

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 40)

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)

August 19, 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 3,668,696
Beneficially		
Owned by Each	(9)	Sole Dispositive Power 467,726
Reporting Person		

With: (10) Shared Dispositive Power 3,668,696

(11) Aggregate Amount Beneficially Owned by Each Reporting Person 4,136,422

(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) 18.64%

(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	(8)	Shared Voting Power 2,166,653
Beneficially	(9)	Sole Dispositive Power -
Owned by Each	(10)	Shared Dispositive Power 2,166,653
Reporting Person		
With:		
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person	2,166,653
(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)	9.99%
(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) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions)	Not applicable
(5)	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)	
(6)	Citizenship or Place of Organization	USA
	(7)	Sole Voting Power 307,889
Number of Shares	(8)	Shared Voting Power 2,849,022
Beneficially	(9)	Sole Dispositive Power 307,889
Owned by Each	(10)	Shared Dispositive Power 2,849,022
Reporting Person		
With:		
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person	3,156,911
(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)	14.32%
(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) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions)	Not applicable
(5)	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)	
(6)	Citizenship or Place of Organization	USA
	(7)	Sole Voting Power 275,165
Number of Shares	(8)	Shared Voting Power 572,212
Beneficially	(9)	Sole Dispositive Power 275,165
Owned by Each	(10)	Shared Dispositive Power 572,212
Reporting Person		
With:		
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person	847,377
(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)	3.98%
(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) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions)	Not Applicable
(5)	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)	
(6)	Citizenship or Place of Organization	USA
	(7)	Sole Voting Power -
Number of Shares Beneficially Owned by Each Reporting Person	(8)	Shared Voting Power 792,645
With:	(9)	Sole Dispositive Power -
	(10)	Shared Dispositive Power 792,645
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person	792,645
(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)	3.56%
(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) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions)	Not applicable
(5)	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)	
(6)	Citizenship or Place of Organization	Oklahoma
	(7)	Sole Voting Power -
Number of Shares	(8)	Shared Voting Power 2,166,653
Beneficially	(9)	Sole Dispositive Power -
Owned by Each	(10)	Shared Dispositive Power 2,166,653
Reporting Person		
With:		
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person	2,166,653
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	<input checked="" type="checkbox"/>
(13)	Percent of Class Represented by Amount in Row (11)	9.99%
(14)	Type of Reporting Person (See Instructions)	OO

(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) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC Use Only	
(4)	Source of Funds (See Instructions)	Not Applicable
(5)	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)	
(6)	Citizenship or Place of Organization	Oklahoma
	(7)	Sole Voting Power -
Number of Shares	(8)	Shared Voting Power 2,814,987
Beneficially	(9)	Sole Dispositive Power -
Owned by Each	(10)	Shared Dispositive Power 2,814,987
Reporting Person		
With:		
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person	2,814,987
(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)	12.78%
(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	(8)	Shared Voting Power 417,288
Beneficially	(9)	Sole Dispositive Power -
Owned by Each	(10)	Shared Dispositive Power 417,288
Reporting Person		
With:		
(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. 40 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. 40 is being filed as a result of GFLLC entering into a Rule 10B5-1 Sales Plan, dated August 19, 2010 (the "10B5-1 Sales Plan") for the sale of up to 100,000 shares of Common Stock, subject to the terms and conditions set forth in the 10B5-1 Sales Plan. The 10B5-1 Plan was created as part of GFLLC's members' long-term estate and tax planning strategy.

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.

10b5-1 Sales Plan

On August 19, 2010, GFLLC entered into a Rule 10B5-1 Sales Plan with Morgan Stanley Smith Barney, LLC (“Morgan Stanley”) (the “10B5-1 Sales Plan”). The 10B5-1 Sales Plan provides for the sale of up to an aggregate 100,000 shares of Common Stock in accordance with Rule 10B5-1 of the Securities 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 September 16, 2010;
- (b) the 10B5-1 Sales Plan will terminate not later than the earlier of September 16, 2011, 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 \$19.00;
- (d) all sales will be made on the New York Stock Exchange; and
- (e) 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 termination of SBL’s Rule 10B5-1 Sales Plan, dated June 18, 2009.

