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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): April 25, 2018**

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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**  
(IRS Employer  
Identification No.)

**16 South Pennsylvania Avenue, Oklahoma City, Oklahoma**  
(Address of principal executive offices)

**73107**  
(Zip Code)

**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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01 Entry into a Material Definitive Agreement.**

In connection with the previously announced refinancing transactions related to our Senior Secured Notes due 2019 (the “Refinancing Transactions”), LSB Industries, Inc. entered into a letter agreement (the “Letter Agreement”) with LSB Funding LLC, an unrelated third party and the holder of our Series E cumulative redeemable Class C preferred stock (“Series E Redeemable Preferred”), to extend the date upon which a holder of Series E Redeemable Preferred has the right to elect to have such holder’s shares of Series E Redeemable Preferred redeemed by us from August 2, 2019 to October 25, 2023. The Letter Agreement also provides for the amendment of certain other terms relating to the Series E Redeemable Preferred, including an increase in the per annum dividend rate payable in respect of the Series E Redeemable Preferred (a) by 0.50% on the third anniversary of the Refinancing Transactions, (b) by an additional 0.50% on the fourth anniversary of the Refinancing Transactions and (c) by an additional 1.0% on the fifth anniversary of the Refinancing Transactions.

The foregoing description of the Letter Agreement is not intended to be complete and is qualified in its entirety by reference to the complete text of the Letter Agreement, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

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**Item 9.01 Exhibits.**

(d) Exhibits.

Exhibit Number	Description
10.1	Amended and Restated Letter Agreement with LSB Funding LLC.

Exhibit Index

**Exhibit  
Number**

**Description**

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10.1 [Amended and Restated Letter Agreement with LSB Funding LLC.](#)

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: May 1, 2018

LSB INDUSTRIES, INC.

By: /s/ Mark T. Behrman

Name: Mark T. Behrman

Title: Executive Vice President and Chief Financial Officer

This **AMENDED AND RESTATED LETTER AGREEMENT** (this "Letter Agreement") is entered into as of March 7, 2018, as amended and restated as of April 25, 2018, among LSB Industries, Inc. (the "Company"), and LSB Funding LLC (the "Purchaser" or "Funding LLC").

This Letter Agreement makes reference to: (a) 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 the other parties thereto, 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"); (b) that certain Certificate of Designations of Series E Cumulative Redeemable Class C Preferred Stock of the Company, signed as of the 4<sup>th</sup> day of December 2015 (the "Certificate of Designations"); and (c) that certain Letter Agreement entered into as of March 7, 2018 (the "Original Letter Agreement") among the Company and Purchaser, which agreement is being amended and restated by this Letter Agreement. Capitalized terms used but not defined in this Letter Agreement are used as defined in the Securities Purchase Agreement.

In consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Funding LLC hereby represent, acknowledge and agree as follows:

1. The Company intends to refinance (or amend, extend or otherwise modify) the obligations outstanding under the Indenture prior to the existing maturity date of the notes issued thereunder (the "Refinancing").
2. In order to facilitate the Refinancing, subject to the terms and conditions hereof, Funding LLC hereby agrees to effectively extend the Original Redemption Date (as defined under the Certificate of Designations) for the Series E Preferred Shares to a date that is six (6) months immediately following the stated maturity date of the notes issued under the Refinancing; provided, such stated maturity date is no greater than five (5) years from the closing date of the Refinancing (the "Series E Extension").
3. Upon the occurrence of the Effective Time (as defined below): (a) Funding LLC hereby (i) consents to, and agrees to be bound by, the Series E Extension (and any amendments to the Securities Purchase Agreement necessary to further evidence the Series E Extension, and solely the Series E Extension; and any such terms to be reflected in such amendments to the Securities Purchase Agreement in form and substance reasonably agreed to by Funding LLC and the Company, and (ii) consents to the issuance of a new series of preferred shares of capital stock of the Company in exchange for the Series E Preferred Shares which, after giving effect thereto, in addition to the existing terms and conditions of the existing Series E Preferred Shares, shall evidence the Series E Extension and the Series E Extension Terms, and solely the Series E Extension and the Series E Extension Terms (the foregoing consents and amendments in this clause (a) shall be collectively referred to herein as the "Funding Agreements"); and (b) subject to the terms

and conditions hereof (including the Funding Agreements), the Company hereby consents to, and agrees to be bound by, the Series E Extension Terms.

