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

SCHEDULE 13D

(Rule 13d-101)

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
RULE 13d-2(a)**

**Under the Securities Exchange Act of 1934
(Amendment No. 3)***

LSB Industries, Inc.
(Name of Issuer)

Common Stock, par value \$0.10 per share
(Title of Class of Securities)

502160104
(CUSIP Number)

Anthony D. Minella
c/o LSB Funding LLC Legal Department
600 Steamboat Road
Greenwich, CT 06830
1-800-224-6469

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

September 27, 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 that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

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 ("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).

(Continued on following pages)

* 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 ("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).

SCHEDULE 13D

CUSIP No. 502160104

1	Name of Reporting Person LSB Funding LLC	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds AF	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 53,135,329 shares of Common Stock(1)
	8	Shared Voting Power 0
	9	Sole Dispositive Power 53,135,329 shares of Common Stock(1)
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 53,135,329 shares of Common Stock(1)	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 66.95% of Common Stock(1)(2)	
14	Type of Reporting Person OO	

- (1) Represents 4,069,324 shares of common stock, par value \$0.10 per share (the "Common Stock") issued to the Reporting Person upon the cashless exercise of warrants (the "Warrants") held by the Reporting Person and 49,066,005 shares of Common Stock issued to the Reporting Person upon consummation of the transactions pursuant to the Securities Exchange Agreement referred to herein. Amount does not include 1,220,797 shares of Common Stock expected to be issued to the Reporting Person on October 8, 2021 in connection with the Issuer's previously announced special dividend to the holders of record of its Common Stock on the record date of September 24, 2021.
- (2) Calculated based on 30,300,571 shares of Common Stock outstanding as of July 23, 2021, as reported in LSB Industries, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2021 plus an additional 49,066,005 shares issued to the Reporting Person pursuant to the Securities Exchange Agreement. The amount and percentage set forth above do not include shares of Common Stock expected to be issued on October 8, 2021 in connection with the Issuer's previously announced special dividend to the holders of record of its Common Stock (including the Reporting Person) on the record date of September 24, 2021.

Item 1. Security and Issuer

This statement on Schedule 13D this (“Statement”) relates to the common stock, par value \$0.10 per share (the “Common Stock”) of LSB Industries, Inc., a Delaware corporation (the “Issuer”). The address of the principal executive offices of the Issuer is 3503 NW 63rd Street, Suite 500, Oklahoma City, Oklahoma 73116.

This Statement represents Amendment No. 3 to the Schedule 13D (the “Original Schedule 13D”), originally filed with the Securities and Exchange Commission by LSB Funding LLC (the “Reporting Person”) on December 14, 2015, and amended by Amendment No. 1 to the Schedule 13D (the “Amendment No. 1”), originally filed with the Securities and Exchange Commission by the Reporting Person on May 20, 2016 and amended by Amendment No. 2 to the Schedule 13D (the “Amendment No. 2”), originally filed with the Securities and Exchange Commission by the Reporting Person on July 20, 2021.

All capitalized terms not otherwise defined herein have the meanings set forth in the Original Schedule 13D, Amendment No. 1 or Amendment No. 2, as applicable.

Item 4. Purpose of Transaction

Item 4 is hereby amended to add the following:

On July 19, 2021, the Reporting Person and the Issuer entered into a Securities Exchange Agreement (the “Securities Exchange Agreement”), pursuant to which the Reporting Person and the Issuer agreed to exchange, on the terms and subject to the conditions set forth therein, (a) the 139,768 shares of Series E-1 Cumulative Redeemable Class C Preferred Stock of the Issuer (the “Series E-1 Preferred Stock”) held by the Reporting Person for shares of Common Stock and (b) the one (1) share of Series F-1 Preferred Stock held by the Reporting Person for shares of Common Stock (the “Series F-1 Preferred Stock” and, together with the Series E-1 Preferred Stock, the “Preferred Stock”), based on the liquidation preference and redemption price, respectively, of the Preferred Stock and a volume weighted average exchange price of \$6.16 per share of Common Stock; provided, that the aggregate number of shares of Common Stock issuable pursuant to clauses (a) and (b) above will be reduced by the number of shares of Common Stock that the Reporting Person will receive in respect of the payment of a dividend on the Common Stock described in the Securities Exchange Agreement (such net number of shares of Common Stock to be issued, the “Issued Shares” and such transactions, the “Exchange”). On September 27, 2021, the Exchange was consummated and the Issuer issued 49,066,005 Issued Shares to the Reporting Person.

