

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. 31)

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)

December 15, 2005  
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of his Schedule 13D, and is filing this schedule because of ' ' 240.13d-1(e), 240.13d-1(f), or 240.13d-1(g) Rule 13d-1(b)(3) or (4), check the following box. [ ]

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. ' 240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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(1) Names of Reporting Persons, I.R.S. Identification No. of above Persons (entities only) Jack E. Golsen

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

(3) #9; 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

Number of Shares Beneficially Owned by Each Reporting Person Power With:	(7) Sole Voting Power	458,762
	(8) Shared Voting Power	3,451,781
	(9) Sole Dispositive	458,762
	(10) Shared Dispositive	3,451,781

(11) Aggregate Amount Beneficially Owned by Each Reporting Person 3,910,543

(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) 25.95%

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

(1) Names of Reporting Persons, I.R.S. Identification No. of above Persons (entities only) Sylvia H. Golsen

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

(3) #9; 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 Power With:	(8) Shared Voting Power	3,451,781
	(9) Sole Dispositive	- -
	(10) Shared Dispositive Power	3,451,781

(11) Aggregate Amount Beneficially Owned by Each Reporting Person 3,451,781

(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) 23.40%

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

(1) Names of Reporting Persons, I.R.S. Identification No. of above Persons (entities only) SBL Corporation

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

(3) #9; SEC Use Only

(4) Source of Funds (See Instructions) AF, BK

(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 Power With:	(8) Shared Voting Power	2,613,034
	(9) Sole Dispositive	- -
	(10) Shared Dispositive Power	2,613,034

(11) Aggregate Amount Beneficially Owned by Each Reporting Person 2,613,034

(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) 17.71%

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

(1) Names of Reporting Persons, I.R.S. Identification No. of above Persons (entities only) Golsen Petroleum Corporation

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

(3) #9; SEC Use Only

(4) Source of Funds (See Instructions) Not applicable

(5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization- Oklahoma

	(7) Sole Voting Power	- -
Number of Shares	(8) Shared Voting Power	396,758

Beneficially Owned by Each Reporting Person Power With:	(9) Sole Dispositive	- -
	(10) Shared Dispositive Power	396,758
(11) Aggregate Amount Beneficially Owned by Each Reporting Person		396,758
(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)		[ ]
(13) Percent of Class Represented by Amount in Row (11)		2.82%
(14) Type of Reporting Person (See Instructions)		CO

(1) Names of Reporting Persons, I.R.S. Identification No. of above Persons (entities only)	Barry H. Golsen
(2) Check the Appropriate Box if a Member of a Group (See Instructions)	(a) [ ] (b) [X]
(3) #9; 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	377,889
Number of Shares Beneficially Owned by Each Reporting Person Power With:	(8) Shared Voting Power	2,791,640
	(9) Sole Dispositive	377,889
	(10) Shared Dispositive Power	2,791,640
(11) Aggregate Amount Beneficially Owned by Each Reporting Person		3,169,529
(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)		21.37%
(14) Type of Reporting Person (See Instructions)		IN

(1) Names of Reporting Persons, I.R.S. Identification No. of above Persons (entities only)	Steven J. Golsen
(2) Check the Appropriate Box if a Member of a Group (See Instructions)	(a) [ ] (b) [X]
(3) #9; 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	295,165
Number of Shares Beneficially Owned by Each Reporting Person Power With:	(8) Shared Voting Power	2,673,688
	(9) Sole Dispositive	295,165
	(10) Shared Dispositive Power	2,673,688
(11) Aggregate Amount Beneficially Owned by Each Reporting Person		2,968,853
(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)		20.05%

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

(1) Names of Reporting Persons, Linda Golsen Rappaport  
I.R.S. Identification  
No. of above Persons (entities only)

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

(3) #9; 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 Power With:	(8) Shared Voting Power	2,730,986
	(9) Sole Dispositive	82,552
	(10) Shared Dispositive Power	2,730,986

(11) Aggregate Amount Beneficially Owned by Each Reporting Person 2,813,538

(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) 19.07%

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

#### Introduction

This Schedule 13D is reporting matters with respect to the group consisting of Jack E. Golsen, Sylvia H. Golsen, SBL Corporation ("SBL"), Golsen Petroleum Corporation ("GPC"), which is a wholly owned subsidiary of SBL, Barry H. Golsen, Steven J. Golsen and Linda Rappaport.

This statement constitutes Amendment No. 31 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 Amendment No. 31 is being filed as a result of (a) the open market purchase by SBL of 215,900 shares of Common Stock on December 15, 2005, and (b) the January 6, 2006, release by Bank of Union of its security interest in 470,600 shares of Common Stock and 16,000 shares of the Company's Series B Preferred Stock, which secured certain loans to SBL, GPC, of Jack E. Golsen.

#### Item 1. Security and Issuer.

Item 1 of this Schedule 13D is unchanged.

#### Item 2. Identity and Background.

Item 2 of this Schedule 13D is unchanged.

