

CUSIP No.

5021600-10-4

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 37)

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)

March 14, 2008
(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. o

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).

1	NAMES OF REPORTING PERSONS: Jack E. Golsen I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY):	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="radio"/> (b) <input checked="" type="radio"/>	
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): <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 467,726
	8	SHARED VOTING POWER: 3,379,997
	9	SOLE DISPOSITIVE POWER: 467,726
	10	SHARED DISPOSITIVE POWER: 3,379,997
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 3,847,723	
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): 17.41%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): IN	

1	NAMES OF REPORTING PERSONS: Sylvia H. Golsen I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY):	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="radio"/> (b) <input checked="" type="radio"/>	
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): <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: -
	8	SHARED VOTING POWER: 2,264,509
	9	SOLE DISPOSITIVE POWER: -
	10	SHARED DISPOSITIVE POWER: 2,264,509
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 2,264,509	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input checked="" type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 9.51%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): IN	

1	NAMES OF REPORTING PERSONS: SBL, L.L.C. I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY):	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="radio"/> (b) <input checked="" type="radio"/>	
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): <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: Oklahoma	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: -
	8	SHARED VOTING POWER: 2,579,387
	9	SOLE DISPOSITIVE POWER: -
	10	SHARED DISPOSITIVE POWER: 2,579,387
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 2,579,387	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input checked="" type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 11.74%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): OO	

1	NAMES OF REPORTING PERSONS: Golsen Petroleum Corporation I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY):	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="radio"/> (b) <input checked="" type="radio"/>	
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): <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: Oklahoma	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: -
	8	SHARED VOTING POWER: 417,288
	9	SOLE DISPOSITIVE POWER: -
	10	SHARED DISPOSITIVE POWER: 417,288
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 417,288	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 1.96%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): CO	

1	NAMES OF REPORTING PERSONS: Barry H. Golsen I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY):	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="radio"/> (b) <input checked="" type="radio"/>	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): PF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 307,889
	8	SHARED VOTING POWER: 2,601,148
	9	SOLE DISPOSITIVE POWER: 307,889
	10	SHARED DISPOSITIVE POWER: 2,601,148
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 2,909,037	
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): 13.23%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): IN	

1	NAMES OF REPORTING PERSONS: Steven J. Golsen I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY):	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="radio"/> (b) <input checked="" type="radio"/>	
3	SEC USE ONLY:	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS): PF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 275,165
	8	SHARED VOTING POWER: 494,609
	9	SOLE DISPOSITIVE POWER: 275,165
	10	SHARED DISPOSITIVE POWER: 494,669
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 769,774	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 3.61%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): IN	

1	NAMES OF REPORTING PERSONS: Golsen Family, L.L.C. I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): 20-8234753	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input type="radio"/> (b) <input checked="" type="radio"/>	
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): <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION: Oklahoma	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 0
	8	SHARED VOTING POWER: 2,064,509
	9	SOLE DISPOSITIVE POWER: 0
	10	SHARED DISPOSITIVE POWER: 2,064,509
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 2,064,509	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 9.34%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): 00	

Introduction

This statement constitutes Amendment No. 37 to the Schedule 13D dated October 7, 1985, as amended (the "Schedule 13D"), relating to the common stock, par value \$.10 a share ("Common Stock") of LSB Industries, Inc. (the "Company"). All terms not otherwise defined herein shall have the meanings ascribed in the Schedule 13D.

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

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

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

This Amendment No. 37 is being filed as a result of a change in the facts contained in the Schedule 13D, as described below.

1. On March 15, 2008, SBL entered into a 10B5-1 Sales Plan for the sale of up to 200,000 shares of Common Stock, which became effective May 15, 2008.
2. As a result of an increase in the number of shares of Common Stock outstanding and the sale by members of the Golsen Group of an aggregate of 245,000 shares of Common Stock, since the filing of Amendment No. 36 to this Schedule 13D, the Golsen Group's aggregate percentage ownership of all outstanding Common Stock as of April 15, 2008, decreased approximately 1.3%.

