

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 39)

LSB INDUSTRIES, INC.

(Name of Issuer)

COMMON STOCK, PAR VALUE \$.10

(Title of Class of Securities)

5021600-10-4

(CUSIP Number)

Jack E. Golsen
16 South Pennsylvania
Oklahoma City, Oklahoma 73107
(405) 235-4546

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

June 18, 2009

(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 ("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).

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CUSIP NO. 5021600-10-4

- | | | |
|-----|--|--------------------|
| (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) []
(b) [X] |
| (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 |
| (7) | Sole Voting Power | 467,726 |

Number of Shares	(8)	Shared Voting Power	3,698,696
Beneficially			
Owned by Each	(9)	Sole Dispositive Power	467,726
Reporting Person			
With:	(10)	Shared Dispositive Power	3,698,696
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person		4,166,422
(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)		18.76%
(14)	Type of Reporting Person (See Instructions)		IN

(1)	Names of Reporting Persons, I.R.S. Identification No. of above Persons (entities only)	Sylvia H. Golsen
(2)	Check the Appropriate Box if a Member of a Group (See Instructions)	(a) [] (b) [X]
(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
	(7) Sole Voting Power	-
Number of Shares Beneficially Owned by Each Reporting Person With:	(8) Shared Voting Power	2,181,352
	(9) Sole Dispositive Power	-
	(10) Shared Dispositive Power	2,181,352
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person	2,181,352
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	[X]
(13)	Percent of Class Represented by Amount in Row (11)	10.05%
(14)	Type of Reporting Person (See Instructions)	IN

(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) [] (b) [X]
(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
	(7) Sole Voting Power	307,889
Number of Shares	(8) Shared Voting Power	2,879,022
Beneficially	(9) Sole Dispositive Power	307,889
Owned by Each	(10) Shared Dispositive Power	2,879,022
Reporting Person		
With:		
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person	3,186,911
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	[X]
(13)	Percent of Class Represented by Amount in Row (11)	14.45%
(14)	Type of Reporting Person (See Instructions)	IN

(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) [] (b) [X]
(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
	(7) Sole Voting Power	275,165
Number of Shares	(8) Shared Voting Power	577,948
Beneficially	(9) Sole Dispositive Power	275,165
Owned by Each	(10) Shared Dispositive Power	577,948
Reporting Person		
With:		
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person	853,113
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	[X]
(13)	Percent of Class Represented by Amount in Row (11)	4.00%
(14)	Type of Reporting Person (See Instructions)	IN

(1)	Names of Reporting Persons, I.R.S. Identification No. of above Persons (entities only)	Linda F. Rappaport
(2)	Check the Appropriate Box if a Member of a Group (See Instructions)	(a) [] (b) [X]
(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
	(7) Sole Voting Power	0
Number of Shares Beneficially Owned by Each Reporting Person	(8) Shared Voting Power	798,359
With:	(9) Sole Dispositive Power	0
	(10) Shared Dispositive Power	798,359
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person	798,359
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	[X]
(13)	Percent of Class Represented by Amount in Row (11)	3.58%
(14)	Type of Reporting Person (See Instructions)	IN

(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) [] (b) [X]
(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
	(7) Sole Voting Power	0
Number of Shares Beneficially Owned by Each Reporting Person	(8) Shared Voting Power	2,181,352
	(9) Sole Dispositive Power	0
With:	(10) Shared Dispositive Power	2,181,352
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person	2,181,352
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	[X]
(13)	Percent of Class Represented by Amount in Row (11)	10.05%
(14)	Type of Reporting Person (See Instructions)	00

(1)	Names of Reporting Persons, I.R.S. Identification No. of above Persons (entities only)	SBL, L.L.C.
(2)	Check the Appropriate Box if a Member of a Group (See Instructions)	(a) [] (b) [X]
(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
	(7) Sole Voting Power	-
Number of Shares	(8) Shared Voting Power	2,844,987
Beneficially	(9) Sole Dispositive Power	-
Owned by Each	(10) Shared Dispositive Power	2,844,987
Reporting Person		
With:		
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person	2,844,987
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	[X]
(13)	Percent of Class Represented by Amount in Row (11)	12.91%
(14)	Type of Reporting Person (See Instructions)	OO