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

SBL's purchase of 215,900 shares of common stock on December 15, 2005 was funded by a loan from Jack E. Golsen of \$650,000 and a loan by one of SBL's subsidiaries of \$340,000. Mr. Golsen utilized the proceeds of his line of credit from the Bank of the West to fund Mr. Golsen's loan to SBL, and SBL's subsidiary utilized the proceeds of a separate line of credit from Bank of the West to fund its loan to SBL. Bank of the West's loan to Mr. Golsen is secured by 370,000 shares of common stock owned by the Sylvia H. Golsen Trust of which Sylvia H. Golsen is the trustee.

This item is not applicable to the release by Bank of Union of its security interest in 470,600 shares of Common Stock and 16,000 shares of Series B Preferred.

#### 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 as of the filing date of this Amendment 31 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(10)

Jack E. Golsen	3,910,543(1)(2)(6)(9)	25.95%
Sylvia H. Golsen	3,451,781(1)(6)(7)	23.40%
SBL	2,613,034(1)(9)	17.71%
GPC	396,758(8)(9)	2.82%
Barry H. Golsen	3,169,529(1)(3)(6)	21.37%
Steven J. Golsen	2,968,853(1)(4)(6)	20.05%
Linda Golsen Rappaport	2,813,538(1)(5)(6)	19.07%

(1) The amount shown includes (i) 1,527,099 shares held directly by SBL; (ii) 250,000 shares that SBL has the right to acquire upon the conversion of 1,000,000 shares of the Company's Series D Preferred owned of record by SBL; (iii) 400,000 shares that SBL has the right to acquire upon the conversion of 12,000 shares of the Company's Series B Preferred owned of record by SBL; (iv) 39,177 shares that SBL has the right to acquire upon the conversion of 9,050 shares of the Company's Class C, Series 2 Stock owned of record by SBL; and (v) 396,758 shares beneficially owned by SBL's wholly owned subsidiary, GPC, which includes (1) 133,333 shares that GPC has the right to acquire upon conversion of 4,000 shares of Series B Preferred owned of record by GPC, and (2) 175,325 shares that GPC has the right to acquire upon conversion of 40,500 shares of Class C, Series 2 Preferred 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 (i) 25,000 shares held directly by Jack E. Golsen; (ii) 119,929 shares held indirectly by the Jack E. Golsen 1992 Revocable Trust; (iii) 4,000 shares that Jack E. Golsen has the right to acquire upon conversion of a promissory note, (iv) 133,333 shares 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 the Jack E. Golsen 1992 Revocable Trust; (v) 176,500 shares that Jack E. Golsen may acquire upon the exercise of Company nonqualified stock options; and (vi) 838,747 shares owned by the Sylvia H. Golsen 1992 Revocable Trust of which Sylvia H. Golsen is the trustee.

(3) The amount shown does not include (i) 533 shares that Barry Golsen's wife owns, in which Barry Golsen disclaims beneficial ownership and (ii) 87,040 shares 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 (a) 302,889 shares held directly by Barry H. Golsen; (b) 32,350 shares owned of record by the Amy G. Rappaport Trust No. J-1, of which Barry H. Golsen is a Co-Trustee; (c) 28,304 shares owned of record by the Joshua B. Golsen Trust No. J-1, of which Barry H. Golsen is a Co-Trustee; (d) 33,238 shares owned of record by the Adam Z. Golsen Trust No. J-1, of which Barry H. Golsen is a Co-Trustee; (e) 26,238 shares owned of record by the Stacy L. Rappaport Trust No. J-1, of which Barry H. Golsen is a Co-Trustee; (f) 33,238 shares owned of record by the Michelle L. Golsen Trust No. J-1, of which Barry H. Golsen is a Co-Trustee; (g) 25,238 shares owned of record by the Lori R. Rappaport Trust No. J-1, of which Barry H. Golsen is a Co-Trustee; (h) 8,750 shares which Barry H. Golsen may acquire upon exercise of Company incentive stock options; and (g) 66,250 shares which Barry H. Golsen may acquire upon exercise of nonqualified stock options.

(4) The amount shown does not include 82,040 shares 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 (i) 240,165 shares held directly by Steven J. Golsen; (ii) 32,350 shares owned of record by the Amy G. Rappaport Trust No. J-1, of which Steven J. Golsen is a Co-Trustee; (iii) 28,304 shares owned of record by the Joshua B. Golsen Trust No. J-1, of which Steven J. Golsen is a Co-Trustee; (iv) 8,750 shares which Steven J. Golsen may acquire upon exercise of Company incentive stock options; and (v) 46,250 shares which Steven J. Golsen may acquire upon exercise of nonqualified stock options.

