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**United States**  
**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

Date of Report: **October 21, 2014**

**FLINT HILLS RESOURCES HOUSTON CHEMICAL, LLC**  
(formerly known as **PL Propylene LLC** and as successor by merger to **PetroLogistics LP**)  
(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**001-35529**  
**333-190106**  
Commission  
File Number

**20-8366084**  
(IRS Employer  
Identification No.)

**4111 E. 37<sup>th</sup> St. North**  
**Wichita, KS 67220-3203**  
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(316) 828-5000**

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement.**

On October 21, 2014 (the “Effective Date”), Flint Hills Resources Houston Chemical, LLC (the “Company”) and FHR Houston Chemical Finance Corp. (“Finance Corp.” and together with the Company, the “Issuers”) and Wells Fargo Bank, National Association (the “Trustee”), as trustee, entered into a Second Supplemental Indenture, dated October 21, 2014 (the “Second Supplemental Indenture”). The Second Supplemental Indenture amends the Indenture, dated March 28, 2013 (as previously amended, the “Indenture”), with respect to the Issuers’ outstanding 6.25% Senior Notes due 2020 (the “Notes”). The amendments (the “Amendments”) (a) replace the reporting covenant contained in Section 4.03 of the Indenture, which requires that the Company file reports with the Securities and Exchange Commission, with a requirement that the Company provide holders of the Notes with a specified set of information that is more typical of debt securities issued in a Rule 144A-for-life transaction, and (b) amend Section 5.01(a) of the Indenture to remove the prohibition on the consolidation or merger of Finance Corp. with or into an entity that is not a corporation.

On October 22, 2014, following effectiveness of the Second Supplemental Indenture, Finance Corp. was merged with and into the Company (the “Merger”). In connection with the Merger, the Company entered into a Third Supplemental Indenture, dated as of October 22, 2014 (the “Third Supplemental Indenture”), with the Trustee. Pursuant to the Third Supplemental Indenture, the Company, as the successor of Finance Corp., assumed the obligations of Finance Corp. under the Indenture and the Notes.

The foregoing descriptions of the Second Supplemental Indenture and the Third Supplemental Indenture do not purport to be complete and are qualified in their entirety by reference to the full text of the Second Supplemental Indenture and the Third Supplemental Indenture, copies of which are attached hereto as Exhibit 4.1 and Exhibit 4.2 and incorporated herein by reference.

**Item 3.03 Material Modification to the Rights of Security Holders.**

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

**Item 8.01 Other Events.**

On October 22, 2014, the Company issued a press release announcing that as of 5:00 p.m., New York City time, on October 21, 2014, the previously announced solicitation of consents (the “Consent Solicitation”) from holders of the Notes to approve amendments to the Indenture had expired. The Company also announced that the Issuers received the requisite consents pursuant to the Consent Solicitation from holders of the Notes to approve the Amendments. The Company has made a cash payment (the “Consent Payment”) of \$5.00 per \$1,000 in aggregate principal amount of Notes held by each holder of Notes as of 5:00 p.m., New York City time, on October 6, 2014, who validly delivered and did not revoke its consent prior to the Expiration Time.

A copy of the press release is filed as Exhibit 99.1 hereto and incorporated by reference herein. The furnishing of the press release as an exhibit to this report does not constitute a solicitation of consents or proxies or an offer to sell or a solicitation of an offer to buy any security in connection with the Merger or otherwise.