4. The Funding Agreements and each of Funding LLC's and the Company's consents and agreements to be bound thereunder and hereunder shall become effective immediately when (the "Effective Time"):
  - a. The Company shall have paid to Purchaser an aggregate amount equal to 1.375% of outstanding Series E Preferred amount and PIK dividends as of the closing of the Refinancing; and
  - b. The Refinancing shall have been consummated and the documentation related thereto shall permit the Series E Extension Terms.
5. In consideration for the execution, delivery and performance of the Funding Agreements and upon the Effective Time, each of Funding LLC and the Company hereby agrees to each of the following terms (the "Series E Extension Terms") which such terms shall be included in the Funding Agreements and, with respect to clause (b) below, the Refinancing documentation:
  - a. The Company, upon the prior consent and direction of Funding LLC, shall cause the issuance of a new series of preferred shares of capital stock of the Company in exchange for the existing Series E Preferred Shares which, after giving effect thereto in addition to the existing terms and conditions of the existing Series E Preferred Shares, shall reflect that the per annum dividend rate on the new series of preferred shares (taken together with any exchanged or new series of preferred shares) shall be (i) increased by 0.50% on the 3rd anniversary of the Refinancing, (ii) increased by an additional 0.50% on the 4th anniversary of the Refinancing, and (iii) increased by an additional 1.0% on the 5th anniversary of the Refinancing;
  - b. In the event available cash of the Company (including amounts that are available to be drawn under the Company's revolving loan facilities up to but in not in excess of \$35.0 million) is in excess of \$65.0 million (the "Excess Liquidity Amounts"), after giving effect to the amount of principal obligations (plus, if applicable, accrued interest and premiums thereon) required to be redeemed under the Refinancing documentation in connection with a proposed prepayment of Series E Preferred Shares, the Company may elect pursuant to the applicable provision permitting payments on account of the principal amount of the Series E Preferred Shares in the Refinancing documentation, to (x) pay all current accrued dividends (in inverse order of aging) on the Series E Preferred Shares in cash to Purchaser (in lieu of PIK) and (y) thereafter, immediately prepay the outstanding principal amount on the Series E Preferred

Shares, in each case until such time as the Excess Liquidity Amounts are reduced to zero; and

c. Following the Effective Time, the Company shall not amend, restate or otherwise modify the terms of the Refinancing documentation to adversely affect the ability of the Company to comply with the Series E Extension Terms without the prior written consent of Funding LLC. The parties hereto shall cooperate in good faith to promptly enter into such documentation as necessary to effectuate the Series E Extension Terms.

6. 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 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 Series E Preferred Shares to any other person, the agreements made by the Purchaser herein are binding on behalf of such other person. This Letter Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors in interest and assigns, including, for the avoidance of doubt, any future assignee, transferee or holder of the Series E Preferred Shares (or any new series of preferred shares of capital stock of the Company of the type referred to in paragraphs 3 and 5(a) above) or of rights or obligations with respect thereto.
7. 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, the Series E Extension and the Funding Agreements.
8. Each party acknowledges that its obligations hereunder (including to implement the Series E Extension) are unique and recognizes and affirms that money damages may be inadequate and that the other parties hereto may have no adequate remedy at law. Accordingly, each party agrees that the other parties shall have the right, in addition to any other rights and remedies in law or in equity, to enforce such party's rights and the other party's obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive and/or other equitable relief (without posting bond or security).
9. This Letter Agreement supersedes and replaces the Original Letter Agreement with effect as of the date of the Original Letter Agreement.

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10. The terms and conditions of this Letter Agreement shall be governed by the internal laws of the State of Delaware.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Letter Agreement to be duly executed as of the date first written above.

**LSB FUNDING LLC**

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

**LSB INDUSTRIES, INC.**

By: /s/ Daniel D. Greenwell  
Name: Daniel D. Greenwell  
Title: Chairman and CEO