(5) The amount shown does not include 70,200 shares that Mrs. Rappaport's husband owns and 185,000 shares which Mrs. Rappaport's husband may acquire upon exercise of nonqualified stock options of the Company, for which Mrs. Rappaport disclaims beneficial ownership. The amount shown does not include 87,040 shares owned of record by the Linda F. Rappaport 1992 Trust, of which Linda F. Rappaport is the primary beneficiary, but of which Linda F. Rappaport has no voting or dispositive control. Such amount does include (i) 82,552 shares held directly by Linda F. Rappaport; (ii) 33,238 shares owned of record by the Adam Z. Golsen Trust No. J-1, of which Linda F. Rappaport is a Co-Trustee; (iii) 26,238 shares owned of record by the Stacy L. Rappaport Trust No. J-1, of which Linda F. Rappaport is a Co-Trustee; (iv) 33,238 shares owned of record by the Michelle L. Golsen Trust No. J-1 of which Linda F. Rappaport is a Co-Trustee; and (v) 25,238 shares owned of record by the Lori R. Rappaport 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 (i) the shares of Common Stock owned of record by Barry H. Golsen, the shares that Barry H. Golsen has the right to acquire under the Company's incentive stock options, and the shares considered beneficially owned by Barry H. Golsen as a result of his position as trustee of certain trusts; (ii) the shares owned of record by Steven J. Golsen, the shares that Steven J. Golsen has the right to acquire under the Company's incentive stock options, and the shares considered beneficially owned by Steven J. Golsen as a result of his position as trustee of certain trusts; and (iii) the shares owned of record by Linda Golsen Rappaport, and the shares 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 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 the shares listed in footnote (2) above as beneficially owned by Jack E. Golsen (other than the 838,747 shares held by the Sylvia H. Golsen 1992 Revocable Trust of which Sylvia H. Golsen is trustee).

(8) The amount shown includes (i) 88,100 shares held directly by GPC, (ii) 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 (iii) 175,325 shares that GPC has the right to acquire upon conversion of 40,500 shares of Class C, Series 2 Preferred 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) Holders of the Series B Preferred are entitled to one vote per share, and holders of the Series D Preferred are entitled to .875 votes per share. Both vote together with holders of Common Stock. The holders of the Class C, Series 2 Preferred have no voting rights, except as required by law and except that such holders have the right to vote as a separate class to elect two directors, if the equivalent of six full quarterly dividends on the Class C, Series 2 Preferred are accrued and unpaid. This Class C, Series 2 Preferred voting right continues until all dividends due on such shares are paid in full. The amounts and percentages set forth in the table reflect only the voting power of Common Stock into which the Series B Preferred, the Class C, Series 2 Preferred, and the Series D Preferred are convertible.

(10) The percentage ownership of each reporting person is based on 13,755,658 shares of Common Stock outstanding, as reported in the Company's Form 10-Q for the quarter ended September 30, 2005. Shares of Common Stock of the Company not outstanding, but which may be acquired by a reporting person during the next 60 days under options, warrants, rights or conversion privileges, are considered to be outstanding only for the purpose of computing the percentage of the class for such reporting person, but are not deemed to be outstanding for the purpose of computing the percentage of the class by any other person.

(b) The following table sets forth, as of the filing date of this Amendment 31 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:

&#	Sole Voting and Power of <u>Disposition</u>	Shared Voting and Power of <u>Disposition</u>
<u>Person or Entity</u>		
Jack E. Golsen	458,762(1)(5)(12)	3,451,781(2)(3)(5)
Sylvia H. Golsen	None	3,451,781(2)(3)(11)
SBL	None	2,613,034(2)(12)
GPC	None	396,758(4)(12)
Barry H. Golsen	377,889(6)	2,791,640(2)(7)
Steven J. Golsen	295,165(8) 9;	2,673,688(2)(9)
Linda Golsen Rappaport	82,552	2,730,986(2)(10)

(1) The amount shown includes (a) 25,000 shares held directly by Jack E. Golsen; (b) 119,929 shares held indirectly by the Jack E. Golsen 1992 Revocable Trust; (c) 4,000 shares that Jack E. Golsen has the right to acquire upon conversion of a promissory note; (d) 133,333 shares 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; and (e) 176,500 shares that Jack E. Golsen may acquire upon the exercise of nonqualified stock options.

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

(3) The amount shown includes 838,747 shares of Common Stock owned by the Sylvia H. Golsen 1992 Revocable Trust of which Sylvia H. Golsen is trustee.

(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 (a) 302,889 shares held directly by Barry H. Golsen; (b) 8,750 shares which Barry H. Golsen may acquire upon exercise of incentive stock options of the Company; and (c) 66,250 shares which Barry H. Golsen may acquire upon exercise of nonqualified stock options of the Company.