**Item 9.01. Financial Statements and Exhibits**

<b>Number</b>	<b>Exhibit</b>
4.1	Second Supplemental Indenture, dated as of October 21, 2014, among Flint Hills Resources Houston Chemical, LLC, FHR Houston Chemical Finance Corp. and Wells Fargo Bank, National Association, as trustee
4.2	Third Supplemental Indenture, dated as of October 22, 2014, between Flint Hills Resources Houston Chemical, LLC and Wells Fargo Bank, National Association, as trustee
99.1	Press Release dated October 22, 2014

**SIGNATURES**

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

**FLINT HILLS RESOURCES HOUSTON CHEMICAL, LLC**

By: /s/ Wade D. Marquardt

Wade D. Marquardt

Treasurer

Date: October 23, 2014

## EXHIBIT INDEX

Number	Exhibit
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4.2	Third Supplemental Indenture, dated as of October 22, 2014, between Flint Hills Resources Houston Chemical, LLC and Wells Fargo Bank, National Association, as trustee
99.1	Press Release dated October 22, 2014

**FLINT HILLS RESOURCES HOUSTON CHEMICAL, LLC**

(formerly known as PL Propylene LLC and successor by merger to PetroLogistics LP)

and

**FHR HOUSTON CHEMICAL FINANCE CORP.**

(formerly known as PetroLogistics Finance Corp.)

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6.25% Senior Notes due 2020

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**SECOND SUPPLEMENTAL INDENTURE**

Dated as of October 21, 2014

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WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee

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This SECOND SUPPLEMENTAL INDENTURE, dated as of October 21, 2014, is among Flint Hills Resources Houston Chemical, LLC, a Delaware limited liability company (the “*Company*”), FHR Houston Chemical Finance Corp., a Delaware corporation (“*Finance Corp.*”), and Wells Fargo Bank, National Association, a national banking association, as Trustee.

#### RECITALS

WHEREAS, PetroLogistics LP, a Delaware limited partnership and predecessor to the Company (“*PetroLogistics*”), and Finance Corp. (then known as PetroLogistics Finance Corp.), as Issuers, the Company (then known as PL Propylene LLC), as Guarantor, and the Trustee entered into an Indenture, dated as of March 28, 2013 (the “*Base Indenture*”), pursuant to which PetroLogistics and Finance Corp. issued \$365,000,000 in principal amount of their 6.25% Senior Notes due 2020 (the “*Notes*”);

WHEREAS, pursuant to an internal restructuring, PetroLogistics and PetroLogistics GP LLC were merged with and into the Company (then known as PL Propylene LLC) on July 16, 2014.

WHEREAS, the Company, Finance Corp. and the Trustee entered into a First Supplemental Indenture, dated as of July 16, 2014 (together with Base Indenture, the “*Indenture*”), pursuant to which the Company assumed the obligations of PetroLogistics and PetroLogistics GP LLC under the Indenture and the Notes;

WHEREAS, Section 9.02 of the Indenture provides that the Company, Finance Corp. and the Trustee may amend or supplement the Indenture (other than certain provisions enumerated in Section 9.02 of the Indenture, which provisions are not implicated hereby) with the consent of the Holders of a majority in principal amount of the outstanding Notes;

WHEREAS, the Company and Finance Corp. have solicited, and, according to the written certification from the Information and Tabulation Agent, the Company and Finance Corp. have received, consents upon the terms and subject to the conditions set forth in the Consent Solicitation Statement, dated October 7, 2014 (the “*Consent Solicitation Statement*”), from Holders representing a majority in aggregate principal amount of the outstanding Notes, to the amendments contemplated hereby;

WHEREAS, it is provided in the Indenture that a supplemental indenture becomes effective in accordance with its terms and thereafter binds every Holder;

WHEREAS, the Company and Finance Corp. desire to execute this Second Supplemental Indenture implementing the amendments to the Indenture contemplated hereby and have requested the Trustee to execute this Second Supplemental Indenture pursuant to Section 9.02 of the Indenture; and

WHEREAS, all acts and things prescribed by the Indenture, by law and by the Certificate of Incorporation and the Bylaws (or comparable constituent documents) of the Company and Finance Corp. and of the Trustee necessary to make this Second Supplemental Indenture a valid instrument legally binding on the Company, Finance Corp. and the Trustee, in accordance with its terms, have been duly done and performed;

NOW, THEREFORE, to comply with the provisions of the Indenture and in consideration of the above premises, the Company, Finance Corp. and the Trustee covenant and agree for the equal and proportionate benefit of the respective Holders of the Notes as follows:

#### ARTICLE 1

Section 1.01 Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture or, if not defined therein, in the Consent Solicitation Statement.