Other

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. 40 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 (10) (11)</u>	<u>Percent (12)</u>
Jack E. Golsen	4,136,422 (2)	18.64%
Sylvia H. Golsen	2,166,653 (3)	9.99%
Barry H. Golsen	3,156,911(?) (4)	14.32%
Steven J. Golsen	847,377 (5)	3.98%
Linda F. Rappaport	792,645 (6)	3.56%
Golsen Family, L.L.C.(1)	2,166,653 (7)	9.99%
SBL (1)	2,814,987 (8)	12.78%
GPC (1)	417,288 (9)	1.96%

(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) 2,814,987 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) 1,379,344 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) 307,889 shares held directly;
 - (b) 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
 - (c) 2,814,987 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) 93,664 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) 478,548 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) 93,664 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) 478,548 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) 1,379,344 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) 1,602,099 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. See, 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 21,093,683 shares of Common Stock outstanding, as of July 30, 2010. 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. 40 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:

Person or Entity	Sole Voting and Power of Disposition	Shared Voting and Power of Disposition
Jack E. Golsen	467,726(2)	3,668,696(2)
Sylvia H. Golsen	None	2,166,653(3)
Barry H. Golsen	307,889(4)	2,849,022(4)
Steven J. Golsen	275,165(5)	572,212(5)
Linda F. Rappaport	0(6)	798,645(6)
Golsen Family, L.L.C.(1)	None	2,166,653(7)
SBL(1)	None	2,814,987(8)
GPC(1)	None	417,288(9)

(1) See footnote (1) under paragraph (a) of this Item 5.

(2) See footnote (2) under paragraph (a) of this Item 5.

(3) See footnote (3) under paragraph (a) of this Item 5.

(4) See footnote (4) under paragraph (a) of this Item 5.

(5) See footnote (5) under paragraph (a) of this Item 5.

(6) See footnote (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. 40 to this Schedule 13D, the reporting persons did not affect any transactions in the Common Stock, except on June 30, 2010, Barry H. Golsen acquired 11,250 shares of Common Stock from the Company upon the exercise of a nonqualified stock option at an exercise price of \$2.73 per share.

(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 Rule 10B5-1 Sales Plan.

SBL entered into a 10B5-1 Sales Plan on August 19, 2010, with Morgan Stanley Smith Barney, LLC (“Morgan Stanley”). The Rule 10B5-1 Sales Plan authorizes Morgan Stanley to sell, in the aggregate, up to 100,000 shares of Common Stock during the one year period beginning September 16, 2010, subject to the terms and conditions of the Rule 10B5-1 Sales Plan. See Item 4 of this Amendment No. 40 for a description of certain terms of the Rule 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 99.12 to this Amendment No. 40. The 10B5-1 Plan was created as part of GFLLC’s members’ long-term estate and tax planning strategy.

Expiration of 10B5-1 Sales Plan.

The Rule 10B5-1 Sales Plan, dated June 18, 2009, between SBL and Capital West Securities, Inc. (k/n/a Geary Securities, Inc.) expired pursuant to its terms on August 18, 2010. No sales of Company common stock were affected under such plan.

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 Security Agreement, dated November 7, 2008, executed by SBL, L.L.C. in favor of The Bank Of The West is filed as Exhibit 99.12 to Amendment No. 38 and is incorporated herein by reference.
- 99.12 Rule 10B5-1 Sales Plan, dated August 19, 2010, between Golsen Family, L.L.C. and Morgan Stanley Smith Barney, LLC.

