

RTI INTERNATIONAL METALS INC
 Form 4
 February 04, 2014

FORM 4 UNITED STATES SECURITIES AND EXCHANGE COMMISSION
 Washington, D.C. 20549

OMB APPROVAL

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STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person *
 Whalen Chad

2. Issuer Name and Ticker or Trading Symbol
 RTI INTERNATIONAL METALS INC [RTI]

5. Relationship of Reporting Person(s) to Issuer
 (Check all applicable)

(Last) (First) (Middle)
 1000 WARREN AVENUE
 (Street)

3. Date of Earliest Transaction (Month/Day/Year)
 01/31/2014

____ Director _____ 10% Owner
 Officer (give title below) _____ Other (specify below)
 VP & General Counsel

NILES, OH 44446
 (City) (State) (Zip)

4. If Amendment, Date Original Filed(Month/Day/Year)

6. Individual or Joint/Group Filing(Check Applicable Line)
 Form filed by One Reporting Person
 Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

| 1. Title of Security (Instr. 3) | 2. Transaction Date (Month/Day/Year) | 2A. Deemed Execution Date, if any (Month/Day/Year) | 3. Transaction Code (Instr. 8) | 4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5) | 5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4) | 6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4) | 7. Nature of Ownership (Instr. 4) |
|---------------------------------|--------------------------------------|--|--------------------------------|---|---|--|-----------------------------------|
| | | | | (A) or (D) | Price | | |
| Common Stock | 01/31/2014 | | A | 3,012 | A \$ 0 ⁽¹⁾ | 15,824 | D |
| Common Stock | 01/31/2014 | | F | 578 | D \$ 31.19 | 15,246 | D |
| Common Stock | 01/31/2014 | | A | 1,140 ⁽²⁾ | A \$ 0 | 16,386 | D |

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control

SEC 1474 (9-02)

number.

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned
(e.g., puts, calls, warrants, options, convertible securities)

| 1. Title of Derivative Security (Instr. 3) | 2. Conversion or Exercise Price of Derivative Security | 3. Transaction Date (Month/Day/Year) | 3A. Deemed Execution Date, if any (Month/Day/Year) | 4. Transaction Code (Instr. 8) | 5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5) | 6. Date Exercisable and Expiration Date (Month/Day/Year) | 7. Title and Amount of Underlying Securities (Instr. 3 and 4) | 8. Amount or Number of Shares |
|--|--|--------------------------------------|--|--------------------------------|---|--|---|-------------------------------|
| Employee Stock Options | \$ 31.19 | 01/31/2014 | | A | 3,913 | (3) 01/31/2024 | Common Stock | 3,913 |

Reporting Owners

| Reporting Owner Name / Address | Relationships | | | |
|--|---------------|-----------|----------------------|-------|
| | Director | 10% Owner | Officer | Other |
| Whalen Chad 1000 WARREN AVENUE NILES, OH 44446 | | | VP & General Counsel | |

Signatures

Chad Whalen 02/04/2014

**Signature of Reporting Person

Date

Explanation of Responses:

* If the form is filed by more than one reporting person, see Instruction 4(b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

(1) Award of restricted stock made to a reporting person exempt under Rule 16b-3.

(2) Payout of Performance Share Awards for the three-year performance period ended 12/31/2013.

(3) Employee stock options which shall vest in three ratable installments on January 31, 2015, 2016 and 2017.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. Principal executive offices are located at 410 North Michigan Avenue, Suite 400, Chicago, Illinois 60611. ITEM 2. IDENTITY AND BACKGROUND (a) Name: Jaffee Investment Partnership, L.P. State of Delaware Principal Business: Investment Address of Principal Business: Oil-Dri Corporation of America 410 North Michigan Avenue Suite 400 Chicago, Illinois 60611 (d) No (e) No * * * * (a) Richard M. Jaffee (b) Oil-Dri Corporation of America 410 North Michigan Avenue Suite 400 Chicago, Illinois 60611 (c) Chairman of the Board Oil-Dri Corporation of America 410 North Michigan Avenue Suite 400 Chicago, Illinois 60611 (d) No (e)

No (f) United States * * * * (a) Shirley H. Jaffee (b) Oil-Dri Corporation of America 410 North Michigan Avenue Suite 400 Chicago, Illinois 60611 (c) None (d) No (e) No (f) United States * * * * (a) Susan Jaffee Hardin (b) Oil-Dri Corporation of America 410 North Michigan Avenue Suite 400 Chicago, Illinois 60611 (c) None (d) No (e) No (f) United States * * * * (a) Karen Jaffee Cofsky (b) Oil-Dri Corporation of America 410 North Michigan Avenue Suite 400 Chicago, Illinois 60611 (c) Vice President of Human Resources Oil-Dri Corporation of America 410 North Michigan Avenue Suite 400 Chicago, Illinois 60611 (d) No (e) No (f) United States * * * * (a) Nancy E. Jaffee (b) Oil-Dri Corporation of America 410 North Michigan Avenue Suite 400 Chicago, Illinois 60611 (c) None (d) No (e) No (f) United States * * * * (a) Daniel S. Jaffee (b) Oil-Dri Corporation of America 410 North Michigan Avenue Suite 400 Chicago, Illinois 60611 (c) President and CEO Oil-Dri Corporation of America 410 North Michigan Avenue Suite 400 Chicago, Illinois 60611 (d) No (e) No (f) United States

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION No purchase of securities of Oil-Dri Corporation of America ("Oil-Dri") was involved in the transaction which necessitated the filing of this Amendment No. 3 to Schedule 13D.

ITEM 4. PURPOSE OF TRANSACTION The purpose of the transaction initially requiring filing of this Schedule 13D (on January 21, 1998) was to form the Jaffee Investment Partnership, L.P., for estate planning purposes. This Schedule 13D was last previously amended by Amendment No. 2, filed on February 19, 1999, at which time the Jaffee Partnership held majority voting control of Oil-Dri; that percentage voting control has changed only minimally, from 53.7% to 53.9%, since Amendment No. 2, entirely because of Oil-Dri's repurchases of Common Stock on the open market reducing the number of shares of Common Stock outstanding. However, this Schedule 13D, since its initial filing, has also reported on the individual ownership of certain members of the Jaffee Family, including Daniel S. Jaffee, Oil-Dri's President and Chief Executive Officer, and Richard M. Jaffee, the Chairman of Oil-Dri's Board of Directors, and the filing of this Amendment No. 3 is required, as described below, by the combined effects on their respective percentages of beneficial ownership for purposes of Regulation 13D of (i) vesting of employee stock options, (ii) gifts by the Richard M. Jaffee 1993 Annuity Trust, Daniel S. Jaffee trustee to the Richard M. Jaffee Revocable Trust of 6/21/74, Richard M. Jaffee trustee and by the Shirley H. Jaffee 1993 Annuity Trust, Daniel S. Jaffee trustee to the Shirley H. Jaffee Declaration of Trust of 7/12/93, Shirley H. Jaffee trustee and (iii) Oil-Dri's stock repurchases. Although these effects were inadvertently overlooked, delaying the filing of this Amendment No. 3, it is noted that information concerning their beneficial ownership has been correctly disclosed in Oil-Dri's proxy statements dated November 1, 2002 and October 31, 2003, as of the respective dates indicated in those proxy statements, and their individual beneficial ownership is of limited significance in light of the Jaffee Partnership's voting control since the filing of Amendment No. 2. The scheduled vesting on September 18, 2002 of Mr. Daniel S. Jaffee's right to exercise employee stock options to purchase 46,845 shares of Class B Stock resulted, sixty days prior to such vesting, in his being deemed to have become the beneficial owner of the Oil-Dri Common Stock into which such Class B Stock is convertible, which (together with reduction in the number of outstanding shares of Oil-Dri Common Stock resulting from Oil-Dri's stock repurchases) caused him to become a five percent beneficial owner of Oil-Dri's outstanding Common Stock (based on assumed exercise of all of his vested employee stock options and conversion of all of his Class B Stock to Common Stock). Subsequent further vesting and stock repurchases by Oil-Dri have brought his beneficial ownership of Oil-Dri's outstanding Common Stock to 6.6%. The purpose of the vesting of the employee stock options was to strengthen the commitment of key employees, such as Daniel S. Jaffee, to the success of Oil-Dri. Between January 31, 1999 (the date as of which beneficial ownership of Oil-Dri's Common Stock is shown in Amendment No. 2 to this Schedule 13D) and April 30, 2003 the number of outstanding shares of Oil-Dri's Common Stock decreased by 341,903 as a result of Oil-Dri's stock repurchases and the number of shares of Class B Stock beneficially owned by Mr. Richard M. Jaffee increased by 8,159 as a result of gifts by the Richard M. Jaffee 1993 Annuity Trust, Daniel S. Jaffee trustee to the Richard M. Jaffee Revocable Trust of 6/21/74, Richard M. Jaffee trustee and gifts by the Shirley H. Jaffee 1993 Annuity Trust, Daniel S. Jaffee trustee to the Shirley H. Jaffee Declaration of Trust of 7/12/93, Shirley H. Jaffee trustee. These changes combined to result in Mr. Richard M. Jaffee's beneficial ownership of outstanding Common Stock (based on assumed exercise of all of his vested employee stock options and conversion of all of his Class B Stock to Common Stock) reaching 7.2% as of April 30, 2003, an increase of 1% (from 6.2% to 7.2%) over the beneficial ownership reported in Amendment No. 2. Subsequent further stock repurchases and gifts have brought his beneficial ownership of Oil-Dri's outstanding Common Stock to 7.4%. The purpose of the gifts from one trust to another is financial planning. Daniel S. Jaffee has entered into a contract, which satisfies the requirements of Securities and Exchange Commission Rule 10b5-1, for exercise of employee stock

