

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 23)

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)

October 25, 1995

(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 Rule 13d-1(b)(3) or (4), check the following box. []

Check the following box if a fee is being paid with this statement []. (A fee is not required only if the reporting person: (1) has a previous statement on file reporting beneficial ownership of more than five percent (5%) of the class of securities described in Item 1; and (2) has filed no amendment subsequent thereto reporting beneficial ownership of less than five percent (5%) of such class. See Rule 13d-7.)

Note: Six (6) copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) 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).

CUSIP NO. 5021600-10-4

(1) Names of Reporting Persons, Jack E. Golsen
S.S. or I.R.S. Identification ###-##-####
Nos. of Above Persons

(2) Check the Appropriate Box if (a) []
a Member of a Group (See (b) [X]
Instructions)

(3) SEC Use Only

(4) Source of Funds (See Instruc- Not applicable
tions)

(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 284,361
Number of Shares Beneficially Owned by Each Reporting Person With:	(8)	Shared Voting Power 2,811,928
	(9)	Sole Dispositive Power 284,361
	(10)	Shared Dispositive Power 2,811,928
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person	3,096,289
(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)	22.7%
(14)	Type of Reporting Person (See Instructions)	IN

CUSIP NO. 5021600-10-4

(1)	Names of Reporting Persons, S.S. or I.R.S. Identification Nos. of Above Persons	Sylvia 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 -
Number of Shares Beneficially Owned by Each Reporting Person With:	(8)	Shared Voting Power 2,811,928
	(9)	Sole Dispositive Power -
	(10)	Shared Dispositive Power 2,811,928
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person	2,811,928
(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) 20.9%

(14) Type of Reporting Person (See Instructions) IN

CUSIP NO. 5021600-10-4

(1) Names of Reporting Persons, S.S. or I.R.S. Identification Nos. of Above Persons Golsen Petroleum Corporation 73-079-8005

(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) 00

(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 With: (8) Shared Voting Power 232,957

(9) Sole Dispositive Power -

(10) Shared Dispositive Power 232,957

(11) Aggregate Amount Beneficially Owned by Each Reporting Person 232,957

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11) 1.8%

(14) Type of Reporting Person (See Instructions) C0

CUSIP NO. 5021600-10-4

(1) Names of Reporting Persons, S.S. or I.R.S. Identification Nos. of Above Persons SBL Corporation 73-1477865

(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) 00

(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 With:

(8) Shared Voting Power 1,642,944

(9) Sole Dispositive Power -

(10) Shared Dispositive Power 1,642,944

(11) Aggregate Amount Beneficially Owned by Each Reporting Person 1,642,944

(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) 12.2%

(14) Type of Reporting Person (See Instructions) CO

CUSIP NO. 5021600-10-4

(1) Names of Reporting Persons, S.S. or I.R.S. Identification Nos. of Above Persons 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 249,563

Number of Shares Beneficially Owned by Each Reporting Person With:

(8) Shared Voting Power 1,806,404

(9) Sole Dispositive Power 249,563

(10) Shared Dispositive 1,806,404

Power

- (11) Aggregate Amount Beneficially Owned by Each Reporting Person 2,055,967
- (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) 15.3%
- (14) Type of Reporting Person (See Instructions) IN

CUSIP NO. 5021600-10-4

- (1) Names of Reporting Persons, S.S. or I.R.S. Identification Nos. of Above Persons 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 | 209,934 |
| Number of Shares Beneficially Owned by Each Reporting Person With: | (8) | Shared Voting Power | 1,698,852 |
| | (9) | Sole Dispositive Power | 209,934 |
| | (10) | Shared Dispositive Power | 1,698,852 |
- (11) Aggregate Amount Beneficially Owned by Each Reporting Person 1,908,786
 - (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) 14.2%
 - (14) Type of Reporting Person (See Instructions) IN

CUSIP NO 5021600-10-4

- (1) Names of Reporting Persons, S.S. or I.R.S. Identification Nos. of Above Persons Linda Golsen 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 | 82,552 |
| Number of Shares Beneficially Owned by Each Reporting Person With: | (8) | Shared Voting Power | 1,806,404 |
| | (9) | Sole Dispositive Power | 82,552 |
| | (10) | Shared Dispositive Power | 1,806,404 |
- (11) Aggregate Amount Beneficially Owned by Each Reporting Person 1,888,956
- (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) 14.0%
- (14) Type of Reporting Person (See Instructions) IN

CUSIP NO. 5021600-10-4

This statement constitutes Amendment No. 23 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 group consisting of Jack E. Golsen, Sylvia H. Golsen, Golsen Petroleum Corporation ("GPC"), SBL Corporation ("SBL"), Barry H. Golsen, Steven J. Golsen and Linda Golsen Rappaport.

This Amendment No. 23 to the Schedule 13D is being filed as a result of a change in the facts contained in Amendment 22 to the Schedule 13D, which change may be considered a material change in the facts set forth in Amendment 22 to the Schedule 13D. The change is due to the following:

- (i) On October 25, 1995, GPC distributed pursuant to a dividend to SBL, GPC's newly created parent corporation and owner of 100% of the outstanding capital stock of GPC. The dividend consisted of 981,199 shares of Common Stock and 12,000 shares of the Company's Series B 12% Cumulative, Preferred Stock (the "Series B Preferred Stock"), all of which were held in GPC's investment portfolio. Each share of the Series B Preferred Stock is nonconvertible, at the option of the holder, into 33.3333

shares of Common Stock. As a result of the formation of SBL as the parent company of GPC and the distribution of such dividend to SBL by GPC, SBL may be considered a reporting person required to file this Schedule 13D pursuant to section 13(d) of the Securities Exchange Act of 1934, and has elected to be included in this Schedule 13D as a reporting person.

- (ii) Between September 26 and October 25, 1995, GPC acquired (a) 29,500 shares of Common Stock for an aggregate purchase price of \$145,900.00 and (b) 2,200 shares of the Company's \$3.25 Convertible, Exchangeable Class C Preferred Stock, Series 2 ("Class C Preferred Stock") for an aggregate purchase price of \$76,800.00. Each share of Class C Preferred Stock is convertible, at the option of the holder, into 4.329 shares of Common Stock at a conversion price of \$11.55 per share. See Item 5(c) of this Amendment.
- (iii) Between October 20 and October 24, 1995, SBL acquired 6,650 shares of Class C Preferred Stock for an aggregate purchase price of \$218,618.75. Each share of Class C Preferred Stock is convertible into 4.329 shares of Common Stock at a conversion price of \$11.55 per share. See Item 5(c) of this Amendment.

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, except the following additional reporting person is hereby added:

- a) Name: SBL Corporation
- b) State of Organization: Oklahoma
- c) Address of Principal Business and Principal Office:
16 South Pennsylvania
Post Office Box 705
Oklahoma City, Oklahoma 73101
- d) Principal Business: SBL is the parent company of GPC and owns certain securities.
- e) During the last five (5) years, SBL has not been convicted in a criminal proceeding.
- f) SBL has not, during the last five (5) years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction which, as a result, would have subjected SBL to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal state securities laws or finding any violation with respect to such laws.

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

In connection with the distribution by GPC to SBL of a dividend on October 25, 1995, consisting of 981,199 shares of Common Stock and 12,000 shares of the Series B Preferred Stock, which shares were held in GPC's investment portfolio, SBL paid no consideration to GPC for such dividend or the shares included in the dividend.

Between September 26 and October 25, 1995, GPC acquired 29,500 shares of Common Stock for an aggregate purchase price of \$145,900.00, and acquired 2,200 shares of the Class C Preferred Stock for an aggregate purchase price of \$76,800.00. The sources of the funds used by GPC in making such purchases were, in part, borrowed from Jack E. Golsen, who borrowed such funds from Stillwater National Bank and Trust Company, Oklahoma, and the remaining funds were borrowed pursuant to GPC's margin account at National Financial Services Corporation.

Between October 20 and October 24, 1995, SBL acquired 6,650 shares of the Class C Preferred Stock for an aggregate purchase price of \$218,618.75. The sources of the funds used by SBL in making such purchases were, in part, borrowed from Jack E. Golsen, who borrowed such funds from Stillwater National Bank and Trust Company, Oklahoma, and the remaining funds were borrowed pursuant to SBL's margin account at National Financial

Services Corporation. See Item 5(c) hereof.

Item 4. Purpose of Transaction.

Item 4 of this Schedule 13D is unchanged.

Item 5. Interest in Securities of the Issuer.