#### ARTICLE 2

Section 2.01 This Second Supplemental Indenture is supplemental to the Indenture and does and shall be deemed to form a part of, and shall be construed in connection with and as part of, the Indenture for any and all purposes.

Section 2.02 This Second Supplemental Indenture shall become effective immediately upon its execution and delivery by each of the Company, Finance Corp. and the Trustee; provided that the amendments to the Indenture contemplated in this Second Supplemental Indenture shall only become operative after the Consent Payment has been paid (as described in the Consent Solicitation Statement). The Company shall promptly notify the Trustee in writing when the foregoing condition has been satisfied. For the avoidance of doubt, the Consent Payment shall be deemed to have been paid for all purposes of this Second Supplemental Indenture at such time as funds sufficient to pay the aggregate amount due to Holders entitled thereto shall have been delivered to the Information and Tabulation Agent (as that term is defined in the Consent Solicitation Statement) or any other paying agent for such purpose.

#### ARTICLE 3

Section 3.01 Section 4.03 of the Indenture is hereby amended and restated to read in its entirety as follows:

Section 4.03. *Reports.*

(a) Whether or not the Company is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, so long as any Notes are outstanding, the Company will provide Information to Holders of Notes in one of the following methods: (1) by filing the Information with the Commission for public availability, or (2) by posting the Information on the Company's website (or the website of a direct or indirect parent of the Company), or (3) by making the Information available on a password-protected online data system (including to any bona fide prospective investor, any securities analyst or any market maker in the Notes (a "Permitted Party") upon certification to the Company of its status and certain other certifications relating to the compliance of such transaction with applicable securities laws). For purposes of this section, the "Information" will include: (a) within 120 days after the end of each fiscal year, annual audited financial statements prepared in accordance with accounting principles generally accepted in the United States ("U.S. GAAP"), a "Management's Discussion and Analysis of Financial Condition and Results of Operations" for the period presented, and a report on the annual financial statements by the Company's independent

public accounting firm; (b) within 60 days after the end of each of the first three fiscal quarters of each fiscal year, unaudited quarterly financial statements prepared in accordance with U.S. GAAP, subject to normal year-end adjustments and the absence of footnotes and a “Management’s Discussion and Analysis of Financial Condition and Results of Operations” for the period presented; and (c) promptly from time to time after the occurrence of an event that would be required to be reported by the Company on a current report on Form 8-K under any of Items 1.01, 1.02, 1.03, 2.01 (including related financial statements under Item 9.01), 2.03, 2.04, 2.05, 2.06, 3.03, 4.01, 4.02, 5.01 and 5.02(b) and (c) (other than with respect to information otherwise required or contemplated by Item 402 of Regulation S-K), as Form 8-K was in effect on October 7, 2014, the information with respect to such event required by the applicable Items; provided, however, that no such disclosure will be required to include as an exhibit, or to include a summary of the terms of, any employment or compensatory arrangement agreement, plan or understanding between the Company (or any of its subsidiaries) and any director, manager or executive officer, of the Company (or any of its subsidiaries); provided further that trade secrets and other confidential information that is competitively sensitive in the good faith and reasonable determination of the Company may be redacted from disclosures.

(b) The Company will provide S&P and Moody’s (and their respective successors) with information on a periodic basis as S&P or Moody’s, as the case may be, shall reasonably require in order to maintain public ratings of the Notes.

