

**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) June 6, 2006**

**Oil-Dri Corporation of America**

*(Exact name of registrant as specified in its charter)*

**Delaware**

**0-8675**

**36-2048898**

*(State or other jurisdiction  
of incorporation)*

*(Commission  
File Number)*

*(IRS Employer  
Identification No.)*

**410 North Michigan Avenue  
Suite 400  
Chicago, Illinois**

**60611-4213**

*(Address of principal executive offices)*

*(Zip Code)*

**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))

**Item 1.01 Entry Into a Material Definitive Agreement.**

Stock Option Awards to Non-Management Directors. By unanimous written consent on June 6, 2006, the Compensation Committee of the Registrant's Board of Directors (the "Board") awarded grants to two members of the Board, Paul E. Suckow and Michael A. Nemeroff, of options to purchase 10,000 shares each of the Registrant's Common Stock under the terms of the Oil-Dri Corporation of America 2006 Long-Term Incentive Plan, subject to approval of that plan by the Registrant's stockholders. Both grants are effective June 9, 2006. These options will be 100% exercisable on the first anniversary of the effective date of the grant, provided the grantee is serving as a director of the Registrant on that date. A copy of the Director's Stock Option Agreements entered into between Messrs. Suckow and Nemeroff and the Registrant are attached as Exhibits 10.1 and 10.2, respectively, and the information contained therein is incorporated herein by reference.

**Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.**

Appointment of New Director. At its regular meeting on June 6, 2006, the Board increased the number of directors from eight to nine and appointed Michael A. Nemeroff as a member of the Board. Mr. Nemeroff was not named to any committee of the Board. Mr. Nemeroff is a shareholder and President of the law firm of Vedder, Price, Kaufman & Kammholz, P.C. ("Vedder Price"), and is a member of the Executive Committee of the firm's Board of Directors. Vedder Price regularly provides legal services to the Registrant. For the 10 months ended May 31, 2006 of the Registrant's current fiscal year, Vedder Price billed the Registrant \$114,877.59 for legal services. A copy of the Registrant's press release announcing Mr. Nemeroff's appointment is attached as Exhibit 99.1 and the information contained therein is incorporated herein by reference.

**Item 8.01 Other Events.**

Also on June 6, 2006, the Board announced a five-for-four stock split, to be effected by a stock dividend of one-quarter share for each outstanding share of the Registrant's Common Stock and Class B Stock. The Board also declared quarterly cash dividends of \$0.12 per share of outstanding Common Stock and \$0.09 per share of outstanding Class B Stock, to be paid on the increased number of outstanding shares after the five-for-four stock split. The stock and cash dividends will be payable on September 8, 2006 to stockholders of record at the close of business on August 4, 2006. The stock dividend will be paid only in whole shares; any fractional shares resulting from the stock dividend will be accumulated by the Registrant's transfer agent, sold and then distributed in the form of cash on a pro rata basis to any stockholders who would have received fractional shares. A copy of the Registrant's press release announcing these dividends is attached as Exhibit 99.2 and the information contained therein is incorporated herein by reference.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits. The following exhibits are being provided as part of this Current Report on Form 8-K:

<u>Exhibit Number</u>	<u>Description of Exhibits</u>
10.1 *	Director Stock Option Agreement, dated as of June 9, 2006, between Oil-Dri Corporation of America and Paul E. Suckow
10.2 *	Director Stock Option Agreement, dated as of June 9, 2006, between Oil-Dri Corporation of America and Michael A. Nemeroff
99.1	Press Release of the Registrant, dated June 6, 2006 (announcing new director)
99.2	Press Release of the Registrant, dated June 6, 2006 (announcing stock and cash dividends)

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\* Indicates management contract or compensatory plan or arrangement.

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**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/ Charles P. Brissman          

Charles P. Brissman  
Vice President and General Counsel

Date: June 12, 2006

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Exhibit Index

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\* Indicates management contract or compensatory plan or arrangement.