(a) The following table sets forth 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:

Person	Amount	Percent(9)
Jack E. Golsen	3,096,289(1)(2)(6)	22.7%
Sylvia H. Golsen	2,811,928(1)(6)(7)	20.9%
SBL	1,642,944(1)	12.2%
GPC	232,957(8)	1.8%
Barry H. Golsen	2,055,967(1)(3)(6)	15.3%
Steven J. Golsen	1,908,786(1)(4)(6)	14.2%
Linda Golsen Rappaport	1,888,956(1)(5)(6)	14.0%

- (1) The amount shown includes 1,642,944 shares of Common Stock beneficially owned by SBL, which includes (i) 400,000 shares that SBL has the right to acquire upon the conversion of 12,000 shares of the Company's Series B Preferred Stock owned of record by SBL; (ii) 28,788 shares of Common Stock that SBL has the right to acquire upon the conversion of 6,650 shares of Class C Preferred Stock owned of record by SBL; and (iii) 232,957 shares of Common Stock beneficially owned by SBL's wholly owned subsidiary, GPC, which includes (a) 133,333 shares that GPC has the right to acquire upon conversion of 4,000 shares of Class B Preferred Stock owned of record by GPC, and (b) 9,526 shares that GPC has the right to acquire upon conversion of 2,200 shares of Class C Preferred Stock owned of record by GPC. The relationship between Jack E. Golsen, Sylvia H. Golsen, Barry H. Golsen, Steven J. Golsen, Linda Golsen Rappaport, SBL, and GPC is described in more detail in paragraph (b) of this Item 5.
- (2) The amount shown includes (a) 4,000 shares of Common Stock upon conversion of a promissory note, (b) 133,333 shares of Common Stock upon the conversion of 4,000 shares of the Series B Preferred Stock owned of record by J. Golsen, (c) 1,168,984 shares of Common Stock owned of record by Sylvia H. Golsen, wife of Jack E. Golsen, (d) 33,000 shares of Common Stock Jack E. Golsen may acquire upon exercise of a Non-Qualified Stock Option, and (e) 25,000 shares of Common Stock Jack E. Golsen may acquire upon exercise of incentive stock options of the Company.
- (3) The amount shown does not include (a) 533 shares of Common Stock that Barry Golsen's wife owns, in which Barry Golsen disclaims beneficial ownership, and (b) 65,840 shares of Common Stock owned of record by the Barry H. Golsen 1992 Trust, of which Barry H. Golsen is the primary beneficiary, but of which Barry H. Golsen has no voting or dispositive control. Such amount does include (x) 27,954 shares of Common Stock owned of record by each of the Amy G. Rappaport Trust No. J-1 and Joshua B. Golsen Trust No. J-1, of which Barry H. Golsen is a Co-Trustee, (y) 26,888 shares of Common Stock owned of record by each of the Adam Z. Golsen Trust No. J-1, Stacy L. Rappaport Trust No. J-1, Lori R. Rappaport Trust No. J-1 and Michelle L. Golsen Trust No. J-1, of which Barry H. Golsen is a Co-Trustee, and (z) 5,000 shares of Common Stock which Barry H. Golsen may acquire upon exercise of incentive stock options of the Company.
- (4) The amount shown does not include 65,840 shares of Common Stock owned of record by the Steven J. Golsen 1992 Trust, of which Steven J. Golsen is the primary beneficiary, but of which Steven J. Golsen has no voting or dispositive control. Such

amount does include (a) 27,954 shares of Common Stock owned of record by the Amy G. Rappaport Trust No. J-1, of which Steven J. Golsen is a Co-Trustee, (b) 27,954 shares of Common Stock owned of record by the Joshua B. Golsen Trust No. J-1, of which Steven J. Golsen is a Co-Trustee, and (c) 5,000 shares of Common Stock which Steven J. Golsen may acquire upon exercise of incentive stock options of the Company.

- (5) The amount shown does not include 122,297 shares of Common Stock that Mrs. Rappaport's husband owns and 5,000 shares which Mrs. Rappaport's husband may acquire upon exercise of incentive stock options of the Company, all of which Mrs. Rappaport disclaims beneficial ownership. The amount shown does not include 65,840 shares of Common Stock 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. Such amount does include (a) 27,954 shares of Common Stock owned of record by each of the Amy G. Rappaport Trust No. J-1 and Joshua B. Golsen Trust No. J-1 of which Linda F. Rappaport is a Co-Trustee, (b) 26,888 shares of Common Stock owned of record by each of the Adam Z. Golsen Trust No. J-1, Stacy L. Rappaport Trust No. J-1, Lori R. Rappaport Trust No. J-1 and Michelle L. Golsen Trust No. J-1 of which Linda F. Rappaport is a Co-Trustee.
- (6) Jack E. Golsen and Sylvia H. Golsen each disclaims beneficial ownership of (a) the shares of Common Stock owned of record by Barry H. Golsen, the shares of Common Stock that Barry H. Golsen has the right to acquire under the Company's incentive stock options, and the shares of Common Stock considered beneficially owned by Barry H. Golsen as a result of his position as trustee of certain trusts, (b) the shares of Common Stock owned of record by Steven J. Golsen, the shares of Common Stock that Steven J. Golsen has the right to acquire under the Company's incentive stock options, and the shares of Common Stock considered beneficially owned by Steven J. Golsen as a result of his position as trustee of certain trusts, and (c) the shares of Common Stock owned of record by Linda Golsen Rappaport, and the shares of Common Stock considered beneficially owned by Linda Golsen Rappaport as a result of her position as a trustee of certain trusts. Barry H. Golsen, Steven J. Golsen and Linda Golsen Rappaport disclaim beneficial ownership of the shares of Common Stock of the Company beneficially owned by Jack E. Golsen and Sylvia H. Golsen, except for shares beneficially owned by SBL and GPC.
- (7) The amount shown does not include, and Sylvia H. Golsen disclaims beneficial ownership of (a) the 89,028 shares of Common Stock owned of record by Jack E. Golsen, (b) the 4,000 shares of Common Stock that Jack E. Golsen has the right to acquire upon the conversion of a promissory note, (c) the 33,000 shares of Common Stock that Jack E. Golsen may acquire upon exercise of a Nonqualified Stock Option, (d) the 133,333 shares of Common Stock which Jack E. Golsen has the right to acquire upon conversion of the 4,000 shares of Series B Preferred Stock owned of record by him, and (e) the 25,000 shares of Common Stock that Jack E. Golsen may acquire upon exercise of incentive stock options of the Company.
- (8) The amount shown includes 232,957 shares of Common Stock beneficially owned by GPC, which includes (i) 133,333 shares that GPC has the right to acquire upon conversion of 4,000 shares of the Company's Series B Preferred Stock owned of record by GPC, and (ii) 9,526 shares that GPC has the right to acquire upon conversion of 2,200 shares of Class C Preferred stock owned of record by GPC. The relationship between Jack E. Golsen, Sylvia H. Golsen, Barry H. Golsen, Steven J. Golsen, Linda Golsen Rappaport, SBL, and GPC is described in more detail in paragraph (b) of this Item 5.
- (9) Shares of Common Stock of the Company not outstanding, but which may be acquired by a reporting person during the next sixty (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, for each person and entity identified under paragraph (a), the number of shares of Common

Stock as to which the person and entity has (1) the sole power to vote or direct the voting, (2) shared power to vote or direct the voting, (3) the sole power to dispose or to direct the disposition, or (4) 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	284,361(1)(5)	2,811,928(2)(3)
Sylvia H. Golsen	None	2,811,928(2)(11)
SBL	None	1,642,944(2)
GPC	None	232,957(4)
Barry H. Golsen	249,563(5)(6)	1,806,404(2)(7)
Steven J. Golsen	209,934(5)(8)	1,698,852(2)(9)
Linda Golsen Rappaport	82,552(5)	1,806,404(2)(10)

(1) The amount shown includes (a) 4,000 shares of Common Stock that Jack E. Golsen has the right to acquire upon conversion of a promissory note, (b) 133,333 shares of Common Stock that J. Golsen has the right to acquire upon the conversion of 4,000 shares of the Series B Preferred Stock owned of record by him, (c) 33,000 shares of Common Stock that J. Golsen has the right to acquire under a Non-Qualified Stock Option, and (d) 25,000 shares of Common Stock which Jack E. Golsen may acquire upon exercise of incentive stock options.

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

(3) The amount shown includes 1,168,984 shares of Common Stock owned of record by Sylvia H. Golsen, the wife of Jack E. Golsen.

(4) See footnote (8) under paragraph (a) of this Item 5.

(5) See footnote (6) under paragraph (a) of this Item 5.

(6) The amount shown includes 5,000 shares of Common Stock which Barry Golsen may acquire upon exercise of incentive stock options of the Company.

(7) The amount shown does not include 65,840 shares of Common Stock owned of record by the Barry H. Golsen 1992 Trust, of which Barry H. Golsen has no voting or dispositive power and 533 shares of Common Stock that Barry Golsen's wife owns in which Barry Golsen disclaims beneficial ownership. Heidi Brown Shear is the Trustee of such trust. Such amount does include (a) 27,954 shares of Common Stock owned of record by each of the Amy G. Rappaport Trust No. J-1 and Joshua B. Golsen Trust No. J-1, of which Barry H. Golsen is a Co-Trustee, and (b) 26,888 shares of Common Stock owned of record by each of the Adam Z. Golsen Trust No. J-1, Stacy L. Rappaport Trust No. J-1, Lori R. Rappaport Trust No. J-1 and Michelle L. Golsen Trust No. J-1, of which Barry H. Golsen is a Co-Trustee.

