

MEMORANDUM OF AGREEMENT

United Food & Commercial Workers Local No. 7 and Darling National L.L.C., (Inedible Plant) hereby agree to amend the current collective bargaining agreement (January 11, 2010 – December 31, 2012) as follows:

1. Delete current Article 19 and replace as follows:

HEALTH BENEFITS PLAN

The Employer agrees that it is bound by and will comply with all terms and provisions of the trust agreement establishing the Rocky Mountain UFCW Unions and Employers Health Benefit Trust ("Health Benefit Trust"), including any and all actions taken by the Trustees of the Health Benefit Trust pursuant to the power granted to them by such trust agreement. The Employer further agrees to be bound by and comply with all rules and regulations promulgated by the Trustees of the Fund. The Employer further agrees to cooperate with the Trustees of the Health Benefit Trust and the administrative office with respect to any and all enrollment procedures, the provision of census data, and any other reasonable, timely requests from the administrative office as directed by the Trustees of the Health Benefit Trust.

Employer Contributions and Benefit Levels. The Employer agrees to contribute the following amounts per month for each eligible employee.

Employees hired on or before June 1, 2011

	PLAN A	PLAN B
Effective June 1, 2009 (May hours)	\$379.02	\$303.21
Effective June 1, 2010 (May hours)	\$447.63	\$358.10
Effective June 1, 2011 (May hours)	\$602.71	\$482.17
Effective June 1, 2012 (May hours)	\$807.14	\$645.70

Employees hired on or after June 1, 2011

	PLAN A	PLAN B	PLAN C
Effective June 1, 2009 (May hours)	\$326.04	\$260.84	\$164.32
Effective June 1, 2010 (May hours)	\$385.07	\$308.06	\$194.07
Effective June 1, 2011 (May hours)	\$518.48	\$414.79	\$261.30
Effective June 1, 2012 (May hours)	\$694.33	\$555.47	\$349.93

Employee Co-Premiums. Employees who are eligible to participate and enroll in the Health Plan shall as a condition of such participation make a monthly co-premium payment

equal to \$5.00 per week if enrolled in employee only coverage \$10.00 per week if enrolled as employee plus spouse or employee plus children and \$15.00 per week if enrolled in family coverage. Such co-premiums shall be made by payroll deduction and forwarded to the Trust Fund on a monthly basis by the Employer.

If employee and spouse complete annually a health risk assessment questionnaire (“HRQ”), such employee’s co-premium to the Plan shall be reduced \$5 per month for each employee and spouse (max \$10) for that enrollment’s calendar year. An HRQ must be completed each year during enrollment to be eligible to receive the HRQ incentive for each year.

Enrollment and Eligibility.

Effective calendar year enrollment period beginning January 1, 2010, the Plan shall conduct an annual enrollment in accordance with the following procedure.

General Rule

- Currently Enrolled
 - If enrolled for 2009 and no changes desired - need not do anything – terms of enrollment for 2009 remain in effect until coverage under the Plan terminates or until a change is desired.
 - If enrolled and a change is desired - need to timely complete new enrollment form on same basis as in prior years.
 - If not enrolled for 2009, but want to enroll for 2010 or for a subsequent year, need to timely complete enrollment form on same basis as in prior years.
 - Newly eligible employee must initially make a positive election to enroll in the Plan. Terms of initial enrollment will remain in effect until coverage under the Plan terminates or until a change is desired.

Special Rules

- Newly eligible employees – must enroll within 90 days.
- Current special enrollment event rules that remain in effect
- Newly acquired dependent – must enroll within 30 days. The effective date of coverage will be:
- Marriage – the date of marriage.
- Birth of a dependent – the date of birth.
- Adoption or Placement for Adoption of Dependent – date of adoption or placement for adoption.

- Employee or dependent lose coverage under another plan – must enroll within 30 days (Exception: If loss of coverage is under this Plan, individual has 60 days to enroll under Plan). The effective date of coverage will be the first day of the month following the termination of coverage.
- Special disenrollment rules that remain in effect:
 - Dependent spouse becomes covered under spouse's employer's plan or employment status so that the spouse is no longer eligible to participate in a health plan sponsored or maintained by his/her employer - Plan must be notified within 60 days of spouse's coverage to discontinue payment of working spouse fee. The cessation of the working spouse fee is prospective only.
 - Disenrollment – if dependent loses status as eligible dependent or an employee or dependent becomes covered under another plan – must disenroll within 60 days of event causing loss of coverage or effective date of coverage under another plan. The reduction in the weekly payroll deduction is prospective only.
- New procedures/rules.
 - Administration office will need to do semi-annual verification of continuation of student status of known students plus any child who attains age 19 in the spring and fall of each calendar year.
 - For first claim filed by spouse each calendar year, administration office will need to verify working status of spouse and if working, determine if covered by employer's plan.
- Continuation of Rule Regarding Special Enrollment Events
- Employees currently enrolled in the Plan shall continue to be enrolled in the Plan unless they made a positive election to discontinue their enrollment or change their coverage. A discontinuation in coverage may be made within sixty (60) days of a special enrollment event as defined by the Plan. Administrative office will need to do semi-annual verification.

Employees must initially make a positive election to enroll in the Plan. Enrollment is for the entire plan of benefits for the Plan and an employee's failure to make an initial positive enrollment into the Plan shall result in such employee being ineligible for all benefits of the Plan for the remainder of the calendar year or until there has been a special enrollment event as provided in the Plan's Rules and Regulations, whichever occurs first.

The administrator of the fund will use the enrollment data in order to establish the eligibility of employees and their dependents for participation in plan coverage. None other than those employees contained on the enrollment report shall receive benefits from the Trust without the express authorization of the Trustees. The administrator will promptly notify the

Trustees in writing of any instances where coverage has been provided to persons who are not included in the enrollment data, or where a claim for payment has been submitted by or on behalf of such person.

The Fund will audit its enrollment and claims records as least once within each 24 month period to ensure that no employees of the Employer, or the dependents of such employees, are participating in plan coverage for which they are not eligible and to ascertain that claims and other plan expenses are being paid in accordance with the Plan's provisions.

Initial Eligibility – Part-time employees hired before June 1, 2011 who on June 1, 2011 have met the initial eligibility requirement for benefits under the Trust will continue to be eligible for coverage provided the employee enrolls in the Plan beginning in 2011, and further provided the employee has made the required employee co-premium payment. Such employees shall continue to be eligible for Plan A if such employee was eligible for Plan A on June 1, 2011. Employee's who were eligible for and are participating in Plan B on June 1, 2011, shall participate in Plan B until such employee has been covered under such Plan B for 24 months. Thereafter, such employee may advance to Plan A provided they continue to enroll and meet the eligibility requirements of the Plan. Employees hired on or before June 1, 2011, who are not eligible for coverage as of June 1, 2011 shall be required to meet initial eligibility for Plan B, and subsequent eligibility to begin participation in Plan A, as provided in the current agreement.

Full-time employees shall on the first of the month following 3 months of employment, be eligible to enroll with their eligible dependents in Plan B, and after (36) months of eligibility under Plan B, shall be allowed to enroll with their eligible dependents in Plan A

All part-time employees and their eligible dependents hired on or after June 1, 2011 shall, beginning the first of the month following 12 calendar months of employment (but not before January 1, 2010 with regard to their eligible dependents), be eligible to enroll and participate in the Health Plan, under the Health Plan C. Upon completion of the first (36) months of eligibility under Plan C, such employee and their eligible dependents may enroll in Plan B for the next (36) months of eligibility under Plan B. Thereafter, provided the employee continues to maintain eligibility, such employee and their eligible dependents may enroll and participate in Plan A

On-Going Eligibility – After satisfying initial eligibility requirement provisions and enrollment in the Health Plan, the employee must continue to meet the monthly on-going eligibility requirements as a condition of continued participation in the Health Plan. Enrolled employees who work (80) hours in a (4) week month or (100) hours in a (5) week month shall be eligible for coverage on a lag month basis. For the purpose of this Article, hours worked shall include hours paid directly by the Company for holiday, vacation, jury duty, funeral leave and sick pay.