(1)	Names of Reporting Persons, I.R.S. Identification No. of above Persons (entities only)	Golsen Petroleum Corporation
(2)	Check the Appropriate Box if a Member of a Group (See Instructions)	(a) [] (b) [X]
(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
	(7) Sole Voting Power	-
Number of Shares Beneficially Owned by Each Reporting Person	(8) Shared Voting Power	417,288
	(9) Sole Dispositive Power	-
With:	(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)	[]
(13)	Percent of Class Represented by Amount in Row (11)	1.96%
(14)	Type of Reporting Person (See Instructions)	CO

Introduction

This statement constitutes Amendment No.39 to the Schedule 13D dated October 7, 1985, as amended (the "Schedule 13D"), relating to the common stock, par value \$.10 a share ("Common Stock") of LSB Industries, Inc. (the "Company"). All terms not otherwise defined herein shall have the meanings ascribed in the Schedule 13D.

This Schedule 13D is reporting matters with respect to the following reporting persons:

- Jack E. Golsen (Chief Executive Officer and Chairman of the Board of the Company);
- Sylvia H. Golsen;
- Barry H. Golsen (President and member of the Board of Directors of the Company);
- Steven J. Golsen (President of certain subsidiaries of the Company);
- Linda F. Rappaport, an individual;
- Golsen Family, L.L.C., an Oklahoma limited liability company ("GFLLC");
- SBL, L.L.C. ("SBL"); and
- Golsen Petroleum Corporation ("GPC"), an Oklahoma corporation and wholly-owned subsidiary of SBL.

Jack and Sylvia Golsen are husband and wife. Barry Golsen, Steven Golsen, and Linda Rappaport are the children of Jack and Sylvia Golsen. All of the outstanding stock of SBL and all membership interests in GFLLC are beneficially owned, directly or indirectly, by Jack and Sylvia Golsen and their children. Jack and Barry Golsen are the sole managers of SBL and the sole members of the Board of Directors and the officers of GPC. Jack and Sylvia Golsen are the sole managers of GFLLC.

This Amendment No. 39 is being filed as a result of SBL entering into a 10B5-1 Sales Plan, dated June 18, 2009 (the "10B5-1 Sales Plan") for the sale of up to 150,000 shares of Common Stock, subject to the terms and conditions set forth in the 10B5-1 Sales Plan.

This Amendment No. 39 also reports the April 1, 2009, bona fide gifts (the "Gifts") of 2.0725% of the membership interests in GFLLC by each of Jack and Sylvia Golsen to Barry Golsen, Steven

Golsen, and Linda Rappaport. These gifts resulted in an aggregate of 4.1451% of the membership interests in GFLLC being transferred by Jack and Sylvia Golsen, with each of their children receiving 1.3817% of such membership interests.

The beneficial ownership of the reporting group as a whole did not change as a result of the Gifts. The voting and dispositive power over the securities held by GFLLC also did not change as a result of the Gifts because Jack and Sylvia Golsen, as the sole managers of GFLLC, continue to possess voting and dispositive power over such securities.

As of result of the completion of the Gifts on April 1, 2009, membership interests in GFLLC are currently owned of record as follows:

- Jack E. Golsen, through his revocable trust (43.516%);
- Sylvia Golsen, through her revocable trust (43.516%);
- Barry H. Golsen (4.323%);
- Steven J. Golsen (4.323%); and
- Linda F. Rappaport (4.322%).

Item 1. Security and Issuer.

Item 1 of this Schedule 13D is unchanged.

Item 2. Identity and Background.

Item 2 of this Schedule 13D is unchanged.

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

This Item 3 is not applicable to the Rule 10B5-1 Plan described above.

Item 4. Purpose of Transaction.

Sales Plan

On June 18, 2009, SBL entered into a 10B5-1 Sales Plan with Capital West Securities, Inc. (the "10B5-1 Sales Plan"). The 10B5-1 Sales Plan provided for the sale of up to an aggregate 150,000 shares of Common Stock in accordance with Rule 10B5-1 of the Exchange Act of 1934, as amended (the "Exchange Act"). The 10B5-1 Sales Plan contains and the following terms, among others:

- (a) sales may not commence until August 18, 2009;
- (b) the 10B5-1 Sales Plan will terminate not later than the earlier of August 18, 2010, or the date that all shares of Common Stock covered by the 10B5-1 Sales Plan have been sold in accordance with such plan;
- (c) the sale price of Common Stock sold under the 10B5-1 Sales Plan will be at a price per share (before selling expenses) at or above \$20.00;
- (c) all sales will be made on the New York Stock Exchange; and
- (d) sales of Common Stock under the 10B5-1 Sales Plan will be made in the discretion of the Broker, subject to the terms and conditions of the 10B5-1 Sales Plan.

