UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of report (Date of earliest event reported): September 14, 2010

CORN PRODUCTS INTERNATIONAL, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**1-13397**	**22-3514823**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

5 Westbrook Corporate Center, Westchester, Illinois	**60154-5749**
(Address of Principal Executive Offices)	(Zip Code)

(708) 551-2600
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement

Underwriting Agreement

On September 14, 2010, Corn Products International, Inc. (the "Company") entered into an Underwriting Agreement (the "Underwriting Agreement") with J.P. Morgan Securities LLC, Banc of America Securities LLC and Citigroup Global Markets Inc., as representatives of the underwriters named therein (the "Underwriters"), with respect to the offer and sale of $350 million aggregate principal amount of its 3.200% Senior Notes due November 15, 2015 (the "2015 Notes"), $400 million aggregate principal amount of its 4.625% Senior Notes due November 15, 2020 (the "2020 Notes") and $150 million aggregate principal amount of its 6.625% Senior Notes due April 15, 2037 (the "2037 Notes" and, together with the 2015 Notes and the 2020 Notes, the "Notes"). The Underwriting Agreement contains customary representations, warranties and agreements by the Company, and customary closing conditions, indemnification rights and termination provisions.

J.P. Morgan Securities LLC is providing certain advisory and other services to the Company in connection with its pending acquisition of certain business entities and assets comprising Akzo Nobel N.V.'s specialty starches business, commonly known as "National Starch." In addition, the Company and its affiliates regularly engage certain of the Underwriters or their affiliates to provide other banking and financial services, including as lenders under the Company's Term Loan Credit Agreement.

The foregoing description of the Underwriting Agreement is qualified in its entirety by reference to the complete terms and conditions of the Underwriting Agreement, a copy of which is filed herewith as Exhibit 1.1 and is incorporated herein by reference.

The Underwriting Agreement has been included to provide investors and security holders with information regarding its terms. The representations, warranties and covenants contained in the Underwriting Agreement were made only for purposes of that agreement and as of specific dates, and were solely for the benefit of the parties to the Underwriting Agreement. Investors should not rely on the representations, warranties and covenants or any description thereof as characterizations of the actual state of facts or condition of the Company or any of its subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the Underwriting Agreement, which subsequent information may or may not be fully reflected in public disclosures by the Company.

Supplemental Indentures and the Notes

On September 17, 2010, the Company entered into a fifth supplemental indenture (the "Fifth Supplemental Indenture") to the Indenture, dated as of August 18, 1999 (the "Indenture"), between the Company and The Bank of New York Mellon Trust Company, N.A. (as successor trustee to The Bank of New York), as trustee (the "Trustee"). The Fifth Supplemental Indenture relates to the 2015 Notes.

On September 17, 2010, the Company entered into a sixth supplemental indenture (the "Sixth Supplemental Indenture") to the Indenture, which relates to the 2020 Notes.

On September 17, 2010, the Company entered into a seventh supplemental indenture (the "Seventh Supplemental Indenture" and, together with the Fifth Supplemental Indenture and the Sixth Supplemental Indenture, the "Supplemental Indentures") to the Indenture, which relates to the 2037 Notes. The Company previously issued $100 million in aggregate principal amount of 6.625% Senior Notes due 2037 (the "Existing 2037 Notes") under the Indenture. The 2037 Notes will be treated as a single series with the Existing 2037 Notes for purposes of the Indenture.

The Notes were issued and sold on September 17, 2010 in a public offering pursuant to the Company's Registration Statement on Form S-3 (File No. 333-169357) and a prospectus supplement dated September 14, 2010 (the "Prospectus Supplement").

The terms of the Notes, the Indenture and the Supplemental Indentures are further described in the Prospectus Supplement under the heading "Description of the notes" and in the related prospectus, dated September 14, 2010,

that is included with the Prospectus Supplement, under the heading "Description of Debt Securities," which descriptions are incorporated by reference herein.

The foregoing description of the Notes is qualified in its entirety by reference to the complete terms and conditions of the Fifth Supplemental Indenture, Sixth Supplemental Indenture and Seventh Supplemental Indenture, and the forms of the 2015 Notes, 2020 Notes and 2037 Notes, copies of which are filed herewith as Exhibits 4.1, 4.2, 4.3, 4.4, 4.5 and 4.6, respectively and are incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information included under the heading "Supplemental Indentures and the Notes" in Item 1.01, above, is incorporated by reference into this Item 2.03.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits*.

Exhibit No.	Exhibit
1.1	Underwriting Agreement, dated September 14, 2010, between the Company and J.P. Morgan Securities LLC, Banc of America Securities LLC and Citigroup Global Markets Inc., as representatives of the underwriters named therein
4.1	Fifth Supplemental Indenture, dated September 17, 2010, between the Company and The Bank of New York Mellon Trust Company, N.A. (as successor trustee to The Bank of New York), as trustee
4.2	Sixth Supplemental Indenture, dated September 17, 2010, between the Company and The Bank of New York Mellon Trust Company, N.A. (as successor trustee to The Bank of New York), as trustee
4.3	Seventh Supplemental Indenture, dated September 17, 2010, between the Company and The Bank of New York Mellon Trust Company, N.A. (as successor trustee to The Bank of New York), as trustee
4.4	3.200% Senior Note due 2015
4.5	4.625% Senior Note due 2020
4.6	6.625% Senior Note due 2037

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CORN PRODUCTS INTERNATIONAL, INC.

Date: September 20, 2010

By: /s/ Cheryl K. Beebe
Cheryl K. Beebe
Vice President and Chief Financial Officer

EXHIBIT INDEX

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Exhibit 1.1

EXECUTION VERSION

CORN PRODUCTS INTERNATIONAL, INC.

$350,000,000 3.200% Senior Notes due 2015
$400,000,000 4.625% Senior Notes due 2020
$150,000,000 6.625% Senior Notes due 2037

UNDERWRITING AGREEMENT

September 14, 2010

J.P. Morgan Securities LLC
Banc of America Securities LLC
Citigroup Global Markets Inc.
As Representatives of the several
Underwriters named in Schedule I
c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

Dear Ladies and Gentlemen:

Corn Product International Inc., a corporation organized under the laws of Delaware (the "**Company**"), proposes to sell to the several underwriters named in Schedule I hereto (the "**Underwriters**"), for whom you (the "**Representatives**") are acting as representatives, $350,000,000 aggregate principal amount of its 3.200% Senior Notes due 2015 (the "**2015 Securities**"), $400,000,000 aggregate principal amount of its 4.625% Senior Notes due 2020 (the "**2020 Securities**") and $150,000,000 aggregate principal amount of its 6.625% Senior Notes due 2037 (the "**2037 Securities**", and together with the 2015 Securities and 2020 Securities, the "**Securities**"), to be issued under an indenture (the "**Base Indenture**") dated as of August 18, 1999, between the Company and The Bank of New York Trust Company, N.A. (as successor to The Bank of New York), as trustee (the "**Trustee**"), as amended and supplemented by the third and fourth supplemental indentures thereto, dated April 10, 2007, and by one or more supplemental indentures to be dated on or about September 17, 2010 (as so supplemented, the "**Indenture**"). Any reference herein to the Registration Statement, the Base Prospectus, any Preliminary Prospectus or the Final Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the issue date of the Base Prospectus, any Preliminary Prospectus or the Final Prospectus, as the case may be; and any reference herein to the terms "**amend,**" "**amendment**" or "**supplement**" with respect to the Registration Statement, the Base Prospectus, any Preliminary Prospectus or the Final Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act after the Effective Date of the Registration Statement or the issue date of the Base

Prospectus, any Preliminary Prospectus or the Final Prospectus, as the case may be, deemed to be incorporated therein by reference. Certain terms used herein are defined in Section 20 hereof.

1. *Representations, Warranties and Agreements of the Company*. The Company represents, warrants and agrees that:

(a) The Company meets the requirements for use of Form S-3 under the Act and has prepared and filed with the Commission an automatic shelf registration statement, as defined in Rule 405 (File No. 333-169357) on Form S-3, including a related Base Prospectus, for registration under the Act of the offering and sale of the Securities. Such Registration Statement, including any amendments thereto filed prior to the Execution Time, became effective upon filing. The Company may have filed with the Commission, as part of an amendment to the Registration Statement or pursuant to Rule 424(b), one or more preliminary prospectus supplements relating to the Securities, each of which has previously been furnished to you. The Company will file with the Commission a final prospectus supplement relating to the Securities in accordance with Rule 424(b). As filed, such final prospectus supplement, except to the extent the Representatives shall agree in writing to a modification, shall be in all substantive respects in the form furnished to you prior to the Execution Time or, to the extent not completed at the Execution Time, shall contain only such specific additional information and other changes (beyond that contained in the Base Prospectus and any Preliminary Prospectus) as the Company has advised you, prior to the Execution Time, will be included or made therein. The Registration Statement, at the Execution Time, meets the requirements set forth in Rule 415(a)(1)(x).

(b) On each Effective Date, the Registration Statement did, and when the Final Prospectus is first filed in accordance with Rule 424(b) and on the Closing Date (as defined herein), the Final Prospectus (and any supplement thereto) will, comply in all material respects with the applicable requirements of the Act, the Exchange Act and the Trust Indenture Act and the respective rules thereunder; on each Effective Date and at the Execution Time, the Registration Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; on the Effective Date and on the Closing Date the Indenture did or will comply in all material respects with the applicable requirements of the Trust Indenture Act and the rules thereunder; and on the date of any filing pursuant to Rule 424(b) and on the Closing Date, the Final Prospectus (together with any supplement thereto) will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that the Company makes no representations or warranties as to (i) that part of the Registration Statement which shall constitute the Statement of Eligibility and Qualification (Form T-1) under the Trust Indenture Act of the Trustee or (ii) the information contained in or omitted from the Registration Statement or the Final Prospectus (or any supplement thereto) in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion in the Registration Statement or the

Final Prospectus (or any supplement thereto), it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8 hereof.

(c) At the Execution Time, the Disclosure Package and each electronic road show, when taken together as a whole with the Disclosure Package, did not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from the Disclosure Package based upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8 hereof.

(d) (i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Sections 13 or 15(d) of the Exchange Act or form of prospectus), (iii) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c)) made any offer relating to the Securities in reliance on the exemption in Rule 163, and (iv) at the Execution Time (with such date being used as the determination date for purposes of this clause (iv)), the Company was or is (as the case may be) a "**well-known seasoned issuer**" as defined in Rule 405. The Company agrees to pay the fees required by the Commission relating to the Securities within the time required by Rule 456(b)(1) without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r).

(e) (i) At the earliest time after the filing of the Registration Statement that the Company or another offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2)) of the Securities and (ii) as of the Execution Time (with such date being used as the determination date for purposes of this clause (ii)), the Company was not and is not an Ineligible Issuer (as defined in Rule 405), without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Company be considered an Ineligible Issuer.

(f) Each Issuer Free Writing Prospectus and the final term sheet prepared and filed pursuant to Section 5(b) hereto as of its issue date and at all subsequent times through the completion of the offering of the Securities did not and will not include any information that conflicts with the information contained in the Registration Statement, including any document incorporated therein by reference and any prospectus supplement deemed to be a part thereof that has not been superseded or modified. The foregoing sentence does not apply to statements in or omissions from any Issuer Free Writing Prospectus based upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it

being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8 hereof.

(g) The documents incorporated by reference in the Disclosure Package and the Final Prospectus, when they became effective or were filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder, and, when read together with the other information included in or incorporated by reference in the Disclosure Package and the Final Prospectus, none of such documents contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and any further documents so filed and incorporated by reference in the Disclosure Package and the Final Prospectus, when such documents become effective or are filed with Commission, as the case may be, will, when read together with the other information included in or incorporated by reference in the Disclosure Package and the Final Prospectus, conform in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(h) The Company and each of its subsidiaries have been duly incorporated and are validly existing as corporations in good standing under the laws of their respective jurisdictions of incorporation, are duly qualified to do business and are in good standing as foreign corporations in each jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such qualification, except where the failure to be so incorporated existing or qualified would not, individually or in the aggregate, have a material adverse effect on the consolidated financial position, stockholders' equity, results of operations or business of the Company and its subsidiaries, taken as a whole (a "**Material Adverse Effect**"), and have all power and authority necessary to own or hold their respective properties and to conduct the businesses in which they are engaged; and none of the subsidiaries of the Company, other than Casco Inc., CPIngredientes, S.A. de C.V., Productos de Maiz, S.A., Corn Products Brasil — Ingredientes Ltda. and Rafhan Maize Products Co., Ltd., is a "**significant subsidiary,**" as such term is defined in Rule 405 of the Rules and Regulations.

(i) All of the issued and outstanding shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable; all of the issued and outstanding shares of capital stock of each subsidiary of the Company have been duly and validly authorized and issued and are fully paid and non-assessable and, except for ownership of approximately 30% of Rafhan Maize Products Co. Ltd. by unrelated third parties and ownership of a de minimis amount of shares by current or former employees of the Company or its subsidiaries for purposes of complying with local laws and regulations in the applicable subsidiary's jurisdiction of incorporation, are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims; and the Company's authorized capital stock is as set forth in the Disclosure Package and the Final Prospectus.

(j) The Indenture has been duly authorized, executed and delivered by the Company and (assuming due authorization and execution thereof by the Trustee) constitutes a valid and binding agreement of the Company enforceable against the Company in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) or an implied covenant of good faith and fair dealing; and the Securities have been duly authorized, and, when duly executed, authenticated, issued and delivered against payment therefor, will be duly and validly issued and outstanding, and will constitute valid and binding obligations of the Company entitled to the benefits of the Indenture and enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) or an implied covenant of good faith and fair dealing; and the Securities, when issued and delivered, will conform to the description thereof contained in the Disclosure Package and the Final Prospectus.

(k) This Agreement has been duly authorized, validly executed and delivered by the Company.

(l) The execution, delivery and performance of this Agreement and the Indenture by the Company and the consummation of the transactions contemplated hereby, and the issuance and delivery of the Securities in compliance with the provisions of the Indenture will not result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other material agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, nor will such actions result in any violation of the provisions of the charter or by-laws of the Company or any of its subsidiaries or any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties or assets; and except for the registration of the Securities under the Act and such consents, approvals, authorizations, registrations or qualifications as may be required under the Exchange Act and applicable state securities laws in connection with the purchase and distribution of the Securities by the Underwriters, no consent, approval, authorization or order of, or filing or registration with, any such court or governmental agency or body is required for the execution, delivery and performance of this Agreement or the Indenture by the Company and the consummation of the transactions contemplated hereby and thereby and the issuance of the Securities.

(m) No holders of securities of the Company have rights to the registration of such securities under the Registration Statement.

(n) Other than as set forth or contemplated in the Disclosure Package and the Final Prospectus, neither the Company nor any of its subsidiaries has sustained, since the date of the latest audited financial statements included or incorporated by reference in the Disclosure Package and the Final Prospectus, any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree which, individually or in the aggregate, could have a Material Adverse Effect; and, since such date, there has not been any material change in the capital stock or long-term debt of the Company or any of its subsidiaries (otherwise than as set forth or contemplated in the Disclosure Package and the Final Prospectus) or any material adverse change, or any development involving a prospective material adverse change, in or affecting the consolidated financial position, stockholders' equity, results of operations or business of the Company and its subsidiaries, taken as a whole (a "**Material Adverse Change**") other than as set forth or contemplated in the Disclosure Package and the Final Prospectus.

