as follows:
Name: LSB Industries, Inc.
Address: 16 South Pennsylvania Avenue
Oklahoma City, Oklahoma 73107
Telephone: (405) 235-4546
E-mail: dgreenwell@lsbindustries.com
Contact: Dan Greenwell
2. **IDENTITY OF INDEPENDENT CONTRACTOR** - "IC." The Independent Contractor (hereafter "IC") is identified as follows:
Name: David M. Shear
Address: 12913 Castlerock Court
Oklahoma City, Oklahoma 73142
Telephone: (405) 823-7007
3. **JOB TO BE PERFORMED.** IC agrees to perform the services set forth below. Changes to the services shall be agreed upon by Client and IC. IC shall be solely responsible for determining the manner in which services are performed pursuant to this agreement, the sole interest of Client being to ensure that IC's work product conforms to Client's requirements.
Purpose of Work. Consulting services in connection with legal, insurance, and other matters as needed by Client. It is anticipated that Client will require up to 160 hours of IC's services between January 1, 2016 and July 1, 2016. IC agrees that he has the capacity to facilitate these expectations.
4. **FACILITIES.** Client will provide the following facilities for the use of IC in the performance of its services: office space and computer equipment necessary to perform the services required by Client. Upon termination of this agreement for any cause or reason, IC shall promptly vacate and return to Client all facilities and property of Client used by it in the performance of its services under this agreement.
5. **SERVICE PAY AND TERMS OF PAYMENT.** Client shall pay IC \$275 per hour. IC shall invoice Client monthly with fifteen (15) day payment terms.
6. **REIMBURSEMENT OF EXPENSES.** Client shall reimburse IC for ordinary and reasonable business related travel and out-of-pocket expenses associated with performance of the services. IC will submit invoices and receipts for all travel and incidental costs along with project invoices. Expenses that are not ordinary and reasonable shall be subject to pre-approval by Client.

7. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** No federal income tax, state income tax, local income tax, or payroll tax of any kind shall be withheld or paid by Client on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
8. **NOTICE TO IC REGARDING ITS TAX DUTIES AND LIABILITIES.** IC understands that IC is responsible to pay, according to law, IC's income tax. If IC is not a corporation, IC further understands that IC may be liable for self-employment (social security) tax, to be paid by IC according to law.
9. **FRINGE BENEFITS.** Because IC is engaged in IC's own independently established business, IC is not eligible for, and shall not participate in, any employee pension, health, or other fringe or employee benefit plan, of Client.
10. **EMPLOYEES.** IC shall be solely responsible for the payment of all salaries, wages, benefits and other compensation of every kind to its employees, and for the withholding of income tax and the deduction and payment of all state and federal payroll taxes, deductions and contributions with respect to such employees. IC shall indemnify Client and hold it harmless against any claim or liability for any such payment, withholding, deduction or contribution.
11. **CLIENT NOT RESPONSIBLE FOR WORKERS' COMPENSATION.** No workers' compensation insurance shall be obtained by Client concerning IC or the employees of IC, and IC shall maintain workers' compensation insurance for its employees as required by law.
12. **CLIENT NOT RESPONSIBLE FOR INJURY OR LOSS.** Client shall not be responsible for any injury or loss suffered by IC or any employee of IC. IC shall indemnify Client and hold it harmless against any claim or liability for any injury or loss.
13. **CLIENT NOT RESPONSIBLE FOR LIABILITY INSURANCE.** No liability insurance shall be obtained by Client concerning IC or the employees of IC.
14. **TERM OF AGREEMENT.** This agreement shall begin on January 1, 2016 and shall terminate at completion of the projects which require services unless the agreement is extended by Client at Client's option. Client may terminate this agreement effective immediately at any time without cause upon written notice to IC. IC may terminate this agreement by giving fifteen (15) days' written notice to Client.
15. **NON-WAIVER.** The failure of either party to exercise any of its rights under this agreement, for a breach thereof, shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

16. NO AUTHORITY TO BIND Client. IC has no authority to enter into contracts or agreements on behalf of Client. This agreement does not create a partnership between the parties.
17. DECLARATION OF INDEPENDENT CONTRACTOR. IC declares that IC has complied with all federal, state, and local laws regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this agreement.
18. CONFIDENTIALITY AND ASSIGNMENT AGREEMENT. IC shall sign a confidentiality and assignment agreement with Client, the consideration for which is hereby acknowledged as received and the terms of which are incorporated herein by reference.
19. CHOICE OF LAW. Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Oklahoma.
20. SEVERABILITY. If any part of this agreement shall be held, unenforceable, the rest of this agreement will nevertheless remain in full force and effect.
21. AMENDMENTS. This agreement may be supplemented, amended or revised only in writing by agreement of the parties.
22. SEVERANCE AND RELEASE AGREEMENT. This agreement shall not modify or affect the Severance and Release Agreement effective as of December 31, 2015 between the Client and IC.