3. Reference is made to (a) Item 5(c) of this Amendment No. 37 for a disclosure of certain other transactions in the Common Stock that were effected by certain reporting persons.

Item 1. Security and Issuer.

Item 1 of this Schedule 13D is unchanged.

Item 2. Identity and Background.

Item 2 of this Schedule 13D is unchanged.

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

This Item 3 is not applicable to the agreements and transactions described in Items 5 and 6 of this Amendment 34, except on April 3, 2008, (a) Barry Golsen used his personal funds to fund the \$68,750 cash exercise price of nonqualified stock options for the purchase of 55,000 shares of Common Stock, and (b) Steve Golsen used his personal funds to fund the \$43,750 cash exercise price of nonqualified stock options for the purchase of 35,000 shares of Common Stock.

Item 4. Purpose of Transaction.

The reporting persons do not presently have any plans or proposals required to be reported under Item 4 of this Schedule 13D, except as set forth below:

On March 15, 2008, SBL entered into a 10B5-1 Sales Plan with Capital West Securities, Inc. (the "10B5-1 Sales Plan"). The 10B5-1 Sales Plan provided for the sale of up to an aggregate 200,000 shares of Common Stock in accordance with Rule 10B5-1 of the Exchange Act of 1934, as amended (the "Exchange Act"). The 10B5-1 Sales Plan contains and the following terms, among others:

- (a) sales may not commence until May 15, 2008;

- (b) the 10B5-1 Sales Plan will terminate not later than the earlier of March 14, 2009, or the date that all shares of Common Stock covered by the 10B5-1 Sales Plan have been sold in accordance with such plan;
- (c) the sale price of Common Stock sold under the 10B5-1 Sales Plan will be at a price per share (before selling expenses) at or above \$28.00;
- (c) all sales will be made on the American Stock Exchange; and
- (d) sales of Common Stock under the 10B5-1 Sales Plan will be made in the discretion of the Broker, subject to the terms and conditions of each 10B5-1 Sales Plan.

See Item 6 for information regarding the termination of certain Rule 10B5-1 Sales Plans executed by each of GFLLC, Barry Golsen, and Steve Golsen.

Item 5. Interest in Securities of the Issuer.

- (a) The following table sets forth as of the filing date of this Amendment 34 the aggregate number and percentage of the class of Common Stock of the Company identified pursuant to Item 1 beneficially owned by each person named in Item 2:

<u>Person</u>	<u>Amount</u>		<u>Percent(12)</u>
Jack E. Golsen	3,847,723	(2)(3)(4)(5)(8)	17.41%
Sylvia H. Golsen	2,064,509	(2)(3)(8)(9)	9.51%
SBL (1)	2,579,387	(3)(11)	11.74%
GPC(1)	417,288	(10)(11)	1.96%
Barry H. Golsen	2,909,037	(2)(3)(6)(8)	13.23%
Steven J. Golsen	769,774	(2)(3)(7)(8)	3.61%
Golsen Family, L.L.C.(1)	2,064,509	(2)(3)(11)	9.34%

- (1) The membership interests in GFLLC are owned by Jack Golsen through his revocable trust (45.923%), Sylvia Golsen through her revocable trust (45.923%), Barry Golsen (2.718%), Steven Golsen (2.718%), and Linda Rappaport (2.718%). Jack and Sylvia Golsen are the managers of GFLLC, and as a result share voting and dispositive power over the Company's securities owned by GFLLC. SBL is wholly-owned by GFLLC (49% owner), Barry Golsen (17% owner), Steven Golsen (17% owner) and Linda Rappaport (17% owner). GPC is a wholly owned subsidiary of SBL. The directors and executive officers of SBL and GPC are Jack Golsen and Barry Golsen. Barry Golsen, Steven Golsen and Linda Rappaport are the children of Jack and Sylvia Golsen, husband and wife.

