

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported)

April 3, 2026

OIL-DRI CORPORATION OF AMERICA
(Exact name of the registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

001-12622
(Commission File Number)

36-2048898
(I.R.S. Employer Identification No.)

410 North Michigan Avenue, Suite 400
Chicago, Illinois
(Address of principal executive offices)

60611-4213
(Zip Code)

The registrant's telephone number, including area code: (312) 321-1515

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.10 per share	ODC	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e)

Second Amendment to the 2005 Deferred Compensation Plan

On April 3, 2026, the Compensation Committee of the Board of Directors (the “Compensation Committee”) of Oil-Dri Corporation of America (the “Company”) approved the second amendment (the “Second Amendment”) to the Oil-Dri Corporation of America 2005 Deferred Compensation Plan (the “Deferred Compensation Plan”), in which the Company’s executive officers and other senior managers are eligible to participate. The Second Amendment, among other things, (i) amends the definition of “Eligible Employee or Director” to better align with the Company’s current salary grade structure, (ii) amends the definition of “Separation from Service” to clarify the factors that qualify as a termination of employment for an employee reducing their level of services to the Company, and (iii) adjusts the process for crediting Earnings (as defined in the Deferred Compensation Plan) from annually to at least quarterly. The foregoing description is qualified in its entirety by reference to the full text of the Second Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Amended Forms of Restricted Stock Agreements

On April 3, 2026, the Compensation Committee also approved the following amended forms of agreements that the Company will use from time to time in making restricted stock awards to its employees or directors pursuant to the Oil-Dri Corporation of America 2006 Long-Term Incentive Plan: (i) form of employee restricted stock agreement for Class A Common Stock, par value \$0.10 per share; (ii) form of employee restricted stock agreement for Common Stock, par value \$0.10 per share (“Common Stock”); (iii) form of employee restricted stock agreement for Class B Stock, par value \$0.10 per share; and (iv) form of director restricted stock agreement for Common Stock. These amended forms of restricted stock agreements better align with current Company practices, and replace the current forms of restricted stock agreement which were filed as exhibits to the Company’s Annual Report on Form 10-K for its fiscal year ended July 31, 2025. Copies of these documents are filed as Exhibits 10.2 through 10.5 to this Current Report on Form 8-K and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description of Exhibits
10.1	Second Amendment, effective April 3, 2026, to the Oil-Dri Corporation of America 2005 Deferred Compensation Plan (as amended and restated effective January 1, 2008).
10.2	Form of Oil-Dri Corporation of America 2006 Long Term Incentive Plan Employee Restricted Stock Agreement for Class A Common Stock.
10.3	Form of Oil-Dri Corporation of America 2006 Long Term Incentive Plan Employee Restricted Stock Agreement for Common Stock.
10.4	Form of Oil-Dri Corporation of America 2006 Long Term Incentive Plan Employee Restricted Stock Agreement for Class B Stock.
10.5	Form of Oil-Dri Corporation of America 2006 Long Term Incentive Plan Director Restricted Stock Agreement for Common Stock.
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the iXBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

OIL-DRI CORPORATION OF AMERICA

By: /s/ Anthony W. Parker

Anthony W. Parker

Vice President, General Counsel & Secretary

Date: April 3, 2026

SECOND AMENDMENT TO THE
OIL-DRI CORPORATION OF AMERICA
2005 DEFERRED COMPENSATION PLAN

WHEREAS, Oil-Dri Corporation of America (the “Company”) maintains the Oil-Dri Corporation of America 2005 Deferred Compensation Plan, as amended (the “Plan”);

WHEREAS, Section 9.1 of the Plan provides that the Company may amend the Plan from time to time with specific approval of the Company’s Board of Directors (the “Board”) or an authorized committee of the Board;

WHEREAS, the Compensation Committee of the Board (the “Compensation Committee”) is an authorized committee of the Board; and

WHEREAS, the Company deems it appropriate to amend the Plan to (i) revise certain defined terms and (ii) adjust the process for crediting Earnings effective April 3, 2026 and the Compensation Committee has approved such an amendment.