See Item 6 for information regarding the expiration of SBL's prior Rule 10B5-1 Sales Plan, dated March 15, 2008.

Other

The bona fide gift of GFLLC membership interests described in the Introduction to the Amendment No. 39 was completed for Jack and Sylvia Golsen's estate planning purposes. The reporting persons do not presently have any other plans or proposals required to be reported under Item 4 of this Schedule 13D.

Item 5. Interest in Securities of the Issuer.

- (a) The following table sets forth as of the filing date of this Amendment No. 39 the aggregate number and percentage of the class of Common Stock of the Company identified pursuant to Item 1 beneficially owned by each person named in Item 2:

<u>Person</u>	<u>Amount</u> (10) (11)	<u>Percent</u> (12)
Jack E. Golsen	4,166,422 (2)	18.76%
Sylvia H. Golsen	2,181,352 (3)	10.05%
Barry H. Golsen	3,186,911 (4)	14.45%
Steven J. Golsen	853,113 (5)	4.00%

Linda F. Rappaport	798,359 (6)	3.58%
Golsen Family, L.L.C. (1)	2,181,352 (7)	10.05%
SBL (1)	2,844,987 (8)	12.91%
GPC (1)	417,288 (9)	1.96%

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- (1) The membership interests in GFLLC are owned by Jack Golsen through his revocable trust (43.516%), Sylvia Golsen through her revocable trust (43.516%), Barry Golsen (4.323%), Steven Golsen (4.323%), and Linda Rappaport (4.323%). Jack and Sylvia Golsen are the managers of GFLLC, and as a result share voting and dispositive power over the Company's securities owned by GFLLC. SBL is wholly-owned by GFLLC (49% owner), Barry Golsen (17% owner), Steven Golsen (17% owner) and Linda Rappaport (17% owner). GPC is a wholly owned subsidiary of SBL. Jack Golsen and Barry Golsen are the managers of SBL and the directors and executive officers of GPC. Barry Golsen, Steven Golsen and Linda Rappaport are the children of Jack and Sylvia Golsen, husband and wife.
- (2) The amount shown is comprised of the following:
- (a) 787,309 shares owned by GFLLC as described in footnote (7), over which the reporting person shares investment and dispositive power with Sylvia Golsen;
 - (b) 2,844,987 shares beneficially owned by SBL and GPC as described in footnotes (8) and (9), respectively, over which the reporting person shares investment and dispositive power with Barry Golsen;
 - (c) 4,000 shares issuable upon conversion of a promissory note, over which the reporting person has sole voting and dispositive power;
 - (d) 200,406 shares owned of record by eight trusts for the benefit of the grandchildren and great grandchildren of Jack Golsen, over which Jack Golsen serves as the sole trustee with voting and dispositive power over the Company's securities held in the trusts;

- (e) 263,320 shares owned of record by the Barry H. Golsen 2007 Irrevocable Trust, the Steve J. Golsen 2007 Irrevocable Trust, and the Linda F. Rappaport 2007 Irrevocable Trust, over which Jack Golsen serves as the sole trustee with voting and dispositive power over the Company's securities held in the trusts; and
 - (f) 30,000 shares owned by Linda Rappaport and 36,400 shares that Linda Rappaport may acquire upon the conversion of \$1 million principal amount of the Company's 5.5% Convertible Senior Subordinated Debentures Due 2012 owned by her, the dispositive power and voting power of which is shared with Jack Golsen. Jack Golsen has no pecuniary interest in the shares beneficially owned by Linda Rappaport.
- (3) The amount shown is comprised of (a) 787,309 shares beneficially owned by GFLLC as described in footnote (7), over which the reporting person shares dispositive and investment power with Jack Golsen, and (b) 1,394,043 shares representing the reporting person's percentage ownership through GFLLC of the shares beneficially owned by SBL and GPC as described in footnotes (8) and (9), respectively. The amount shown does not include, and the reporting person disclaims beneficial ownership of the shares listed in footnote (2) above as beneficially owned by Jack Golsen (except the shares noted in the preceding sentence).
- (4) The amount shown is comprised of the following:
- (a) 296,639 shares held directly;
 - (b) 11,250 shares issuable upon exercise of stock options;
 - (c) 34,035 shares representing the reporting person's percentage ownership of the shares owned directly by GFLLC and that GFLLC has the right to acquire as described in footnote (7) as a result of the reporting person's ownership in GFLLC; and
 - (d) 2,844,987 shares beneficially owned by SBL and GPC as described in footnotes (8) and (9), respectively, over which the reporting person shares investment and dispositive control with Jack Golsen.