At the closing of the Exchange, the Issuer and the Reporting Person also entered into certain modifications to the Registration Rights Agreement between the Reporting Person and the Issuer and the Board Representation and Standstill Agreement among the Reporting Person, the Issuer and the other parties thereto, each as described in the Securities Exchange Agreement. The Amendment and Waiver to Board Representation and Standstill Agreement, dated as of September 27, 2021, by and among the Issuer, the Reporting Person and the other parties thereto (a) deletes certain prohibited activities, including, among other things, (i) calling a special meeting of the stockholders by the Reporting Person and (ii) the Reporting Person proposing to remove, or voting to remove, any directors of the Issuer, and (b) shortens the term of the standstill provisions so that they will terminate no later than the second anniversary of the closing date of the Exchange.

The description of the Securities Exchange Agreement is a summary only and is qualified in its entirety by reference to the text of the Securities Exchange Agreement. The Securities Exchange Agreement is incorporated by reference to Exhibit 10.1 to the Issuer’s Current Report on Form 8-K filed with the Securities and Exchange Commission (the “SEC”) on July 20, 2021.

The description of the Amendment and Waiver to Board Representation and Standstill Agreement is a summary only and is qualified in its entirety by reference to the text of the Amendment and Waiver to Board Representation and Standstill Agreement. The Amendment and Waiver to Board Representation and Standstill Agreement is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Item 5. Interest in Securities of the Issuer

Sections (a), (b) and (c) of Item 5 are hereby amended and restated in their entirety as follows:

(a), (b) Based upon the Issuer’s quarterly report on Form 10-Q for the quarter ended June 30, 2021, there were 30,300,571 shares of Common Stock outstanding as of July 23, 2021, plus an additional 49,066,005 shares issued to the Reporting Person

pursuant to the Securities Exchange Agreement. The Reporting Person previously owned 4,069,324 shares of Common Stock and, on September 27, 2021, the transactions contemplated by the Securities Exchange Agreement were consummated and the Issuer issued an additional 49,066,005 shares of Common Stock to the Reporting Person. Accordingly, the Reporting Person beneficially owns Common Stock representing approximately 66.95% of the outstanding Common Stock. The Reporting Person has sole voting and dispositive power over such shares. The amount and percentage set forth above do not include shares of Common Stock expected to be issued on October 8, 2021 in connection with the Issuer's previously announced special dividend to the holders of record of its Common Stock (including the Reporting Person) on the record date of September 24, 2021.

(c) Except as reported herein, in the Original Schedule 13D, in Amendment No. 1 and in Amendment No. 2, the Reporting Person has not effected any transactions in the Common Stock during the past 60 days.

Item 7. Material to be Filed as Exhibits

Exhibit 99.1 Amendment and Waiver to Board Representation and Standstill Agreement, dated as of September 27, 2021, by and among the Issuer, the Reporting Person and the other parties thereto.

SIGNATURES

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: September 27, 2021

LSB FUNDING LLC

By: /s/ Todd Boehly

Name: Todd Boehly

Title: Manager

EXHIBIT INDEX

Exhibit 99.1 Amendment and Waiver to Board Representation and Standstill Agreement, dated as of September 27, 2021, by and among the Issuer, the Reporting Person and the other parties thereto.