NOW, THEREFORE, the Company amends the Plan, effective April 3, 2026, as follows:

1. Capitalized terms not defined herein shall have the meaning as defined under the Plan.
2. Section 2.12 entitled “Eligible Employee or Director” is amended in its entirety to read as follows:

“**2.12 Eligible Employee or Director** generally means each employee of an Employer who is at a salary grade of Grade B or higher (Grade 10 or higher prior to January 1, 2007 and Grade 11 or higher prior to August 1, 2025), or such equivalent salary grade as the Company in its sole discretion may determine, at the time he or she elects to make Elective Deferrals or a non-employee who is a member of the Company’s Board of Directors. The Company reserves the right to from time to time extend eligibility to participate in the Plan to a management employee of an Employer who is at a salary grade less than Grade B (Grade 10 prior to January 1, 2007 and Grade 11 or higher prior to August 1, 2025), or such equivalent salary grade as the Company in its sole discretion may determine.

3. Section 2.20 entitled “Separation from Service” is amended in its entirety to read as follows:

“**2.20 Separation from Service** means the Participant’s death, retirement or other termination of employment with the Company and all Affiliates. For purposes of this definition, a “termination of employment” shall occur when the facts and circumstances indicate (i) that the Company and the employee reasonably anticipate that no further services would be performed by the employee for the Company or any Affiliate after a certain date or (ii) that the level of bona fide services the employee would perform for the Company or any Affiliate after such date (whether as an employee or as an independent contractor), would permanently decrease immediately following a certain date to no more than 20% of the average level of bona fide services performed (whether as an employee or as an independent contractor) over the

immediately preceding thirty-six (36)-month period (or full period of services to the Company and all Affiliates if the employee has been providing services to the Company less than thirty-six (36) months), as reasonably determined by the Company.

4. Section 5.2 entitled "Earnings Credited" is amended in its entirety to read as follows:

"5.2 Earnings Credited

Each Participant's Account shall be adjusted at the Company's discretion but at least quarterly during each Plan Year for Earnings, which shall be calculated at a rate equal to the Company's long-term borrowing cost in effect during the Plan Year plus one percent."

IN WITNESS WHEREOF, the Company has caused this First Amendment to be executed by the signature of a duly authorized officer as of this 3rd day of April, 2026 effective as provided herein.

COMPANY:

OIL-DRI CORPORATION OF AMERICA

By: /s/ Daniel S. Jaffee

Its: President, Chief Executive Officer and Chairman of the Board of Directors

ATTEST

By: /s/ Anthony W. Parker

Its: Vice President and General Counsel

**OIL-DRI CORPORATION OF AMERICA
2006 LONG-TERM INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT
for Class A Common Stock**

Subject to the terms and conditions of this Agreement and the Oil-Dri Corporation of America 2006 Long Term Incentive Plan (as amended and restated, the "Plan"), Oil-Dri Corporation of America (the "Company") hereby grants _____[grantee name] (hereafter referred to as "you") a grant of shares of restricted Stock, effective as of _____ [date] (the "Grant Date"). "Stock" means Class A Common Stock or if no Class A Common Stock is issued and publicly traded on the New York Stock Exchange or any other national stock exchange or national market system, then Common Stock, of the Company, par value \$.10 per share.

1. Number of Shares. This grant of shares of restricted Stock shall consist of [number of shares] shares (the "Restricted Shares") of Stock, of the Company.
2. No Payment for Restricted Shares. No per share purchase price is required to be paid by you for the Restricted Shares.
3. Vesting. All restrictions applicable to the Restricted Shares under this Agreement shall lapse, and such Restricted Shares shall vest, according to the following schedule, unless forfeited pursuant to Section 5 below:

On or after each of the following vesting date(s)	Number of Restricted Shares vested
[date]	[#]
[date]	[#]
[date]	[#]
[date]	[#]
[date]	[#]

4. Forfeiture of Unvested Shares. If, for any reason other than those set forth in Section 12 of the Plan, your service as an employee terminates at any time before a vesting date, all Restricted Shares that have not yet vested as of the date of such termination shall be forfeited. In such event, you will sign any document and take any other action required to assign the Restricted Shares back to the Company.

