

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Distribution Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Dial Corp		07/25/1996	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Dial Corporation		
Street Address:	15501 North Dial Boulevard		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260-1619		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1646508	HARTFORD HOUSE	
CORRESPONDENCE DATA			
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ATTORNEY DOCKET NUMBER:	49930.0036		
NAME OF SUBMITTER:	Damon L. Boyd		
Signature:	/Damon L. Boyd/		
Date:	02/21/2006		

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Total Attachments: 33

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DISTRIBUTION AGREEMENT

by and among

THE DIAL CORP,
a Delaware corporation,

THE DIAL CORPORATION,
a Delaware corporation,

and

EXHIBITGROUP INC.,
a Delaware corporation

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DISTRIBUTION AGREEMENT

This DISTRIBUTION AGREEMENT, dated as of July 25, 1996, by and among The Dial Corp, a Delaware corporation ("Dial"), The Dial Corporation, a newly formed Delaware corporation which is a wholly owned subsidiary of Dial ("Dial Consumer Products") and Exhibitgroup Inc., a Delaware corporation and a wholly owned subsidiary of Dial ("Exhibitgroup").

WITNESSETH:

WHEREAS, the Boards of Directors of Dial and Dial Consumer Products have determined that it is appropriate and desirable: (1) to consolidate into Dial Consumer Products certain of the businesses currently conducted by Dial directly and through certain of its subsidiaries and (2) to distribute to the holders of the issued and outstanding shares of common stock, par value \$1.50 per share, of Dial all of the issued and outstanding shares of common stock, par value \$0.01 per share, of Dial Consumer Products in accordance with Article III hereof (the "Distribution");

WHEREAS, such Distribution is intended to qualify as a tax-free spinoff under Section 355 of the Internal Revenue Code of 1986, as amended;

WHEREAS, in connection with the Distribution, (1) Exhibitgroup will merge with and into Dial, with Dial being the surviving corporation and assuming all of the rights and obligations of Exhibitgroup in accordance with Section 253 of the Delaware General Corporation Law ("DGCL") (the "Exhibitgroup Merger") and (2) LEN Inc., a wholly owned subsidiary of Dial, will merge with and into Dial, with Dial being the surviving corporation and assuming all of the rights and obligations of LEN Inc. in accordance with Section 253 of the DGCL, and, as a result of such merger, the name of Dial will be changed as set forth in Section 2.08; and

WHEREAS, the parties hereto have determined that it is necessary and desirable to set forth the principal corporate transactions required to effect such Distribution and to set forth other agreements that will govern certain other matters prior to or following such Distribution;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and intending to be legally bound thereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.01 General. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Affiliate: with respect to any specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person; provided, however, that for purposes of this Agreement, no member of either Group shall be deemed to be an Affiliate of any member of the other Group.

Agent: Dial, which shall act as distribution agent to distribute the shares of Dial Consumer Products Common Stock pursuant to the Distribution.

Aircraft Joint Ownership Agreement: the Aircraft Joint Ownership Agreement to be entered into between Dial and Dial Consumer Products, in the form attached hereto as Exhibit A, with such changes as may be mutually satisfactory to Dial and Dial Consumer Products.

Asset: any and all assets and properties, tangible or intangible, including the following: (1) cash, notes and accounts receivable (whether current or non-current); (2) certificates of deposit, banker's acceptances, stock, debentures, evidences of indebtedness, certificates of interest or participation in profit-sharing agreements, collateral-trust certificates, preorganization certificates or subscriptions, transferable shares, investment contracts, voting-trust certificates, fractional undivided interests in oil, gas or other

mineral rights, puts, calls, straddles, options and other securities of any kind; (3) trade secrets, confidential information, registered and unregistered trademarks, service marks, service names, trade styles and trade names, product bar codes and associated goodwill; statutory, common law and registered copyrights; applications for any of the foregoing, rights to use the foregoing and other rights in, to and under the foregoing; (4) rights under leases, contracts, licenses, permits, distribution arrangements, sales and purchase agreements, other agreements and business arrangements; (5) real estate and buildings and other improvements thereon; (6) leasehold improvements, fixtures, trade fixtures, machinery, equipment (including transportation and office equipment), tools, dies and furniture; (7) office supplies, production supplies, spare parts, other miscellaneous supplies and other tangible property of any kind; (8) raw materials, work-in-process, finished goods, consigned goods and other inventories; (9) prepayments or prepaid expenses; (10) claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind; (11) the right to receive mail, payments on accounts receivable and other communications; (12) lists of advertisers, records pertaining to advertisers and accounts, personnel records, lists and records pertaining to suppliers and agents, and books, ledgers, files and business records of every kind; (13) advertising materials and other printed or written materials; (14) goodwill as a going concern and other intangible properties; (15) employee contracts, including any rights thereunder to restrict an employee from competing in certain respects; and (16) licenses and authorizations issued by any governmental authority.

Assumed Armour Plans: those Plans of Armour and Company for which Dial Consumer Products has agreed to indemnify Dial, pursuant to Section 7.05 of this Agreement.

Business Day: any day other than a Saturday, a Sunday or a day on which banking institutions located in the States of Arizona, New York or Delaware are authorized or obligated by law or executive order to close.

Claims Administration: the processing of claims made under the Insurance Policies, including the reporting of claims to the insurance carrier, management and defense of claims and providing for appropriate releases upon settlement of claims.

Code: the Internal Revenue Code of 1986, as amended, or any successor legislation and the regulations promulgated thereunder.

Collective Bargaining Agreement: any collective bargaining or other labor agreement to which any member of either Group is a party, including those listed on Schedule 1.01(a).

Consumer Products Assets: subject to the provisions of the Other Agreements, (1) all of the Assets held by any member of either Group immediately prior to the Distribution Date, which Assets are used or held for use or necessary primarily in the operation of the Consumer Products Business rather than the Dial Business, (2) all of the outstanding shares of all classes of capital stock of the Consumer Products Subsidiaries and (3) all of the Assets listed on Schedule 1.01(b)(i).

Consumer Products Business: all of the businesses conducted immediately prior to the Distribution Date by any member of either Group and reported by Dial in the "Consumer Products" segment in the footnotes to the Dial consolidated financial statements (or which would have been so reported had it been conducted as of December 31, 1995) in the Annual Report on Form 10-K for the year ended December 31, 1995.

Consumer Products Claim: any claim against any Consumer Products Employee, Consumer Products Individual or member of the Consumer Products Group with respect to any injury, loss, Liability, damage or expense that (1) is or was incurred or asserted to have been incurred prior to the Distribution Date in, or in connection with, the conduct of the Dial Assets, the Consumer Products Assets, the Dial Business or the Consumer Products Business and (2) arose or may have arisen out of one or more occurrences or events that are or may be insured or insurable under one or more of the Dial Policies.

Consumer Products Director: any individual who is a director of Dial Consumer Products.

Consumer Products Employee: any individual who (1) immediately prior to the Distribution Date is an officer or employee of any member of either Group and (a) is primarily employed in the Consumer Products Business or (b) will be an employee of the Consumer Products Group immediately following the Distribution or (2) immediately prior to the Distribution Date is not an officer or employee of any member of either Group but at any time prior to the Distribution Date was an officer or employee of any member of either Group and throughout such period was primarily employed in the Consumer Products Business.

Consumer Products Free-Standing Qualified Plans: the plans listed in Schedule 7.01 hereto.

Consumer Products Group: Dial Consumer Products and the Consumer Products Subsidiaries.

Consumer Products Individual: any individual who (1) is a Consumer Products Employee or (2) is a beneficiary of any individual specified in clause (1).

Consumer Products Liabilities: subject to the provisions of the Other Agreements, all of the Liabilities of any member of either Group (1) which relate directly to the Consumer Products Assets or the Consumer Products Business as conducted immediately prior to the Distribution Date, whether incurred or arising prior to, or after, the Distribution Date, (2) which are specifically assumed by Dial Consumer Products under an express provision of this Agreement or (3) which are listed on Schedule 1.01(b)(ii).

Consumer Products Option Plan: a new Plan to be adopted by Dial Consumer Products in connection with the Distribution, pursuant to which, among other things, options to purchase, and restricted, shares of Dial Consumer Products Common Stock may be granted to Consumer Products Employees and Consumer Products Directors.

Consumer Products Plan: any Plan maintained or contributed to by any member of either Group prior to the Distribution Date primarily for the benefit of Consumer Products Employees.

Consumer Products Policies: all Insurance Policies, current and past, which relate to the Consumer Products Business and do not relate to the Dial Business, including the Insurance Policies listed on Schedule 1.01(c).

Consumer Products Qualified Plan: a Qualified Plan that (1) will be sponsored or maintained by any member of the Consumer Products Group, (2) will provide benefits for Consumer Products Individuals who, immediately prior to the Cut-Off Date, are active or inactive participants in or otherwise entitled to benefits under any Joint Qualified Plan or Consumer Products Free-Standing Qualified Plan and (3) is expected to provide benefits substantially identical to those provided by the Joint Qualified Plan or Consumer Products Free-Standing Qualified Plan in which such Consumer Products Individual currently participates.

Consumer Products Restricted Stock: shares of Dial Consumer Products Common Stock issued to an individual pursuant to the Consumer Products Option Plan subject to forfeiture in the event that certain terms and conditions are not satisfied.

Consumer Products Subsidiaries: all of the corporations listed on Schedule 1.01(d).

Consumer Products Support Agreements: any obligation or agreement of the Dial Group under any guarantee, letter of credit, letter of comfort or working capital maintenance agreement obtained prior to the Distribution Date for the benefit of the Consumer Products Business or any member of the Consumer Products Group.

Current Plan Year: the plan year or fiscal year, to the extent applicable with respect to any Plan, during which the Distribution Date occurs.

Cut-Off Date: the last day of the calendar month immediately preceding the Distribution Date or, if such day is less than 14 days before the Distribution Date, the last day of the next preceding calendar month.

Deferred Compensation Plan: the Deferred Compensation Plan of Dial.

DGCL: the Delaware General Corporation Law.

Dial: as defined in the recitals to this Agreement; provided that, for periods from and after the Distribution, references herein to "Dial" shall mean Dial as renamed: "Viad Corp".

Dial Assets: subject to the provisions of the Other Agreements, all of the Assets, other than the Consumer Products Assets, held immediately prior to the Distribution Date by any member of either Group.

Dial Business: all of the businesses, other than the Consumer Products Business, conducted immediately prior to the Distribution Date by any member of either Group.

Dial Common Stock: the common stock, par value \$1.50 per share, of Dial.

Dial Consumer Products: as defined in the recitals to this Agreement.

Dial Consumer Products Common Stock: the common stock, par value \$0.01 per share, of Dial Consumer Products.

Dial Director: any individual who is a director of Dial following the Distribution.

Dial Employee: any individual who at any time prior to the Distribution Date is or was an officer or employee of any member of any Group, other than a Consumer Products Employee.

Dial Employee Equity Trust: The Dial Corp Employee Equity Trust.

Dial ESOP: The Dial Companies Employees' Stock Ownership Plan, a Qualified Plan which is intended to meet the requirements of Section 4975(e)(7) of the Code.

Dial Group: Dial and its Affiliates, other than members of the Consumer Products Group.

Dial Incentive Plan: The Dial Corp Management Incentive Plan, and The Dial Corp Performance Unit Incentive Plan.

Dial Individual: any individual who (1) is a Dial Employee, (2) at any time prior to the Distribution Date is or was an officer or employee of any Former Dial Business or (3) is a beneficiary of any individual specified in clause (1) or (2).

Dial Liabilities: subject to the provisions of the Other Agreements, all of the Liabilities, other than the Consumer Products Liabilities, of any member of either Group including, without limitation, all liabilities specified on Schedule 1.01(e).

