

---

---

**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

---

**SCHEDULE 13D/A**

**Under the Securities Exchange Act of 1934  
(Amendment No. 52)**

---

**LSB INDUSTRIES, INC.**

(Name of Issuer)

**COMMON STOCK, PAR VALUE \$.10**  
(Title of Class of Securities)

**5021600-10-4**  
(CUSIP Number)

**Steven J. Golsen**  
**518 N. Indiana Ave.**  
**Oklahoma City, Oklahoma 73106**  
**(405) 235-2075**  
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**with copies to:**  
**Irwin H. Steinhorn, Esq.**  
**Conner & Winters, LLP**  
**211 N. Robinson Ave., Suite 1700**  
**Oklahoma City, Oklahoma 73102**  
**(405) 272-5711**

**January 4, 2021**  
(Date of Event Which Requires Filing of this Statement)

---

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of his Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f), or 240.13d-1(g) Rule 13d-1(b)(3) or (4), check the following box.

---

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. §240.13d-7 for other parties to whom copies are to be sent.

---

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Exchange Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

---

---

(1)	Names of Reporting Persons I.R.S. Identification No. of above Persons (entities only)	
	Jack E. Golsen	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions)  Not applicable	
(5)	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)	
(6)	Citizenship or Place of Organization  USA	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power  4,000
	(8)	Shared Voting Power  15,876
	(9)	Sole Dispositive Power  4,000
	(10)	Shared Dispositive Power  15,876
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person  19,876	
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)  <input checked="" type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11)  .068% (1)	
(14)	Type of Reporting Person (See Instructions)  IN	

(1) Calculated based on 29,317,168 shares of Common Stock outstanding as of October 30, 2020, as reported in LSB Industries, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2020.

(1)	Names of Reporting Persons I.R.S. Identification No. of above Persons (entities only)	
	Barry H. Golsen	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions)  Not applicable	
(5)	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)	
(6)	Citizenship or Place of Organization  USA	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power  2,744
	(8)	Shared Voting Power  517,551
	(9)	Sole Dispositive Power  2,744
	(10)	Shared Dispositive Power  517,551
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person  520,295	
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)  <input checked="" type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11)  1.77%(1)	
(14)	Type of Reporting Person (See Instructions)  IN	

(1) Calculated based on 29,317,168 shares of Common Stock outstanding as of October 30, 2020, as reported in LSB Industries, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2020.

(1)	Names of Reporting Persons I.R.S. Identification No. of above Persons (entities only)	
	Steven J. Golsen	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions)  Not applicable	
(5)	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)	
(6)	Citizenship or Place of Organization  USA	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power
	(8)	Shared Voting Power  2,874,945
	(9)	Sole Dispositive Power
	(10)	Shared Dispositive Power  2,874,945
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person  2,874,945	
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)  <input checked="" type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11)  9.51%(1)	
(14)	Type of Reporting Person (See Instructions)  IN	

- (1) Calculated based on 30,233,834 shares of Common Stock outstanding, which consists of (i) 29,317,168 shares of Common Stock outstanding as of October 30, 2020, as reported in LSB Industries, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2020, (ii) 666,666 shares of Common Stock issuable upon conversion of Series B Preferred Stock deemed to be beneficially owned by the Reporting Person, and (iii) 250,000 shares of Common Stock issuable upon conversion of Series D Preferred Stock deemed to be beneficially owned by the Reporting Person.

(1)	Names of Reporting Persons I.R.S. Identification No. of above Persons (entities only)  Golsen Family, L.L.C. 20-8234753
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
(3)	SEC Use Only
(4)	Source of Funds (See Instructions)  Not applicable
(5)	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)
(6)	Citizenship or Place of Organization  Oklahoma
Number of Shares Beneficially Owned by Each Reporting Person With:	(7) Sole Voting Power  —
	(8) Shared Voting Power  148,725
	(9) Sole Dispositive Power  0
	(10) Shared Dispositive Power  148,725
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person  148,725
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)  <input checked="" type="checkbox"/>
(13)	Percent of Class Represented by Amount in Row (11)  0.5% (1)
(14)	Type of Reporting Person (See Instructions)  OO

- (1) Calculated based on 29,450,501 shares of Common Stock outstanding, which consists of (i) 29,317,168 shares of Common Stock outstanding as of October 30, 2020, as reported in LSB Industries, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2020, and (ii) 133,333 shares of Common Stock issuable upon conversion of Series B Preferred Stock deemed to be beneficially owned by the Reporting Person.

(1)	Names of Reporting Persons I.R.S. Identification No. of above Persons (entities only)	
	Quad Capital, LLC 82-1135208	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions)  Not applicable	
(5)	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)	
(6)	Citizenship or Place of Organization  Oklahoma	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power  0
	(8)	Shared Voting Power  2,413,287
	(9)	Sole Dispositive Power  0
	(10)	Shared Dispositive Power  2,413,287
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person  2,413,287	
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)  <input checked="" type="checkbox"/>	
(13)	Percent of Class Represented by Amount in Row (11)  8.02%(1)	
(14)	Type of Reporting Person (See Instructions)  OO	

- (1) Calculated based on 30,100,501 shares of Common Stock outstanding, which consists of (i) 29,317,168 shares of Common Stock outstanding as of October 30, 2020, as reported in LSB Industries, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2020, (ii) 533,333 shares of Common Stock issuable upon conversion of Series B Preferred Stock deemed to be beneficially owned by the Reporting Person through its wholly owned subsidiary SBL, L.L.C. (400,000 shares of Common Stock) and indirect wholly owned subsidiary Golsen Petroleum Corporation (133,333 shares of Common Stock), and (iii) 250,000 shares of Common Stock issuable upon conversion of Series D Preferred Stock deemed to be beneficially owned by the Reporting Person through SBL, L.L.C.

(1)	Names of Reporting Persons I.R.S. Identification No. of above Persons (entities only)  SBL, L.L.C. 73-1015226
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
(3)	SEC Use Only
(4)	Source of Funds (See Instructions)  Not applicable
(5)	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)
(6)	Citizenship or Place of Organization  Oklahoma
Number of Shares Beneficially Owned by Each Reporting Person With:	(7) Sole Voting Power  0
	(8) Shared Voting Power  2,413,287
	(9) Sole Dispositive Power  0
	(10) Shared Dispositive Power  2,413,287
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person  2,413,287
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)  <input checked="" type="checkbox"/>
(13)	Percent of Class Represented by Amount in Row (11)  8.02%(1)
(14)	Type of Reporting Person (See Instructions)  OO

- (1) Calculated based on 30,100,501 shares of Common Stock outstanding, which consists of (i) 29,317,168 shares of Common Stock outstanding as of October 30, 2020, as reported in LSB Industries, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2020, (ii) 533,333 shares of Common Stock issuable upon conversion of Series B Preferred Stock deemed to be beneficially owned by the Reporting Person, directly (400,000 shares of Common Stock issuable upon conversion of Series B Preferred Stock held of record by SBL, L.L.C.) and indirectly through its wholly owned subsidiary Golsen Petroleum Corporation (133,333 shares of Common Stock issuable upon conversion of Series B Preferred Stock held of record by Golsen Petroleum Corporation), and (iii) 250,000 shares of Common Stock issuable upon conversion of Series D Preferred Stock deemed to be beneficially owned by the Reporting Person.