(8) The amount shown includes 5,000 shares which Steven J. Golsen may acquire upon exercise of incentive stock options of the Company.

(9) The amount shown does not include 65,840 shares of Common Stock owned of record by the Steven J. Golsen 1992 Trust, of which Steven J. Golsen has no voting or dispositive power. Heidi Brown Shear is the Trustee of the trust. Such amount includes (a) 27,954 shares of Common Stock owned of record by the Amy G. Rappaport Trust No. J-1, of which Steven J. Golsen is a Co-Trustee, and (b) 27,954 shares of Common Stock owned of record by the Joshua B. Golsen Trust No. J-1, of which Steven J. Golsen is a Co-Trustee.

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

(11) See footnotes (6) and (7) under paragraph (a) of this Item 5.

SBL is wholly owned by Sylvia H. Golsen (wife of Jack E. Golsen and 40% owner), Barry H. Golsen (20% owner), Steven J. Golsen (20% owner) and Linda Golsen Rappaport (20% owner). Such individuals previously owned all of the issued and outstanding Common Stock of GPC in the same ownership percentages as indicated with respect to SBL. Upon formation of SBL, such individuals contributed all of their stock in GPC to SBL. As a result, GPC became the wholly owned subsidiary of SBL. The directors and executive officers of SBL are Sylvia H. Golsen, Barry H. Golsen, Steven J. Golsen and Linda Golsen Rappaport. The directors and executive officers of GPC are Jack E. Golsen, Sylvia H. Golsen, Barry H. Golsen, Steven J. Golsen and Linda Golsen Rappaport. Barry H. Golsen, Steven J. Golsen and Linda Golsen Rappaport are the children of Jack E. and Sylvia H. Golsen.

(c) During the past sixty (60) days from the date of this Amendment, the following transactions were effected in the Common Stock by a reporting person named in response to Paragraph (a) of this Item 5:

1. Transactions by GPC:

Date	Security	Number of Shares Acquired	Price, Excluding Commission	Type of Transaction
9-26-95	Common Stock	1,000	\$ 5.25	NYSE
9-27-95	Common Stock	4,000	\$ 5.00	NYSE
10-3-95	Common Stock	7,500	\$ 5.00	NYSE
10-3-95	Common Stock	5,000	\$ 5.00	NYSE
10-12-95	Common Stock	700	\$ 5.00	NYSE
10-12-95	Common Stock	300	\$ 4.875	NYSE
10-12-95	Common Stock	1,000	\$ 5.00	NYSE
10-13-95	Common Stock	1,000	\$ 5.00	NYSE
10-16-95	Common Stock	1,000	\$ 5.00	NYSE
10-16-95	Common Stock	1,000	\$ 4.875	NYSE
10-17-95	Common Stock	1,000	\$ 4.875	NYSE
10-18-95	Common Stock	1,000	\$ 4.75	NYSE
10-18-95	Common Stock	500	\$ 4.875	NYSE
10-19-95	Common Stock	2,000	\$ 4.6875	NYSE
10-19-95	Common Stock	1,000	\$ 4.75	NYSE
10-25-95	Common Stock	1,500	\$ 4.75	NYSE
9-25-95	Class C Preferred Stock	1,000	\$34.875	NYSE
9-25-95	Class C Preferred Stock	1,000	\$35.00	NYSE
9-26-95	Class C Preferred Stock	200	\$34.625	NYSE

2. Transactions by SBL:

Date	Security	Number of Shares Acquired	Price, Excluding Commission	Type of Transaction
10-20-95	Class C Preferred	2,150	\$32.875	NYSE
10-23-95	Class C Preferred	2,500	\$32.875	NYSE
10-24-95	Class C Preferred	2,000	\$32.875	NYSE

3. Dividend by GPC to its Parent, SBL. In addition to the transactions described above, on October 25, 1995, GPC distributed to SBL as a dividend 981,199 shares of Common Stock and 12,000 shares of the Company's Series B Preferred Stock, all of which were held in GPC's investment portfolio. SBL is the newly created parent corporation and owner of 100% of the outstanding capital stock of GPC. SBL paid no consideration for such dividend or the shares included in such dividend.

(d) See Item 6, below.

(e) As a result of the distribution pursuant to a dividend by GPC to GPC's parent corporation, SBL, on October 25, 1995, of a dividend consisting of 981,199 shares of Common Stock and 12,000 shares of Series B Preferred Stock held in GPC's investment portfolio, GPC ceased to be the beneficial owner of more than five percent (5%) of the issued and outstanding Common Stock of the Company.

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

Item 6 of the Schedule 13D is unchanged, except the following is hereby added:

On October 12, 1995, Sylvia H. Golsen pledged 320,000 shares of Common Stock owned by her to Stillwater National Bank & Trust Company, Oklahoma City, Oklahoma, to secure repayment of a certain loan made to Jack E. Golsen on such date. The Security Agreement includes as

collateral all stock dividends with respect to such shares.

Under the Margin Account Agreement with National Financial Services Corporation ("NFSC"), dated October 17, 1995, SBL has granted NFSC a security interest in 6,650 shares of Common Stock as of the date of this Amendment 23. Under the Margin Account Agreement, NFSC may lend and repledge all of such securities, from time to time, in the event the margin account may not meet NFSC's requirements and, if GPC does not otherwise satisfy such requirements, NFSC may close out the margin account by selling such shares.

On October 24, 1995, Jack E. Golsen pledged 4,000 shares of Series B Preferred Stock owned by him to CityBank & Trust Company, Oklahoma City, Oklahoma, to secure repayment of a certain loan made to Jack E. Golsen and Sylvia H. Golsen on such date. In addition to standard default and similar provisions contained in the Commercial Pledge Agreement, CityBank & Trust Company retains the right to collect all income paid in connection with the collateral (including dividends) prior to a default.

On October 24, 1995, Sylvia H. Golsen pledged 140,000 shares of Common Stock owned by her to CityBank & Trust Company, Oklahoma City, Oklahoma, to secure repayment of a certain loan made to Jack E. Golsen and Sylvia H. Golsen on such date. In addition to standard default and similar provisions contained in the Commercial Pledge Agreement, CityBank & Trust Company retains the right to collect all income paid in connection with the collateral (including dividends) prior to a default.

Item 7. Materials to be Filed as Exhibits.

1. Client's Agreement between Jack E. Golsen and Paine Webber, Inc., is filed as Exhibit 1 to Amendment No. 5 to the Schedule 13D and is incorporated herein by reference.
2. Powers of Attorney executed by Barry H. Golsen, Steven J. Golsen, and Linda Golsen Rappaport are filed as Exhibit 6 to Amendment No. 3 to the Schedule 13D and are incorporated herein by reference.
3. Agreement of the reporting persons as to joint filing of this Schedule 13D, is filed as Exhibit 7 to Amendment No. 3 to the Schedule No. 13D and is incorporated herein by reference.
4. Convertible Note between the Company and Jack E. Golsen filed as Exhibit (a) to the original Schedule 13D and is incorporated herein by reference.
5. 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.
6. Non-Non-Qualified Stock Option Agreement, dated June 1, 1989, between the Company and Jack E. Golsen, is filed as Exhibit 12 to Amendment No. 8 to the Schedule 13D and is incorporated herein by reference.
7. Stacy L. Rappaport Trust No. J-1, is filed as Exhibit 14 to Amendment No. 13 to the Schedule 13D and is incorporated herein by reference. The Joshua B. Golsen Trust No. J-1, Adam Z. Golsen Trust No. J-1, Amy G. Rappaport Trust No. J-1, Lori R. Rappaport Trust No. J-1 and Michelle L. Golsen Trust No. J-1 are substantially similar to the Stacy L. Rappaport Trust No. J-1, except for the names of the trustees, and copies of the same will be supplied to the Commission upon request.
8. Barry H. Golsen 1992 Trust is filed as Exhibit 15 to Amendment No. 16 to the Schedule 13D and is incorporated herein by reference. The Steven J. Golsen 1992 Trust and Linda F. Rappaport 1992 Trust are substantially similar to the Barry H. Golsen 1992 Trust, and copies of the same will be supplied to the Commission upon request.
9. Agreement of Sylvia H. Golsen as to joint filing of this Schedule 13D is filed as Exhibit 15 to Amendment No. 18 and is incorporated herein by reference.
10. Customer's Agreement between Sylvia H. Golsen and Janney Montgomery Scott Inc., dated August 13, 1993, is filed as Exhibit 12 to Amendment No. 19 and is incorporated herein by reference.
11. Commercial Pledge Agreement, dated December 5, 1994, between CityBank & Trust and Sylvia H. Golsen is filed as Exhibit 12 to Amendment No. 21 and is incorporated herein by reference.