(7) The amount shown does not include 87,040 shares owned of record by the Barry H. Golsen 1992 Trust, of which Barry H. Golsen has no voting or dispositive power and 533 shares that Barry Golsen's wife owns in which Barry Golsen disclaims beneficial ownership. Such amount does include (a) 32,350 shares owned of record by the Amy G. Rappaport Trust No. J-1, of which Barry H. Golsen is a Co-Trustee; (b) 28,304 shares owned of record by the Joshua B. Golsen Trust No. J-1, of which Barry H. Golsen is a Co-Trustee; (c) 33,238 shares owned of record by the Adam Z. Golsen Trust No. J-1, of which Barry H. Golsen is a Co-Trustee; (d) 26,238 shares owned of record by the Stacy L. Rappaport Trust No. J-1, of which Barry H. Golsen is a Co-Trustee; (e) 33,238 shares owned of record by the Michelle L. Golsen Trust No. J-1, of which Barry H. Golsen is a Co-Trustee; and (f) 25,238 shares owned of record by the Lori R. Rappaport Trust No. J-1, of which Barry H. Golsen is a Co-Trustee.

(8) The amount shown includes (a) 240,165 shares held directly by Steven J. Golsen; (b) 8,750 shares which Steven J. Golsen may acquire upon exercise of incentive stock options; and (c) 46,250 shares which Steven J. Golsen may acquire upon exercise of nonqualified stock options of the Company.

(9) The amount shown does not include 82,040 shares owned of record by the Steven J. Golsen 1992 Trust, of which Steven J. Golsen has no voting or dispositive power. Such amount includes (a) 32,350 shares owned of record by the Amy G. Rappaport Trust No. J-1, of which Steven J. Golsen is a Co-Trustee; and (b) 28,304 shares owned of record by the Joshua B. Golsen Trust No. J-1, of which Steven J. Golsen is a Co-Trustee.

(10) The amount shown does not include 70,200 shares that Mrs. Rappaport's husband owns and 185,000 shares which Mrs. Rappaport's husband may acquire upon exercise of nonqualified stock options of the Company, for which Mrs. Rappaport disclaims beneficial ownership. The amount shown does not include 87,040 shares owned of record by the Linda F. Rappaport 1992 Trust, of which Linda F. Rappaport is the primary beneficiary, but of which Linda F. Rappaport has no voting or dispositive control. Such amount does include (i) 33,238 shares owned of record by the Adam Z. Golsen Trust No. J-1, of which Linda F. Rappaport is a Co-Trustee; (ii) 26,238 shares owned of record by the Stacy L. Rappaport Trust No. J-1, of which Linda F. Rappaport is a Co-Trustee; (iii) 33,238 shares owned of record by the Michelle L. Golsen Trust No. J-1, of which Linda F. Rappaport is a Co-Trustee; and (iv) 25,238 shares owned of record by the Lori R. Rappaport Trust No. J-1, of which Linda F. Rappaport is a Co-Trustee.

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

(12) See footnote (9) under paragraph (a) of this Item 5.

SBL is wholly owned by Sylvia H. Golsen (40% owner), Barry H. Golsen (20% owner), Steven J. Golsen (20% owner) and Linda Golsen Rappaport (20% owner). GPC is a wholly owned subsidiary of SBL. The directors and executive officers of SBL and 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, husband and wife.

(c) During the past 60 days from the filing date of this report, the following reporting persons effected open market transactions in the Common Stock, as follows:

- i. On November 29, 2005, Barry H. Golsen purchased 1,000 shares at \$5.02 per share;
- ii. On November 29, 2005, Steven J. Golsen purchased 700 shares at \$5.01 per share and 300 shares at \$5.02 per share;
- iii. On December 15, 2005, SBL purchased 100 shares at \$5.05 per share, 300 shares at \$5.06 per share, and 4,600 shares at \$5.10 per share; and
- iv. On December 15, 2005, SBL purchased 15,900 shares at \$4.85 per share and 200,000 shares at \$5.12 per share.

(d) See Item 6 below.

(e) Not applicable.

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

Item 6 of the Schedule 13D is unchanged, except the Sylvia H. Golsen Trust, of which Sylvia H. Golsen is trustee, pledged 370,000 shares of Common Stock pursuant to a Security Agreement, dated December 19, 2005 (the "Security Agreement") to secure a promissory note, dated December 5, 2000, from Jack E. Golsen to Bank of the West, which promissory note was amended December 19, 2005, to extend the maturity date to 2012, and to increase the principal amount to \$650,000. The Security Agreement replaces a prior Security Agreement, dated December 5, 2000, pursuant to which Sylvia H. Golsen pledged 370,000 shares to secure such promissory note. In addition to standard default and similar provisions contained in the Security Agreement, Bank of the West retains the right to all dividends paid in connection with the collateral.

Each 10b5-1 Plan, dated December 1, 2004, listed as Exhibit 99.18 of Amendment No. 30 to this Schedule 13D, expired pursuant to the terms of the plan on December 2, 2005.

Effective January 6, 2006, the Bank of Union released its security interest in 470,600 shares of Common Stock and 16,000 shares of the Company's Series B Preferred Stock owned by SBL, GPC, or the Sylvia H. Golsen Trust, which secured certain loans to SBL, GPC, or Jack E. Golsen.