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**OIL-DRI CORPORATION OF AMERICA  
2006 LONG-TERM INCENTIVE PLAN  
DIRECTOR'S STOCK OPTION AGREEMENT**

This Director's Stock Option Agreement (this "Agreement") is made as of the 9th day of June, 2006 (the "Grant Date"), between Oil-Dri Corporation of America (the "Company"), and Paul E. Suckow (the "Participant").

**WHEREAS**, the Company has adopted the Oil-Dri Corporation of America 2006 Long-Term Incentive Plan (the "Plan"), subject to approval and ratification by the stockholders of the Company, in order to provide an opportunity for directors of the Company to purchase shares of the Company's stock; and

**WHEREAS**, the Committee responsible for administration of the Plan has determined to grant an Option to the Participant as provided herein;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Grant of Option

1.1 The Company hereby grants to the Participant the right and option (the "Option") to purchase all or any part of an aggregate of 10,000 whole shares of Common Stock subject to, and in accordance with, the terms and conditions set forth in this Agreement.

1.2 The Option is not intended to qualify as an Incentive Stock Option within the meaning of Section 422 of the Internal Revenue Code.

1.3 This Agreement shall be construed in accordance and consistent with, and subject to, the provisions of the Plan (the provisions of which are incorporated herein by reference); and, except as otherwise expressly set forth herein, the capitalized terms used in this Agreement shall have the same definitions as set forth in the Plan.

2. Purchase Price.

The price at which the Participant shall be entitled to purchase shares upon the exercise of the Option shall be \$18.53 per share.

3. Duration of Option.

The Option shall be exercisable to the extent and in the manner provided herein for a period of ten (10) years from the Grant Date (the "Exercise Term"); provided, however, that the Option may be earlier terminated as provided in Sections 6-10 hereof.

4. Exercisability of Option.

Unless otherwise provided in this Agreement, the Option shall entitle the Participant to purchase, in whole at any time or in part from time to time, one hundred percent (100%) of the total number of shares covered by the Option on or after the first anniversary of the Grant Date. Notwithstanding the foregoing, in no event will the Option, or any portion thereof, be exercisable prior to the approval and ratification by the Company's stockholders of the adoption of the Plan.

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5. Manner of Exercise and Payment.

5.1 Subject to the terms and conditions of this Agreement and the Plan, the Option may be exercised by delivery of written notice of exercise to the Company, at its principal executive office. Such notice shall be signed by the Participant and shall state that the Participant is electing to exercise the Option and the number of shares in respect of which the Option is being exercised.

5.2 The notice of exercise shall be accompanied by the full purchase price for the shares in respect of which the Option is being exercised, in (i) cash or by check or, if indicated in the notice, such payment shall follow by check from a registered broker acting as agent on behalf of the Participant or (ii) by transferring to the Company shares of the Company's stock held by the Participant for at least six months prior to the exercise of the Option and having a Fair Market Value on the date of exercise equal to the cash amount for which such shares are substituted.

5.3 Upon receipt of notice of exercise and full payment for the shares of stock in respect of which the Option is being exercised, the Company shall take such action as may be necessary to effect the transfer to the Participant of the number of shares of stock as to which such exercise was effective.

5.4 The Participant shall not be deemed to be the owner of, or to have any of the rights of an owner with respect to any shares of stock subject to the Option until (i) the Option shall have been exercised pursuant to the terms of this Agreement, (ii) the Company shall have issued and delivered the shares to the Participant, and (iii) the Participant's name shall have been entered as a stockholder of record on the books of the Company, whereupon the Participant shall have full voting and other ownership rights with respect to such shares.

6. Termination of Service.

6.1 Retirement, Disability or Death.

If the Participant's service as a director of the Company terminates as the result of the Participant's Retirement from service as a director; or as a result of the Disability of the Participant as defined in the Plan; or upon the death of the Participant, the Option shall become immediately and fully exercisable, except as may be otherwise provided in Section 10 of this Agreement. The Participant (or a deceased Participant's legal representative or beneficiary) may exercise the Option at any time within three years after such Retirement, Disability, or death. Retirement means the Participant's termination of service as a director that occurs after the completion of three (3) years of service (whether before or after the Grant Date), provided that any interval of less than one (1) year extending from the date of one annual meeting of stockholders of the Company to the date of the next such meeting shall qualify as one year for this purpose.

6.2 Other Termination of Service.

Generally, if the Participant's service as a director of the Company terminates for any reason other than those set forth in Section 6.1, the Participant may, at any time within ninety (90) days after such termination, exercise the Option to the extent, but only to the extent, that the Option or portion thereof was exercisable on the date of termination. However, if the Participant's service is terminated for Cause, as defined in the Plan, any unexercised portion of the Option shall be immediately forfeited and may not be exercised by the Participant.

6.3 No Extension of Exercise Term.

Notwithstanding the terms of Section 6.1 or 6.2 above or Section 7 below, in no event may the Option be exercised by anyone after the expiration of the Exercise Term.

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7. Effect of Change of Control.

In the event of a Change of Control of the Company, as defined in the Plan, the Option shall become immediately and fully exercisable, except as may be otherwise provided in Section 10 of this Agreement. If the Participant's service as a director of the Company terminates for any reason at or after a Change of Control, the Participant may exercise the Option at any time within three years after his or her termination of service.

8. Non-transferability.

The Option shall not be transferable other than by will or the laws of descent and distribution or as otherwise permitted by the Plan. During the lifetime of the Participant the Option shall be exercisable only by the Participant, unless it has been transferred as permitted by the Plan.

9. Adjustments.

Upon the occurrence of various corporate events as described in Section 5.4 of the Plan, the Committee may make appropriate adjustments to the number or class of shares of stock subject to the Option and the purchase price for such shares. The Committee's adjustment shall be final, binding and conclusive for all purposes of this Agreement.

10. Terminating Event/Exercisability.

Should the Company's stockholders fail to approve and ratify the adoption of the Plan prior to March 14, 2007, the Option will be null and void and of no force and effect. In no event will the Option, or any portion thereof, be exercisable prior to the approval and ratification by the Company's stockholders of the adoption of the Plan.

11. Payment of Taxes.

The Participant shall be solely responsible for the payment of the federal, state and local income and self-employment taxes and other amounts as may be required by law

12. Participant Bound by the Plan.

The Participant hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all the terms and provisions thereof.

13. Modification of Agreement.

This Agreement may be modified, amended, suspended or terminated, and any terms or conditions may be waived, but only by a written instrument executed by the parties hereto.

14. Severability.

Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.

15. Governing Law.

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the conflicts of laws principles thereof.

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16. Successors in Interest.

This Agreement shall inure to the benefit of and be binding upon any successor to the Company. This Agreement shall inure to the benefit of the Participant's legal representatives or, if applicable, a transferee and the transferee's legal representatives. Except as otherwise provided herein or in the Plan, all obligations imposed upon the Participant and all rights granted to the Company under this Agreement shall be final, binding and conclusive upon any transferee and upon the Participant's or transferee's heirs, executors, administrators and successors.

17. Resolution of Disputes.

Any dispute or disagreement which may arise under, or as a result of, or in any way relate to, the interpretation, construction or application of this Agreement shall be determined by the Committee. Any determination made hereunder shall be final, binding and conclusive on the Participant and Company for all purposes.

**OIL-DRI CORPORATION OF AMERICA**

By: /s/ Richard M. Jaffee

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Richard M. Jaffee,  
Chairman of the Board

/s/ Paul E. Suckow

\_\_\_\_\_  
Paul E. Suckow, Participant

\_\_\_\_\_  
Name of Transferee (if applicable)

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**OIL-DRI CORPORATION OF AMERICA  
2006 LONG-TERM INCENTIVE PLAN  
DIRECTOR'S STOCK OPTION AGREEMENT**

This Director's Stock Option Agreement (this "Agreement") is made as of the 9th day of June, 2006 (the "Grant Date"), between Oil-Dri Corporation of America (the "Company"), and Michael A. Nemeroff (the "Participant").

**WHEREAS**, the Company has adopted the Oil-Dri Corporation of America 2006 Long-Term Incentive Plan (the "Plan"), subject to approval and ratification by the stockholders of the Company, in order to provide an opportunity for directors of the Company to purchase shares of the Company's stock; and

**WHEREAS**, the Committee responsible for administration of the Plan has determined to grant an Option to the Participant as provided herein;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Grant of Option.

1.1 The Company hereby grants to the Participant the right and option (the "Option") to purchase all or any part of an aggregate of 10,000 whole shares of Common Stock subject to, and in accordance with, the terms and conditions set forth in this Agreement.

1.2 The Option is not intended to qualify as an Incentive Stock Option within the meaning of Section 422 of the Internal Revenue Code.

1.3 This Agreement shall be construed in accordance and consistent with, and subject to, the provisions of the Plan (the provisions of which are incorporated herein by reference); and, except as otherwise expressly set forth herein, the capitalized terms used in this Agreement shall have the same definitions as set forth in the Plan.

2. Purchase Price.

The price at which the Participant shall be entitled to purchase shares upon the exercise of the Option shall be \$18.53 per share.

3. Duration of Option.

The Option shall be exercisable to the extent and in the manner provided herein for a period of ten (10) years from the Grant Date (the "Exercise Term"); provided, however, that the Option may be earlier terminated as provided in Sections 6-10 hereof.

4. Exercisability of Option.

Unless otherwise provided in this Agreement, the Option shall entitle the Participant to purchase, in whole at any time or in part from time to time, one hundred percent (100%) of the total number of shares covered by the Option on or after the first anniversary of the Grant Date. Notwithstanding the foregoing, in no event will the Option, or any portion thereof, be exercisable prior to the approval and ratification by the Company's stockholders of the adoption of the Plan.

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5. Manner of Exercise and Payment.

5.1 Subject to the terms and conditions of this Agreement and the Plan, the Option may be exercised by delivery of written notice of exercise to the Company, at its principal executive office. Such notice shall be signed by the Participant and shall state that the Participant is electing to exercise the Option and the number of shares in respect of which the Option is being exercised.

5.2 The notice of exercise shall be accompanied by the full purchase price for the shares in respect of which the Option is being exercised, in (i) cash or by check or, if indicated in the notice, such payment shall follow by check from a registered broker acting as agent on behalf of the Participant or (ii) by transferring to the Company shares of the Company's stock held by the Participant for at least six months prior to the exercise of the Option and having a Fair Market Value on the date of exercise equal to the cash amount for which such shares are substituted.

5.3 Upon receipt of notice of exercise and full payment for the shares of stock in respect of which the Option is being exercised, the Company shall take such action as may be necessary to effect the transfer to the Participant of the number of shares of stock as to which such exercise was effective.

5.4 The Participant shall not be deemed to be the owner of, or to have any of the rights of an owner with respect to any shares of stock subject to the Option until (i) the Option shall have been exercised pursuant to the terms of this Agreement, (ii) the Company shall have issued and delivered the shares to the Participant, and (iii) the Participant's name shall have been entered as a stockholder of record on the books of the Company, whereupon the Participant shall have full voting and other ownership rights with respect to such shares.

6. Termination of Service.

6.1 Retirement, Disability or Death.

If the Participant's service as a director of the Company terminates as the result of the Participant's Retirement from service as a director; or as a result of the Disability of the Participant as defined in the Plan; or upon the death of the Participant, the Option shall become immediately and fully exercisable, except as may be otherwise provided in Section 10 of this Agreement. The Participant (or a deceased Participant's legal representative or beneficiary) may exercise the Option at any time within three years after such Retirement, Disability, or death. Retirement means the Participant's termination of service as a director that occurs after the completion of three (3) years of service (whether before or after the Grant Date), provided that any interval of less than one (1) year extending from the date of one annual meeting of stockholders of the Company to the date of the next such meeting shall qualify as one year for this purpose.

