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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of earliest event reported): August 8, 2016**

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**LSB INDUSTRIES, INC.**

(Exact name of registrant as specified in its charter)

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**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

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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 August 8, 2016, LSB Industries, Inc. (the “Company”) entered into a letter agreement (the “Letter Agreement”) with LSB Funding LLC (“LSB Funding”) and Security Benefit Corporation (“Security Benefit”), modifying and supplementing certain provisions of the Note Purchase Agreement, dated as of November 9, 2015 (the “Note Purchase Agreement”), by and among the Company, the subsidiaries of the Company party thereto as guarantors and LSB Funding and the Securities Purchase Agreement, dated as of December 4, 2015 (the “Securities Purchase Agreement”), by and among the Company, LSB Funding and Security Benefit Corporation.

As previously disclosed, on July 1, 2016, the Company sold all of its outstanding shares of stock in its wholly-owned subsidiary, The Climate Control Group, Inc., to a subsidiary of NIBE Industrier AB (publ) (the “Climate Control Sale”). The use of proceeds from the Climate Control Sale is subject to the Indenture, dated August 7, 2013 (the “Indenture”), by and among the Company, the subsidiaries of the Company party thereto as guarantors and UMB Bank, n.a., as trustee, the Note Purchase Agreement, and the Securities Purchase Agreement. Under the terms of the Note Purchase Agreement, the Company is required to use the proceeds of the Climate Control Sale to offer to purchase the maximum aggregate principle amount of the applicable notes and Indenture Obligations (as defined in the Note Purchase Agreement) on or before August 15, 2016 (such offers to purchase, “Purchase Offers”). The Securities Purchase Agreement, in Section 4.03, also contains limitations on the ways in which the Company may use the proceeds of the Climate Control Sale.

The Letter Agreement modifies the timing of the obligation under the Note Purchase Agreement to make Purchase Offers and provides that, until the Company is required to make Purchase Offers in accordance with the Letter Agreement, the Company will not be in breach of Section 4.03 of the Securities Purchase Agreement.

The foregoing description of the Letter Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Letter Agreement, a copy of which is filed as Exhibit 10.1 hereto and incorporated by reference herein.

### **Item 9.01. Financial Statements and Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
10.1	Letter Agreement, dated as of August 8, 2016, among LSB Industries, Inc., LSB Funding LLC and Security Benefit Corporation

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: August 12, 2016

LSB INDUSTRIES, INC.

By: /s/ Mark T. Behrman

Name: Mark T. Behrman

Title: Executive Vice President of Finance and Chief  
Financial Officer

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**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
10.1	Letter Agreement, dated as of August 8, 2016, among LSB Industries, Inc., LSB Funding LLC and Security Benefit Corporation

LSB Funding LLC  
350 Park Avenue, 14th Floor  
New York, New York 10022

August 8, 2016

LSB Industries, Inc.  
16 South Pennsylvania Avenue  
Oklahoma City, Oklahoma 73107  
Attention: Mark T. Behrman

**Re: Certain amendments to the Note Purchase Agreement referred to below**

Ladies and Gentlemen:

Reference is made to (a) that certain Note Purchase Agreement, dated as of November 9, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Note Purchase Agreement"), among LSB Industries, Inc., a Delaware corporation (the "Company"), the Guarantors (as defined therein) party thereto and LSB Funding LLC (together with its successors and assigns, the "Purchaser"), pursuant to which the Company has issued and sold to the Purchaser, and the Purchaser has purchased from the Company, \$50,000,000 of the Company's 12.0% Senior Secured Notes due 2019 (the "Notes") and (b) that certain Securities Purchase Agreement, dated as of December 4, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Securities Purchase Agreement"), among the Company, the Purchaser and Security Benefit Corporation (the "Purchaser Guarantor"), pursuant to which the Company has issued and sold to the Purchaser, and the Purchaser has purchased from the Company, among other Securities (as defined therein), 210,000 shares of the Company's Series E Cumulative Redeemable Class C Preferred Stock, no par value per share (the "Series E Preferred Shares"). In consideration of the mutual covenants and agreements set forth below, the parties hereto have entered into this letter agreement (this "Letter Agreement") to modify and supplement the Note Purchase Agreement and the Securities Purchase Agreement. Capitalized terms used but not defined in this Letter Agreement are used as defined in the Note Purchase Agreement.