(1)	Names of Reporting Persons I.R.S. Identification No. of above Persons (entities only)  Golsen Petroleum Corporation 73-0798005
(2)	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
(3)	SEC Use Only
(4)	Source of Funds (See Instructions)  Not applicable
(5)	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)
(6)	Citizenship or Place of Organization  Oklahoma
Number of Shares Beneficially Owned by Each Reporting Person With:	(7) Sole Voting Power  0
	(8) Shared Voting Power  417,288
	(9) Sole Dispositive Power  0
	(10) Shared Dispositive Power  417,288
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person  417,288
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)  <input checked="" type="checkbox"/>
(13)	Percent of Class Represented by Amount in Row (11)  1.42%(1)
(14)	Type of Reporting Person (See Instructions)  CO

- (1) Calculated based on 29,450,501 shares of Common Stock outstanding, which consists of (i) 29,317,168 shares of Common Stock outstanding as of October 30, 2020, as reported in LSB Industries, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2020, and (ii) 133,333 shares of Common Stock issuable upon conversion of Series B Preferred Stock deemed to be beneficially owned by the Reporting Person.



## Introduction

This statement constitutes Amendment No. 52 to the Schedule 13D dated October 7, 1985 (as amended through Amendment No. 51, the "Schedule 13D"), relating to the common stock, par value \$.10 per share ("Common Stock") of LSB Industries, Inc., a Delaware corporation (the "Company"). The principal executive offices of the Company are located at 3503 NW 63<sup>rd</sup> Street, Suite 500, Oklahoma City, Oklahoma 73116. Capitalized terms used but not otherwise defined in this Amendment No. 52 shall have the respective meanings ascribed to them in the Schedule 13D.

This Amendment No. 52 is being filed jointly by Jack E. Golsen ("J. Golsen"), Barry H. Golsen ("B. Golsen"), Steven J. Golsen ("S. Golsen"), Golsen Family, L.L.C., an Oklahoma limited liability company ("GFLLC"), Quad Capital, LLC, an Oklahoma limited liability company ("Quad Capital"), SBL, L.L.C., an Oklahoma limited liability company ("SBL"), and Golsen Petroleum Corporation, an Oklahoma corporation ("GPC")(each of J. Golsen, B. Golsen, S. Golsen, GFLLC, Quad Capital, SBL and GPC are referred to herein as a "Reporting Person" and collectively as the "Reporting Persons"), who may be deemed to beneficially own certain shares of the Common Stock of the Company. Except as specifically provided herein, this Amendment No. 52 does not modify any of the information previously reported in the Schedule 13D.

Pursuant to the transactions described in Item 2 hereof, this Amendment 52 is being filed to report the following:

- (i) The departure of J. Golsen and B. Golsen (together, the "Departing Group Members") as members of the "Golsen Group," the members of which previously reported as a "group" within the meaning of Rule 13d-5(b)(1) under the Securities Exchange Act of 1934 (the "Exchange Act"). As previously constituted, the Golsen Group consisted of the Departing Group Members, GFLLC, SBL, and GPC, who jointly reported under this Schedule 13D pursuant to a Joint Filing Statement dated September 20, 2007, filed as Exhibit 99.1 to Amendment No. 34 of the Schedule 13D, as amended by (a) a Joint Filing Statement dated December 29, 2008 and filed as Exhibit 99.2 to Amendment No. 38 of the Schedule 13D, and (b) a Notification of Departure from Group and Partial Termination of Joint Filing Statements dated November 3, 2016, filed as Exhibit 99.2 to Amendment No. 50 of the Schedule 13D;
- (ii) The change in beneficial ownership of the Common Stock deemed to be beneficially owned by J. Golsen and B. Golsen as a result of the resignation of J. Golsen and B. Golsen as the managers, directors, and/or officers of Quad Capital, SBL, GPC, and GFLLC. As a result of such resignations and the departure of J. Golsen and B. Golsen from the Golsen Group, the beneficial ownership of such persons in the Company's Common Stock is less than 5%, and, consequently, such persons will no longer be subject to the filing requirements of Section 13(d) of the Exchange Act, unless and until such persons' respective beneficial ownership of Common Stock exceeds 5%; and
- (iii) The addition of S. Golsen to the Golsen Group as a result of his appointment as manager, director and/or officer of Quad Capital, SBL, GPC, and GFLLC, and the beneficial ownership of S. Golsen in the Company's Common Stock; and

- (iv) The addition of Quad Capital to the Golsen Group as a result of its indirect beneficial ownership in the Company's Common Stock through its wholly owned direct and indirect subsidiaries SBL and GPC.

As a result of the resignations on January 4, 2021 of J. Golsen and B. Golsen as managers, directors, and/or officers of Quad Capital, SBL, GPC, and GFLLC, and their departure as members of the Golsen Group, the appointment on such date of S. Golsen as manager, director and/or officer of such entities and the addition of S. Golsen and Quad Capital as members of the Golsen Group, the Golsen Group may be deemed to beneficially own at such date an aggregate of 2,874,945 shares of Common Stock (including 916,666 shares of Common Stock issuable upon conversion of certain shares of preferred stock held by the Golsen Group), representing approximately 9.51% of the issued and outstanding shares of the Issuer's Common Stock. The numbers shown on the preceding pages and in Item 5 below reflect multiple counting of certain shares since beneficial ownership of those shares is attributable to more than one Reporting Person by Rule 13d-3 under the Exchange Act, as further described in Item 5 below.

Item 1. Security and Issuer.

Item 1 of this Schedule 13D is unchanged.

Item 2. Identity and Background.