5. Ownership Rights. As the record holder of Restricted Shares, you are generally entitled to all voting and ownership rights of a holder of Stock, including the right to receive any dividends, including Stock dividends, which may be paid to holders of Stock, provided, however, that any shares of Stock received by you as a result a Stock dividend or other adjustment in capitalization shall be subject to the same risk of forfeiture, certificate delivery provisions and restrictions on transfer as the forfeitable Restricted Shares in respect of which they are issued and shall become Restricted Shares for the purposes of this Agreement, and provided further that any dividend paid with respect to unvested Restricted Shares for which an election under Section 83(b) of the Code has not been made (i) constitutes compensation income subject to all applicable tax withholding and (ii) shall be paid on or about the date that such dividend is paid to holders of Stock generally. Until your Restricted Shares have vested pursuant to Section 3 above, such Restricted Shares shall be held in a restricted book entry account in your name with the Company's transfer agent. Subject to Section 8 of this Agreement, upon the vesting of Restricted Shares the Company will instruct its transfer agent to remove the restrictions on such Restricted Shares as soon as practicable.

6. No Right to Remain as an Employee. Neither the existence of the Plan nor this grant of Restricted Shares shall obligate the Company to retain you as an employee.

7. Restricted Shares Non-transferable. The Restricted Shares are not transferable until such shares vest and become non-forfeitable.

8. Taxes. The Company is not required to remove the restrictions on Restricted Shares upon any vesting date unless you (or your estate or personal representative) first pay to the Company such amount, if any, as it may request to satisfy any liability it may have to withhold federal, state, or local income or other taxes relating to the Restricted Shares which vest on such vesting date. The Company shall have the right to take such other action as may be necessary or appropriate to satisfy any tax withholding obligations and, for the avoidance of doubt, shall satisfy such obligations by deducting and withholding Restricted Shares having an aggregate Fair Market Value equal to the amount of tax required to be withheld unless you inform the Company of your intent to satisfy such obligations by tendering cash payment prior to the vesting of such shares and actually deliver such payment within two (2) business days after receiving notice from the Company of the final tax amount due.

9. Incorporation of Plan. The Plan is an integral part of, and is incorporated by reference in, this Agreement. Any capitalized terms not defined in this Agreement shall have the meanings specified in the Plan. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

10. Amendments. This Agreement may be amended only by a writing executed by the Company and you which specifically states that it amends this Agreement. The Board can amend the Plan as provided therein, except that no such amendment shall adversely affect your rights under this Agreement without your consent.

11. Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of its Treasurer. Any notice to be given to you shall be addressed to you at the address listed in the Company's records. By a notice given pursuant to this Section, either party may designate a different address for notices. Any notice shall have been deemed given when actually delivered.

12. Severability. If any part of this Agreement is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate any part of the Agreement not declared to be unlawful or invalid. Any part so declared unlawful or invalid shall, if possible, be construed in a manner which gives effect to the terms of such part to the fullest extent possible while remaining lawful and valid.

13. Applicable Law. This Agreement shall be governed by the substantive laws (excluding the conflict of laws rules) of the State of Delaware.

14. Headings. Headings in this Agreement are provided for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

* * * *

Please indicate your acceptance of this Agreement as of the Grant Date by signing in the space provided below at your earliest convenience, and in any event within 10 days after the date of this Agreement.

OIL-DRI CORPORATION OF AMERICA

By: _____

ACCEPTED AND AGREED:

[_____]

Date: _____

**OIL-DRI CORPORATION OF AMERICA
2006 LONG-TERM INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT
for Common Stock**

Subject to the terms and conditions of this Agreement and the Oil-Dri Corporation of America 2006 Long Term Incentive Plan (as amended and restated, the "Plan"), Oil-Dri Corporation of America (the "Company") hereby grants _____[grantee name] (hereafter referred to as "you") a grant of shares of restricted Stock, effective as of _____ [date] (the "Grant Date"). "Stock" means Common Stock, of the Company, par value \$.10 per share.