The amount shown does not include (i) 533 shares that Barry Golsen's wife owns, in which Barry Golsen disclaims beneficial ownership and (ii) 89,440 shares owned of record by the Barry H. Golsen 2007 Irrevocable Trust, of which Barry Golsen is the primary beneficiary, but of which Barry Golsen has no voting or dispositive control.

(5) The amount shown is comprised of the following:

- (a) 263,915 shares held directly;
- (b) 11,250 shares issuable upon exercise of stock options;
- (c) 94,300 shares representing the reporting person's percentage ownership of the shares owned directly by GFLLC and that GFLLC has the right to acquire as described in footnote (7) and the reporting person's percentage ownership in the shares held by SBL and GPC as a result of the reporting person's ownership in GFLLC; and
- (d) 483,648 shares representing the reporting person's percentage ownership of the shares beneficially owned by SBL and GPC as described in footnotes (8) and (9), respectively, as a result of the reporting person's ownership in SBL.

The amount shown does not include 84,440 shares owned of record by the Steven J. Golsen 2007 Irrevocable Trust, of which Steven Golsen is the primary beneficiary, but of which Steven Golsen has no voting or dispositive control.

(6) The amount shown is comprised of the following:

- (a) 36,400 shares issuable upon the conversion of \$1 million principal amount of the Company's 5.5% Convertible Senior Subordinated Debentures Due 2012, the dispositive and voting power of which is shared with Jack Golsen;
- (b) 30,000 shares owned directly, the dispositive and voting power of which is shared with Jack Golsen;
- (c) 94,278 shares representing the reporting person's percentage ownership of the shares owned directly by GFLLC and that GFLLC has the right to acquire as described in footnote (7) and the reporting person's percentage ownership in the shares held by

SBL and GPC as a result of the reporting person's ownership in GFLLC;

- (d) 483,648 shares representing the reporting person's percentage ownership of the shares beneficially owned by SBL and GPC as described in footnotes (8) and (9), respectively, as a result of the reporting person's ownership in SBL; and
- (e) 154,033 shares that the reporting person's spouse owns, for which the reporting person disclaims beneficial ownership.

The amount shown does not include 89,440 shares owned of record by the Linda F. Rappaport 1992 Trust, of which Linda F. Rappaport is the primary beneficiary, but of which Linda F. Rappaport has no voting or dispositive control.

(7) The amount shown is comprised of the following:

- (a) 653,976 shares owned directly;
- (b) 133,333 shares issuable upon the conversion of 4,000 shares of the Company's Series 2 Preferred; and
- (c) 1,394,043 shares representing GFLLC's beneficial ownership in the shares held by SBL and GPC as a result of the GFLLC's ownership in SBL.

The amount of such shares shown as beneficially owned by each reporting person is based on the reporting person's proportionate ownership in GFLLC, as described in footnote (1) to this table, except Jack and Sylvia Golsen, as managers of GFLLC possessing voting and dispositive power over such shares, report beneficial ownership of all shares beneficially owned by GFLLC.

(8) The amount shown is comprised of the following:

- (a) 1,632,099 shares owned directly;
- (b) 250,000 shares issuable upon the conversion of 1,000,000 shares of the Company's Series D Preferred;
- (c) 400,000 shares issuable upon the conversion of 12,000 shares of the Company's Series B Preferred;

(d) 145,600 issuable shares upon the conversion of \$4 million principal amount of the Company's 5.5% Convertible Senior Subordinated Debentures Due 2012; and

(e) 417,288 shares beneficially owned by SBL's wholly owned subsidiary, GPC, as described in footnote (9).