(c) All Information will be prepared in all material respects in accordance with U.S. GAAP. The Information will not be required to contain separate financial information for Guarantors or for Subsidiaries whose securities are pledged to secure the Notes. In addition, the Information will not be required to include any separate financial or other information pertaining to any third party credit enhancement, a significant customer or any affiliate of the Company. While the Company or any direct or indirect parent of the Company is in registration with respect to an initial public offering, the Company or any direct or indirect parent of the Company shall not be required to disclose any information or take any actions which, in the view of the Company, would violate the securities laws or the Commission’s gunjumping rules. Notwithstanding the foregoing, the obligation to provide information pursuant to this Section 4.03 may be satisfied with respect to financial information of the Company and its Subsidiaries by furnishing such information of any direct or indirect parent of the Company; provided that such information is accompanied by consolidating information that explains in reasonable detail the differences, if any, between the information relating to such parent, on the one hand, and the information relating to the Company and its Subsidiaries on a standalone basis, on the other hand.

(d) The Company and the Guarantors agree that, for so long as any Notes remain outstanding, if at any time they are not required to file with the Commission the reports required by the preceding paragraphs, they will furnish to the Permitted Parties, upon their request, in one of the methods pursuant to which the Information is to be provided above, any information that (1) is not included in the Information and (2) is required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Section 3.02 Section 5.01(a) is hereby amended and restated to read in its entirety as follows:

(a) either (1) such Issuer is the survivor, or (2) the Person formed by or surviving any such consolidation or merger (if other than such Issuer) or to which such sale, assignment, transfer, lease, conveyance or other disposition has been made is a Person organized or existing under the laws of the United States, any state of the United States or the District of Columbia;

#### ARTICLE 4

Section 4.01 Except as specifically modified herein, the Indenture and the Notes are in all respects ratified and confirmed (*mutatis mutandis*) and shall remain in full force and effect in accordance with their terms.

Section 4.02 No past, present or future director, officer, employee, incorporator, member, stockholder or agent of the Company or Finance Corp. shall have any liability for any obligations of the Company or Finance Corp. under this Second Supplemental Indenture, or for any claim based on, in respect of, or by reason of, such obligations or their creation.

Section 4.03 All agreements of the Company and Finance Corp. in this Second Supplemental Indenture, the Indenture and the Notes shall bind their respective successors. All agreements of the Trustee in this Second Supplemental Indenture and in the Indenture shall bind its successor.

Section 4.04 Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Second Supplemental Indenture. This Second Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect hereto.

Section 4.05 **THIS SECOND SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

Section 4.06 In case one or more of the provisions in this Second Supplemental Indenture, in the Indenture or in the Notes shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 4.07 The headings herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Second Supplemental Indenture.

Section 4.08 The parties may sign any number of copies of this Second Supplemental Indenture. Each signed copy shall be an original, but all of such executed copies together shall represent the same agreement.

[NEXT PAGE IS SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed, all as of the date first written above.

ISSUERS:

FLINT HILLS RESOURCES HOUSTON CHEMICAL, LLC

By /s/ Wade D. Marquardt  
Wade D. Marquardt, Treasurer

FHR HOUSTON CHEMICAL FINANCE CORP.

By /s/ Wade D. Marquardt  
Wade D. Marquardt, Treasurer

SECOND SUPPLEMENTAL INDENTURE SIGNATURE PAGE

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TRUSTEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE

By: /s/ Patrick Giordano

Name: Patrick Giordano

Title: Vice President

SECOND SUPPLEMENTAL INDENTURE SIGNATURE PAGE

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FLINT HILLS RESOURCES HOUSTON CHEMICAL, LLC  
(formerly known as PL Propylene LLC and successor by merger  
to PetroLogistics LP and FHR Houston Chemical Finance Corp.)

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6.25% Senior Notes due 2020

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**THIRD SUPPLEMENTAL INDENTURE**

Dated as of October 22, 2014

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WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Trustee

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This THIRD SUPPLEMENTAL INDENTURE, dated as of October 22, 2014, is between Flint Hills Resources Houston Chemical, LLC, a Delaware limited liability company formerly known as PL Propylene LLC and successor by merger to PetroLogistics LP and FHR Houston Chemical Finance Corp. (the “Company”), and Wells Fargo Bank, National Association, a national banking association, as Trustee.