#### Item 7. Materials to be Filed as Exhibits.

24.1 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.

99.1 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.

99.2 Convertible Note between the Company and Jack E. Golsen filed as Exhibit (a) to the original Schedule 13D and is incorporated herein by reference.

99.3 Issuer's Proxy Statement dated July 14, 1986 setting forth the terms of the Company's Series B 12% Cumulative Convertible Preferred Stock is filed as Exhibit 1 to Amendment No. 1 to the Schedule 13D and is incorporated herein by reference.

99.4 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.

99.5 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.

99.6 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.

99.7 Agreement of SBL Corporation as to the joint filing of this Schedule 13D is filed as Exhibit 19 to Amendment No. 23, and is incorporated herein by reference.

99.8 Shareholder's Agreement, effective December 1, 1995, between Sylvia Golsen and SBL Corporation is filed as Exhibit 22 to Amendment No. 24 and is incorporated herein by reference.

99.9 Shareholder's Agreement, effective December 1, 1995, among Jack E. Golsen, Sylvia Golsen and SBL Corporation is filed as Exhibit 23 to Amendment No. 24 and is incorporated herein by reference.

99.10 Shareholder's Agreement, effective December 1, 1995, among Barry H. Golsen, Sylvia Golsen and SBL Corporation. The Shareholder's Agreement is substantially similar to the Shareholder's Agreement filed as Exhibit 23 to Amendment No. 24, and a copy of the same will be supplied to the Commission upon request.

99.11 Shareholder's Agreement, effective December 1, 1995, among Steven J. Golsen, Sylvia Golsen and SBL Corporation. The Shareholder's Agreement is substantially similar to the Shareholder's Agreement filed as Exhibit 23 to Amendment No. 24, and a copy of the same will be supplied to the Commission upon request.

99.12 Shareholder's Agreement, effective December 1, 1995, among Linda F. Rappaport, Sylvia Golsen and SBL Corporation. The Shareholder's Agreement is substantially similar to the Shareholder's Agreement filed as Exhibit 23 to Amendment No. 24, and a copy of the same will be supplied to the Commission upon request.

99.13 Security Agreement, dated December 12, 2003, executed by SBL Corporation in favor of Bank of the West, is attached as EXHIBIT 99.18 to Amendment No. 28 and is incorporated herein by reference.

99.14 Security Agreement, dated December 12, 2003, executed by Linda F. Rappaport in favor of Bank of the West, is attached as Exhibit 99.19 to Amendment No. 28 and is incorporated herein by reference.

99.15 Security Agreement, dated March 14, 2002, between the Bank of Union (the "Bank"), Golsen Petroleum Corporation, SBL corporation, Jack E. Golsen, Jack E. Golsen Trust, Sylvia H. Golsen, and Sylvia H. Golsen Trust (the "Pledgors"), is listed as Exhibit 99.17 of Amendment No. 29 to this Schedule 13D and is incorporated herein by reference.

99.16 Security Agreement, dated December 19, 2005, executed by the Sylvia H. Golsen Trust in favor of Bank of the West.

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: January 10, 2006.

/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/ Sylvia H. Golsen  
Sylvia H. Golsen

SBL CORPORATION

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

<b>SECURITY AGREEMENT Stocks, Bonds and Possessory Collateral</b>		<b>DATE OF AGREEMENT</b> 12/05/2000
<b>DEBTOR NAME AND ADDRESS</b>	<b>PLEDGOR NAME AND ADDRESS</b>	<b>LENDER NAME AND ADDRESS</b>
Golsen, Jack E. 16 South Pennsylvania Oklahoma City, OK 73103	Sylvia H. Golsen	Bank Of The West Clinton Branch P.O. Box 1207 Clinton, OK 73601

I. GRANT OF 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)	<b>SPECIFICALLY DESCRIBED COLLATERAL</b>
	370000 share(s) of L.S.B. Industries common/preferred stock evidenced by certificate number SEE ATTACHED EXHIBIT.
(B)	ALL PROCEEDS of the specifically described Collateral regardless of kind, character or form (including, but not limited to, renewals, extensions, redeposits, reissues or any other changes in form of the rights represented thereby), together with any stock rights, rights to subscribe, liquidating dividends, stock 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.
(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 to Lender 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.