- (2) GFLLC owns 667,276 shares directly and has the right to acquire 133,333 shares upon the conversion of 4,000 shares of the Company's Series 2 Preferred. The amount of such shares shown as beneficially owned by each reporting person is based on the reporting person's proportionate ownership in GFLLC, as described in footnote (1) to this table, except Jack and Sylvia Golsen, as managers of GFLLC possessing voting and dispositive power over such shares, report beneficial ownership of all shares beneficially owned by SBL and GPC.
- (3) SBL owns 1,512,099 shares directly and has the right to acquire (a) 250,000 shares upon the con-version of 1,000,000 shares of the Company's Series D Preferred; (b) 400,000 shares upon the con-version of 12,000 shares of the Company's Series B Preferred. The amount shown also includes 417,288 shares beneficially owned by SBL's wholly owned subsidiary, GPC, which includes (y) 133,333 shares that GPC has the right to acquire upon conversion of 4,000 shares of Series B Preferred and (z) 283,955 shares held directly. The amount of such shares shown as beneficially owned by each reporting person is based on the reporting person's proportionate ownership in SBL (whether direct ownership or indirect ownership through GFLLC), as described in footnote (1) to this table, except Jack and Barry Golsen, as the sole directors and officers of SBL possessing voting and dispositive power over such shares, report beneficial ownership of all such shares.
- (4) The amount shown includes the following shares owned of record: (a) Amy G. Rappaport 2007 Irrevocable Trust (34,750 shares); (b) Joshua B. Golsen 2007 Irrevocable Trust (30,704 shares); (c) Adam Z. Golsen 2007 Irrevocable Trust (35,638 shares); (d) Stacy L. Rappaport 2007 Irrevocable Trust (28,638 shares); (e) Michelle L. Golsen 2007 Irrevocable Trust (35,638 shares); (f) Lori R. Rappaport 2007 Irrevocable Trust (27,638 shares); (g) Barry H. Golsen 2007 Irrevocable Trust (89,440 shares); (h) Steven J. Golsen 2007 Irrevocable Trust (84,440 shares); (i) Linda F. Rappaport 2007 Irrevocable Trust (89,440 shares); (j) Preston Ayden Mattingly 2007 Irrevocable Trust (5,000 shares), and (h) Michael Pierce Mattingly 2007 Irrevocable Trust(2,400 shares). Jack Golsen is the sole trustee of each of the foregoing trusts and in such capacity possesses voting and dispositive power over the Company's securities held in the trusts.

- (5) The amount shown includes 4,000 shares that may be acquired upon conversion of a promissory note.

- (6) The amount shown includes: (a) 296,639 shares held directly and (b) 11,250 shares which may be acquired upon exercise of stock options. The amount shown does not include (i) 533 shares that Barry Golsen's wife owns, in which Barry Golsen disclaims beneficial ownership and (ii) 89,440 shares owned of record by the Barry H. Golsen 2007 Irrevocable Trust, of which Barry Golsen is the primary beneficiary, but of which Barry Golsen has no voting or dispositive control.

- (7) The amount shown includes: (a) 263,915 shares held directly; and (b) 11,250 shares which may be acquired upon exercise of stock options. The amount shown does not include 84,440 shares owned of record by the Steven J. Golsen 2007 Irrevocable Trust, of which Steven Golsen is the primary beneficiary, but of which Steven Golsen has no voting or dispositive control.

- (8) Jack Golsen and Sylvia Golsen each disclaims beneficial ownership of the shares of Common Stock beneficially owned by Barry Golsen described in footnote (6) and the shares of Common Stock beneficially owned by Steven Golsen described in footnote (7). Barry Golsen disclaims beneficial ownership of the shares beneficially owned by Jack Golsen described in footnotes (4) and (5), and the shares beneficially owned by GFLLC except to the extent of his proportionate interest in GFLLC. Steven Golsen disclaims beneficial ownership of the shares beneficially owned by Jack Golsen described in footnotes (4) and (5), and the shares beneficially owned by GFLLC, SBL, and GPC, except to the extent of his proportionate interest in each such entity.