Dial Miscellaneous Plans: any Dial Plan other than (1) the Dial ESOP, (2) the Dial Option Plan, (3) any Qualified Plan, (4) the Dial Supplemental Plans, (5) the Deferred Compensation Plan, (6) any Welfare Plan, (7) any Dial Incentive Plan, (8) any Plan that provides for the payment of severance, salary continuation or similar benefits, (9) the Directors' Plans, (10) the Dial Employee Equity Trust and (11) any Plan that is governed by a Collective Bargaining Agreement. The Dial Miscellaneous Plans include but are not limited to the Plans listed on Schedule 1.01(f).

Dial Option: an option to purchase shares of Dial Common Stock granted pursuant to the Dial Option Plan, together with any stock appreciation right or limited stock appreciation right issued in connection therewith.

Dial Option Plan: the 1983 Stock Option and Incentive Plan of Dial and The Dial Corp 1992 Stock Incentive Plan.

Dial Performance Based Stock: Dial Restricted Stock issued under The Dial Corp 1992 Stock Incentive Plan subject to forfeiture if certain performance-based conditions are not met.

Dial Plan: any Plan maintained or contributed to by any member of either Group prior to the Distribution Date, other than a Consumer Products Plan.

Dial Policies: all Insurance Policies, current and past, which relate to both the Dial Business and the Consumer Products Business, including the Insurance Policies listed on Schedule 1.01(g).

Dial Restricted Stock: shares of Dial Common Stock issued to an individual pursuant to the Dial Option Plan subject to forfeiture in the event that certain terms and conditions are not satisfied.

Dial Supplemental Plans: The Dial Corp Supplemental Pension Plan and The Dial Corp Supplemental TRIM Plan.

Directors' Plans: the Deferred Compensation Plan for Directors, the Director's Retirement Benefit Plan and The Dial Corp Director's Charitable Award Program.

Disclosure Document: the Registration Statement on Form 10 and the related Information Statement.

Distribution: the distribution to holders of shares of Dial Common Stock to be effected pursuant to Article III on the basis of one share of Dial Consumer Products Common Stock for each share of Dial Common Stock held of record as of the Record Date.

Distribution Date: the date, to be determined by the Board of Directors of Dial, or the Executive Committee thereof, as of which the Distribution shall be effected.

ERISA: the Employee Retirement Income Security Act of 1974, as amended, or any successor legislation, and any regulations promulgated thereunder.

Exchange Act: the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

Exhibitgroup Merger: as defined in the recitals to this Agreement.

Final Date: the fifteenth Business Day after the Distribution Date.

Foreign Exchange Rate: with respect to any currency other than United States dollars as of any date, the average of the opening bid and asked rates on such date at which such currency may be exchanged for United States dollars as quoted by Citibank, N.A., except that, with respect to any Indemnifiable Loss covered by insurance, the Foreign Exchange Rate for such currency shall be determined as set forth in Section 4.03(e)(2).

Former Dial Businesses: all of the businesses and operations, (1) heretofore but not currently conducted by any member of the Dial Group or (2) currently or heretofore conducted by any former Subsidiary of any such member.

Gains Tax: the New York State Tax on Gains Derived from Certain Real Property Transfers.

Group: the Dial Group or the Consumer Products Group.

Hewitt: Hewitt Associates, a human resources consulting firm.

Indemnifiable Losses: all losses, Liabilities, damages, claims, demands, judgments or settlements of any nature or kind, known or unknown, fixed, accrued, absolute or contingent, liquidated or unliquidated, including all reasonable costs and expenses (legal, accounting or otherwise as such costs are incurred) relating thereto, suffered by an Indemnitee.

Indemnifying Party: a Person who or which is obligated under this Agreement to provide indemnification.

Indemnitee: a Person who may seek indemnification under this Agreement.

Indemnity Payment: an amount that an Indemnifying Party is required to pay to an Indemnitee pursuant to Article IV.

Information: all records, books, contracts, instruments, computer data and other data and information.

Information Statement: the Information Statement to be sent to the holders of shares of Dial Common Stock in connection with the Distribution.

Insurance Administration: with respect to each Insurance Policy, (1) the accounting for premiums (including retrospectively-rated premiums), defense costs, indemnity payments, deductibles and retentions as appropriate under the terms and conditions of each of the Insurance Policies, (2) the reporting to excess insurance carriers of any losses or claims which may cause the per-occurrence or aggregate limits of any Insurance Policy to be exceeded and (3) the distribution of Insurance Proceeds as contemplated by this Agreement.

Insurance Policy: insurance policies and insurance contracts of any kind that are owned or maintained by any member of either Group as the insured interest, including primary and excess policies, comprehensive general liability policies, automobile, aircraft and workers' compensation insurance policies, and self-insurance and captive insurance company arrangements, together with the rights, benefits and privileges thereunder.

Insurance Proceeds: those monies received by an insured from an insurance carrier or paid by an insurance carrier on behalf of the insured, in either case net of any applicable premium adjustment, retrospectively-rated premium, deductible, retention, cost or reserve paid or held by or for the benefit of such insured.

Insured Claims: those Liabilities that, individually or in the aggregate, are covered within the terms and conditions of any of the Insurance Policies, whether or not subject to deductibles, coinsurance, uncollectability or retrospectively-rated premium adjustments, but only to the extent that such Liabilities are within applicable Insurance Policy limits, including aggregates.

Interim Services Agreement: an interim services agreement to be entered into between Dial and Dial Consumer Products, in the form attached hereto as Exhibit B, with such changes as may be satisfactory to Dial and Dial Consumer Products, providing for (1) the Dial Group to make available certain personnel and services to the Consumer Products Group and (2) the Consumer Products Group to make available certain personnel and services to the Dial Group, in each case for a period of time following the Distribution Date.

IRS: the Internal Revenue Service.

Joint Defined Benefit Plan: the Dial Companies Retirement Income Plan.

Joint Qualified Plan: the Joint Defined Benefit Plan or the Joint Savings Plan.

Joint Savings Plan: the Dial Companies Capital Accumulation Plan.

Lease Agreement: a lease agreement to be entered into between an Affiliate of Dial and Dial Consumer Products, in the form attached hereto as Exhibit C, with such changes as may be mutually satisfactory to Dial and Dial Consumer Products, pursuant to which Dial Consumer Products will lease from such Affiliate of Dial certain premises located at Dial Tower, 1850 North Central Avenue, Phoenix, Arizona 85077.

Liabilities: all debts, liabilities and obligations, whether absolute or contingent, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising, and whether or not the same would properly be reflected on a balance sheet, including all costs and expenses relating thereto.

New Credit Facility: the credit facility to be entered into pursuant to Section 5.04(a).

NYSE: the New York Stock Exchange, Inc.

Other Agreements: the Interim Services Agreement, the Lease Agreement, the Trademark Letter of Understanding, the Aircraft Joint Ownership Agreement and the Tax Sharing Agreement.

Person: an individual, a partnership, a joint venture, a corporation, a trust, an unincorporated organization or a government or any department or agency thereof.

Plan: any plan, policy or arrangement or contract or agreement providing benefits (including bonuses, deferred compensation, incentive compensation, savings, stock purchases, pensions, profit sharing or retirement or other retiree benefits, including retiree medical benefits) for any group of employees or former employees or individual employee or former employee, or the beneficiary or beneficiaries of any such employee or former employee, whether formal or informal or written or unwritten and whether or not legally binding, and including any means, whether or not legally required, pursuant to which any benefit is provided by an employer to any employee or former employee or the beneficiary or beneficiaries of any such employee or former employee.

Prior Plan Year: to the extent applicable with respect to any Plan, any plan year or fiscal year that ended on or prior to the Cut-Off Date.

Qualified Plan: a Plan which is an employee pension benefit plan (within the meaning of Section 3(2) of ERISA) and which constitutes or is intended in good faith to constitute a qualified plan under Section 401(a) of the Code.

Record Date: the date to be determined by the Board of Directors of Dial, or the Executive Committee thereof, as the record date for determining stockholders of Dial entitled to receive the Distribution.

Registration Statement: a registration statement on Form 10 to effect the registration of the Dial Consumer Products Common Stock pursuant to the Exchange Act.

Representative: with respect to any Person, any of such Person's directors, officers, employees, agents, consultants, advisors, accountants, attorneys and representatives.

SEC: the Securities and Exchange Commission.

Securities Act: the Securities Act of 1933, as amended, together with the rules and regulations promulgated thereunder.

Service Agreement: any third-party administrator or claims handling agreement of any kind or nature to which any member of either Group is directly or indirectly a party, in effect as of the date hereof, related to the handling of Consumer Products Claims.

Subsidiary: with respect to any specified Person, any corporation or other legal entity of which such Person or any of its Subsidiaries controls or owns, directly or indirectly, more than 50% of the stock or other equity interest entitled to vote on the election of members to the board of directors or similar governing body; provided, however, that for purposes of this Agreement, (1) the Consumer Products Subsidiaries shall be deemed to be Subsidiaries of Dial Consumer Products and (2) the Consumer Products Subsidiaries shall not be deemed to be Subsidiaries of Dial or any of Dial's Subsidiaries.

Tax: as defined in the Tax Sharing Agreement.

Tax Sharing Agreement: a tax sharing agreement to be entered into between Dial and Dial Consumer Products substantially in the form attached hereto as Exhibit D, with such changes as may be mutually satisfactory to Dial and Dial Consumer Products.

Third-Party Claim: any claim, suit, arbitration, inquiry, proceeding or investigation by or before any court, any governmental or other regulatory or administrative agency or commission or any arbitration tribunal asserted by a Person who is not a party hereto.

Trademark Letter of Understanding: a letter of understanding with respect to trademarks to be entered into between Dial and Dial Consumer Products, in the form attached hereto as Exhibit E, with such changes as may be mutually satisfactory to Dial and Dial Consumer Products.

Transfer Tax: the New York State Real Estate Transfer Tax and the New York City Real Property Transfer Tax.

Welfare Plan: any Plan, including but not limited to the Plans listed on Schedule 1.01 (h), which is not a Qualified Plan and which provides medical, health, disability, accident, life insurance, death, dental or other welfare benefits, including any post-employment benefits or retiree medical benefits.

1.02 References to Time. All references in this Agreement to times of the day shall be to New York City time.

ARTICLE II

CERTAIN TRANSACTIONS PRIOR TO THE DISTRIBUTION DATE

2.01 Share Purchase Rights Plan; Certificate of Incorporation; Bylaws. Prior to the Distribution Date, Dial Consumer Products shall adopt a share purchase rights plan in a form mutually agreeable to Dial and Dial Consumer Products. Dial and Dial Consumer Products shall take all action necessary so that, at the Distribution Date, the Certificate of Incorporation and Bylaws of Dial Consumer Products shall be in the forms attached hereto as Exhibits F and G, respectively.

2.02 Issuance of Stock. Prior to or as of the Distribution Date, the parties hereto shall take all steps necessary to reclassify the outstanding shares of Dial Consumer Products Common Stock so that, except as otherwise contemplated by this Agreement, immediately prior to or as of the Distribution Date the number of shares of Dial Consumer Products Common Stock outstanding and held by Dial shall equal the number of shares of Dial Common Stock outstanding on the Record Date.

2.03 Transfer of Assets and Assumption of Liabilities. Prior to the Distribution Date, the parties hereto shall take all action necessary to transfer to Dial Consumer Products, and to cause Dial Consumer Products to assume, as the case may be, effective as of the Distribution Date, (1) all of the shares of capital stock of the Consumer Products Subsidiaries held by the Dial Group, (2) all of the right, title and interest of the Dial Group in the Consumer Products Assets and (3) all of the Consumer Products Liabilities.

2.04 Conduct of Business Pending the Distribution Date. Each of the parties hereto agrees that from the date hereof until the Distribution Date, except as otherwise contemplated by this Agreement, it will use its best efforts to carry on the Consumer Products Business diligently in the ordinary course and substantially in the same manner as heretofore conducted and to preserve intact the business organization and goodwill of the Consumer Products Business (including using its best efforts to cause its Subsidiaries to take such actions).