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: September 28, 2010

/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

Rule 10b5-1 Sales Plan

This Rule 10b5-1 Sales Plan ("Plan") is adopted by Golsen Family LLC

(the "Seller") on 8/16/2010 (the "Adoption Date"), in order to establish a systematic program by which Morgan Stanley Smith Barney LLC ("Morgan Stanley Smith Barney" or "MSSB"), will use its reasonable best efforts to sell on the Seller's behalf the shares of common stock ("Stock") of LSB Industries, Inc. ("Issuer"), which trades under the symbol LXU.

A.) Sales Program

1.) The Seller's sales program consists of the following (check the applicable box or boxes):

- vested options, i.e., exercise vested options ("Options") and contemporaneously sell the Stock issued upon such exercise, using either cash generated from the sale to pay the Option exercise price or cash generated from the sale to pay the Option exercise price or cash from a source other than the Stock sale to pay the Option exercise price, as determined by the Seller and specified in Schedule A-1.
- already-owned Stock, i.e. sell the number of shares of Stock already owned by the Seller (including vested shares granted to the Seller pursuant to the Issuer's restricted share plan), as specified in greater detail in Schedule A-2.

2.) The Seller hereby appoints MSSB as the Seller's agent and attorney-in-fact to effect sales under this Plan. If the Seller's sales program consists of exercising vested Options, MSSB is granted authority to exercise Options on the Seller's behalf, and Schedule A-1 will constitute the Seller's Option exercise form.

3.) The Seller agrees to pay MSSB the commission per share of Stock indicated on Schedules A-1 and/or A-2, as applicable. MSSB will deduct its commission and applicable transaction fees from the proceeds of any sale of Stock under this Plan.

4.) The exercise and sale prices, and number of Options to be exercised and shares of Stock to be sold, will be adjusted following such time as the Seller or the Issuer notifies MSSB promptly of a Stock split, Stock dividend or other like distributions affecting the Stock ("Recapitalization"), which shall be made by providing a new schedule reflecting the adjustment in shares and prices after the recapitalization.

5.) (Check the applicable box or boxes)

- The Seller is a Rule 144 "Affiliate" of the Issuer.
- The Seller is subject to the requirements of Section 16 of the Securities Exchange Act of 1934 ("Exchange Act").
- Neither of the above is applicable.

The Seller acknowledges that: (i) the Issuer may prohibit the Seller from engaging in certain types of transactions under this Plan if the Seller is subject to Section 402 of the Sarbanes-Oxley Act of 2002, and (ii) the Seller is solely responsible for complying with Section 16 of the Exchange Act in connection with this Plan, and will be solely responsible if any sales made under this Plan result in the Seller being liable for "short-swing profits" under Section 16(b).

6.) No later than three business days after a sale of Stock is made under this Plan, the Seller agrees to deposit (or make arrangements with the Issuer or its transfer agent to deposit) into an account at MSSB in his or her name the number of shares of Stock to be sold on any particular day on the Seller's behalf (including shares that have been issued as a result of a Recapitalization). If the Seller is selling vested shares of Stock under the Issuer's restricted stock plan in order to pay applicable withholding taxes, the Seller has arranged for a representative of the Issuer to notify a representative designated by MSSB of the number of shares of Stock necessary to be sold in order to satisfy the Seller's tax obligation. Due to market fluctuations, the number of shares sold to cover the Seller's tax obligation may result in: (a) receipt of more proceeds than necessary to pay for the cost of the taxes or (b) less proceeds than required, in which case the Seller will have to

The proceeds of such sale shall be remitted by MSSB to the Issuer (net of MSSB's commissions and applicable transaction fees). MSSB will not be responsible for the calculation of such taxes or payment of such taxes to the applicable governmental tax authority.

7.) For purposes of this Plan, a "business day" means any day on which the principal U.S. market for trading in the Stock is open for business.

B.) Issuer Representations

The Seller acknowledges that as a condition precedent to MSSB's acceptance of this Plan, the Issuer must execute the Issuer Representations Certificate in the form attached to this Plan.