12. Customer's Agreement between Sylvia H. Golsen and Stifel, Nicolaus & Company, Incorporated, dated March 29, 1995, is filed as Exhibit 13 to Amendment No. 21 and is incorporated herein by reference.
13. First Amendment to Non-Qualified Stock Option Agreement, dated March 2, 1994, and Second Amendment to Non-Qualified Stock Option Agreement, dated April 3, 1995, each between the Company and Jack E. Golsen, are filed as Exhibit 14 to Amendment No. 21 and is incorporated herein by reference.
14. Margin Account Agreement, dated September 9, 1994, between National Financial Services Corporation ("NFSC") and Golsen Petroleum Corporation is filed as Exhibit No. 15 to Amendment 21 and is incorporated herein by reference. The Margin Account Agreement, dated September 9, 1994, between NFSC and Jack E. Golsen is substantially similar to the foregoing Margin Account Agreement, and a copy of the same will be supplied to the Commission upon request.
15. Security Agreement, dated October 12, 1995, between Jack E. Golsen, Sylvia H. Golsen and Stillwater National Bank and Trust Company is attached hereto as Exhibit 15 to this Amendment No. 23.
16. Margin Account Agreement, dated October 17, 1995, between NFSC and SBL Corporation. The Margin Account Agreement is substantially similar to the Margin Account Agreements referred to in paragraph 14 of this Item 7, and a copy of the same will be supplied to the Commission upon request.
17. Commercial Pledge Agreement, dated October 24, 1995, between CityBank & Trust and Jack E. Golsen is attached hereto as Exhibit 17 to Amendment No. 23.
18. Commercial Pledge Agreement, dated October 24, 1995, between CityBank & Trust and Sylvia H. Golsen is attached hereto as Exhibit 18 to this Amendment No. 23.
19. Agreement of SBL Corporation as to the joint filing of this Schedule 13D is attached hereto as Exhibit 19 to this Amendment No. 23.

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: November 3, 1995.

/s/ Jack E. Golsen

 Jack E. Golsen
 GOLSEN PETROLEUM CORPORATION

By /s/ Jack E. Golsen

 Jack E. Golsen, President

/s/ Barry H. Golsen

 Barry H. Golsen *

/s/ Steven J. Golsen

 Steven J. Golsen *

/s/ Linda Golsen Rappaport

 Linda Golsen Rappaport *

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

/s/ Jack E. Golsen

Jack E. Golsen

/s/ Sylvia H. Golsen

Sylvia H. Golsen

SBL CORPORATION

By /s/ Sylvia H. Golsen

Sylvia H. Golsen, Secretary

Date of Agreement
October 12, 1995

SECURITY AGREEMENT

DEBTOR NAME AND ADDRESS	PLEDGOR NAME AND ADDRESS	LENDER NAME AND ADDRESS
GOLSEN, JACK E. P. O. BOX 705 OKLAHOMA CITY, OK 73101	SYLVIA H. GOLSEN P. O. BOX 705 OKLAHOMA CITY, OK 73101	STILLWATER NATIONAL BANK AND TRUST COMPANY 6305 WATERFORD BLVD., STE 205 OKLAHOMA CITY, OK 73101

I. GRANT OF A SECURITY INTEREST. For value received, the Undersigned whether one or more (hereinafter individually referred to as "Debtor" or "Pledgor" as their capacities are above set forth) hereby grants to Lender named above a security interest in the property described in Paragraph II, which property is hereinafter referred to collectively as "Collateral". This security interest is given to secure all the obligations of the Debtor and of the Pledgor to Lender as more fully set forth in Paragraphs III and IV hereof.

II. COLLATERAL. The Collateral includes: (A) All specifically described Collateral; (B) All proceeds of Collateral; and (C) Other property as indicated below.

(A) SPECIFICALLY DESCRIBED COLLATERAL

THIRTY-TWO (32) STOCK CERTIFICATES EACH HAVING 10,000 SHARES OF LSB INDUSTRIES, INC., INSCRIBED SYLVIA H. GOLSEN, CUSIP 502160 10 4. THE CERTIFICATE NOS. ARE: OKS4029, OKS4030, OKS4031, OKS4032, OKS4033, OKS4034, OKS4035, OKS4036, OKS4037, OKS4038, OKS4039, OKS4040, OKS4041, OKS4042, OKS4043, OKS4044, OKS4045, OKS4046, OKS4047, OKS4048, OKS4049, OKS4050, OKS4051, OKS4052, OKS4053, OKS4054, OKS4055, OKS4056, OKS4058, OKS4059, OKS4060.

(B) ALL PROCEEDS of the specifically described Collateral regardless of kind, character or form (including, but not limited to, renewals, extension,s redeposits, reissues or any other changes in form of the rights represented thereby), together with any stock rights, rights to subscribe, liquidating dividends, dividends paid in stock or other property, new securities, or any other property to which Undersigned may hereafter become entitled to receive by reason of the specifically described Collateral; and in the event Undersigned receives any such property, Undersigned agrees immediately to deliver same to Lender to be held by Lender in the same manner as Collateral specifically described above.

(C) OTHER PROPERTY which shall be deemed Collateral shall include all dividends and interest paid in cash on the Collateral, provided, however, that Lender at its option may permit such dividends and/or interest to be received and retained by Undersigned, but provided further, that Lender may at any time terminate such permission. Collateral shall further include without limitation, all money, funds, or property owned by Undersigned which is now or which hereafter may be possessed or controlled by Lender whether by pledge, deposit or otherwise.

III. OBLIGATIONS SECURED BY THIS AGREEMENT. The security interest herein granted is given to secure all of the obligations of Debtor or Pledgor including: (a) The performance of all of the agreements, covenants and warranties of the Debtor or Pledgor as set forth in any agreement between Debtor or Pledgor and Lender, (b) All liabilities of Debtor or Pledgor to Lender of every kind and description including: (1) all future advances, (2) both direct and indirect liabilities, (3) liabilities due or to become due and whether absolute or contingent, and (4) liabilities now existing or hereafter arising and however evidenced; (c) All extensions and renewals of liabilities of Debtor or Pledgor to Lender for any term or terms to which Undersigned hereby consents; (d) All interest due or to become due on the liabilities of Debtor or Pledgor to Lender; (e) All expenditures by Lender involving the performance of or enforcement of any agreement, covenant or warranty provided for by this or any other agreement between the parties; and (f) All costs, attorney fees, and other expenditures of Lender in the collection and enforcement of any obligation or liability of Debtor or Pledgor to Lender and in the collection and enforcement of or realization upon any of the Collateral.

IV. FUTURE ADVANCES. It is specifically agreed that the obligations of Debtor and Pledgor secured by this Agreement include all future advances by Lender to Debtor as set forth in Paragraph III above.

V. ADDITIONAL PROVISIONS. The Undersigned agrees to the Additional Provisions set forth on page two hereof, the same being incorporated herein by reference.

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RECEIPT FOR COLLATERAL

SIGNATURES

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STILLWATER NATIONAL BANK
AND TRUST COMPANY

Name SYLVIA H. GOLSEN

Name

LENDER NAME
/s/ Charles Smith

SR. V.P. CORPORATION OR PARTNERSHIP NAME

By CHARLES SMITH

Title

By

Title

=====

Form 04 0676 4 Stocks, Bonds and Possessory Collateral
Copyright 11/90 American Bank Systems, Inc.

COMMERCIAL PLEDGE AGREEMENT

Principal	Loan Date	Maturity	Loan No.	Call
\$600,000.00	10-24-1995	02-20-1996	40429	220

Collateral	Account	Officer	Initials
21	32010	REH	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

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Borrower:  JACK E. GOLSEN           Lender:  CITYBANK & TRUST
           SYLVIA H. GOLSEN         City Place
           P.O. Box 705             Park Avenue
           Oklahoma City, OK 73101  and Robinson
                                           P. O. Box 24500
GRANTOR:   JACK E. GOLSEN         Oklahoma City,
           P.O. Box 705             OK 73124-0500
           Oklahoma City, OK 73101
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THIS COMMERCIAL PLEDGE AGREEMENT is entered into among JACK E. GOLSEN and SYLVIA H. GOLSEN (referred to below as "Borrower"); JACK E. GOLSEN (referred to below as "Grantor"); and CITYBANK & TRUST (referred to below as "Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

DEFINITIONS. The following words shall have the following meanings when used in this Agreement:

Agreement. The word "Agreement" means this Commercial Pledge Agreement, as this Commercial Pledge Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Pledge Agreement from time to time.

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation JACK E. GOLSEN and SYLVIA H. GOLSEN.

