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

December 2, 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 a Memorandum of Lease Termination, dated as of December 2, 2014, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease Agreement and Lease and Indenture Supplement No. 1 previously filed with the Board under Recordation Numbers 20201 and 20201-B.

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

Owner Trustee:	Wells Fargo Bank Northwest (successor in interest to First Security Bank, N.A.) 79 South Main Street Salt Lake City, UT 84111
Lessee:	Tate & Lyle Ingredients Americas LLC (f/k/a A.E. Staley Manufacturing Company) 2200 East Eldorado Street Decatur, IL 62521

Section Chief
December 2, 2014
Page 2

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

All railroad equipment covered by the Lease Agreement and the Lease and Indenture Supplement No. 1 previously filed with the Board under Recordation Numbers 20201 and 20201-B is TERMINATED and RELEASED.

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

Memorandum of Lease Termination.

Also enclosed is a check in the amount of \$43.00 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,



for

Edward M. Luria

EML/cem
Enclosures

MEMORANDUM OF LEASE TERMINATION

THIS MEMORANDUM OF LEASE TERMINATION, dated as of December 2, 2014, by and between TATE & LYLE INGREDIENTS AMERICAS LLC (formerly known as A.E. Staley Manufacturing Company) ("Lessee"), and WELLS FARGO BANK NORTHWEST, N.A. (successor in interest to First Security Bank, National Association), not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") and together with Lessee, the "Parties") under the Trust Agreement, dated as of July 31, 1996 (the "Trust Agreement"). 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 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 covering the Equipment described therein as well as the Office of the Registrar General of Canada ("RGC") pursuant to Section 105 of the Canada Transportation Act ("CTA") on July 31, 1996 as Document Key 4429;

WHEREAS, Owner Trustee, as lessor, and Lessee, as lessee, entered into that certain Lease and Indenture Supplement No. 1, dated as of July 31, 1996 (the "Lease Supplement No. 1") which was recorded with the Surface Transportation Board ("STB") on July 31, 1996 at 9:05 a.m. under Recordation No. 20201-B covering the Equipment described therein as well as the RGC pursuant to Section 105 of the CTA on July 31, 1996 as Document Key 4431; and

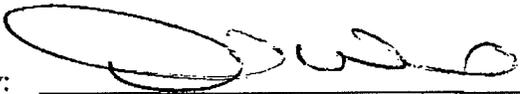
WHEREAS, effective the date hereof, the Lease, together with Lease Supplement No. 1, delivered with respect to the railroad equipment described therein is terminated and the Lien of the Lease is released and delivered with respect thereto.

NOW, THEREFORE, to accomplish the foregoing, the Parties are filing this Memorandum of Lease Termination with the STB pursuant to 49 USC Section 11301(a) and with the RGC pursuant to Section 105 of the CTA.

[Signatures Contained on Following Page]

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

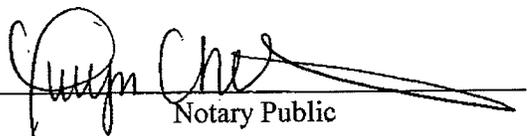
WELLS FARGO BANK NORTHWEST, N.A.,
not in its individual capacity, but solely as
Owner Trustee

By: 

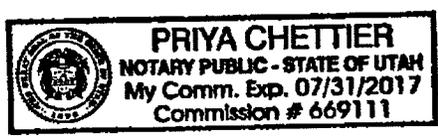
Name: **David Wall**
Title: **Vice President**

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

On this 2nd day of DECEMBER 2014, before me personally appeared David Wall, 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.

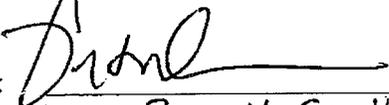

Notary Public

My commission expires



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

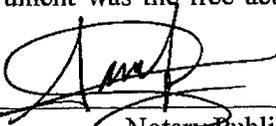
TATE & LYLE INGREDIENTS AMERICAS
LLC, as Lessee

By: 

Name: Peter M. Gisrelli
Title: Vice President & General Counsel

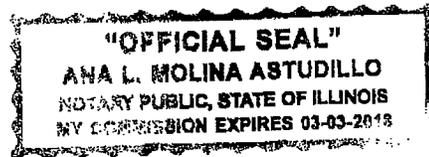
STATE OF Illinois)
) SS.:
COUNTY OF COOK)

On this 17th day of November 2014, before me personally appeared Peter M. Castelli, to me personally known, who, by me being duly sworn, says that he/she is ~~Vice President & General Counsel~~ of TATE & LYLE INGREDIENTS AMERICAS LLC, that the foregoing instrument was signed on behalf of said 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 company.



Notary Public

My commission expires March 3rd, 2018



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: 12/2/14

Edward M Luria
Edward M. Luria