C.) Modification, Suspension, and Termination

1.) Modification

This Plan may be modified by the Seller only if: (a) MSSB and the Issuer approve the modification in writing, and (b) the Seller represents in writing on the date of such modification that he or she is not aware of any materials non-public information regarding the Issuer or any of its securities (including the Stock) and the modification is being made in good faith and not as part of a scheme to evade Rule 10b5-1. In the event this Plan is modified pursuant to the foregoing conditions, MSSB will not be required to effect any sales pursuant to the modification during the two (2) business day period immediately following such modification.

2.) Suspension Events

The Seller acknowledges that it may not be possible to exercise Options or sell Stock during the term of this Plan ("Term") due to: (a) a legal or contractual restriction applicable to the Seller and/or to MSSB, (b) a market disruption (including without limitation a halt or suspension of trading in the Stock imposed by a court, governmental agency or self-regulatory organization), (c) rules governing order execution priority on the NASDAQ Stock Market or the New York Stock Exchange (whichever is applicable), (d) a sale effected pursuant to this Plan that fails to comply (or in the reasonable opinion of MSSB's counsel is likely not to comply) with Rule 144 under the Securities Act of 1933 (the "1933 Act"), or (e) the Issuer temporarily withdraws its Issuer Representation Certificate. In the event the Seller intends to suspend this Plan pursuant to clause (a) or the Issuer intends temporarily to withdraw its Issuer Representation Certificate, the Seller or the Issuer (as the case may be) will notify MSSB in writing of its intention and the beginning date and the ending date of the suspension or temporary withdrawal period. The notice shall be provided to MSSB no less than two (2) business days prior to the intended commencement date.

3.) Termination Events

This Plan will terminate on whichever of the following events occurs first: (a) if the Seller is a natural person, the date upon which MSSB receives notice of the Seller's death, (b) the date specified in Schedules A-1 and/or A-2 on which all sales under this Plan will cease, (c) the Seller fails to comply in any material respect with applicable law and/or its obligations under this Plan, (d) two (2) business days after the date on which MSSB receives written notice that the Seller has terminated this Plan (which may be for any reason), (e) two (2) business days after MSSB notifies the Seller in writing that MSSB has terminated this Plan (which may be for any reason), (f) two (2) business days after the date on which MSSB receives notice that the Seller has filed a petition for bankruptcy or the adjustment of the Seller's debts, or a petition for bankruptcy has been filed against the Seller and has not been dismissed within thirty (30) calendar days of its filing, (g) two (2) business days after the date on which MSSB receives written notice that the Issuer has withdrawn its Issuer Representations Certificate, and (h) as to sales resulting from an Option exercise, the date on which MSSB receives written notice from the Issuer that the Options specified in Schedule A-1 have expired or been terminated or forfeited.

D.) Representations and Warranties

The Seller makes the following representations. The representation in Subsection (a) is made on the Adoption Date. The remaining representations are made on the Adoption Date and are deemed to be re-stated during the Term.

a.) He/she is not aware on the Adoption Date of any material nonpublic information with respect to the Issuer or any of its securities (including the Stock); b.) he/she is not subject to any legal, regulatory, or contractual restriction or undertaking that would prevent MSSB from conducting sales throughout the Term in accordance with Schedule A-1 and/or A-2; c.) he/she is entering into this Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b501; d.) the Stock and Options subject to this Plan are not subject to any liens, security interests or other impediments to transfer (except for limitations imposed by Rule 144, if the Seller is subject to this rule), nor is there any litigation, arbitration or other proceeding pending, or to the Seller's knowledge threatened, that would prevent or interfere with the exercise of Options or sale of Stock under this Plan; e.) he/she has not entered or altered a corresponding or hedging transaction or put option equivalent with respect to the Stock, and agrees not to enter into any such transaction while this plan is in effect; and f.) he/she does not have authority, influence or control over any sales of Stock effected by MSSB pursuant to this Plan, and will not attempt to exercise any authority, influence or control over such sales.