The amount of such shares shown as beneficially owned by each reporting person is based on the reporting person's proportionate ownership in SBL (whether direct ownership in SBL or indirect ownership in SBL through ownership in GFLLC), as described in footnote (1) to this table, except Jack and Barry Golsen, as the managers SBL possessing voting and dispositive power over such shares, report beneficial ownership of all such shares.

(9) The amount shown is comprised of (a) 283,955 shares owned directly, and (b) 133,333 shares that may be acquired upon conversion of 4,000 shares of the Company's Series B Preferred Stock.

(10) Holders of the Series B Preferred are entitled to one vote per share, and holders of the Series D Preferred are entitled to .875 votes per share. Both vote together with holders of Common Stock. The amounts and percentages set forth in the table reflect only the voting power of Common Stock into which the Series B Preferred and the Series D Preferred are convertible.

(11) Jack Golsen, Sylvia Golsen, Barry Golsen, Steven Golsen, and Linda Rappaport each disclaims beneficial ownership of the shares of Common Stock beneficially owned by the other, as described in footnotes (2), (3), (4), (5), and (6), respectively, except as stated in such footnotes.

(12) The percentage ownership of each reporting person is based on 21,109,812 shares of Common Stock outstanding, as of April 30, 2009. Shares of Common Stock of the Company 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.

- (b) The following table sets forth, as of the filing date of this Amendment No. 39 for each person and entity identified under paragraph (a), above, the number of shares of Common Stock as to which the person and entity has (i) the sole power to vote or direct the voting, (ii) shared power to vote or direct the voting, (iii) the sole power to dispose or to direct the disposition, or (iv) shared power to dispose or to direct the disposition:

<u>Person or Entity</u>	<u>Sole Voting and Power of Disposition</u>	<u>Shared Voting and Power of Disposition</u>
Jack E. Golsen	467,726 (2)	3,698,696 (2)
Sylvia H. Golsen	None	2,181,352 (3)
Barry H. Golsen	307,889 (4)	2,879,025 (4)
Steven J. Golsen	275,165 (5)	577,948 (5)
Linda F. Rappaport	None (6)	798,359 (6)
Golsen Family, L.L.C. (1)	None	2,181,352 (7)
SBL (1)	None	2,844,987 (8)
GPC (1)	None	417,288 (9)

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- (1) See footnote (1) under paragraph (a) of this Item 5.
- (2) See footnote (2) under paragraph (a) of this Item 5.
- (3) See footnotes (3) under paragraph (a) of this Item 5.
- (4) See footnotes (4) under paragraph (a) of this Item 5.
- (5) See footnotes (5) under paragraph (a) of this Item 5.
- (6) See footnotes (6) under paragraph (a) of this Item 5.
- (7) See footnote (7) under paragraph (a) of this Item 5.
- (8) See footnote (8) under paragraph (a) of this Item 5.
- (9) See footnote (9) under paragraph (a) of this Item 5.

- (c) During the 60 days prior to the filing of this Amendment No. 39 to this Schedule 13D, the reporting persons did not affect any transactions in the Common Stock.
- (d) Not Applicable.
- (e) Not applicable.

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

Item 6 of the Schedule 13D is unchanged, except as follows.

Creation of 10B5-1 Sales Plan.

SBL entered into a 10B5-1 Sales Plan on June 18, 2009, with Capital West Securities, Inc. ("Capital West"). The 10B5-1 Sales Plan authorizes Capital West to sell, in the aggregate, up to 150,000 shares of Common Stock during the one year period beginning August 18, 2009, subject to the terms and conditions of the 10B5-1 Sales Plan. See Item 4 of this Amendment No. 39 for a description of certain terms of the 10B5-1 Sales Plan, which description is qualified in its entirety by reference to the terms of the 10B5-1 Sales Plan attached as Exhibit 99.11 to this Amendment No. 39.

Item 7. Materials to be Filed as Exhibits.

