

DARLING INTERNATIONAL INC  
Form 8-K  
December 14, 2009

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

FORM 8-K

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

Date of report (Date of earliest event reported) December 8, 2009

DARLING INTERNATIONAL INC.  
(Exact Name of Registrant as Specified in Charter)

Delaware	001-13323	36-2495346
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

251 O'CONNOR RIDGE BLVD., SUITE 300, IRVING, TEXAS	75038
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: (972) 717-0300

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

/  Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

/  Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

/  Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

/  Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))



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

On December 8, 2009, the Board of Directors (the "Board") of Darling International Inc. (the "Company") resolved to amend certain Senior Executive Termination Benefits Agreements previously entered into by and between the Company and each of Neil Katchen, John O. Muse and John F. Sterling (each, an "Agreement" and together, the "Agreements"). Each of Messrs. Katchen, Muse and Sterling is referred to herein individually as "Executive" and together as the "Executives."

Set forth below is a brief description of the material terms and conditions of the Agreements. The summary set forth below is not intended to be complete and is qualified in its entirety with respect to Mr. Katchen and Mr. Sterling by reference to the full text of the Form of Senior Executive Termination Benefits Agreement attached as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on November 29, 2007 and with respect to Mr. Muse by reference to the full text of the Amended and Restated Senior Executive Termination Benefits Agreement dated as of January 15, 2009 between the Company and Mr. Muse attached as Exhibit 10.2 to the Company's Current Report on Form 8-K filed on January 21, 2009.

Pursuant to the Agreements, the Company must provide the applicable Executive certain benefits (discussed below) upon any termination of his employment except (i) termination by reason of the voluntary resignation by such Executive, (ii) termination for Cause (as defined in the Agreements) or (iii) termination upon such Executive's normal retirement. Neither permanent or long-term disability status nor death of an Executive is deemed a termination for purposes of the Agreements. Such termination with the exceptions set forth above is referred to herein as an "Eligible Termination Event."

Subject to the mitigation provisions (discussed below) and Executive's execution of a release of claims in respect of Executive's employment with the Company, the Company shall provide Executive the following benefits upon an Eligible Termination Event: (i) periodic payment in the amount of Executive's salary at the rate in effect on the date of the Eligible Termination Event until such Executive has been paid one times his annual base salary (or 1.5 times his annual base salary in the case of Mr. Muse) (the "Termination Payment Amount"), (ii) any accrued vacation pay due but not yet taken at the date of the Eligible Termination Event, (iii) life, disability, health and dental insurance, and certain other similar fringe benefits of the Company (or similar benefits provided by the Company) (the "Fringe Benefits") in effect immediately prior to the date of termination for a period of one year from the date of termination (or 18 months in the case of Mr. Muse) to the extent allowed under the applicable policies. See the Company's Proxy Statement filed with the Securities and Exchange Commission on April 3, 2009 for salary and other benefits information for each of the Executives.

Executive is not entitled to any bonus under the Company's Executive Bonus Plan for the year in which the Eligible Termination Event occurs.

In addition, upon an Eligible Termination Event, the Company shall engage an outplacement counseling service of national reputation, at its own expense, to assist Executive in obtaining employment until the earliest of (i) two years from the date of the Eligible Termination Event, (ii)

such date as Executive obtains employment or (iii) Company expenses related thereto equal \$10,000.

Executive is required to mitigate the payments under the Agreements by seeking other comparable employment as promptly as practicable after the Eligible Termination Event. Amounts due under the Agreements will be offset against or reduced by any amount earned from such other employment. The Fringe Benefits shall terminate upon Executive's obtaining such other employment.

The Agreements also contain obligations on Executive's part regarding nondisclosure of confidential information, return of Company property, non-solicitation of employees during employment and for a period of one year following the termination of employment for any reason, non-disparagement of the Company and its business and continued cooperation in certain matters involving the Company.

In addition to the foregoing, the Agreement with Mr. Muse also provides that if the Company terminates Mr. Muse's employment without cause within twelve months following a change of control (as defined in the Mr. Muse's Agreement) or Mr. Muse resigns within ninety days following a change of control, then in lieu of the Termination Payment Amount and subject to certain conditions, Mr. Muse will receive a lump sum payment within thirty days of the date of termination equal to three times Mr. Muse's annual base salary at the highest rate in effect in the preceding twelve months (the "Change of Control Termination Payment"). The Change of Control Termination Payment is not subject to the mitigation provision described above with respect to the Termination Payment Amount.

Each Agreement was amended by an Addendum to Senior Executive Termination Benefits Agreement (the "Addendum"). Messrs. Katchen, Muse and Sterling each signed the Addendum on December 9, 2009. Each Addendum extended the term of the applicable Agreement by one year to December 31, 2010. In addition, the Addendum with Mr. Muse eliminated a provision in Mr. Muse's Agreement that entitled Mr. Muse to receive a gross-up payment from the Company sufficient to cover any excise tax penalty under Section 280G of the Internal Revenue Code of 1986, as amended, that might be imposed upon Mr. Muse as a result of a termination of Mr. Muse's employment following a change of control. All other terms and conditions of each Agreement remain unchanged. A Form of the Addendum for Messrs. Katchen and Sterling is attached hereto as Exhibit 10.3 and incorporated herein by reference. The Addendum for Mr. Muse is attached hereto as Exhibit 10.4 and incorporated herein by reference.

Item  
9.01

Financial Statements and Exhibits.

(d) Exhibits

- 10.1 Form of Senior Executive Termination Benefits Agreement (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed November 29, 2007, and incorporated herein by reference).
- 10.2 Amended and Restated Senior Executive Termination Benefits Agreement dated as of January 15, 2009 between Darling International Inc. and John O. Muse (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K filed January 21, 2009, and incorporated herein by reference).
- 10.3 Form of Addendum to Senior Executive Termination Benefits Agreement (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K filed December 12, 2008, and incorporated herein by

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reference).

10.4 First Addendum to Amended and Restated Senior Executive  
Termination Benefits Agreement dated as of December 8, 2009 by  
and between Darling International Inc. and John O. Muse.

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SIGNATURES

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

DARLING INTERNATIONAL INC.

Date: December 14, 2009 By: /s/ John O. Muse

John O. Muse  
Executive Vice President,  
Finance and Administration

EXHIBIT LIST

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- 10.4 First Addendum to Amended and Restated Senior Executive Termination Benefits Agreement dated as of December 8, 2009 by and between Darling International Inc. and John O. Muse.