The Company intends to seek consents from the holders of the Indenture Obligations to amend the terms of the Indenture in order to permit the Company to redeem all or a material portion of outstanding Series E Preferred Shares (the "Series E Redemption") pursuant to a consent solicitation process (the "Consent Solicitation"). The Company intends to use the proceeds of the sale of its Climate Control Business consummated on July 1, 2016 to fund such Series E Redemption. In connection with the foregoing, the parties hereto agree as follows:

1. Extension of time period to satisfy Required Offer Provisions.

Subject to the other terms and provisions thereof, Section 4.06(I)(c) and Section 4.06(II)(c) of the Note Purchase Agreement require the Company, in connection with the sale of

the Climate Control Business, to make a Net Proceeds Offer or Net ABL Proceeds Offer, as applicable, on or prior to August 15, 2016. The parties hereto agree that, notwithstanding any term of the Note Purchase Agreement to the contrary, the Company shall not be required to make a Net Proceeds Offer or Net ABL Proceeds Offer in connection with the sale of the Climate Control Business until (i) if the Consent Solicitation has commenced on or prior to September 30, 2016 pursuant to the delivery of a consent solicitation statement and related letter of transmittal and consent each in form and substance reasonably satisfactory to the Purchaser, November 30, 2016 and (ii) otherwise, October 30, 2016. For the avoidance of doubt, all other requirements of Section 4.06 relating to the timing or procedure of any Net Proceeds Offer or Net ABL Proceeds Offer shall be adjusted accordingly, and the failure to comply with any of the requirements of Section 4.06 prior to the applicable dates set forth in the immediately preceding sentence will not result in a Default or Event of Default under the Note Purchase Agreement.

2. Asset Sale Provisions of the Securities Purchase Agreement.

The parties hereto further agree that, (a) until the date the Company is required to make a Net Proceeds Offer or Net ABL Proceeds Offer, as applicable, in accordance with Section 1 of this Letter Agreement, any non-compliance with the provisions of Section 4.03 of the Securities Purchase Agreement with respect to the Climate Control Business shall be waived and shall not constitute a default or event of default under the Securities Purchase Agreement, and (b) to the extent the Series E Redemption is consummated and at least 75% of the issued and outstanding Series E Preferred Shares are redeemed, Section 4.03 of the Securities Purchase Agreement shall have no further force and effect with respect to the Climate Control Business.

3. Miscellaneous.

Each party hereto represents and warrants to the other party hereto that this Letter Agreement has been duly authorized on the part of such party by all corporate or other applicable entity action and, when executed and delivered by all parties hereto, will constitute a valid and legally binding obligation of such party, enforceable against it in accordance with its respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights generally and the effect of rules of law governing the availability of equitable remedies. The Purchaser represents and warrants to the Company that either (a) it has not transferred or assigned any of its rights with respect to the Notes or Series E Preferred Shares to any other person or (b) to the extent it has transferred or assigned any of its rights with respect to the Notes or Series E Preferred Shares to any other person, the agreements made by the Purchaser herein are binding on behalf of such other person. The parties hereto agree that the terms and provisions of Article 11 (Miscellaneous) of the Note Purchase Agreement shall apply, mutatis mutandis, to this Letter Agreement. The Company hereby covenants and agrees to reimburse the Purchaser for all costs, fees and expenses (including reasonable fees of legal counsel) incurred thereby in connection with the review, negotiation, execution and delivery of this Letter Agreement and the Consent Solicitation.

[Signature pages follow.]

Very truly yours,

**LSB Funding LLC**

By: /s/ Anthony D. Minella  
Name: Anthony D. Minella  
Title: Manager

**Security Benefit Corporation**

By: /s/ Anthony D. Minella  
Name: Anthony D. Minella  
Title: Chief Investment Officer

[Signature Page to Letter Agreement]

Acknowledged and Agreed,

**LSB Industries, Inc.**, a Delaware corporation

By: /s/ Mark T. Behrman

Name: Mark T. Behrman

Title: Executive Vice President of Finance and Chief  
Financial Officer

[Signature Page to Letter Agreement]