2.05 Refinancing. Each of the parties hereto agrees that it will use reasonable efforts to arrange the New Credit Facility, and to obtain, prior to the Distribution Date, all necessary consents, waivers or amendments to each bank credit agreement, debt security or other financing facility to which it and its Subsidiaries is a party or by which it or any of its Subsidiaries is bound, or to refinance such agreement, security or facility, in each case on terms satisfactory to Dial and Dial Consumer Products and to the extent necessary to permit the Distribution to be consummated without any material breach of the terms of such agreement, security or facility.

2.06 Registration and Listing. Prior to the Distribution Date:

(a) Dial and Dial Consumer Products shall prepare the Information Statement and the Registration Statement. Dial Consumer Products shall file the Registration Statement with the SEC. Dial and Dial Consumer Products shall use reasonable efforts to cause the Registration Statement to become effective under the Exchange Act as promptly as reasonably practicable. Dial and Dial Consumer Products shall prepare the Information Statement; and after the Registration Statement becomes effective, Dial shall mail the Information Statement to the holders of Dial Common Stock as of the Record Date.

(b) The parties hereto shall use their best efforts to take all such action as may be necessary or appropriate under state securities and Blue Sky laws in connection with the transactions contemplated by this Agreement.

(c) Dial and Dial Consumer Products shall prepare, and Dial Consumer Products shall file and seek to make effective, an application for the listing of the Dial Consumer Products Common Stock on the NYSE, subject to official notice of issuance.

(d) The parties hereto shall cooperate in preparing, filing with the SEC and causing to become effective any registration statements or amendments thereto which are necessary or appropriate in order to effect the transactions contemplated hereby or to reflect the establishment of, or amendments to, any Plans contemplated hereby.

2.07 Merger. Immediately prior to the Distribution Date, Exhibitgroup shall be merged with and into Dial in accordance with, and with the effects set forth in, Section 253 of the DGCL.

2.08 Name Change. Immediately following the Distribution, LEN Inc. shall be merged with and into Dial in accordance with, and with the effects set forth in, Section 253 of the DGCL, and, as a result of such merger, the name of Dial shall be changed to "Viad Corp".

ARTICLE III

THE DISTRIBUTION

3.01 Record Date and Distribution Date. Subject to the satisfaction of the conditions set forth in Section 10.01 (a), the Board of Directors of Dial, or the Executive Committee thereof, if so authorized by the Board of Directors, shall establish the Record Date and the Distribution Date and any appropriate procedures in connection with the Distribution.

3.02 The Agent. Prior to the Distribution Date, Dial, as Agent, shall make appropriate arrangements for, among other things, the payment of the Distribution to the holders of Dial Common Stock in accordance with this Article III.

3.03 Delivery of Share Certificates to the Agent. Prior to or as of the Distribution Date, Dial Consumer Products shall deliver to Dial, as Agent, a share certificate representing all of the outstanding shares of Dial Consumer Products Common Stock to be distributed in connection with the payment of the Distribution. After the Distribution Date, upon the request of Dial, as Agent, Dial Consumer Products shall provide all certificates for shares of Dial Consumer Products Common Stock that the Agent shall require in order to effect the Distribution.

3.04 Distribution. Except as otherwise contemplated by this Agreement, Dial, as Agent, shall distribute, as of the Distribution Date, one share of Dial Consumer Products Common Stock in respect of each share of Dial Common Stock held by holders of record of Dial Common Stock on the Record Date. All shares of Dial Consumer Products Common Stock issued in the Distribution shall be duly authorized, validly issued, fully paid and nonassessable.

3.05 Payment in Lieu of Fractional Shares. In lieu of the payment of fractional shares of Company Common Stock to participants in the Dividend Reinvestment Plan of Dial (the "Dial DRP"), an independent agent for the participants who would otherwise be entitled to receive such fractional shares will cause all such fractional shares to be aggregated and the resulting shares sold for the account of such participants. Such sales shall be effected as soon as practicable after the Distribution Date.

ARTICLE IV

SURVIVAL, ASSUMPTION AND INDEMNIFICATION

4.01 Survival of Agreements. All covenants and agreements of the parties hereto contained in this Agreement shall survive the Distribution Date.

4.02 Taxes and Employee-Related Assets and Liabilities. This Article IV shall not be applicable to any Plan Assets or any Indemnifiable Losses or Liabilities related to (1) Taxes which shall be governed by the Tax Sharing Agreement or (2) the current or former employment of any Dial Individual or Consumer Products Individual, or the compensation or benefits for any Dial Director or Consumer Products Director, under any Plan or otherwise, which shall be governed by Article VII hereof.

4.03 Assumption and Indemnification.

(a) Subject to Section 4.02, the Tax Sharing Agreement and Article VII, from and after the Distribution Date, Dial shall retain or assume, as the case may be, and shall indemnify, defend and hold harmless each Consumer Products Individual and each member of the Consumer Products Group, and each of their Representatives and Affiliates, from and against, (1) all liabilities for third party claims, and directly related insurance premium increases, relating to, arising out of or due to, directly or indirectly, the Distribution or to the service by any Consumer Products Individual as an officer, director or employee of any member of the Dial Group prior to the Distribution, except to the extent covered by insurance and provided such indemnification would be permitted by law if such officer, director or employee made a claim for indemnification, (2) all Liabilities of the Dial Group under this Agreement or any of the Other Agreements, and (3) all Indemnifiable Losses of any such Consumer Products Individual, member of the Consumer Products Group, Representative or Affiliate relating to, arising out of or due to, directly or indirectly, the Dial Assets, the Dial Liabilities, the Dial Business, the Dial Individuals or the Dial Group's Representatives, whether relating to or arising out of occurrences prior to or after the Distribution Date. Dial's indemnity under and pursuant to this Section 4.03(a) shall include, without limitation, any liabilities incurred by Dial Consumer Products or any member of the Consumer Products Group due to loss of insurance by Dial Consumer Products or any member of the Consumer Products Group as a result of any act or failure to act by Dial or any Dial Employee or any Dial Group Representative in connection with the procurement by Dial of insurance for Dial Consumer Products or any member of the Consumer Products Group or in connection with Dial's failure to give any notice to the underwriters of any such insurance.

(b) Subject to Section 4.02, the Tax Sharing Agreement and Article VII, and except as specifically provided in Section 4.03(a), from and after the Distribution Date, Dial Consumer Products shall assume, and shall indemnify, defend and hold harmless each Dial Individual and each member of the Dial Group, and each of their Representatives and Affiliates, from and against, (1) all Liabilities of the Consumer Products Group under this Agreement or any of the Other Agreements and (2) all Indemnifiable Losses of any such Dial Individual, member of the Dial Group, Representative or Affiliate relating to, arising out of or due to, directly or indirectly, the Consumer Products Assets, the Consumer Products Liabilities, the Consumer Products Business, the Consumer Products Employees or the Consumer Products Group's Representatives, whether relating to or arising out of occurrences prior to or after the Distribution Date.

(c) If an Indemnitee realizes a Tax benefit or detriment by reason of having incurred an Indemnifiable Loss for which such Indemnitee receives an Indemnity Payment from an Indemnifying Party or by reason of receiving an Indemnity Payment, then such Indemnitee shall pay to such Indemnifying Party an amount equal to the Tax benefit, or such Indemnifying Party shall pay to such Indemnitee an additional amount equal to the Tax detriment (taking into account any Tax detriment resulting from the receipt of such additional amounts), as the case may be. If, in the opinion of counsel to an Indemnifying Party reasonably satisfactory in form and substance to the affected Indemnitee, there is a substantial likelihood that the Indemnitee will be entitled to a Tax benefit by reason of an Indemnifiable Loss, the Indemnifying Party promptly shall notify the Indemnitee and the Indemnitee promptly shall take any steps (including the filing of such returns, amended returns or claims for refunds consistent with the claiming of such Tax benefit) that, in the reasonable judgment of the Indemnifying Party, are necessary and appropriate to obtain any such Tax benefit. If, in the opinion of counsel to an Indemnitee reasonably satisfactory in form and substance to the affected Indemnifying Party, there is a substantial likelihood that the Indemnitee will be subjected to a Tax detriment by reason of an Indemnification Payment, the Indemnitee promptly shall notify the Indemnifying Party and the Indemnitee promptly shall take any steps (including the filing of such returns or amended returns or the payment of Tax underpayments consistent with the settlement of any Liability for Taxes arising from such Tax detriment) that, in the reasonable judgment of the Indemnitee, are necessary and appropriate to settle any Liabilities for Taxes arising from such Tax detriment. If, following a payment by an Indemnitee or an Indemnifying Party pursuant to this Section 4.03(c) in respect of a Tax benefit or detriment, there is an adjustment to the amount of such Tax benefit or detriment, then each of Dial and Dial Consumer

Products shall make appropriate payments to the other, including the payment of interest thereon at the federal statutory rate then in effect, to reflect such adjustments.

(d) The amount which an Indemnifying Party is required to pay to any Indemnitee pursuant to this Section 4.03 shall be reduced (including retroactively) by any Insurance Proceeds and other amounts actually recovered by such Indemnitee in reduction of the related Indemnifiable Loss, it being understood and agreed that each of Dial and Dial Consumer Products shall use its best efforts to collect any such proceeds or other amounts to which it or any of its Subsidiaries is entitled, without regard to whether it is the Indemnifying Party hereunder. If an Indemnitee receives an Indemnity Payment in respect of an Indemnifiable Loss and subsequently receives Insurance Proceeds or other amounts in respect of such Indemnifiable Loss, then such Indemnitee shall pay to such Indemnifying Party an amount equal to the difference between (1) the sum of the amount of such Indemnity Payment and the amount of such Insurance Proceeds or other amounts actually received and (2) the amount of such Indemnifiable Loss, adjusted (at such time as appropriate adjustment can be determined) in each case to reflect any premium adjustment attributable to such claim. Notwithstanding anything to the contrary in this Section 4.03, each party's indemnity under this Section 4.03 shall include the increased cost and expense of purchasing insurance against future losses, provided and to the extent that such cost and expense is directly attributable to Indemnifiable Losses.

(e) If any Indemnity Payment required to be made hereunder or under any Other Agreement is denominated in a currency other than United States dollars, the amount of such payment shall be translated into United States dollars using the Foreign Exchange Rate for such currency determined in accordance with the following rules:

(1) with respect to an Indemnifiable Loss arising from payment by a financial institution under a guarantee, comfort letter, letter of credit, foreign exchange contract or similar instrument, the Foreign Exchange Rate for such currency shall be determined as of the date on which such financial institution is reimbursed;

(2) with respect to an Indemnifiable Loss covered by insurance, the Foreign Exchange Rate for such currency shall be the Foreign Exchange Rate employed by the insurance company providing such insurance in settling such Indemnifiable Loss with the Indemnifying Party; and

(3) with respect to an Indemnified Loss not described in clause (1) or (2) of this Section 4.03(e), the Foreign Exchange Rate for such currency shall be determined as of the date that notice of the claim with respect to such Indemnifiable Loss is given to the Indemnitee.

4.04 Procedure for Indemnification.

(a) If any Indemnitee receives notice of the assertion of any Third-Party Claim with respect to which an Indemnifying Party is obligated under this Agreement to provide indemnification, such Indemnitee shall give such Indemnifying Party notice thereof promptly after becoming aware of such Third-Party Claim; provided, however, that the failure of any Indemnitee to give notice as provided in this Section 4.04 shall not relieve any Indemnifying Party of its obligations under this Article IV, except to the extent that such Indemnifying Party is actually prejudiced by such failure to give notice. Such notice shall describe such Third-Party Claim in reasonable detail and, if practicable, shall indicate the estimated amount of the Indemnifiable Loss that has been or may be sustained by such Indemnitee.