E.) Rule 144 (Check the applicable box or boxes)

X For purposes of Rule 144, the Seller is an "affiliate" of the Issuer or intends to sell shares of Stock under this Plan that are "restricted securities."

o Rule 144 is not applicable to the Seller under this Plan.

If the Seller is an "affiliate" of the Issue, or holds "restricted shares" which are not otherwise registered for resale under the 1933 Act, then all sales under this Plan will be made by MSSB in accordance with Rule 144. The Seller agrees not to take, and agrees to cause any person or entity with whom the Seller would not be required to aggregate sales of Stock under Rule 144 not to take, any action that would cause any such sale not to comply with Rule 144.

MSSB will be responsible for filing each required Form 144. The Seller acknowledges and agrees that MSSB will make only one Form 144 filing each three-month period commencing with the first scheduled sale of Stock under this Plan.

The Seller agrees to advise MSSB promptly of any sale of Stock by the Seller (or any other person or entity whose sales of Stock would be aggregated with those of the Seller for purposes of compliance with the volume limitations of Rule 144) that is not covered by this Plan, except that the Seller may sell Stock outside of this Plan only if and to the extent that no such sale affects the amount of Stock that may be sold under this Plan in compliance with the volume limitations of Rule 144. The Seller acknowledges and agrees that: 60; (i) sales under this Plan shall not be in any way affected by any sales outside of this Plan, and (ii) for purposes of this sentence, the term "Seller" shall mean and include the Seller and any other person or entity whose sales of Stock would be aggregated with those of the Seller for purposes of compliance with the volume limitations of Rule 144. The Seller acknowledges and agrees that he/she will provide MSSB with a signed and completed Form 144 no later than five business days prior to the commencement of any Sale Period set forth on Schedule A-1 and/or A-2.

F.) Exchange Act Filings

The Seller agrees to make all filings required by the Exchange Act in connection with this Plan. MSSB will not be required to: (i) make any of these filings on the Seller's behalf, (ii) review any Exchange Act filing made by the Seller, or (iii) determine whether any Exchange Act filing by the Seller has been made on a timely basis. MSSB will not be liable to the Seller for any misstatement, omission or defect in any of these filings.

G.) Indemnification and Limitation of Liability; No Advice

1.) The Seller agrees to indemnify, defend and hold harmless MSSB (and its directors, officers, employees and affiliates) from and against all claims, liabilities, losses, damages and expenses (including reasonable attorney's fees and costs) arising out of or attributable to: a.) any material breach by the Seller of its obligations under this Plan; b.) the material incorrectness or inaccuracy of any of the Seller's representations and warranties (including the representation required by Section (C)(1) of this Plan); c.) any material violation by the Seller of applicable laws or regulations relating to this Plan or the transactions contemplated by this Plan; and d.) any exercise of Options if cash is not available to pay the exercise price of such Options. This indemnification will survive the termination of this Plan. The Seller will have no indemnification obligation in the case of gross negligence or willful misconduct of MSSB or any other indemnified person.

2.) Regardless of any other term or condition of this Plan, neither party will be liable for (a) special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages of any kind, including but not limited to lost profits, lost savings, loss of use of facility or equipment, regardless of whether arising from breach of contract, warranty, tort, strict liability or otherwise, and even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen, or (b) any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond its reasonable control, including but not limited to failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, severe weather, market disruptions, acts of war (whether or not declared), acts of terrorism, or other causes commonly known as "acts of God". In addition, MSSB will not be liable to the Seller in the event sales of Stock made in accordance with the terms of this Plan violate the Issuer's insider trading policies.

3.) The Seller acknowledges that MSSB has not provided the Seller with any tax, accounting or legal advice with respect to this Plan, including whether the Seller would be entitled to any of the affirmative defenses under Rule 10b5-1.

H.) Governing Law

This Plan will be governed by, and construed in accordance with, the laws of the State of New York, without regard to such State's conflict of laws rules.

