

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036
—
(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

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

July 2, 2014

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

Dear Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Partial Lease and Partial Indenture Termination, dated as of July 2, 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 Number 22421.

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

Indenture Trustee: Wells Fargo Bank Northwest, N.A. (as successor
in interest to First Security Bank, National
Association)
79 South Main Street
Salt Lake City, UT 84111

Owner Trustee: U.S. Bank National Association (successor to
State Street Bank and Trust Company, N.A.)
Goodwin Square
225 Asylum Street, 23rd Floor
Hartford, CT 06103

Lessee: Tate & Lyle Ingredients Americas LLC (f/k/a
A.E. Staley Manufacturing Company)
2200 East Eldorado Street
Decatur, IL 62521

Chief
Section of Administration
July 2, 2014
Page 2

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

404 tank cars STSX 4000 – STSX 4045 and STSX 4047 – STSX 4404;
and 138 covered hopper railcars SSPX 2000 – SSPX 2137 are
TERMINATED.

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

Memorandum of Partial Lease and Partial 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,

A handwritten signature in black ink, appearing to read "Edward M. Luria". The signature is stylized with a large, sweeping initial "E" and a long, horizontal stroke extending to the right.

Edward M. Luria

EMLsem
Enclosures

MEMORANDUM OF PARTIAL TERMINATION

THIS MEMORANDUM OF PARTIAL LEASE AND PARTIAL INDENTURE TERMINATION, dated as of July 2, 2014, by and among TATE & LYLE INGREDIENTS AMERICAS LLC (formerly known as A.E. Staley Manufacturing Company) ("Lessee"), WELLS FARGO BANK NORTHWEST, N.A. (successor in interest to First Security Bank, National Association), not in its individual capacity, but solely as Indenture Trustee (the "Indenture Trustee") and U.S. BANK NATIONAL ASSOCIATION (successor to State Street Bank and Trust Company, N.A.), not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee" and together with Lessee and Indenture 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 Lessee, as lessee, entered into that certain Equipment Lease Agreement (GE/Staley Trust 1999A), dated as of September 15, 1999 (as amended, modified and/or supplemented from time to time, the "Lease") as supplemented by that certain Lease Supplement No. 1 (GE/Staley Trust 1999A), dated September 24, 1999 (the "Lease Supplement No. 1") and a memorandum of the Lease and Lease Supplement No. 1 was recorded with the Surface Transportation Board ("STB") on September 23, 1999 at 2:00 p.m. under Recordation No. 22421 and at the Office of the Registrar General of Canada (the "RGC") as Document Key 11950 covering the Equipment described therein;

WHEREAS, Owner Trustee and Indenture Trustee entered into that certain Trust Indenture and Security Agreement (GE/Staley Trust 1999A), dated as of September 15, 1999 (as amended, modified and/or supplemented from time to time, the "Indenture") as supplemented by that certain Indenture Supplement (GE/Staley Trust 1999A) No. 1 dated September 24, 1999 (the "Indenture Supplement No. 1") and a memorandum of the Indenture and Indenture Supplement No. 1 was recorded on September 23, 1999 at 2:00 p.m. under Recordation No. 22421-A and on September 24, 1999 at the RGC as Document Key 11951 covering the Equipment described therein;

WHEREAS, Owner Trustee, as lessor, and Lessee, as lessee, entered into that certain Lease Supplement No. 2 (GE/Staley Trust 1999A) dated December 15, 1999 ("Lease Supplement No. 2"), a memorandum of which was recorded on December 15, 1999 at 1:14 p.m. under recordation number 22421-B and on December 4, 1999 at the RGC as Document Key 121977 and Lease Supplement No. 3 (GE/Staley Trust 1999A) dated March 15, 2000, a memorandum of which was recorded on March 15, 2000 at 1:57 p.m. under recordation number 22421-D, as amended by the Amendment to March Closing Documents No. 1 (GE/Staley Trust 1999A) which was evidenced by the Memorandum of Amendment to Lease Supplement No. 3 dated July 21, 2000 which was recorded on July 21, 2000 at 11:12 a.m. under recordation number 22421-F (as amended, "Lease Supplement No. 3");

WHEREAS, Owner Trustee and Indenture Trustee entered into that certain Indenture Supplement (GE/Staley Trust 1999A) No. 2 dated December 15, 1999 ("Indenture Supplement No. 2"), a memorandum of which was recorded on December 15, 1999 at 1:14 p.m. under recordation number

22421-C and on December 12, 1999 at the RGC as Document Key 12198 and Indenture Supplement (GE/Staley Trust 1999A) No. 3 dated March 15, 2000, a memorandum of which was recorded on March 15, 2000 at 2:14 p.m. under recordation number 22421-E, as amended by the Amendment to March Closing Documents No. 1 (GE/Staley Trust 1999A) which was evidenced by the Memorandum of Amendment to Indenture Supplement No. 3 dated July 21, 2000 which was recorded on July 21, 2000 at 11:27 a.m. under recordation number 22421-G (as amended, "Indenture Supplement No. 3");

WHEREAS, effective the date hereof, the Lease, together with Lease Supplement No. 1 and the Indenture, together with Indenture Supplement No. 1, delivered with respect to the railroad equipment described in Schedule A hereto (the "Terminated Units") is terminated and the Lien of the Indenture is released solely with respect to the Terminated Units;

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

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid sale and assignment of the Terminated Units, and the respective interests therein of the Parties.

NOW, THEREFORE, to accomplish the foregoing, the Parties are filing this Memorandum of Partial Lease and Partial 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 Partial Lease and Partial Indenture Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

U.S. BANK NATIONAL ASSOCIATION, not
in its individual capacity, but solely as Owner
Trustee

By: *Susan C. Chadbourne*
Name: Susan C. Chadbourne
Title: Vice President

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

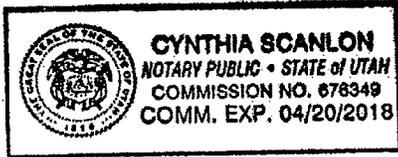
TATE & LYLE INGREDIENTS AMERICAS
LLC, as Lessee

By: 

Name: RALPH TIEDRA
Title: ASSISTANT TREASURER

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

On this _____ day of _____, 2014, before me personally appeared Michael Arsenault, 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.



Cynthia Scanlon
Notary Public

STATE OF CONNECTICUT)
) SS.:
COUNTY OF HARTFORD)

On this 2ND day of July, 2014, before me personally appeared Susan C. Chadbourne, to me personally known, who, by me being duly sworn, says that she is a Vice President of U.S. BANK NATIONAL ASSOCIATION, that the foregoing instrument was signed on behalf of said national banking association, by authority of its board of directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

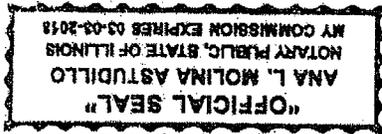
Karen R. Felt

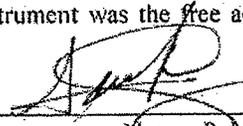
Notary Public

KAREN R. FELT Notary Public, State of Connecticut My Commission Expires Feb. 28, 2019

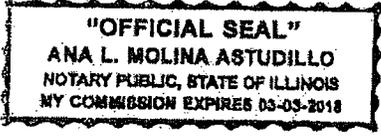
STATE OF Illinois)
) SS.:
COUNTY OF Cook)

On this ___ day of June, 2014, before me personally appeared Ralph Tizora, to me personally known, who, by me being duly sworn, says that he/she is Asst. Treasurer 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



SCHEDULE A
to Memorandum of Partial Lease and Partial Indenture Termination

<u>Description</u>	<u>Qty</u>	<u>Car Marks</u>
19,600 gallon Tank Cars with 286,000 lb. gross rail load	404	STX 4000 through STX 4045, STX 4047 through STX 4404 (inclusive)
Power Flo II Pressure Differential Hopper Railcars with 286,000 lb. gross rail load	138	SSPX 2000 through SSPX 2137 (inclusive)

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: 7/2/14

Edward M Luria
Edward M. Luria