options and sale of the shares of Oil-Dri securities resulting from such exercise ("Rule 10b5-1 Sales Plan" or "Plan"). The possible sale period under Mr. Jaffee's Plan ends June 30, 2004. Daniel S. Jaffee plans to enter into a similar Plan subsequent to June 30, 2004. Thomas F. Cofsky has also entered into a contract, which satisfies the requirements of Securities and Exchange Commission Rule 10b5-1, for exercise of employee stock options and sale of the shares of Oil-Dri securities resulting from such exercise ("Rule 10b5-1 Sales Plan" or "Plan"). Mr. Cofsky's spouse, Karen Jaffee Cofsky, a Reporting Person hereunder, shares with him beneficial ownership of shares covered by the Plan. The possible sale period under Mr. Cofsky's Plan ends March 31, 2005. No other person named in Item 2 has any present plans or proposals which relate to or would result in the acquisition by any person of securities of Oil-Dri or the dispositions of securities of Oil-Dri. No person named in Item 2 has any present plans or proposals which relate to or would result in (i) any extraordinary corporate transaction of Oil-Dri or its subsidiaries, (ii) a sale or transfer of a material amount of assets of Oil-Dri or its subsidiaries, (iii) any change in the board of directors or management of Oil-Dri, (iv) any material change in Oil-Dri's present capitalization, dividend policy, business or corporate structure, (v) any change to Oil-Dri's charter or bylaws or other actions that may impede the acquisition of control of Oil-Dri by any person, (vi) causing Oil-Dri Common Stock to cease to be listed on the New York Stock Exchange, or to become eligible for termination of registration pursuant to Section 12(g)(4) under the Securities Exchange Act of 1934, or (vii) any action similar to those enumerated above.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER (a) Aggregate Number and Percentage of Class Beneficially owned The aggregate number and percentage of Class B shares (outstanding at April 30, 2004) beneficially owned by each person named in Item 2 and the aggregate number and percentage of Common Shares (outstanding at April 30, 2004) beneficially owned by each such person is shown below. In addition the percentage of Common Shares which would be beneficially owned by each such person, if his or her Class B shares were converted to Common Shares, is also shown. The percentage of total voting power of all shares beneficially owned by each person is also shown. Note that Class B shares are entitled to 10 votes per share.

| Name # | % of Class B Shares | % of # of Class B Shares | % of Common Shares if Class B Shares Owned Converted to Common | Detail of Common Shares | % of Common Shares | Detail of Common Shares | % of Common Shares | Detail of Common Shares | % of Common Shares |
|-------------------|---------------------|--------------------------|--|--|--------------------|---------------------------|--------------------|-------------------------|--------------------|
| Jaffee | 1,000,000 | 68.9% | 0% | Investment Partnership, 19.8% LP Voting Power | 53.9% | | | | |
| Richard M. Jaffee | 323,769 | 22.3% | 0% | Richard M. Jaffee Revocable Trust of 6/21/74. 100 shares held in joint tenancy with spouse. 92,884 shares held by spouse, Shirley H. Jaffee, as trustee under the Shirley H. Jaffee Declaration of Trust of 7/12/93. Mrs. Jaffee has voted these shares consistent with Mr. Jaffee's voting. | 7.4% | Power Trustee under 17.4% | | | |

| | | | | | | | | | |
|-------------------|--------|------|----|---|------|--|------|---------------------------|--|
| Shirley H. Jaffee | 92,984 | 6.4% | 0% | Shirley H. Jaffee Declaration of Trust of 7/12/93. 100 shares held in joint tenancy with spouse. | 2.2% | Voting Jaffee, as Power trustee under 5.0% | | | |
| Susan Hardin | 41,155 | 2.8% | 0% | Susan Hardin directly. in joint tenancy with spouse. Voting shares held as Power trustee for 35,553 2.4% minor children. shares held by spouse, Richard M. 11,093 Hardin. shares are in the form of 2,500 shares employee stock are in the options form of exercisable by employee stock spouse, options Richard M. exercisable Hardin, within by spouse, 60 days of the Richard M. date of this Hardin, within filing. 60 days of the date of this Mr. Hardin has filing. voted his shares Mr. Hardin has consistent voted his with Ms. shares Hardin's consistent voting. with Ms. Hardin's voting. | 1.9% | 3,000 spouse. Voting shares held as Power trustee for 35,553 2.4% minor children. shares held by spouse, Richard M. 11,093 Hardin. shares are in the form of 2,500 shares employee stock are in the options form of exercisable by employee stock spouse, options Richard M. exercisable Hardin, within by spouse, 60 days of the Richard M. date of this Hardin, within filing. 60 days of the date of this Mr. Hardin has filing. voted his shares Mr. Hardin has consistent voted his with Ms. shares Hardin's consistent voting. with Ms. Hardin's voting. | 2.7% | 7,500 shares 5,000 shares | |
| Karen Cofsky | 99,417 | 6.5% | 0% | Karen Cofsky directly. Cofsky directly. 2.7% 7,500 shares 5,000 shares Voting held as are in the Power trustee for form of 5.2% minor children. employee stock options 301 shares exercisable held in joint within 60 days tenancy with of the date of spouse. this filing. 6,750 shares 410 shares are in the held by form of spouse, Thomas employee stock F. Cofsky. options exercisable 7,500 shares within 60 days are in the of the date of form of this filing. employee stock options 62,500 shares exercisable by are in the spouse, Thomas form of F. Cofsky, employee stock within 60 days options of the date of exercisable by this filing. spouse, Thomas F. Cofsky, Mr. Cofsky has within 60 days voted his of the date of shares this filing. consistent with Mrs. Mr. Cofsky has Cofsky's voting. voted his shares consistent with Mrs. Cofsky's voting. | 3.0% | 3,000 spouse. Voting shares held as Power trustee for 35,553 2.4% minor children. shares held by spouse, Richard M. 11,093 Hardin. shares are in the form of 2,500 shares employee stock are in the options form of exercisable by employee stock spouse, options Richard M. exercisable Hardin, within by spouse, 60 days of the Richard M. date of this Hardin, within filing. 60 days of the date of this Mr. Hardin has filing. voted his shares Mr. Hardin has consistent voted his with Ms. shares Hardin's consistent voting. with Ms. Hardin's voting. | 2.7% | 7,500 shares 5,000 shares | |

=====
 ===== Nancy
 E. 29,031 22,931 shares 2.0% 4 Held directly. 0% Jaffee held directly. Voting 6,000 shares .7% Power held as 1.6%
 trustee for minor children. 100 shares held in joint tenancy with spouse.

----- Daniel S. 237,097 26,866 shares 14.4% 48,066
 4,900 shares 1.2% Jaffee held directly. held directly. Voting Power 100 shares 666 shares 6.6% 11.7% held in joint
 held by tenancy with spouse, Heidi spouse. M. Jaffee. 2 shares held 37,500 shares by spouse, are in the Heidi M. form
 of employee Jaffee. stock options 4,500 shares exercisable held as within 60 days trustee for of the date of minor
 children. this filing. 1,947 shares 5,000 shares held as are in the trustee of the form of Shirley H. employee stock
 Jaffee 1993 options Annuity Trust exercisable by dated 5/17/93. spouse, Heidi M. Jaffee, 1,932 shares within 60 days
 held as of the date of trustee of the this filing. Richard M. Jaffee Mrs. Jaffee 1993 Annuity has voted her Trust dated
 shares 5/17/93. consistent with Mr. 197,500 shares Jaffee's are in the voting. form of employee stock options
 exercisable within 60 days of the date of this filing. 4,250 shares are in the form of employee stock options exercisable
 by spouse, Heidi M. Jaffee, within 60 days of the date of this filing. Mrs. Jaffee has voted her shares consistent with
 Mr. Jaffee's voting.

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 ===== (b)
 The voting power and power of disposition of each person named in Item 2 is shown below.

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 ===== Sole
 Shared Detail of Sole Shared Dispos- Dispos- Shared Voting Voting Detail of Shared itive itive Dispositive Name
 Power Power Voting Power Power Power Power -----
 Jaffee 1,000,000 0 1,000,000 0 Investment Class B Class B Partnership, Shares Shares LP

----- Richard M. 230,785 92,984 92,884 Class B
 230,785 100 Held in Jaffee Class B Class B shares held by Class B Class B joint Shares Shares spouse, Shirley H.
 Shares Shares tenancy Jaffee, as trustee with under the Shirley spouse. H. Jaffee Declaration of Trust of 7/12/93. Mrs.
 Jaffee has voted these shares consistent with Mr. Jaffee's voting. 100 Class B Shares held in joint tenancy with spouse.