RECEIPT FOR COLLATERAL	SIGNATURE(S)
By: /s/ Charlie Smith Charlie Smith, Loan Originator	By: /s/ Sylvia H. Golsen By: Sylvia H. Golsen, Trustee

#### ADDITIONAL PROVISIONS

UNDERSIGNED EXPRESSLY WARRANTS, COVENANTS AND AGREES:

DEBTOR NAME AND ADDRESS	
<p>1. <u>Financial Information</u>. All loan applications, balance sheets, earnings statements, other financial information and other representations which have been or may hereafter be, furnished Lender to induce it to enter into or continue a financial transaction with Borrower fairly represent the financial condition of Borrower</p>	<ul style="list-style-type: none"> <li>5. <u>Control</u>. Debtor will cooperate with Lender in obtaining control with respect to Collateral consisting of: deposit accounts; investment property; letter-of-credit rights; electronic chattel paper.</li> <li>6. <u>Possession</u>. Debtor shall have possession of the Collateral, except where expressly otherwise provided in this Agreement or where Lender chooses to perfect its security interest by possession in addition to the filing of a financing statement. Where Collateral is</li> </ul>



as of the date and for the period shown therein, and all other information, reports, documents, papers and data furnished to Lender are or shall be, at the time furnished, accurate and correct in all material respects and complete insofar as completeness may be necessary to give Lender a true and accurate knowledge of the subject matter. There has been no material change in the financial condition of Borrower since the effective date of the last furnished financial information which has not been reported to Lender in writing. (The provisions of this paragraph do not apply to Debtors who are different parties from Borrower.)

**2. Furnishing of Information on Collateral.**

Undersigned will furnish Lender information adequate to identify with accuracy all Collateral in a form and substance and at times as may be requested by Lender. Undersigned will also upon request deliver to Lender true copies of purchase orders, shipping and delivery receipts and invoices evidencing and describing the Collateral. Debtor will execute such documents as Lender may from time to time require to enable Lender to perfect the security interest granted hereby and to receive proceeds of and distributions from or interests in the Collateral.

**3. Adequacy of Collateral.** After written notice of such fact and within the time specified in such notice, Debtor agrees to deliver to Lender additional collateral satisfactory to Lender, if Lender in its sole discretion determines that the Collateral is inadequate to secure the obligations of Borrower to Lender covered by this Agreement or the Lender deems itself otherwise insecure.

**4. Debtor's Name and Location.** Debtor's exact legal name is as set forth on the reverse side of this Agreement. If Debtor is an individual, Debtor's principal residence is at Debtor's address as set forth herein. If Debtor is an entity other than an individual, Debtor's location (i.e., place of business, chief executive office or state of organization, as the case may be) is in the state reflected for Debtor's address or as otherwise set forth on the reverse side of this Agreement. Until the Indebtedness is paid in full, Debtor agrees that it will not change its location (for example, its state of incorporation, or its legal name without providing Lender 30 days prior written notice.

in the possession of a third party, Debtor will join with Lender in notifying the third party of Lender's security interest and obtaining an acknowledgement from the third party that it is holding the Collateral for the benefit of Lender.

7. Taxes. Undersigned shall promptly pay any and all taxes, assessments and license fees with respect to the Collateral or the use of the Collateral.

8. Sale, Lease or Disposition of Collateral Prohibited. Undersigned shall not sell, transfer, exchange, lease or otherwise dispose of the Collateral or any part thereof or the Undersigned's rights therein without first obtaining the prior written consent of Lender. The consent of Lender may be conditioned upon any requirements which lender deems to be for its protection; and, it is understood and agreed that such consent will not be deemed to be effective unless and until such requirements and conditions have been fulfilled.

9. Financing Statement. No Financing Statement covering Collateral is on file in any public office. Undersigned agrees to join with Lender in executing one or more Financing Statements, or other instrument of encumbrance, in form satisfactory to Lender, in order to perfect, or to continue perfection of, the security interest of Lender which may arise hereunder.

10. Adequate Insurance. Undersigned at own expense, if required by Lender, shall insure Collateral with companies acceptable to Lender against such casualties and in such amounts as prudent and adequate to protect Lender or as Lender shall require. All insurance policies shall be written for benefit of Undersigned and Lender as their interests appear and such policies or certified copies thereof evidencing same shall be furnished to Lender within ten days of date of this agreement. All policies of insurance shall provide for at least ten days prior written notice of cancellation to Lender. Lender may act as attorney for Undersigned in the procuring of insurance, in making, adjusting, and settling claims under or cancelling such insurance and in endorsing Undersigned's name on any drafts or checks drawn by insurers of Collateral.

**EVENTS OF DEFAULT**

Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions, herein called "Events of Default":

- 5. Loss, theft, substantial damage to or destruction of Collateral.
- 6. The making of any levy against or seizure, garnishment or attachment of any Collateral, the

1. Any warranty, covenant, agreement, representation, financial information or statement made or furnished to Lender by or in behalf of Borrower or Debtor to induce Lender to enter into this Agreement, or in conjunction therewith, is violated or proves to have been false in any material respect when made or furnished.
2. Any payment required hereunder or under any note or obligation of Borrower or Debtor to this Lender or to others is not made when due or in accordance with terms of the applicable contract.
3. Borrower or Debtor defaults in the performance of any covenant, obligation, warranty or provision contained in any Loan Agreement or in any other note or obligation of Borrower or Debtor to Lender or to others.
4. The occurrence of any event or condition which results in acceleration of the maturity of any obligation of Borrower or Debtor to Lender to others under any note, indenture, agreement or undertaking.

consensual encumbrance thereof, or the sale, lease or other disposition of Collateral without the prior written consent of Lender as required elsewhere in this Agreement.