EXECUTED AND EFFECTIVE the 31 day of December, 2015.

LSB INDUSTRIES, INC.

By: /s/ Daniel D. Greenwell

Name: Daniel D. Greenwell

Title: President/CEO

/s/ David M. Shear

David M. Shear, individually

LSB INDUSTRIES, INC.
(2008 Stock Incentive Plan)

FORM OF
RESTRICTED STOCK AGREEMENT

THIS RESTRICTED STOCK AGREEMENT (this “**Agreement**”) is effective as of [____] (the “**Grant Date**”), by and between LSB INDUSTRIES, INC., a Delaware corporation (the “**Company**”), and [____] (the “**Participant**”). For valuable consideration, the Company and Participant agree as follows.

1. Background. The Participant is an employee, officer or director of the Company or an Affiliate, whom the Compensation Committee of the Board of Directors of the Company (“**Committee**”) has selected to receive an award under the Company’s 2008 Stock Incentive Plan (as may be amended from time to time, the “**Plan**”). The purpose of the award is to retain and motivate the Participant by providing the Participant the opportunity to acquire a proprietary interest in the Company and to link the Participant’s interests and efforts to the long-term interests of the Company’s shareholders.
2. Restricted Stock Grant. Subject to the terms of the Plan and of this Agreement, the Company hereby grants to the Participant [____] shares of the Company’s Common Stock, subject to certain restrictions thereon (the “**Restricted Stock**”).
3. Restrictions; Forfeiture. The Restricted Stock is restricted in that it may not be sold, transferred or otherwise alienated or hypothecated until the restrictions enumerated in this Agreement and the Plan are removed or expire as contemplated in Section 4 of this Agreement. The Restricted Stock is also restricted in the sense that it may be forfeited to the Company (the “**Forfeiture Restrictions**”). Except as otherwise provided in Section 4, if the Participant’s service relationship with the Company or any of its subsidiaries is terminated for any reason, then those shares of Restricted Stock for which the restrictions have not lapsed as of the date of termination shall become null and void and those shares of Restricted Stock shall be forfeited to the Company. The Restricted Stock for which the restrictions have lapsed as of the date of such termination shall not be forfeited to the Company. The Participant hereby agrees that if the Restricted Stock is forfeited, the Company shall have the right to deliver the Restricted Stock to the Company’s transfer agent for, at the Company’s election, cancellation or transfer to the Company.
4. Vesting.
 - 4.1 The restrictions on the Restricted Stock granted pursuant to this Agreement will expire and [____] of the Restricted Stock will become transferable, and nonforfeitable on [_____]; provided, however, that, except as otherwise provided in Section 4.2 of this Agreement, the Restricted Stock will vest on [_____] only if the Participant remains in the employ of or a service provider to the Company or its subsidiaries continuously from the Grant Date through the applicable vesting date.

4.2 Notwithstanding Section 4.1 of this Agreement, provided that (i) the Participant remains in the employ of or a service provider to the Company or its subsidiaries continuously from the Grant Date until immediately prior to the occurrence of any of the events listed below and (ii) the Participant holds Restricted Stock granted pursuant to this Agreement at such time, then:

- 4.2.1 all shares of Restricted Stock shall automatically vest in full upon a sale of the facility at which the Participant works;
- 4.2.2 all shares of Restricted Stock shall automatically vest in full upon a sale of the business unit in which the Participant works (e.g., Climate Control Business, Chemicals Business or Engineered Products Business);
- 4.2.3 all shares of Restricted Stock shall automatically vest in full upon a Change in Control of the Company (as defined below); or
- 4.2.4 all shares of Restricted Stock shall automatically vest in full upon a termination of the Participant's employment by the Company without Cause (as defined below).
- 4.2.5 a pro-rata portion of Restricted Stock shall automatically vest upon the Participant's termination of employment by reason of death or Disability with such pro-rata portion calculated by [_____].

The occurrence of any of the events listed in this Section 4.2 shall be determined by the Committee in its sole and absolute discretion.