- (9) The amount shown does not include, and Sylvia Golsen disclaims beneficial ownership of the shares listed in footnote (2) (3) (4) and (5) above as beneficially owned by Jack Golsen (except the shares beneficially owned by GFLLC).

- (10) The amount shown includes (a) 283,955 shares held directly by GPC, and (b) 133,333 shares that may be acquired upon conversion of 4,000 shares of the Company's Series B Preferred Stock.
- (11) Holders of the Series B Preferred are entitled to one vote per share, and holders of the Series D Preferred are entitled to .875 votes per share. Both vote together with holders of Common Stock. The amounts and percentages set forth in the table reflect only the voting power of Common Stock into which the Series B Preferred and the Series D Preferred are convertible.
- (12) The percentage ownership of each reporting person is based on 21,185,292 shares of Common Stock outstanding, as of April 15, 2008. Shares of Common Stock of the Company not outstanding, but which may be acquired by a reporting person during the next 60 days under options, warrants, rights or conversion privileges, are considered to be outstanding only for the purpose of computing the percentage of the class for such reporting person, but are not deemed to be outstanding for the purpose of computing the percentage of the class by any other person.
- (b) The following table sets forth, as of the filing date of this Amendment No. 35 for each person and entity identified under paragraph (a), above, the number of shares of Common Stock as to which the person and entity has (i) the sole power to vote or direct the voting, (ii) shared power to vote or direct the voting, (iii) the sole power to dispose or to direct the disposition, or (iv) shared power to dispose or to direct the disposition:

<u>Person or Entity</u>	<u>Sole Voting and Power of Disposition</u>	<u>Shared Voting and Power of Disposition</u>
Jack E. Golsen	467,726(2)	3,379,997(3)
Sylvia H. Golsen	None	2,064,509(3)(8)
SBL(1)	None	2,579,387(4)
GPC(1)	None	417,288(4)
Barry H. Golsen	307,889(6)	2,601,148(3)
Steven J. Golsen	275,165(7)	494,609(3)
Golsen Family, L.L.C.(1)	None	2,064,509(5)

- (1) See footnote (1) under paragraph (a) of this Item 5.
- (2) See footnotes (4), (5) and (8) under paragraph (a) of this Item 5.
- (3) See footnotes (2), (3), (8) and (11) under paragraph (a) of this Item 5.
- (4) See footnotes (3) and (11) under paragraph (a) of this Item 5.
- (5) See footnotes (2), (3), and (11) under paragraph (a) of this Item 5.
- (6) See footnotes (6) and (8) under paragraph (a) of this Item 5.
- (7) See footnotes (7) and (8) under paragraph (a) of this Item 5.
- (8) See footnote (9) under paragraph (a) of this Item 5.

- (c) Since the date of the filing of Amendment No. 36 to this Schedule 13D, the following reporting persons effected transactions in the Common Stock which were not previously disclosed in this Schedule 13D, as follows:
 - (i) GFLLC sold a total of 200,000 shares of Common Stock over the American Stock Exchange at the prices and on the dates indicated pursuant to the terms of the Rule 10B5-1 Sales Plan, dated November 29, 2007, attached as Exhibit 99.12 to Amendment No. 36 to this Schedule 13D:

<u>Security</u>	<u>Sale Date</u>	<u>Number of Shares</u>	<u>Price</u>
Common Stock	02/19/2008	76,800	\$25.34
Common Stock	02/20/2008	64,600	\$24.82
Common Stock	02/21/2008	3,000	\$25.25
Common Stock	02/25/2008	27,563	\$24.00
Common Stock	02/26/2008	28,037	\$23.99

- (ii) Barry Golsen sold a total of 40,000 shares of Common Stock over the American Stock Exchange at the prices and on the dates indicated pursuant to the terms of the Rule 10B5-1 Sales Plan, dated December 14, 2007, attached as Exhibit 99.10 to 2007 Form 10-K Amendment No. 36 to this Schedule 13D :