AMENDMENT AND WAIVER

TO

BOARD REPRESENTATION AND STANDSTILL AGREEMENT

This Amendment and Waiver (this "Amendment") to the Board Representation and Standstill Agreement, dated as of December 4, 2015 (as previously amended on October 26, 2017 and October 18, 2018, the "Agreement"), by and among LSB Industries, Inc., a Delaware corporation (the "Company"), LSB Funding LLC, a Delaware limited liability company (the "Purchaser"), Security Benefit Corporation, a Kansas corporation ("Security Benefit"), Todd Boehly, an individual ("Boehly"), Jack E. Golsen, an individual ("J. Golsen"), Steven J. Golsen, an individual ("S. Golsen"), Barry H. Golsen, an individual ("B. Golsen"), Linda Golsen Rappaport, an individual ("L. Rappaport"), Golsen Family LLC, an Oklahoma limited liability company ("Family LLC"), SBL LLC, an Oklahoma limited liability company ("SBL LLC"), and Golsen Petroleum Corp., an Oklahoma corporation (together with J. Golsen, S. Golsen, B. Golsen, L. Rappaport, Family LLC and SBL LLC, each a "Golsen Holder" and, collectively, the "Golsen Holders"), is made and entered into as of September 27, 2021, by and among the Company, the Purchaser, Security Benefit, Boehly and each of the Golsen Holders. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS, pursuant to a Securities Exchange Agreement, dated as of July 19, 2021 between the Company and the Purchaser (the "Exchange Agreement"), the Company and the Purchaser have agreed that the Company will issue to the Purchaser shares of the Company's Common Stock in exchange for the Purchaser surrendering for exchange all of its shares of Series E-1 Cumulative Redeemable Class C Preferred Stock ("Series E-1 Preferred") and the Company's Series F-1 Redeemable Class C Preferred Stock ("Series F-1 Preferred");

WHEREAS, Section 4(f)(ii) of the Agreement provides, in relevant part, that the Agreement may be amended only in a writing signed by each of the Parties; and

WHEREAS, in furtherance of the foregoing transactions and as contemplated by the Securities Exchange Agreement, each of the Parties desires to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Amendment. Each of the Parties hereby agrees that the Agreement is amended by replacing Section 3 of the Agreement in its entirety with the following:

"Section 3. Standstill.

(a) During the period commencing on the Closing and ending on the Standstill Termination Date, as defined below, provided that the Company is not in breach of its obligations under this Agreement (including Section 1 hereof), each of the Purchaser Parties (so long as such Purchaser Party is an Affiliate of the beneficial owner of the Company securities issued under the Purchase Agreement or the Exchange Agreement) shall not, and shall cause its controlled Affiliates not to, directly or indirectly:

(i) engage in any hostile or takeover activities with respect to the Company (including by means of a tender offer or soliciting proxies or written consents, other than as recommended by the Board);

(ii) acquire or propose to acquire beneficial ownership of additional Common Stock (other than the Common Stock issuable upon the closing of the transactions contemplated by the Exchange Agreement) or other Company equity securities; or

(iii) acquire or propose to acquire any other equity securities of the Company or any equity securities of any Affiliates of the Company.

(b) Specifically, but without limiting Section 3(a), during the period commencing on the Closing and ending on the Standstill Termination Date, without the prior written consent of the Company, each of the Purchaser Parties shall not, and shall cause its controlled Affiliates not to, directly or indirectly:

(i) propose to enter into, directly or indirectly, any merger, consolidation, recapitalization, business combination, partnership, joint venture, acquisition or similar transaction involving the Company or any of its Affiliates or their properties, except as expressly permitted hereby;

(ii) form, join or participate in a “group” (within the meaning of Section 13(d) of the Exchange Act) with respect to any voting securities of the Company or any of its Affiliates with anyone other than the Purchaser Parties or the Purchaser’s Affiliates;

(iii) publicly disclose any intent, plan or arrangement inconsistent with this Agreement; or

(iv) advise, assist or encourage others in connection with the above.