5. Escrow of Restricted Stock. The Company shall evidence the Restricted Stock in the manner that it deems appropriate, including, without limitation, certifying the Restricted Stock or evidencing the Restricted Stock in book entry form, electronic or otherwise. The Company may issue in the Participant's name a certificate or certificates representing the Restricted Stock and retain that certificate or those certificates until the restrictions on such Restricted Stock expire, as contemplated in Section 4 of this Agreement, or the Restricted Stock is forfeited, as described in Section 3 of this Agreement. If the Company certifies the Restricted Stock, the Participant shall execute one or more stock powers in blank for those certificates and deliver those stock powers to the Company. The Company shall hold the Restricted Stock and the related stock powers pursuant to the terms of this Agreement, if applicable, until such time as (a) a certificate or certificates for the Restricted Stock are delivered to the Participant, (b) the Restricted Stock is otherwise transferred to the Participant free of restrictions, or (c) the Restricted Stock is canceled and forfeited pursuant to this Agreement.

6. Ownership of Restricted Stock. From and after the Grant Date, the Participant will be entitled to all the rights of absolute ownership of the Restricted Stock granted under this Agreement, including the right to vote those shares; provided, however, that any dividends paid by the Company with respect to the Restricted Stock prior to the expiration of the Forfeiture Restrictions shall be held in escrow by the Company and paid to the Participant, if at all, at the time the Forfeiture Restrictions expire on the Restricted Stock for which the dividend accrued; provided, further, that in no event shall dividends be settled later than 45 days following the date on which the Forfeiture Restrictions expire with respect to the Restricted Stock for which the

dividends were accrued. For purposes of clarity, if the Restricted Stock is forfeited by the Participant pursuant to the terms of this Agreement then the Participant shall also forfeit the dividends, if any, accrued with respect to such forfeited Restricted Stock. No interest will accrue on the dividends between the declaration and settlement of the dividends.

7. Delivery of Stock. Promptly following the expiration of the restrictions on the Restricted Stock as contemplated in Section 4 of this Agreement, the Company shall cause to be issued and delivered to the Participant or the Participant's designee a certificate or other evidence of the number of whole shares of Restricted Stock as to which restrictions have lapsed, free of any restrictive legend relating to the lapsed restrictions, upon receipt by the Company of any tax withholding as may be requested pursuant to Section 8 of this Agreement. The value of such Restricted Stock shall not bear any interest, and the Company shall not have any liability to the Participant other than to deliver the Restricted Stock and associated dividends, if any, because of to the passage of time or any delay in delivery.

8. Payment of Taxes. The Company may require the Participant to pay to the Company (or the Company's subsidiary if the Participant is an employee of a subsidiary of the Company), an amount the Company deems necessary to satisfy its (or its subsidiary's) current or future obligation to withhold federal, state and local income or other taxes that the Participant incurs as a result of the vesting of the Restricted Stock. With respect to any required tax withholding, the Participant may (a) direct the Company to withhold from the shares of Common Stock to be issued to the Participant under this Agreement the number of shares necessary to satisfy the Company's obligation to withhold taxes, which determination will be based on the shares' Fair Market Value at the time such determination is made; (b) deliver to the Company shares of Common Stock sufficient to satisfy the Company's tax withholding obligations, based on the shares' Fair Market Value at the time such determination is made; (c) deliver cash to the Company sufficient to satisfy its tax withholding obligations; or (d) satisfy such tax withholding through any combination of (a), (b) and (c). If the Participant desires to elect to use the stock withholding option described in subparagraph (a), the Participant must make the election at the time and in the manner the Company prescribes. If such tax obligations are satisfied under subparagraph (a) or (b), the maximum number of shares of Common Stock that may be so withheld or surrendered shall be the number of shares of Common Stock that have an aggregate Fair Market Value on the date of withholding or repurchase equal to the aggregate amount of such tax liabilities determined based on the greatest withholding rates for federal, state and local tax purposes, including payroll taxes, that may be utilized without creating adverse accounting treatment with respect to such Award. The Company, in its discretion, may deny the Participant's request to satisfy its tax withholding obligations using a method described under subparagraph (a), (b), or (d). In the event the Company determines that the aggregate Fair Market Value of the shares of Common Stock withheld as payment of any tax withholding obligation is insufficient to discharge that tax withholding obligation, then the Participant must pay to the Company, in cash, the amount of that deficiency immediately upon the Company's request.

9. Leave of Absence. With respect to the Restricted Stock, the Company may, in its sole discretion, determine that if the Participant is on leave of absence for any reason, the Participant

will be considered to still be in the employ of, or providing services to, the Company, provided that rights to the Restricted Stock during a leave of absence will be limited to the extent to which those rights were earned or vested when the leave of absence began.