Item 2 of Schedule 13D is hereby amended to remove each of the Departing Group Members as a filing person of this joint filing Schedule 13D and member of the "Golsen Group," previously comprised of J. Golsen, B. Golsen, SBL, GPC, and GFLLC. On January 4, 2021 (the "Effective Date"), each of the Departing Group Members, together with each of the other Reporting Persons, executed a Joint Filing Statement and Notification of Departure from Group (the "Joint Filing Statement and Notification"), pursuant to which the Departing Group Members, although joining in this Amendment No. 52 for the purpose of filing jointly, represented that each such person, as of the Effective Date, was no longer acting together with each other or with any other person, including the other Reporting Persons, for the purpose of acquiring, holding, voting or disposing of equity securities of the Company. Additionally, pursuant to the Joint Filing Statement and Notification, S. Golsen and Quad Capital were added to the "Golsen Group." As a result, as of the Effective Date, the "Golsen Group" consists of S. Golsen, Quad Capital, GFLLC, SBL, and GPC. The Joint Filing Statement and Notification is attached hereto as Exhibit 99.1.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 of this Schedule 13D is not applicable.

Item 4. Purpose of Transaction.

The information set forth in the Explanatory Note, Item 2, and Item 5 hereof is hereby incorporated by reference.

Item 5. Interest in Securities of the Issuer.

(a),(b) The table below sets forth the following information relating to the shares of Common Stock beneficially owned by each Reporting Person of the reporting group as of the filing date of this Amendment No. 52:

(i) the number of shares the Reporting Person has sole power to vote or direct the voting and sole power to dispose or to direct the disposition; (ii) the number of shares the Reporting Person has shared power to vote or direct the voting and shared power to dispose or to direct the disposition; (iii) the number of shares owned beneficially by the Reporting Person; and (iv) the percentage of outstanding Common Stock owned beneficially by the Reporting Person.

<u>Person</u>	<u>Sole Voting and Dispositive Power</u>	<u>Shared Voting and Dispositive Power</u>	<u>Aggregate Amount</u>	<u>Percent(8)</u>
Jack E. Golsen	4,000(1)	15,876 (1)	19,876 (1)	.068%(1)(8)(9)
Barry H. Golsen	2,744(2)	517,551(2)	520,295(2)	1.77%(2)(8)(9)
Steven J. Golsen	0	2,874,947(3)	2,874,947(3)	9.51%(3)(8)(9)
Golsen Family, L.L.C.	0	148,725(4)	148,725(4)	0.5%(4)(8)
Quad Capital, LLC	0	2,413,287(5)	2,413,287(5)	8.02%(5)(6)(8)
SBL, L.L.C.	0	2,413,287(6)	2,413,287 (6)	8.02%(6)(8)
Golsen Petroleum Corporation	0	417,288(7)	417,288(7)	1.42%(7)(8)

(1) The amount shown with respect to J. Golsen is comprised of the following shares of Common Stock:

- (a) 4,000 shares owned directly by J. Golsen;
- (b) 15,876 shares owned by a trust over which J. Golsen as the sole trustee is deemed to hold shared voting and investment power with the trust over the Common Stock held in the trust.

(2) The amount shown with respect to B. Golsen is comprised of the following shares of Common Stock:

- (a) 2,744 shares owned directly by B. Golsen;
- (b) 289,723 shares owned directly by the Barry H. Golsen 2012 LSB Trust, for which B. Golsen as sole trustee is deemed to share voting and investment power over the shares owned by the trust;
- (c) 74,440 shares owned by an irrevocable trust for the benefit of B. Golsen, for which B. Golsen as sole trustee is deemed to hold shared voting and investment power with the trust; and
- (f) 153,388 shares owned by six separate trusts for the benefit of certain children of B. Golsen, of which B. Golsen as the sole trustee is deemed to hold shared voting and investment power with the trusts over the Common Stock held in the trusts.

The amount shown does not include 533 shares owned directly by Gay Golsen, B. Golsen's wife, over which B. Golsen disclaims beneficial ownership.

- (3) The amount shown with respect to S. Golsen is comprised of the following shares of Common Stock:
- (a) 243,493 shares owned directly by the Steven Jay Golsen Revocable Trust, for which S. Golsen as sole trustee is deemed to share voting and investment power over the shares owned by the trust;
  - (b) 69,440 shares owned directly by the Steven J. Golsen 2007 Irrevocable Trust, for which S. Golsen as sole trustee is deemed to share voting and investment power over the shares owned by the trust;
  - (c) 15,392 shares owned directly by GFLLC and 133,333 shares issuable upon conversion of 4,000 shares of Series B Preferred Stock owned directly by GFLLC, over which S. Golsen, as the sole manager of GFLLC, shares voting and investment power with GFLLC. All of such shares are also included in the shares of Common Stock shown as beneficially owned by GFLLC in the table above and in footnote 4; and
  - (d) (i) 1,345,999 shares of Common Stock owned directly by SBL, (ii) 250,000 shares of Common Stock issuable upon conversion of 1,000,000 shares of Series D Preferred Stock owned by SBL, (iii) 400,000 shares of Common Stock issuable upon conversion of 12,000 shares of Series B Preferred Stock owned by SBL, and (iv) 417,288 shares of Common Stock beneficially owned by GPC, a wholly owned subsidiary of SBL (as set forth in footnote 7, below). S. Golsen serves as manager of SBL and, as a result, shares voting and investment power of the shares of Common Stock beneficially owned by SBL. All of such shares are also included in the shares of Common Stock shown as beneficially owned by Quad Capital and SBL in the table above and in footnote 6.
- (4) Includes 15,392 shares owned directly by GFLLC and 133,333 shares issuable upon conversion of 4,000 shares of Series B Preferred Stock owned directly by GFLLC, over which S. Golsen, as the sole manager of GFLLC, shares voting and investment power with GFLLC.
- (5) Quad Capital was formed in 2017 to act as a holding company of SBL and GPC, and owns no shares of the Company's Common Stock except through SBL and GPC. See footnotes 6 and 7, below.
- (6) Includes (a) 1,345,999 shares of Common Stock owned directly by SBL, (b) 250,000 shares of Common Stock issuable upon conversion of 1,000,000 shares of Series D Preferred Stock owned by SBL, (c) 400,000 shares of Common Stock issuable upon conversion of 12,000 shares of Series B Preferred Stock owned by SBL, and (d) 417,288 shares of Common Stock beneficially owned by GPC, a wholly owned subsidiary of SBL (as set forth in footnote 5, below). S. Golsen serves as manager of SBL and, as a result, shares voting and investment power of the shares of Common Stock beneficially owned by SBL. All of such shares are also included in the shares of Common Stock shown as beneficially owned by S. Golsen in the table above and in footnote 3(d).
- (7) Includes 283,955 shares of Common Stock owned directly by GPC and 133,333 shares of Common Stock issuable upon conversion of 4,000 shares of Series B Preferred Stock owned by GPC. All of such shares are included in the shares of Common Stock shown in the table above as beneficially owned by S. Golsen, as described in footnote 3(d), and by SBL as the sole shareholder of GPC, as described in footnote 6.

