

ALLIANCE ONE INTERNATIONAL, INC.  
Form 8-K  
June 30, 2014

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
**Washington, D.C. 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): June 27, 2014**

**Alliance One International, Inc.**

**(Exact name of Registrant, as specified in its charter)**

(State or other jurisdiction of incorporation) (Commission file number) (I.R.S. Employer Identification No.)

8001 Aerial Center Parkway

Morrisville, North Carolina 27560-8417

(Address of principal executive offices, including zip code)

(919) 379-4300

(Registrant's telephone number, including area code)

Not Applicable

(Former name or address, if changed since last report)

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:

- .. 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.**

As previously announced, the retirement of J. Henry Denny as Executive Vice President Business Relationship Management and Leaf of Alliance One International, Inc. (the Company) is effective June 30, 2014. The Company and Mr. Denny have entered into a consulting agreement dated June 27, 2014 (the Agreement). The term of the Agreement will commence on July 1, 2014 and continue until March 31, 2015 unless sooner terminated as provided in the Agreement. Under the Agreement, Mr. Denny will provide consulting expertise and assistance to the Company's Business Relationship Management and Leaf functional areas. During the term of the Agreement, Mr. Denny is to devote such time as reasonably necessary to perform his services under the Agreement and to coordinate his work with designated Company's representatives. In consideration for these services, Mr. Denny will be paid \$22,000 per month, plus reimbursement of reasonable expenses incurred in performing services under the Agreement. The agreement provides that Mr. Denny shall be an independent contractor and not an employee of the Company with respect to his services provided under the Agreement. Mr. Denny has agreed to observe customary confidentiality provisions under the Agreement. The Agreement is terminable upon 60 days' written notice by either the Company or Mr. Denny.

The foregoing summary of the Agreement is qualified in its entirety by reference to the Agreement, which is filed as Exhibit 10.1 hereto and incorporated by reference herein.

**Item 9.01 Financial Statements and Exhibits.**

| Exhibit No. | Description  |
|-------------|--|
| 10.1        | Consulting Agreement, dated as of June 27, 2014, between Alliance One International, Inc. and J. Henry Denny |

**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.

Date: June 30, 2014

**ALLIANCE ONE INTERNATIONAL,  
INC.**

By: /s/ William L. O Quinn, Jr.  
William L. O Quinn, Jr.  
Senior Vice President, Chief Legal  
Officer and Secretary

**INDEX TO EXHIBITS**

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