Collateral. The word "Collateral" means the following specifically described property, which Grantor has delivered or agrees to deliver (or cause to be delivered or appropriate book-entries made) immediately to Lender, together with all income and Proceeds as described below:

1,000.000 shares of LSB INDUSTRIES, INC. Series B 12% Cumulative Convertible Preferred Stock, Certificate OKP 041, issued in the name of Jack E. Golsen

1,000.000 shares of LSB INDUSTRIES, INC. Series B 12% Cumulative Convertible Preferred Stock, Certificate # OKP 042, issued in the name of Jack E. Golsen

1,000.000 shares of LSB INDUSTRIES, INC. Series B 12% Cumulative Convertible Preferred Stock, Certificate OKP 043, issued in the name of Jack E. Golsen

1,000.000 shares of LSB INDUSTRIES, INC. Series B 12% Cumulative Convertible Preferred Stock, Certificate # OKP 044, issued in the name of Jack E. Golsen

In addition, the word "Collateral" includes all property of Grantor, in the possession of Lender (or in the possession of a third party subject to the control of Lender), whether now or hereafter existing and whether tangible or intangible in character, including without limitation each of the following:

- (a) All property to which Lender acquires title or documents of title.
- (b) All property assigned to Lender.
- (c) All promissory notes, bills of exchange, stock certificates, bonds, savings passbooks, time certificates of deposit, insurance policies, and all other instruments and evidences of an obligation.
- (d) All records relating to any of the property described in

this Collateral section, whether in the form of a writing, microfilm, microfiche, or electronic media.

Event of Default. The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default".

Grantor. The word "Grantor" means JACK E. GOLSEN. Any Grantor who signs this Agreement, but does not sign the Note, is signing this Agreement only to grant a security interest in Grantor's interest in the Collateral to Lender and is not personally liable under the Note except as otherwise provided by contract or law (e.g., personal liability under a guaranty or as a surety).

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness.

Income and Proceeds. The words "Income and Proceeds" mean all present and future income, proceeds, earnings, increases, and substitutions from or for the Collateral of every kind and nature, including without limitation all payments, interest, profits, distributions, benefits, rights, options, warrants, dividends, stock dividends, stock splits, stock rights, regulatory dividends, distributions, subscriptions, monies, claims for money due and to become due, proceeds of any insurance on the Collateral, shares of stock of different par value or no par value issued in substitution or exchange for shares included in the Collateral, and all other property Grantor is entitled to receive on account of such Collateral, including accounts, contract rights, documents, instruments, chattel paper, and general intangibles.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note, including all principal and interest, together with all other indebtednesses and costs and expenses for which Borrower or Grantor is responsible under this Agreement or under any of the Related Documents. In addition, the word "Indebtedness" includes all other obligations, debts and liabilities, plus interest thereon, of Borrower, or any one or more of them, to Lender, as well as all claims by Lender against Borrower, or any one or more of them, whether existing now or later; whether they are voluntary or involuntary, due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated; whether Borrower may be liable individually or jointly with others; whether Borrower may be obligated as guarantor, surety, accommodation party or otherwise; whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations; and whether such indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means CITYBANK & TRUST, its successors and assigns.

Note. The word "Note" means the note or credit agreement dated October 24, 1995, in the principal amount of \$600,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the note or credit agreement.

Obligor. The word "Obligor" means and includes without limitation any and all persons or entities obligated to pay money or to perform some other act under the Collateral.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Except as otherwise required under this Agreement or by applicable law, (a) Borrower agrees that Lender need not tell Borrower about any action or inaction Lender takes in connection with this Agreement; (b) Borrower assumes the responsibility for being and keeping informed about the Collateral; and (c) Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Collateral or any delay by Lender in realizing upon the Collateral; and Borrower agrees to remain liable under the note no matter what action Lender takes or fails to take under this Agreement.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Agreement is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full right, power and authority to enter into this

Agreement and to pledge the Collateral to Lender; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower or Borrower's creditworthiness.

GRANTOR'S WAIVERS. Grantor waives all requirements of presentment, protest, demand, and notice of dishonor or non-payment to Grantor, Borrower, or any other party to the Indebtedness or the Collateral. Lender may do any of the following with respect to any obligation of any Borrower, without first obtaining the consent of Grantor: (a) grant any extension of time for any payment, (b) grant any renewal, (c) permit any modification of payment terms or other terms, or (d) exchange or release any Collateral or other security. No such act or failure to act shall affect Lender's rights against Grantor or the Collateral.

If now or hereafter (a) Borrower shall be or become insolvent, and (b) the Indebtedness shall not at all times until paid be fully secured by collateral pledged by Borrower, Grantor hereby forever waives and relinquishes in favor of Lender and Borrower, and their respective successors, any claim or right to payment Grantor may now have or hereafter have or acquire against Borrower, by subrogation or otherwise, so that at no time shall Grantor be or become a "creditor" of Borrower within the meaning of 11 U.S.C. section 547(b), or any successor provision of the Federal bankruptcy laws.

RIGHT OF SETOFF. Grantor hereby grants Lender a contractual possessory security interest in and hereby assigns, conveys, delivers, pledges, and transfers all of grantor's right, title and interest in and to Grantor's accounts with Lender (whether checking, savings, or some other account), including all accounts held jointly with someone else and all accounts Grantor may open in the future, excluding however all IRA, Keogh, and trust accounts. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all Indebtedness against any and all such accounts.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. Grantor represents and warrants to Lender that:

Ownership. Grantor is the lawful owner of the Collateral free and clear of all security interests, liens, encumbrances and claims of others except as disclosed to and accepted by Lender in writing prior to execution of this Agreement.

Right to Pledge. Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral.

Binding Effect. This Agreement is binding upon Grantor, as well as Grantor's heirs, successors, representatives, and assigns, and is legally enforceable in accordance with its terms.

No Further Assignment. Grantor has not, and will not, sell, assign, transfer, encumber or otherwise dispose of any of Grantor's rights in the Collateral except as provided in this Agreement.

No Defaults. There are no defaults existing under the Collateral, and there are no offsets or counterclaims to the same. Grantor will strictly and promptly perform each of the terms, conditions, covenants and agreements contained in the Collateral which are to be performed by Grantor, if any.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party.

LENDER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO COLLATERAL. Lender may hold the Collateral until all the Indebtedness has been paid and satisfied and thereafter may deliver the Collateral to any Grantor. Lender shall have the following rights in addition to all other rights it may have by law:

Maintenance and Protection of Collateral. Lender may, but shall not be obligated to, take such steps as it deems necessary or desirable to protect, maintain, insure, store, or care for the Collateral, including payment of any liens or claims against the Collateral. Lender may charge any cost incurred in so doing to Grantor.

Income and Proceeds from the Collateral. Lender may receive all Income and Proceeds and add it to the Collateral. Grantor agrees to deliver to Lender immediately upon receipt, in the exact form received and without commingling with other property, all Income and Proceeds from the Collateral which may be received by, paid, or delivered to Grantor or for Grantor's account, whether as an addition to, in discharge of, in substitution of, or in exchange for any of the Collateral.

Application of Cash. At Lender's option, Lender may apply any cash, whether included in the Collateral or received as Income and Proceeds or through liquidation, sale, or retirement, of the collateral, to the satisfaction of the Indebtedness or such portion thereof as Lender shall choose, whether or not matured.

Transactions with Others. Lender may (a) extend time for payment or other performance, (b) grant a renewal or change in terms or conditions, or (c) compromise, compound or release any obligation, with any one or more Obligors, endorsers, or Guarantors of the Indebtedness as Lender deems advisable, without obtaining the prior written consent of Grantor, and no such act or failure to act shall affect Lender's rights against Grantor or the Collateral.

All Collateral Secures Indebtedness. All Collateral shall be security for the Indebtedness, whether the Collateral is located at one or more offices or branches of Lender and whether or not the office or branch where the Indebtedness is created is aware of or relies upon the Collateral. In the event Grantor comes into the possession of any Collateral, Grantor will deliver it immediately to Lender.

Collection of Collateral. Lender, at Lender's option may, but need not, collect directly from the Obligors on any of the Collateral all Income and Proceeds or other sums of money and other property, due and to become due under the Collateral, and Grantor authorizes and directs the Obligors, if Lender exercises such option, to pay and deliver to Lender all Income and Proceeds and other sums of money and other property payable by the terms of the Collateral and to accept Lender's receipt for the payments.

Power of Attorney. Grantor irrevocably appoints Lender as Grantor's attorney-in-fact, with full power of substitution, (a) to demand, collect, receive, receipt for, sue and recover all Income and Proceeds and other sums of money and other property which may now or hereafter become due, owing or payable from the Obligors in accordance with the terms of the Collateral; (b) to execute, sign and endorse any and all instruments, receipts, checks, drafts and warrants issued in payment for the Collateral; (c) to settle or compromise any and all claims arising under the Collateral, and in the place and stead of Grantor, execute and deliver Grantor's release and acquittance for Grantor; (d) to file any claim or claims or to take any action or to institute or take part in any proceedings, either in Lender's own name or in the name of Grantor, or otherwise, which in the discretion of Lender may seem to be necessary or advisable; and (e) to execute in Grantor's name and to deliver to the Obligors on Grantor's behalf, at the time and in the manner specified by the Collateral, any necessary instruments or documents.

