

RECORDATION NO 20201-I FILED
July 30, 2012 02:40 PM
SURFACE TRANSPORTATION BOARD

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July 30, 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 July 30, 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 20201.

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

Owner Trustee: Wells Fargo Bank Northwest, National Association
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
July 30, 2012
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A description of the railroad equipment covered by the enclosed document is:

400 railcars TERMINATED: SSPX 1082 – SSPX 1231 and STSX 3150 – STSX 3399.

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 \$41.00 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', with a checkmark to the left of the signature.

Edward M. Luria

EML/sem
Enclosures

MEMORANDUM OF PARTIAL TERMINATION

THIS MEMORANDUM OF PARTIAL LEASE AND INDENTURE TERMINATION, dated as of July 30, 2012, by and among TATE & LYLE INGREDIENTS AMERICAS LLC ("Lessee"), 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 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;

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 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 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 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;

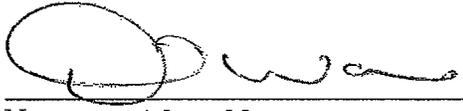
WHEREAS, the Indenture, the Lease and Lease Supplement No. 1 shall continue to be effective in all respects with regard to all railroad equipment subject thereto other than the Terminated Units; and

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.

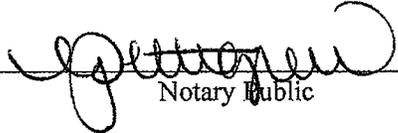
This Memorandum of Partial Lease and Indenture Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

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

By: 
Name: David Wall
Title: Assistant Vice President

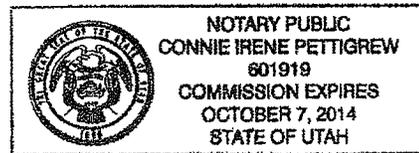
STATE OF UTAH)
) SS.:
COUNTY OF SALT LAKE)

On this 30th day of JULY, 2012, before me personally appeared David Wall, to me personally known, who, by me being duly sworn, says that he/she is Assistant 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.



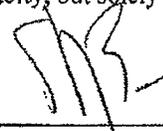
Notary Public

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: _____

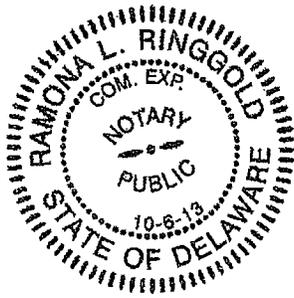
Name: **Steve Barone**
Title: **Assistant Vice President**

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

On this 24 day of July, 2012, before me personally appeared Steve Rame, 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.

Ramona L. Ringgold
Notary Public

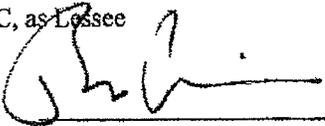
My commission expires



RAMONA L. RINGGOLD
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 10-06-2013

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

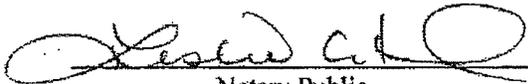
By: 

Name:

Title:

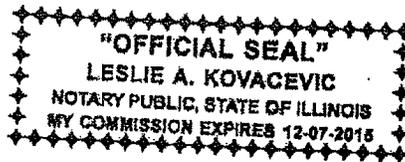
STATE OF IL)
) SS.:
COUNTY OF COOK)

On this 27 day of July, 2012, before me personally appeared Peter Castelli, to me personally known, who, by me being duly sworn, says that he/she is Group VP, 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 expire
12-7-2015



SCHEDULE A to
Memorandum of Partial Lease and Indenture Termination

Power Flo Cars:

SSPX 1082-1231, inclusive

Tank Cars:

STX 3150-3399, 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: 7/30/12

Edward M Luria
Edward M. Luria