----- Shirley H. 92,884 100 Held in joint 92,884 100
 Held in Jaffee Class B Class B tenancy with Class B Class B joint Shares* Shares spouse. Shares Shares tenancy
 *Voting with of these spouse. shares has been consistent with Mr. Richard M. Jaffee's voting of his shares.

----- Susan 30,062 11,093 Class B Shares 30,062 100
 Held in Jaffee Class B Class B owned by Spouse, Class B Common joint Hardin Shares Shares Richard M. Hardin.
 Shares Shares tenancy with 38,153 Common Shares spouse. Common consist of 100 Shares shares held in joint
 tenancy with spouse and 38,053 shares owned by spouse, Richard M. Hardin. Mr. Hardin has voted his shares
 consistent with Ms. Hardin's voting.

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 =====
 Karen 36,616 62,801 Class B Shares 36,616 301 Held in Jaffee Class B Class B consist of 301 Class B Class B joint
 Cofsky Shares Shares shares held in Shares Shares tenancy joint tenancy with Shares spouse and 62,500 with shares
 owned by spouse. 5,059 spouse, Thomas F. 5,059 Common 7,910 Cofsky. Common Shares Common Shares Shares
 Common Shares owned by spouse, Thomas F. Cofsky. Mr. Cofsky has voted his shares consistent with Mrs. Cofsky's
 voting. ----- Nancy E. 28,931 100 Held in joint 28,031

100 Held in Jaffee Class B Class B tenancy with Class B Class B joint Shares Shares spouse. Shares Shares tenancy
 with 4 Common 4 Common spouse. Shares Shares -----
 Daniel S. 232,745 4,352 Class B Shares 232,745 100 Held in Jaffee Class B Class B consist of 100 Class B Class B
 joint Shares shares shares held in Shares Shares tenancy joint tenancy with 42,400 with spouse and 42,400 spouse.
 Common 5,666 4,252 shares Common Shares Common owned by spouse, Shares Shares Heidi M. Jaffee. Common
 Shares are owned by spouse, Heidi M. Jaffee. Mrs. Jaffee has voted her shares consistent with Mr. Jaffee's voting.

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 ===== (c)
 Transactions in last 60 days for each person named in Item 2 are shown below.

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 ===== # of Name

Date Securities Nature of Transaction Involved ----- Daniel S. 4/28/ 768 Class B Transfer of 384 shares from Jaffee 2004 Shares Richard M. Jaffee Annuity Trust (Daniel S. Jaffee, Trustee) to Richard M. Jaffee Revocable Trust; Transfer of 384 shares from Shirley H. Jaffee Annuity Trust (Daniel S. Jaffee, Trustee) to Shirley H. Jaffee Declaration Trust. ----- Richard M. 4/28/ 384 Class B Receipt by Richard M. Jaffee Jaffee 2004 Shares Revocable Trust of 384 shares from Richard M. Jaffee Annuity Trust (Daniel S. Jaffee, Trustee).

----- Shirley H. 4/28/ 384 Class B Receipt by Shirley H. Jaffee Jaffee 2004 Shares Declaration Trust of 384 shares from Shirley H. Jaffee Annuity Trust (Daniel S. Jaffee, Trustee). ===== (d)

No other person has the right to receive or the power to direct receipt of dividends from, or proceeds from the sale of, such securities. (e) Not applicable. ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER The Rule 10b5-1 Sales Plan adopted by Daniel S. Jaffee on March 23, 2004, as modified April 20, 2004, provides that Mr. Jaffee will exercise employee stock options to purchase up to 35,000 shares of Oil-Dri Class B Stock between April 20, 2004 and June 30, 2004, if the price of Oil-Dri Common Stock reaches various limits as stated in the Plan. The shares acquired upon option exercise pursuant to the Plan will be converted to Common Stock and sold and a portion of the sale proceeds used to pay the option exercise price and Mr. Jaffee's tax obligation. Mr. Jaffee has 37,500 employee stock options which will expire if not exercised by August 29,2004. Up to 35,000 of these options are included in those to be exercised (with the shares so acquired sold) under the Plan. The Rule 10b5-1 Sales Plan adopted by Thomas F. Cofsky on March 23, 2004, provides that Mr. Cofsky will exercise employee stock options to purchase up to 20,000 shares of Oil-Dri Class B Stock between April 1, 2004 and March 31, 2005, if the price of Oil-Dri Common Stock reaches various limits as stated in the Plan. The shares acquired upon option exercise pursuant to the Plan will be converted to Common Stock and sold and a portion of the sale proceeds used to pay the option exercise price and Mr. Cofsky's tax obligation. Mr. Cofsky has 7,500 employee stock options which will expire if not exercised by August 29, 2004. These options are included in those to be exercised (with the shares so acquired sold) under the Plan. The Limited Partnership Agreement ("Agreement") of the Jaffee Investment Partnership, L.P. provides that, subject to the limitations of the Agreement, the General Partners manage the partnership business, with all rights and powers of general partners as provided in the Delaware Revised Uniform Partnership Act. It further provides that certain decisions (distributions to Partners, sale, assignment or mortgage of, grant of security interest in, or pledge of, a Partnership Interest, borrowing, or lending, or purchasing of any security) cannot be made and, unless otherwise specifically provided in the Agreement, other decision and acts cannot be taken, unless approved by a majority of the Units held by General Partners; no General Partner holds more than three of the outstanding ten Units. It grants the power and authority over day-to-day decisions to Richard M. Jaffee as Managing General Partner. (Day-to-day decisions include the investment and reinvestment of Partnership assets in any property, including stock of any corporation, and execution of any documents deemed by the Managing General Partner to be necessary for the Partnership to conduct its business.) (See Exhibit 2 to the initial filing of this Schedule 13D, incorporated herein by reference.) Based upon consultation with counsel, the Partnership and its General Partners concluded that the initial filing of the Schedule 13D incorrectly characterized the Partnership and its General Partners as a group, and Amendment No. 1 corrected that characterization. See SOUTHLAND CORPORATION, SEC No Action Letter (1987). The Agreement is not clear as to whether Richard M. Jaffee, as the Managing General Partner, has the power to unilaterally dispose of or vote Oil-Dri stock held by the Partnership, and as to whether, if he has such power, it can be overridden by action of the General Partners by a majority of the Units. Accordingly, based on consultation with counsel, Mr. Jaffee acknowledges the possibility, for purposes of Regulation 13D, that he could be deemed to beneficially own, but disclaims ownership of, the Partnership's 1,000,000 shares of Class B Common Stock (and the 1,000,000 shares of Common Stock into which such Class B Common Stock is convertible), which would be in addition to the Class B Common Stock and Common Stock otherwise shown herein as owned by him. ITEM 7. MATERIAL TO BE FILED AS EXHIBITS Exhibit 1 Exhibit Pursuant To Article 13D-1 (k)(1)(iii) Exhibit 2 Rule 10b5-1 Sales Plan adopted by Daniel S. Jaffee on March, 23, 2004, as modified April 20, 2004 Exhibit 3 Rule 10b5-1 Sales Plan adopted by Thomas F. Cofsky on March 23, 2004 Exhibit 4 Jaffee Investment Partnership, L.P. Partnership Agreement * Exhibit 5 First Amendment to the Jaffee Investment Partnership, L.P. Partnership Agreement ** Exhibit 6 Power of Attorney *** * Incorporated by reference to Schedule 13D, dated January 19, 1998, filed January 21, 1998 by the Reporting Persons.