(b) An Indemnifying Party, at such Indemnifying Party's own expense and through counsel chosen by such Indemnifying Party (which counsel shall be reasonably satisfactory to the Indemnitee), may elect to defend any Third-Party Claim; provided, however, that such an election by the Indemnifying Party shall be deemed an admission of its obligation to indemnify the Indemnitee with respect to such Third-Party Claim. If an Indemnifying Party elects to defend a Third-Party Claim, then, within ten Business Days after receiving notice of such Third-Party Claim (or sooner, if the nature of such Third-Party Claim so requires), such Indemnifying Party shall notify the Indemnitee of its intent to do so, and such Indemnitee shall cooperate in the defense of such Third-Party Claim. Such Indemnifying Party shall pay such Indemnitee's reasonable out-of-pocket expenses incurred in connection with such

cooperation. After notice from an Indemnifying Party to an Indemnitee of its election to assume the defense of a Third-Party Claim, such Indemnifying Party shall not be liable to such Indemnitee under this Article IV for any legal or other expenses subsequently incurred by such Indemnitee in connection with the defense thereof; provided, however, that such Indemnitee shall have the right to employ one law firm as counsel to represent such Indemnitee (which firm shall be reasonably acceptable to the Indemnifying Party) if, in such Indemnitee's reasonable judgment, either a conflict of interest between such Indemnitee and such Indemnifying Party exists in respect of such claim or there may be defenses available to such Indemnitee which are different from or in addition to those available to such Indemnifying Party, and in that event (1) the reasonable fees and expenses of such separate counsel shall be paid by such Indemnifying Party and (2) each of such Indemnifying Party and such Indemnitee shall have the right to run its own defense in respect of such claim. If an Indemnifying Party elects not to defend against a Third-Party Claim, or fails to notify an Indemnitee of its election as provided in this Section 4.04 within the period of ten Business Days described above, such Indemnitee may defend, compromise and settle such Third-Party Claim; provided, however, that no such Indemnitee may compromise or settle any such Third-Party Claim without the prior written consent of the Indemnifying Party, which consent shall not be withheld unreasonably. Notwithstanding the foregoing, the Indemnifying Party shall not, without the prior written consent of the Indemnitee, (1) settle or compromise any Third-Party Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the delivery by the claimant or plaintiff to the Indemnitee of a written release from all Liability in respect of such Third-Party Claim or (2) settle or compromise any Third-Party Claim in any manner that may adversely affect the Indemnitee.

4.05 Remedies Cumulative. The remedies provided in this Article IV shall be cumulative and shall not preclude assertion by any Indemnitee of any other rights or the seeking of any other remedies against any Indemnifying Party.

ARTICLE V

CERTAIN ADDITIONAL COVENANTS

5.01 Further Assurances.

(a) In addition to the actions specifically provided for elsewhere in this Agreement, each of the parties hereto shall use its best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws, regulations and agreements to consummate and make effective the transactions contemplated by this Agreement. Without limiting the foregoing, each party hereto shall cooperate with the other parties, and execute and deliver, or use its best efforts to cause to be executed and delivered, all instruments, including instruments of conveyance, assignment and transfer, and to make all filings with, and to obtain all consents, approvals or authorizations of, any governmental or regulatory authority or any other Person under any permit, license, agreement, indenture or other instrument, and take all such other actions as such party may reasonably be requested to take by any other party hereto from time to time, consistent with the terms of this Agreement, in order to effectuate the provisions and purposes of this Agreement and the transfers of Assets and Liabilities and the other transactions contemplated hereby. If any such transfer of Assets or Liabilities is not consummated prior to or at the Distribution Date, then the party hereto retaining such Asset or Liability shall thereafter hold such Asset in trust for the use and benefit of the party entitled thereto (at the expense of the party entitled thereto), or shall retain such Liability for the account of the party by whom such Liability is to be assumed pursuant hereto, as the case may be, and shall take such other action as may be reasonably requested by the party to whom such Asset is to be transferred, or by whom such Liability is to be assumed, as the case may be, in order to place such party, insofar as reasonably possible, in the same position as if such Asset or Liability had been transferred as contemplated hereby. If and when any such Asset or Liability becomes transferable, such transfer shall be effected forthwith. The parties hereto agree that, as of the Distribution Date, each party hereto shall be deemed to have acquired complete and sole beneficial ownership of all of the Assets, together with all

rights, powers and privileges incident thereto, and shall be deemed to have assumed in accordance with the terms of this Agreement all of the Liabilities, and all duties, obligations and responsibilities incident thereto, that such party is entitled to acquire or required to assume pursuant to the terms of this Agreement.

(b) Without limiting the generality of Section 5.01(a), Dial, as the sole stockholder of Dial Consumer Products and Exhibitgroup, shall ratify any actions which are reasonably necessary or desirable to be taken by Dial Consumer Products or Exhibitgroup to effectuate the transactions contemplated by this Agreement in a manner consistent with the terms of this Agreement, including the following: (1) the Exhibitgroup Merger and (2) the preparation and implementation of appropriate Plans for Consumer Products Employees.

5.02 Dial Consumer Products Board. Prior to, or simultaneously with, the Distribution Date, Dial Consumer Products shall take such actions as are necessary such that its Board of Directors is comprised of those individuals named as directors in the Information Statement.

5.03 Continuing Contractual Arrangements. Notwithstanding anything in this Agreement to the contrary, except as set forth in Sections 5.04 and 5.05, to the extent that any member of either Group is now providing or selling, or in the future may provide or sell, to any member of the other Group any services, benefits or products pursuant to any written or oral agreement or understanding whatsoever, such agreement or understanding shall not be deemed altered, amended or terminated as a result of this Agreement or the consummation of the transactions contemplated hereby.

5.04 Intercompany Accounts. Effective as of the Distribution Date:

(a) Dial shall borrow \$280 million under a new \$350 million bank credit facility (the "New Credit Facility") which shall provide that upon effectiveness of the Distribution, the obligations under the facility shall be assigned to, and assumed by, Dial Consumer Products with the effect that Dial shall have no further obligation thereunder;

(b) the amount borrowed by Dial shall be used to repay outstanding third-party indebtedness of Dial;

(c) Dial Consumer Products shall assume from Dial, and indemnify Dial from, all liabilities under the New Credit Facility; and

(d) all intercompany receivables, payables, loans or advances between Dial and Dial Consumer Products shall be deemed contributed to capital and thereby cancelled without the payment of any cash by either Dial or Dial Consumer Products to the other.

5.05 Cash Accounts. The cash accounts on the Distribution Date of Dial and each Dial Subsidiary and Dial Consumer Products and each Consumer Products Subsidiary shall remain the property of each respective company or Subsidiary.

5.06 Other Agreements. Each of Dial and Dial Consumer Products shall use reasonable efforts to enter into, or to cause the appropriate members of its Group to enter into, the Other Agreements prior to the Distribution Date. If there shall be a conflict between the provisions of this Agreement and the provisions of the Other Agreements, the provisions of the Other Agreements shall control.

5.07 Transfer Taxes. Dial shall pay any Gains Tax, Transfer Tax and similar transfer Taxes in any jurisdiction (and any penalties and interest with respect to such Taxes), which become payable in connection with the Distribution on behalf of the stockholders of Dial or Dial Consumer Products. Dial shall indemnify and hold harmless the stockholders of Dial and Dial Consumer Products from and against any Liability with respect to such Taxes (including any penalties, interest and reasonable professional fees). Dial shall prepare and file any required returns with respect to such Taxes (including returns on behalf of the stockholders of Dial and Dial Consumer Products).

5.08 Consumer Products Support Agreements. Effective as of the Distribution Date, Dial Consumer Products shall cause itself or one or more members of the Consumer Products Group to be substituted in all

respects for the Dial Group or any member thereof in respect of all Consumer Products Support Agreements. Subsequent to the Distribution Date, with respect to any uncanceled Consumer Products Support Agreement for which no substitution has yet been effected, Dial Consumer Products shall indemnify the Dial Group against any Liabilities under any such Consumer Products Support Agreement in accordance with the provisions of Article IV.

ARTICLE VI

ACCESS TO INFORMATION

6.01 Provision of Corporate Records. Prior to or as promptly as practicable after the Distribution Date, Dial shall deliver to Dial Consumer Products all corporate books and records of the Consumer Products Group and copies of all corporate books and records of the Dial Group relating to the Consumer Products Assets, the Consumer Products Liabilities, or the Consumer Products Business, including in each case all active agreements, active litigation files and government filings. From and after the Distribution Date, all books, records and copies so delivered shall be the property of Dial Consumer Products.

6.02 Access to Information. From and after the Distribution Date, each of Dial and Dial Consumer Products shall afford to the other and to the other's Representatives reasonable access and duplicating rights during normal business hours to all Information within such party's possession relating to such other party's businesses, Assets or Liabilities, insofar as such access is reasonably required by such other party. Without limiting the foregoing, Information may be requested under this Section 6.02 for audit, accounting, claims, litigation and Tax purposes, as well as for purposes of fulfilling disclosure and reporting obligations.

6.03 Production of Witnesses. After the Distribution Date, each of Dial and Dial Consumer Products shall use reasonable efforts to make available to the other, upon written request, its directors, officers, employees and agents as witnesses to the extent that any such Person may reasonably be required (giving consideration to business demands of such Persons) in connection with any legal, administrative or other proceedings in which the requesting party may from time to time be involved.

6.04 Retention of Records. Except as otherwise required by law or agreed in writing, or as otherwise provided in the Tax Sharing Agreement, each of Dial and Dial Consumer Products shall retain, for a period of at least ten years following the Distribution Date, all significant Information in such party's possession or under its control relating to the business, Assets or Liabilities of the other party and, after the expiration of such ten-year period, prior to destroying or disposing of any of such Information, (a) the party proposing to dispose of or destroy any such Information shall provide no less than 30 days' prior written notice to the other party, specifying the Information proposed to be destroyed or disposed of, and (b) if, prior to the scheduled date for such destruction or disposal, the other party requests in writing that any of the Information proposed to be destroyed or disposed of be delivered to such other party, the party proposing to dispose of or destroy such Information promptly shall arrange for the delivery of the requested Information to a location specified by, and at the expense of, the requesting party.

6.05 Confidentiality. From and after the Distribution Date, each of Dial and Dial Consumer Products shall hold, and shall use its reasonable best efforts to cause its Affiliates and Representatives to hold, in strict confidence all Information concerning the other party obtained by it prior to the Distribution Date or furnished to it by such other party pursuant to this Agreement or the Other Agreements and shall not release or disclose such Information to any other Person, except its Representatives, who shall be bound by the provisions of this Section 6.05; provided, however, that Dial and Dial Consumer Products may disclose such Information to the extent that (a) disclosure is compelled by judicial or administrative process or, in the opinion of such party's counsel, by other requirements of law, or (b) such party can show that such Information was (1) available to such party on a nonconfidential basis prior to its disclosure by the other party, (2) in the public domain through no fault of such party or (3) lawfully acquired by such party from other sources after the time that it was furnished to such party pursuant to this Agreement or the Other Agreements. Notwithstanding the foregoing, each of Dial and Dial Consumer Products shall be deemed to have satisfied its obligations under this Section 6.05 with respect to any Information if it exercises the same care with regard to such Information as it takes to preserve confidentiality for its own similar Information.

ARTICLE VII
EMPLOYEE BENEFITS

7.01 Qualified Plans.

(a) As soon as practicable after the date hereof and effective as of the Cut-Off Date, Dial Consumer Products shall take, or cause to be taken, all action necessary and appropriate to establish and administer one or more Consumer Products Qualified Plans and to provide benefits thereunder for all Consumer Products Individuals who, immediately prior to the Cut-Off Date, were participants in or otherwise entitled to benefits under any Joint Qualified Plan. Dial Consumer Products agrees that each such Consumer Products Individual shall be, to the extent applicable, entitled, for all purposes under any applicable Consumer Products Qualified Plan, to be credited with the term of service and any accrued benefit or account balance credited to such Consumer Products Individual as of the Cut-Off Date under the terms of any applicable Joint Qualified Plan as if such service had been rendered to Dial Consumer Products and as if such accrued benefit or account balance had originally been credited to such Consumer Products Individual under the Consumer Products Qualified Plan. Dial agrees to provide Dial Consumer Products, as soon as practicable after the Distribution Date (with the cooperation of Dial Consumer Products to the extent that relevant information is in the possession of the Consumer Products Group), with a list of the Consumer Products Individuals who were, to the best knowledge of Dial, participants in or otherwise entitled to benefits under each Joint Qualified Plan immediately prior to the Cut-Off Date, together with a listing, if requested by Dial Consumer Products, of each such Consumer Products Individual's term of service for eligibility and vesting purposes under such Plan and a listing of each such Consumer Products Individual's accrued benefit or account balance thereunder. Dial shall, as soon as practicable after the Distribution Date, provide Dial Consumer Products with such additional information (in the possession of the Dial Group and not already in the possession of the Consumer Products Group) as may be reasonably requested by Dial Consumer Products and necessary in order for the Consumer Products Group to establish and administer effectively any Consumer Products Qualified Plan.

(b) Dial agrees, as soon as practicable following the Distribution Date, to direct the trustee of the trust funding the Joint Defined Benefit Plan to transfer to the trustee or other funding agent of any applicable Consumer Products Qualified Plan, in cash, securities, other property or a combination thereof, as reasonably determined by Dial, an amount equal to (A) plus (B) less (C), as adjusted by (D); where (A) equals the amount of assets allocated to the Consumer Products Individuals under the Joint Defined Benefit Plan as of the Cut-Off Date, in accordance with Section 4044 of ERISA as determined by Hewitt; where (B) equals the amount of all contributions, if any, attributable to Consumer Products Individuals made subsequent to the Cut-Off Date to such applicable Joint Defined Benefit Plan through the date of complete transfer; where (C) equals aggregate payments made from the trust relating to such applicable Joint Defined Benefit Plan in respect of Consumer Products Individuals from the Cut-Off Date through the date of complete transfer; and where (D) equals the amount of the net earnings or losses, as the case may be, from the Cut-Off Date through the date of transfer, on the average of the daily balances of (A), (B) and (C) and based upon the actual rate of return earned by such applicable Joint Defined Benefit Plan during such period. To the extent that (A) is less than the portion of the Joint Defined Benefit Plan's assets that are internally allocated by Dial to Consumer Products Individuals as of the Cut-Off Date (consistent with Hewitt's past determinations of assets for financial statement purposes), Dial will transfer to Dial Consumer Products, from a source other than the trust funding the Joint Defined Benefit Plan, an amount equal to the difference plus interest at 9.5% per annum from the Cut-Off Date to the date of transfer.

(c) Dial agrees, as soon as practicable following the Distribution Date, to direct the trustee of the trust funding each Joint Qualified Plan which is a Joint Savings Plan to transfer to the trustee or other funding agent of any applicable Consumer Products Qualified Plan in cash, securities or other property or a combination thereof, as reasonably determined by Dial, an amount equal to the account balances as of the date of transfer attributable to the participants and beneficiaries in such Joint Savings Plan who are Consumer Products Individuals plus the portion of any unallocated contributions and trust earnings

attributable to such participants and beneficiaries who are Consumer Products Individuals. To the extent practicable such transfers shall be effected so as to preserve investment elections of the participants and beneficiaries in each Joint Savings Plan.

(d) In connection with the transfers described in this Section 7.01, Dial and Dial Consumer Products shall cooperate in making any and all appropriate filings required under the Code or ERISA, and the regulations thereunder, and any applicable securities laws and take all such action as may be necessary and appropriate to cause such transfers to take place as soon as practicable after the Distribution Date; provided, however, that each such transfer shall not take place until as soon as practicable after the later of (1) the expiration of a 30-day period following the date of filing the required Forms 5310-A (or any successor form thereto) with the IRS and (2) the earlier of (A) the receipt of a favorable IRS determination letter with respect to the qualification of each applicable Consumer Products Qualified Plan under Section 401(a) of the Code or (B) the receipt by Dial of an opinion of counsel reasonably satisfactory in form and substance to Dial and Dial Consumer Products to the effect that such counsel believes each applicable Consumer Products Qualified Plan is qualified under Section 401(a) of the Code. Dial and Dial Consumer Products agree to provide to such counsel such information in the possession of the Dial Group and the Consumer Products Group, respectively, as may be reasonably requested by such counsel in connection with the issuance of such opinion. Dial agrees, during the period ending with the date of complete transfer of assets and liabilities to each such Consumer Products Qualified Plan, to cause distributions in respect of terminated or retired participants who are Consumer Products Individuals to be made, on behalf of Dial Consumer Products, from the relevant Joint Qualified Plan in accordance with applicable law and pursuant to plan provisions.

(e) Dial and Dial Consumer Products shall take, or cause to be taken, all such action as may be necessary or appropriate in order to establish Dial Consumer Products or one or more members of the Consumer Products Group, as appropriate, as successor to all rights, assets, duties, Liabilities and obligations as of the Distribution Date under, or with respect to, each Consumer Products Free-Standing Qualified Plan. Dial agrees that, prior to the Distribution Date or as soon as practicable thereafter, it shall provide Dial Consumer Products with all information (in the possession of the Dial Group and not already in the possession of the Consumer Products Group) as may be reasonably requested by Dial Consumer Products and necessary for the Consumer Products Group to administer effectively such Consumer Products Free-Standing Qualified Plan.

(f) Except as specifically set forth in this Section 7.01, from and after the Distribution Date, (1) the Dial Group shall cease to have any liability or obligation whatsoever with respect to Consumer Products Individuals under the Joint Qualified Plans, and Dial Consumer Products shall assume or retain, as the case may be, and shall be solely responsible for, all liabilities and obligations whatsoever of either Group with respect to Consumer Products Individuals under the Joint Qualified Plans and shall be solely responsible for all liabilities and obligations whatsoever under the Dial Consumer Products Qualified Plans and (2) the Dial Group shall cease to have any liability or obligation whatsoever under the Consumer Products Free-Standing Qualified Plans and Dial Consumer Products shall assume or retain, as the case may be, and shall be solely responsible for, all liabilities and obligations whatsoever of either group under the Consumer Products Free-Standing Plans; provided, however, that Dial shall either be responsible for or make all required contributions, no later than the later of the Distribution Date and the date such contributions are legally required to be made (A) in respect of Consumer Products Individuals with respect to each Joint Qualified Plan and (B) with respect to all participants in the Consumer Products Free-Standing Qualified Plans in each case for all Prior Plan Years and for the portion of the Current Plan Year ending on the Cut-Off Date, to the extent not previously made.

7.02 Supplemental Plans. As of the Distribution Date, Dial Consumer Products shall assume or retain, or cause one or more members of the Consumer Products Group to assume or retain, as the case may be, and shall be solely responsible for, all liabilities and obligations whatsoever of either Group whether or not incurred prior to the Distribution Date in connection with claims under any Dial Supplemental Plan in respect of any Consumer Products Individual and the Dial Group shall cease to have any such liability or obligation.

7.03 Deferred Compensation Plan. As of the Distribution Date, Dial Consumer Products shall assume or retain, or cause one or more members of the Consumer Products Group to assume or retain, as the case may be, and shall be solely responsible for, all liabilities and obligations whatsoever of either Group whether or not incurred prior to the Distribution Date in connection with claims under the Deferred Compensation Plan in respect of any Consumer Products Individual and the Dial Group shall cease to have any such liability or obligation.

7.04 Welfare Plans.

(a) As of the Distribution Date, Dial Consumer Products shall assume or retain, or cause one or more members of the Consumer Products Group to assume or retain, as the case may be, and shall be solely responsible for, or cause its insurance carriers to be responsible for all liabilities and obligations whatsoever of either Group whether or not incurred prior to the Distribution Date in connection with claims under any Welfare Plan (including any Welfare Plan providing for post-retirement or retiree medical benefits) in respect of any Consumer Products Individual and the Dial Group shall cease to have any liability or obligation with respect thereto.

(b) Dial Consumer Products shall take, or cause to be taken, all actions necessary and appropriate on behalf of itself and the Consumer Products Group (1) to assume any existing Welfare Plan of either Group, which Welfare Plan, as of the Distribution Date, provides benefits solely for Consumer Products Individuals or (2) otherwise to adopt such Welfare Plans as necessary to provide welfare benefits, effective as of the Distribution Date, and to assume the liabilities and obligations to Consumer Products Individuals which are or shall become the responsibility of Dial Consumer Products to the extent specified in Section 7.04(a). For this purpose, with respect to any Consumer Products Individual, Dial Consumer Products or a member of the Consumer Products Group shall, to the extent applicable, credit such Consumer Products Individual with any term of service provided to any member of either Group, and consider such Consumer Products Individual to have satisfied any other eligibility criteria (including satisfaction of applicable deductibles or coinsurance amounts) to the extent so satisfied as of the Distribution Date, as if such service had been rendered to Dial Consumer Products or the member of the Consumer Products Group and as if such eligibility criteria had been satisfied while employed by Dial Consumer Products or the member of the Consumer Products Group. In connection with the foregoing, Dial agrees to provide Dial Consumer Products or its designated insurance representative with such information (in the possession of the Dial Group and not already in the possession of the Consumer Products Group) as may be reasonably requested by Consumer Products and necessary for the Consumer Products Group to assume or establish any such Welfare Plan.

(c) The Dial Group shall assume, or retain, all liabilities and obligations whatsoever of either Group for benefits under any Welfare Plan other than as set forth in Section 7.04(a) or Section 7.05.

7.05 Certain Armour Plans.

(a) From and after the Distribution Date, Dial Consumer Products shall indemnify Dial with respect to, or cause one or more members of the Consumer Products Group to indemnify Dial with respect to, and shall be responsible for, or cause its insurance carriers to be responsible for, all Liabilities and obligations whatsoever of either Group whether or not incurred prior to the Distribution Date in connection with the following Plans of Armour and Company ("Armour"): (1) the Armour Pension Plan Established 1952 (Inactive), (2) the Armour Supplemental/Transfer Pension Plan, (3) the Armour Long-Term Disability Plan and (4) the Armour Retiree Medical Benefits Plan (collectively, the "Assumed Armour Plans").

(b) Dial Consumer Products shall take, or cause to be taken, all actions necessary and appropriate to establish Dial Consumer Products, or one or more members of the Consumer Products Group, as appropriate, as successor to all rights, assets, duties, Liabilities and obligations as of the Distribution Date under, or with respect to, the Assumed Armour Plans. For this purpose, with respect to any participant in an Assumed Armour Plan, Dial Consumer Products or a member of the Consumer Products Group shall, to the extent applicable, credit such participant with any term of service provided to any member of either

Group, and consider such participant to have satisfied any other eligibility criteria (including satisfaction of applicable deductibles or coinsurance amounts) to the extent so satisfied as of the Distribution Date as if such service had been rendered to Dial Consumer Products or the member of the Consumer Products Group, and as if such eligibility criteria had been satisfied while employed by Dial Consumer Products or the member of the Consumer Products Group. Dial shall be responsible for, or make, any required contributions no later than the later of the Distribution Date and the date such contributions are legally required to be made with respect to all participants in any funded Assumed Armour Plan, in each case for all Prior Plan Years and for the portion of the Current Plan Year ending on the Cut-Off Date, to the extent not previously made. In connection with the foregoing, Dial agrees to provide Dial Consumer Products or its designated insurance representative with such information (in the possession of the Dial Group and not already in the possession of the Consumer Products Group) as may be reasonably requested by Dial Consumer Products and necessary for the Consumer Products Group to assume or establish any such Plan.

7.06 Stock Options; Restricted Stock. Dial and Dial Consumer Products shall cooperate and take all action necessary (including obtaining the consent of the holders of Dial Options and Dial Restricted Stock (other than Dial Performance-Based Stock which is covered in Section 7.07), if required) to amend (if necessary), or otherwise provide for adjustments of outstanding awards under, the Dial Option Plan, and to adopt the Consumer Products Option Plan, so that:

(a) Effective immediately after the Distribution Date, the number of shares of Dial Common Stock subject to, and the exercise price of, each Dial Option which immediately prior to the Record Date is outstanding and not exercised and is held by a Dial Individual shall be adjusted by Dial in order to reflect the difference in the fair market value of the Dial Common Stock attributable to the Distribution, in accordance with the requirements of Section 424 of the Code and the regulations promulgated thereunder, based upon (1) the average of the high and low trading prices on the NYSE Composite Index for the Dial Common Stock on the last trading day prior to the Distribution Date provided, however, that if the Dial Common Stock trades ex-dividend prior to the Distribution, then the average of the high and low trading prices on the last day on which Dial Common Stock is traded regular way prior to the Distribution Date shall be used and (2) the average of the high and low trading prices on the NYSE Composite Index for the Dial Common Stock on the first trading day following the Distribution Date on which Dial Common Stock is traded regular way on the NYSE.

(b) As of the Distribution Date, each Dial Option which immediately prior to the Distribution Date is outstanding and not exercised and is held by a Consumer Products Individual shall, without any action on the part of the holder thereof, be converted into an option to purchase shares of Dial Consumer Products Common Stock, with the number of shares of Dial Consumer Products Common Stock subject to, and the exercise price of, such option to be determined in accordance with the requirements of Section 424 of the Code and the regulations promulgated thereunder, based upon (1) the average of the high and low trading prices on the NYSE Composite Index for the Dial Common Stock on the last trading day prior to the Distribution Date; provided, however, that if the Dial Common Stock trades ex-dividend prior to the Distribution, then the average of the high and low trading prices on the last day on which Dial Common Stock is traded regular way prior to the Distribution Date shall be used and (2) the average of the high and low trading prices on the NYSE Composite Index for the Dial Consumer Products Common Stock on the first trading day following the Distribution Date on which the Dial Consumer Products Common Stock is traded regular way on the NYSE. The exercise price of any such option shall be rounded to the nearest whole cent; the number of shares subject to any such option shall be rounded to the nearest share.

(c) As of the Distribution Date, the dividend escrow account of each Dial Individual who immediately prior thereto is the holder of any shares of Dial Restricted Stock shall be credited with a number of shares of Dial Consumer Products Common Stock equal to the number of shares of Dial Restricted Stock held of record in such dividend account as of the Record Date. The Dial Consumer Products Common Stock so credited shall be held by the Dial Individual, together with the Dial Restricted Stock, subject to the same rights, obligations and restrictions as the Dial Restricted Stock.

(d) As of the Distribution Date, each Consumer Products Individual who immediately prior thereto is the holder of any shares of Dial Restricted Stock shall be credited with a number of shares of Dial Consumer Products Restricted Stock equal to the number of shares of Dial Restricted Stock held by such Consumer Products Individual immediately prior to the Distribution Date. To the extent such shares of Dial Restricted Stock were held in The Dial Corp Restricted Stock Trust, a new identical trust shall be established by Dial Consumer Products to which such shares shall be transferred by the Dial Restricted Stock Trust. The Dial Restricted Stock and Dial Consumer Products Restricted Stock shall be held by such Consumer Products Individual subject to the rights, obligations and restrictions in the restricted stock agreement theretofore applicable to the Dial Restricted Stock, it being understood that the fact that such individual is no longer an employee of Dial shall cause no forfeiture thereunder.

7.07 Dial Performance-Based Stock.

(a) As of the Distribution Date, each Dial Individual and each Consumer Products Individual who immediately prior thereto is the holder of an award of Dial Performance-Based Stock shall be credited with a number of shares of Dial Consumer Products Common Stock equal to the number of shares of Dial Common Stock subject to such award. The shares of Dial Consumer Products Common Stock so credited shall be held by such individuals subject to the same rights, obligations and restrictions as the Dial Performance-Based Stock to which it relates, except that the adjustments set forth in paragraph (b) of this Section 7.07 shall be made.

(b) Awards under the Dial Performance-Based Stock Plan outstanding as of the Distribution Date held by Dial Individuals and Consumer Products Individuals shall remain outstanding, using the same number of shares of Dial Common Stock theretofore underlying the award plus an equal number of shares of Dial Consumer Products Common Stock. For awards outstanding on the Distribution Date, "performance" shall be measured by the combined performance of the Dial Common Stock and the Dial Consumer Products Common Stock through the remainder of the measuring period, using the comparator groups in use immediately prior to the Distribution Date. The respective Boards of Directors of Dial and Dial Consumer Products will determine comparator groups for new awards to Dial Individuals and Dial Consumer Products Individuals following the Distribution Date.

7.08 Dial ESOP.

(a) Dial and Dial Consumer Products shall take all action necessary so that, effective as of the Distribution Date, Dial Consumer Products may establish a Consumer Products Qualified Plan (which may be the same Plan that receives account balances of Consumer Products Individuals under the Joint Savings Plan pursuant to Section 7.01(c)) to include therein all Consumer Products Individuals who immediately prior to the Distribution Date were participants in the Dial ESOP. The Consumer Products Qualified Plan shall contain provisions deemed by Dial Consumer Products to be necessary or appropriate to accept the transfer from the trust funding the Dial ESOP of the account balances of Consumer Products Individuals. Each Consumer Products Individual shall, for all purposes under the Consumer Products Qualified Plan, be credited with the term of service and any account balance credited to such Dial Consumer Products Individual as of the Distribution Date under the terms of the Dial ESOP as if such service had been rendered to the Consumer Products Group and as if such account balance had originally been credited to such Consumer Products Individual under the Consumer Products Qualified Plan. Dial shall amend the Dial ESOP to the extent necessary to effectuate this Section 7.08. Dial shall provide to Dial Consumer Products, as soon as practicable after the Distribution Date (with the cooperation of Dial Consumer Products to the extent that relevant information is in the possession of any member of the Consumer Products Group) with a list of the Consumer Products Individuals who were, to the best knowledge of Dial, participants in the Dial ESOP immediately prior to the Distribution Date, together with a listing of each such Consumer Products Individual's term of service for eligibility purposes under the Dial ESOP and a listing of each such Consumer Products Individual's account balance thereunder, together with such additional information (in the possession of the Dial Group and not already in the possession of the Consumer Products Group) as may be reasonably requested by Dial

Consumer Products and necessary in order for the Consumer Products Group effectively to establish and administer the Consumer Products Qualified Plan.

(b) Dial shall direct the trustee of the trust funding the Dial ESOP to swap, or sell, in open-market transactions, all shares of Dial Consumer Products Common Stock received by the Dial ESOP in the Distribution in respect of unallocated shares of Dial Common Stock held by the Dial ESOP and to reinvest the proceeds of such sale in Dial Common Stock as promptly as practicable. Investments in Dial Common Stock may be made through open market purchases, private transactions or (with Dial's consent) purchases from Dial on an arm's-length basis.

(c) Shares of Dial Common Stock held by the Dial ESOP which have been allocated to Dial Individuals ("Dial Participants") together with shares of Dial Consumer Products Common Stock received with respect thereto in the Distribution shall be retained in the Dial ESOP in the accounts of such Dial participants or, if necessary, shall be transferred to the accounts of such Dial Individuals in the Dial Companies Capital Accumulation Plan. Dial Participants shall be given the opportunity during a specified period following the Distribution Date to direct that such shares of Dial Consumer Products Common Stock be sold and reinvested in Dial Common Stock.

(d) Dial shall direct the trustee of the trust funding the Dial ESOP to transfer to the trustee or other funding agent of the Consumer Products Qualified Plan, the aggregate account balances of the Consumer Products Individuals as of the date of transfer, which shall include the number of shares of Dial Common Stock in such account together with all shares of Dial Consumer Products Common Stock received with respect thereto in the Distribution plus that portion of any unallocated contributions and earnings thereon which are attributable to the Consumer Products Individuals, other than Dial Common Stock held in the Dial ESOP suspense account. Participants in the Consumer Products Qualified Plan shall be given the opportunity during a specified period following the Distribution Date to direct that shares of Dial Common Stock held in their accounts be sold and reinvested in Dial Consumer Products Common Stock.

(e) In connection with the transfers described in Section 7.08(d), Dial and Dial Consumer Products shall cooperate in making any and all appropriate filings required under the Code or ERISA, the regulations thereunder and any applicable securities laws, and shall take all such actions as may be necessary and appropriate to cause such transfers to take place as soon as practicable after the Distribution Date; provided, however, that such transfers shall not take place until as soon as practicable after the later of (1) the expiration of a 30-day period following the date of filing the required Forms 5310-A (or any successor form thereto) with the IRS and (2) the earlier of (A) the receipt of a favorable IRS determination letter with respect to the qualification of the Consumer Products Qualified Plan under Section 401(a) of the Code or (B) the receipt by Dial of an opinion of counsel reasonably satisfactory in form and substance to Dial and Dial Consumer Products to the effect that such counsel believes the Consumer Products Qualified Plan is qualified under Section 401(a) of the Code. Dial and Dial Consumer Products agree to provide to such counsel such information in the possession of the Dial Group and the Consumer Products Group, respectively, as may be reasonably requested by such counsel in connection with the issuance of such opinion.

(f) Except as specifically set forth in this Section 7.08, from and after the Distribution Date, the Dial Group shall cease to have any Liability with respect to Consumer Products Individuals under the Dial ESOP, and the Consumer Products Group shall assume or retain, as the case may be, and shall be solely responsible for, all Liabilities of either Group with respect to Consumer Products Individuals under the Dial ESOP and shall be solely responsible for all Liabilities under the Consumer Products Qualified Plan. Notwithstanding the foregoing, Dial shall be solely responsible for contributing or causing to be contributed, no later than such time as may be required by law or such earlier time as may be required under the Dial ESOP, an amount equal to the contribution which would have been required to be made by the Dial Group in respect of Consumer Products Individuals for any Prior Plan Year and for the Current Plan Year up to the Distribution Date to the extent such contribution has not been previously made.

7.09 Dial Employee Equity Trust.

Dial and Dial Consumer Products shall take all action necessary so that, effective as of the Distribution Date, Dial Consumer Products may establish the Consumer Products Employee Equity Trust to receive and hold for the benefit of Consumer Products Individuals all shares of Dial Consumer Products Common Stock received in the Distribution in respect of shares of Dial Common Stock held in the Dial Employee Equity Trust. Dial shall amend the Dial Employee Equity Trust to the extent necessary to effectuate this Section 7.09, including without limitation to: (a) amend the promissory note from the Dial Employee Equity Trust to Dial by providing for two notes (one from the Dial Employee Equity Trust to Dial, the other from the Consumer Products Employee Equity Trust to Dial Consumer Products) in amounts proportionate to the relative market capitalizations of Dial and Dial Consumer Products immediately following the Distribution and (b) adjust the amounts in Schedules B and C to the Dial Employee Equity Trust in the same manner.

7.10 Dial Incentive Plans.

(a) Dial shall be responsible for the payment of any liabilities and obligations for benefits due and payable but unpaid as of and through the Distribution Date under each Dial Incentive Plan with respect to any Prior Plan Year (other than the Current Plan Year). Any deferred bonuses that were earned with respect to any Prior Plan Year and are not paid as of the Distribution Date shall be treated as benefits for the Current Plan Year in accordance with Section 7.10(b).

(b) For any Current Plan Year under each Dial Incentive Plan, the Dial Group shall be responsible for the payment of all liabilities and obligations for benefits with respect to Dial Individuals, and the Consumer Products Group shall be responsible for the payment of all liabilities and obligations with respect to Consumer Products Individuals. Each of Dial and Dial Consumer Products will, to the extent practicable, either continue each such Dial Incentive Plan or adopt a new Plan in substitution therefor and, in this connection, if necessary, adjust, in a manner equitable to participants, any incentive goals or other terms contained in each Dial Incentive Plan or such new Plan to reflect the Distribution.

(c) For purposes of the Dial Incentive Plans, individuals who, in connection with the Distribution, cease to be employees of Dial and become Dial Consumer Products Employees shall not be deemed to have terminated employment for purposes of any deferral elections made by such individuals, and service with Dial Consumer Products shall be deemed continuous service with Dial.

7.11 Severance Pay.

(a) Dial and Dial Consumer Products agree that, with respect to individuals who, in connection with the Distribution, cease to be employees of the Dial Group and become employees of the Consumer Products Group, such cessation shall not be deemed a severance of employment from either Group for purposes of any Plan that provides for the payment of severance, salary continuation or similar benefits and shall, in connection with the Distribution, if and to the extent appropriate obtain waivers from individuals against any such assertion.