Employees shall continue to be eligible for benefits provided they enroll for coverage in accordance with this Article. In any event, all employees must continue to meet all eligibility requirements of the Plan as a condition of continued eligibility.

Consistent with the change in contribution rates for the benefits set forth above in Item number 1, upon confirmation of the payment for all eligible participants and the payment of the premium set forth under "Retiree benefits" the employer will receive a

credit towards future contributions in the amount of the difference in the amount paid on behalf of each participant greater than set forth above since June 1, 2009.

Consistent with the change in co-premium rates for the benefits set forth above in Item number 1, the each employee will receive a rebate in the amount of the difference in the amount paid on behalf of the participant greater than set forth above since June 1, 2009 in the form of a credit towards future contributions.

Long Term Funding Policy

1. The parties recommend to the trustees that a Minimum Reserve Requirement be established equal to IBNR reserves plus a lag month reserve. The Fund consultants shall calculate the IBNR and lag month reserve requirement at least once every twelve months beginning on (date) and report these amounts to the Trustees at their next regularly scheduled meeting. Any withdrawing employer shall reimburse the Fund for their participants claims run off.
2. If the market value of the assets at any twelve-month review point is ever below the calculated minimum reserve requirement level as calculated by the Fund consultants, then the Fund consultants shall prepare recommendations for benefit plan redesign and/or employee co-premium contributions such that the dollar amount of any such deficiency will be fully recovered by the end of the 12-month period beginning after the trustee meeting in which the deficiency is first projected.
3. No changes are permitted that would violate any contractual agreement between the Fund and any third party vendor.
4. If the Fund consultants cannot agree on a recommended plan of benefit redesign and/or employee co-premium contributions, and the Trustees cannot agree to a corrective action plan, by virtue of deadlock motions, then the trustees must act to adopt the recommended corrective action plan that has the least adverse impact on plan participants, however, one set of Trustees may exercise the Fund's dispute resolution procedure on an expedited basis to determine if other corrective actions must be taken.
5. The minimum reserve target defined above is solely meant to be a "floor". It is not also a "ceiling". That is, no Trustee action is required or expected in the event that reserve levels are above the minimum reserve target.

Retiree's Benefits. Effective June 1, 2011, the Employer will contribute eighteen dollars and thirty-four cents (\$18.34) per month per eligible active bargaining unit employee, covered under this Agreement, in the Health Plan to subsidize the self pay costs of providing Health and Welfare benefits to eligible retirees under the Rocky Mountain UFCW Unions and Employers Health Benefit Plan (the "Retiree's Health Plan").

NON-DUPLICATION OF BENEFITS

In the event any law or governmental regulation requires any payment from the Employer for benefits which would replace, supplement or modify the Medical, Surgical and Hospital Service, Dental Plan, Pension Plan, Prescription Plan, Vision Plan or other benefit provided under this

Agreement, the amount of such payments shall be deducted from the contributions for such benefits required under the terms and conditions of this Agreement.

UFCW Local 7 agrees to instruct its Trustees to recommend to the Board of Trustees of Rocky Mountain UFCW Unions and Employers Health Benefit Trust, that any refund of credited copays to employees who are no longer employed by Darling will be made by the plan Administrator.

2. Add to Appendix B "United Food & Commercial Workers Local 7" as follows:

The Employer and the Union adopt the Rehabilitation Plan as established by the Board of Trustees and the Alternate Schedule which is attached to this Agreement as attachment C.

This agreement will be effective upon ratification of the union membership.

For UFCW Local 7

John P. B.