(o) The consolidated financial statements, together with the related notes, of the Company and its consolidated subsidiaries incorporated by reference in the Preliminary Prospectus, the Final Prospectus and the Registration Statement present fairly the financial condition, results of operations and cash flows of the Company as of the dates and for the periods indicated, comply as to form with the applicable accounting requirements of the Act and have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved (except as otherwise noted therein). The financial data set forth under the caption "Summary—Summary Financial Information" in the Disclosure Package and the Final Prospectus Statement fairly present, on the basis stated in the Disclosure Package and the Final Prospectus, the information included therein. The pro forma financial statements together with the related notes, included in the Preliminary Prospectus, the Final Prospectus and the Registration Statement present fairly the information shown therein, have been prepared in conformity with the Commission's rules and guidelines with respect to pro forma financial statements and have been properly compiled on the bases described therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein.

(p) KPMG LLP, who have certified certain financial statements of the Company and its consolidated subsidiaries and delivered their report with respect to the audited consolidated financial statements included in the Disclosure Package and the Final Prospectus, are independent public accountants with respect to the Company within the meaning of the Act and the applicable published rules and regulations thereunder.

(q) There are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property or assets of the Company or any of its subsidiaries is the subject which, if determined adversely to the Company or any of its subsidiaries, could be expected to, individually or in the aggregate, have a Material Adverse Effect; and to the best of the Company's knowledge, no such

proceedings are threatened or contemplated by governmental authorities or threatened by others.

(r) There are no contracts or other documents which are required to be described in the Disclosure Package and the Final Prospectus or filed as exhibits to the Registration Statement by the Act or by the Rules and Regulations which have not been described in the Disclosure Package and the Final Prospectus or filed as exhibits to the Registration Statement or incorporated therein by reference as permitted by the Rules and Regulations.

(s) Neither the Company nor any of its subsidiaries (i) is in violation of its charter or by-laws, (ii) is in default in any respect, and no event has occurred which, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any material indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which it is a party or by which it is bound or to which any of its properties or assets is subject or (iii) is in violation of any law, ordinance, governmental rule, regulation or court decree to which it or its property or assets may be subject or has failed to obtain any material license, permit, certificate, franchise or other governmental authorization necessary to the ownership of its property or to the conduct of its business except in the case of clauses (ii) and (iii), for those defaults, violations or failures which could not, individually or in the aggregate, have a Material Adverse Effect.

(t) Neither the Company nor any subsidiary is, and neither the Company nor any subsidiary will be after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Disclosure Package and the Final Prospectus, an "**investment company**" within the meaning of such term under the United States Investment Company Act of 1940 and the rules and regulations of the Commission thereunder.

(u) The Company and each of its subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company and its subsidiaries' internal controls over financial reporting are effective and the Company and its subsidiaries are not aware of any material weakness in their internal controls over financial reporting.

(v) The Company and its subsidiaries maintain "**disclosure controls and procedures**" (as such term is defined in Rule 13a-15(e) under the Exchange Act); such disclosure controls and procedures are effective.

(w) The Company has not taken, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(x) The Company and its subsidiaries are (i) in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("**Environmental Laws**"), (ii) have received and are in compliance with all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) have not received notice of any actual or potential liability under any environmental law, except where such non-compliance with Environmental Laws, failure to receive required permits, licenses or other approvals, or liability would not, individually or in the aggregate, have a material adverse change in the condition (financial or otherwise), prospects, earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Disclosure Package and the Prospectus (exclusive of any supplement thereto).

(y) In the ordinary course of its business, the Company periodically reviews the effect of Environmental Laws on the business, operations and properties of the Company and its subsidiaries, in the course of which it identifies and evaluates associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws, or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties). On the basis of such review, the Company has reasonably concluded that such associated costs and liabilities would not, singly or in the aggregate, have a material adverse effect on the condition (financial or otherwise), prospects, earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Disclosure Package and the Prospectus (exclusive of any supplement thereto).

(z) There is and has been no failure on the part of the Company and any of the Company's directors or officers, in their capacities as such, to comply in all material respects with the provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "**Sarbanes-Oxley Act**"), including Section 402 relating to loans and Sections 302 and 906 relating to certifications.

(aa) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "**FCPA**"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly

in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "**foreign official**" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA; and the Company, its subsidiaries and, to the knowledge of the Company, its affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(bb) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements and the money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(cc) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is currently subject to any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**"); and the Company will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(dd) The representations and warranties of the Company in the International Share and Business Sale Agreement, dated as of June 19, 2010 (the "Sale Agreement"), between the Company and Akzo Nobel N.V., providing for the purchase of certain business entities and assets comprising Akzo Nobel N.V.'s specialty starches business commonly known as "National Starch" (the "Acquisition"), are true and correct in all material respects, and the Company and its subsidiaries have complied in all material respects with all covenants therein applicable to them. To the best of the Company's knowledge, the representations and warranties of Akzo Nobel N.V. in the Sale Agreement are true and correct in all material respects and Akzo Nobel N.V. has complied in all material respects with all covenants therein applicable to it. Nothing has come to the Company's attention that would cause it to believe that the Acquisition will not be consummated substantially in accordance with the terms of the Sale Agreement.

2. *Purchase of the Securities by the Underwriters*. On the basis of the representations and warranties contained in, and subject to the terms and conditions of, this Agreement, the Company agrees to sell to each Underwriter, severally and not jointly, and each of the Underwriters, severally and not jointly, agrees to purchase from the Company at a price equal to 99.223% of the principal amount of the 2015 Securities, 98.950% of the principal amount of the

2020 Securities and 104.620% of the principal amount of the 2037 Securities, including, in the case of the 2015 Securities and 2020 Securities, accrued interest, if any, from September 17, 2010, and in the case of the 2037 Securities, accrued interest from April 15, 2010, to the Closing Date (as defined below) the aggregate principal amount of the Securities set forth opposite such Underwriter's name in Schedule I hereto plus any additional principal amount of Securities which such Underwriter may become obligated to purchase pursuant to Section 9 hereof.

3. *Offering of Securities by the Underwriters*. Upon authorization by the Representatives of the release of the Securities, the several Underwriters propose to offer the Securities for sale to the public upon the terms and conditions set forth in the Disclosure Package and the Final Prospectus.

4. *Delivery and Payment*. Delivery of and payment for the Securities shall be made on September 17, 2010 at 9:00 a.m., New York City time, or at such time on such later date not more than three Business Days after the foregoing date as shall be agreed upon by the Representatives and the Company unless postponed as provided in Section 9 hereof (such date and time of delivery and payment for the Securities being herein called the "**Closing Date**"). Delivery of the Securities shall be made to the Representatives for the respective accounts of the several Underwriters against payment by the several Underwriters through the Representatives of the purchase price thereof to or upon the order of the Company by wire transfer payable in same-day funds to an account specified by the Company. Delivery of the Securities shall be made through the facilities of The Depository Trust Company unless the Representatives shall otherwise instruct.

5. *Further Agreements of the Company*. The Company agrees:

(a) Prior to the termination of the offering of the Securities, the Company will not file any amendment to the Registration Statement or any supplement to the Final Prospectus or any Preliminary Prospectus unless the Company has furnished you a copy for your review prior to filing and will not file any such proposed amendment or supplement to which you reasonably object. The Company will cause the Final Prospectus and any supplement thereto to be filed in a form approved by the Representatives with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed. The Company will promptly advise the Representatives (i) when the Final Prospectus, and any supplement thereto, shall have been filed (if required) with the Commission pursuant to Rule 424(b), (ii) when, prior to termination of the offering of the Securities, any amendment to the Registration Statement shall have been filed or become effective, (iii) of any request by the Commission or its staff for any amendment of the Registration Statement, or any Rule 462(b) Registration Statement, or for any supplement to the Final Prospectus or for any additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any notice objecting to its use or the institution or threatening of any proceeding for that purpose and (v) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the institution or threatening of any proceeding for such purpose. The Company will use its reasonable best efforts to

prevent the issuance of any such stop order or the occurrence of any such suspension or objection to the use of the Registration Statement and, upon such issuance, occurrence or notice of objection, to obtain as soon as possible the withdrawal of such stop order or relief from such occurrence or objection, including, if necessary, by filing an amendment to the Registration Statement or a new registration statement and using its reasonable best efforts to have such amendment or new registration statement declared effective as soon as practicable.

(b) To prepare a final term sheet, containing solely a description of final terms of the Securities and the offering thereof, in the form approved by you and attached as Schedule II hereto and to file such term sheet pursuant to Rule 433(d) within the time required by such Rule.

(c) If, at any time prior to the filing of the Final Prospectus pursuant to Rule 424(b), any event occurs as a result of which the Disclosure Package would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made or the circumstances then prevailing not misleading, the Company will (i) notify promptly the Representatives so that any use of the Disclosure Package may cease until it is amended or supplemented; (ii) amend or supplement the Disclosure Package to correct such statement or omission; and (iii) supply any amendment or supplement to you in such quantities as you may reasonably request.

(d) If, at any time when a prospectus relating to the Securities is required to be delivered under the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), any event occurs as a result of which the Final Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made at such time not misleading, or if it shall be necessary to amend the Registration Statement, file a new registration statement or supplement the Final Prospectus to comply with the Act or the Exchange Act or the respective rules thereunder, including in connection with use or delivery of the Final Prospectus, the Company promptly will (i) notify the Representatives of any such event, (ii) prepare and file with the Commission, subject to the second sentence of paragraph (a) of this Section 5, an amendment or supplement or new registration statement which will correct such statement or omission or effect such compliance, (iii) use its reasonable best efforts to have any amendment to the Registration Statement or new registration statement declared effective as soon as practicable in order to avoid any disruption in use of the Final Prospectus and (iv) supply any supplemented Final Prospectus to you in such quantities as you may reasonably request.

(e) The Company will furnish to the Representatives and counsel for the Underwriters, without charge, signed copies of the Registration Statement (including exhibits thereto) and to each other Underwriter a copy of the Registration Statement (without exhibits thereto) and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Act (including in circumstances where such requirement

may be satisfied pursuant to Rule 172), as many copies of each Preliminary Prospectus, the Final Prospectus and each Issuer Free Writing Prospectus and any supplement thereto as the Representatives may reasonably request. The Company will pay the expenses of printing or other production of all documents relating to the offering.

(f) As soon as practicable after the date hereof, to make generally available to the Company's security holders and to deliver to the Representatives an earnings statement of the Company and its subsidiaries satisfying the provisions of Section 11(a) of the Act and Rule 158 under the Act.

(g) For a period of three years following the Effective Date, to furnish to the Representatives copies of all materials furnished by the Company to its shareholders and all public reports and all reports and financial statements furnished by the Company to the New York Stock Exchange or to the Commission pursuant to the Exchange Act or any rule or regulation of the Commission thereunder.

(h) Promptly from time to time to take such action as the Representatives may reasonably request to qualify the Securities for offering and sale under the securities laws of such jurisdictions as the Representatives may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Securities; provided that in connection therewith the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction, or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

(i) To apply the net proceeds from the sale of the Securities being sold by the Company as set forth in the Disclosure Package and the Final Prospectus.

(j) The Company agrees that, unless it has or shall have obtained the prior written consent of the Representatives, and each Underwriter, severally and not jointly, agrees with the Company that, unless it has or shall have obtained, as the case may be, the prior written consent of the Company, it has not made and will not make any offer relating to the Securities that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a "**free writing prospectus**" (as defined in Rule 405) required to be filed by the Company with the Commission or retained by the Company under Rule 433, other than a free writing prospectus containing the information contained in the final term sheet prepared and filed pursuant to Section 5(b) hereto; provided that the prior written consent of the parties hereto shall be deemed to have been given in respect of the Free Writing Prospectuses included in Schedule III hereto and any electronic road show. Any such free writing prospectus consented to by the Representatives or the Company is hereinafter referred to as a "**Permitted Free Writing Prospectus**." The Company agrees that (x) it has treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus and (y) it has complied and will comply, as the case may be, with the requirements of Rules 164 and 433 applicable to any

Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

(k) The Company will not, without the prior written consent of the Representatives, offer, sell, contract to sell, pledge, or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Company or any affiliate of the Company or any person in privity with the Company or any affiliate of the Company), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, any debt securities issued or guaranteed by the Company (other than the Securities) or publicly announce an intention to effect any such transaction, until the Business Day following the Closing Date.

(l) The Company will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

6. *Expenses*. The Company agrees to pay (a) the costs incident to the authorization, issuance, sale and delivery of the Securities and any taxes payable in that connection; (b) the costs incident to the preparation, printing and filing under the Act of the Registration Statement and any amendments and exhibits thereto; (c) the costs of distributing the Registration Statement (including financial statements and exhibits thereto), any Preliminary Prospectus, the Final Prospectus and each Issuer Free Writing prospectus, and each amendment or supplement to any of them; (d) the costs of producing and distributing this Agreement and any other related documents in connection with the offering, purchase, sale and delivery of the Securities; (e) the filing fees incident to securing any required review by the National Association of Securities Dealers, Inc. of the terms of sale of the Securities, if necessary; (f) any applicable listing or other fees; (g) the fees and expenses of qualifying the Securities under the securities laws of the several jurisdictions as provided in Section 5(h) and of preparing, printing and distributing a Blue Sky Memorandum (including related fees and expenses of counsel to the Underwriters) (not to exceed $5,000); (h) any fees charged by securities rating services for rating the Securities; and (i) all other reasonable costs and expenses incident to the performance of the obligations of the Company; provided that, except as provided in this Section 6 and in Section 11, the Underwriters shall pay their own costs and expenses, including the costs and expenses of their counsel, any transfer taxes on the Securities which they may sell and the expenses of advertising any offering of the Securities made by the Underwriters.

7. *Conditions of Underwriters' Obligations*. The obligations of the Underwriters to purchase the Securities shall be subject to the accuracy of the representations and warranties on the part of the Company contained herein as of the Execution Time and the Closing Date, to the accuracy of the statements of the Company made in any certificates pursuant to the provisions

hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions:

(a) The Final Prospectus, and any supplement thereto, have been filed in the manner and within the time period required by Rule 424(b); the final term sheet contemplated by Section 5(b) hereto, and any other material required to be filed by the Company pursuant to Rule 433(d) under the Act, shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433; and no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use shall have been issued and no proceedings for that purpose shall have been instituted or threatened.

(b) No Underwriter shall have discovered and disclosed to the Company on or prior to the Closing Date that the Registration Statement, the Disclosure Package or the Final Prospectus or any amendment or supplement thereto contains an untrue statement of a fact which, in the opinion of Davis Polk & Wardwell LLP, is material or omits to state a fact which, in the opinion of such counsel, is material and is required to be stated therein or is necessary to make the statements therein not misleading.

(c) All corporate proceedings and other legal matters incident to the authorization, form and validity of this Agreement, the Indenture, the Securities, the Registration Statement, the Disclosure Package and the Final Prospectus, and all other legal matters relating to this Agreement and the transactions contemplated hereby shall be reasonably satisfactory in all material respects to Davis Polk & Wardwell LLP, and the Company shall have furnished to such counsel all documents and information that they may reasonably request to enable them to pass upon such matters.

(d) Sidley Austin LLP and Mary Ann Hynes, Esq. shall each have furnished to the Representatives their written opinion, as counsel and General Counsel to the Company, respectively, addressed to the Underwriters and dated the Closing Date, in the forms attached hereto as Exhibits 7(d)(A) and 7(d)(B), respectively.

(e) The Representatives shall have received from Davis Polk & Wardwell LLP, counsel for the Underwriters, such opinion or opinions, dated the Closing Date, with respect to the issuance and sale of the Securities, the Registration Statement, the Disclosure Package and the Final Prospectus and other related matters as the Representatives may reasonably require, and the Company shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters.