6.2 Other Termination of Service.

Generally, if the Participant's service as a director of the Company terminates for any reason other than those set forth in Section 6.1, the Participant may, at any time within ninety (90) days after such termination, exercise the Option to the extent, but only to the extent, that the Option or portion thereof was exercisable on the date of termination. However, if the Participant's service is terminated for Cause, as defined in the Plan, any unexercised portion of the Option shall be immediately forfeited and may not be exercised by the Participant.

6.3 No Extension of Exercise Term.

Notwithstanding the terms of Section 6.1 or 6.2 above or Section 7 below, in no event may the Option be exercised by anyone after the expiration of the Exercise Term.

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7. Effect of Change of Control.

In the event of a Change of Control of the Company, as defined in the Plan, the Option shall become immediately and fully exercisable, except as may be otherwise provided in Section 10 of this Agreement. If the Participant's service as a director of the Company terminates for any reason at or after a Change of Control, the Participant may exercise the Option at any time within three years after his or her termination of service.

8. Non-transferability.

The Option shall not be transferable other than by will or the laws of descent and distribution or as otherwise permitted by the Plan. During the lifetime of the Participant the Option shall be exercisable only by the Participant, unless it has been transferred as permitted by the Plan.

9. Adjustments.

Upon the occurrence of various corporate events as described in Section 5.4 of the Plan, the Committee may make appropriate adjustments to the number or class of shares of stock subject to the Option and the purchase price for such shares. The Committee's adjustment shall be final, binding and conclusive for all purposes of this Agreement.

10. Terminating Event/Exercisability.

Should the Company's stockholders fail to approve and ratify the adoption of the Plan prior to March 14, 2007, the Option will be null and void and of no force and effect. In no event will the Option, or any portion thereof, be exercisable prior to the approval and ratification by the Company's stockholders of the adoption of the Plan.

11. Payment of Taxes.

The Participant shall be solely responsible for the payment of the federal, state and local income and self-employment taxes and other amounts as may be required by law.

12. Participant Bound by the Plan.

The Participant hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all the terms and provisions thereof.

13. Modification of Agreement.

This Agreement may be modified, amended, suspended or terminated, and any terms or conditions may be waived, but only by a written instrument executed by the parties hereto.

14. Severability.

Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.

15. Governing Law.

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the conflicts of laws principles thereof.

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16. Successors in Interest.

This Agreement shall inure to the benefit of and be binding upon any successor to the Company. This Agreement shall inure to the benefit of the Participant's legal representatives or, if applicable, a transferee and the transferee's legal representatives. Except as otherwise provided herein or in the Plan, all obligations imposed upon the Participant and all rights granted to the Company under this Agreement shall be final, binding and conclusive upon any transferee and upon the Participant's or transferee's heirs, executors, administrators and successors.

17. Resolution of Disputes.

Any dispute or disagreement which may arise under, or as a result of, or in any way relate to, the interpretation, construction or application of this Agreement shall be determined by the Committee. Any determination made hereunder shall be final, binding and conclusive on the Participant and Company for all purposes.

**OIL-DRI CORPORATION OF AMERICA**

By: /s/ Richard M. Jaffee

\_\_\_\_\_  
Richard M. Jaffee,  
Chairman of the Board

/s/ Michael A. Nemeroff

\_\_\_\_\_  
Michael A. Nemeroff, Participant

\_\_\_\_\_  
Name of Transferee (if applicable)

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**Release:** Immediate

**Contact:** Ronda J. Williams  
312-706-3232

### **Michael Nemeroff Joins Oil-Dri's Board of Directors**

CHICAGO – June 6, 2006 – Oil-Dri Corporation of America (NYSE: ODC) announced today that Michael Nemeroff, President of Chicago-based law firm Vedder, Price, Kaufman & Kammholz, P.C. was appointed to its Board of Directors.