7. When the judgment of Lender the Collateral becomes unsatisfactory or insufficient in character or value, and upon request Borrower fails to provide additional Collateral as required by Lender.

8. Any time Lender in its sole discretion believes the prospect of payment or performance of any liability, covenant, warranty or obligation of Borrower or Debtor is impaired.

9. The death, dissolution, termination of existence or insolvency of Borrower or Debtor, the appointment of a receiver over any part of Borrower's or Debtor's property or any part of the Collateral, as assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency law by or against Borrower or Debtor or any guarantor or surety for Borrower or Debtor.

#### REMEDIES

Upon the occurrence of an Event of Default, and at any time thereafter, Lender may at its option and without notice or demand to Borrower or Debtor except as otherwise provided by law, exercise any and all rights and remedies provided by the U.C.C., as well as all other rights and remedies possesses by Lender, including, but not limited to:

1. Declare all liabilities secured hereby immediately due and payable, and/or proceed to enforce payment and performance of all liabilities secured hereby.
2. Require Debtor to assemble Collateral or evidence thereof and make it available to Lender at any place designated by Lender which is reasonably convenient to both parties.
3. Repossess the Collateral, and for the purpose Lender is hereby granted authority to enter into and upon any premises on which Collateral or any part may be situated, and remove it as a part of such repossession.
4. Possess all books and records evidencing or pertaining to the Collateral, and for this purpose Lender is hereby given authority to enter into and upon any premises at which such books and records or any part of them may be situated, and to remove them.
5. Apply that portion of the Collateral consisting of cash or cash equivalent items such as checks, drafts or deposited funds against any liabilities of Borrower selected by Lender, and for this purpose Debtor agrees that cash or equivalents will be considered identical to cash proceeds. Lender shall have the right immediately and without further action by it to set all against the liabilities secured hereby all money owed by Lender to Borrower, whether

Borrower to Lender or apply it on or against any such liability. Lender may also demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, release or realize upon Collateral in its own name or in the name of the Debtor as Lender may determine.

7. Sell or otherwise dispose of the Collateral. Unless Collateral in whole or part is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Borrower and Debtor reasonable notice, as required by law, of the time and place of any public sale, or of the time after which any private sale or other disposition is to be made. Any requirement of notice shall be met if notice is mailed, postage prepaid, to the address provided for herein at least ten days before sale or other disposition or action. Lender shall be entitled to, and Undersigned shall be liable for, all reasonable costs and expenditures incurred in realizing on its security interest, including without limitation, court costs, fees for replevin bonds, storage, repossession costs, repair and preparation costs for sale, selling costs and reasonable attorneys' fees as set forth in any promissory note. All such costs shall be secured by the Security interest in the Collateral covered herein.

8. Lender shall not be liable for failure to collect any account, enforce any contract right, or for any other act or omission on the part of Lender, its officers, agents or employees, except as the same constitutes a lack of good faith or failure to act in a commercially reasonable manner. Lender shall have acted in a commercially reasonable manner if its action or non-action is consistent with the general usage of lenders in the area of Lender's location at the time the action or non-action occurs, but this standard shall not constitute disapproval of any procedures which may be otherwise reasonable under the circumstances nor require Lender to take necessary steps to preserve rights against prior parties in an instrument or chattel paper.

due or not due, and Lender shall be deemed to have exercised such right to set off and to have made a charge against such money at the time of any acceleration upon default even though such charges made are entered on the Lender's books subsequent thereto.

6. Transfer any of the Collateral or evidence thereof into its own name or that of a nominee and receive the proceeds therefrom and hold the same as security for the liabilities of

#### GENERAL

1. Expenditures of Lender. At its option and after any written notice to Undersigned required by law, which Undersigned hereby agrees is sufficient if mailed, postage prepaid, to the address of Undersigned provided for herein at least ten days before the commencement of the performance of the duties specified therein, it is agreed Lender may discharge taxes, liens, security interests or other encumbrances on the Collateral and may pay for the repair of any damage to the Collateral, for the maintenance and preservation thereof and for insurance thereon. Undersigned shall be liable for and agrees to pay Lender for all expenditures of Lender for taxes on Collateral, for the discharge of liens, security interests or other encumbrances on the Collateral, for the repair of any damage to Collateral, and for all costs, attorneys' fees and other disbursements of Lender in connection with the foregoing. Undersigned agrees prom ptly to reimburse Lender for all such expenditures and until such reimbursement the amounts of such expenditures shall be considered a liability of Undersigned to Lender which is secured by this Agreement. In addition, Undersigned shall be liable for and agrees to pay Lender for all costs, attorneys' fees and other disbursements of Lender as allowed by law or provided for herein in the enforcement or collection of any note, warranty or liability of Undersigned to Lender, or in the realization upon or the enforcement or collection of any account receivable, contract right, promissory note, chattel paper, instrument, document or other Collateral in which Lender has a security interest. Undersigned agrees to reimburse Lender for all such expenditures, and until such reimbursement the amount of such expenditures shall be considered a liability of Undersigned to Lender which is secured by this Agreement.