I.) Entire Agreement

This Plan (including all Schedules) reflects the entire agreement between the parties concerning the sale of Stock under Rule 10b5-1, and supersedes any previous or contemporaneous agreements or promises concerning these sales, whether written or oral. In the event of a conflict between the terms and conditions of this Plan and the terms and conditions of: (i) any other agreement between the Seller and MSSB concerning sales of Stock under Rule 10b5-1, or (ii) any written instructions provided by the Issuer to the Seller concerning this Plan or Rule 10b5-1 plans in general, the terms and conditions of this Plan will govern.

J.) Assignment

This Plan and the rights and obligations thereunder may not be assigned by Seller without written permission of MSSB. Assignment of this Plan and the rights and obligations thereunder, may not be assigned by MSSB without the consent of Seller, except that MSSB may assign this Plan without Seller's permission or consent to a broker-dealer who succeeds to the business of MSSB as the result of any acquisition, merger, consolidation, joint venture or other business combination.

K.) Enforceability in the Event of Bankruptcy.

The Seller and MSSB acknowledge and agree that this Plan is a “securities contract,” as such term is defined in Section 741(7) of Title 11 of the United States Code (“Bankruptcy Code”), entitled to all of the protections given such contracts under the Bankruptcy Code.

L.) Confidentiality

MSSB will maintain the confidentiality of this Plan and will not disclose the specific terms of this Plan to any person or entity, except: (i) to employees, affiliates and agents of MSSB who have a legitimate business need to know such information, (ii) to any governmental agency having jurisdiction over MSSB or any self-regulatory organization of which it is a member, or (iii) to any other person or entity to the extent such disclosure is required by law or by a subpoena issued by a court of competent jurisdiction.

M.) Method of Communication

Except as otherwise specifically provided in this Plan, any communications required or permitted hereunder may be in writing or made orally, provided that any communications made orally must be confirmed in writing within one business day of such communication. Such written communications shall be directed to the parties as specified in Schedule “B”.

N.) Counterpart Signatures

This Plan may be signed in any number of counterparts, each of which taken together will be deemed an original and part of the same Plan.

GOLSEN FAMILY LLC

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

MORGAN STANLEY SMITH BARNEY

By: /s/ Stephanie Korenman
Name: Stephanie Korenman
Title: Executive Director and Senior Attorney

SCHEDULE A-2

Sale of Stock already owned by the Seller

Name of Seller: Golsen Family LLC

Name of Issuer: LSB Industries, Inc.

Please note: The Seller represents that the information below is accurate.

NOTWITHSTANDING THE EARLIEST START DATE SHOWN BELOW, MSSB WILL NOT BE REQUIRED TO COMMENCE SALES EFFORTS UNDER THIS PLAN PRIOR TO TWO BUSINESS DAYS FOLLOWING THE DATE ON WHICH MSSB ACCEPTS THE PLAN (THE "ACCEPTANCE DATE").

*****INFORMATION ON GRID MUST BE TYPED*****

(a) Date Stock Acquired	(b) Sale Period(s)		(c) Authorized Number of Owned Shares to be Sold	(d) Limit Price ("Market" if a Market Order)
	Start Date	End Date		
Prior to 052907	9/16/10	9/16/11	100,000	19.00
<u>"No Sale" Period (if any)</u>				
	Start Date	End Date		

The maximum number of shares of Stock to be sold under this Schedule A-2 is 100,000.

Commission per share: .05 cents.