Perfection of Security Interest. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral. If the Collateral consists of securities for which no certificate has been issued, Grantor agrees, at Lender's option, either to request issuance of an appropriate certificate or to execute appropriate instructions on Lender's forms instructing the Issuer, transfer agent, mutual fund company, or broker, as the case may be, to record on its books or records, by book-entry or otherwise, Lender's security interest in the Collateral. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this Agreement. This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Borrower may not be indebted to Lender.

EXPENDITURES BY LENDER. If not discharged or paid when due, Lender may (but shall not be obligated to) discharge or pay any amounts required to be discharged or paid by Grantor under this Agreement, including without limitation all taxes, liens, security interests, encumbrances, and other claims, at any time levied or placed on the Collateral. Lender also may (but shall not be obligated to) pay all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by the Grantor. All such expenses shall become a part of the Indebtedness and, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of an Event of Default.

LIMITATIONS ON OBLIGATIONS OF LENDER. Lender shall use ordinary reasonable care in the physical preservation and custody of the Collateral in Lender's possession, but shall have no other obligation to protect the Collateral or its value. In particular, but without limitation, Lender shall have no responsibility for (a) any depreciation in value of the Collateral or for the collection or protection of any Income and Proceeds from the Collateral, (b) preservation of rights against parties to the Collateral or against third persons, (c) ascertaining any maturities, calls, conversions, exchanges, offers, tenders, or similar matters relating to any of the Collateral, or (d) informing Grantor about any of the above, whether or not Lender has or is deemed to have knowledge of such matters. Except as provided above, Lender shall have no liability for depreciation or deterioration of the Collateral.

EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Default on Indebtedness. Failure of Borrower to make any payment when due on the Indebtedness.

Other Defaults. Failure of Borrower or Grantor to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or failure of Borrower to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Death or Insolvency. The death of Borrower or Grantor or the dissolution or termination of Borrower or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against the Collateral or any other collateral securing the Indebtedness. This includes a garnishment of any of Borrower or Grantor's deposit accounts with Lender.

Deterioration of Collateral Value. The market value of the Collateral falls below a margin of 50%, and Borrower or Grantor does not, by the close of business on the next business day after Lender has sent written notice to Borrower or Grantor of the deterioration, either (a) reduce the amount of the Indebtedness to the amount required by Lender or (b) increase the cash value of Collateral to the amount required by Lender by lodging with Lender additional collateral security acceptable to Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Declare all Indebtedness, including any prepayment penalty which Borrower would be required to pay, immediately due and payable, without notice of any kind to Borrower or Grantor.

Collect the Collateral. Collect any of the Collateral and, at Lender's option and to the extent permitted by applicable law, retain possession of the Collateral while suing on the indebtedness.

Sell the Collateral. Sell the Collateral, at Lender's discretion, as a unit or in parcels, at one or more public or private sales. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender shall give or mail to Grantor, or any of them, notice at least ten (10) days in advance of the time and place of any public sale, or of the date after which any private sale may be made. Grantor agrees that any requirement of reasonable notice is satisfied if Lender mails notice by ordinary mail addressed to Grantor, or any of them, at the last address Grantor has given Lender in writing. If a public sale is held, there shall be sufficient compliance with all requirements of notice to the public by a

single publication in any newspaper of general circulation in the county where the Collateral is located, setting forth the time and place of sale and a brief description of the property to be sold. Lender may be a purchaser at any public sale.

Register Securities. Register any securities included in the Collateral in Lender's name and exercise any rights normally incident to the ownership of securities.

Sell Securities. Sell any securities included in the Collateral in a manner consistent with applicable federal and state securities laws, notwithstanding any other provision of this or any other agreement. If, because of restrictions under such laws, Lender is or believes it is unable to sell the securities in an open market transaction, Grantor agrees that Lender shall have no obligation to delay sale until the securities can be registered, and may make a private sale to one or more persons or to a restricted group of persons, even though such sale may result in a price that is less favorable than might be obtained in an open market transaction, and such a sale shall be considered commercially reasonable. If any securities held as collateral are "restricted securities" as defined in the Rules of the Securities and Exchange Commission (such as Regulation D or rule 144) or state securities departments under state "Blue Sky" laws, or if Borrower or Grantor is an affiliate of the issuer of the securities, Borrower and Grantor agree that neither Borrower nor any member of Borrower's family and neither Grantor nor any member of Grantor's family will sell or dispose of any securities of such issuer without obtaining Lender's prior written consent.

Foreclosure. Maintain a judicial suit for foreclosure and sale of the Collateral.

Transfer Title. Effect transfer of title upon sale of all or part of the Collateral. For this purpose, Grantor irrevocably appoints Lender as its attorney-in-fact to execute endorsements, assignments and instruments in the name of Grantor and each of them (if more than one) as shall be necessary or reasonable.

Other Rights and Remedies. Have and exercise any or all of the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, at law, in equity, or otherwise.

Application of Proceeds. Apply any cash which is part of the Collateral, or which is received from the collection or sale of the Collateral, to reimbursement of any expenses, including any costs for registration of securities, commissions incurred in connection with a sale, attorney fees as provided below, and court costs, whether or not there is a lawsuit and including any fees on appeal, incurred by Lender in connection with the collection and sale of such Collateral and to the payment of the Indebtedness of Borrower to Lender, with any excess funds to be paid to Grantor as the interests of Grantor may appear. Borrower agrees, to the extent permitted by law, to pay any deficiency after application of the proceeds of the Collateral to the Indebtedness.

Cumulative Remedies. All of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Agreement has been delivered to Lender and accepted by Lender in the State of Oklahoma. If there is a lawsuit, Borrower and Grantor agree upon Lender's request to submit to the jurisdiction of the courts of Oklahoma County, the State of Oklahoma. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

Attorneys' Fees; Expenses. Borrower and Grantor agree to pay upon

demand all of Lender's costs and expenses, including attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may pay someone else to help enforce this Agreement, and Borrower and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower and Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Multiple Parties; Corporate Authority. All obligations of Borrower and Grantor under this Agreement shall be joint and several, and all references to Borrower shall mean each and every Borrower, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Agreement.

Notices. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited with a nationally recognized overnight courier or deposited in the United States mail, first class, postage-prepaid, addressed to the party to whom the notice is to be given at the address shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. To the extent permitted by applicable law, if there is more than one Grantor, notice to any Borrower or Grantor will constitute notice to all Borrowers and Grantors. For notice purposes, Borrower or Grantor agrees to keep Lender informed at all times of Borrower or Grantor's current address(es).

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other person or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

Successor Interests. Subject to the limitations set forth above on transfer of the Collateral, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Waiver. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

BORROWER AND GRANTOR ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS PLEDGE AGREEMENT, AND BORROWER AND GRANTOR AGREE TO ITS TERMS. THIS AGREEMENT IS DATED DECEMBER 5, 1994.

BORROWER:

X /s/ Jack E. Golsen

X /s/ Sylvia H. Golsen

JACK E. GOLSEN, President

SYLVIA H. GOLSEN

GRANTOR:

X /s/ Jack E. Golsen

JACK E. GOLSEN

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COMMERCIAL PLEDGE AGREEMENT

Principal Loan Date Maturity Loan No. Call
\$600,000.00 10-24-1995 02-20-1996 40429 220

Collateral Account Officer Initials
21 32010 REH

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

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Borrower:	JACK E. GOLSEN	Lender:	CITYBANK & TRUST
	SYLVIA H. GOLSEN		City Place
	P.O. Box 705		Park Avenue
	Oklahoma City, OK 73101		and Robinson
			P. O. Box 24500
GRANTOR:	SYLVIA H. GOLSEN		Oklahoma City,
	P.O. Box 705		OK 73124-0500
	Oklahoma City, OK 73101		

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THIS COMMERCIAL PLEDGE AGREEMENT is entered into among JACK E. GOLSEN and SYLVIA H. GOLSEN (referred to below as "Borrower"); SYLVIA H. GOLSEN (referred to below as "Grantor"); and CITYBANK & TRUST (referred to below as "Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

DEFINITIONS. The following words shall have the following meanings when used in this Agreement:

Agreement. The word "Agreement" means this Commercial Pledge Agreement, as this Commercial Pledge Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Pledge Agreement from time to time.

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation JACK E. GOLSEN and SYLVIA H. GOLSEN.

