
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): May 14, 2007

CORN PRODUCTS INTERNATIONAL, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

1-13397
(Commission
File Number)

22-3514823
(IRS Employer
Identification No.)

5 Westbrook Corporate Center, Westchester, Illinois
(Address of Principal Executive Offices)

60154-5749
(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:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

Corn Products International, Inc. (the “Company”) is a party to a Revolving Credit Agreement (the “Credit Agreement”) made and entered into as of April 26, 2006, by and among the Company, Canada Starch Operating Company Inc., a company constituted under the federal laws of Canada (the “Canadian Borrower”), the several banks and other financial institutions and lenders from time to time party thereto (the “Lenders”), