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Amy Gulinson, Esq.
Husch & Eppenberger, LLC
1200 Main, Ste. 1700
Kansas City, Missouri 64105

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
4/8/2004 2:52:25 PM



NEGATIVE PLEDGE AGREEMENT

THIS NEGATIVE PLEDGE AGREEMENT (this "Agreement") is made as of this 2nd day of April, 2004, by DARLING INTERNATIONAL INC., a Delaware corporation ("Borrower"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, as administrative agent ("Administrative Agent").

Recitals

A. The Borrower, Administrative Agent and certain other credit parties and lenders signatory thereto executed that certain Credit Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of the date hereof, wherein Borrower has agreed that it will not sell, convey, pledge or encumber the real property located in Douglas County, Nebraska and legally described on **Exhibit A** attached hereto and incorporated herein (the "Real Property").

B. The parties desire to execute and record this Agreement in order to provide notice of such negative pledge.

Contractual Provisions

NOW, THEREFORE, in consideration of these presents and other good and valuable consideration, Borrower hereby covenants and agrees that until the Termination Date (as such term is defined in the Credit Agreement), Borrower will not sell (including conveyance of equitable title), convey, assign or otherwise dispose of, encumber, mortgage, or permit the mortgage or encumbrance of the Real Property or any part thereof, except as otherwise provided in the Credit Agreement and any such sale, assignment, conveyance, mortgage or encumbrance in violation of this covenant shall be null and void and shall, in addition, be a default under the Credit Agreement.

[SIGNATURE PAGE FOLLOWS]

MILEAGE 1532 FB 04-8100
 BKP C/O
 DEL STATE RI
 41430

IN WITNESS WHEREOF, Borrower has executed this Agreement as of the day and year first above written.

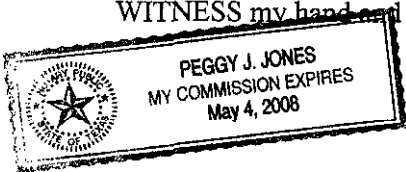
DARLING INTERNATIONAL INC.,
a Delaware corporation

By: *Brad Phillips*
Brad Phillips, Treasurer

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On April 1, 2004, before me, PEGGY J. Jones, Notary Public, personally appeared **Brad Phillips**, the Treasurer of Darling International Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



Peggy J. Jones
SIGNATURE OF NOTARY PUBLIC

[Personalized Seal]

EXHIBIT A

Part of Block 261, in the ORIGINAL CITY OF SOUTH OMAHA, now a part of the City of Omaha, as surveyed and lithographed in Douglas County, Nebraska, together part of vacated "G" Street, all more particularly described as follows:

Commencing at the Northwest corner of said Block 261 and Point of Beginning; thence North $89^{\circ}59'37''$ East along the South right-of-way line of "F" Street a distance of 263.98 feet; thence South $8^{\circ}25'21''$ West a distance of 417.90 feet to the North right-of-way line of "G" Street; thence South $89^{\circ}50'28''$ West along said North right-of-way of "G" Street to a point on the East right-of-way of Dahlman Avenue; thence North $8^{\circ}35'07''$ East along said East right-of-way of Dahlman Avenue a distance of 418.79 feet to the Point of Beginning;

EXCEPT that part taken for street more particularly described as follows:

Beginning at the Northwest corner of said Block 261; thence North $89^{\circ}59'37''$ East along the South right-of-way line of "F" Street a distance of 263.71 feet; thence South $8^{\circ}25'21''$ West, a distance of 32.35 feet; thence South $89^{\circ}59'37''$ West on a line 32.00 feet South of and parallel with the South right-of-way line of "F" Street, a distance of 76.74 feet; thence North $0^{\circ}00'23''$ West, a distance of 10.00 feet; thence South $89^{\circ}59'37''$ West on a line 22.00 feet South of and parallel with the South right-of-way line of "F" Street, a distance of 185.55 feet; thence North $8^{\circ}35'07''$ East on the East right-of-way line of Dahlman Avenue, a distance of 22.25 feet to the Point of Beginning.

NOTE: The North line of Block 261 is assumed to bear North $89^{\circ}59'37''$ East for this description.