(f) At the Execution Time and at the Closing Date, KPMG LLP shall have furnished to the Representatives letters, dated respectively as of the Execution Time and as of the Closing Date, in form and substance reasonably satisfactory to the Representatives and containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information with respect to the Company contained in the Disclosure Package and the Final Prospectus.

All references in this Section 7(f) to the Disclosure Package and the Final Prospectus include any amendment or supplement thereto at the date of the applicable letter.

(g) At the Execution Time and at the Closing Date, KPMG LLP shall have furnished to the Representatives letters, dated respectively as of the Execution Time and as of the Closing Date, in form and substance reasonably satisfactory to the Representatives and containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to financial information with respect to National Starch contained in the Disclosure Package and the Final Prospectus.

All references in this Section 7(g) to the Disclosure Package and the Final Prospectus include any amendment or supplement thereto at the date of the applicable letter.

(h) The Company shall have furnished to the Representatives a certificate, dated the Closing Date, of its Chairman of the Board, its President or a Vice President and its chief financial officer or chief accounting officer, dated the Closing Date, to the effect that the signers of such certificate have carefully examined the Registration Statement, the Disclosure Package, the Final Prospectus and any supplements or amendments thereto, as well as each electronic road show used in connection with the offering of the Securities, and this Agreement and that:

(i) The representations, warranties and agreements of the Company in Section 1 are true and correct as of the Closing Date with the same effect as if made on the Closing Date and the Company has complied with all its agreements contained herein and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date;

(ii) no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the respective signers of the certificate, are contemplated under the Act; and

(iii) since the date of the most recent financial statements included in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto), there has been no Material Adverse Change, except as set forth in or contemplated in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto).

(i) Neither the Company nor any of its subsidiaries shall have sustained since the date of the latest audited financial statements included or incorporated by reference in the Disclosure Package and the Final Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Disclosure Package and the Final Prospectus or since

such date there shall not have been any material change in the capital stock or long-term debt of the Company or any of its subsidiaries or any Material Adverse Change, otherwise than as set forth or contemplated in the Disclosure Package and the Final Prospectus, the effect of which is, in the judgment of the Representatives, so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Securities being delivered on the Closing Date on the terms and in the manner contemplated in the Disclosure Package and the Final Prospectus or in a supplement thereto.

(j) Subsequent to the execution and delivery of this Agreement (i) no downgrading shall have occurred in the rating accorded the Company's debt securities by any "**nationally recognized statistical rating organization**", as that term is defined by the Commission for purposes of Rule 436(g)(2) of the Rules and Regulations and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities.

(k) Subsequent to the execution and delivery of this Agreement there shall not have occurred any of the following: (i) trading in securities generally on the New York Stock Exchange, or trading in any securities of the Company on the New York Stock Exchange, shall have been suspended or minimum prices shall have been established on the New York Stock Exchange, by the Commission, by the New York Stock Exchange or by any other regulatory body or governmental authority having jurisdiction, (ii) a banking moratorium shall have been declared by Federal or state authorities, (iii) the United States shall have become engaged in hostilities, there shall have been an escalation in hostilities affecting the United States or there shall have been a declaration of a national emergency or war by the United States or (iv) there shall have occurred such a material adverse change in general economic, political or financial conditions (or the effect of international conditions on the financial markets in the United States shall be such) as to make it, in the judgment of the Representatives, impracticable or inadvisable to proceed with the public offering or delivery of the Securities being delivered on the Closing Date on the terms and in the manner contemplated in the Disclosure Package and the Final Prospectus or in a supplement thereto.

All opinions, letters, evidence and certificates mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Underwriters.

If any of the conditions specified in this Section 7 shall not have been fulfilled when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters, this Agreement and all obligations of the Underwriters hereunder may be canceled at, or at any time prior to, the Closing Date by the Representatives. Notice of such cancellation shall be given to the Company in writing or by telephone or facsimile confirmed in writing.

The documents required to be delivered by this Section 7 shall be delivered at the office of Davis Polk & Wardwell LLP, counsel for the Underwriters, at 450 Lexington Avenue, New York, New York, on the Closing Date.

8. *Indemnification and Contribution*.

(a) The Company agrees to indemnify and hold harmless each Underwriter, the directors, officers, employees and agents of each Underwriter and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement for the registration of the Securities as originally filed or in any amendment thereof, or in the Base Prospectus, any Preliminary Prospectus or any other preliminary prospectus supplement relating to the Securities, the Final Prospectus, any Issuer Free Writing Prospectus or the information contained in the final term sheet required to be prepared and filed pursuant to Section 5(b) hereto, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; *provided*, *however*, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion therein. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) Each Underwriter severally and not jointly agrees to indemnify and hold harmless the Company, each of its directors, each of its officers who signs the Registration Statement, and each person who controls the Company within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company to each Underwriter (including the reimbursement of legal fees), but only with reference to written information relating to such Underwriter furnished to the Company by or on behalf of such Underwriter through the Representatives specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have. The Company acknowledges that the list of names of each Underwriter set forth under the caption “Underwriting” in the Preliminary Prospectus and the Final Prospectus and the statements set forth (i) in the third paragraph under the caption “Underwriting” in the Preliminary Prospectus and the Final Prospectus regarding concessions and reallowances, (ii) in the seventh paragraph under the caption “Underwriting” in the Preliminary

Prospectus and the Final Prospectus relating to market making by the Underwriters and (iii) in the eighth paragraph under the caption "Underwriting" in the Preliminary Prospectus and the Final Prospectus related to stabilization, syndicate covering transactions and penalty bids constitute the only information furnished in writing by or on behalf of the several Underwriters for inclusion in any Preliminary Prospectus, the Final Prospectus or any Issuer Free Writing Prospectus.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); *provided*, *however*, that such counsel shall be reasonably satisfactory to the indemnified party. Upon receipt of notice from the indemnifying party to such indemnified party of such indemnifying party's election so to assume the defense of such action on behalf of such indemnified party, the indemnifying party will not be liable to such indemnified party under this Section 8 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof except that the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. Notwithstanding anything else to the contrary contained herein, in no event shall the Company be liable for fees and expenses of more than one counsel separate from their own counsel (in addition to local counsel) in connection with any one action or separate but substantially similar actions in the same jurisdiction arising out of the same general allegations or circumstances, representing the indemnified parties who are parties to such action or actions. An indemnifying party will not, without the prior written consent of the indemnified parties (which consent shall not be unreasonably withheld), settle or

compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding.

(d) In the event that the indemnity provided in paragraph (a), (b) or (c) of this Section 8 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Company and the Underwriters severally agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) (collectively "**Losses**") to which the Company and one or more of the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and by the Underwriters on the other from the offering of the Securities; *provided*, *however*, that in no case shall any Underwriter (except as may be provided in any agreement among underwriters relating to the offering of the Securities) be responsible for any amount in excess of the underwriting discount or commission applicable to the Securities purchased by such Underwriter hereunder. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and the Underwriters severally shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Company shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriters shall be deemed to be equal to the total underwriting discounts and commissions, in each case as set forth on the cover page of the Final Prospectus. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company on the one hand or the Underwriters on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls an Underwriter within the meaning of either the Act or the Exchange Act and each director, officer, employee and agent of an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls the Company within the meaning of either the Act or the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the

same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (d).

9. *Defaulting Underwriters*. If, on the Closing Date, any Underwriter defaults in the performance of its obligations under this Agreement, the remaining non-defaulting Underwriters shall be obligated to purchase the Securities which the defaulting Underwriter agreed but failed to purchase on the Closing Date in the respective proportions which the principal amount of the Securities set opposite the name of each remaining non-defaulting Underwriter in Schedule I hereto bears to the aggregate principal amount of the Securities set opposite the names of all the remaining non-defaulting Underwriters in Schedule I hereto; provided, however, that the remaining non-defaulting Underwriters shall not be obligated to purchase any of the Securities on the Closing Date if the aggregate principal amount of the Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase on such date exceeds 10% of the aggregate principal amount of the Securities to be purchased on the Closing Date, and any remaining non-defaulting Underwriter shall not be obligated to purchase more than 110% of the aggregate principal amount of the Securities which it agreed to purchase on the Closing Date pursuant to the terms of Section 2. If the foregoing maximums are exceeded, the remaining non-defaulting Underwriters, or those other underwriters satisfactory to the Representatives who so agree, shall have the right, but shall not be obligated, to purchase, in such proportion as may be agreed upon among them, all the Securities to be purchased on the Closing Date. If the remaining Underwriters or other underwriters satisfactory to the Representatives do not elect to purchase the Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase on the Closing Date, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Company, except that the Company will continue to be liable for the payment of expenses to the extent set forth in Sections 6 and 11. As used in this Agreement, the term "**Underwriter**" includes, for all purposes of this Agreement unless the context requires otherwise, any party not listed in Schedule I hereto who, pursuant to this Section 9, purchases Securities which a defaulting Underwriter agreed but failed to purchase.

Nothing contained herein shall relieve a defaulting Underwriter of any liability it may have to the Company for damages caused by its default. If other underwriters are obligated or agree to purchase the Securities of a defaulting or withdrawing Underwriter, either the Representatives or the Company may postpone the Closing Date for up to seven full business days in order to effect any changes that in the opinion of counsel for the Company or counsel for the Underwriters may be necessary in the Registration Statement, the Disclosure Package, the Final Prospectus or in any other document or arrangement.

10. *Termination*. The obligations of the Underwriters hereunder may be terminated by the Representatives by notice given to and received by the Company prior to delivery of and payment for the Securities if, prior to that time, any of the events described in Sections 7(i), 7(j) or 7(k), shall have occurred or if the Underwriters shall decline to purchase the Securities for any reason permitted under this Agreement.

11. *Reimbursement of Underwriters' Expenses*. If the Company shall fail to tender the Securities for delivery to the Underwriters by reason of any failure, refusal or inability on the part of the Company to perform any agreement on its part to be performed, or because any other

condition of the Underwriters' obligations hereunder required to be satisfied is not satisfied (other than by reason of a default by any Underwriter) or if this Agreement is terminated upon the happening of an event described in Sections 7(i) or 7(j) pursuant to Section 10, the Company will reimburse the Underwriters for all reasonable out-of-pocket expenses (including fees and disbursements of counsel) incurred by the Underwriters in connection with this Agreement and the proposed purchase of the Securities, and upon demand the Company shall pay the full amount thereof to the Representatives. If this Agreement is terminated pursuant to Section 9 by reason of the default of one or more Underwriters, the Company shall not be obligated to reimburse any defaulting Underwriter on account of those expenses.

12. *Notices, etc.* All statements, requests, notices and agreements hereunder shall be in writing, and:

(a) if to the Underwriters, shall be delivered or sent by mail, telex or facsimile transmission to J.P. Morgan Securities LLC, 383 Madison Avenue, New York, NY 10179 (fax: 212-834-6081), Attention: High Grade Syndicate Desk — 3rd floor; Banc of America Securities LLC, One Bryant Park, NY1-100-18-03, New York, New York 10036, (fax: 646-855-5958), Attention: High Grade Transaction Management/Legal; and Citigroup Global Markets Inc., 388 Greenwich Street, New York, New York 10013 (fax: 212-816-7912), Attention: General Counsel**;** provided, however, that any notice to an Underwriter pursuant to Section 8(b) or 8(c) shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its acceptance telex to the Representatives, which address will be supplied to any other party hereto by the Representatives upon request.

(b) if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth in the Registration Statement, Attention: Mary Ann Hynes, Esq. Fax: (708) 551-2801. Any such statements, requests, notices or agreements shall take effect at the time of receipt thereof. The Company shall be entitled to act and rely upon any request, consent, notice or agreement given or made on behalf of the Underwriters by the Representatives.

13. *Persons Entitled to Benefit of Agreement*. This Agreement shall inure to the benefit of and be binding upon the Underwriters, the Company and their respective successors. This Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that (a) the representations, warranties, indemnities and agreements of the Company contained in this Agreement shall also be deemed to be for the benefit of the person or persons, if any, who control any Underwriter within the meaning of Section 15 of the Act and (b) the indemnity agreement of the Underwriters contained in Section 8(b) of this Agreement shall be deemed to be for the benefit of directors of the Company, officers of the Company who have signed the Registration Statement and any person controlling the Company within the meaning of Section 15 of the Act. Nothing in this Agreement is intended or shall be construed to give any person, other than the persons referred to in this Section 13, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

14. *Survival*. The respective indemnities, representations, warranties and agreements of the Company and the Underwriters contained in this Agreement or made by or on behalf on them, respectively, pursuant to this Agreement, shall survive the delivery of and payment for the Securities and shall remain in full force and effect, regardless of any investigation made by or on behalf of any of them or any person controlling any of them.

15. *No Fiduciary Duty*. The Company hereby acknowledges that (a) the purchase and sale of the Securities pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the Underwriters and any affiliate through which it may be acting, on the other, (b) the Underwriters are acting as principal and not as an agent or fiduciary of the Company and (c) the Company's engagement of the Underwriters in connection with the offering and the process leading up to the offering is as independent contractors and not in any other capacity. Furthermore, the Company agrees that it is solely responsible for making its own judgments in connection with the offering (irrespective of whether any of the Underwriters has advised or is currently advising the Company on related or other matters). The Company agrees that it will not claim that the Underwriters have rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

16. *Governing Law*. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without regard to the conflict of laws principles thereof.

17. *Waiver of Jury Trial*. The Company hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

18. *Counterparts*. This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all such counterparts shall together constitute one and the same instrument.

19. *Headings*. The headings herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

20. *Definitions*. The terms that follow, when used in this Agreement, shall have the meanings indicated.

"**Act**" shall mean the Securities Act of 1933, as amended and the rules and regulations of the Commission promulgated thereunder.

"**Base Prospectus**" shall mean the base prospectus referred to in paragraph 1(a) above contained in the Registration Statement at the Execution Time.

"**Business Day**" shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City.

"**Commission**" shall mean the Securities and Exchange Commission.

"**Disclosure Package**" shall mean (i) the Base Prospectus, (ii) the Preliminary Prospectus used most recently prior to the Execution Time, (iii) the Issuer Free Writing Prospectuses, if any, identified in Schedule III hereto, (iv) the final term sheet prepared and filed pursuant to Section 5(b) hereto, if any, and (v) any other Free Writing Prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package.

"**Effective Date**" shall mean each date and time that the Registration Statement and any post-effective amendment or amendments thereto became or becomes effective.

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"**Execution Time**" shall mean the date and time that this Agreement is executed and delivered by the parties hereto.

"**Final Prospectus**" shall mean the prospectus supplement relating to the Securities that was first filed pursuant to Rule 424(b) after the Execution Time, together with the Base Prospectus.

"**Free Writing Prospectus**" shall mean a free writing prospectus, as defined in Rule 405.

"**Issuer Free Writing Prospectus**" shall mean an issuer free writing prospectus, as defined in Rule 433.

"**Preliminary Prospectus**" shall mean any preliminary prospectus supplement to the Base Prospectus referred to in paragraph 1(a) above which is used prior to the filing of the Final Prospectus, together with the Base Prospectus.

"**Registration Statement**" shall mean the registration statement referred to in paragraph 1(a) above, including exhibits and financial statements and any prospectus supplement relating to the Securities that is filed with the Commission pursuant to Rule 424(b) and deemed part of such registration statement pursuant to Rule 430B, as amended on each Effective Date and, in the event any post-effective amendment thereto becomes effective prior to the Closing Date, shall also mean such registration statement as so amended.