2. Right of Offset. Any property, tangible or intangible of Undersigned in possession of Lender at any time during the term hereof, or any indebtedness due from Lender to Undersigned and any deposit or credit balances due from Lender to Undersigned, or any of the foregoing of any party hereto, is pledged to secure payments hereof and may at any time while the whole or any part of Undersigned's indebtedness to Lender remains unpaid, whether before or after maturity thereof, be appropriated, held or applied toward the payment of any obligation of Undersigned to Lender.

3. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma, except to the extent that the UCC provides for application of the law where the Debtor or the collateral is located (if other than Oklahoma) as the case may be.

4. Waivers. No act, delay or omission, including Lender's waiver of remedy because of any default hereunder, shall constitute a waiver of any of the Lender's rights and remedies under this agreement between the parties. All rights and remedies of Lender are cumulative and may be exercised singularly or concurrently, and the exercise of any one or more remedy will not be a waiver of any other. No waiver, change, modification or discharge of any of Lender's rights or of Undersigned's duties as so specified or allowed will be effective unless in writing and signed by a duly authorized officer of Lender, and any such waiver will not be a bar to the exercise of any right or remedy on any subsequent default, Undersigned hereby waives: (a) all demands and notices of any action taken by Lender under this Agreement or any other agreement between the parties or in connection with any notes; (b) any indulgence Agreement or any other of Lender; and (c) any substitution for, exchange of, or release of all or any part of the Collateral or of other collateral securing obligations of Borrower to Lender. Undersigned also consents to the addition or release of person liable on any obligation of Borrower to Lender.

5. Agreement Binding on Assigns. This Agreement shall insure to the benefit of the successors and assigns of Lender and shall be binding upon the heirs, executors, administrators, successors and assigns of Undersigned.

6. Rights of Lender Assignable. Lender at any time and at its option may pledge, transfer or assign its rights under this Agreement in whole or in part, and any pledge, transferee or assignee shall have all the rights of Lender as to the rights or parts thereof so pledged, transferred or assigned. The rights of the Undersigned hereunder may not be assigned.

7. Joint and Several Responsibility of Debtor. If more than one Undersigned executes this Agreement, their responsibility hereunder shall be joint and several and the reference to Undersigned herein shall be deemed to refer to each Undersigned signing this Agreement.

8. Severability of Provisions. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

9. Copies. A carbon, photographic, or other reproduction of this Security Agreement or of any financing statement prepared or filed with respect hereto is sufficient as a financing statement.

10. Notice of Name Change, etc. Undersigned will immediately notify Lender of any change in his, her, or their name, identity, or organizational or corporate structure.

**EXHIBIT "A"**

SYLVIA H. GOLSEN TRUST						
COLLATERAL AT THE BANK OF THE WEST						
Tax ID			Certificate		Certificate	
Number		Owner	Number		Date	# of Shares
###-##-####		Sylvia H. Golsen Trustee,	OKS12107		01/10/2005	10,000
		Sylvia H. Golsen Trust	OKS12108		01/10/2005	10,000
		DTD 01-08-93	OKS12109		01/10/2005	10,000
			OKS12110		01/10/2005	10,000
			OKS12111		01/10/2005	10,000
			OKS12112		01/10/2005	10,000
			OKS12113		01/10/2005	10,000
			OKS12114		01/10/2005	10,000
			OKS12115		01/10/2005	10,000
			OKS12116		01/10/2005	10,000
			OKS12118		01/10/2005	10,000
			OKS12119		01/10/2005	10,000
			OKS12120		01/10/2005	10,000
			OKS12121		01/10/2005	10,000
			OKS12122		01/10/2005	10,000
			OKS12123		01/10/2005	10,000
			OKS12124		01/10/2005	10,000
			OKS12125		01/10/2005	10,000
			OKS12126		01/10/2005	10,000
			OKS12127		01/10/2005	10,000
			OKS12128		01/10/2005	10,000
			OKS12129		01/10/2005	10,000
			OKS12130		01/10/2005	10,000
			OKS12131		01/10/2005	10,000
			OKS12132		01/10/2005	10,000
			OKS12133		01/10/2005	10,000
			OKS12134		01/10/2005	10,000

			OKS12135		01/10/2005		10,000
			OKS12136		01/10/2005		10,000
			OKS12137		01/10/2005		10,000
			OKS12138		01/10/2005		10,000
			OKS12139		01/10/2005		10,000
			OKS12140		01/10/2005		10,000
			OKS12141		01/10/2005		10,000
			OKS12142		01/10/2005		10,000
			OKS12143		01/10/2005		10,000
			OKS12144		01/10/2005		10,000
							-
		Total Number of Shares					<b>370,000</b>