

RECORDATION NO. 20746-G
FILED December 28, 2012 03:20 PM
SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

December 28, 2012

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 Partial Termination, dated as of December 28, 2012, 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 20746, 20746-A and 20746-D.

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

Lessee: Tate & Lyle Ingredients Americas, Inc.
2200 East Eldorado Street
Decatur, IL 62521

Chief
Section of Administration
December 28, 2012
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A description of the railroad equipment covered by the enclosed document is:

200 covered hopper railcars: STLX 6000 – STLX 6199; and 50 power flo railcars: SSPX 1232 – SSPX 1281 TERMINATED.

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

Memorandum of Partial Termination.

Also enclosed is a check in the amount of \$42.00 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 'E. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem
Enclosures

MEMORANDUM OF PARTIAL TERMINATION

THIS MEMORANDUM OF PARTIAL LEASE AND INDENTURE TERMINATION, dated as of December 28, 2012, 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 Owner Trustee (the "Owner Trustee") under the Trust Agreement, dated as of June 30, 1997 (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 Lessee, as lessee, entered into that certain Lease Agreement, dated as of June 30, 1997 (as amended, modified and/or supplemented from time to time, the "Lease") which was recorded with the Surface Transportation Board ("STB") on June 30, 1997 at 11:15 a.m. under Recordation No. 20746 covering the Equipment described therein;

WHEREAS, Owner Trustee and Indenture Trustee entered into that certain Trust Indenture and Security Agreement, dated as of June 30, 1997 (as amended, modified and/or supplemented from time to time, the "Indenture") which was recorded on June 30, 1997 at 11:15 a.m. under Recordation No. 20746-A 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 June 30, 1997 (the "Lease Supplement No. 1") which was recorded with the Surface Transportation Board ("STB") on June 30, 1997 at 11:15 a.m. under Recordation No. 20746-D covering the Equipment described therein;

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

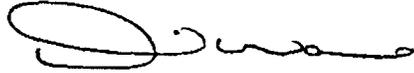
WHEREAS, the Indenture, the Lease and Lease and Indenture Supplement No. 2, dated December 15, 1997 shall continue to be effective in all respects with regard to all remaining railroad equipment subject thereto; and

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 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 Indenture 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)

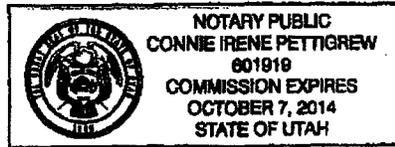
On this _____ day of December, 2012, before me personally appeared David Wall, to me personally known, who, by me being duly sworn, says that he/~~she~~ is Vice President of WELLS FARGO BANK NORTHWEST, N.A., and that the foregoing instrument was signed on behalf of said national banking association by 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

10/07/2014



This Memorandum of Partial Lease and 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:

Title:

Steve Barone
Assistant Vice President

STATE OF Delaware)
) SS.:
COUNTY OF New Castle)

On this 7th day of December, 2012, 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.

Vernessa E. Robinson
Notary Public

My commission expires

VERNESSA E. ROBINSON
Notary Public - State of Delaware
My Comm. Expires Oct. 26, 2014



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

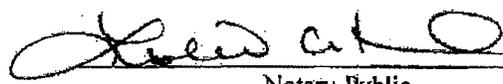
TATE & LYLE INGREDIENTS AMERICAS
LLC, as Lessee

By: 

Name: Ralph Ticora
Title: Assistant Treasurer

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

On this 21 day of December, 2012, before me personally appeared Ralph Tiora, to me personally known, who, by me being duly sworn, says that he/she is Assistant 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

My commission expires: 12/7/2015



SCHEDULE A
to Memorandum of Partial Lease Termination

Description	Qty	Car Marks
5161 Covered Hopper Railcars;	200	STLX 6000-6199, inclusive
Power Flo Railcars	50	SSPX 1232-1281, 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: 12/28/12

Edward M Luria
Edward M. Luria