(b) The Dial Group shall assume and be solely responsible for all liabilities and obligations whatsoever in connection with claims made by or on behalf of Dial Individuals and the Consumer Products Group shall assume and be solely responsible for all liabilities and obligations whatsoever in connection with claims made by or on behalf of Consumer Products Individuals in respect of severance pay, salary continuation and similar obligations relating to the termination or alleged termination of any such person's employment either before, to the extent unpaid, or on or after the Distribution Date.

7.12 Directors' Plans.

(a) As of the Distribution Date, the Director's Retirement Benefit Plan will be amended and terminated, to change the vesting schedule to 10% per year and to provide that the present value of vested accrued benefits of each participant (1) who will be a director of Dial following the Distribution be converted into restricted units representing Dial Common Stock (the payment for which will be the responsibility of Dial) and (2) who will be a director of Dial Consumer Products following the

Distribution be converted into restricted units representing Dial Consumer Products Common Stock (the payment for which will be the responsibility of Dial Consumer Products).

(b) (1) As of the Distribution Date, Dial Consumer Products shall assume or retain, or cause one or more members of the Consumer Products Group to assume or retain, as the case may be, and shall be solely responsible for, all liabilities and obligations whatsoever of either Group whether or not incurred prior to the Distribution Date in connection with claims under the Dial Deferred Compensation Plan for Directors in respect of any Consumer Products Director and the Dial Group shall cease to have any such liability or obligation with respect thereto. Dial shall retain, and shall be solely responsible for, all liabilities and obligations whatsoever of either Group whether or not incurred prior to the Distribution Date in connection with claims under the Dial Deferred Compensation Plan for Directors in respect of (1) any individual who ceased being a director of Dial prior to the Distribution Date and (2) any individual who is a director of Dial but not Dial Consumer Products immediately following the Distribution Date.

(2) For purposes of the Deferred Compensation Plan for Directors, individuals who, in connection with the Distribution, cease to be directors of Dial and become directors of Dial Consumer Products shall not be deemed to have terminated their service as directors for purposes of any deferral elections made by such individuals.

(3) Section 4.B. of the Dial Deferred Compensation Plan for Directors shall be amended to provide that in the case of the Distribution, where a Director has elected to defer compensation in the form of stock units, such Director's stock unit account shall be credited with a number of units representing Dial Consumer Products Common Stock equal to the number of stock units credited to such account as of the Distribution Date.

(c) (1) As of the Distribution Date, Dial Consumer Products shall assume or retain, or cause one or more members of the Consumer Products Group to assume or retain, as the case may be, and shall be solely responsible for, all liabilities and obligations whatsoever of either Group whether or not incurred prior to the Distribution Date in connection with The Dial Corp Director's Charitable Award Program in respect of any Consumer Products Director and the Dial Group shall cease to have any such liability or obligation with respect thereto. Dial shall retain, and shall be solely responsible for, all liabilities and obligations whatsoever of either Group whether or not incurred prior to the Distribution Date in connection with The Dial Corp Director's Charitable Award Program in respect of (A) any individual who ceased being a director of Dial prior to the Distribution Date and (B) any individual who is a director of Dial both immediately prior to and immediately following the Distribution Date. To the extent practicable, Dial shall assign to Dial Consumer Products life insurance policies heretofore naming Dial as beneficiary with respect to Consumer Products Directors.

(d) Within 120 days of the Distribution Date, Dial shall provide funding to Dial Consumer Products for the liabilities assumed by Dial Consumer Products under paragraphs (a) and (b) of this Section 7.12, in an amount which bears the same proportion to the total amount funding such liabilities with respect to all directors of Dial immediately prior to the Distribution Date, as the proportion that the present value of the liabilities allocable to Consumer Products Directors, as a group, bears to the present value of such liabilities for all directors of Dial, as a group, immediately prior to the Distribution.

(e) Following the Distribution, the Dial Option Plan will be amended to provide, and the Consumer Products Option Plan will provide, that each non-employee director will, upon his or her first election as a director, automatically be granted options to purchase common stock of the applicable company having an exercise price equal to fair market value at the date of grant, with the number of shares subject to such option equal to the amount of the directors' annual retainer divided by an amount equal to one third ($\frac{1}{3}$) of such fair market value of the common stock on the date of grant. Each non-employee director will also receive an automatic annual grant of options to purchase common stock of the applicable company having an exercise price equal to fair market value at the date of grant, with the number of shares subject to such option equal to the amount of the directors' annual retainer divided by an amount equal to one third ($\frac{1}{3}$) of such fair market value of the common stock on the date of grant. For a director elected

during the course of a year, the first such annual grant will be made upon his or her election on a prorata basis, based upon the number of months between such election and the next regular annual grant date.

7.13 Dial Miscellaneous Plans; Post-Distribution Liabilities.

(a) The Dial Group shall be solely responsible for the payment of all liabilities and obligations whatsoever with respect to any Dial Individual unpaid as of and through the Distribution Date under any Dial Miscellaneous Plan and the Consumer Products Group shall assume and be solely responsible for the payment of all liabilities and obligations whatsoever with respect to any Consumer Products Individual unpaid as of and through the Distribution Date under any Dial Miscellaneous Plan.

(b) The Dial Group shall be solely responsible for the payment of all liabilities and obligations whatsoever arising with respect to any Dial Individual and attributable to any period subsequent to the Distribution Date and the Consumer Products Group shall be solely responsible for the payment of all liabilities and obligations whatsoever arising with respect to any Consumer Products Individual and attributable to any period subsequent to the Distribution Date.

7.14 Other Balance Sheet Adjustments. To the extent not otherwise provided in this Agreement, Dial and Dial Consumer Products shall take such action as is necessary to effect an adjustment to the books of Dial and Dial Consumer Products so that, as of the Distribution Date, the prepaid expense balances and accrued employee liabilities with respect to any employee liability or obligation assumed or retained as of the Distribution Date by the Dial Group and the Consumer Products Group are appropriately reflected on the consolidated balance sheets as of the Distribution Date of Dial and Dial Consumer Products, respectively.

7.15 Preservation of Rights to Amend or Terminate Plans. No provisions of this Agreement, including the agreement of Dial or Dial Consumer Products that it, or any member of the Dial Group or the Consumer Products Group, will make a contribution or payment to or under any Plan herein referred to for any period, shall be construed as a limitation on the right of Dial or Dial Consumer Products or any member of the Dial Group or the Consumer Products Group to amend such Plan or terminate its participation therein which Dial or Dial Consumer Products or any member of the Dial Group or the Consumer Products Group would otherwise have under the terms of such Plan or otherwise, and no provision of this Agreement shall be construed to create a right in any employee or former employee or beneficiary of such employee or former employee under a Plan which such employee or former employee or beneficiary would not otherwise have under the terms of the Plan itself.

7.16 Reimbursement; Indemnification. Each of the parties hereto acknowledges that the Dial Group, on the one hand, and the Consumer Products Group, on the other hand, may incur costs and expenses (including contributions to Plans and the payment of insurance premiums) arising from or related to any of the Plans which are, as set forth in this Agreement, the responsibility of the other party hereto. Accordingly, Dial and Dial Consumer Products agree to reimburse each other, as soon as practicable but in any event within 30 days of receipt from the other party of appropriate verification, for all such costs and expenses reduced by the amount of any tax reduction or recovery of tax benefit realized by Dial or Dial Consumer Products, as the case may be, in respect of the corresponding payment made by it; provided, however, that notwithstanding anything in this Section 7.16 to the contrary, costs and expenses or other recovery arising from any challenge by the U.S. Government to the allocation of assets set forth in Section 7.01 shall not be subject to reimbursement, and indemnification under this Agreement or the Distribution Agreement.

7.17 Further Transfers. Dial and Dial Consumer Products recognize that there may be Consumer Products Individuals who will, after the Distribution Date, become employed by Dial and there may be Dial individuals who become employed, after the Distribution Date, by Dial Consumer Products. If Dial and Dial Consumer Products so agree with respect to any such individuals, the assets and liabilities with respect to such employees which are associated with the plans and programs described in this Agreement may be transferred and assumed in a manner consistent with this Agreement. Any such transfers or assumptions will be considered to be governed by the terms of this Agreement and shall not require the agreement of Dial and Dial Consumer Products if they occur within 3 months of the Distribution Date.

7.18 Officers and Employees.

(a) Except for officers of Dial Consumer Products who are also officers of Dial, officers and employees of either Group who are employed in the Consumer Products Business immediately prior to the Distribution Date shall be officers and employees of the Consumer Products Group immediately following the Distribution Date; provided, however, that nothing herein shall give to any individual a right of employment, or continued employment, by any member of the Consumer Products Group.

(b) Except as otherwise agreed by the parties hereto, effective as of the Distribution Date, (1) all officers or employees of the Dial Group who are acting as directors or officers of the Consumer Products Group and are not employed in the Consumer Products Business shall resign from such positions with the Consumer Products Group and (2) all officers or employees of the Consumer Products Group who are acting as directors or officers of the Dial Group and are not employed in the Dial Business shall resign from such positions with the Dial Group.

7.19 Employment Agreements. Prior to the Distribution Date, Dial and Dial Consumer Products shall use their best efforts to induce such individuals as they mutually agree to enter into employment agreements with Dial Consumer Products on terms which are mutually agreeable to Dial and Dial Consumer Products; provided, however, that, except as otherwise provided in this Agreement, Dial shall have no obligation to make any payments to such individuals to induce them to enter into such employment agreements.

7.20 Other Liabilities. As of the Distribution Date: (a) Dial Consumer Products shall assume and be solely responsible for all Liabilities whatsoever of the Dial Group with respect to claims made by the Consumer Products Individuals relating to any employment-related Liability not otherwise expressly provided for in this Agreement, including earned salary, wages, severance payments or other compensation and accrued holiday, vacation, health, dental or retirement benefits, regardless of whether such employment-related Liability was incurred before or after the Distribution Date and (b) Dial shall retain all such Liabilities with respect to (1) Dial Individuals and (2) directors of Dial who served as such prior to the Distribution Date.

7.21 Compliance. Notwithstanding anything to the contrary in this Article VII, to the extent any actions of the parties contemplated in this Article are determined prior to Distribution to violate law or result in unintended tax liability for Dial Individuals or Consumer Products Individuals, such action may be modified to avoid such violation of law or unintended tax liability.

ARTICLE VIII

NO REPRESENTATIONS OR WARRANTIES; EXCEPTIONS

8.01 No Representations or Warranties; Exceptions. Dial Consumer Products understands and agrees that no member of the Dial Group is, in this Agreement or in any other agreement or document, representing or warranting to Dial Consumer Products in any way as to the Consumer Products Assets, the Consumer Products Liabilities, or the Consumer Products Business or as to any consents or approvals required in connection with the consummation of the transactions contemplated by this Agreement, it being agreed and understood that Dial Consumer Products shall take all of the Consumer Products Assets "as is, where is" and that, except as provided in Section 5.01, Dial Consumer Products shall bear the economic and legal risk that conveyances of the Consumer Products Assets shall prove to be insufficient or that the title of any member of the Consumer Products Group to any Consumer Products Assets shall be other than good and marketable and free from encumbrances.

ARTICLE IX

INSURANCE

9.01 Insurance Policies and Rights Included Within Consumer Products Assets. Without limiting the generality of the definition of Consumer Products Assets set forth in Section 1.01, the Consumer Products Assets shall include (a) any and all rights of an insured party under each of the Dial Policies, including rights

of indemnity and the right to be defended by or at the expense of the insurer, with respect to all Consumer Products Claims; provided, however, that nothing in this clause (a) shall be deemed to constitute (or to reflect) the assignment of any of the Dial Policies to Dial Consumer Products, and (b) the Dial Consumer Products Policies. Dial Consumer Products shall be entitled to receive from Dial any Insurance Proceeds paid to any member of the Dial Group with respect to any third-party Dial Consumer Products Claim under any Dial Policy.