1. Number of Shares. This grant of shares of restricted Stock shall consist of [number of shares] shares (the "Restricted Shares") of Stock, of the Company.
2. No Payment for Restricted Shares. No per share purchase price is required to be paid by you for the Restricted Shares.
3. Vesting. All restrictions applicable to the Restricted Shares under this Agreement shall lapse, and such Restricted Shares shall vest, according to the following schedule, unless forfeited pursuant to Section 5 below:

On or after each of the following vesting date(s)	Number of Restricted Shares vested
[date]	[#]
[date]	[#]
[date]	[#]
[date]	[#]
[date]	[#]

4. Forfeiture of Unvested Shares. If, for any reason other than those set forth in Section 12 of the Plan, your service as an employee terminates at any time before a vesting date, all Restricted Shares that have not yet vested as of the date of such termination shall be forfeited. In such event, you will sign any document and take any other action required to assign the Restricted Shares back to the Company.
5. Ownership Rights. As the record holder of Restricted Shares, you are generally entitled to all voting and ownership rights of a holder of Stock, including the right to receive any dividends, including Stock dividends, which may be paid to holders of Stock, provided, however, that any shares of Stock received by you as a result a Stock dividend or other adjustment in capitalization shall be subject to the same risk of forfeiture, certificate delivery provisions and restrictions on transfer as the forfeitable Restricted Shares in respect of which they are issued and shall become Restricted Shares for the purposes of this Agreement, and provided further that any dividend paid with respect to unvested Restricted Shares for which an election under Section 83(b) of the Code has not been made (i) constitutes compensation income subject to all applicable tax withholding and (ii) shall be paid on or about the date that such dividend is paid to holders of Stock generally. Until your Restricted Shares have vested pursuant to Section 3 above, such Restricted Shares shall be held in a restricted book entry account in your name with the Company's transfer agent. Subject to Section 8 of this Agreement, upon the vesting of Restricted Shares the Company will instruct its transfer agent to remove the restrictions on such Restricted Shares as soon as practicable.
6. No Right to Remain as an Employee. Neither the existence of the Plan nor this grant of Restricted Shares shall obligate the Company to retain you as an employee.
7. Restricted Shares Non-transferable. The Restricted Shares are not transferable until such shares vest and become non-forfeitable.
8. Taxes. The Company is not required to remove the restrictions on Restricted Shares upon any vesting date unless you (or your estate or personal representative) first pay to the Company such amount, if any, as it may request to satisfy any liability it may have to withhold federal, state, or local income or other taxes relating to the Restricted Shares which vest on such vesting date. The Company shall have the right to take such other action as may be necessary or appropriate to satisfy any tax withholding obligations and, for the avoidance of doubt, shall satisfy such obligations by deducting and withholding Restricted Shares having an aggregate Fair Market Value

equal to the amount of tax required to be withheld unless you inform the Company of your intent to satisfy such obligations by tendering cash payment prior to the vesting of such shares and actually deliver such payment within two (2) business days after receiving notice from the Company of the final tax amount due.

9. Incorporation of Plan. The Plan is an integral part of, and is incorporated by reference in, this Agreement. Any capitalized terms not defined in this Agreement shall have the meanings specified in the Plan. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

10. Amendments. This Agreement may be amended only by a writing executed by the Company and you which specifically states that it amends this Agreement. The Board can amend the Plan as provided therein, except that no such amendment shall adversely affect your rights under this Agreement without your consent.

11. Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of its Treasurer. Any notice to be given to you shall be addressed to you at the address listed in the Company's records. By a notice given pursuant to this Section, either party may designate a different address for notices. Any notice shall have been deemed given when actually delivered.

12. Severability. If any part of this Agreement is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate any part of the Agreement not declared to be unlawful or invalid. Any part so declared unlawful or invalid shall, if possible, be construed in a manner which gives effect to the terms of such part to the fullest extent possible while remaining lawful and valid.

13. Applicable Law. This Agreement shall be governed by the substantive laws (excluding the conflict of laws rules) of the State of Delaware.

14. Headings. Headings in this Agreement are provided for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

* * * *

Please indicate your acceptance of this Agreement as of the Grant Date by signing in the space provided below at your earliest convenience, and in any event within 10 days after the date of this Agreement.

OIL-DRI CORPORATION OF AMERICA

By: _____

ACCEPTED AND AGREED:

[_____]

Date: _____

**OIL-DRI CORPORATION OF AMERICA
2006 LONG-TERM INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT
for Class B Stock**

Subject to the terms and conditions of this Agreement and the Oil-Dri Corporation of America 2006 Long Term Incentive Plan (as amended and restated, the "Plan"), Oil-Dri Corporation of America (the "Company") hereby grants [grantee name] (hereafter referred to as "you") a grant of shares of restricted Stock, effective as of [date] (the "Grant Date"). "Stock" means Class B Stock of the Company, par value \$.10 per share.