10. Compliance with Securities Law. Notwithstanding any provision of this Agreement to the contrary, the issuance of Common Stock (including Restricted Stock) will be subject to compliance with all applicable requirements of federal, state, or foreign law with respect to such securities and with the requirements of any stock exchange or market system upon which the Common Stock may then be listed. No Common Stock will be issued hereunder if such issuance would constitute a violation of any applicable federal, state, or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Common Stock may then be listed. In addition, Common Stock will not be issued hereunder unless (i) a registration statement under the Securities Act, is at the time of issuance in effect with respect to the shares issued or (ii) in the opinion of legal counsel to the Company, the shares issued may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. **THE PARTICIPANT IS CAUTIONED THAT ISSUANCE OF UNRESTRICTED STOCK UPON THE VESTING OF RESTRICTED STOCK GRANTED PURSUANT TO THIS AGREEMENT MAY NOT OCCUR UNLESS THE FOREGOING CONDITIONS ARE SATISFIED.** The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of the Restricted Stock, or unrestricted Common Stock (upon vesting), will relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority has not been obtained. As a condition to any issuance hereunder, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect to such compliance as may be requested by the Company. From time to time, the Committee and appropriate officers of the Company are authorized to take the Securities Actions necessary and appropriate to file required documents with governmental authorities, stock exchanges, and other appropriate Persons to make shares of Common Stock available for issuance.

11. Certain Defined Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Plan. The following terms used in this Agreement will have the meanings ascribed below:

11.1 **"Change in Control"** means:

(i) A "change in the ownership of the Company" which shall occur on the date that any one person, or more than one person acting as a group, acquires ownership of stock in the Company that, together with stock held by such person or group, constitutes more than 50% of the total fair market value or total voting power of the stock of the Company; however, if any one person or more than one person acting as a group is considered to own more than 50% of the total fair market value or total voting power of the stock of the Company as of the Effective Date, the acquisition of additional stock by the same person or persons will not be considered a "change in the ownership of the Company" (or to cause a "change in the effective control of the Company" within the

meaning of paragraph (ii) below) and an increase of the effective percentage of stock owned by any one person, or persons acting as a group, as a result of a transaction in which the Company acquires its stock in exchange for property will be treated as an acquisition of stock for purposes of this paragraph; provided, further, however, that for purposes of this paragraph (i), any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any entity controlled by the Company shall not constitute a Change in Control. This paragraph (i) applies only when there is a transfer of the stock of the Company (or issuance of stock) and stock in the Company remains outstanding after the transaction; or

(ii) A “change in the effective control of the Company” which shall occur on the date that either (A) any one person, or more than one person acting as a group, acquires (or has acquired during the twelve month period ending on the date of the most recent acquisition by such person or persons) ownership of stock of the Company possessing 30% or more of the total voting power of the stock of the Company, except for any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any entity controlled by the Company; or (B) a majority of the members of the Board are replaced during any twelve-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of a “change in the effective control of the Company,” if any one person, or more than one person acting as a group, is considered to effectively control the Company within the meaning of this paragraph (ii), after the Effective Date, the acquisition of additional control of the Company by the same person or persons is not considered a “change in the effective control of the Company,” or to cause a “change in the ownership of the Company” within the meaning of paragraph (i) above; or

(iii) A “change in the ownership of a substantial portion of the Company’s assets” which shall occur on the date that any one person, or more than one person acting as a group, acquires (or has acquired during the twelve month period ending on the date of the most recent acquisition by such person or persons) assets of the Company that have a total gross fair market value equal to or more than 40% of the total gross fair market value of all the assets of the Company immediately prior to such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets. Any transfer of assets to an entity that is controlled by the stockholders of the Company immediately after the transfer, as provided in guidance issued pursuant to Code Section 409A, shall not constitute a Change in Control.

For purposes of the definition of Change in Control, the provisions of Section 318(a) of the Code regarding the constructive ownership of stock will apply to determine stock ownership; provided, that, stock underlying unvested options (including options exercisable for stock that is not substantially vested) will not be treated as owned by the individual who holds the option. In addition, for purposes of the definition of Change in Control alone, “Company” includes (x) the Company, (y) the entity for whom a Participant performs the services for which the Restricted Stock are granted, and (z) an entity that is a stockholder owning more than 50% of the total fair market value and total

voting power (a “**Majority Stockholder**”) of the Company or the entity identified in (y) above, or any entity in a chain of entities in which each entity is a Majority Stockholder of another entity in the chain, ending in the Company or the entity identified in (y) above.