- (8) The percentage ownership of each Reporting Person is based on 29,317,168 shares of Common Stock outstanding as of October 30, 2020, as reported in LSB Industries, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2020. Shares of Common Stock not outstanding, but which may be acquired by a Reporting Person during the next 60 days under options, warrants, rights or conversion privileges, are considered to be outstanding only for the purpose of computing the percentage of the class for such Reporting Person, but are not deemed to be outstanding for the purpose of computing the percentage of the class by any other person.

The filing of the Schedule 13D by the Reporting Persons, as amended by this Amendment No. 52, is not an admission that any Reporting Person, for purposes of Section 13(d) of the Act, is the beneficial owner of any shares of Common Stock included in this Schedule 13D in which such Reporting Person does not have any ownership and economic interest.

- (9) On January 4, 2021, J. Golsen and B. Golsen resigned as managers, directors and/or officers of Quad Capital, SBL, GPC, and GFLLC, and S. Golsen was appointed as manager, director, and/or officer of each such entity. As a result of such actions, J. Golsen and B. Golsen no longer have voting or dispositive control of any of the Company's Common Stock beneficially owned by such entities, while S. Golsen shares with each such entity voting and dispositive control of the Common Stock beneficially owned by such entities.
- (c) On December 31, 2020, J. Golsen and a trust controlled by him ("JEG Trust") transferred 100% of the interest owned by JEG Trust in Quad Capital and GFLLC (the "JEG Interests") to separate trusts established for the benefit of Mr. Golsen's three children (collectively, the "Estate Planning Transfers"). Each trust (each, a "Transferee" and, collectively, the "Transferees") received one-third of the interests transferred by the JEG Trust. The Estate Planning Transfers were made solely for estate planning purposes to take advantage of certain estate tax exclusion amounts available under Section 2010(c)(3)(C) of the Internal Revenue Code (the "JEG Exclusion Amount"), and were made in part as gifts for fair market value ("FMV") up to the value of the JEG Exclusion Amount, with the remaining JEG Interests, if any, transferred for FMV to the Transferees. Determination of FMV, to be made by an independent valuation firm, will determine the allocation of the transfers as gift or other than gift transactions.

The Estate Planning Transfers were made outside the Company's open trading window, as described in the Insider Trading Policy of the Corporation, as in effect since May 2, 2019 (the "Policy"), under a "Special Circumstances Exception" described in a letter to J. Golsen, individually and as trustee of the JEG Trust, dated December 31, 2020 (the "Exception Letter"), filed as Exhibit 99.2 to this Amendment No 52 and incorporated herein by reference. Pursuant to the Exception Letter, the Estate Planning Transfers were permitted under the "Special Circumstances Exception" of the Policy, subject to the following conditions:

- J. Golsen represented that the Estate Planning Transfers were being effected solely for estate planning purposes;
- Each of the trust Transferees agreed that they would abide by the terms and conditions of the Policy and would not effect, directly or indirectly, any transfer in the Company's securities or in any securities of any entity that directly or indirectly holds securities of the Company prior to the next "open window" under the Policy.
- Any public disclosures, including any filings under applicable securities laws, made in connection with the Estate Planning Transfers, shall specify that the other conditions set forth above are applicable to the Estate Planning Transfers and the Transferees, with the Company having a reasonable opportunity to review and comment on any such public disclosures before they are made.

During the last 60 days, there have been no other transactions in the Common Stock by any of the Reporting Persons not reported herein.

- (d) See Item 6, "Pledge of Common Stock" for a description of certain shares of the Company's Common Stock held by certain Reporting Persons that are subject to a pledge agreement.
- (e) Each of J. Golsen and B. Golsen ceased to be the beneficial owner of more than five percent of the Company's Common Stock as of January 4, 2021.

Item 6. Contracts, Agreements, Underwritings or Relationships With Respect to Securities of the Issuer.

Golsen Group. See Item 2 of this Amendment No. 52 and Exhibit 99.1 for information relating to the departure of the Departing Group Members from the Golsen Group, and the addition of S. Golsen and Quad Capital to the Golsen Group.

Board Representation and Standstill Agreement. Each of the Reporting Persons, with the exception of Quad Capital, and Linda Golsen Rapaport (collectively, the "Golsen Holders") is a party to a Board Representation and Standstill Agreement, dated December 4, 2015, as amended October 26, 2017 and October 18, 2018 (as so amended, the "Board Representation and Standstill Agreement"), together with the Company, LSB Funding, Security Benefit Corporation and Todd Boehly. Under the Board Representation Agreement, the Golsen Holders, collectively, have the right to designate two directors ("Golsen Designated Directors"), and the Board of the Company shall nominate, and shall recommend the election of, and the vote by the stockholders for, the Golsen Holders Designated Directors. However, if the Golsen Holders, collectively, continue to beneficially own at least 2.5% (but not 5% or more) of the then outstanding Common Stock, the Golsen Holders will only be entitled to designate up to one director. These designation rights will terminate immediately on the first date on which the Golsen Holders, collectively, no longer beneficially own at least 2.5% of the then outstanding Common Stock. The foregoing description of the Board Representation Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Board Representation Agreement, a copy of which is filed as Exhibit 10.3 to the Company's Current Report on Form 8-K filed with the SEC on

December 8, 2015, and incorporated herein by reference, as amended by Amendment to the Board Representation and Standstill Agreement, dated October 26, 2017, filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on October 30, 2017 and incorporated by reference herein, and as amended by Amendment to the Board Representation and Standstill Agreement, dated October 18, 2018, filed as Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on October 19, 2018 and incorporated by reference herein.

Letter Agreement. On December 4, 2015, the Golsen Holders and LSB Funding entered into a certain Letter Agreement. Under the terms of the Letter Agreement, subject to certain exceptions, the Golsen Holders agreed to not transfer any of the shares of Common Stock that the Golsen Holders beneficially owned as of November 6, 2015, which included shares of Common Stock that may be issued to certain of the Golsen Holders upon conversion of the Series B and Series D Preferred Stock then owned by such holders (the "Golsen Shares"), unless (a) LSB Funding beneficially owns fewer than 21,000 shares of Series E Preferred Stock; (b) LSB Funding delivers written notice to J. Golsen terminating the Letter Agreement; or (c) no Golsen Holder is serving on the Company's board of directors. Notwithstanding this restriction, the Golsen Holders may transfer up to 25% of the Golsen Shares without restriction (the "Permitted Transfer Amount") and, under certain conditions, may transfer up to the entire amount of the Golsen Shares to a Permitted Transferee, as defined in the Letter Agreement. Each Permitted Transferee must agree to be bound by the terms of the Letter Agreement. Transfers to a Permitted Transferee are not included in the Permitted Transfer Amount, but will be retroactively included in the Permitted Transfer Amount if a transferee of Golsen Shares ceases to be a Permitted Transferee. Additionally, the Permitted Transfer Amount will be proportionately increased if LSB Funding transfers certain shares of Common Stock issuable upon exercise of a warrant. Additionally, the restrictions contained in the Letter Agreement do not prohibit any of the Golsen Holders from pledging Golsen Shares owned by such holder to a financial institution providing financing to such holder.