- 24.1 Powers of Attorney executed by Barry H. Golsen, Steven J. Golsen, and Sylvia H. Golsen are filed as Exhibit 24.1 to Amendment No. 33 to this Schedule 13D and are incorporated herein by reference.
- 24.2 Power of Attorney, dated December 29, 2008, executed by Linda F. Rappaport is filed as Exhibit 24.2 to Amendment No. 38 and is incorporated herein by reference.
- 99.1 Joint Filing Statement, dated September 19, 2007, is filed as Exhibit 99.1 to Amendment No. 34 and is incorporated herein by reference.
- 99.2 Joint Filing Statement, dated December 29, 2008, executed by Linda F. Rappaport is filed as Exhibit 99.2 to Amendment No. 38 and is incorporated herein by reference.

- 99.3 Convertible Note between the Company and Jack E. Golsen filed as Exhibit (a) to the original Schedule 13D and is incorporated herein by reference.
- 99.4 Issuer's Proxy Statement dated July 14, 1986, setting forth the terms of the Company's Series B 12% Cumulative Convertible Preferred Stock is filed as Exhibit 1 to Amendment No. 1 to the Schedule 13D and is incorporated herein by reference.
- 99.5 Stacy L. Rappaport 2007 Irrevocable Trust Agreement, dated January 15, 2007, is filed as Exhibit No. 99.4 to Amendment No. 34 and is incorporated herein by reference. The Joshua B. Golsen 2007 Irrevocable Trust Agreement, Adam Z. Golsen 2007 Irrevocable Trust Agreement, Amy G. Rappaport 2007 Irrevocable Trust Agreement, Lori R. Rappaport 2007 Irrevocable Trust Agreement, Michelle L. Golsen 2007 Irrevocable Trust Agreement, and Preston Ayden Mattingly 2007 Irrevocable Trust Agreement, each dated January 15, 2007, are substantially similar to the Stacy L. Rappaport 2007 Irrevocable Trust Agreement, except each trust is named for primary beneficiary of such trust, and copies of the same will be supplied to the Commission upon request.
- 99.6 Barry H. Golsen 2007 Irrevocable Trust Agreement, dated January 15, 2007, is filed as Exhibit 99.5 to Amendment No. 34 and is incorporated herein by reference. The Steven J. Golsen 2007 Irrevocable Trust Agreement and Linda F. Rappaport 2007 Irrevocable Trust Agreement, each dated January 15, 2007, are substantially similar to the Barry H. Golsen 2007 Irrevocable Trust Agreement, except each trust is named for primary beneficiary of such trust, and copies of the same will be supplied to the Commission upon request.
- 99.7 Shareholder's Agreement, effective December 1, 1995, between Sylvia Golsen and SBL Corporation is filed as Exhibit 22 to Amendment No. 24 and is incorporated herein by reference.
- 99.8 Shareholder's Agreement, effective December 1, 1995, among Barry H. Golsen, Sylvia Golsen and SBL Corporation is filed as Exhibit 99.7 to Amendment No. 33 and is incorporated herein by reference.
- 99.9 Shareholder's Agreement, effective December 1, 1995, among Steven J. Golsen, Sylvia Golsen and SBL Corporation. The Shareholder's Agreement is substantially similar to the Shareholder's Agreement filed as Exhibit 99.7 hereto and a

copy of the same will be supplied to the Commission upon request.

99.10 Shareholder's Agreement, effective December 1, 1995, among Linda F. Rappaport, Sylvia Golsen and SBL Corporation. The Shareholder's Agreement is substantially similar to the Shareholder's Agreement filed as Exhibit 99.7 hereto and a copy of the same will be supplied to the Commission upon request.

99.11 Rule 10B5-1 Sales Plan, dated June 18, 2009, between SBL, L.L.C. and Capital West Securities, Inc.

99.12 Security Agreement, dated November 7, 2008, executed by SBL, L.L.C. in favor of The Bank Of The West as filed as Exhibit 99.12 to Amendment No. 38 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: July 22, 2009.

/s/ Jack E. Golsen
Jack E. Golsen

_____*
Sylvia H. Golsen

_____*
Barry H. Golsen

_____*
Steven J. Golsen

_____*
Linda F. Rappaport

*Executed by Jack E. Golsen pursuant to Power of Attorney

GOLSEN FAMILY, L.L.C.