9.02 Post-Distribution Date Claims. If, subsequent to the Distribution Date, any Person shall assert a Consumer Products Claim, then Dial shall at the time such Consumer Products Claim is asserted be deemed to assign, without need of further documentation, to Dial Consumer Products all of the Dial Group's rights, if any, as an insured party under the applicable Dial Policy with respect to such Consumer Products Claim, including rights of indemnity and the right to be defended by or at the expense of the insurer; provided, however, that nothing in this Section 9.02 shall be deemed to (1) constitute (or to reflect) the assignment of any of the Dial Policies to Dial Consumer Products or (2) affect the Dial indemnity set forth in Section 4.03 of this Agreement.

9.03 Administration and Reserves. Notwithstanding the provisions of Article IV, from and after the Distribution Date:

(a) Dial shall be responsible for (1) Insurance Administration with respect to the Dial Policies and (2) Claims Administration with respect to any Liabilities of Dial; provided, however, that the retention of the Dial Policies by Dial is in no way intended to limit, inhibit or preclude any right to insurance coverage for any Insured Claim of a named insured under the Dial Policies;

(b) Dial Consumer Products shall be responsible for (1) Insurance Administration with respect to the Consumer Products Policies, and (2) Claims Administration with respect to any Liabilities of Dial Consumer Products; provided, however, that the retention of the Consumer Products Policies by Dial Consumer Products is in no way intended to limit, inhibit or preclude any right to insurance coverage for any Insured Claim of a named insured under the Consumer Products Policies;

(c) Dial shall be entitled to reserves established by any member of either Group, or the benefit of reserves held by any insurance carrier, with respect to any Dial Liabilities; and

(d) Dial Consumer Products shall be entitled to reserves established by any member of either Group, or the benefit of reserves held by any insurance carrier, with respect to any Consumer Products Liabilities.

9.04 Insurance Premiums. Dial Consumer Products shall pay premiums (retrospectively-rated or otherwise) under the Dial Policies with respect to Consumer Products Liabilities which are Insured Claims under the Dial Policies. Dial shall have the right but not the obligation to pay premiums (retrospectively-rated or otherwise) under the Dial Policies with respect to Consumer Products Liabilities which are Insured Claims under the Dial Policies to the extent that Dial Consumer Products does not pay such premiums, whereupon Dial Consumer Products shall forthwith reimburse Dial for any premiums paid by Dial with respect to such Consumer Products Liabilities.

9.05 Allocation of Insurance Proceeds; Cooperation. Insurance Proceeds received with respect to claims, costs and expenses under the Insurance Policies shall be paid to Dial with respect to Dial Liabilities which are Insured Claims under the Dial Policies and to Dial Consumer Products with respect to the Consumer Products Liabilities which are Insured Claims under the Dial Policies. Payment of the allocable portions of indemnity costs of Insurance Proceeds resulting from the Liability Policies will be made to the appropriate party upon receipt from the insurance carrier. In the event of the exhaustion of coverage under any Dial Policy, Dial and Dial Consumer Products shall allocate Insurance Proceeds equitably based upon the bona fide claims of the Dial Group and the Consumer Products Group, respectively. The parties hereto agree to use their best efforts to cooperate with respect to insurance matters.

9.06 Reimbursement of Expenses. Dial Consumer Products shall (a) upon the request of Dial, reimburse the relevant insurer or the relevant third-party administrator, to the extent required under any

Insurance Policy or Service Agreement with respect to any and all Consumer Products Claims which are paid, settled, adjusted, defended and/or otherwise handled by such insurer or third-party administrator pursuant to the terms and conditions of such Insurance Policy or Service Agreement and (b) to the extent the cost incurred exceeds internal charges made by Dial to Dial Consumer Products prior to the Distribution Date, pay and/or reimburse Dial, or such third party as Dial may require, for any and all costs, premiums, expenses, losses paid, attorneys' fees and/or charges incurred prior to the Distribution Date by either Group or after the Distribution Date by the Dial Group arising directly or indirectly in connection with the payment, settlement, adjustment, defense and/or handling of any such Consumer Products Claim or under the terms and conditions of any Insurance Policies or Service Agreements (including any reimbursement paid by Dial with respect to any such Consumer Products Claim to any insurer or third-party administrator pursuant to the terms of any Insurance Policy or Service Agreement). Dial Consumer Products shall make any reimbursement required by clause (a) of this Section 9.06 at the time required by the relevant Insurance Policy or Service Agreement. Dial Consumer Products shall make any reimbursement required by clause (b) of this Section 9.06, on a monthly basis.

9.07 Insurer Insolvency. Dial shall not be obligated to reimburse Dial Consumer Products for any Consumer Products Claim under any Insurance Policies where such Consumer Products Claim would have been paid by the insurer or other third party, but for the insolvency of such insurer or other third party or the refusal by any insurer or other third party to pay such Consumer Products Claim.

9.08 Letters of Credit. Dial Consumer Products shall post such letters of credit in favor of such Persons as Dial may reasonably request for any amounts due or reasonably expected to come due under Section 9.06. Dial Consumer Products shall make reasonable efforts to negotiate agreements with any and all insurers or third-party administrators whereby Dial Consumer Products shall assume direct responsibility for any and all Liabilities related to it under any Insurance Policies and/or Service Agreements and Dial shall provide reasonable assistance in this effort.

9.09 No Reduction of Coverage. Dial shall take no action to eliminate or materially reduce coverage under any Dial Policy or Service Agreement for any Consumer Products Claim.

9.10 Future Insurance Coverage. For a period of one year following the Distribution Date, Dial shall assist Dial Consumer Products, to the extent reasonably requested by Dial Consumer Products with the efforts of the Consumer Products Group to secure alternative insurance coverage or claim handling services.

9.11 Assistance, Waiver of Conflict and Shared Defense. Each of the parties hereto agrees to provide reasonable assistance to the other parties hereto as regards any dispute with any third party (including insurers, third-party administrators and state guaranty funds) as to any matter related to the Insurance Policies or Service Agreements, but only insofar as such dispute arises out of the acts or omissions of any third party with respect to a Consumer Products Claim. In the event that Insured Claims of more than one Group exist relating to the same occurrence, the parties hereto agree to defend such Insured Claims jointly and to waive any conflict of interest necessary to the conduct of such joint defense. Nothing in this Section 9.11 shall be construed to limit or otherwise alter in any way the indemnity obligations of the parties hereto, including those created by this Agreement or by operation of law.

ARTICLE X MISCELLANEOUS

10.01 Conditions to Obligations.

(a) The obligations of the parties hereto to consummate the payment of the Distribution are subject to the satisfaction of each of the following conditions:

(1) The transactions contemplated by Sections 2.01, 2.02, 2.03, 2.05, 2.06 and 2.07 shall have been consummated in all material respects;

(2) The Dial Consumer Products Common Stock shall have been approved for listing on the NYSE, subject to official notice of issuance;

(3) The Registration Statement shall have been filed with the SEC and shall have become effective, and no stop order with respect thereto shall be in effect;

(4) All authorizations, consents, approvals and clearances of all federal, state, local and foreign governmental agencies required to permit the valid consummation by the parties hereto of the transactions contemplated by this Agreement shall have been obtained; and no such authorization, consent, approval or clearance shall contain any conditions which would have a material adverse effect on (A) the Dial Business or the Consumer Products Business, (B) the Assets, results of operations or financial condition of the Dial Group or the Consumer Products Group, in each case taken as a whole, or (C) the ability of Dial or Dial Consumer Products to perform its obligations under this Agreement; and all statutory requirements for such valid consummation shall have been fulfilled;

(5) Dial shall have provided the NYSE with the prior written notice of the Record Date required by Rule 10b-17 of the Exchange Act and the rules and regulations of the NYSE;

(6) No preliminary or permanent injunction or other order, decree or ruling issued by a court of competent jurisdiction or by a government, regulatory or administrative agency or commission, and no statute, rule, regulation or executive order promulgated or enacted by any governmental authority, shall be in effect preventing the payment of the Distribution;

(7) The Distribution shall be payable in accordance with applicable law;

(8) The New Credit Facility shall be in place and all conditions to borrowing thereunder shall have been satisfied, and all necessary consents, waivers or amendments to each bank credit agreement, debt security or other financing facility to which any member of the Dial Group or the Consumer Products Group is a party or by which any such member is bound shall have been obtained, or each such agreement, security or facility shall have been refinanced, in each case on terms satisfactory to Dial and Dial Consumer Products and to the extent necessary to permit the Distribution to be consummated without any material breach of the terms of such agreement, security or facility;

(9) Dial shall have received a ruling from the Internal Revenue Service that the Distribution is tax-free;

(10) One or more of members of the Consumer Products Group shall have been substituted, as of the Distribution Date, in all respects for the Dial Group in respect of all Consumer Products Support Agreements; and

(11) Investment grade ratings for the senior debt of each of Dial and Dial Consumer Products shall have been confirmed.

(b) Any determination made by the Board of Directors of Dial in good faith prior to the Distribution Date concerning the satisfaction or waiver of any or all of the conditions set forth in Section 10.01(a) shall be conclusive.

10.02 Complete Agreement. This Agreement, the Exhibits and Schedules hereto and the agreements and other documents referred to herein shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.

10.03 Expenses. Except as otherwise provided in this Agreement and the Other Agreements, all costs and expenses of any party hereto in connection with the preparation, execution, delivery and implementation of this Agreement and with the consummation of the transactions contemplated by this Agreement shall be paid by the party for whose benefit such costs and expenses are incurred, with any costs and expenses that cannot be allocated on the foregoing basis to be divided equally among the parties hereto.

10.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (other than the laws regarding choice of laws and conflicts of laws) as to all matters, including matters of validity, construction, effect, performance and remedies.

10.05 Notices. All notices, requests, claims, demands and other communications hereunder (collectively, "Notices") shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by cable, telegram, telex or other standard form of telecommunications, or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Dial, or Exhibitgroup:

Viad Corp
Dial Tower
Phoenix, Arizona 85077
Attention: General Counsel

If to Dial Consumer Products:

The Dial Corporation
Dial Tower
Phoenix, Arizona 85077
Attention: General Counsel

or to such other address as any party hereto may have furnished to the other parties by a notice in writing in accordance with this Section 10.05. Copies of all notices, requests, claims, demands and other communications hereunder shall also be given to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Patricia A. Vlahakis, Esq.

10.06 Amendment and Modification. This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

10.07 Successors and Assigns; No Third-Party Beneficiaries. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns, but neither this Agreement nor any of the rights, interests and obligations hereunder shall be assigned by any party hereto without the prior written consent of each of the other parties (which consent shall not be unreasonably withheld). Except for the provisions of Sections 4.03 and 4.04 relating to Indemnities, which are also for the benefit of the Indemnitees, this Agreement is solely for the benefit of the parties hereto and their Subsidiaries and Affiliates and is not intended to confer upon any other Persons any rights or remedies hereunder.

10.08 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.09 Interpretation. The Article and Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Agreement.

10.10 Legal Enforceability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Each party acknowledges that money damages would be an inadequate remedy for any breach of the provisions of this Agreement and agrees that the obligations of the parties hereunder shall be specifically enforceable.

10.11 References; Construction. References to any "Article", "Exhibit", "Schedule" or "Section", without more, are to Appendices, Articles, Exhibits, Schedules and Sections to or of this Agreement. Unless otherwise expressly stated, clauses beginning with the term "including" set forth examples only and in no way limit the generality of the matters thus exemplified.

10.12 Termination. Notwithstanding any provision hereof this Agreement may be terminated and the Distribution abandoned at any time prior to the Distribution Date by and in the sole discretion of the Board of Directors of Dial without the approval of any other party hereto or of Dial's stockholders. In the event of such termination, no party hereto shall have any Liability to any Person by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

THE DIAL CORP,
a Delaware corporation

By: 

Frederick G. Emerson
Vice President and Secretary

THE DIAL CORPORATION,
a Delaware corporation

By: 

E. Gene Lemmon
President

EXHIBITGROUP INC.,
a Delaware corporation

By: 

Ronald G. Nelson
Vice President - Treasurer