Shares acquired by the Golsen Holders after November 6, 2015, other than by conversion of the Series B or Series D Preferred Stock owned by the Golsen Holders on or before November 6, 2015, will not be subject to the terms, limitations, or restrictions of the Letter Agreement. The foregoing description of the Letter Agreement is not 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 99.7 to Amendment No. 50 to the Schedule 13D of the Golsen Group and incorporated by reference herein.



Pledge of Common Stock. An aggregate 775,000 shares of the Company's Common Stock is subject to various security agreements between SBL and Bank of the West, in connection with SBL's guarantee of certain revolving credit facilities provided to GFLLC and others. Copies of the security agreements are filed as exhibits to this Amendment No. 52, and incorporated herein by reference. See Item 7.

Item 7. Materials to be Filed as Exhibits.

Item 7 of the Schedule 13D is hereby amended as follows:

- 99.1 Joint Filing Statement and Notification of Departure from Group.
- 99.2 Letter from LSB Industries, Inc. to Jack Golsen, dated December 31, 2020.
- 99.3 Assignment of Investment Property/Securities dated March 5, 2012, executed by SBL, L.L.C. in favor of Bank of the West, is filed as Exhibit 99.8 to Amendment No. 45 and incorporated herein by reference.
- 99.4 Security Agreement dated April 14, 2016, executed by SBL, L.L.C. in favor of Bank of the West, is filed as Exhibit 99.5 to Amendment No. 51 and incorporated herein by reference.
- 99.5 Security Agreement dated May 10, 2017, executed by SBL, L.L.C. in favor of Bank of the West.
- 99.6 Board Representation and Standstill Agreement, dated December 4, 2015, by and among LSB Industries, Inc., LSB Funding LLC, Security Benefit Corporation, Todd Boehly, Jack E. Golsen, Barry H. Golsen, Steven J. Golsen, Linda Golsen Rappaport, Golsen Family LLC, SBL LLC and Golsen Petroleum Corp., is filed as Exhibit 10.3 to the Company's Current Report on Form 8-K filed with the SEC on December 8, 2015, and is incorporated herein by reference.
- 99.7 Amendment to the Board Representation and Standstill Agreement, dated October 26, 2017, is filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on October 30, 2017 and incorporated by reference herein.
- 99.8 Amendment to the Board Representation and Standstill Agreement, dated October 18, 2018, is filed as Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on October 19, 2018 and incorporated by reference herein.
- 99.9 Letter Agreement dated December 4, 2015, by and among Jack E. Golsen, Barry H. Golsen, Steven J. Golsen, Linda Golsen Rappaport, Golsen Family LLC, SBL LLC, Golsen Petroleum Corp. and LSB Funding LLC, is filed as Exhibit 99.7 to Amendment No. 50 and is incorporated herein by reference.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

DATED: January 14, 2021.

/s/ Jack E. Golsen  
JACK E. GOLSEN

/s/ Barry H. Golsen  
BARRY H. GOLSEN

/s/ Steven J. Golsen  
STEVEN J. GOLSEN

GOLSEN FAMILY, L.L.C.

By: /s/ Steven J. Golsen  
Steven J. Golsen, Manager

QUAD CAPITAL, LLC

By: /s/ Steven J. Golsen  
Steven J. Golsen, Manager

SBL, L.L.C.

By: /s/ Steven J. Golsen  
Steven J. Golsen, Manager

GOLSEN PETROLEUM CORPORATION

By: /s/ Steven J. Golsen  
Steven J. Golsen, President

JOINT FILING STATEMENT AND  
NOTIFICATION OF DEPARTURE FROM GROUP

## 1. Agreement as to Joint Filing of Schedule 13D.

In accordance with Rule 13d-1 (k) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the undersigned agree that (1) only one statement containing the information required by Schedule 13D needs to be filed with respect to the beneficial ownership by each of the undersigned of shares of common stock, par value \$.10 per share (the "Common Stock" of LSB Industries, Inc. , a Delaware corporation (the "Company"), (2) any further amendments thereto may be jointly filed by each of the undersigned *except for* the Departing Group Members (as defined in Paragraph 2, below), and (3) this Joint Filing Agreement may be included as an exhibit to the Schedule 13D/ A, provided that, as contemplated by Section 13d-1 (k)(1)(ii), no person will be responsible for the completeness or accuracy of the information concerning the other persons making the filing unless such person knows or has reason to believe that such information is inaccurate. This Joint Filing Agreement may be executed in any number of counterparts, all of which taken together will constitute one and the same instrument.

## 2. Notification of Departure from Group.

Jack E . Golsen; Barry H. Golsen; Steven J. Golsen, Golsen family, L.L.C.; Quad Capital, LLC, SBL, L.L.C. ; and Golsen Petroleum Corporation (together, the "Golsen Group") have, either originally in the Schedule 13D dated October 7, 1985, or as reporting persons filing under amendments to such Schedule 13D, including Amendment No. 52 thereto (as so amended, the "Golsen Group 13D"), filed as a "group," within the meaning of Rule 13d-5(b)(1) under the Exchange Act, regarding the Golsen Group's interest in the Common Stock of the Company. The undersigned each acknowledge and agree that, as of January 4, 2021 (the "Effective Date"), Jack E. Golsen and Barry H. Golsen (together, the "Departing Group Members") have notified Steven J . Golsen, Quad Capital, SBL, L .L.C ., Golsen Petroleum Corporation, and Golsen Family, L.L.C. (the "Remaining Group Members") that each of the Departing Group Members (1) is no longer acting together with each other or with any other person for the purpose of acquiring, holding, voting or disposing of equity securities of the Company and, consequently, (2) is no longer a member of the Golsen Group, and (3) hereby terminates his participation in any future Golsen Group 13D.

Dated: January 4, 2021.