#### RECITALS

WHEREAS, PetroLogistics LP, a Delaware limited partnership and predecessor to the Company (“*PetroLogistics*”), FHR Houston Chemical Finance Corp. (then known as PetroLogistics Finance Corp.), a Delaware corporation and predecessor to the Company (“*Finance Corp.*”), as Issuers, the Company (then known as PL Propylene LLC), as Guarantor, and the Trustee entered into an Indenture, dated as of March 28, 2013 (the “*Base Indenture*”), pursuant to which PetroLogistics and Finance Corp. issued \$365,000,000 in principal amount of their 6.25% Senior Notes due 2020 (the “*Notes*”);

WHEREAS, pursuant to an internal restructuring, PetroLogistics and PetroLogistics GP LLC were merged with and into the Company (then known as PL Propylene LLC) on July 16, 2014.

WHEREAS, the Company, Finance Corp. and the Trustee entered into a First Supplemental Indenture, dated as of July 16, 2014 (the “*First Supplemental Indenture*”), pursuant to which the Company assumed the obligations of PetroLogistics and the General Partner under the Indenture and the Notes;

WHEREAS, the Company, Finance Corp. and the Trustee entered into a Second Supplemental Indenture, dated as of October 21, 2014 (the “*Second Supplemental Indenture*” and, together with the Base Indenture and the First Supplemental Indenture, the “*Indenture*”), pursuant to which, among other things, the provisions contained in Section 5.01(a) of the Base Indenture were amended to remove the prohibition on the consolidation or merger of Finance Corp. with or into an entity that is not a corporation;

WHEREAS, following effectiveness of the Second Supplemental Indenture, Finance Corp. was merged with and into the Company, pursuant to the Merger Agreement, dated as of October 22, 2014, by and between Finance Corp. and the Company (the “*Finance Corp. Merger*”);

WHEREAS, in connection with the Finance Corp. Merger and pursuant to Section 5.01(b) of the Indenture, the Company is required to execute and deliver a supplemental indenture to the Trustee to assume the obligations of Finance Corp. under the Notes and the Indenture;

WHEREAS, the Company desires to execute this Third Supplemental Indenture implementing the amendments to the Indenture contemplated hereby and has requested the Trustee to execute this Third Supplemental Indenture pursuant to Section 9.01 of the Indenture;

WHEREAS, pursuant to Section 9.01 of the Indenture, the Company and the Trustee are permitted to execute and deliver this Third Supplemental Indenture without the consent of the Holders;

WHEREAS, it is provided in the Indenture that a supplemental indenture becomes effective in accordance with its terms and thereafter binds every Holder; and

WHEREAS, all acts and things prescribed by the Indenture, by law and by the Certificate of Formation and the Limited Liability Company Agreement (or comparable constituent documents) of the Company and of the Trustee necessary to make this Third Supplemental Indenture a valid instrument legally binding on the Company and the Trustee, in accordance with its terms, have been duly done and performed;

NOW, THEREFORE, to comply with the provisions of the Indenture and in consideration of the above premises, the Company and the Trustee covenant and agree for the equal and proportionate benefit of the respective Holders of the Notes as follows:

#### ARTICLE 1

Section 1.01 Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

#### ARTICLE 2

Section 2.01 This Third Supplemental Indenture is supplemental to the Indenture and does and shall be deemed to form a part of, and shall be construed in connection with and as part of, the Indenture for any and all purposes.

Section 2.02 This Third Supplemental Indenture shall become effective immediately upon its execution and delivery by the Company and the Trustee.