1. Number of Shares. This grant of shares of restricted Stock shall consist of [number of shares] shares (the "Restricted Shares") of Stock, of the Company.
2. No Payment for Restricted Shares. No per share purchase price is required to be paid by you for the Restricted Shares.
3. Vesting. All restrictions applicable to the Restricted Shares under this Agreement shall lapse, and such Restricted Shares shall vest, according to the following schedule, unless forfeited pursuant to Section 5 below:

On or after each of the following vesting date(s)	Number of Restricted Shares vested
[date]	[#]
[date]	[#]
[date]	[#]
[date]	[#]
[date]	[#]

4. Forfeiture of Unvested Shares. If, for any reason other than those set forth in Section 12 of the Plan, your service as an employee terminates at any time before a vesting date, all Restricted Shares that have not yet vested as of the date of such termination shall be forfeited. In such event, you will sign any document and take any other action required to assign the Restricted Shares back to the Company.
5. Ownership Rights. As the record holder of Restricted Shares, you are generally entitled to all voting and ownership rights of a holder of Stock, including the right to receive any dividends, including Stock dividends, which may be paid to holders of Stock, provided, however, that any shares of Stock received by you as a result a Stock dividend or other adjustment in capitalization shall be subject to the same risk of forfeiture, certificate delivery provisions and restrictions on transfer as the forfeitable Restricted Shares in respect of which they are issued and shall become Restricted Shares for the purposes of this Agreement, and provided further that any dividend paid with respect to unvested Restricted Shares for which an election under Section 83(b) of the Code has not been made (i) constitutes compensation income subject to all applicable tax withholding and (ii) shall be paid on or about the date that such dividend is paid to holders of Stock generally. Until your Restricted Shares have vested pursuant to Section 3 above, such Restricted Shares shall be held in a restricted book entry account in your name with the Company's transfer agent. Subject to Section 8 of this Agreement, upon the vesting of Restricted Shares the Company will instruct its transfer agent to remove the restrictions on such Restricted Shares as soon as practicable.
6. No Right to Remain as an Employee. Neither the existence of the Plan nor this grant of Restricted Shares shall obligate the Company to retain you as an employee.
7. Restricted Shares Non-transferable. The Restricted Shares are not transferable until such shares vest and become non-forfeitable.
8. Taxes. The Company is not required to remove the restrictions on Restricted Shares upon any vesting date unless you (or your estate or personal representative) first pay to the Company such amount, if any, as it may request to satisfy any liability it may have to withhold federal, state, or local income or other taxes relating to the Restricted Shares which vest on such vesting date. The Company shall have the right to take such other action as may be necessary or appropriate to satisfy any tax withholding obligations and, for the avoidance of doubt, shall

satisfy such obligations by deducting and withholding Restricted Shares having an aggregate Fair Market Value equal to the amount of tax required to be withheld unless you inform the Company of your intent to satisfy such obligations by tendering cash payment prior to the vesting of such shares and actually deliver such payment within two (2) business days after receiving notice from the Company of the final tax amount due.

9. Incorporation of Plan. The Plan is an integral part of, and is incorporated by reference in, this Agreement. Any capitalized terms not defined in this Agreement shall have the meanings specified in the Plan. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

10. Amendments. This Agreement may be amended only by a writing executed by the Company and you which specifically states that it amends this Agreement. The Board can amend the Plan as provided therein, except that no such amendment shall adversely affect your rights under this Agreement without your consent.

11. Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of its Treasurer. Any notice to be given to you shall be addressed to you at the address listed in the Company's records. By a notice given pursuant to this Section, either party may designate a different address for notices. Any notice shall have been deemed given when actually delivered.

12. Severability. If any part of this Agreement is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate any part of the Agreement not declared to be unlawful or invalid. Any part so declared unlawful or invalid shall, if possible, be construed in a manner which gives effect to the terms of such part to the fullest extent possible while remaining lawful and valid.

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14. Headings. Headings in this Agreement are provided for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

* * * *

Please indicate your acceptance of this Agreement as of the Grant Date by signing in the space provided below at your earliest convenience, and in any event within 10 days after the date of this Agreement.