** Incorporated by reference to Amendment No. 2 to Schedule 13D, dated and filed February 19, 1999 by the Reporting Persons. *** Incorporated by reference to Amendment No. 1 to Schedule 13D, dated November 9, 1998, filed November 10, 1998 by the Reporting Persons. This Amendment No. 3 to Schedule 13D is filed on behalf of all of the persons identified on the Cover Page as Reporting Persons and includes, as Exhibit 1 attached, the agreement of all of those persons that such statement is filed on behalf of each of them. This Amendment also amends the Schedule 13D filed solely by Mr. Richard M. Jaffee, which was last previously amended on February 19, 1999 by Amendment No. 2 to this Schedule 13D, filed February 19, 1999. SIGNATURE After reasonable inquiry and to the best of the knowledge and belief of each of the undersigned, the undersigned certify that the information set forth in this statement is true, complete and correct. Date: JUNE 14, 2004 JAFFEE INVESTMENT PARTNERSHIP, L.P. By /s/ RICHARD M. JAFFEE * ----- Richard M. Jaffee Managing General Partner /s/ RICHARD M. JAFFEE * ----- Richard M. Jaffee /s/ SHIRLEY H. JAFFEE * ----- Shirley H. Jaffee /s/ SUSAN JAFFEE HARDIN * ----- Susan Jaffee Hardin /s/ KAREN JAFFEE COFSKY * ----- Karen Jaffee Cofsky /s/ NANCY E. JAFFEE * ----- Nancy E. Jaffee /s/ DANIEL S. JAFFEE * ----- Daniel S. Jaffee ----- * By /s/ MARYON GRAY Maryon Gray, by Power of Attorney EXHIBIT 1 PURSUANT TO RULE 13d-1 (k) (iii) TO SCHEDULE 13D OIL-DRI CORPORATION OF AMERICA FOR JAFFEE INVESTMENT PARTNERSHIP, L.P. ET AL The statement on Schedule 13D for Jaffee Investment Partnership, L.P. and each of the undersigned is filed on behalf of Jaffee Investment Partnership, L.P. and each of the undersigned. JAFFEE INVESTMENT PARTNERSHIP, L.P. By /s/ RICHARD M. JAFFEE * ----- Richard M. Jaffee Managing General Partner /s/ RICHARD M. JAFFEE * ----- Richard M. Jaffee /s/ SHIRLEY H. JAFFEE * ----- Shirley H. Jaffee /s/ SUSAN JAFFEE HARDIN * ----- Susan Jaffee Hardin /s/ KAREN JAFFEE COFSKY * ----- Karen Jaffee Cofsky /s/ NANCY E. JAFFEE * ----- Nancy E. Jaffee /s/ DANIEL S. JAFFEE * ----- Daniel S. Jaffee ----- * By /s/ MARYON GRAY Maryon Gray, by Power of Attorney EXHIBIT 2 DANIEL S. JAFFEE RULE 10B5-1 SALES PLAN This Rule 10b5-1 Sales Plan ("Plan") is adopted by Daniel S. Jaffee (the "Seller") on March 23, 2004 (the "Adoption Date"), to establish a systematic program by which Citigroup Global Markets Inc. ("Smith Barney" or "SB") will use its reasonable best efforts to sell on the Seller's behalf the shares of common stock ("Stock") of Oil-Dri Corporation of America ("Issuer"). A.) SALES PROGRAM 1.) The Seller's sales program consists of the following (check the applicable box or boxes): X CASHLESS EXERCISE, i.e., exercise vested options ("Options") granted to the Seller by the Issuer, sell the Stock issued upon such exercise, and use a portion of the sale proceeds to pay the Option exercise price and tax obligation, as specified in greater detail in Schedule A-1. -- CASH EXERCISE, i.e., exercise vested Options and sell the Stock upon exercise, using cash from a source other than the sale proceeds to pay the Option exercise price, as specified in greater detail in Schedule A-2. -- ALREADY-OWNED STOCK, i.e., sell the number of shares of Stock already owned by the Seller (including vested shares granted to the Seller pursuant to the Issuer's restricted share plan), as specified in greater detail in Schedule A-3. 2.) The Seller hereby appoints SB as the Seller's agent and attorney-in-fact to effect sales under this Plan. If the Seller's sales program consists of exercising vested Options, SB is granted authority to exercise Options on the Seller's behalf, and Schedule A-1 or A-2 (as applicable) will constitute the Seller's Option exercise form. 3.) The Seller agrees to pay SB the commission per share of Stock indicated on Schedules A-1, A-2 and A-3, as applicable. SB will deduct its commission and applicable transaction fees from the proceeds of any sale of Stock under this Plan. 4.) The exercise and sale prices, and number of Options to be exercised and shares of Stock to be sold, will be adjusted following such time as the Seller or the Issuer notifies SB of a Stock split or other recapitalization affecting the Stock ("Recapitalization"). 5.) The Seller acknowledges that it may not be possible to exercise options or sell Stock during the term of this Plan ("Term") due to: (i) a legal or contractual restriction applicable to the Seller (the existence of which the Seller shall promptly notify SB) or SB (the existence of which SB shall promptly notify the Seller), (ii) a market disruption (including without limitation a halt or suspension of trading in the Stock imposed by a court, governmental agency or self-regulatory organization), or (iii) rules governing order execution priority on the NASDAQ Stock Market or the New York Stock Exchange (whichever is applicable). If any of these items ceases to be applicable during the Term, SB will resume its sales activity to the extent it is reasonably able to do so and still be able to provide best execution. 6.) (Check the applicable box or boxes)

X The Seller is a member of the Issuer's board of directors, or is an "executive officer" for purposes of Section 402 of the Sarbanes-Oxley Act of 2002 ("SOA"). X The Seller is subject to the requirements of Section 16 of the Securities Exchange Act of 1934 ("Exchange Act"). -- The Seller is not subject to Section 402 of the SOA or to Section 16 of the Exchange Act. The Seller acknowledges that: (i) the Issuer may prohibit the Seller from engaging in certain types of transactions under this Plan if the Seller is subject to the SOA, and (ii) the Seller is solely responsible for complying with Section 16 of the Exchange Act in connection with this Plan, and will be solely responsible if any sales made under this Plan result in the Seller being liable for "short-swing profits" under Section 16(b). 7.) No later than three business days after a sale of Stock is made under this Plan, the Seller agrees to deposit (or make arrangements with the Issuer or its transfer agent to deposit) into an account at SB in his or her name the number of shares of Stock to be sold on any particular day on the Seller's behalf (including shares that have been issued as a result of a Recapitalization). If the Seller is selling vested shares of Stock under the Issuer's restricted stock plan in order to pay applicable withholding taxes, the Seller has arranged for a representative of the Issuer to notify a representative designated by SB of the number of shares of Stock necessary to be sold to satisfy the Seller's tax obligation. The proceeds of such sale shall be remitted by SB to the Issuer (net of SB's commissions and applicable transaction fees). If the Seller is selling Stock issued upon cashless exercise of Options, the Seller has arranged for a representative of the Issuer to notify a representative designated by SB of the percentage of the income from such sale necessary to satisfy the Seller's tax obligation. The amount necessary to satisfy the Seller's tax obligation will be remitted by SB to the Issuer. SB will not be responsible for the calculation of such taxes or payment of such taxes to the applicable governmental tax authority. 8.) For purposes of this Plan, a "business day" means any day on which SB is open for business. B.) ISSUER REPRESENTATIONS The Seller acknowledges that as a condition precedent to SB's acceptance of this Plan, the Issuer must execute the Issuer Representations Certificate in the form attached to this Plan. C.) SALE PERIOD, MODIFICATION AND TERMINATION 1.) No Sale Period (as defined in Schedules A-1, A-2 and A-3) may commence until two (2) business days after the Adoption Date. No Sale Period may be extended pursuant to the terms of Schedules A-1, A-2 and/or A-3 without: (i) the Issuer's written approval of such extension, and (ii) the Issuer's written representation that such extension does not violate the Issuer's trading policy. 2.) This Plan may not be modified unless: (i) the Seller provides SB with three (3) days prior written notice, (ii) the Seller and SB agree to such modification in writing, and (iii) the Issuer approves such modification in writing. Any such modification will contain the Seller's representation that as of the effective date of the modification, he or she is not aware of any material non-public information regarding the Issuer or any of its securities (including the Stock). 3.) This Plan will terminate on whichever of the following events occurs first: (a) if the Seller is a natural person, the date upon which SB receives notice of the Seller's death, (b) the date specified in Schedules A-1, A-2 and/or A-3 on which all sales under this Plan will cease, (c) any sale effected pursuant to this Plan that violates (or in the opinion of counsel to the Issuer or SB is likely to violate) any applicable Federal or State law or regulation or, if applicable, fails to comply (or in the opinion of counsel to the Issuer or SB is likely not to comply) with Rules 144, 145 or 701 under the Securities Act of 1933 (the "1933 Act"), (d) the Seller fails to comply in any material respect with its obligations under this Plan, (e) the Issuer and/or the Seller enter into a contract that prevents or materially restricts sales of Stock by the Seller under this Plan, (f) no later than two (2) business days after the date on which SB receives written notice that the Seller has terminated this Plan (which may be for any reason), (g) no later than two (2) business days after SB notifies the Seller in writing that SB has terminated this Plan (which may be for any reason), (h) no later than two (2) business days after the date on which SB receives notice that the Seller has filed a petition for bankruptcy or the adjustment of the Seller's debts, or a petition for bankruptcy has been filed against the Seller and has not been dismissed within thirty (30) calendar days of its filing, (i) no later than two (2) business days after the date on which SB receives written notice that the Issuer has withdrawn its Issuer Representations Certificate, and (j) as to sales resulting from an Option exercise, the date on which SB receives written notice from the Issuer that the Options specified in Schedules A-1 or A-2 have expired or been terminated or forfeited. D.) REPRESENTATIONS AND WARRANTIES 1.) The Seller makes the following representations. The representation in Subsection (a) is made on the Adoption Date. The remaining representations are made on the Adoption Date and are deemed to be restated during the Term. (a) He/she is not aware on the Adoption Date of any material nonpublic information with respect to the Issuer or any of its securities (including the Stock); (b) he/she is not subject to any legal, regulatory, or contractual restriction or undertaking that would prevent SB from conducting sales throughout the Term in accordance with Schedule A-1, A-2 and/or A-3; (c) he/she is entering into this Plan in good faith and not as part of a plan or scheme to evade the

prohibitions of Rule 10b5-1; (d) the Stock and Options subject to this Plan are not subject to any liens, security interests or other impediments to transfer (except for limitations imposed by Rules 144, 145 or 701, if the Seller is subject to these rules), nor is there any litigation, arbitration or other proceeding pending, or to the Seller's knowledge threatened, that would prevent or interfere with the exercise of Options or sale of Stock under this Plan; (e) he/she has not entered into or altered a corresponding or hedging transaction or put option equivalent with respect to the Stock to be sold pursuant to the Plan, and agrees not to enter into any such transaction while this Plan is in effect; and (f) he/she does not have authority, influence or control over any sales of Stock effected by SB pursuant to this Plan, and will not attempt to exercise any authority, influence or control over such sales. 2.) SB makes the following representations and warranties. These representations are made on the Adoption Date and are deemed to be restated during the Term. (a) No transaction under this Plan shall be effected through SB by an individual who is aware of material non-public information regarding the Issuer at the time of the transaction. SB has implemented reasonable policies and procedures, taking into consideration the nature of its business, to ensure that the individuals directly effecting transactions in Stock pursuant to this Plan do not violate the laws prohibiting trading on the basis of material nonpublic information. (b) This Plan constitutes SB's legal, valid and binding obligation enforceable against SB in accordance with its terms. There is no contractual restriction to which SB is subject, or any litigation, arbitration or other proceeding pending, or to SB's knowledge threatened, that would prevent or interfere with the SB's sale of Stock for the Seller under this Plan. E.) RULES 144, 145 AND 701 (CHECK THE APPLICABLE BOX OR BOXES)

----- X For purposes of Rule 144, the Seller is an "affiliate" of the Issuer or intends to sell shares of Stock under this Plan that are "restricted securities." -- The Seller acquired the Stock in a transaction covered by Rule 145. -- The Seller acquired the Stock under Rule 701 and intends to sell the Stock in accordance with Rule 701(g)(3). -- Neither Rule 144, 145, nor 701 is applicable to the Seller under this Plan. If the Seller is an "affiliate" of the Issuer, acquired the Stock under a Rule 145 transaction, or holds "restricted shares" which are not otherwise registered for resale under the 1933 Act, then all sales under this Plan will be made by SB in accordance with Rule 144 or Rule 145(d), as applicable. SB will conduct sales under Rule 701(g)(3) if the third box is checked (unless the Seller is an affiliate). The Seller agrees not to take, and agrees to cause any person or entity with whom the Seller would be required to aggregate sales of Stock under Rule 144 not to take, any action that would cause any such sale not to comply with Rule 144. SB will be responsible for filing each required Form 144. The Seller acknowledges and agrees that SB will make only one Form 144 filing at the beginning of each three-month period commencing prior to the first sale of Stock made under this Plan. The Seller agrees to advise SB promptly of any sale of Stock by the Seller (or any other person or entity whose sales of Stock would be aggregated with those of the Seller for purposes of compliance with the volume limitations of Rule 144) that is not covered by this Plan, except that the Seller may sell Stock outside of this Plan only if and to the extent that no such sale affects the amount of Stock that may be sold under this Plan in compliance with the volume limitations of Rule 144. The Seller acknowledges and agrees that: (i) sales under this Plan shall not be in any way affected by any sales outside of this Plan, and (ii) for purposes of this sentence, the term "Seller" shall mean and include the Seller and any other person or entity whose sales of Stock would be aggregated with those of the Seller for purposes of compliance with the volume limitations of Rule 144. The Seller acknowledges and agrees that he/she will provide SB with a signed and completed Form 144 no later than five business days prior to the beginning of each three-month period referenced in the paragraph above. F.) EXCHANGE ACT FILINGS The Seller is responsible for making any and all filings required by the Exchange Act in connection with this Plan. SB will not be required to: (i) make any of these filings on the Seller's behalf, (ii) review any Exchange Act filing made by the Seller, or (iii) determine whether any Exchange Act filing by the Seller has been made on a timely basis. SB will not be liable to the Seller for any misstatement, omission or defect in any of these filings. G.) INDEMNIFICATION AND LIMITATION OF LIABILITY; NO ADVICE 1.) The Seller agrees to indemnify and hold harmless SB (and its directors, officers, employees and affiliates) from and against all claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees and costs) arising out of or attributable to: (a) any material breach by the Seller of its obligations under this Plan, (b) the incorrectness or inaccuracy in any material respect of any of the Seller's representations and warranties (including the representation required by Section (C)(2) of this Plan), (c) any material violation by the Seller of applicable laws or regulations relating to this Plan or the transactions contemplated by this Plan; and (d) any exercise of Options under Schedule A-2 if cash is not available to pay the exercise price of such Options. This indemnification will survive the termination of this Plan. The Seller will have no indemnification obligation in the case of the gross negligence or willful misconduct of SB or any other

indemnified person. 2.) Regardless of any other term or condition of this Plan, SB will not be liable to the Seller for: (a) special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages of any kind, including but not limited to lost profits, lost savings, loss of use of facility or equipment, regardless of whether arising from breach of contract, warranty, tort, strict liability or otherwise, and even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen (provided however that the foregoing exculpation shall in no event be construed to limit compensatory damages arising out of or attributable to the negligence, gross negligence or willful misconduct of SB), or (b) any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond its reasonable control, including but not limited to failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, severe weather, market disruptions or other causes commonly known as "acts of God". In addition, SB will not be liable to the Seller in the event sales of Stock made in accordance with the terms of this Plan violate the Issuer's insider trading policies. 3.) The Seller acknowledges that SB has not provided the Seller with any tax, accounting or legal advice with respect to this Plan, including whether the Seller would be entitled to any of the affirmative defenses under Rule 10b5-1. H.) GOVERNING LAW This Plan will be governed by, and construed in accordance with, the laws of the State of New York, without regard to such State's conflict of laws rules. I.) ENTIRE AGREEMENT This Plan (including all Schedules) reflects the entire agreement between the parties concerning the sale of Stock under Rule 10b5-1, and supersedes any previous or contemporaneous agreements or promises concerning these sales, whether written or oral. In the event of a conflict between the terms and conditions of this Plan and the terms and conditions of: (i) any other agreement between the Seller and SB concerning sales of Stock under Rule 10b5-1, or (ii) any written instructions provided by the Issuer to the Seller concerning this Plan or Rule 10b5-1 plans in general, the terms and conditions of this Plan will govern. J.) ASSIGNMENT This Plan and each party's rights and obligations under this Plan may not be assigned or delegated without the written permission of the other party and will be for the benefit of each party's successors and permitted assigns, whether by merger, consolidation or otherwise. K.) ENFORCEABILITY IN THE EVENT OF BANKRUPTCY The Seller and SB acknowledge and agree that this Plan is a "securities contract," as such term is defined in Section 741(7) of Title 11 of the United States Code ("Bankruptcy Code"), entitled to all of the protections given such contracts under the Bankruptcy Code. L.) CONFIDENTIALITY SB will maintain the confidentiality of this Plan and will not disclose the specific terms of this Plan to any person or entity, except: (i) to employees, affiliates and agents of SB who have a legitimate business need to know such information, (ii) to any governmental agency having jurisdiction over SB or any self-regulatory organization of which it is a member, or (iii) to any other person or entity to the extent such disclosure is required by law or by a subpoena issued by a court of competent jurisdiction. M.) METHOD OF COMMUNICATION Except as otherwise specifically provided in this Plan, any communications required or permitted hereunder may be in writing or made orally, provided that any communications made orally must be confirmed in writing within one business day of such communication. Such written communications shall be directed to the parties as specified in Schedule "B." April 20, 2004 VIA TELECOPIER & REGULAR MAIL Suzanne Levirne Executive Financial Services Department Smith Barney 388 Greenwich Street, 18th Floor New York, NY 10013 Fax: 212-816-1164 RE: 10b5-1 Modification of Sales Plan Dated March 23, 2004 SB Account #383-1D640-15-246 Issuer: Oil-Dri Corporation of America (ODC) Dear Ms. Levirne: I wish to modify my Rule 10b5-1 Sales Plan dated March 23, 2004 with Smith Barney ("SB"). The requested changes are reflected on a replacement schedule A-1 dated April 20, 2004. (see attached replacement Schedule A-1). This will confirm that, as of the adoption date of this modification, I am not aware of any material non-public information with respect to ODC (Issuer) or its common stock. Please have an authorized representative of SB countersign this amendment and the attached Schedule A-1. Sincerely, /S/ DANIEL S. JAFFEE Seller - Daniel S. Jaffee Acknowledged by: /S/ MARYON GRAY Authorized Issuer's Representative Maryon Gray Accepted and Agreed to: Smith Barney /S/ SUZANNE LEVIRNE Suzanne Levirne Smith Barney, a division and servicemark of Citigroup Global Markets, Inc. SCHEDULE "A-1" NOTICE OF EXERCISE OF OPTIONS AND SALE OF STOCK OBTAINED UPON EXERCISE OF OPTIONS. Name of Seller: Daniel S. Jaffee Name of Issuer: Oil-Dri Corporation of America (PLEASE NOTE): It is the Seller's responsibility to ensure that Options will be vested prior to the date of exercise specified below. If the Seller authorizes the exercise of more than one vested Option grant, the Options will be exercised in the order in which the Seller lists them below. The Seller represents that the information below is accurate.* **SALES EFFORTS UNDER THIS PLAN WILL NOT COMMENCE EARLIER THAN TWO BUSINESS DAYS AFTER THE ADOPTION DATE. ----- a.)

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Date b.) Vesting c.) Sale Period** d.) # of e.) of Grant Date From ___ To ___ Option Shares "Limit" Or ___
 (Specific Day) Price Authorized to be Sold ----- 8/16/1994
 Fully 4/20/2004 to 6/30/2004 15,000 \$21.00 Vested -----
 8/29/1994 Fully 4/20/2004 to 6/30/2004 22,500 \$21.00 Vested
 ----- 9/18/1998 Fully 4/20/2004 to 6/30/2004 3,000 \$17.50
 Vested ----- 9/18/1998 Fully 5/1/2004 to 6/30/2004 3,000
 \$18.00 Vested ----- 9/18/1998 Fully 6/1/2004 to 6/30/2004
 3,000 \$18.50 Vested ----- THE MAXIMUM NUMBER OF
 SHARES TO BE SOLD UNDER THIS SCHEDULE IS 35,000.

----- SCHEDULE "A-1" (CONT'D.) 1. INSTRUCTIONS: In column (a), list the Options in the order in which they are to be exercised. In column (b), indicate vesting dates for all Options designated in Column (d). In column (c), state the first and last date on which the Stock is authorized to be sold during the Sale Period (Stock sales may occur on or between these dates). In column (d), state the maximum number of shares for which the Options are to be exercised. Do not aggregate with amounts authorized to be sold at a lower price during the same Sale Period. In column (e), write a dollar price which is the minimum price (the "Limit" Price) at which Stock is authorized to be sold per share during the Sale Period. All limit orders will be treated as "limit not held" orders. * The Seller may only use the broker-assisted cashless exercise and sale procedure as the method for financing the payment of the exercise price and any required withholding taxes. 2. Commission per share: 10 cents. ----- 3. Except as provided in paragraph 4 of this Schedule A-1, in the event the Options cannot be exercised and the corresponding number of Option shares of Stock to be sold in a Sale Period cannot be sold for any reason (check ONE of the following instructions): ___ the unsold amount will be carried forward and added to the number of shares of Stock authorized to be sold for each succeeding Sale Period (if any) until sold. X the unsold amount of Stock will not be sold and will not be carried over to the next specific Sale Period (if any). ___ neither alternative is applicable. 4. In the event an exercise of an Option and/or the sale of Stock cannot occur during a designated Sale Period because of an event described in Section A(5) of this Plan, that Sale Period will be extended upon the expiration of such event by the amount of time the Option exercise and/or Stock sale could not occur, and the Term will be correspondingly extended. 5. The maximum number of shares to be sold under this Schedule A-1 is 35,000. THIS SCHEDULE "A-1" IS AN INTEGRAL PART OF THE ATTACHED PLAN ENTERED INTO BY THE SELLER WITH SB AND IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH THEREIN. ACCOUNT # 383-1D640-15-246 /S/ DANIEL S. JAFFEE ----- Daniel S. Jaffee Accepted and Agreed to: SMITH BARNEY /S/ SUZANNE LEVIRNE ----- [Signature of authorized Executive Financial Services official] SUZANNE LEVIRNE, VICE PRESIDENT ----- [Name and title of authorized official] SCHEDULE "B" To Rule 10b5-1 Sales Plan Between Daniel S. Jaffee and SMITH BARNEY ("SB") Communications required by the Plan shall be made to the following persons in accordance with Section "M" of such Plan: [CONTACT INFORMATION OMITTED.] THIS SCHEDULE "B" IS AN INTEGRAL PART OF THE ATTACHED PLAN ENTERED INTO BY THE SELLER WITH SB AND IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH THEREIN. ISSUER REPRESENTATIONS March 23, 2004 To: Smith Barney As an authorized representative of the Issuer ("Issuer"), I hereby represent and covenant on the Issuer's behalf that: 1.) I have reviewed the attached Rule 10b5-1 Sales Plan ("Plan") of Daniel S. Jaffee (the "Seller") adopted on March 23, 2004, and have determined that it does not violate the Issuer's trading policy. 2.) If the Seller is a director or "executive officer" for purposes of Section 402 of the Sarbanes-Oxley Act of 2002, then (check only one box): -- The Seller may not exercise his/her vested Options and sell Stock issued upon such exercise in the manner described in Schedule A-1. X The Seller may exercise his/her vested Options and sell Stock issued upon such exercise in the manner permitted by the Issuer's stock option plan ("SOP"). 3.) If the Plan covers the exercise of Options granted under the SOP, any exercise of the Options under the Plan does not violate the terms and conditions of the SOP. The Issuer agrees to: (i) accept, acknowledge and effect the exercise of such Options by SB on the Seller's behalf upon receipt of a completed Schedule A-1 or A-2 (which shall constitute the Seller's Option exercise form), and (ii) notify SB promptly in writing if any of the Seller's Options have expired or been terminated or forfeited under the SOP. 4.) On any day that the Seller's Options are exercised pursuant to the Plan ("Instruction Date"), Issuer will instruct its transfer agent to deliver to SB, no later than three business days after the Instruction Date, the number of shares of Stock corresponding to the number of Options exercised (including any shares issued as a result of a Stock split or other recapitalization affecting

the Stock). 5.) The Issuer's obligations ("Obligations") set forth in Sections 3 and 4 above constitute its legal, valid and binding obligations enforceable against it in accordance with their terms, and there is no contractual restriction to which Issuer is subject, or any litigation or other proceeding pending, or to my knowledge threatened, that would preclude the Seller from exercising Options under the Plan. By: /S/ MARYON GRAY Maryon Gray, Assistant General Counsel EXHIBIT 3 THOMAS F. COFSKY RULE 10B5-1 SALES PLAN This Rule 10b5-1 Sales Plan ("Plan") is adopted by Thomas F. Cofsky (the "Seller") on March 23, 2004 (the "Adoption Date"), to establish a systematic program by which Citigroup Global Markets Inc. ("Smith Barney" or "SB") will use its reasonable best efforts to sell on the Seller's behalf the shares of common stock ("Stock") of Oil-Dri Corporation of America ("Issuer"). A.) SALES PROGRAM 1.) The Seller's sales program consists of the following (check the applicable box or boxes): X CASHLESS EXERCISE, i.e., exercise vested options ("Options") granted to the Seller by the Issuer, sell the Stock issued upon such exercise, and use a portion of the sale proceeds to pay the Option exercise price and tax obligation, as specified in greater detail in Schedule A-1. ? CASH EXERCISE, i.e., exercise vested Options and sell the Stock upon exercise, using cash from a source other than the sale proceeds to pay the Option exercise price, as specified in greater detail in Schedule A-2. ? ALREADY-OWNED STOCK, i.e., sell the number of shares of Stock already owned by the Seller (including vested shares granted to the Seller pursuant to the Issuer's restricted share plan), as specified in greater detail in Schedule A-3. 2.) The Seller hereby appoints SB as the Seller's agent and attorney-in-fact to effect sales under this Plan. If the Seller's sales program consists of exercising vested Options, SB is granted authority to exercise Options on the Seller's behalf, and Schedule A-1 or A-2 (as applicable) will constitute the Seller's Option exercise form. 3.) The Seller agrees to pay SB the commission per share of Stock indicated on Schedules A-1, A-2 and A-3, as applicable. SB will deduct its commission and applicable transaction fees from the proceeds of any sale of Stock under this Plan. 4.) The exercise and sale prices, and number of Options to be exercised and shares of Stock to be sold, will be adjusted following such time as the Seller or the Issuer notifies SB of a Stock split or other recapitalization affecting the Stock ("Recapitalization"). 5.) The Seller acknowledges that it may not be possible to exercise options or sell Stock during the term of this Plan ("Term") due to: (i) a legal or contractual restriction applicable to the Seller (the existence of which the Seller shall promptly notify SB) or SB (the existence of which SB shall promptly notify the Seller), (ii) a market disruption (including without limitation a halt or suspension of trading in the Stock imposed by a court, governmental agency or self-regulatory organization), or (iii) rules governing order execution priority on the NASDAQ Stock Market or the New York Stock Exchange (whichever is applicable). If any of these items ceases to be applicable during the Term, SB will resume its sales activity to the extent it is reasonably able to do so and still be able to provide best execution. 6.) (Check the applicable box or boxes) X The Seller is a member of the Issuer's board of directors, or is an "executive officer" for purposes of Section 402 of the Sarbanes-Oxley Act of 2002 ("SOA"). X The Seller is subject to the requirements of Section 16 of the Securities Exchange Act of 1934 ("Exchange Act"). -- The Seller is not subject to Section 402 of the SOA or to Section 16 of the Exchange Act. The Seller acknowledges that: (i) the Issuer may prohibit the Seller from engaging in certain types of transactions under this Plan if the Seller is subject to the SOA, and (ii) the Seller is solely responsible for complying with Section 16 of the Exchange Act in connection with this Plan, and will be solely responsible if any sales made under this Plan result in the Seller being liable for "short-swing profits" under Section 16(b). 7.) No later than three business days after a sale of Stock is made under this Plan, the Seller agrees to deposit (or make arrangements with the Issuer or its transfer agent to deposit) into an account at SB in his or her name the number of shares of Stock to be sold on any particular day on the Seller's behalf (including shares that have been issued as a result of a Recapitalization). If the Seller is selling vested shares of Stock under the Issuer's restricted stock plan in order to pay applicable withholding taxes, the Seller has arranged for a representative of the Issuer to notify a representative designated by SB of the number of shares of Stock necessary to be sold to satisfy the Seller's tax obligation. The proceeds of such sale shall be remitted by SB to the Issuer (net of SB's commissions and applicable transaction fees). If the Seller is selling Stock issued upon cashless exercise of Options, the Seller has arranged for a representative of the Issuer to notify a representative designated by SB of the percentage of the income from such sale necessary to satisfy the Seller's tax obligation. The amount necessary to satisfy the Seller's tax obligation will be remitted by SB to the Issuer. SB will not be responsible for the calculation of such taxes or payment of such taxes to the applicable governmental tax authority. 8.) For purposes of this Plan, a "business day" means any day on which SB is open for business. B.) ISSUER REPRESENTATIONS The Seller acknowledges that as a condition precedent to SB's acceptance of this Plan, the Issuer must execute the Issuer Representations Certificate in the form attached to this Plan. C.) SALE PERIOD,