/s/ JACK E. GOLSEN

---

JACK E. GOLSEN

/s/ BARRY H. GOLSEN

---

BARRY H. GOLSEN

/s/ STEVEN J. GOLSEN

STEVEN J. GOLSEN

QUAD CAPITAL, LLC

By: /s/ Steven J. Golsen

Steven J. Golsen, Manager

SBL, L.L.C.

By: /s/ Steven J. Golsen

Steven J. Golsen, Manager

GOLSEN PETROLEUM CORPORATION

By: /s/ Steven J. Golsen

Steven J. Golsen, President

GOLSEN FAMILY L.L.C.

By: /s/ Steven J. Golsen

Steven J. Golsen, Manager



Mr. Jack Golsen  
Individually and as Trustee of the  
Jack E. Golsen 1992 Trust U/A/D December 4, 2020

Re: Estate Planning Matters

December 31, 2020

Gentlemen:

Reference is made herein to certain proposed transfers, for estate planning purposes, by Jack Golsen (the "Transferor") to the undersigned transferees (collectively, the "Transferees") of equity interests in persons directly or indirectly holding stock of the Corporation (collectively, the "Transaction"), which transfers are anticipated to be effected on or around the date hereof

Reference is also made herein to the Insider Trading Policy of the Corporation, as in effect since May 2, 2019 (the "Policy").

Under the Policy, all Corporation directors and officers may engage in any transaction in the Corporation's securities only during an "open window" as further described in the Policy and only after obtaining pre-clearance from the Corporation's General Counsel; provided, that permission to transact outside an "open window" may be granted in certain special extenuating circumstances (the "Special Circumstances Exception").

To the extent otherwise prohibited by the Policy because the Corporation is not in an "open window" on the date hereof, the transfers contemplated by the Transaction are hereby permitted under the Special Circumstances Exception, subject to the following conditions:

1. You have represented that the Transaction is effected solely for estate planning purposes.
2. The Transferees agree that they will abide by the terms and conditions of the Policy and will not effect, directly or indirectly, any transfer in Corporation securities or in any securities of any entity that directly or indirectly holds securities of the Corporation prior to the next "open window" under the Policy. For the avoidance of doubt, the obligations to abide by the terms and conditions of the Policy, for any Transferee not otherwise subject to the terms and conditions of the Policy, will expire upon the opening of the next "open window" under the Policy.
3. Any public disclosures, including any filings under applicable securities laws, made in connection with the Transaction shall specify that the other conditions set forth above are applicable to the Transaction and the Transferees. The Corporation shall have a reasonable opportunity to review and comment on any such public disclosures before they are made.

Please countersign below if the above is acceptable.

*[Signature Page Follows]*

Sincerely,

LSB INDUSTRIES, INC.

/s/ Michael J. Foster

By: Michael J. Foster  
Title: Executive Vice President, Secretary and General  
Counsel

TRANSFEROR:

By: /s/ Jack E. Golsen

Jack E. Golsen, Individually and as Trustee  
Of the Jack E. Golsen 1992 Trust  
U/A/D/ December 4, 2020

TRANSFEREES:

BARRY H. GOLSON 2019 IRREVOCABLE TRUST

U/A/D/ September 10, 2019

By: /s/ Barry H. Golson

Barry H. Golson, Trustee

By: /s/ Irwin H. Steinhorn

Irwin H. Steinhorn, Trustee

STEVEN J. GOLSEN 2019 IRREVOCABLE TRUST

U/A/D/ September 10, 2019

By: /s/ Steven J. Golsen

Steven J. Golsen, Trustee

By: /s/ Irwin H. Steinhorn

Irwin H. Steinhorn, Trustee

LINDA F. RAPPAPORT 2019 IRREVOCABLE TRUST

U/A/D/ September 10, 2019

By: /s/ Linda F. Rappaport

Linda F. Rappaport, Trustee

By: /s/ Irwin H. Steinhorn

Irwin H. Steinhorn, Trustee

## SECURITY AGREEMENT – MARKETABLE SECURITIES

**DATE AND PARTIES.** The date of this Security Agreement (Agreement) is May 10, 2017. The parties and their addresses are:

**SECURED PARTY:**

**THE BANK OF THE WEST**  
4801 Gaillardia Parkway, STE 190  
Oklahoma City, OK 73142

**DEBTOR:**

**GOLSEN FAMILY, LLC LOAN #80831**  
an Oklahoma Limited Liability Company  
16 South Pennsylvania P.O. Box 705  
Oklahoma City, OK 73107

**PLEDGOR/GUARANTOR**

SBL, LLC  
An Oklahoma Limited Liability Company  
16 South Pennsylvania  
Oklahoma City, OK 73107

**Definitions.** For the purposes of this document, the following Terms have the following meanings.

“Loan” refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

The pronouns “you” and “your” refer to the Secured Party. The pronouns “I”, “me” and “my” refer to each person or entity signing this Agreement as Debtor and agreeing to give the Property described in this Agreement as security for the Secured Debts.

Where the owner of the Property is different from the obligor or guarantor whose obligation this Agreement secures, “Debtor” refers to each person or entity who is an owner of the Property and “Obligor” or “Guarantor,” as applicable, refer to such parties as designated in the SECURED DEBTS section.

**1. SECURED DEBTS.** The term “Secured Debts” includes and this Agreement will secure each of the following:

**A. Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 80831, dated March 5, 2012, from Golsen Family, L.L.C. (Obligor) to you, in the amount of \$3,015,000.00.

**B. All Debts.** All present and future debts from Obligor to you, even if this Agreement is not specifically referenced, the future debts are also secured by other collateral, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Agreement, each agrees that it will secure debts incurred either individually or with others who may not sign this Agreement. Nothing in this Agreement constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing.

This Agreement will not secure any debt which is also secured by real property or for which a non-possessory, non-purchase money security interest is created in “household goods” in connection with a “consumer loan,” as those terms are defined by federal law governing unfair and deceptive credit practices. In addition, this Agreement will not secure any other debt if, with respect to such other debt, you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

**C. Sums Advanced.** All sums advanced and expenses incurred by you under the terms of this Agreement.

Loan Documents refer to all the documents executed in connection with the Secured Debts.

**2. LIMITATIONS ON CROSS-COLLATERALIZATION.** The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in “household goods” in connection with a “consumer loan,” as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X). that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act, (Regulation Z). that are required for loans secured by the Property.

**3. NON-OBLIGATED OWNER.** Any one of us, who is not also identified as an Obligor in the Secured Debts section of this Agreement and who signs this Agreement, is referred to herein as a Non-Obligated Owner for purposes of subsection 7(d)(4) of 12 C.F.R. 1002 (Regulation B) which implements the Equal Credit Opportunity Act (ECOA). By signing this Agreement, I, as a Non-Obligated Owner, do grant a security interest, and assign my rights and interests, in the Property to secure payment of the Secured Debts, to create a valid lien, to pass clear title, to waive inchoate rights and to assign earnings or rights to payment under any lease or rent of the Property. However, I, as a Non-Obligated Owner, am not personally liable for the Secured Debts.