OIL-DRI CORPORATION OF AMERICA

By: _____

ACCEPTED AND AGREED:

[_____]

Date: _____

**OIL-DRI CORPORATION OF AMERICA
2006 LONG-TERM INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT
for Common Stock**

Subject to the terms and conditions of this Agreement and the Oil-Dri Corporation of America 2006 Long Term Incentive Plan (as amended and restated, the "Plan"), Oil-Dri Corporation of America (the "Company") hereby grants _____[grantee name] (hereafter referred to as "you") a grant of shares of restricted Stock, effective as of _____ [date] (the "Grant Date"). "Stock" means Common Stock, of the Company, par value \$.10 per share.

1. **Number of Shares.** This grant of shares of restricted Stock shall consist of [number of shares] shares (the "Restricted Shares") of Stock, of the Company.
2. **No Payment for Restricted Shares.** No per share purchase price is required to be paid by you for the Restricted Shares.
3. **Vesting.** All restrictions applicable to the Restricted Shares under this Agreement shall lapse, and such Restricted Shares shall vest, according to the following schedule, unless forfeited pursuant to Section 5 below:

On or after each of the following vesting dates	Cumulative percentage of Restricted Shares vested
[date]	[#]
[date]	[#]
[date]	[#]
[date]	[#]
[date]	[#]

4. **Forfeiture of Unvested Shares.** If, for any reason other than those set forth in Section 12 of the Plan, your service as a director terminates at any time before a vesting date, all Restricted Shares that have not yet vested as of the date of such termination shall be forfeited. In such event, you will sign any document and take any other action required to assign the Restricted Shares back to the Company.
5. **Ownership Rights.** As the record holder of Restricted Shares, you are generally entitled to all voting and ownership rights of a holder of Stock, including the right to receive any dividends, including Stock dividends, which may be paid to holders of Stock, provided, however, that any shares of Stock received by you as a result a Stock dividend or other adjustment in capitalization shall be subject to the same risk of forfeiture, certificate delivery provisions and restrictions on transfer as the forfeitable Restricted Shares in respect of which they are issued and shall become Restricted Shares for the purposes of this Agreement, and provided further that any dividend paid with respect to unvested Restricted Shares for which an election under Section 83(b) of the Code has not been made (i) constitutes compensation income subject to all applicable tax withholding and (ii) shall be paid on or about the date that such dividend is paid to holders of Stock generally. Until your Restricted Shares have vested pursuant to Section 3 above, such Restricted Shares shall be held in a restricted book entry account in your name with the Company's transfer agent. Subject to Section 8 of this Agreement, upon the vesting of Restricted Shares the Company will instruct it's transfer agent to remove the restrictions on such Restricted Shares as soon as practicable.
6. **No Right to Remain as a Director.** Neither the existence of the Plan nor this grant of Restricted Shares shall obligate the Company to retain you as a director.
7. **Restricted Shares Non-transferable.** The Restricted Shares are not transferable until such shares vest and become non-forfeitable.
8. **Taxes.** Because you are a non-employee director, the Company will not make any provision for the withholding of federal, state, or local taxes in connection with the grant or vesting of the Restricted Stock. The

Company may provide you with a completed IRS Form 1099 reporting non- employee compensation including payments in connection with the Restricted Stock.

9. Incorporation of Plan. The Plan is an integral part of, and is incorporated by reference in, this Agreement. Any capitalized terms not defined in this Agreement shall have the meanings specified in the Plan. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

10. Amendments. This Agreement may be amended only by a writing executed by the Company and you which specifically states that it amends this Agreement. The Board can amend the Plan as provided therein, except that no such amendment shall adversely affect your rights under this Agreement without your consent.

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12. Severability. If any part of this Agreement is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate any part of the Agreement not declared to be unlawful or invalid. Any part so declared unlawful or invalid shall, if possible, be construed in a manner which gives effect to the terms of such part to the fullest extent possible while remaining lawful and valid.

13. Applicable Law. This Agreement shall be governed by the substantive laws (excluding the conflict of laws rules) of the State of Delaware.

14. Headings. Headings in this Agreement are provided for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

* * * *

Please indicate your acceptance of this Agreement as of the Grant Date by signing in the space provided below at your earliest convenience, and in any event within 10 days after the date of this Agreement.

OIL-DRI CORPORATION OF AMERICA

By: _____

ACCEPTED AND AGREED:

[_____]

Date: _____