<u>Security</u>	<u>Sale Date</u>	<u>Number of Shares</u>	<u>Price</u>
Common Stock	01/02/2008	28,700	\$27.33
Common Stock	01/03/2008	11,300	\$27.61

- (iii) Steven Golsen, through the Steven J. Golsen Revocable Trust, dated May 22, 2006, sold a total of 5,000 shares of Common Stock over the American Stock Exchange at the price and on the date indicated pursuant to the terms of the Rule 10B5-1 Sales Plan, dated December 14, 2007, attached as Exhibit 99.11 of Amendment No. 36 to this Schedule 13D :

<u>Security</u>	<u>Sale Date</u>	<u>Number of Shares</u>	<u>Price</u>
Common Stock	01/03/2008	5,000	\$27.18

- (iv) On April 3, 2008, Barry Golsen exercised his right to purchase 55,000 shares of Common Stock upon the exercise of a nonqualified stock option at the exercise price of \$1.25 per share. The aggregate cash purchase price of \$68,750 was funded with his personal funds.
- (v) On April 3, 2008, Steven Golsen exercised his right to purchase 35,000 shares of Common Stock upon the exercise of a nonqualified stock option at the exercise price of \$1.25 per share. The aggregate cash purchase price of \$43,750 was funded with his personal funds.

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

Item 6 of the Schedule 13D is unchanged, except as set forth below.

Creation of 10B5-1 Sales Plan.

SBL entered into a 10B5-1 Sales Plan on March 15, 2008, with Capital West Securities, Inc. (“Capital West”), which became effective May 15, 2008. The 10B5-1 Sales Plan authorizes Capital West to sell, in the aggregate, up to 200,000 shares of Common Stock. See Item 4 of this Amendment No. 37 for a description of certain terms of the 10B5-1 Sales Plan, which description is qualified in its entirety by reference to the terms of the 10B5-1 Sales Plan attached as Exhibit 99.10 to this Amendment No. 37.

Termination of 10B5-1 Sales Plans.

As a result of the sales described in Item 5(c) hereof:

- (a) the Rule 10B5-1 Sales Plan, dated December 14, 2007, between Barry H. Golsen and Capital West, attached as Exhibit No. 99.10 to Amendment No. 36 to this Schedule 13D has terminated pursuant to its terms;
- (b) the Rule 10B5-1 Sales Plan, dated December 14, 2007, between Steven J. Golsen Revocable Trust and Capital West, attached as Exhibit No. 99.11 to Amendment No. 36 to this Schedule 13D has terminated pursuant to its terms; and
- (c) the Rule 10B5-1 Sales Plan, dated November 29, 2007, between GFLLC and Capital West, attached as Exhibit No. 99.12 to Amendment No. 36 to this Schedule 13D has terminated pursuant to its terms.

Item 7. Materials to be Filed as Exhibits.

24.1 Powers of Attorney executed by Barry H. Golsen, Steven J. Golsen, and Sylvia H. Golsen are filed as Exhibit 24.1 to Amendment No. 33 to this Schedule 13D and are incorporated herein by reference.