11.2 For purposes of this Agreement, “**Cause**” shall mean (i) a violation of the Company’s substance abuse policy; (ii) refusal or inability (other than by reason of death or Disability) to perform the duties assigned to the Participant or unacceptable performance of the same; (iii) acts or omissions evidencing a violation of the Participant’s duties of loyalty and good faith; candor; fair and honest dealing; integrity; or full disclosure to the Company, as well as any acts or omissions which constitute self-dealing; (iv) disobedience of orders, policies, regulations, or directives issued to the Participant by the Company, including policies related to sexual harassment, discrimination, computer use or the like; (v) conviction or commission of a felony, a crime of moral turpitude, or a crime that could reasonably be expected to impair the Participant’s ability to perform the Participant’s job duties; (vi) revocation or suspension of any necessary license or certification; (vii) willful generation of materially incorrect financial, or engineering projections, compilations or reports; or (viii) a false statement by the Participant to obtain his or her position, in each case as determined by the Company in good faith and in its sole and absolute discretion.

12. Anti-dilution. In the event of a stock dividend, stock split, spin-off, combination or exchange of shares, recapitalization, merger, consolidation, distribution to shareholders other than a normal cash dividend or other change in the Company’s corporate or capital structure, then the Committee shall make proportional adjustments to the Restricted Stock and/or the Plan as described in Section 13 of the Plan.

13. The Plan. Participant acknowledges receipt of a copy of the Plan, which is attached hereto as Exhibit A, and represents that Participant is familiar with the terms and provisions of the Plan and hereby accepts the Restricted Stock subject to all such terms and provisions.

14. Employment. Nothing in the Plan or in this Agreement shall confer upon Participant any right to continued employment as an employee of the Company or its Affiliates or interfere in any way with the right of the Company and its Affiliates to terminate Participant’s employment at any time.

15. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, trustees, successors and assigns.

16. No Liability for Good Faith Determinations. The Company and the members of the Committee and the Board shall not be liable for any act, omission or determination taken or made in good faith with respect to this Agreement or the Restricted Stock granted hereunder.

17. Execution of Receipts and Releases. Any payment of cash or any issuance or transfer of Common Shares or property to the Participant or the Participant’s legal representative, heir, legatee, or distributee, in accordance with the provisions hereof, shall, to the extent thereof, be in

full satisfaction of all claims of such Persons hereunder. The Company may require the Participant or the Participant's legal representative, heir, legatee or distribute, as a condition precedent to such payment or issuance, to execute a release and receipt therefor in such form as it shall reasonably determine.

18. Governing Law and Consent to Jurisdiction and Venue. All questions arising with respect to the provisions of this Agreement shall be determined by application of the laws of Oklahoma, without giving any effect to any conflict of law provisions thereof, except to the extent Oklahoma state law is preempted by federal law. Further, the Participant hereby consents and agrees that state courts located in Oklahoma City, Oklahoma and the United States District Court for the Western District of Oklahoma each shall have personal jurisdiction and proper venue with respect to any dispute between the Participant and the Company arising in connection with the Restricted Shares or this Agreement. In any dispute with the Company, the Participant will not raise, and the Participant hereby expressly waives, any objection or defense to such jurisdiction as an inconvenient forum.

19. Clawback. This Agreement and the Restricted Stock granted hereunder is subject to any written clawback policies of the Company, whether in effect on the Grant Date or adopted, with the approval of the Board, following the Grant Date and either (i) applicable to all senior executives of the Company and their restricted stock awards or (ii) adopted to conform to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and rules promulgated thereunder by the Securities and Exchange Commission. Any such policy may subject the Restricted Stock and amounts paid or realized with respect to the Restricted Stock to reduction, cancellation, forfeiture or recoupment if certain specified events or wrongful conduct occur, including but not limited to an accounting restatement due to the Company's material noncompliance with financial reporting regulations or other events or wrongful conduct specified in any such clawback policy that the Company determines should apply to the Restricted Stock.

20. Electronic Delivery. The Participant consents to receive documents from the Company and any plan administrator by means of electronic delivery, provided that such delivery complies with applicable law. This consent shall be effective for the entire time that the Participant holds awards granted under the Plan.

21. Entire Agreement. This Agreement constitutes the entire agreement between the Company and the Participant relating to the Restricted Stock. Any previous agreement with respect to this matter is superseded by this Agreement. Unless otherwise provided in the Plan, no term, provision or condition of this Agreement may be modified in any respect except by a writing executed by both of the parties hereto. No person has any authority to make any representation or promise not set forth in this Agreement. This Agreement has not been executed in reliance upon any representation or promise except those contained herein.

EXECUTED effective as of the Grant Date.

LSB INDUSTRIES, INC., a Delaware corporation

By: _____
[Name]
[Title]

[NAME]
Participant

Exhibit A

**LSB Industries, Inc. 2008 Incentive Stock Plan
(as amended and restated effective April 3, 2014)**