**4. SECURITY INTEREST.** To secure the payment and performance of the Secured Debts, I grant you a security interest in all of the Property described in this Agreement that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products from the Property (including, but not limited to, all parts, accessories, repairs, replacements, improvements, and accessions to the Property). Property is all the collateral given as security for the Secured Debts and described in this Agreement, and includes all obligations that support the payment or performance of the Property. “Proceeds” includes cash proceeds, non-cash proceeds and anything acquired upon



the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and you are no longer obligated to advance funds to me under any loan or credit agreement.

**5. PROPERTY DESCRIPTION.** The Property is described as follows:

**A. Investment Property.** All investment property, including securities, whether certificate or uncertificated, security entitlements, securities accounts, commodity contracts or commodity accounts. The term "Investment Property" is as defined by the Uniform Commercial Code and further as modified or amended by the laws of the jurisdiction which governs this transaction. With respect to security entitlements, security accounts and commodity accounts, this section is subject to the sufficiency of description requirements in UCC 9-1 08(e)(2), as amended.

**B. Specific Property.** 275,000 shares of LSB INDUSTRIES Common stock SYMBOL LXU NYSE, represented by certificate number(s) SEE ATTACHED EXHIBIT A FOR COMPLETE LIST OF PLEDGED STOCK CERTIFICATES.

**6. WARRANTIES AND REPRESENTATIONS.** I make to you the following warranties and representations which will continue as long as this Agreement is in effect:

**A. Power.** I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

**B. Authority.** The execution, delivery and performance of this Agreement and the obligation evidenced by this Agreement are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my property is subject.

**C. Name and Location.** My name indicated in the DATE AND PARTIES section is my exact legal name. I am an entity organized and registered under the laws of Oklahoma. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.

**D. Business Name.** Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

**E. Ownership of Property.** I represent that I own all of the Property. Your claim to the Property is ahead of the claims of any other creditor, except as disclosed in writing to you prior to any advance on the Secured Debts. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

**7. DUTIES TOWARD PROPERTY.**

**A. Protection of Secured Party's Interest.** I will defend the Property against any other claim. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these and make copies at any reasonable time. I will prepare any report or accounting you request which deals with the Property.

**B. Use, Location, and Protection of the Property.** I will keep the Property in my possession and in good repair. I will use it only for commercial purposes. I will not change this specified use without your prior written consent. You have the right of reasonable access to inspect the Property and I will immediately inform you of any loss or damage to the Property. I will not cause or permit waste to the Property. I will keep the Property at my address listed in the DATE AND PARTIES section unless we agree I may keep it at another location. If the Property is to be used in other states, I will give you a list of those states. The location of the Property is given to aid in the identification of the Property. It does not in any way limit the scope of the security interest granted to you. I will notify you in writing and obtain your prior written consent to any change in location of any of the Property. I will not use the Property in violation of any law. I will notify you in writing prior to any change in my address, name or, if an organization, any change in my identity or structure. Until the Secured Debts are fully paid and this Agreement is terminated, I will not grant a security interest in any of the Property without your prior written consent. I will pay all taxes and assessments levied or assessed against me or the Property and provide timely proof of payment of these taxes and assessments upon request.

---

Golsen Family, L.L.C.

Oklahoma Security Agreement

OK/4XCHARLIE0000000009887041N

Wolters Kluwer Financial Services ©1996, 2016 Bankers Systems™

Initials \_\_\_\_\_

Page 1

**C. Selling, leasing or Encumbering the Property.** I will not sell, offer to sell, lease, or otherwise transfer or encumber the Property without your prior written permission. Any disposition of the Property contrary to this Agreement will violate your rights. Your permission to sell the Property may be reasonably withheld without regard to the creditworthiness of any buyer or transferee. I will not permit the Property to be the subject of any court order affecting my rights to the Property in any action by anyone other than you. If the Property Includes chattel paper or instruments, either as original collateral or as proceeds of the Property, I will note your security interest on the face of the chattel paper or instruments.

**D. Additional Duties Specific to Investment Property or Securities.** Upon receipt, I will deliver to you all Property such as stock dividends and securities resulting from stock splits, reorganizations and recapitalizations.

I will issue instructions and take all necessary actions to assure your control over the Property which may Include any of the following:

- (1) Registering or delivering certificates to you with the proper endorsements.
- (2) Informing an issuer, securities intermediary, or commodities intermediary that I have consensually entered into an agreement with you requesting them to comply with instructions or entitlement orders issued by you regarding the Property without further consent from me.
- (3) Causing the clearing corporation to reduce my account or the financial intermediary's account where I hold the Property and to increase your account or the financial intermediary's account where you hold securities by the amount of the Secured Debts or the number of shares assigned.
- (4) Causing the issuer of the Property to register this securities interest (pledge) to you and to send written confirmation of the registration to you.

**8. AUTHORITY TO PERFORM.** I authorize you to do anything you deem reasonably necessary to protect the Property, and perfect and continue your security interest in the Property. If I fail to perform any of my duties under this Agreement or any other loan Document, you are authorized, without notice to me, to perform the duties or cause them to be performed.

These authorization5 include, but are not limited to, permission to:

- A. pay and discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Property.
- B. pay any rents or other charges under any lease affecting the Property.
- C. order and pay for "the repair, maintenance and pre-servation of the Property.
- D. file any financing statements on my behalf and pay for filing and recording fees pertaining to the Property.
- E. place a note on any chattel paper indicating your interest in the Property.
- F. take any action you feel necessary to realize on the Property, including performing any part of a contract or endorsing it in my name.
- G. exercise all voting or other ownership rights pertaining to the Property (although you are not obligated to do so).
- H. handle any suits or other proceedings involving the Property in my name.
- I. prepare, file, and sign my name to any necessary reports or accountings.
- J. make an entry on my books and records showing the existence of this Agreement.

If you perform for me, you will use reasonable care. If you exercise the care and follow the procedures that you generally apply to the collection of obligations owed to you, you will be deemed to be using reasonable care. Reasonable care will not include: any steps necessary to preserve rights against prior parties; the duty to send notices, perform services or take any other action in connection with the management of the Property; or the duty to protect, preserve or maintain any security interest given to others by me or other parties. Your authorization to perform for me will not create an obligation to perform and your failure to perform will not preclude you from exercising any other rights under the law or this Agreement. All cash and non-cash proceeds of the Property may be applied by you only upon your actual receipt of cash proceeds against such of the Secured Debts, matured or unmatured, as you determine in your sole discretion. If you come into actual or constructive possession of the Property, you will preserve and protect the Property. For purposes of this paragraph, you will be in actual possession of the Property only when you have physical, immediate and exclusive control over the Property and you have affirmatively accepted that control. You will be in constructive possession of the Property only when you have both the power and the intent to exercise control over the Property.