99.1 Joint Filing Statement, dated September 19, 2007, between the reporting persons is filed as Exhibit 99.1 to Amendment No. 34 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 2007 Irrevocable Trust Agreement, dated January 15, 2007, is filed as Exhibit No. 99.4 to Amendment No. 34 and is incorporated herein by reference. The Joshua B. Golsen 2007 Irrevocable Trust Agreement, Adam Z. Golsen 2007 Irrevocable Trust Agreement, Amy G. Rappaport 2007 Irrevocable Trust Agreement, Lori R. Rappaport 2007 Irrevocable Trust Agreement, Michelle L. Golsen 2007 Irrevocable Trust Agreement, and Preston Ayden Mattingly 2007 Irrevocable Trust Agreement, each dated January 15, 2007, are substantially similar to the Stacy L. Rappaport 2007 Irrevocable Trust Agreement, except each trust is named for primary beneficiary of such trust, and copies of the same will be supplied to the Commission upon request.
- 99.5 Barry H. Golsen 2007 Irrevocable Trust Agreement, dated January 15, 2007, is filed as Exhibit 99.5 to Amendment No. 34 and is incorporated herein by reference. The Steven J. Golsen 2007 Irrevocable Trust Agreement and Linda F. Rappaport 2007 Irrevocable Trust Agreement, each dated January 15, 2007, are substantially similar to the Barry H. Golsen 2007 Irrevocable Trust Agreement, except each trust is named for primary beneficiary of such trust, and copies of the same will be supplied to the Commission upon request.
- 99.6 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.
- 99.7 Shareholder's Agreement, effective December 1, 1995, among Barry H. Golsen, Sylvia Golsen and SBL Corporation is filed as Exhibit 99.7 to Amendment No. 33 and is incorporated herein by reference.
- 99.8 Shareholder's Agreement, effective December 1, 1995, among Steven J. Golsen, Sylvia Golsen and SBL Corporation. The Shareholder's Agreement is substantially similar to the Shareholder's Agreement filed as Exhibit 99.7 hereto and a copy of the same will be supplied to the Commission upon request.

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

99.10 Rule 10B5-1 Sales Plan, dated March 15, 2008, between SBL, L.L.C. and Capital West Securities, Inc.

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: June 4, 2008.

/s/ Jack E. Golsen
Jack E. Golsen

Barry H. Golsen

Steven J. Golsen

Sylvia H. Golsen

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

SBL CORPORATION

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

GOLSEN PETROLEUM CORPORATION

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

GOLSEN FAMILY, L.L.C.

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

By: /s/ Sylvia H. Golsen
Sylvia H. Golsen, Manager

10B5-1 SALES PLAN

This 10B5-1 SALES PLAN (the "Sales Plan") is dated this 14th day of March 2008, between the SBL, L.L.C. ("Seller") and CAPITAL WEST SECURITIES, INC. ("Broker"). For good and valuable consideration, the receipt of which is acknowledged, Seller and Broker hereby agree as follows:

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

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

2.1 **Authorizing Selling.** Commencing, Thursday, -----May 15, 2008 (the "Effective Date"), and continuing for a period of 12 calendar months after the Effective Date (the "Effective Period"), Broker is authorized and directed, from time to time during the Effective Period, to sell up to 200,000 shares of Stock. Sales of Stock pursuant to this Sales Plan will be made at Broker's discretion on the American Stock Exchange ("AMEX") at a price per share equal to or greater than \$28.00, with such prices being before deducting any commission, commission equivalent, mark-up or differential, or other expense of sale.

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

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

(a) March 14, 2009;

(b) the completion of the sale of 200,000 shares of Stock pursuant to this Sales Plan;

(c) notice to Seller or Broker that Seller or Broker is not able to effect the sale of Stock under this Sales Plan due to a legal, regulatory or contractual restriction applicable to Seller or Broker;

(d) death of Seller;

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

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

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

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

- 5.1 **Rule 144.** Broker agrees to conduct all sales under this Sales Plan in accordance with the manner of sale requirement of Rule 144, if applicable, under the Securities Act of 1933, as amended (the "Act"), if applicable. If Rule 144 is applicable, Broker will not effect any sale which would exceed the then applicable volume limitation under Rule 144, assuming Broker's sales under this Sales Plan are the only sales subject to that limitation. Seller agrees not to take, and agrees to cause any person or entity with which Seller would be required to aggregate sales of Stock pursuant to paragraph (a) (2) or (e) of Rule 144 not to take any action that would cause the sales under this Sales Plan not to comply with Rule 144.

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

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

6. **Certain Events.**

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

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

7. **General.**

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

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

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

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

SBL, L.L.C.

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

("Seller")

CAPITAL WEST SECURITIES, INC.

By: /s/ Grant Burget
Name: Grant Burget
Title: Vice President

("Broker")