Date: 11/15/11

For Darling National

Jim Kase

Date: 11-15-2011

**Denver Area Meat Cutters and Employers Pension Plan
Schedule of Contributions and Benefits**

REHABILITATION PLAN – ALTERNATE SCHEDULE FOR DARLING
Contribution and Benefit Adjustments
<ul style="list-style-type: none"> • Contribution Rate - The required contribution rates shall be those as provided for in the collective bargaining agreement currently in effect for the period January 1, 2010 to December 31, 2012 for the Inedible Plant and for the period January 17, 2010 to January 16, 2013 for the Edible Plant and which provide for contributions to the Pension Plan (such contribution rates shall be deemed to be inclusive of the \$0.05 per hour contribution for employees hired after January 31, 2011 [the "New Hire Date"]).
Benefit Accrual Rate
<ul style="list-style-type: none"> • Edible Plant - Hired prior to February 1, 2011 - \$11.00 for three (3) years and \$15.00 thereafter. Hired after January 31, 2011 - \$5.00 (\$7.50 effective February 1, 2014) • Nonedible Plant - Hired prior to February 1, 2011 - \$9.00 for three (3) years and \$13.00 thereafter. Hired after January 31, 2011 - \$5.00 (\$7.50 effective February 1, 2014) • The benefit accrual rate for employees hired after January 31, 2011 shall take effect as of February 1, 2011 and the benefit accrual rate for employees hired prior to February 1, 2011 shall take effect as of the earliest date permitted by federal law. • Benefit accrual for employees hired after January 31, 2011 shall be actuarially equivalent to a single life benefit payable at age 65, without any subsidies or adjustable benefits whatsoever.

<p>For Employees hired before February 1, 2011 the Pension Plan's adjustable benefits shall be adjusted as follows:</p> <ul style="list-style-type: none"> • Elimination of 100% of the value of all adjustable benefits on all accrued benefits and future benefit accruals to the maximum permitted by law, except as noted below. Adjustable benefits to be eliminated include the following: <ul style="list-style-type: none"> — Rule of 85 Pension; — Subsidized Early Retirement Reduction Factors; — Age 60 Supplement; — Post-Retirement Death Benefits in Excess of QJSA (including Three Year Certain & Life benefit and the Five Year Certain & Life benefit); — Pre-retirement Death Benefits in Excess of QPSA (including the \$2,000 lump sum return of contributions death benefit); — Payment options other than Single Life Annuity and QJSA; and — All other adjustable benefits within the meaning of Code section 432(e)(8)(A)(iv) (other than Disability Pension and modified Rule of 80 Pension as described below). • The following adjustable benefits shall be retained : <ul style="list-style-type: none"> — Disability Pension; and — Rule of 80 Pension, except that this benefit will be modified to require that a Participant must have attained age 55 at his Termination date in order to be eligible. • Benefit reductions effective on the earliest date permitted by law.
Rehabilitation Period
January 1, 2010 through December 31, 2022.
Plan to Emerge from the Red Zone and Annual Benchmarks to Assess Progress Toward Emergence
The Plan's actuaries certify that the Contribution and Benefit Adjustments shown above are sufficient for the Plan to emerge from the Red Zone at the end of the Rehabilitation Period

based on the funded status of the Plan as of January 1, 2009 before the addition of any New Hire benefits. In the event that the New Hire benefits are implemented, the Plan's actuaries certify that with the additional contributions specifically designated to fund the New Hire benefits, the plan is still reasonably expected to emerge from Critical Status after such benefit increases, as shown in the annual benchmarks including the New Hire benefits. These schedules will be updated as needed throughout the Rehabilitation Period. Progress toward emergence from the Red Zone will be measured by the Plan's Funding Standard Account Credit (Deficiency) Balance being greater than (less than) the amounts in the following projections. These projections have been made in accordance with the provisions of the Pension Protection Act of 2006 including:

- Contribution rates in accordance with the Collective Bargaining Agreement effective for hours worked in December 2009 payable in January 2010.
- An assumption of the same number of contributable hours as reported for the actuarial valuation as of 1/1/2008. The reasonableness of this assumption has been verified by the Trustees.
- No market related investment gains or losses from 9/30/2009 forward and no other actuarial gains or losses from 1/1/2009 forward.