MODIFICATION AND TERMINATION 1.) No Sale Period (as defined in Schedules A-1, A-2 and A-3) may commence until two (2) business days after the Adoption Date. No Sale Period may be extended pursuant to the terms of Schedules A-1, A-2 and/or A-3 without: (i) the Issuer's written approval of such extension, and (ii) the Issuer's written representation that such extension does not violate the Issuer's trading policy. 2.) This Plan may not be modified unless: (i) the Seller provides SB with three (3) days prior written notice, (ii) the Seller and SB agree to such modification in writing, and (iii) the Issuer approves such modification in writing. Any such modification will contain the Seller's representation that as of the effective date of the modification, he or she is not aware of any material non-public information regarding the Issuer or any of its securities (including the Stock). 3.) This Plan will terminate on whichever of the following events occurs first: (a) if the Seller is a natural person, the date upon which SB receives notice of the Seller's death, (b) the date specified in Schedules A-1, A-2 and/or A-3 on which all sales under this Plan will cease, (c) any sale effected pursuant to this Plan that violates (or in the opinion of counsel to the Issuer or SB is likely to violate) any applicable Federal or State law or regulation or, if applicable, fails to comply (or in the opinion of counsel to the Issuer or SB is likely not to comply) with Rules 144, 145 or 701 under the Securities Act of 1933 (the "1933 Act"), (d) the Seller fails to comply in any material respect with its obligations under this Plan, (e) the Issuer and/or the Seller enter into a contract that prevents or materially restricts sales of Stock by the Seller under this Plan, (f) no later than two (2) business days after the date on which SB receives written notice that the Seller has terminated this Plan (which may be for any reason), (g) no later than two (2) business days after SB notifies the Seller in writing that SB has terminated this Plan (which may be for any reason), (h) no later than two (2) business days after the date on which SB receives notice that the Seller has filed a petition for bankruptcy or the adjustment of the Seller's debts, or a petition for bankruptcy has been filed against the Seller and has not been dismissed within thirty (30) calendar days of its filing, (i) no later than two (2) business days after the date on which SB receives written notice that the Issuer has withdrawn its Issuer Representations Certificate, and (j) as to sales resulting from an Option exercise, the date on which SB receives written notice from the Issuer that the Options specified in Schedules A-1 or A-2 have expired or been terminated or forfeited. D.) REPRESENTATIONS AND WARRANTIES 1.) The Seller makes the following representations. The representation in Subsection (a) is made on the Adoption Date. The remaining representations are made on the Adoption Date and are deemed to be restated during the Term. (a) He/she is not aware on the Adoption Date of any material nonpublic information with respect to the Issuer or any of its securities (including the Stock); (b) he/she is not subject to any legal, regulatory, or contractual restriction or undertaking that would prevent SB from conducting sales throughout the Term in accordance with Schedule A-1, A-2 and/or A-3; (c) he/she is entering into this Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1; (d) the Stock and Options subject to this Plan are not subject to any liens, security interests or other impediments to transfer (except for limitations imposed by Rules 144, 145 or 701, if the Seller is subject to these rules), nor is there any litigation, arbitration or other proceeding pending, or to the Seller's knowledge threatened, that would prevent or interfere with the exercise of Options or sale of Stock under this Plan; (e) he/she has not entered into or altered a corresponding or hedging transaction or put option equivalent with respect to the Stock to be sold pursuant to the Plan, and agrees not to enter into any such transaction while this Plan is in effect; and (f) he/she does not have authority, influence or control over any sales of Stock effected by SB pursuant to this Plan, and will not attempt to exercise any authority, influence or control over such sales. 2.) SB makes the following representations and warranties. These representations are made on the Adoption Date and are deemed to be restated during the Term. (a) No transaction under this Plan shall be effected through SB by an individual who is aware of material non-public information regarding the Issuer at the time of the transaction. SB has implemented reasonable policies and procedures, taking into consideration the nature of its business, to ensure that the individuals directly effecting transactions in Stock pursuant to this Plan do not violate the laws prohibiting trading on the basis of material nonpublic information. (b) This Plan constitutes SB's legal, valid and binding obligation enforceable against SB in accordance with its terms. There is no contractual restriction to which SB is subject, or any litigation, arbitration or other proceeding pending, or to SB's knowledge threatened, that would prevent or interfere with the SB's sale of Stock for the Seller under this Plan. E.) RULES 144, 145 AND 701 (CHECK THE APPLICABLE BOX OR BOXES)

----- X For purposes of Rule 144, the Seller is an "affiliate" of the Issuer or intends to sell shares of Stock under this Plan that are "restricted securities." -- The Seller acquired the Stock in a transaction covered by Rule 145. -- The Seller acquired the Stock under Rule 701 and intends to sell the Stock in accordance with Rule 701(g)(3). -- Neither Rule 144, 145, nor 701 is applicable to the Seller under this Plan. If the

Seller is an "affiliate" of the Issuer, acquired the Stock under a Rule 145 transaction, or holds "restricted shares" which are not otherwise registered for resale under the 1933 Act, then all sales under this Plan will be made by SB in accordance with Rule 144 or Rule 145(d), as applicable. SB will conduct sales under Rule 701(g)(3) if the third box is checked (unless the Seller is an affiliate). The Seller agrees not to take, and agrees to cause any person or entity with whom the Seller would be required to aggregate sales of Stock under Rule 144 not to take, any action that would cause any such sale not to comply with Rule 144. SB will be responsible for filing each required Form 144. The Seller acknowledges and agrees that SB will make only one Form 144 filing at the beginning of each three-month period commencing prior to the first sale of Stock made under this Plan. The Seller agrees to advise SB promptly of any sale of Stock by the Seller (or any other person or entity whose sales of Stock would be aggregated with those of the Seller for purposes of compliance with the volume limitations of Rule 144) that is not covered by this Plan, except that the Seller may sell Stock outside of this Plan only if and to the extent that no such sale affects the amount of Stock that may be sold under this Plan in compliance with the volume limitations of Rule 144. The Seller acknowledges and agrees that: (i) sales under this Plan shall not be in any way affected by any sales outside of this Plan, and (ii) for purposes of this sentence, the term "Seller" shall mean and include the Seller and any other person or entity whose sales of Stock would be aggregated with those of the Seller for purposes of compliance with the volume limitations of Rule 144. The Seller acknowledges and agrees that he/she will provide SB with a signed and completed Form 144 no later than five business days prior to the beginning of each three-month period referenced in the paragraph above. F.) EXCHANGE ACT FILINGS The Seller is responsible for making any and all filings required by the Exchange Act in connection with this Plan. SB will not be required to: (i) make any of these filings on the Seller's behalf, (ii) review any Exchange Act filing made by the Seller, or (iii) determine whether any Exchange Act filing by the Seller has been made on a timely basis. SB will not be liable to the Seller for any misstatement, omission or defect in any of these filings. G.) INDEMNIFICATION AND LIMITATION OF LIABILITY; NO ADVICE 1.) The Seller agrees to indemnify and hold harmless SB (and its directors, officers, employees and affiliates) from and against all claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees and costs) arising out of or attributable to: (a) any material breach by the Seller of its obligations under this Plan, (b) the incorrectness or inaccuracy in any material respect of any of the Seller's representations and warranties (including the representation required by Section (C)(2) of this Plan), (c) any material violation by the Seller of applicable laws or regulations relating to this Plan or the transactions contemplated by this Plan; and (d) any exercise of Options under Schedule A-2 if cash is not available to pay the exercise price of such Options. This indemnification will survive the termination of this Plan. The Seller will have no indemnification obligation in the case of the gross negligence or willful misconduct of SB or any other indemnified person. 2.) Regardless of any other term or condition of this Plan, SB will not be liable to the Seller for: (a) special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages of any kind, including but not limited to lost profits, lost savings, loss of use of facility or equipment, regardless of whether arising from breach of contract, warranty, tort, strict liability or otherwise, and even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen (provided however that the foregoing exculpation shall in no event be construed to limit compensatory damages arising out of or attributable to the negligence, gross negligence or willful misconduct of SB), or (b) any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond its reasonable control, including but not limited to failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, severe weather, market disruptions or other causes commonly known as "acts of God". In addition, SB will not be liable to the Seller in the event sales of Stock made in accordance with the terms of this Plan violate the Issuer's insider trading policies. 3.) The Seller acknowledges that SB has not provided the Seller with any tax, accounting or legal advice with respect to this Plan, including whether the Seller would be entitled to any of the affirmative defenses under Rule 10b5-1. H.) GOVERNING LAW This Plan will be governed by, and construed in accordance with, the laws of the State of New York, without regard to such State's conflict of laws rules. I.) ENTIRE AGREEMENT This Plan (including all Schedules) reflects the entire agreement between the parties concerning the sale of Stock under Rule 10b5-1, and supersedes any previous or contemporaneous agreements or promises concerning these sales, whether written or oral. In the event of a conflict between the terms and conditions of this Plan and the terms and conditions of: (i) any other agreement between the Seller and SB concerning sales of Stock under Rule 10b5-1, or (ii) any written instructions provided by the Issuer to the Seller concerning this Plan or Rule 10b5-1 plans in general, the terms and conditions of this Plan will govern. J.) ASSIGNMENT This Plan and each party's rights and obligations under this Plan may not be