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

SBL LLC

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

GOLSEN PETROLEUM CORPORATION

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

10B5-1 SALES PLAN

This 10B5-1 SALES PLAN (the "Sales Plan") is dated this 18th day of June, 2009, between the SBL L.L.C. ("Seller") and CAPITAL WEST SECURITIES, INC. ("Broker"). For good and valuable consideration, the receipt of which is acknowledged, Seller and Broker hereby agree as follows:

1. **Background.** This Sales Plan is entered into between Seller and Broker for the purpose of establishing a trading plan that complies with the requirements of Rule 10b5-1(c)(1) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Seller is establishing this Sales Plan in order to permit the disposition of a portion of Seller's holdings of the common stock, par value \$0.10 per share (the "Stock"), of LSB Industries, Inc, (the "Issuer"). Seller desires to engage Broker to effect sales of share of stock in accordance with this Sales Plan. On the date of execution of this Agreement, which is the date first set forth above, the Seller is not subject to any Issuer blackout period restricting the sale of Stock by the Seller.

2. **Appointment of Broker; Sales.** Seller hereby appoints Broker to sell shares of Stock pursuant to the terms and conditions set forth below. Subject to such terms and conditions, Broker accepts such appointment.

2.1 **Authorizing Selling.** Commencing, Tuesday, August 18, 2009 (the "Effective Date"), and continuing for a period of 12 calendar months after the Effective Date (the "Effective Period"), Broker is authorized and directed, from time to time during the Effective Period, to sell up to 150,000 shares of Stock. Sales of Stock pursuant to this Sales Plan will be made at Broker's discretion on the New York Stock Exchange ("NYSE") at a price per share equal to or greater than \$20.00, with such prices being before deducting any commission, commission equivalent, mark-up or differential, or other expense of sale.

2.2 **Market Disruptions.** Seller understands that Broker may not be able to effect a sale due to a market disruption. If any sale cannot be executed due to a market disruption, Broker shall effect such sales as promptly as practical after the cessation or termination of such market disruption pursuant to this Sales Plan.

3. **Term.** This Sales Plan is effective on the Effective Date. Broker will cease selling Stock and the Sales Plan will terminate on the earlier of:

- (a) August 18, 2010;
- (b) the completion of the sale of 150,000 shares of Stock pursuant to this Sales Plan;
- (c) notice to Seller or Broker that Seller or Broker is not able to effect the sale of Stock under this Sales Plan due to a legal, regulatory or contractual restriction applicable to Seller or Broker;
- (d) death of Seller;

- (e) Seller's or Broker's reasonable determination that the Sales Plan does not comply with Rule 10b5-1 or other applicable securities laws;
- (f) written notice by Seller or Seller's counsel to Broker informing Broker of Seller's suspension or termination of the Sales Plan; or
- (g) written notice by Broker or Broker's counsel to Seller informing Seller of Broker's withdrawal as Seller's broker under the Sales Plan.

4. **Seller's Representations, Warranties and Covenants.**

- 4.1 **Compliance.** As of the date of this Sales Plan, Seller (a) is not aware of material, nonpublic information with respect to the Issuer or any securities of the Issuer (including the Stock), (b) is not subject to any legal, regulatory or contractual restriction or undertaking that would prevent Broker from conducting sales in accordance with this Sales Plan and (c) is entering into this Sales Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1 or compliance with the federal securities laws.
- 4.2 **Notification.** Seller shall immediately notify Broker if Seller becomes subject to a legal, regulatory or contractual restriction or undertaking that would prevent Broker from making sales pursuant to this Sales Plan.
- 4.3 **No Issuer Prohibition.** Seller is currently able to sell shares of Stock in accordance with the Issuer's insider trading policies and Seller has obtained the approval of the Issuer's counsel to enter into this Sales Plan.
- 4.4 **No Liens.** The shares of Stock subject to the Sales Plan are free and clear of liens and encumbrances of any kind.
- 4.5 **No Disclosure; Hedging.** While the Sales Plan is in effect, Seller will not, directly or indirectly, (a) disclose to any Broker or any persons affiliated with Broker who is effecting sales under this Sales Plan any information concerning the Stock or the Issuer that might influence the execution of this Sales Plan or (b) engage in offsetting or hedging transactions in violation of Rule 10b5-1.
- 4.6 **Exchange Act Reporting.** Seller agrees to make all filings, if any, required under Sections 13(d) and 16 of the Exchange Act.
- 4.7 **No Influence.** Seller acknowledges and agrees that Seller does not have, and shall not attempt to exercise, any influence over how, when, or whether to effect sales of Stock pursuant to this Sales Plan.