#### ARTICLE 3

Section 3.01 Pursuant to Section 5.01(b) of the Indenture, the Company hereby assumes all of the obligations of Finance Corp. under the Indenture and the Notes and the Company shall, for all purposes under the Indenture and the Notes, be substituted for Finance Corp. in its capacity as an Issuer with the same effect as if it had been named in the Indenture as the Issuer. Finance Corp. shall be relieved of any obligations under the Indenture and the Notes as an Issuer of the Notes.

Section 3.02 References in the Indenture and the Notes to Finance Corp. shall be to the Company, and references in the Indenture and the Notes to the Issuers shall solely be to the Company.

ARTICLE 4

Section 4.01 Except as specifically modified herein, the Indenture and the Notes are in all respects ratified and confirmed (*mutatis mutandis*) and shall remain in full force and effect in accordance with their terms.

Section 4.02 No past, present or future director, officer, employee, incorporator, member, stockholder or agent of the Company shall have any liability for any obligations of the Company under this Third Supplemental Indenture, or for any claim based on, in respect of, or by reason of, such obligations or their creation.

Section 4.03 All agreements of the Company in this Third Supplemental Indenture, the Indenture, the Notes and any Subsidiary Guarantee shall bind their respective successors. All agreements of the Trustee in this Third Supplemental Indenture and in the Indenture shall bind its successor.

Section 4.04 Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Third Supplemental Indenture. This Third Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect hereto.

Section 4.05 **THIS THIRD SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

Section 4.06 In case one or more of the provisions in this Third Supplemental Indenture, in the Indenture, in the Notes or in any Subsidiary Guarantee shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 4.07 The headings herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Third Supplemental Indenture.

Section 4.08 The parties may sign any number of copies of this Third Supplemental Indenture. Each signed copy shall be an original, but all of such executed copies together shall represent the same agreement.

[NEXT PAGE IS SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Indenture to be duly executed, all as of the date first written above.

ISSUER:

FLINT HILLS RESOURCES HOUSTON CHEMICAL, LLC

By /s/ Wade D. Marquardt  
Name: Wade D. Marquardt  
Title: Treasurer

SIGNATURE PAGE TO THIRD SUPPLEMENTAL INDENTURE

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TRUSTEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE

By: /s/ Patrick Giordano

Name: Patrick Giordano

Title: Vice President

SIGNATURE PAGE TO THIRD SUPPLEMENTAL INDENTURE

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PRESS RELEASE

CONTACT: DEANNA ALTENHOFF  
512.495.1571  
deanna.altenhoff@kochps.com

FLINT HILLS RESOURCES HOUSTON CHEMICAL, LLC  
ANNOUNCES CONSENT SOLICITATION FOR 6.25% SENIOR NOTES DUE 2020

HOUSTON, Texas, October 7, 2014 /PRNewswire/ — Flint Hills Resources Houston Chemical, LLC (“FHRHC” or the “Company”) today announced that it and FHR Houston Chemical Finance Corp. (“Finance Corp.,” and together with the Company, the “Issuers”) are soliciting consents (“Consent Solicitation”) from holders of the Issuers’ outstanding 6.25% Senior Notes due 2020 (the “Notes”) to approve amendments (the “Proposed Amendments”) to the indenture governing the Notes (the “Indenture”).

The Proposed Amendments would amend Section 4.03 of the Indenture to replace the requirement that the Company file reports with the Securities and Exchange Commission with a requirement that the Company provide holders of the Notes with a specified set of information that is more typical of debt securities issued in a Rule 144A-for-life transaction. The Proposed Amendments would also amend Section 5.01(a) of the Indenture to remove the prohibition on the consolidation or merger of Finance Corp. with or into an entity that is not a corporation.

The Company will make a cash payment (the “Consent Payment”) of \$5.00 per \$1,000 in aggregate principal amount of Notes held by each holder of Notes as of the Record Date (as defined below) who has validly delivered its consent prior to the Expiration Time (as defined below) and who has not validly revoked its consent before the earlier of the Effective Time (as defined below) and 5:00 p.m., New York City time, on October 21, 2014, subject to satisfaction or waiver by the Company of certain conditions, including receipt of valid consents in respect of a majority in aggregate principal amount of the Notes (such consents, the “Requisite Consents”).