"**Rule 158**", "**Rule 163**", "**Rule 164**", "**Rule 172**", "**Rule 405**", "**Rule 415**", "**Rule 424**", "**Rule 430B**" and "**Rule 433**" refer to such rules under the Act.

"**Trust Indenture Act**" shall mean the Trust Indenture Act of 1939, as amended and the rules and regulations of the Commission promulgated thereunder.

"**Well-Known Seasoned Issuer**" shall mean a well-known seasoned issuer, as defined in Rule 405.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company and the several Underwriters.

Very truly yours,

CORN PRODUCTS INTERNATIONAL, INC.

By: /s/ Cheryl K. Beebe
Name: Cheryl K. Beebe
Title: Vice President and Chief Financial Officer

Accepted:

J.P. MORGAN SECURITIES LLC
BANC OF AMERICA SECURITIES LLC
CITIGROUP GLOBAL MARKETS INC.

For themselves and the other
several underwriters
named in Schedule I hereto.

By: J.P. Morgan Securities LLC

By: /s/ Maria Sramek
Name: Maria Sramek
Title: Executive Director

By: Banc of America Securities LLC

By: /s/ Douglas A. Muller
Name: Douglas A. Muller
Title: Managing Director

By: Citigroup Global Markets Inc.

By: /s/ Brian Bednarski
Name: Brian Bednarski
Title: Managing Director

SCHEDULE I

Underwriters	Principal Amount of 2015 Securities to be Purchased	Principal Amount of 2020 Securities to be Purchased	Principal Amount of 2037 Securities to be Purchased
J.P. Morgan Securities LLC	$ 109,375,000	$ 125,000,000	$ 46,875,000
Banc of America Securities LLC	52,500,000	60,000,000	22,500,000
Citigroup Global Markets Inc.	52,500,000	60,000,000	22,500,000
ING Financial Markets LLC	14,000,000	16,000,000	6,000,000
BMO Capital Markets Corp.	14,000,000	16,000,000	6,000,000
Rabo Securities USA, Inc.	14,000,000	16,000,000	6,000,000
Mizuho Securities USA Inc.	14,000,000	16,000,000	6,000,000
Lloyds TSB Bank plc	14,000,000	16,000,000	6,000,000
U.S. Bancorp Investments, Inc.	8,750,000	10,000,000	3,750,000
Wells Fargo Securities, LLC	7,875,000	9,000,000	3,375,000
Fifth Third Securities, Inc.	7,000,000	8,000,000	3,000,000
PNC Capital Markets LLC	7,000,000	8,000,000	3,000,000
Scotia Capital (USA) Inc.	7,000,000	8,000,000	3,000,000
Loop Capital Markets LLC	7,000,000	8,000,000	3,000,000
BB&T Capital Market, a division of Scott & Stringfellow, LLC	7,000,000	8,000,000	3,000,000
HSBC Securities (USA) Inc.	7,000,000	8,000,000	3,000,000
Comerica Securities, Inc.	7,000,000	8,000,000	3,000,000
Total	$ 350,000,000	$ 400,000,000	$ 150,000,000

SCHEDULE II

Pricing Term Sheet

Corn Products International, Inc.

3.200% Notes due 2015
4.625% Notes due 2020
6.625% Notes due 2037

Issuer:	Corn Products International, Inc.
Principal Amount:	2015 Notes: $350,000,000 2020 Notes: $400,000,000 2037 Notes: $150,000,000
Security Type:	Senior Notes
Maturity Date:	November 1, 2015 November 1, 2020 April 15, 2037
Coupon:	2015 Notes: 3.200% 2020 Notes: 4.625% 2037 Notes: 6.625%
Price to Public:	2015 Notes: 99.823% of principal amount 2020 Notes: 99.600% of principal amount 2037 Notes: 105.495% of principal amount, plus accrued interest from April 15, 2010
Yield to Maturity:	2015 Notes: 3.237% 2020 Notes: 4.674% 2037 Notes: 6.200%
Spread to Benchmark Treasury:	2015 Notes: 180 basis points 2020 Notes: 200 basis points 2037 Notes: 240 basis points
Benchmark Treasury:	2015 Notes: 1.250% due August 31, 2015 2020 Notes: 2.625% due August 15, 2020 2037 Notes: 4.375% due May 15, 2040
Benchmark Treasury Yield:	2015 Notes: 1.437% 2020 Notes: 2.674% 2037 Notes: 3.800%
Net Proceeds to Issuer:	2015 Notes: $347,280,500

	2020 Notes: $395,800,000 2037 Notes: $156,930,000, excluding accrued interest
Interest Payment Dates:	2015 Notes: May 1 and November 1, commencing May 1, 2011 2020 Notes: May 1 and November 1, commencing May 1, 2011 2037 Notes: April 15 and October 15, commencing October 15, 2010
Make-Whole Call:	2015 Notes: At any time at Treasury plus 30 basis points 2020 Notes: At any time at Treasury plus 30 basis points 2037 Notes: At any time at Treasury plus 30 basis points
Trade Date:	September 14, 2010
Settlement Date:	September 17, 2010 (T+3)
Denominations:	2015 Notes: $2,000 x $1,000 2020 Notes: $2,000 x $1,000 2037 Notes: $1,000 x $1,000
CUSIP/ISIN:	2015 Notes: 219023AE8 / US219023AE86 2020 Notes: 219023AF5 / US219023AF51 2037 Notes: 219023AC2 / US219023AC21
Joint Bookrunners:	J.P. Morgan Securities LLC Banc of America Securities LLC Citigroup Global Markets Inc.
Co-Managers:	BMO Capital Markets Corp. ING Financial Markets LLC Lloyds TSB Bank plc Mizuho Securities USA Inc. Rabo Securities USA, Inc. U.S. Bancorp Investments, Inc. Wells Fargo Securities, LLC BB&T Capital Market, a division of Scott & Stringfellow, LLC Comerica Securities, Inc. Fifth Third Securities, Inc. HSBC Securities (USA) Inc. Loop Capital Markets LLC

	PNC Capital Markets LLC Scotia Capital (USA) Inc.
Use of Proceeds:	We intend to use the net proceeds to fund a portion of the cash consideration payable in connection with the Acquisition. Pending such application, the net proceeds from the sale of the notes will be invested in short-term interest-bearing securities. We expect to provide the remaining funds required for completion of the Acquisition from cash on hand and from our 2010 Credit Facility. This offering is not conditioned on the closing of the Acquisition and there can be no assurance that the Acquisition will be consummated. The 2015 notes and 2020 notes offered hereby will be subject to mandatory redemption if the Acquisition is not consummated on or prior to March 31, 2011 but the 2037 notes offered hereby will not be subject to mandatory redemption. If the net proceeds from the sale of the 2037 notes are not used to finance the Acquisition, they will be used for general corporate purposes.
Risk Factors:	***The holders of the 2037 notes will not have the benefit of the mandatory redemption provisions if the Sale Agreement is terminated or the Acquisition is not consummated on or prior to March 31, 2011.*** The mandatory redemption provisions are applicable only to the 2015 notes and 2020 notes. If the Sale Agreement is terminated or the Acquisition is not consummated on or prior to March 31, 2011, the 2037 notes will remain outstanding and we will have the related debt service obligations, but we will not receive the benefits anticipated from the Acquisition. If the Acquisition is not completed, we will use the proceeds of the 2037 notes for general corporate purposes.

2037 Notes:	We previously issued $100 million in aggregate principal amount of 6.625% senior notes due 2037 under the indenture. The 2037 notes offered hereby will be treated as a single series with the existing 2037 notes for purposes of the indenture. For a description of the existing 2037 notes, please see “Description of the Notes” in the prospectus supplement dated April 4, 2007 with respect to the 2037 notes and “Description of Debt Securities” in the accompanying prospectus dated April 4, 2007 (Registration No. 333-141870). Such sections are incorporated by reference herein except to the extent inconsistent with the information above.

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling J.P. Morgan Securities LLC collect at (212) 834-4533, Banc of America Securities LLC toll-free at (800) 294-1322, or Citigroup Global Markets Inc. toll-free at (877) 858-5407.

Any disclaimer or other notice that may appear below is not applicable to this communication and should be disregarded. Such disclaimer or notice was automatically generated as a result of this communication being sent by Bloomberg or another email system.

SCHEDULE III

Issuer General Use Free Writing Prospectus

None.

CORN PRODUCTS INTERNATIONAL, INC.
as Issuer

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as Trustee

Fifth Supplemental Indenture

Dated as of September 17, 2010

$350,000,000
3.200% Senior Notes Due November 1, 2015

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FIFTH SUPPLEMENTAL INDENTURE

This FIFTH SUPPLEMENTAL INDENTURE, dated as of September 17, 2010 (this "**Supplemental Indenture**"), is entered into by and between Corn Products International, Inc., a corporation incorporated under the laws of the State of Delaware (the "**Company**"), and The Bank of New York Mellon Trust Company, N.A., as trustee (the "**Trustee**").

WITNESSETH:

WHEREAS, the Company and the Trustee (as successor trustee to The Bank of New York) are parties to an Indenture, dated as of August 18, 1999 (the "**Indenture**"), relating to the issuance from time to time by the Company of its Securities on terms to be specified at the time of issuance;

WHEREAS, the Company proposes to create under the Indenture a new series of Securities;

WHEREAS, Section 2.01 of the Indenture provides that at or prior to the issuance of any Securities within a series, the terms of the series of Securities shall be established by a supplemental indenture or an Officers' Certificate pursuant to authority granted under resolutions of the Board of Directors of the Company;

WHEREAS, Section 10.01 of the Indenture provides that when authorized by a Certified Board Resolution, the Company and the Trustee may enter into a supplemental indenture to change or eliminate any of the provisions of the Indenture without the consent of the holders of any Securities of any series then outstanding, *provided* that any such change or elimination would not adversely affect such provision as applied to any series of Securities created prior to the execution of such supplemented indenture;

WHEREAS, the changes set forth herein do not adversely affect the holders of any securities issued prior to the date hereof;

WHEREAS, on June 19, 2010, the Company entered into the International Share and Business Sale Agreement (the "**Sale Agreement**") with Akzo Nobel N.V., providing for the purchase of certain business entities and assets comprising Akzo Nobel N.V.'s specialty starches business commonly known as "National Starch" (the "**Acquisition**");

WHEREAS, if the Acquisition is consummated, the net proceeds of the sale of the Notes will be used to pay a portion of the purchase price of the Acquisition; and

WHEREAS, all conditions necessary to authorize the execution and delivery of this Supplemental Indenture and to make it a valid and binding agreement of the Company have been done or performed.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Trustee mutually covenant and agree as follows:

ARTICLE 1
Relation to Indenture; Definitions; Rules of Construction

Section 1.01. *Relation to Indenture.* This Supplemental Indenture constitutes an integral part of the Indenture.

Section 1.02. *Definitions.* For all purposes of this Supplemental Indenture, the following terms shall have the respective meanings set forth in this Section.

"**Below Investment Grade Rating Event**" means the Notes are rated below Investment Grade by each of the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of a Change of Control (which period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies).

"**Change of Control**" means the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its subsidiaries taken as a whole to any "person" (as that term is used in Section 13(d)(3) of the Exchange Act), other than the Company or one of its subsidiaries; (2) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding number of shares of the Company's Voting Stock; or (3) the first day on which a majority of the members of the Company's Board of Directors are not Continuing Directors.

"**Change of Control Repurchase Event**" means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

"**Comparable Treasury Issue**" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining

term of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Notes.

"**Comparable Treasury Price**" means, with respect to any redemption date, (i) the average of four Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Trustee is provided with fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (iii) if only one Reference Treasury Dealer Quotation is received, such quotation.

"**Continuing Directors**" means, as of any date of determination, any member of the Board of Directors of the Company who (1) was a member of such Board of Directors on the date of the issuance of the Notes; or (2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination or election (either by a specific vote or by approval of the Company's proxy statement in which such member was named as a nominee for election as a director).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Fitch**" means Fitch Ratings Ltd.

"**Investment Grade**" means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating categories of Moody's); a rating of BBB– or better by S&P (or its equivalent under any successor rating categories of S&P); and a rating of BBB– or better by Fitch (or its equivalent under any successor rating categories of Fitch); or the equivalent investment grade credit rating from any additional Rating Agency or Rating Agencies selected by the Company.

"**Moody's**" means Moody's Investors Service Inc.

"**Quotation Agent**" means the Reference Treasury Dealer appointed by the Company.

"**Rating Agency**" means (1) each of Fitch, Moody's and S&P; and (2) if any of Fitch, Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act, selected by the Company as a replacement agency for Fitch, Moody's or S&P, as the case may be.

"**Reference Treasury Dealer**" means (i) each of J.P. Morgan Securities LLC, Banc of America Securities LLC and Citigroup Global Markets Inc. (or

their respective affiliates that are Primary Treasury Dealers) and their respective successors; *provided*, *however*, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in New York City (a "**Primary Treasury Dealer**"), the Company will substitute therefor another Primary Treasury Dealer, and (ii) any other Primary Treasury Dealer selected by the Company.

"**Reference Treasury Dealer Quotations**" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding such redemption date.

"**Treasury Rate**" means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

"**S&P**" means Standard & Poor's Ratings Services, a division of McGraw-Hill, Inc.

"**Voting Stock**" of any specified person means capital stock of any class or kind the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such person, even if the right so to vote has been suspended by the happening of such a contingency.

Section 1.03. *Rules of Construction.* For all purposes of this Supplemental Indenture:

(a) capitalized terms used herein without definition shall have the meanings specified in the Indenture;

(b) all references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Supplemental Indenture;

(c) the terms "herein," "hereof," "hereunder" and other words of similar import refer to this Supplemental Indenture; and

(d) in the event of a conflict with the definition of terms in the Indenture, the definitions in this Supplemental Indenture shall control.

ARTICLE 2

THE SECURITIES

There is hereby established a series of Securities pursuant to the Indenture with the following terms:

Section 2.01. *Title of the Securities.* The series of Securities shall be designated the 3.200% Senior Notes due 2015 (the "**Notes**").

Section 2.02. *Aggregate Principal Amount.* The Notes will be initially issued in an aggregate principal amount of $350,000,000 (not including the Notes authenticated and delivered upon registration of, transfer of, or in exchange for, or in lieu of, other Securities pursuant to Sections 2.06, 2.07, 2.08, 3.02 or 10.04 of the Indenture).

Section 2.03. *Maturity Date.* The date on which the principal of the Notes is payable is November 1, 2015, subject to the provisions of the Indenture relating to acceleration.

Section 2.04. *Ranking.* The Notes will be unsecured senior debt of the Company and will rank on a parity with all other unsecured and unsubordinated indebtedness of the Company.

Section 2.05. *Interest.* The Notes will bear interest from September 17, 2010, or from the most recent interest payment date to which interest has been paid or duly provided for, at a rate of 3.200% per annum, payable semi-annually on May 1 and November 1 of each year, commencing May 1, 2011. The Company will pay interest to the person in whose name a Note is registered at the close of business on the April 15 or October 15, as the case may be, preceding the interest payment date. The Company will compute interest on the basis of a 360-day year consisting of twelve 30-day months.

Section 2.06. *Issuance Price.* The purchase price to be paid to the Company for the sale of the Notes pursuant to the terms of the Underwriting Agreement, dated as of September 14, 2010, between the Company and J.P. Morgan Securities Inc., Banc of America Securities LLC and Citigroup Global Markets Inc., as Representatives of the several Underwriters named in Schedule 1 thereto, shall be 99.223% of the principal amount of the Notes and the initial offering price to the public of the Notes shall be 99.823% of the principal amount of the Notes.