5. **Rule 144 and Section 16(a) Compliance.**

- 5.1 **Rule 144.** Broker agrees to conduct all sales under this Sales Plan in accordance with the manner of sale requirement of Rule 144, if applicable, under the Securities Act of 1933, as amended (the "Act"), if applicable. If Rule 144 is

applicable, Broker will not effect any sale which would exceed the then applicable volume limitation under Rule 144, assuming Broker's sales under this Sales Plan are the only sales subject to that limitation. Seller agrees not to take, and agrees to cause any person or entity with which Seller would be required to aggregate sales of Stock pursuant to the provisions of Rule 144 not to take any action that would cause the sales under this Sales Plan not to comply with Rule 144.

5.2 **Form 144.** Broker will be responsible for completing and filing on behalf of Seller each required Form 144. Seller hereby grants Broker a power of attorney to complete and file on behalf of Seller Forms 144. Seller understands and agrees that Broker will make one Form 144 filing at the beginning of each three-month period commencing on the Effective Date. Each Form 144 filed by Broker on behalf of Seller shall (a) state that the sales are being effected in accordance with an existing Sales Plan intended to comply with Rule 10b5-1, (b) indicate the date the Sales Plan was adopted, and (c) state that the representations are made as of such date.

5.3 **Form 4.** Broker understands and acknowledges that Seller is subject to the beneficial ownership reporting requirements of Section 16(a) of the Exchange Act. Section 16(a) requires Seller to file a Statement of Changes in Beneficial Ownership of Securities on Form 4 to report each sale by Broker of the Stock under this Sales Plan. The required filing date is generally within two business days following each such sale. To enable Seller to comply with Seller's Section 16(a) filing obligations, Broker agrees to notify Seller immediately following each sale of Stock under this Sales Plan, but in no event later than one business day following the date of each such sale.

6. **Certain Events.**

6.1 **Stock Split.** In the event of a stock split or reverse stock split of the Stock, the maximum number of shares of Stock to be sold and the minimum price established above in paragraph 2 will be automatically adjusted proportionately.

6.2 **Reorganization.** In the event of a reincorporation or other corporate organization resulting in an automatic share-for-share exchange of new shares for the type of Stock subject to the Sales Plan, then the new shares will automatically replace the type of Stock originally specified in the Sales Plan.

7. **General.**

7.1 **Interpretation.** This Sales Plan is intended to comply with the requirements of Rule 10b5-1(c)(1)(i)(B) under the Exchange Act, and this Sales Plan shall be interpreted to comply with the requirements of Rule 10b5-1(c).

7.2 **Broker Prohibitions.** Broker shall immediately notify Seller if Broker becomes subject to a legal, regulatory or contractual restriction or undertaking that would prevent Broker from making sales pursuant to this Sales Plan.

- 7.3 **Amendment.** This Sales Plan may be modified or amended only upon the written agreement of Seller and Broker, and only to the extent such modification or amendment complies with the terms requirements of Rule 10b5-1 as of the date of the modification or amendment.
- 7.4 **Governing Law.** This Sales Plan shall be governed by and construed in accordance with the laws of the State of Oklahoma and may be modified or amended only by a writing signed by the parties hereto.
- 7.5 **Proceeds.** Proceeds from each sale of Stock effective under this Sales Plan will be delivered to Seller's Brokerage account, or such other account as directed in writing by Seller to Broker.
- 7.6 **Counterparts.** This Sale Plan may be signed in any number of counterparts, each shall be an original with the same effect as if all of the signatures were upon the same instrument.
- 7.7 **Reformation.** If any provision of this Sales Plan is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed modified or, if necessary, rescinded in order to comply with the relevant law, rule or regulation. All of the provisions of this Sales Plan will continue and remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have signed this Sales Plan as of the date first written above.

SBL L.L.C.

By: /s/ Jack E. Golsen
Name: Jack E. Golsen
Title: Manager

("Seller")

CAPITAL WEST SECURITIES, INC.

By: /s/ Ann Garrett
Name: Ann Garrett
Title: Branch Manager

("Broker")