Collateral. The word "Collateral" means the following specifically described property, which Grantor has delivered or agrees to deliver (or cause to be delivered or appropriate book-entries made) immediately to Lender, together with all income and Proceeds as described below:

- 10,000.000 shares of LSB INDUSTRIES, INC., Certificate # OKS 4025, issued in the name of Sylvia H. Golsen
- 10,000.000 shares of LSB INDUSTRIES, INC., Certificate # OKS 4026, issued in the name of Sylvia H. Golsen
- 10,000.000 shares of LSB INDUSTRIES, INC., Certificate # OKS 4027 issued in the name of Sylvia H. Golsen
- 10,000.000 shares of LSB INDUSTRIES, INC., Certificate # OKS 4028 issued in the name of Sylvia H. Golsen
- 10,000.000 shares of LSB INDUSTRIES, INC., Certificate # OKS 4025, issued in the name of Sylvia H. Golsen
- 10,000.000 shares of LSB INDUSTRIES, INC., Certificate # OKS 4061, issued in the name of Sylvia H. Golsen
- 10,000.000 shares of LSB INDUSTRIES, INC., Certificate # OKS 4062, issued in the name of Sylvia H. Golsen
- 10,000.000 shares of LSB INDUSTRIES, INC., Certificate # OKS 4063, issued in the name of Sylvia H. Golsen
- 10,000.000 shares of LSB INDUSTRIES, INC., Certificate # OKS 4064, issued in the name of Sylvia H. Golsen
- 10,000.000 shares of LSB INDUSTRIES, INC., Certificate # OKS 4065, issued in the name of Sylvia H. Golsen
- 10,000.000 shares of LSB INDUSTRIES, INC., Certificate # OKS 4066, issued in the name of Sylvia H. Golsen

10,000.000 shares of LSB INDUSTRIES, INC., Certificate # OKS 4067, issued in the name of Sylvia H. Golsen

10,000.000 shares of LSB INDUSTRIES, INC., Certificate # OKS 4068, issued in the name of Sylvia H. Golsen

10,000.000 shares of LSB INDUSTRIES, INC., Certificate # OKS 4069, issued in the name of Sylvia H. Golsen

10,000.000 shares of LSB INDUSTRIES, INC., Certificate # OKS 4070, issued in the name of Sylvia H. Golsen

In addition, the word "Collateral" includes all property of Grantor, in the possession of Lender (or in the possession of a third party subject to the control of Lender), whether now or hereafter existing and whether tangible or intangible in character, including without limitation each of the following:

(a) All property to which Lender acquires title or documents of title.

(b) All property assigned to Lender.

(c) All promissory notes, bills of exchange, stock certificates, bonds, savings passbooks, time certificates of deposit, insurance policies, and all other instruments and evidences of an obligation.

(d) All records relating to any of the property described in this Collateral section, whether in the form of a writing, microfilm, microfiche, or electronic media.

Event of Default. The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default".

Grantor. The word "Grantor" means SYLVIA H. GOLSEN. Any Grantor who signs this Agreement, but does not sign the Note, is signing this Agreement only to grant a security interest in Grantor's interest in the Collateral to Lender and is not personally liable under the Note except as otherwise provided by contract or law (e.g., personal liability under a guaranty or as a surety).

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness.

Income and Proceeds. The words "Income and Proceeds" mean all present and future income, proceeds, earnings, increases, and substitutions from or for the Collateral of every kind and nature, including without limitation all payments, interest, profits, distributions, benefits, rights, options, warrants, dividends, stock dividends, stock splits, stock rights, regulatory dividends, distributions, subscriptions, monies, claims for money due and to become due, proceeds of any insurance on the Collateral, shares of stock of different par value or no par value issued in substitution or exchange for shares included in the Collateral, and all other property Grantor is entitled to receive on account of such Collateral, including accounts, contract rights, documents, instruments, chattel paper, and general intangibles.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note, including all principal and interest, together with all other indebtednesses and costs and expenses for which Borrower or Grantor is responsible under this Agreement or under any of the Related Documents. In addition, the word "Indebtedness" includes all other obligations, debts and liabilities, plus interest thereon, of Borrower, or any one or more of them, to Lender, as well as all claims by Lender against Borrower, or any one or more of them, whether existing now or later; whether they are voluntary or involuntary, due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated; whether Borrower may be liable individually or jointly with others; whether Borrower may be obligated as guarantor, surety, accommodation party or otherwise; whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations; and whether such indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means CITYBANK & TRUST, its successors and assigns.

Note. The word "Note" means the note or credit agreement dated October 24, 1995, in the principal amount of \$600,000.00 from Borrower to

Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the note or credit agreement.

Obligor. The word "Obligor" means and includes without limitation any and all persons or entities obligated to pay money or to perform some other act under the Collateral.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Except as otherwise required under this Agreement or by applicable law, (a) Borrower agrees that Lender need not tell Borrower about any action or inaction Lender takes in connection with this Agreement; (b) Borrower assumes the responsibility for being and keeping informed about the Collateral; and (c) Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Collateral or any delay by Lender in realizing upon the Collateral; and Borrower agrees to remain liable under the note no matter what action Lender takes or fails to take under this Agreement.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Agreement is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral to Lender; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower or Borrower's creditworthiness.

GRANTOR'S WAIVERS. Grantor waives all requirements of presentment, protest, demand, and notice of dishonor or non-payment to Grantor, Borrower, or any other party to the Indebtedness or the Collateral. Lender may do any of the following with respect to any obligation of any Borrower, without first obtaining the consent of Grantor: (a) grant any extension of time for any payment, (b) grant any renewal, (c) permit any modification of payment terms or other terms, or (d) exchange or release any Collateral or other security. No such act or failure to act shall affect Lender's rights against Grantor or the Collateral.

If now or hereafter (a) Borrower shall be or become insolvent, and (b) the Indebtedness shall not at all times until paid be fully secured by collateral pledged by Borrower, Grantor hereby forever waives and relinquishes in favor of Lender and Borrower, and their respective successors, any claim or right to payment Grantor may now have or hereafter have or acquire against Borrower, by subrogation or otherwise, so that at no time shall Grantor be or become a "creditor" of Borrower within the meaning of 11 U.S.C. section 547(b), or any successor provision of the Federal bankruptcy laws.

RIGHT OF SETOFF. Grantor hereby grants Lender a contractual possessory security interest in and hereby assigns, conveys, delivers, pledges, and transfers all of grantor's right, title and interest in and to Grantor's accounts with Lender (whether checking, savings, or some other account), including all accounts held jointly with someone else and all accounts Grantor may open in the future, excluding however all IRA, Keogh, and trust accounts. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all Indebtedness against any and all such accounts.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. Grantor represents and warrants to Lender that:

Ownership. Grantor is the lawful owner of the Collateral free and clear of all security interests, liens, encumbrances and claims of others except as disclosed to and accepted by Lender in writing prior to execution of this Agreement.

Right to Pledge. Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral.

Binding Effect. This Agreement is binding upon Grantor, as well as Grantor's heirs, successors, representatives, and assigns, and is legally enforceable in accordance with its terms.

No Further Assignment. Grantor has not, and will not, sell, assign, transfer, encumber or otherwise dispose of any of Grantor's rights in the Collateral except as provided in this Agreement.

No Defaults. There are no defaults existing under the Collateral, and there are no offsets or counterclaims to the same. Grantor will strictly and promptly perform each of the terms, conditions, covenants and agreements contained in the Collateral which are to be performed by Grantor, if any.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party.

LENDER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO COLLATERAL. Lender may hold the Collateral until all the Indebtedness has been paid and satisfied and thereafter may deliver the Collateral to any Grantor. Lender shall have the following rights in addition to all other rights it may have by law:

Maintenance and Protection of Collateral. Lender may, but shall not be obligated to, take such steps as it deems necessary or desirable to protect, maintain, insure, store, or care for the Collateral, including payment of any liens or claims against the Collateral. Lender may charge any cost incurred in so doing to Grantor.

Income and Proceeds from the Collateral. Lender may receive all Income and Proceeds and add it to the Collateral. Grantor agrees to deliver to Lender immediately upon receipt, in the exact form received and without commingling with other property, all Income and Proceeds from the Collateral which may be received by, paid, or delivered to Grantor or for Grantor's account, whether as an addition to, in discharge of, in substitution of, or in exchange for any of the Collateral.

Application of Cash. At Lender's option, Lender may apply any cash, whether included in the Collateral or received as Income and Proceeds or through liquidation, sale, or retirement, of the collateral, to the satisfaction of the Indebtedness or such portion thereof as Lender shall choose, whether or not matured.

Transactions with Others. Lender may (a) extend time for payment or other performance, (b) grant a renewal or change in terms or conditions, or (c) compromise, compound or release any obligation, with any one or more Obligors, endorsers, or Guarantors of the Indebtedness as Lender deems advisable, without obtaining the prior written consent of Grantor, and no such act or failure to act shall affect Lender's rights against Grantor or the Collateral.

All Collateral Secures Indebtedness. All Collateral shall be security for the Indebtedness, whether the Collateral is located at one or more offices or branches of Lender and whether or not the office or branch where the Indebtedness is created is aware of or relies upon the Collateral. In the event Grantor comes into the possession of any Collateral, Grantor will deliver it immediately to Lender.