Section 2.07. *Defeasance.* The Notes shall be subject to defeasance under Section 12.02 of the Indenture.

Section 2.08. *Form and Dating.* (a) The Notes shall be substantially in the form of Exhibit A hereto. The Notes may have notations, legends or

endorsements required by law, stock exchange rule or usage. Each Note shall be dated the date of its authentication.

(b) The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Supplemental Indenture, and the Company and the Trustee, by their execution and delivery of this Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Notes conflicts with the express provisions of this Supplemental Indenture, the provisions of this Supplemental Indenture shall govern and be controlling.

(c) The Notes will be issued in the form of a fully-registered Global Security. The Global Security will be deposited with, or on behalf of, the Depositary and registered in the name of the Depositary or its nominee. Except as set forth in the Prospectus Supplement dated September 14, 2010, the Global Security may be transferred, in whole and not in part, only by the Depositary to its nominee or by its nominee to such Depositary or another nominee of the Depositary or by the Depositary or its nominee to a successor of the Depositary or a nominee of such successor. If the Depositary is at any time unwilling or unable to continue as depositary and a successor depositary is not appointed by the Company within 90 calendar days, the Company will issue Notes in certificated form in exchange for the Global Security. In addition, the Company may at any time determine not to have the Notes represented by a Global Security, and, in such event, will issue Notes in certificated form in exchange for the Global Security. In either instance, an owner of an interest in the Global Security would be entitled to physical delivery of such Notes in certificated form. Notes so issued in certificated form will be issued in denominations of $2,000 and integral multiples of $1,000 in excess thereof and will be issued in registered form only.

Section 2.09. *Optional Redemption.* (a) The Notes will be redeemable, in whole at any time or in part from time to time, at the Company's option at a redemption price equal to the greater of: (i) 100% of the principal amount of the Notes to be redeemed; and (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including any portion of such payments of interest accrued as of the date of redemption), discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below), plus 30 basis points, plus, in each case, accrued interest thereon to the date of redemption. Notwithstanding the foregoing, installments of interest on Notes that are due and payable on interest payment dates falling on or prior to a redemption date will be payable on the interest payment date to the registered holders as of the close of business on the relevant record date according to the Notes and the Indenture.

(b) Notice of any redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each holder of the Notes to be

redeemed. Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the Notes or portions thereof called for redemption. If less than all of the Notes are to be redeemed, the Notes to be redeemed shall be selected by lot by The Depository Trust Company, in the case of Notes represented by a global security, or by the Trustee by a method the Trustee deems to be fair and appropriate, in the case of Notes that are not represented by a global security.

Section 2.10. *Repurchase Upon Change of Control.* (a) If a Change of Control Repurchase Event occurs, unless the Company has exercised its right to redeem the Notes, the Company will make an offer to each holder of Notes to repurchase all or any part (equal to $2,000 or in integral multiples of $1,000 in excess thereof) of that holder's Notes at a repurchase price in cash equal to 101% of the aggregate principal amount of Notes repurchased plus any accrued and unpaid interest on the Notes repurchased to the date of repurchase. Within 30 days following any Change of Control Repurchase Event or, at the Company's option, prior to any Change of Control, but after the public announcement of an impending Change of Control, the Company will mail a notice to each holder, with a copy to the Trustee, describing the transaction or transactions that constitute or may constitute the Change of Control Repurchase Event and offering to repurchase Notes on the payment date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed. The notice shall, if mailed prior to the date of consummation of the Change of Control, state that the offer to repurchase is conditioned on the Change of Control Repurchase Event occurring on or prior to the payment date specified in the notice.

(b) The Company will comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder, to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Repurchase Event provisions of the Notes, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Repurchase Event provisions of the Notes by virtue of such conflict.

(c) On the Change of Control Repurchase Event payment date, the Company will, to the extent lawful:

(i) accept for payment all Notes or portions of Notes (equal to $2,000 or in integral multiples of $1,000 in excess thereof) properly tendered pursuant to the Company's offer;

(ii) deposit with the paying agent an amount equal to the aggregate repurchase price in respect of all Notes or portions of Notes properly tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes properly accepted, together with an officers' certificate stating the aggregate principal amount of Notes being purchased by the Company.

(d) The paying agent will promptly mail to each holder of Notes properly tendered the repurchase price for the Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each holder a new Note equal in principal amount to any unpurchased portion of any Notes surrendered; *provided*, that each new Note will be in a principal amount of $1,000 or an integral multiple of $1,000.

(e) The Company will not be required to make an offer to repurchase the Notes upon a Change of Control Repurchase Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all Notes properly tendered and not withdrawn under its offer

Section 2.11. *Special Mandatory Redemption.* The Notes will be subject to a special mandatory redemption in the event the Sale Agreement is terminated or the Acquisition is not consummated on or prior to 11:59 p.m., New York City time, on March 31, 2011 (a "**Redemption Event**"). In that event, the Notes will be redeemed at a special mandatory redemption price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of the Special Redemption Date (as defined below) (the "**Special Mandatory Redemption Price**").

Upon the occurrence of a Redemption Event, the Company shall give written notice to the Trustee, not later than 2:00 p.m., New York City time, on the immediately following Business Day, that the Notes shall be redeemed as provided herein. Not later than the fifth Business Day following receipt of such notice, the Company, or the Trustee on behalf of the Company, will mail notice of the foregoing redemption to the registered Holders of the Notes, specifying the redemption date, which shall be the fifth Business Day following mailing of such notice (the "**Special Redemption Date**") and the Notes shall be redeemed without any action from the Holders of the Notes. The Special Mandatory Redemption Price shall be paid in accordance with the rules of the Depository for the Notes on the Special Mandatory Redemption Date; provided, however, that the Company shall deposit with the Trustee an amount sufficient to pay the Special Mandatory Redemption Price by 10:00 a.m., New York City time, on the Special Redemption Date.

ARTICLE 3
Amendments to the Indenture

Section 3.01. *Events of Default.* For purposes of this series of Notes only, Section 6.01(5) of the Indenture is deleted in its entirety and replaced with the following:

"the failure by the Company or any of its Subsidiaries to pay any principal or premium or interest on any Indebtedness which is outstanding in a principal amount of at least $50,000,000 (or its equivalent in another currency) in the aggregate (but excluding Indebtedness evidenced by the Securities or otherwise arising under this Indenture), when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and the continuation of such failure after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness; or the occurrence or existence of any other event or condition under any agreement or instrument relating to any such Indebtedness that continues after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased, or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case prior to the stated maturity thereof."

ARTICLE 4
Miscellaneous Provisions

Section 4.01. *Ratification.* The Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects hereby adopted, ratified and confirmed.

Section 4.02. *Governing Law.* This Supplemental Indenture shall be governed by, and construed and enforced in accordance with, the laws of the jurisdiction which govern the Indenture and its construction.

Section 4.03. *Counterparts and Method of Execution.* This Supplemental Indenture may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the same counterpart.

Section 4.04. *Section Titles.* Section titles are for descriptive purposes only and shall not control or alter the meaning of this Supplemental Indenture as set forth in the text.

Section 4.05. *The Trustee.* The recitals contained herein shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

IN WITNESS WHEREOF, CORN PRODUCTS INTERNATIONAL, INC. AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. have caused this Supplemental Indenture to be duly executed, all as of the day and year first above written.

CORN PRODUCTS INTERNATIONAL, INC.

By: /s/ Cheryl K. Beebe
Name: Cheryl K. Beebe
Title: Vice President and Chief Financial Officer

By: /s/ Kimberly A. Hunter
Name: Kimberly A. Hunter
Title: Corporate Treasurer

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee

By: /s/ M. Callahan
Name: Mary Callahan
Title: Vice President

Exhibit 4.2

CORN PRODUCTS INTERNATIONAL, INC.
as Issuer

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as Trustee

Sixth Supplemental Indenture

Dated as of September 17, 2010

$400,000,000
4.625% Senior Notes Due November 1, 2020

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SIXTH SUPPLEMENTAL INDENTURE

This SIXTH SUPPLEMENTAL INDENTURE, dated as of September 17, 2010 (this "**Supplemental Indenture**"), is entered into by and between Corn Products International, Inc., a corporation incorporated under the laws of the State of Delaware (the "**Company**"), and The Bank of New York Mellon Trust Company, N.A., as trustee (the "**Trustee**").

WITNESSETH:

WHEREAS, the Company and the Trustee (as successor trustee to The Bank of New York) are parties to an Indenture, dated as of August 18, 1999 (the "**Indenture**"), relating to the issuance from time to time by the Company of its Securities on terms to be specified at the time of issuance;

WHEREAS, the Company proposes to create under the Indenture a new series of Securities;

WHEREAS, Section 2.01 of the Indenture provides that at or prior to the issuance of any Securities within a series, the terms of the series of Securities shall be established by a supplemental indenture or an Officers' Certificate pursuant to authority granted under resolutions of the Board of Directors of the Company;

WHEREAS, Section 10.01 of the Indenture provides that when authorized by a Certified Board Resolution, the Company and the Trustee may enter into a supplemental indenture to change or eliminate any of the provisions of the Indenture without the consent of the holders of any Securities of any series then outstanding, *provided* that any such change or elimination would not adversely affect such provision as applied to any series of Securities created prior to the execution of such supplemented indenture;

WHEREAS, the changes set forth herein do not adversely affect the holders of any securities issued prior to the date hereof;

WHEREAS, on June 19, 2010, the Company entered into the International Share and Business Sale Agreement (the "**Sale Agreement**") with Akzo Nobel N.V., providing for the purchase of certain business entities and assets comprising Akzo Nobel N.V.'s specialty starches business commonly known as "National Starch" (the "**Acquisition**");

WHEREAS, if the Acquisition is consummated, the net proceeds of the sale of the Notes will be used to pay a portion of the purchase price of the Acquisition; and

WHEREAS, all conditions necessary to authorize the execution and delivery of this Supplemental Indenture and to make it a valid and binding agreement of the Company have been done or performed.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Trustee mutually covenant and agree as follows:

ARTICLE 1
Relation to Indenture; Definitions; Rules of Construction

Section 1.01. *Relation to Indenture.* This Supplemental Indenture constitutes an integral part of the Indenture.

Section 1.02. *Definitions.* For all purposes of this Supplemental Indenture, the following terms shall have the respective meanings set forth in this Section.

"**Below Investment Grade Rating Event**" means the Notes are rated below Investment Grade by each of the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of a Change of Control (which period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies).

"**Change of Control**" means the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its subsidiaries taken as a whole to any "person" (as that term is used in Section 13(d)(3) of the Exchange Act), other than the Company or one of its subsidiaries; (2) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding number of shares of the Company's Voting Stock; or (3) the first day on which a majority of the members of the Company's Board of Directors are not Continuing Directors.

"**Change of Control Repurchase Event**" means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

"**Comparable Treasury Issue**" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining

term of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Notes.

"**Comparable Treasury Price**" means, with respect to any redemption date, (i) the average of four Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Trustee is provided with fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (iii) if only one Reference Treasury Dealer Quotation is received, such quotation.

"**Continuing Directors**" means, as of any date of determination, any member of the Board of Directors of the Company who (1) was a member of such Board of Directors on the date of the issuance of the Notes; or (2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination or election (either by a specific vote or by approval of the Company's proxy statement in which such member was named as a nominee for election as a director).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Fitch**" means Fitch Ratings Ltd.

"**Investment Grade**" means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating categories of Moody's); a rating of BBB— or better by S&P (or its equivalent under any successor rating categories of S&P); and a rating of BBB— or better by Fitch (or its equivalent under any successor rating categories of Fitch); or the equivalent investment grade credit rating from any additional Rating Agency or Rating Agencies selected by the Company.

"**Moody's**" means Moody's Investors Service Inc.

"**Quotation Agent**" means the Reference Treasury Dealer appointed by the Company.

"**Rating Agency**" means (1) each of Fitch, Moody's and S&P; and (2) if any of Fitch, Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act, selected by the Company as a replacement agency for Fitch, Moody's or S&P, as the case may be.

"**Reference Treasury Dealer**" means (i) each of J.P. Morgan Securities LLC, Banc of America Securities LLC and Citigroup Global Markets Inc. (or

their respective affiliates that are Primary Treasury Dealers) and their respective successors; *provided*, *however*, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in New York City (a "**Primary Treasury Dealer**"), the Company will substitute therefor another Primary Treasury Dealer, and (ii) any other Primary Treasury Dealer selected by the Company.

"**Reference Treasury Dealer Quotations**" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding such redemption date.

"**Treasury Rate**" means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

"**S&P**" means Standard & Poor's Ratings Services, a division of McGraw-Hill, Inc.

"**Voting Stock**" of any specified person means capital stock of any class or kind the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such person, even if the right so to vote has been suspended by the happening of such a contingency.

Section 1.03. *Rules of Construction.* For all purposes of this Supplemental Indenture:

(a) capitalized terms used herein without definition shall have the meanings specified in the Indenture;

(b) all references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Supplemental Indenture;

(c) the terms "herein," "hereof," "hereunder" and other words of similar import refer to this Supplemental Indenture; and

(d) in the event of a conflict with the definition of terms in the Indenture, the definitions in this Supplemental Indenture shall control.

ARTICLE 2

THE SECURITIES

There is hereby established a series of Securities pursuant to the Indenture with the following terms:

Section 2.01. *Title of the Securities.* The series of Securities shall be designated the 4.625% Senior Notes due 2020 (the "**Notes**").

Section 2.02. *Aggregate Principal Amount.* The Notes will be initially issued in an aggregate principal amount of $400,000,000 (not including the Notes authenticated and delivered upon registration of, transfer of, or in exchange for, or in lieu of, other Securities pursuant to Sections 2.06, 2.07, 2.08, 3.02 or 10.04 of the Indenture).

Section 2.03. *Maturity Date.* The date on which the principal of the Notes is payable is November 1, 2020, subject to the provisions of the Indenture relating to acceleration.

Section 2.04. *Ranking.* The Notes will be unsecured senior debt of the Company and will rank on a parity with all other unsecured and unsubordinated indebtedness of the Company.

Section 2.05. *Interest.* The Notes will bear interest from September 17, 2010, or from the most recent interest payment date to which interest has been paid or duly provided for, at a rate of 4.625% per annum, payable semi-annually on May 1 and November 1 of each year, commencing May 1, 2011. The Company will pay interest to the person in whose name a Note is registered at the close of business on the April 15 or October 15, as the case may be, preceding the interest payment date. The Company will compute interest on the basis of a 360-day year consisting of twelve 30-day months.

Section 2.06. *Issuance Price.* The purchase price to be paid to the Company for the sale of the Notes pursuant to the terms of the Underwriting Agreement, dated as of September 14, 2010, between the Company and J.P. Morgan Securities Inc., Banc of America Securities LLC and Citigroup Global Markets Inc., as Representatives of the several Underwriters named in Schedule 1 thereto, shall be 98.950% of the principal amount of the Notes and the initial offering price to the public of the Notes shall be 99.600% of the principal amount of the Notes.

Section 2.07. *Defeasance.* The Notes shall be subject to defeasance under Section 12.02 of the Indenture.

Section 2.08. *Form and Dating.* (a) The Notes shall be substantially in the form of Exhibit A hereto. The Notes may have notations, legends or

endorsements required by law, stock exchange rule or usage. Each Note shall be dated the date of its authentication.

(b) The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Supplemental Indenture, and the Company and the Trustee, by their execution and delivery of this Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Notes conflicts with the express provisions of this Supplemental Indenture, the provisions of this Supplemental Indenture shall govern and be controlling.