Instructions:

- Shares should be listed in chronological order of proposed sales.
- In column (a), state the date on which the shares to be sold were acquired. If the shares were acquired in more than one lot, state the acquisition date for each lot.
- In column (b), state the first and last date on which the Stock is authorized to be sold during the designated Sale Period (Stock sales may occur on or between these dates). If, during any Sale Period the stated price is not reached for some or all of those shares, they will not be carried over into any subsequent Sale Period, unless explicitly indicated in the grid above.
- In column (c), state the maximum number of shares authorized to be sold at the price during the designated Sale Period. Do not aggregate with amounts authorized to be sold at a lower price during the same designated Sale Period.
- In column (d), write either: (i) a dollar price which is the minimum price (the "Limit" Price) at which Stock is authorized to be sold, or (ii) the word "market" if Stock is to be sold at the then-prevailing market price per share during the Sale Period. All market orders will be treated as "market not held" orders. All limit orders will be treated as "limit not held" orders.
- In the grid labeled "No Sale" Periods, list the period(s), if any, during which no sales may be made pursuant to this Schedule A-2, stated Sale Periods, notwithstanding. These periods are independent of any Suspension Event that may occur pursuant to Section C.) 2.) of this Plan.
- In the event sales cannot be made for any reason, including the occurrence of a Suspension Event, the term of this Plan will not be affected thereby and will end on its originally scheduled End Date.

Account # _____

GOLSEN FAMILY LLC

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

Accepted and Agreed to:

MORGAN STANLEY SMITH BARNEY

/s/ Stephanie Korenman
[Signature of authorized official in Morgan Stanley
Smith Barney's Executive Financial Services Department

Stephanie Korenman, Exec. Dir. and Sr. Atty.
[Name and title of authorized official]

8/19/10
[Acceptance Date]

This Schedule A-2 is an integral part of the attached Plan entered into by the Seller with MSSB and is subject to the terms and conditions set forth therein.

SCHEDULE "B"

**To
Rule 10b5-1 Sales Plan**

Communications required by the Plan shall be made to the following persons in accordance with Section "M" of such Plan:

To the Seller:

Name: Golsen Family LLC
Address: PO Box 705
Oklahoma City, OK 73101
Telephone: 405-232-7033
Fax: 405-232-8924
E-Mail:

Copies to:

Name:
Address:
Telephone:
Fax:
E-Mail:

To Issuer:

Name: LSB Industries, Inc
Address: 16 S. Pennsylvania
Oklahoma City, OK 73107
Telephone: 405-235-4546
Fax: 405-236-1209
E-Mail:

Copies to:

Name:
Address:
Telephone:
Fax:
E-Mail:

To MSSB:

Primary Contact: Michael Shelley
Alternate Contact #1: Gayle T. Harbert
Alternate Contact #2: Vicki Arnold
Address: 211 N. Robinson #1300N
Oklahoma City, OK 73102
Telephone: 405-232-9181
Fax: 405-272-0163
E-Mail: Michael.Shelley@mssb.com

Copies to: Executive Financial Services

Name: Tamara Sapilak
Address: 787 Seventh Avenue, 13th Floor,
New York, NY 10019
Telephone: 212-783-2524
Fax: 646-291-1560
E-Mail: tamara.sapilak@mssb.com

This Schedule "B" is an integral part of the attached Plan entered into by the Seller with MSSB and is subject to the terms and conditions set forth therein.

ISSUER REPRESENTATIONS

August 18,

2010 _____

[Date]

To: Morgan Stanley Smith Barney

As an authorized representative of the Issuer, LSB Industries, Inc. ("Issuer"), I hereby represent and covenant on the Issuer's behalf that:

- 1.) I have reviewed the attached Rule 10b5-1 Sales Plan ("Plan") of Golsen Family LLC (the "Seller" adopted on August 16, 2010, and have determined that it does not violate the Issuer's trading policy.

- 2.) For purposes of Section 402 of the Sarbanes-Oxley Act of 2002 (check the applicable box):
 - The Seller is an "executive officer" or director of the Issuer.

 - The Seller is not an "executive officer" or director of the Issuer.

By: /s/ Heidi Brown
[Signature of Issuer's Authorized Representative]

Heidi Brown, Vice President, LSB Industries, Inc.
[Print Name and Title of Issuer's Authorized Representative]