assigned or delegated without the written permission of the other party and will be for the benefit of each party's successors and permitted assigns, whether by merger, consolidation or otherwise. K.) ENFORCEABILITY IN THE EVENT OF BANKRUPTCY The Seller and SB acknowledge and agree that this Plan is a "securities contract," as such term is defined in Section 741(7) of Title 11 of the United States Code ("Bankruptcy Code"), entitled to all of the protections given such contracts under the Bankruptcy Code. L.) CONFIDENTIALITY SB will maintain the confidentiality of this Plan and will not disclose the specific terms of this Plan to any person or entity, except: (i) to employees, affiliates and agents of SB who have a legitimate business need to know such information, (ii) to any governmental agency having jurisdiction over SB or any self-regulatory organization of which it is a member, or (iii) to any other person or entity to the extent such disclosure is required by law or by a subpoena issued by a court of competent jurisdiction. M.) METHOD OF COMMUNICATION Except as otherwise specifically provided in this Plan, any communications required or permitted hereunder may be in writing or made orally, provided that any communications made orally must be confirmed in writing within one business day of such communication. Such written communications shall be directed to the parties as specified in Schedule "B."

SCHEDULE "A-1" NOTICE OF EXERCISE OF OPTIONS AND SALE OF STOCK OBTAINED UPON EXERCISE OF OPTIONS. Name of Seller: Thomas F. Cofsky Name of Issuer: Oil-Dri Corporation of America (PLEASE NOTE): It is the Seller's responsibility to ensure that Options will be vested prior to the date of exercise specified below. If the Seller authorizes the exercise of more than one vested Option grant, the Options will be exercised in the order in which the Seller lists them below. The Seller represents that the information below is accurate. * **SALES EFFORTS UNDER THIS PLAN WILL NOT COMMENCE EARLIER THAN TWO BUSINESS DAYS AFTER THE ADOPTION DATE.

| Grant Date | From | To | Option Shares | "Limit" Or (Specific Day) Price | Authorized to be Sold |
|---|-------|------------------------|---------------|---------------------------------|-----------------------|
| 8/29/1994 | Fully | 4/1/2004 to 7/31/2004 | 7,500 | \$21.00 | |
| Vested 8/1/2004 to 8/29/2004 (sell all \$19.62 unsold shares) | | | | | |
| 9/18/1998 | Fully | 4/1/2004 to 3/31/2005 | 1,500 | \$17.50 | |
| Vested 9/18/1998 Fully 5/1/2004 to 3/31/2005 1,500 \$18.00 | | | | | |
| 9/18/1998 | Fully | 6/1/2004 to 3/31/2004 | 1,500 | \$18.50 | |
| Vested 9/18/1998 Fully 7/1/2004 to 3/31/2005 1,500 \$19.00 | | | | | |
| 9/18/1998 | Fully | 8/1/2004 to 3/31/2005 | 1,500 | \$19.50 | |
| Vested 9/18/1998 Fully 9/1/2004 to 3/31/2005 1,500 \$20.00 | | | | | |
| 9/18/1998 | Fully | 10/1/2004 to 3/31/2005 | 1,500 | \$20.50 | |
| Vested 9/18/1998 Fully 11/1/2004 to 3/31/2005 2,000 \$21.00 | | | | | |

SCHEDULE "A-1" (CONT'D.) 1. INSTRUCTIONS: In column (a), list the Options in the order in which they are to be exercised. In column (b), indicate vesting dates for all Options designated in Column (d). In column (c), state the first and last date on which the Stock is authorized to be sold during the Sale Period (Stock sales may occur on or between these dates). In column (d), state the maximum number of shares for which the Options are to be exercised. Do not aggregate with amounts authorized to be sold at a lower price during the same Sale Period. In column (e), write a dollar price which is the minimum price (the "Limit" Price) at which Stock is authorized to be sold per share during the Sale Period. All limit orders will be treated as "limit not held" orders. * The Seller may only use the broker-assisted cashless exercise and sale procedure as the method for financing the payment of the exercise price and any required withholding taxes. 2. Commission per share: 10 cents. 3. Except as provided in paragraph 4 of this Schedule A-1, in the event the Options cannot be exercised and the corresponding number of Option shares of Stock to be sold in a Sale Period cannot be sold for any reason (check ONE of the following instructions): ___ the unsold amount will be carried forward and added to the number of shares of Stock authorized to be sold for each succeeding Sale Period (if any) until sold. X the unsold amount of Stock will not be sold and will not be carried over to the next specific Sale Period (if any). ___ neither alternative is applicable. 4. In the event an exercise of an Option and/or the sale of Stock cannot occur during a designated Sale Period because of an event described in Section A(5) of this Plan, that Sale Period will be extended upon the expiration of such event by the amount of time the Option exercise and/or Stock sale could not occur, and the Term will be correspondingly extended. 5. The maximum number of shares to be sold under this Schedule A-1 is 20,000. THIS SCHEDULE "A-1" IS AN INTEGRAL PART OF THE ATTACHED PLAN ENTERED INTO BY

THE SELLER WITH SB AND IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH THEREIN. ACCOUNT # 383-05109-17-246 /S/ THOMAS F. COFSKY ----- Thomas F. Cofsky Accepted and Agreed to: SMITH BARNEY /S/ SUZANNE LEVIRNE ----- [Signature of authorized Executive Financial Services official] SUZANNE LEVIRNE, VICE PRESIDENT ----- [Name and title of authorized official] SCHEDULE "B" To Rule 10b5-1 Sales Plan Between Thomas F. Cofsky and SMITH BARNEY ("SB") Communications required by the Plan shall be made to the following persons in accordance with Section "M" of such Plan: [CONTACT INFORMATION OMITTED.] THIS SCHEDULE "B" IS AN INTEGRAL PART OF THE ATTACHED PLAN ENTERED INTO BY THE SELLER WITH SB AND IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH THEREIN. ISSUER REPRESENTATIONS March 23, 2004 To: Smith Barney As an authorized representative of the Issuer ("Issuer"), I hereby represent and covenant on the Issuer's behalf that: 1.) I have reviewed the attached Rule 10b5-1 Sales Plan ("Plan") of Thomas F. Cofsky (the "Seller") adopted on March 23, 2004, and have determined that it does not violate the Issuer's trading policy. 2.) If the Seller is a director or "executive officer" for purposes of Section 402 of the Sarbanes-Oxley Act of 2002, then (check only one box): -- The Seller may not exercise his/her vested Options and sell Stock issued upon such exercise in the manner described in Schedule A-1. The Seller may exercise his/her vested Options and sell Stock issued upon such exercise in the manner permitted by the Issuer's stock option plan ("SOP"). 3.) If the Plan covers the exercise of Options granted under the SOP, any exercise of the Options under the Plan does not violate the terms and conditions of the SOP. The Issuer agrees to: (i) accept, acknowledge and effect the exercise of such Options by SB on the Seller's behalf upon receipt of a completed Schedule A-1 or A-2 (which shall constitute the Seller's Option exercise form), and (ii) notify SB promptly in writing if any of the Seller's Options have expired or been terminated or forfeited under the SOP. 4.) On any day that the Seller's Options are exercised pursuant to the Plan ("Instruction Date"), Issuer will instruct its transfer agent to deliver to SB, no later than three business days after the Instruction Date, the number of shares of Stock corresponding to the number of Options exercised (including any shares issued as a result of a Stock split or other recapitalization affecting the Stock). 5.) The Issuer's obligations ("Obligations") set forth in Sections 3 and 4 above constitute its legal, valid and binding obligations enforceable against it in accordance with their terms, and there is no contractual restriction to which Issuer is subject, or any litigation or other proceeding pending, or to my knowledge threatened, that would preclude the Seller from exercising Options under the Plan. By: /S/ MARYON GRAY Maryon Gray, Assistant General Counsel