(c) The Notes will be issued in the form of a fully-registered Global Security. The Global Security will be deposited with, or on behalf of, the Depositary and registered in the name of the Depositary or its nominee. Except as set forth in the Prospectus Supplement dated September 14, 2010, the Global Security may be transferred, in whole and not in part, only by the Depositary to its nominee or by its nominee to such Depositary or another nominee of the Depositary or by the Depositary or its nominee to a successor of the Depositary or a nominee of such successor. If the Depositary is at any time unwilling or unable to continue as depositary and a successor depositary is not appointed by the Company within 90 calendar days, the Company will issue Notes in certificated form in exchange for the Global Security. In addition, the Company may at any time determine not to have the Notes represented by a Global Security, and, in such event, will issue Notes in certificated form in exchange for the Global Security. In either instance, an owner of an interest in the Global Security would be entitled to physical delivery of such Notes in certificated form. Notes so issued in certificated form will be issued in denominations of $2,000 and integral multiples of $1,000 in excess thereof and will be issued in registered form only.

Section 2.09. *Optional Redemption.* (a) The Notes will be redeemable, in whole at any time or in part from time to time, at the Company's option at a redemption price equal to the greater of: (i) 100% of the principal amount of the Notes to be redeemed; and (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including any portion of such payments of interest accrued as of the date of redemption), discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below), plus 30 basis points, plus, in each case, accrued interest thereon to the date of redemption. Notwithstanding the foregoing, installments of interest on Notes that are due and payable on interest payment dates falling on or prior to a redemption date will be payable on the interest payment date to the registered holders as of the close of business on the relevant record date according to the Notes and the Indenture.

(b) Notice of any redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each holder of the Notes to be

redeemed. Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the Notes or portions thereof called for redemption. If less than all of the Notes are to be redeemed, the Notes to be redeemed shall be selected by lot by The Depository Trust Company, in the case of Notes represented by a global security, or by the Trustee by a method the Trustee deems to be fair and appropriate, in the case of Notes that are not represented by a global security.

Section 2.10. *Repurchase Upon Change of Control.* (a) If a Change of Control Repurchase Event occurs, unless the Company has exercised its right to redeem the Notes, the Company will make an offer to each holder of Notes to repurchase all or any part (equal to $2,000 or in integral multiples of $1,000 in excess thereof) of that holder's Notes at a repurchase price in cash equal to 101% of the aggregate principal amount of Notes repurchased plus any accrued and unpaid interest on the Notes repurchased to the date of repurchase. Within 30 days following any Change of Control Repurchase Event or, at the Company's option, prior to any Change of Control, but after the public announcement of an impending Change of Control, the Company will mail a notice to each holder, with a copy to the Trustee, describing the transaction or transactions that constitute or may constitute the Change of Control Repurchase Event and offering to repurchase Notes on the payment date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed. The notice shall, if mailed prior to the date of consummation of the Change of Control, state that the offer to repurchase is conditioned on the Change of Control Repurchase Event occurring on or prior to the payment date specified in the notice.

(b) The Company will comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder, to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Repurchase Event provisions of the Notes, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Repurchase Event provisions of the Notes by virtue of such conflict.

(c) On the Change of Control Repurchase Event payment date, the Company will, to the extent lawful:

(i) accept for payment all Notes or portions of Notes (equal to $2,000 or in integral multiples of $1,000 in excess thereof) properly tendered pursuant to the Company's offer;

(ii) deposit with the paying agent an amount equal to the aggregate repurchase price in respect of all Notes or portions of Notes properly tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes properly accepted, together with an officers' certificate stating the aggregate principal amount of Notes being purchased by the Company.

(d) The paying agent will promptly mail to each holder of Notes properly tendered the repurchase price for the Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each holder a new Note equal in principal amount to any unpurchased portion of any Notes surrendered; *provided*, that each new Note will be in a principal amount of $1,000 or an integral multiple of $1,000.

(e) The Company will not be required to make an offer to repurchase the Notes upon a Change of Control Repurchase Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all Notes properly tendered and not withdrawn under its offer

Section 2.11. *Special Mandatory Redemption.* The Notes will be subject to a special mandatory redemption in the event the Sale Agreement is terminated or the Acquisition is not consummated on or prior to 11:59 p.m., New York City time, on March 31, 2011 (a "**Redemption Event**"). In that event, the Notes will be redeemed at a special mandatory redemption price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of the Special Redemption Date (as defined below) (the "**Special Mandatory Redemption Price**").

Upon the occurrence of a Redemption Event, the Company shall give written notice to the Trustee, not later than 2:00 p.m., New York City time, on the immediately following Business Day, that the Notes shall be redeemed as provided herein. Not later than the fifth Business Day following receipt of such notice, the Company, or the Trustee on behalf of the Company, will mail notice of the foregoing redemption to the registered Holders of the Notes, specifying the redemption date, which shall be the fifth Business Day following mailing of such notice (the "**Special Redemption Date**") and the Notes shall be redeemed without any action from the Holders of the Notes. The Special Mandatory Redemption Price shall be paid in accordance with the rules of the Depository for the Notes on the Special Mandatory Redemption Date; provided, however, that the Company shall deposit with the Trustee an amount sufficient to pay the Special Mandatory Redemption Price by 10:00 a.m., New York City time, on the Special Redemption Date.

ARTICLE 3
Amendments to the Indenture

Section 3.01. *Events of Default.* For purposes of this series of Notes only, Section 6.01(5) of the Indenture is deleted in its entirety and replaced with the following:

"the failure by the Company or any of its Subsidiaries to pay any principal or premium or interest on any Indebtedness which is outstanding in a principal amount of at least $50,000,000 (or its equivalent in another currency) in the aggregate (but excluding Indebtedness evidenced by the Securities or otherwise arising under this Indenture), when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and the continuation of such failure after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness; or the occurrence or existence of any other event or condition under any agreement or instrument relating to any such Indebtedness that continues after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased, or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case prior to the stated maturity thereof."

ARTICLE 4
Miscellaneous Provisions

Section 4.01. *Ratification.* The Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects hereby adopted, ratified and confirmed.

Section 4.02. *Governing Law.* This Supplemental Indenture shall be governed by, and construed and enforced in accordance with, the laws of the jurisdiction which govern the Indenture and its construction.

Section 4.03. *Counterparts and Method of Execution.* This Supplemental Indenture may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the same counterpart.

Section 4.04. *Section Titles.* Section titles are for descriptive purposes only and shall not control or alter the meaning of this Supplemental Indenture as set forth in the text.

Section 4.05. *The Trustee.* The recitals contained herein shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

IN WITNESS WHEREOF, CORN PRODUCTS INTERNATIONAL, INC. AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. have caused this Supplemental Indenture to be duly executed, all as of the day and year first above written.

CORN PRODUCTS INTERNATIONAL, INC.

By: /s/ Cheryl K. Beebe
Name: Cheryl K. Beebe
Title: Vice President and Chief Financial Officer

By: /s/ Kimberly A. Hunter
Name: Kimberly A. Hunter
Title: Corporate Treasurer

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: /s/ M. Callahan
Name: Mary Callahan
Title: Vice President

CORN PRODUCTS INTERNATIONAL, INC.
as Issuer

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as Trustee

Seventh Supplemental Indenture

Dated as of September 17, 2010

$150,000,000
6.625% Senior Notes Due April 15, 2037

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SEVENTH SUPPLEMENTAL INDENTURE

This SEVENTH SUPPLEMENTAL INDENTURE, dated as of September 17, 2010 (this "**Supplemental Indenture**"), is entered into by and between Corn Products International, Inc., a corporation incorporated under the laws of the State of Delaware (the "**Company**"), and The Bank of New York Mellon Trust Company, N.A., as trustee (the "**Trustee**").

WITNESSETH:

WHEREAS, the Company and the Trustee (as successor trustee to The Bank of New York) are parties to an Indenture, dated as of August 18, 1999 (the "**Original Indenture**"), as supplemented by a Fourth Supplemental Indenture dated as of April 10, 2007 (the "**Fourth Supplemental Indenture**") providing for the establishment of a series of Securities designated as the Company's 6.625% Senior Notes due 2037 (the "**Notes**") and providing for the initial issuance of $100,000,000 aggregate principal amount of Notes (the "**Original Notes**") (the Original Indenture, as amended and supplemented by the Fourth Supplemental Indenture, referred to herein as the "**Indenture**");

WHEREAS, on the date hereof the Company intends to issue an additional $150,000,000 aggregate principal amount of Notes (the "**Reopening Notes**") pursuant to the Original Indenture, as supplemented by this Supplemental Indenture;

WHEREAS, the parties hereto intend that the Reopening Notes and the Original Notes form a single series of Notes and that the Reopening Notes be fully fungible with the Original Notes;

WHEREAS, the changes set forth herein do not adversely affect the holders of any securities issued prior to the date hereof;

WHEREAS, Section 10.01 of the Indenture provides that when authorized by a Certified Board Resolution, the Company and the Trustee may enter into a supplemental indenture to change or eliminate any of the provisions of the Indenture without the consent of the holders of any Securities of any series then outstanding, *provided* that any such change or elimination would not adversely affect such provision as applied to any series of Securities created prior to the execution of such supplemented indenture; and

WHEREAS, all conditions necessary to authorize the execution and delivery of this Supplemental Indenture and to make it a valid and binding agreement of the Company have been done or performed.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Trustee mutually covenant and agree as follows:

ARTICLE 1
Relation to Indenture; Definitions; Rules of Construction

Section 1.01. *Relation to Indenture.* This Supplemental Indenture constitutes an integral part of the Indenture.

Section 1.02. *Rules of Construction.* For all purposes of this Supplemental Indenture:

(a) capitalized terms used herein without definition shall have the meanings specified in the Indenture;

(b) all references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Supplemental Indenture;

(c) the terms “herein,” “hereof,” “hereunder” and other words of similar import refer to this Supplemental Indenture; and

(d) in the event of a conflict with the definition of terms in the Indenture, the definitions in this Supplemental Indenture shall control.

ARTICLE 2
The Reopening Notes

Section 2.01. *Aggregate Principal Amount.* The Reopening Notes shall be issued in an aggregate principal amount of $150,000,000 for a total aggregate principal amount of the Notes (including the Original Notes) of $250,000,000 (not including the Notes authenticated and delivered upon registration of, transfer of, or in exchange for, or in lieu of, other Securities pursuant to Sections 2.06, 2.07, 2.08, 3.02 or 10.04 of the Indenture).

Section 2.02. *Interest.* The Reopening Notes will bear interest from April 15, 2010, the most recent interest payment date prior to the date hereof.

Section 2.03. *Issuance Price.* The purchase price to be paid to the Company for the sale of the Reopening Notes pursuant to the terms of the Underwriting Agreement, dated as of September 14, 2010, between the Company

and J.P. Morgan Securities Inc., Banc of America Securities LLC and Citigroup Global Markets Inc., as Representatives of the several Underwriters named in Schedule 1 thereto, shall be 104.620% of the principal amount of the Reopening Notes and the initial offering price to the public of the Reopening Notes shall be 105.495% of the principal amount of the Notes.

Section 2.04. *Other.* Except as otherwise provided herein, the provisions set forth in the Fourth Supplemental Indenture applicable to the Notes shall be applicable to the Reopening Notes, including the provisions of Sections 2.1, 2.3, 2.4, 2.5 (except for the date from which the Reopening Notes shall bear interest), 2.7, 2.8, 2.9 and 2.10 and Article 3.

ARTICLE 3
Miscellaneous Provisions

Section 3.01. *Ratification.* The Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects hereby adopted, ratified and confirmed.

Section 3.02. *Governing Law.* This Supplemental Indenture shall be governed by, and construed and enforced in accordance with, the laws of the jurisdiction which govern the Indenture and its construction.

Section 3.03. *Counterparts and Method of Execution.* This Supplemental Indenture may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the same counterpart.

Section 3.04. *Section Titles.* Section titles are for descriptive purposes only and shall not control or alter the meaning of this Supplemental Indenture as set forth in the text.

Section 3.05. *The Trustee.* The recitals contained herein shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

IN WITNESS WHEREOF, CORN PRODUCTS INTERNATIONAL, INC. AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. have caused this Supplemental Indenture to be duly executed, all as of the day and year first above written.

CORN PRODUCTS INTERNATIONAL, INC.

By: /s/ Cheryl K. Beebe
Name: Cheryl K. Beebe
Title: Vice President and Chief Financial Officer

By: /s/ Kimberly A. Hunter
Name: Kimberly A. Hunter
Title: Corporate Treasurer

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: /s/ M. Callahan
Name: Mary Callahan
Title: Vice President

THIS NOTE MAY BE TRANSFERRED IN WHOLE BUT NOT IN PART BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY SELECTED OR APPROVED BY THE COMPANY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. 1 **$350,000,000**

CORN PRODUCTS INTERNATIONAL, INC.

3.200% Senior Notes due 2015

CUSIP: 219023 AE8

Corn Products International, Inc., a Delaware corporation (herein called the "**Company**," which term includes any successor corporation under the Indenture referred to herein), for value received, hereby promises to pay to:

CEDE & CO.

or registered assigns, the principal sum of

THREE HUNDRED FIFTY MILLION DOLLARS

on November 1, 2015 and to pay interest on such principal sum at the rate of 3.200% per annum.

The Company will pay interest from the later of September 17, 2010 or the most recent Interest Payment Date (as defined below) to which interest has been paid or duly provided for, semiannually on May 1 and on November 1 (each an "**Interest Payment Date**") beginning May 1, 2011, until the principal hereof is otherwise paid or duly provided for. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the

Indenture (as defined below), be paid to the holder (the "**Holder**") of this Note (or one or more predecessor Notes) of record at the close of business on the regular record date (the "**Regular Record Date**") for such Interest Payment Date, which, except in the case of interest payable at Maturity (as defined in the Indenture), shall be April 15 or October 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date and, in the case of interest payable at Maturity, shall be the date such that interest payable at Maturity is payable to the same Person to whom principal on this Note is payable. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date by virtue of his having been such Holder, and may be paid to the Holder of this Note (or one or more predecessor Notes) of record at the close of business on a special record date (the "**Special Record Date**") fixed by the Company for the payment of such defaulted interest, notice whereof shall be given to Holders not less than 15 days prior to such Special Record Date, all as more fully provided in the Indenture.

Payment of the principal of this Note and the interest thereon will be made at the office or agency of the Company in the Borough of Manhattan, City and State of New York, in such currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

This Note is one of a duly authorized issue of debt securities of the Company (herein called the "**Securities**"), issuable in one or more series, unlimited in aggregate principal amount except as may be otherwise provided in respect of the Securities of a particular series, issued and to be issued under and pursuant to an Indenture dated as of August 18, 1999, between the Company and The Bank of New York Mellon Trust Company, N.A. (as successor trustee to The Bank of New York), as trustee (the "**Trustee**"), as amended and supplemented by the Fifth Supplemental Indenture between the Company and the Trustee dated as of September 17, 2010 (the "**Indenture**") and is one of a series initially limited in aggregate principal amount to $350,000,000 and designated as 3.200% Senior Notes due 2015 (the "**Notes**"). Reference is hereby made to the Indenture for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders of Securities (including Holders of the Notes).

The Notes are subject to defeasance at the option of the Company as provided in the Indenture.

As long as this Note is represented in global form (the "**Global Security**") registered in the name of the Depositary or its nominee, except as provided in the

Indenture and subject to certain limitations therein set forth, no Global Security shall be exchangeable or transferrable.