**9. DEFAULT.** I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

- A. Payments.** I or Obligor fail to make a payment in full when due.
- B. Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Obligor, or any co-signer, endorser, surety or guarantor of this Agreement or any other obligations Obligor has with you.
- C. Business Termination.** I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent.
- D. Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Agreement.
- E. Other Documents.** A default occurs under the terms of any other Loan Document.
- F. Other Agreements.** I am in default on any other debt or agreement I have with you.
- G. Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. Judgment.** I fail to satisfy or appeal any judgment against me.
- I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. Name Change.** I change my name or assume an additional name without notifying you before making such a change.
- K. Property Transfer.** I transfer all or a substantial part of my money or property.
- L. Property Value.** You determine in good faith that the value of the Property has declined or is impaired.

**M. Material Change.** Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.

**N. Insecurity.** You determine in good faith that a material adverse change has occurred in Borrower's financial condition from the conditions set forth in Borrower's most recent financial statement before the date of this Agreement or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

**10. DUE ON SALE OR ENCUMBRANCE.** You may, at your option, declare the entire balance of this Agreement to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

**11. REMEDIES.** After I default, you may at your option do any one or more of the following.

**A. Acceleration.** You may make all or any part of the amount owing by the terms of the Secured Debts immediately due.

**B. Sources.** You may use any and all remedies you have under state or federal law or in any Loan Document.

**C. Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on my default.

**D. Payments Made On My Behalf.** Amounts advanced on my behalf will be immediately due and may be added to the Secured Debts.

**E. Assembly of Property.** You may require me to gather the Property and make it available to you in a reasonable fashion.

**F. Repossession.** You may repossess the Property so long as the repossession does not involve a breach of the peace. You may sell, lease or otherwise dispose of the Property as provided by law. You may apply what you receive from the disposition of the Property to your expenses, your attorneys' fees and legal expenses (where not prohibited by law), and any debt I owe you. Subject to the NON-OBLIGATED OWNER section, if what you receive from the disposition of the Property does not satisfy the debt, I will be liable for the deficiency (where permitted by law). In some cases, you may keep the Property to satisfy the debt.

Where a notice is required, I agree that ten days prior written notice sent by first class mail to my address listed in this Agreement will be reasonable notice to me under the Oklahoma Uniform Commercial Code. If the Property is perishable or threatens to decline speedily in value, you may, without notice to me, dispose of any or all of the Property in a commercially reasonable manner at my expense following any commercially reasonable preparation or processing (where permitted by law).

If any items not otherwise subject to this Agreement are contained in the Property when you take possession, you may hold these items for me at my risk and you will not be liable for taking possession of them (where permitted by law).

**G. Use and Operation.** You may enter upon my premises and take possession of all or any part of my property for the purpose of preserving the Property or its value, so long as you do not breach the peace. You may use and operate my property for the length of time you feel is necessary to protect your interest, all without payment or compensation to me.

**H. Waiver.** By choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

**12. WAIVER OF CLAIMS.** I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

**13. PERFECTION OF SECURITY INTEREST AND COSTS.** I authorize you to file a financing statement and/or security agreement, as appropriate, covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining perfection or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code. I agree to pay all taxes, fees and costs you pay or incur in connection with preparing, filing or receding any financing statements or other security interest filings on the Property. I agree to pay all actual costs of terminating your security interest.

**14. APPLICABLE LAW.** This Agreement is governed by the laws of Oklahoma, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Oklahoma, unless otherwise required by law.

**15. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. You may sue each Debtor individually or together with any other Debtor. You may release any part of the Property and I will still be obligated under this Agreement for the remaining Property. Debtor agrees that you and any party to this Agreement may extend, modify or make any change in the terms of this Agreement or any evidence of debt without Debtor's consent. Such a change will not release Debtor from the terms of this Agreement. If you assign any of the Secured Debts, you may assign all or any part of this Agreement without notice to me or my consent, and this Agreement will inure to the benefit of your assignee to the extent of such assignment. You will continue to have the unimpaired right to enforce this Agreement as to any of the Secured Debts that are not assigned. This agreement shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Secured Debts and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

**16. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing and executed by you and me. This Agreement and the other Loan Documents are the complete and final

expression of the understanding between you and me. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**17. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

**18. NOTICE AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Debtor will be deemed to be notice to all Debtors. I will inform you in writing of any change in my name, address or other application information. I will provide you any other, correct and complete information you request to effectively grant a security interest on the Property. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Agreement and to confirm your lien status on any Property. Time is of the essence.

**SIGNATURES.** By signing, I agree to the terms contained in this Agreement. I also acknowledge receipt of a copy of this Agreement.

**PLEDGOR/GUARANTOR:**

**SBL, LLC**

By: /s/ Jack E. Golsen  
Jack E. Golsen, Manager

Golsen Family, L.L.C.  
Oklahoma **Security Agreement**  
OK/4XCHARLIE0000000009887041N

Wolters Kluwer Financial Services ©1996, 2016 Bankers Systems™

Initials \_\_\_\_\_  
Page 3

**EXHIBIT "A" TO THE SECURITY AGREEMENT DATED MAY 10, 2017**  
**ADDITIONAL SHARES PLEDGED**

Golsen Family, LLC Loan #80831

SBL, LLC—Guarantor and Pledgor  
LSB Industries, Inc. Common Stock Symbol LXU  
Collateral in Safe Keeping at The Bank of the West  
Oklahoma City Division  
4801 N. Gaillardia, Suite 190  
Oklahoma City, OK 73142

Tax ID #	Certificate		
	Certificate#	Date	#Shares
73-1477865	ZQ00012819	4/11/2016	25,000
	ZQ00012787	4/11/2016	25,000
	ZQ00012808	4/11/2016	25,000
	ZQ00012809	4/11/2016	25,000
	ZQ00012810	4/11/2016	25,000
	ZQ00012811	4/11/2016	25,000
	ZQ00012812	4/11/2016	25,000
	ZQ00012813	4/11/2016	25,000
	ZQ00012814	4/11/2016	25,000
	ZQ00012815	4/11/2016	25,000
	ZQ00012816	4/11/2016	25,000
		<b>Total</b>	<b>275,000</b>