Collection of Collateral. Lender, at Lender's option may, but need not, collect directly from the Obligors on any of the Collateral all Income and Proceeds or other sums of money and other property, due and to become due under the Collateral, and Grantor authorizes and directs the Obligors, if Lender exercises such option, to pay and deliver to Lender all Income and Proceeds and other sums of money and other property payable by the terms of the Collateral and to accept Lender's receipt for the payments.

Power of Attorney. Grantor irrevocably appoints Lender as Grantor's attorney-in-fact, with full power of substitution, (a) to demand, collect, receive, receipt for, sue and recover all Income and Proceeds and other sums of money and other property which may now or hereafter become due, owing or payable from the Obligors in accordance with the terms of the Collateral; (b) to execute, sign and endorse any and all instruments, receipts, checks, drafts and warrants issued in payment for the Collateral; (c) to settle or compromise any and all claims arising under the Collateral, and in the place and stead of Grantor, execute and deliver Grantor's release and acquittance for Grantor; (d) to file any claim or claims or to take any action or to institute or take part in any proceedings, either in Lender's own name or in the name of Grantor, or otherwise, which in the discretion of Lender may seem to be necessary or advisable; and (e) to execute in Grantor's name and to deliver to the Obligors on Grantor's behalf, at the time and in the manner specified by the Collateral, any necessary instruments or documents.

Perfection of Security Interest. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral. If the Collateral consists of securities for which no certificate has been issued, Grantor agrees, at Lender's option, either to request issuance of an appropriate certificate or to

execute appropriate instructions on Lender's forms instructing the Issuer, transfer agent, mutual fund company, or broker, as the case may be, to record on its books or records, by book-entry or otherwise, Lender's security interest in the Collateral. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this Agreement. This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Borrower may not be indebted to Lender.

EXPENDITURES BY LENDER. If not discharged or paid when due, Lender may (but shall not be obligated to) discharge or pay any amounts required to be discharged or paid by Grantor under this Agreement, including without limitation all taxes, liens, security interests, encumbrances, and other claims, at any time levied or placed on the Collateral. Lender also may (but shall not be obligated to) pay all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by the Grantor. All such expenses shall become a part of the Indebtedness and, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of an Event of Default.

LIMITATIONS ON OBLIGATIONS OF LENDER. Lender shall use ordinary reasonable care in the physical preservation and custody of the Collateral in Lender's possession, but shall have no other obligation to protect the Collateral or its value. In particular, but without limitation, Lender shall have no responsibility for (a) any depreciation in value of the Collateral or for the collection or protection of any Income and Proceeds from the Collateral, (b) preservation of rights against parties to the Collateral or against third persons, (c) ascertaining any maturities, calls, conversions, exchanges, offers, tenders, or similar matters relating to any of the Collateral, or (d) informing Grantor about any of the above, whether or not Lender has or is deemed to have knowledge of such matters. Except as provided above, Lender shall have no liability for depreciation or deterioration of the Collateral.

EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Default on Indebtedness. Failure of Borrower to make any payment when due on the Indebtedness.

Other Defaults. Failure of Borrower or Grantor to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or failure of Borrower to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Death or Insolvency. The death of Borrower or Grantor or the dissolution or termination of Borrower or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against the Collateral or any other collateral securing the Indebtedness. This includes a garnishment of any of Borrower or Grantor's deposit accounts with Lender.

Deterioration of Collateral Value. The market value of the Collateral falls below a margin of 50%, and Borrower or Grantor does not, by the close of business on the next business day after Lender has sent written notice to Borrower or Grantor of the deterioration, either (a) reduce the amount of the Indebtedness to the amount required by Lender or (b) increase the cash value of Collateral to the amount required by Lender by lodging with Lender additional collateral security acceptable to Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor

dies or becomes incompetent.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Declare all Indebtedness, including any prepayment penalty which Borrower would be required to pay, immediately due and payable, without notice of any kind to Borrower or Grantor.

Collect the Collateral. Collect any of the Collateral and, at Lender's option and to the extent permitted by applicable law, retain possession of the Collateral while suing on the indebtedness.

Sell the Collateral. Sell the Collateral, at Lender's discretion, as a unit or in parcels, at one or more public or private sales. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender shall give or mail to Grantor, or any of them, notice at least ten (10) days in advance of the time and place of any public sale, or of the date after which any private sale may be made. Grantor agrees that any requirement of reasonable notice is satisfied if Lender mails notice by ordinary mail addressed to Grantor, or any of them, at the last address Grantor has given Lender in writing. If a public sale is held, there shall be sufficient compliance with all requirements of notice to the public by a single publication in any newspaper of general circulation in the county where the Collateral is located, setting forth the time and place of sale and a brief description of the property to be sold. Lender may be a purchaser at any public sale.

Register Securities. Register any securities included in the Collateral in Lender's name and exercise any rights normally incident to the ownership of securities.

Sell Securities. Sell any securities included in the Collateral in a manner consistent with applicable federal and state securities laws, notwithstanding any other provision of this or any other agreement. If, because of restrictions under such laws, Lender is or believes it is unable to sell the securities in an open market transaction, Grantor agrees that Lender shall have no obligation to delay sale until the securities can be registered, and may make a private sale to one or more persons or to a restricted group of persons, even though such sale may result in a price that is less favorable than might be obtained in an open market transaction, and such a sale shall be considered commercially reasonable. If any securities held as collateral are "restricted securities" as defined in the Rules of the Securities and Exchange Commission (such as Regulation D or rule 144) or state securities departments under state "Blue Sky" laws, or if Borrower or Grantor is an affiliate of the issuer of the securities, Borrower and Grantor agree that neither Borrower nor any member of Borrower's family and neither Grantor nor any member of Grantor's family will sell or dispose of any securities of such issuer without obtaining Lender's prior written consent.

Foreclosure. Maintain a judicial suit for foreclosure and sale of the Collateral.

Transfer Title. Effect transfer of title upon sale of all or part of the Collateral. For this purpose, Grantor irrevocably appoints Lender as its attorney-in-fact to execute endorsements, assignments and instruments in the name of Grantor and each of them (if more than one) as shall be necessary or reasonable.

Other Rights and Remedies. Have and exercise any or all of the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, at law, in equity, or otherwise.

Application of Proceeds. Apply any cash which is part of the Collateral, or which is received from the collection or sale of the Collateral, to reimbursement of any expenses, including any costs for registration of securities, commissions incurred in connection with a sale, attorney fees as provided below, and court costs, whether or not there is a lawsuit and including any fees on appeal, incurred by Lender in connection with the collection and sale of such Collateral and to the payment of the Indebtedness of Borrower to Lender, with any excess funds to be paid to Grantor as the interests of Grantor may appear. Borrower agrees, to the extent permitted by law, to pay any deficiency after

application of the proceeds of the Collateral to the Indebtedness.

Cumulative Remedies. All of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Agreement has been delivered to Lender and accepted by Lender in the State of Oklahoma. If there is a lawsuit, Borrower and Grantor agree upon Lender's request to submit to the jurisdiction of the courts of Oklahoma County, the State of Oklahoma. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

Attorneys' Fees; Expenses. Borrower and Grantor agree to pay upon demand all of Lender's costs and expenses, including attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may pay someone else to help enforce this Agreement, and Borrower and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower and Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Multiple Parties; Corporate Authority. All obligations of Borrower and Grantor under this Agreement shall be joint and several, and all references to Borrower shall mean each and every Borrower, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Agreement.

Notices. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited with a nationally recognized overnight courier or deposited in the United States mail, first class, postage-prepaid, addressed to the party to whom the notice is to be given at the address shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. To the extent permitted by applicable law, if there is more than one Grantor, notice to any Borrower or Grantor will constitute notice to all Borrowers and Grantors. For notice purposes, Borrower or Grantor agrees to keep Lender informed at all times of Borrower or Grantor's current address(es).

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other person or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

Successor Interests. Subject to the limitations set forth above on transfer of the Collateral, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Waiver. Lender shall not be deemed to have waived any rights under this

Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

BORROWER AND GRANTOR ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS PLEDGE AGREEMENT, AND BORROWER AND GRANTOR AGREE TO ITS TERMS. THIS AGREEMENT IS DATED OCTOBER 24, 1995.

BORROWER:

X /s/ Jack E. Golsen

X /s/ Sylvia H. Golsen

JACK E. GOLSEN, President

SYLVIA H. GOLSEN

GRANTOR:

X /s/ Sylvia H. Golsen

SYLVIA H. GOLSEN

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AGREEMENT AS TO JOINT FILING OF SCHEDULE 13D

The undersigned hereby agrees to the joint filing with the other reporting persons named therein of Amendment No. 23, dated October 25, 1995, to the Schedule 13D, dated October 7, 1985, as amended (the "Schedule 13D"), on behalf of the undersigned, and to the joint filing of any additional amendments to the Schedule 13D with the other reporting persons named therein.

SBL CORPORATION

By: /s/ Sylvia H. Golsen

Sylvia H. Golsen, Secretary

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