“It is with great pleasure that we welcome Michael Nemeroff to our Board of Directors,” said Dan Jaffee, President and CEO. “I have known and worked with Michael for many years and am sure his legal expertise and extensive business experience will be of great value to Oil-Dri. He will bring a fresh and invigorating perspective to the Board.”

Mr. Nemeroff received his bachelor's degree from the State University of New York at Binghamton and earned a J.D. from the National Law Center of George Washington University.

In 1988, Mr. Nemeroff joined the law firm of Vedder, Price, Kaufman and Kammholz, where he has been the Chairman of Finance and Transactions and an equity partner for over 10 years. Mr. Nemeroff has served on the firm's Board of Directors since 1998 and is currently on the board's Executive Committee.

Mr. Nemeroff serves as a legal advisor to the G100, an international organization of leading chief executive officers from Fortune 500 publicly traded corporations, and is a board member for the Chicago Children's Choir, a non-for-profit organization devoted to musical development in children.

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*Oil-Dri Corporation of America is a leading supplier of specialty sorbent products for industrial, automotive, agricultural, horticultural and specialty markets and the world's largest manufacturer of cat litter.*

*This release contains certain forward-looking statements regarding the company's expected performance for future periods, and actual results for such periods might materially differ. Such forward-looking statements are subject to uncertainties which include, but are not limited to, intense competition from much larger organizations in the consumer market; the level of success in implementation of price increases and surcharges; increasing acceptance of genetically modified and treated seed and other changes in overall agricultural demand; increasing regulation of the food chain; changes in the market conditions, the overall economy, volatility in the price and availability of natural gas, fuel oil and other energy sources, and other factors detailed from time to time in the company's annual report and other reports filed with the Securities and Exchange Commission.*

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**Release:** Immediate**Contact:** Ronda J Williams  
312-706-3232

**Oil-Dri Announces Five-for-Four Stock Split  
and Quarterly Cash Dividends; Dividend Payout to Increase 25%**

CHICAGO – June 6, 2006 – The Board of Directors of Oil-Dri Corporation of America (NYSE: ODC) today approved two measures that will increase this quarter's cash dividend by approximately 25%.

Oil-Dri's Board announced a five-for-four stock split, to be effected by a stock dividend of one-quarter share for each outstanding share of the Company's Common Stock and Class B Stock. The Board also declared quarterly cash dividends of \$0.12 per share of outstanding Common Stock and \$0.09 per share of outstanding Class B Stock, to be paid on the increased number of outstanding shares after the five-for-four stock split. For stockholders continuing to hold their shares through the record date, the result will be a 25% increase in the amount of the quarterly cash dividend payout they receive.

The stock and cash dividends will be payable on September 8, 2006 to stockholders of record at the close of business on August 4, 2006. The stock dividend will be paid only in whole shares; any fractional shares resulting from the stock split will be accumulated by the Company's transfer agent, sold and then distributed in the form of cash on a pro rata basis to any stockholders who would have received fractional shares.

The Company has paid cash dividends continuously since 1974.

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*Oil-Dri Corporation of America is a leading supplier of specialty sorbent products for industrial, automotive, agricultural, horticultural and specialty markets and the world's largest manufacturer of cat litter.*

*This release contains certain forward-looking statements regarding the company's expected performance for future periods, and actual results for such periods might materially differ. Such forward-looking statements are subject to uncertainties which include, but are not limited to, intense competition from much larger organizations in the consumer market; the level of success in implementation of price increases and surcharges; increasing acceptance of genetically modified and treated seed and other changes in overall agricultural demand; increasing regulation of the food chain; changes in the market conditions, the overall economy, volatility in the price and availability of natural gas, fuel oil and other energy sources, and other factors detailed from time to time in the company's annual report and other reports filed with the Securities and Exchange Commission.*

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