If an Event of Default (as defined in the Indenture) with respect to the Notes shall occur and be continuing, the principal plus any accrued interest may be declared due and payable in the manner and with the effect and subject to the conditions provided in the Indenture.

The Indenture permits the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the Securities then outstanding of all series which are affected by such amendment or modification, except that certain amendments which do not adversely affect the rights of any Holder of the Securities may be made without the approval of Holders of the Securities. No amendment or modification may, among other things, change the Stated Maturity of any Security, reduce the principal amount thereof, reduce the rate or change the time of payment of any interest thereon, or reduce the aforesaid majority in aggregate principal amount of Securities of any series, the consent of the Holders of which is required for any such amendment or modification, without the consent of each Securityholder affected.

This series of Notes is redeemable, in whole at any time or in part from time to time, at the Company's option at a redemption price equal to the greater of: 100% of the principal amount of the Notes to be redeemed; and (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including any portion of such payments of interest accrued as of the date of redemption), discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below), plus 30 basis points, plus, in each case, accrued interest thereon to the date of redemption.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each holder of the notes to be redeemed. Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on this Note or portion thereof called for redemption. If less than all of the notes are to be redeemed, the notes to be redeemed shall be selected by lot by The Depository Trust Company, in the case of notes represented by a global security, or by the Trustee by a method the Trustee deems to be fair and appropriate, in the case of notes that are not represented by a global security.

"**Comparable Treasury Issue**" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the Notes to be redeemed that would be utilized, at the time of selection

and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Notes.

"**Comparable Treasury Price**" means, with respect to any redemption date, (i) the average of four Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (iii) if only one Reference Treasury Dealer Quotation is received, such quotation.

"**Quotation Agent**" means the Reference Treasury Dealer appointed by the Company.

"**Reference Treasury Dealer**" means (i) each of J.P. Morgan Securities LLC, Banc of America Securities LLC and Citigroup Global Markets Inc. (or their respective affiliates that are Primary Treasury Dealers) and their respective successors; provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in New York City (a "**Primary Treasury Dealer**"), the Company will substitute therefor another Primary Treasury Dealer, and (ii) any other Primary Treasury Dealer selected by the Company.

"**Reference Treasury Dealer Quotations**" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding such redemption date.

"**Treasury Rate**" means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

If a Change of Control Repurchase Event occurs, unless the Company has exercised its right to redeem this series of Notes, the Company will make an offer to each holder of Notes to repurchase all or any part (equal to $2,000 or in integral multiples of $1,000 in excess thereof) of that holder's Notes at a repurchase price in cash equal to 101% of the aggregate principal amount of Notes repurchased plus any accrued and unpaid interest on the Notes repurchased to the date of repurchase. Within 30 days following any Change of Control Repurchase Event or, at the Company's option, prior to any Change of Control, but after the public announcement of an impending Change of Control, the Company will mail a

notice to each holder, with a copy to the Trustee, describing the transaction or transactions that constitute or may constitute the Change of Control Repurchase Event and offering to repurchase Notes on the payment date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed. The notice shall, if mailed prior to the date of consummation of the Change of Control, state that the offer to repurchase is conditioned on the Change of Control Repurchase Event occurring on or prior to the payment date specified in the notice.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder, to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Repurchase Event provisions of the Notes, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Repurchase Event provisions of the Notes by virtue of such conflict.

On the Change of Control Repurchase Event purchase date, the Company will, to the extent lawful:

- accept for payment all Notes or portions of Notes (equal to $2,000 or in integral multiples of $1,000 in excess thereof) properly tendered pursuant to the Company's offer;
- deposit with the paying agent an amount equal to the aggregate repurchase price in respect of all Notes or portions of Notes properly tendered; and
- deliver or cause to be delivered to the Trustee the Notes properly accepted, together with an officers' certificate stating the aggregate principal amount of Notes being purchased by the Company.

The paying agent will promptly mail to each holder of Notes properly tendered the repurchase price for the Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each holder a new Note equal in principal amount to any unpurchased portion of any Notes surrendered; *provided*, that each new Note will be in a principal amount of $1,000 or an integral multiple of $1,000.

The Company will not be required to make an offer to repurchase the Notes upon a Change of Control Repurchase Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all Notes properly tendered and not withdrawn under its offer.

"**Below Investment Grade Rating Event**" means the Notes are rated below Investment Grade by each of the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of a Change of Control (which period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies).

"**Change of Control**" means the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its subsidiaries taken as a whole to any "person" (as that term is used in Section 13(d)(3) of the Exchange Act), other than the Company or one of its subsidiaries; (2) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding number of shares of the Company's Voting Stock; or (3) the first day on which a majority of the members of the Company's Board of Directors are not Continuing Directors.

"**Change of Control Repurchase Event**" means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

"**Continuing Directors**" means, as of any date of determination, any member of the Board of Directors of the Company who (1) was a member of such Board of Directors on the date of the issuance of the Notes; or (2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination or election (either by a specific vote or by approval of the Company's proxy statement in which such member was named as a nominee for election as a director).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Fitch**" means Fitch Ratings Ltd.

"**Investment Grade**" means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating categories of Moody's); a rating of BBB- or better by S&P (or its equivalent under any successor rating categories of S&P); and a rating of BBB- or better by Fitch (or its equivalent under any successor rating categories of Fitch); or the equivalent investment grade credit rating from any additional Rating Agency or Rating Agencies selected by the Company.

"**Moody's**" means Moody's Investors Service Inc.

"**Rating Agency**" means (1) each of Fitch, Moody's and S&P; and (2) if any of Fitch, Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act, selected by the Company as a replacement agency for Fitch, Moody's or S&P, as the case may be.

"**S&P**" means Standard & Poor's Ratings Services, a division of McGraw-Hill, Inc.

"**Voting Stock**" of any specified person means capital stock of any class or kind the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such person, even if the right so to vote has been suspended by the happening of such a contingency.

The Notes will be subject to a special mandatory redemption in the event the Sale Agreement is terminated or the Acquisition is not consummated on or prior to 11:59 p.m., New York City time, on March 31, 2011 (a "**Redemption Event**"). In that event, the Notes will be redeemed at a special mandatory redemption price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of the Special Redemption Date (as defined below) (the "**Special Mandatory Redemption Price**").

Upon the occurrence of a Redemption Event, the Company shall give written notice to the Trustee, not later than 2:00 p.m., New York City time, on the immediately following Business Day, that the Notes shall be redeemed as provided herein. Not later than the fifth Business Day following receipt of such notice, the Company, or the Trustee on behalf of the Company, will mail notice of the foregoing redemption to the registered Holders of the Notes, specifying the redemption date, which shall be the fifth Business Day following mailing of such notice (the "**Special Redemption Date**") and the Notes shall be redeemed without any action from the Holders of the Notes. The Special Mandatory Redemption Price shall be paid in accordance with the rules of the Depository for the Notes on the Special Mandatory Redemption Date; provided, however, that the Company shall deposit with the Trustee an amount sufficient to pay the Special Mandatory Redemption Price by 10:00 a.m., New York City time, on the Special Redemption Date.

"**Acquisition**" means the purchase of certain business entities and assets comprising Akzo Nobel N.V.'s specialty starches business commonly known as "National Starch."

"**Sale Agreement**" means the International Share and Business Sale Agreement dated June 19, 2010 between the Company and Akzo Nobel N.V.

Notwithstanding any provision in the Indenture or any provision of this Note, the Holder of this Note shall have the right, which is absolute and unconditional, to receive payment of the principal of (and premium, if any) and interest on this Note at the times, place and rate, and in the coin or currency herein prescribed.

This Note shall be governed by, and construed in accordance with, the laws of the state of New York, without regard to principles of conflicts of laws.

All terms used in this Note which are defined in the Indenture have the meanings assigned to them in the Indenture.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

CORN PRODUCTS INTERNATIONAL, INC.

By: /s/ Cheryl K. Beebe
Name: Cheryl K. Beebe
Title: Vice President and Chief Financial Officer

Attest:

By: /s/ Kimberly A. Hunter
Name: Kimberly A. Hunter
Title: Corporate Treasurer

This is one of the Securities of the series designated herein referred to in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

Dated:

By: /s/ M. Callahan
Name: Mary Callahan
Title: Vice President

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to

Insert assignee's soc. sec. or tax I.D. no.

(Print or type assignee's name, address and zip code)

and all rights thereunder and irrevocably appoint _____

agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Dated: _____

THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS IT APPEARS ON THE FIRST PAGE OF THE WITHIN NOTE.

THE SIGNATURE MUST BE GUARANTEED BY AN "ELIGIBLE GUARANTOR INSTITUTION" THAT IS A MEMBER OR PARTICIPANT IN A "SIGNATURE GUARANTEE PROGRAM" (E.G., THE SECURITIES TRANSFER AGENTS MEDALLION PROGRAM, THE STOCK EXCHANGE MEDALLION PROGRAM OR THE NEW YORK STOCK EXCHANGE, INC. MEDALLION PROGRAM).

Exhibit 4.5

THIS NOTE MAY BE TRANSFERRED IN WHOLE BUT NOT IN PART BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY SELECTED OR APPROVED BY THE COMPANY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. 1 **$400,000,000**

CORN PRODUCTS INTERNATIONAL, INC.

4.625% Senior Notes due 2020

CUSIP: 219023 AF5

Corn Products International, Inc., a Delaware corporation (herein called the "**Company**," which term includes any successor corporation under the Indenture referred to herein), for value received, hereby promises to pay to:

CEDE & CO.

or registered assigns, the principal sum of

FOUR HUNDRED MILLION DOLLARS

on November 1, 2020 and to pay interest on such principal sum at the rate of 4.625% per annum.

The Company will pay interest from the later of September 17, 2010 or the most recent Interest Payment Date (as defined below) to which interest has been paid or duly provided for, semiannually on May 1 and on November 1 (each an "**Interest Payment Date**") beginning May 1, 2011, until the principal hereof is otherwise paid or duly provided for. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the

Indenture (as defined below), be paid to the holder (the "**Holder**") of this Note (or one or more predecessor Notes) of record at the close of business on the regular record date (the "**Regular Record Date**") for such Interest Payment Date, which, except in the case of interest payable at Maturity (as defined in the Indenture), shall be April 15 or October 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date and, in the case of interest payable at Maturity, shall be the date such that interest payable at Maturity is payable to the same Person to whom principal on this Note is payable. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date by virtue of his having been such Holder, and may be paid to the Holder of this Note (or one or more predecessor Notes) of record at the close of business on a special record date (the "**Special Record Date**") fixed by the Company for the payment of such defaulted interest, notice whereof shall be given to Holders not less than 15 days prior to such Special Record Date, all as more fully provided in the Indenture.

Payment of the principal of this Note and the interest thereon will be made at the office or agency of the Company in the Borough of Manhattan, City and State of New York, in such currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

This Note is one of a duly authorized issue of debt securities of the Company (herein called the "**Securities**"), issuable in one or more series, unlimited in aggregate principal amount except as may be otherwise provided in respect of the Securities of a particular series, issued and to be issued under and pursuant to an Indenture dated as of August 18, 1999, between the Company and The Bank of New York Mellon Trust Company, N.A. (as successor trustee to The Bank of New York), as trustee (the "**Trustee**"), as amended and supplemented by the Sixth Supplemental Indenture between the Company and the Trustee dated as of September 17, 2010 (the "**Indenture**") and is one of a series initially limited in aggregate principal amount to $400,000,000 and designated as 4.625% Senior Notes due 2020 (the "**Notes**"). Reference is hereby made to the Indenture for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders of Securities (including Holders of the Notes).

The Notes are subject to defeasance at the option of the Company as provided in the Indenture.

As long as this Note is represented in global form (the "**Global Security**") registered in the name of the Depositary or its nominee, except as provided in the

Indenture and subject to certain limitations therein set forth, no Global Security shall be exchangeable or transferrable.

If an Event of Default (as defined in the Indenture) with respect to the Notes shall occur and be continuing, the principal plus any accrued interest may be declared due and payable in the manner and with the effect and subject to the conditions provided in the Indenture.

The Indenture permits the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the Securities then outstanding of all series which are affected by such amendment or modification, except that certain amendments which do not adversely affect the rights of any Holder of the Securities may be made without the approval of Holders of the Securities. No amendment or modification may, among other things, change the Stated Maturity of any Security, reduce the principal amount thereof, reduce the rate or change the time of payment of any interest thereon, or reduce the aforesaid majority in aggregate principal amount of Securities of any series, the consent of the Holders of which is required for any such amendment or modification, without the consent of each Securityholder affected.

This series of Notes is redeemable, in whole at any time or in part from time to time, at the Company's option at a redemption price equal to the greater of: 100% of the principal amount of the Notes to be redeemed; and (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including any portion of such payments of interest accrued as of the date of redemption), discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below), plus 30 basis points, plus, in each case, accrued interest thereon to the date of redemption.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each holder of the notes to be redeemed. Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on this Note or portion thereof called for redemption. If less than all of the notes are to be redeemed, the notes to be redeemed shall be selected by lot by The Depository Trust Company, in the case of notes represented by a global security, or by the Trustee by a method the Trustee deems to be fair and appropriate, in the case of notes that are not represented by a global security.

"**Comparable Treasury Issue**" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the Notes to be redeemed that would be utilized, at the time of selection

and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Notes.

"**Comparable Treasury Price**" means, with respect to any redemption date, (i) the average of four Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (iii) if only one Reference Treasury Dealer Quotation is received, such quotation.

"**Quotation Agent**" means the Reference Treasury Dealer appointed by the Company.

"**Reference Treasury Dealer**" means (i) each of J.P. Morgan Securities LLC, Banc of America Securities LLC and Citigroup Global Markets Inc. (or their respective affiliates that are Primary Treasury Dealers) and their respective successors; provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in New York City (a "**Primary Treasury Dealer**"), the Company will substitute therefor another Primary Treasury Dealer, and (ii) any other Primary Treasury Dealer selected by the Company.

"**Reference Treasury Dealer Quotations**" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding such redemption date.

"**Treasury Rate**" means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

If a Change of Control Repurchase Event occurs, unless the Company has exercised its right to redeem this series of Notes, the Company will make an offer to each holder of Notes to repurchase all or any part (equal to $2,000 or in integral multiples of $1,000 in excess thereof) of that holder's Notes at a repurchase price in cash equal to 101% of the aggregate principal amount of Notes repurchased plus any accrued and unpaid interest on the Notes repurchased to the date of repurchase. Within 30 days following any Change of Control Repurchase Event or, at the Company's option, prior to any Change of Control, but after the public announcement of an impending Change of Control, the Company will mail a

notice to each holder, with a copy to the Trustee, describing the transaction or transactions that constitute or may constitute the Change of Control Repurchase Event and offering to repurchase Notes on the payment date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed. The notice shall, if mailed prior to the date of consummation of the Change of Control, state that the offer to repurchase is conditioned on the Change of Control Repurchase Event occurring on or prior to the payment date specified in the notice.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder, to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Repurchase Event provisions of the Notes, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Repurchase Event provisions of the Notes by virtue of such conflict.

On the Change of Control Repurchase Event purchase date, the Company will, to the extent lawful:

- accept for payment all Notes or portions of Notes (equal to $2,000 or in integral multiples of $1,000 in excess thereof) properly tendered pursuant to the Company's offer;
- deposit with the paying agent an amount equal to the aggregate repurchase price in respect of all Notes or portions of Notes properly tendered; and
- deliver or cause to be delivered to the Trustee the Notes properly accepted, together with an officers' certificate stating the aggregate principal amount of Notes being purchased by the Company.

