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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

August 12, 2014

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of Memorandum of Full Indenture Termination, dated as of July 29, 2014, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Numbers 20201-A and 20201-B.

The names and addresses of the parties to the enclosed document are:

Owner Trustee: Wells Fargo Bank Northwest, N.A.
299 South Main Street, 12th Floor
Salt Lake City, UT 84111

Indenture Trustee: Wilmington Trust Company
Rodney Square North
100 North Market Street
Wilmington, DE 19890-0001

Chief
Section of Administration
August 12, 2014
Page 2

A description of the railroad equipment covered by the enclosed document is:

The lien is RELEASED on all railcars covered by the Trust Indenture and Security Agreement and the Lease and Indenture Supplement No. 1 filed under Recordation Numbers 20201-A and 20201-B.

A short summary of the document to appear in the index is:

Memorandum of Full Indenture Termination.

Also enclosed is a check in the amount of \$44.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Edward M. Luria

EML/sem
Enclosures

THIS MEMORANDUM OF FULL INDENTURE TERMINATION, dated as of July 29, 2014, by and between WELLS FARGO BANK NORTHWEST, N.A., not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under the Trust Agreement, dated as of July 31, 1996 (the "Trust Agreement"), and WILMINGTON TRUST COMPANY, a Delaware trust company, not in its individual capacity, but solely as Indenture Trustee (together with any successor indenture trustee, the "Indenture Trustee" and together with Lessee and Owner Trustee, the "Parties"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Indenture (defined below).

WHEREAS, Owner Trustee, as lessor, and Tate & Lyle Ingredients Americas LLC ("Lessee"), as lessee, entered into that certain Lease Agreement, dated as of July 31, 1996 (as amended, modified and/or supplemented from time to time, the "Lease") which was recorded with the Surface Transportation Board ("STB") on July 31, 1996 at 9:05 a.m. under Recordation No. 20201 and filed with the Registrar General of Canada (the "RGC") on July 31, 1996 as Document Key 4429, in each case covering the Equipment described therein;

WHEREAS, Owner Trustee and Indenture Trustee entered into that certain Trust Indenture and Security Agreement, dated as of July 31, 1996 (as amended, modified and/or supplemented from time to time, the "Indenture") which was recorded on July 31, 1996 at 9:05 a.m. under Recordation No. 20201-A and filed with the RGC on July 31, 1996 as Document Key 4430, in each case covering the Equipment described therein;

WHEREAS, Owner Trustee, as lessor, and Lessee, as lessee, entered into that certain Lease and Indenture Supplement No. 1, dated as of July 29, 1996 (the "Lease and Indenture Supplement No. 1") which was recorded with the Surface Transportation Board ("STB") on July 29, 1996 at 9:05 a.m. under Recordation No. 20201-B and filed with the RGC on July 31, 1996 as Document Key 4431, in each case covering the Equipment described therein;

WHEREAS, effective the date hereof, the Lien of the Indenture is released and delivered with respect to all railroad equipment at any time and from time to time subject to the Indenture;

WHEREAS, the Lease shall continue to be effective in all respects with regard to all railroad equipment remaining subject thereto; and

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid release of the Indenture.

NOW, THEREFORE, to accomplish the foregoing, the Parties are filing this Memorandum of Indenture Termination with the STB pursuant to 49 USC section 11301(a) and with the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act.

This Memorandum of Full Indenture Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Indenture Trustee

By: _____



Name:

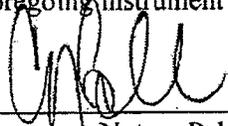
Steve Barone

Title:

Assistant Vice President

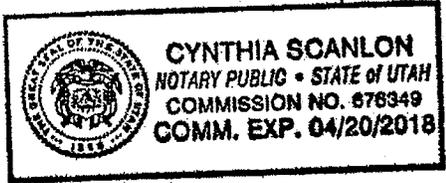
STATE OF Utah)
) SS.:
COUNTY OF Salt Lake)

On this _____ day of _____, 2014, before me personally appeared Michael Arsonaut, to me personally known, who, by me being duly sworn, says that he/she is Vice President of WELLS FARGO BANK NORTHWEST, N.A., and that the foregoing instrument was signed on behalf of said national banking association by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.



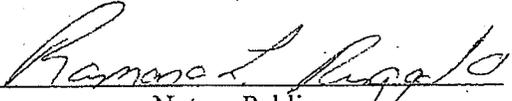
Notary Public

My commission expires
04/20/2018

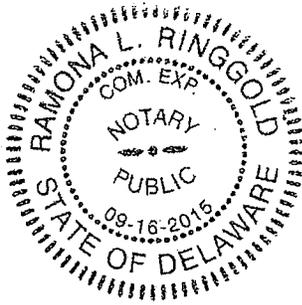


STATE OF DELAWARE)
) SS.:
COUNTY OF NEW CASTLE)

On this 31st day of July, 2014, before me personally appeared ~~Steven Barone~~ to me personally known, who, by me being duly sworn, says that he/she is Assistant Vice President of WILMINGTON TRUST COMPANY, that the foregoing instrument was signed on behalf of said Delaware trust company, by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said Delaware trust company.


Notary Public

My commission expires



RAMONA L. RINGGOLD
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 09-16-2015

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 8/12/14

Edward M Luria
Edward M. Luria