The Issuers anticipate that, promptly after receipt of the Requisite Consents and prior to the Expiration Time, the Issuers and Wells Fargo Bank, National Association, as trustee, will execute and deliver a supplemental indenture with respect to the Indenture (the “Supplemental Indenture”). Although the Supplemental Indenture will become effective upon its execution and delivery (the “Effective Time”), the Proposed Amendments to the Indenture shall become operative only after the Consent Payment is paid. The Consent Payment is expected to be paid promptly following the satisfaction or waiver by the Company of the conditions set forth in the Consent Solicitation Statement (as defined below) for the Consent Payment.

The Consent Solicitation will expire at 5:00 p.m., New York City time, on October 21, 2014 (such date and time, as the same may be extended by the Issuers from time to time, the “Expiration Time”). Only holders of record of the Notes (or participants in The Depository Trust Company acting under an omnibus proxy) as of 5:00 p.m., New York City time, on October 6, 2014 (the “Record Date”), are eligible to deliver consents to the Proposed Amendments in the Consent Solicitation.

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Holders of Notes for which no consent is delivered prior to the Expiration Time will be bound by the Supplemental Indenture if the Effective Time occurs, and will not be entitled to receive the Consent Payment.

The Consent Solicitation is being made solely on the terms and subject to the conditions set forth in the consent solicitation statement dated October 7, 2014, as the same may be amended or supplemented from time to time (the "Consent Solicitation Statement"), and the accompanying consent letter. The Issuers may, in their sole discretion, terminate, extend or amend the Consent Solicitation at any time as described in the Consent Solicitation Statement.

Copies of the Consent Solicitation Statement, the consent letter and other related documents may be obtained from D.F. King & Co., Inc., the Information and Tabulation Agent, at (800) 331-6359 (toll free) or email pdh@dfking.com. Holders of the Notes are urged to review the Consent Solicitation Statement and the consent letter for the detailed terms of the Consent Solicitation and the procedures for consenting to the Proposed Amendments. Any persons with questions regarding the Consent Solicitation should contact the Solicitation Agent, Goldman, Sachs & Co., at (212) 902-6941 (collect) or (800) 828-3182 (toll free).

This announcement is for information purposes only and is neither an offer to sell nor a solicitation of an offer to buy any security. This announcement is also not a solicitation of consents with respect to the Proposed Amendments or any securities. No recommendation is being made as to whether holders of Notes should consent to the Proposed Amendments. The solicitation of consents is not being made in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such solicitation under applicable state or foreign securities or "blue sky" laws.

#### ***About FHRHC***

FHRHC is a major producer of propylene with operations in the vicinity of the Houston Ship Channel and a subsidiary of Flint Hills Resources, LLC.

#### ***Cautionary Statement Regarding Forward-Looking Information***

Statements in this release relating to the Company's expectations regarding the Consent Solicitation are forward-looking information and are subject to various risks and uncertainties that could cause actual results to vary materially from those stated. Forward-looking statements are based on currently available information. These statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions that are difficult to predict.

Among other risks and uncertainties, there can be no guarantee that the Consent Solicitation will be completed, or if completed, the time frame in which it will be completed. The Consent Solicitation is subject to the satisfaction of certain conditions contained in the Consent Solicitation Statement.

The Company has based its forward-looking statements, including statements made regarding Consent Solicitation, the expected timetable for completing the Consent Solicitation and other statements, on its management's beliefs and assumptions based on information available to management at the time the statements are made. The Company cautions you that actual outcomes and results may differ materially from what is expressed, implied, or forecast by its forward-looking statements. Except as required under the federal securities laws, the Company

does not have any intention or obligation to update publicly any forward-looking statements, whether as a result of new information, future events, changes in assumptions, or otherwise.

For further information please contact:

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