
**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): August 22, 2012

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
(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)

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 22, 2012, El Dorado Chemical Company (“EDCC”), a subsidiary of LSB Industries, Inc., entered into a Fifth Amendment (the “Amendment”) to the Anhydrous Ammonia Sales Agreement, dated December 3, 2008 (the “Sales Agreement”), with KOCH Nitrogen International Sàrl (“KOCH”). The Amendment extends the term of the Sales Agreement from December 31, 2012 to December 31, 2015. The Sales Agreement, as amended, describes the terms and conditions under which KOCH provides anhydrous ammonia to EDCC’s El Dorado, Arkansas, chemical processing facility. Anhydrous ammonia is the primary raw material for the chemical products manufactured and sold by EDCC.

The foregoing summary description of the Amendment is not complete and is qualified in its entirety by the actual terms of the Amendment, which is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

Exhibit	Description
99.1	Fifth Amendment to the Anhydrous Ammonia Sales Agreement, dated August 22, 2012, between KOCH Nitrogen International Sàrl and El Dorado Chemical Company. 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: August 28, 2012

LSB INDUSTRIES, INC.

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

**FIFTH AMENDMENT TO
ANHYDROUS AMMONIA SALES AGREEMENT**

THIS FIFTH AMENDMENT TO ANHYDROUS AMMONIA SALES AGREEMENT (this "Fifth Amendment") is dated August 22, 2012, by and between Koch Nitrogen International Sàrl ("Seller") and El Dorado Chemical Company ("Buyer").

WHEREAS, Seller and Buyer are parties to that certain Anhydrous Ammonia Sales Agreement dated December 3, 2008 with an effective date of January 1, 2009, as previously amended (collectively, the "Agreement"), and Buyer and Seller mutually desire to further amend the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and premises 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. DEFINITIONS. Any capitalized term not defined herein shall have the meaning given to such term in the Agreement.

2. TERM. Effective January 1, 2013, Section A of Article II TERM shall be deleted in its entirety and replaced with the following:

"A. Term. The term of this Agreement (the "Term") shall commence at 12:01 a.m. central time on January 1, 2009 and shall terminate at 11:59 p.m. on December 31, 2015 ("Original Termination Date") unless otherwise terminated earlier in accordance with this Agreement or extended pursuant to Section B below."

3. ADDER. Effective January 1, 2013, Sections B and C of Article VI (PRICE) shall be deleted in their entirety and replaced with the following:

"B. Adder. Adder shall equal \$***** per short ton.

C. Ammonia Pipeline Transportation Charge. The Ammonia Pipeline Transportation Charge per short ton shall be a flat rate of \$***** per short ton from Taft, Louisiana or Sterlington, Louisiana to the Delivery Point for pipeline deliveries. In the event the ***** is increased above \$***** , then the Ammonia Pipeline Transportation Charge for both injection points shall be changed to the revised *****."

4. RATIFICATION OF AGREEMENT. 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.

***** INDICATES INFORMATION IN THIS DOCUMENT WHICH HAS BEEN OMITTED FROM THIS PUBLIC FILING PURSUANT TO A REQUEST BY THE COMPANY 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.

5. **MISCELLANEOUS.** This Fifth Amendment shall be governed by and construed in accordance with the governing law set forth in the Agreement, 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 Fifth Amendment, the terms of this Fifth Amendment shall govern. The provisions of this Fifth Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, successors, and assigns. This Fifth Amendment may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same agreement.

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

Koch Nitrogen International Sàrl

El Dorado Chemical Company

By: /s/ Brent W. Novay
Name: Brent W. Novay
Title: Managing Director

By: /s/ Tony M. Shelby
Name: Tony M. Shelby
Title: Vice President