

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

FORM 8-K

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

Date of report (Date of earliest event reported): October 29, 2009

LSB INDUSTRIES, INC.

(Exact name of registrant as specified in its charter)

Delaware

1-7677

73-1015226

(State or other jurisdiction
of incorporation)

(Commission File
Number)

(IRS Employer
Identification No.)

16 South Pennsylvania Avenue, Oklahoma City, Oklahoma

73107

(Address of principal executive offices)

(Zip Code)

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))

Section 1 – Registrant's Business and Operations

Item 1.01. Entry into a Material Definitive Agreement

On October 29, 2009, due to the previously reported delays in the start up of the chemical facility located at Pryor, Oklahoma (the "Pryor Facility"), Pryor Chemical Company ("Pryor Chemical"), a wholly-owned subsidiary of LSB Industries, Inc., entered into an amendment (the "Amendment") to its Urea Ammonium Nitrate Purchase and Sale Agreement (the "Agreement") with KOCH Nitrogen Company, LLC ("KOCH"). The Agreement provides for KOCH's purchase of substantially all of the urea ammonium nitrate ("UAN") production at the Pryor Facility.

The Amendment provides for (a) an adjustment to the product pricing for the first 300,000 tons of UAN made available to KOCH from the Pryor Facility, (b) the waiver of KOCH's and Pryor Chemical's early termination right if commercial quantities of UAN are not produced by November 30, 2009, and (c) KOCH's waiver of any minimum marketing fees for the period prior to the Pryor Facility becoming fully operational.

The Amendment is attached as Exhibit 99.1 to this report and is incorporated herein by reference.

Section 9 – Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

<u>Exhibit</u>	<u>Description</u>	
		;

Amendment No. 1 to Urea Ammonium Nitrate Purchase and Sale Agreement, dated October 29, 2009, between Pryor Chemical Company and KOCH Nitrogen Company, LLC. **CERTAIN INFORMATION WITHIN THIS EXHIBIT HAS BEEN OMITTED AS IT IS THE SUBJECT OF A REQUEST FOR CONFIDENTIAL TREATMENT UNDER THE FREEDOM OF INFORMATION ACT AND THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED. THE OMITTED INFORMATION HAS BEEN FILED SEPARATELY WITH THE SECRETARY OF THE SECURITIES AND EXCHANGE COMMISSION FOR THE PURPOSES OF SUCH REQUEST.**

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: November 4, 2009

LSB INDUSTRIES, INC.

By: Tony M. Shelby
Tony M. Shelby,
Executive Vice President of Finance
and Chief Financial Officer

AMENDMENT NO. 1
TO
UREA AMMONIUM NITRATE PURCHASE AND SALE AGREEMENT

THIS AMENDMENT NO. 1 TO UREA AMMONIUM NITRATE PURCHASE AND SALE AGREEMENT (this "Amendment") is entered into and effective this 29th day of October, 2009, by and between Pryor Chemical Company ("Seller") and Koch Nitrogen Company, LLC ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer are parties to a Urea Ammonium Nitrate Purchase and Sale Agreement (the "Agreement"), dated May 7, 2009, and

WHEREAS, Seller and Buyer have agreed to amend the Agreement, as hereinafter provided.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINED TERMS**. Capitalized terms used but not defined herein shall have the meaning given to such terms in the Agreement.
2. **EARLY TERMINATION**. Buyer and Seller agree to waive their respective right to terminate the Agreement on or before the Early Termination Date pursuant to Section 7 or as otherwise provided under the first paragraph of Section 7.
3. **PRODUCTION CREDIT**. Buyer waives any amount of Production Credit earned for the period commencing July 1, 2009 and ending when the Seller's Facility first produces commercial quantities of Product. "Produced commercial quantities of Product" shall mean to produce at least an average of 667 Tons per day of Product at or above the Specifications (as determined by Section 24) for a period of ten (10) consecutive days. Seller shall notify Buyer in writing that the Seller's Facility has produced commercial quantities of Product within two (2) business days of such event.
4. **APPENDIX II (PRODUCT PRICING) AND APPENDIX VIII (MAKE-WHOLE)**.
 - (a) In the definition of "****" in Appendix II, "****" is hereby deleted and replaced with "****." Likewise, in the paragraph immediately preceding "Example #1" in Appendix VIII, "****" is hereby deleted and replaced with "****."
 - (b) If the amount of Product produced at, and made available for delivery to Buyer from, the Seller's Facility exceeds 300,000 Tons, then the "****" in both Appendix II and Appendix VIII (as amended by Section 4(a) above) will be automatically reduced to "****" without further need for a written amendment to the Agreement.
5. **RATIFICATION**. Except as expressly amended herein, the terms, covenants, and conditions of the Agreement shall remain in full force and effect without modification or amendment, and the Parties hereto ratify and reaffirm the same in its entirety.
6. **MISCELLANEOUS**. This Amendment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws principles. In the event that the terms of the Agreement conflict or are inconsistent with those of this Amendment, the terms of this Amendment shall govern. This Amendment may not be modified or changed in whole or in part in any manner other than by an instrument in writing duly signed by both Parties.

***** INDICATES INFORMATION IN THIS DOCUMENT WHICH HAS BEEN OMITTED FROM THIS PUBLIC FILING PURSUANT TO A REQUEST BY LSB INDUSTRIES, INC. FOR CONFIDENTIAL TREATMENT BY THE SECURITIES AND EXCHANGE COMMISSION. THE OMITTED INFORMATION HAS BEEN FILED SEPARATELY WITH THE SECRETARY OF THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF SUCH REQUEST.**

7. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. Execution by facsimile signature shall be deemed to be, and shall have the same effect as, execution by original signature.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective on the day and year first written above.

KOCH NITROGEN COMPANY, LLC

By: /s/ Steve Packebush _____

Name: Steve Packebush _____

Title: President _____

PRYOR CHEMICAL COMPANY

By: /s/ David R. Goss _____

Name: David R. Goss _____

Title: VP _____