The paying agent will promptly mail to each holder of Notes properly tendered the repurchase price for the Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each holder a new Note equal in principal amount to any unpurchased portion of any Notes surrendered; *provided*, that each new Note will be in a principal amount of $1,000 or an integral multiple of $1,000.

The Company will not be required to make an offer to repurchase the Notes upon a Change of Control Repurchase Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all Notes properly tendered and not withdrawn under its offer.

"**Below Investment Grade Rating Event**" means the Notes are rated below Investment Grade by each of the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of a Change of Control (which period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies).

"**Change of Control**" means the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its subsidiaries taken as a whole to any "person" (as that term is used in Section 13(d)(3) of the Exchange Act), other than the Company or one of its subsidiaries; (2) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding number of shares of the Company's Voting Stock; or (3) the first day on which a majority of the members of the Company's Board of Directors are not Continuing Directors.

"**Change of Control Repurchase Event**" means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

"**Continuing Directors**" means, as of any date of determination, any member of the Board of Directors of the Company who (1) was a member of such Board of Directors on the date of the issuance of the Notes; or (2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination or election (either by a specific vote or by approval of the Company's proxy statement in which such member was named as a nominee for election as a director).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Fitch**" means Fitch Ratings Ltd.

"**Investment Grade**" means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating categories of Moody's); a rating of BBB- or better by S&P (or its equivalent under any successor rating categories of S&P); and a rating of BBB- or better by Fitch (or its equivalent under any successor rating categories of Fitch); or the equivalent investment grade credit rating from any additional Rating Agency or Rating Agencies selected by the Company.

"**Moody's**" means Moody's Investors Service Inc.

"**Rating Agency**" means (1) each of Fitch, Moody's and S&P; and (2) if any of Fitch, Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act, selected by the Company as a replacement agency for Fitch, Moody's or S&P, as the case may be.

"**S&P**" means Standard & Poor's Ratings Services, a division of McGraw-Hill, Inc.

"**Voting Stock**" of any specified person means capital stock of any class or kind the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such person, even if the right so to vote has been suspended by the happening of such a contingency.

The Notes will be subject to a special mandatory redemption in the event the Sale Agreement is terminated or the Acquisition is not consummated on or prior to 11:59 p.m., New York City time, on March 31, 2011 (a "**Redemption Event**"). In that event, the Notes will be redeemed at a special mandatory redemption price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of the Special Redemption Date (as defined below) (the "**Special Mandatory Redemption Price**").

Upon the occurrence of a Redemption Event, the Company shall give written notice to the Trustee, not later than 2:00 p.m., New York City time, on the immediately following Business Day, that the Notes shall be redeemed as provided herein. Not later than the fifth Business Day following receipt of such notice, the Company, or the Trustee on behalf of the Company, will mail notice of the foregoing redemption to the registered Holders of the Notes, specifying the redemption date, which shall be the fifth Business Day following mailing of such notice (the "**Special Redemption Date**") and the Notes shall be redeemed without any action from the Holders of the Notes. The Special Mandatory Redemption Price shall be paid in accordance with the rules of the Depository for the Notes on the Special Mandatory Redemption Date; provided, however, that the Company shall deposit with the Trustee an amount sufficient to pay the Special Mandatory Redemption Price by 10:00 a.m., New York City time, on the Special Redemption Date.

"**Acquisition**" means the purchase of certain business entities and assets comprising Akzo Nobel N.V.'s specialty starches business commonly known as "National Starch."

"**Sale Agreement**" means the International Share and Business Sale Agreement dated June 19, 2010 between the Company and Akzo Nobel N.V.

Notwithstanding any provision in the Indenture or any provision of this Note, the Holder of this Note shall have the right, which is absolute and unconditional, to receive payment of the principal of (and premium, if any) and interest on this Note at the times, place and rate, and in the coin or currency herein prescribed.

This Note shall be governed by, and construed in accordance with, the laws of the state of New York, without regard to principles of conflicts of laws.

All terms used in this Note which are defined in the Indenture have the meanings assigned to them in the Indenture.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

CORN PRODUCTS INTERNATIONAL, INC.

By: /s/ Cheryl K. Beebe
Name: Cheryl K. Beebe
Title: Vice President and Chief Financial Officer

Attest:

By: /s/ Kimberly A. Hunter
Name: Kimberly A. Hunter
Title: Corporate Treasurer

This is one of the Securities of the series designated herein referred to in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Trustee

Dated:

By: /s/ M. Callahan
Name: Mary Callahan
Title: Vice President

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to

Insert assignee's soc. sec. or tax I.D. no.

(Print or type assignee's name, address and zip code)

and all rights thereunder and irrevocably appoint _____

agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Dated: _____

_____

_____

THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS IT APPEARS ON THE FIRST PAGE OF THE WITHIN NOTE.

THE SIGNATURE MUST BE GUARANTEED BY AN "ELIGIBLE GUARANTOR INSTITUTION" THAT IS A MEMBER OR PARTICIPANT IN A "SIGNATURE GUARANTEE PROGRAM" (E.G., THE SECURITIES TRANSFER AGENTS MEDALLION PROGRAM, THE STOCK EXCHANGE MEDALLION PROGRAM OR THE NEW YORK STOCK EXCHANGE, INC. MEDALLION PROGRAM).

Exhibit 4.6

THIS NOTE MAY BE TRANSFERRED IN WHOLE BUT NOT IN PART BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY SELECTED OR APPROVED BY THE COMPANY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. 2 **$150,000,000**

CORN PRODUCTS INTERNATIONAL, INC.

6.625% Senior Notes due 2037

CUSIP: 219023 AC2

Corn Products International, Inc., a Delaware corporation (herein called the "**Company**," which term includes any successor corporation under the Indenture referred to herein), for value received, hereby promises to pay to:

CEDE & CO.

or registered assigns, the principal sum of

ONE HUNDRED FIFTY MILLION DOLLARS

on April 15, 2037 and to pay interest on such principal sum at the rate of 6.625% per annum.

The Company will pay interest from the later of April 15, 2010 or the most recent Interest Payment Date (as defined below) to which interest has been paid or duly provided for, semiannually on April 15 and on October 15 (each an "**Interest Payment Date**") beginning October 15, 2010, until the principal hereof is otherwise paid or duly provided for. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the

Indenture (as defined below), be paid to the holder (the "**Holder**") of this Note (or one or more predecessor Notes) of record at the close of business on the regular record date (the "**Regular Record Date**") for such Interest Payment Date, which, except in the case of interest payable at Maturity (as defined in the Indenture), shall be April 1 or October 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date and, in the case of interest payable at Maturity, shall be the date such that interest payable at Maturity is payable to the same Person to whom principal on this Note is payable. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date by virtue of his having been such Holder, and may be paid to the Holder of this Note (or one or more predecessor Notes) of record at the close of business on a special record date (the "**Special Record Date**") fixed by the Company for the payment of such defaulted interest, notice whereof shall be given to Holders not less than 15 days prior to such Special Record Date, all as more fully provided in the Indenture.

Payment of the principal of this Note and the interest thereon will be made at the office or agency of the Company in the Borough of Manhattan, City and State of New York, in such currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

This Note is one of a duly authorized issue of debt securities of the Company (herein called the "**Securities**"), issuable in one or more series, unlimited in aggregate principal amount except as may be otherwise provided in respect of the Securities of a particular series, issued and to be issued under and pursuant to an Indenture dated as of August 18, 1999, between the Company and The Bank of New York Mellon Trust Company, N.A. (as successor trustee to The Bank of New York), as trustee (the "**Trustee**"), as amended and supplemented by the Fourth Supplemental Indenture between the Company and the Trustee dated as of April 10, 2007 and the Seventh Supplemental Indenture between the Company and the Trustee dated September 17, 2010 (the "**Indenture**") and is one of a series initially limited in aggregate principal amount to $250,000,000 and designated as 6.625% Senior Notes due 2037 (the "**Notes**"). Reference is hereby made to the Indenture for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders of Securities (including Holders of the Notes).

The Notes are subject to defeasance at the option of the Company as provided in the Indenture.

As long as this Note is represented in global form (the "**Global Security**") registered in the name of the Depositary or its nominee, except as provided in the

Indenture and subject to certain limitations therein set forth, no Global Security shall be exchangeable or transferrable.

If an Event of Default (as defined in the Indenture) with respect to the Notes shall occur and be continuing, the principal plus any accrued interest may be declared due and payable in the manner and with the effect and subject to the conditions provided in the Indenture.

The Indenture permits the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the Securities then outstanding of all series which are affected by such amendment or modification, except that certain amendments which do not adversely affect the rights of any Holder of the Securities may be made without the approval of Holders of the Securities. No amendment or modification may, among other things, change the Stated Maturity of any Security, reduce the principal amount thereof, reduce the rate or change the time of payment of any interest thereon, or reduce the aforesaid majority in aggregate principal amount of Securities of any series, the consent of the Holders of which is required for any such amendment or modification, without the consent of each Securityholder affected.

This series of Notes is redeemable, in whole at any time or in part from time to time, at the Company's option at a redemption price equal to the greater of: 100% of the principal amount of the Notes to be redeemed; and (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including any portion of such payments of interest accrued as of the date of redemption), discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below), plus 30 basis points, plus, in each case, accrued interest thereon to the date of redemption.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each holder of the notes to be redeemed. Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on this Note or portion thereof called for redemption. If less than all of the notes are to be redeemed, the notes to be redeemed shall be selected by lot by The Depository Trust Company, in the case of notes represented by a global security, or by the Trustee by a method the Trustee deems to be fair and appropriate, in the case of notes that are not represented by a global security.

"**Comparable Treasury Issue**" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the Notes to be redeemed that would be utilized, at the time of selection

and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Notes.

"**Comparable Treasury Price**" means, with respect to any redemption date, (i) the average of four Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (iii) if only one Reference Treasury Dealer Quotation is received, such quotation.

"**Quotation Agent**" means the Reference Treasury Dealer appointed by the Company.

"**Reference Treasury Dealer**" means (i) each of Citigroup Global Markets Inc. and Morgan Stanley & Co. Incorporated (or their respective affiliates that are Primary Treasury Dealers) and their respective successors; provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in New York City (a "**Primary Treasury Dealer**"), the Company will substitute therefor another Primary Treasury Dealer, and (ii) any other Primary Treasury Dealer selected by the Company.

"**Reference Treasury Dealer Quotations**" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding such redemption date.

"**Treasury Rate**" means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

If a Change of Control Repurchase Event occurs, unless the Company has exercised its right to redeem this series of Notes, the Company will make an offer to each holder of Notes to repurchase all or any part (in integral multiples of $1,000) of that holder's Notes at a repurchase price in cash equal to 101% of the aggregate principal amount of Notes repurchased plus any accrued and unpaid interest on the Notes repurchased to the date of repurchase. Within 30 days following any Change of Control Repurchase Event or, at the Company's option, prior to any Change of Control, but after the public announcement of an impending Change of Control, the Company will mail a notice to each holder, with a copy to the Trustee, describing the transaction or transactions that

constitute or may constitute the Change of Control Repurchase Event and offering to repurchase Notes on the payment date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed. The notice shall, if mailed prior to the date of consummation of the Change of Control, state that the offer to repurchase is conditioned on the Change of Control Repurchase Event occurring on or prior to the payment date specified in the notice.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder, to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Repurchase Event provisions of the Notes, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Repurchase Event provisions of the Notes by virtue of such conflict.

On the Change of Control Repurchase Event purchase date, the Company will, to the extent lawful:

- accept for payment all Notes or portions of Notes (in integral multiples of $1,000) properly tendered pursuant to the Company's offer;
- deposit with the paying agent an amount equal to the aggregate repurchase price in respect of all Notes or portions of Notes properly tendered; and
- deliver or cause to be delivered to the Trustee the Notes properly accepted, together with an officers' certificate stating the aggregate principal amount of Notes being purchased by the Company.

The paying agent will promptly mail to each holder of Notes properly tendered the repurchase price for the Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each holder a new Note equal in principal amount to any unpurchased portion of any Notes surrendered; *provided*, that each new Note will be in a principal amount of $1,000 or an integral multiple of $1,000.

The Company will not be required to make an offer to repurchase the Notes upon a Change of Control Repurchase Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all Notes properly tendered and not withdrawn under its offer.

"**Below Investment Grade Rating Event**" means the Notes are rated below Investment Grade by each of the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of a Change of Control (which period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies); *provided* that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Repurchase Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

"**Change of Control**" means the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its subsidiaries taken as a whole to any "person" (as that term is used in Section 13(d)(3) of the Exchange Act), other than the Company or one of its subsidiaries; (2) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding number of shares of the Company's Voting Stock; or (3) the first day on which a majority of the members of the Company's Board of Directors are not Continuing Directors.

"**Change of Control Repurchase Event**" means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

"**Continuing Directors**" means, as of any date of determination, any member of the Board of Directors of the Company who (1) was a member of such Board of Directors on the date of the issuance of the Notes; or (2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination or election (either by a specific vote or by approval of the Company's proxy statement in which such member was named as a nominee for election as a director).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Fitch**" means Fitch Ratings Ltd.

"**Investment Grade**" means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating categories of Moody's); a rating of BBB- or better by S&P (or its equivalent under any successor rating categories of S&P); and a rating of BBB- or better by Fitch (or its equivalent under any successor rating categories of Fitch); or the equivalent investment grade credit rating from any additional Rating Agency or Rating Agencies selected by the Company.

"**Moody's**" means Moody's Investors Service Inc.

"**Rating Agency**" means (1) each of Fitch, Moody's and S&P; and (2) if any of Fitch, Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act, selected by the Company as a replacement agency for Fitch, Moody's or S&P, as the case may be.

"**S&P**" means Standard & Poor's Ratings Services, a division of McGraw-Hill, Inc.

"**Voting Stock**" means the Company's capital stock of any class or kind the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person, even if the right so to vote has been suspended by the happening of such a contingency.

Notwithstanding any provision in the Indenture or any provision of this Note, the Holder of this Note shall have the right, which is absolute and unconditional, to receive payment of the principal of (and premium, if any) and interest on this Note at the times, place and rate, and in the coin or currency herein prescribed.

This Note shall be governed by, and construed in accordance with, the laws of the state of New York, without regard to principles of conflicts of laws.

All terms used in this Note which are defined in the Indenture have the meanings assigned to them in the Indenture.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

CORN PRODUCTS INTERNATIONAL, INC.

By: /s/ Cheryl K. Beebe
Name: Cheryl K. Beebe
Title: Vice President and Chief Financial Officer

Attest:

By: /s/ Kimberly A. Hunter
Name: Kimberly A. Hunter
Title: Corporate Treasurer

This is one of the Securities of the series designated herein referred to in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Trustee

Dated:

By: /s/ M. Callahan
Name: Mary Callahan
Title: Vice President

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to

Insert assignee's soc. sec. or tax I.D. no.

(Print or type assignee's name, address and zip code)

and all rights thereunder and irrevocably appoint _____

agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Dated: _____

THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS IT APPEARS ON THE FIRST PAGE OF THE WITHIN NOTE.

THE SIGNATURE MUST BE GUARANTEED BY AN "ELIGIBLE GUARANTOR INSTITUTION" THAT IS A MEMBER OR PARTICIPANT IN A "SIGNATURE GUARANTEE PROGRAM" (E.G., THE SECURITIES TRANSFER AGENTS MEDALLION PROGRAM, THE STOCK EXCHANGE MEDALLION PROGRAM OR THE NEW YORK STOCK EXCHANGE, INC. MEDALLION PROGRAM).