(c) Notwithstanding the foregoing provisions of this Section 3, the foregoing provisions shall not, and are not intended to:

(i) prohibit any Purchaser Party or its controlled Affiliates from privately communicating with, including making any offer or proposal to, the Board;

(ii) restrict in any manner how any Purchaser Party or its controlled Affiliates vote their Common Stock or other Company securities, except as provided in Section 2;

(iii) restrict the manner in which any Purchaser Designated Director may (A) vote on any matter submitted to the Board or the Stockholders, (B) participate in deliberations or discussions of the Board (including making suggestions or raising issues to the Board) in his or her capacity as a member of the Board, or (C) take actions required by his or her exercise of legal duties and obligations as a member of the Board or refrain from taking any action prohibited by his or her legal duties and obligations as a member of the Board;

(iv) restrict any Purchaser Party or any of its Permitted Transferees from selling or transferring any of their Company securities to any other Purchaser Party or its Permitted Transferees or any successor of such Purchaser Party that, in any such case, agrees to be bound by the provisions contained in this Agreement; or

(v) restrict the preemptive rights provided to the Purchaser pursuant to Section 4.13 of the Exchange Agreement, the exercise thereof by the Purchaser or the purchase or acquisition of any Company securities by the Purchaser pursuant thereto.

(d) “Standstill Termination Date” means the earliest of (i) 90 days after the Board Designation Termination Date, (ii) the later of (A) the first anniversary of the date of this Agreement and (B) 90 days after the date on which all Purchaser Designated Directors have resigned or been removed from the Board and the Purchaser has permanently waived and renounced its Board designation rights under Section 1 and (iii) the two (2) year anniversary of the Closing Date (as defined in the Exchange Agreement).

(e) Each Purchaser Party hereby represents and warrants to the Company that such Purchaser Party is an Affiliate of the Purchaser as of the date hereof.

2. Limited Waiver. Each of the parties hereto hereby irrevocably and unconditionally waives Section 3 of the Agreement solely to the extent necessary to permit the Exchange (as defined in the Exchange Agreement) and the other transactions expressly contemplated to occur pursuant to the Closing Date (as defined in the Exchange Agreement).

3. No Other Amendments. Except for the changes expressly made by this Amendment, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

4. Governing Law. This Amendment, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Amendment, will be construed in accordance with and governed by the laws of the State of Delaware without regard to principles of conflicts of laws.

5. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same agreement.

6. Effectiveness; Further Assurances. Subject to the execution and delivery of a counterpart signature page to this Amendment by each of the Parties hereto, this Amendment shall be deemed effective as of the time that is immediately after the Closing Date (as defined in the Exchange Agreement), except that Section 2 hereof shall be deemed effective as of the time that is immediately prior to the Closing Date (as defined in the Exchange Agreement). Each party hereto agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by law or as, in the reasonable judgment of the parties hereto, may be necessary or advisable to carry out the intent and purposes of this Amendment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto execute this Amendment and Waiver to the Board Representation and Standstill Agreement, effective as of the date first above written.

COMPANY:

LSB INDUSTRIES, INC.

By: /s/ Cheryl Maguire

Name: Cheryl Maguire

Title: CFO

[Signature Page to Amendment and Waiver to Board Representation and Standstill Agreement]

PURCHASER PARTIES:

LSB FUNDING LLC

By: /s/ Todd Boehly

Name: Todd Boehly

Title: Manager

SECURITY BENEFIT CORPORATION

By: /s/ Blaine Hirsch

Name: Blaine Hirsch

Title: Authorized Signatory

/s/ Todd Boehly

Todd Boehly

[Signature Page to Amendment and Waiver to Board Representation and Standstill Agreement]

GOLSEN HOLDERS:

/s/ Jack E. Golsen

Jack E. Golsen

/s/ Barry H. Golsen

Barry H. Golsen

/s/ Steven J. Golsen

Steven J. Golsen

/s/ Linda Golsen Rappaport

Linda Golsen Rappaport

GOLSEN FAMILY LLC

By: /s/ Steven J. Golsen

Name: Steven J. Golsen

Title: President

SBL LLC

By: /s/ Steven J. Golsen

Name: Steven J. Golsen

Title: President

GOLSEN PETROLEUM CORP.

By: /s/ Steven J. Golsen

Name: Steven J. Golsen

Title: President

[Signature Page to Amendment and Waiver to Board Representation and Standstill Agreement]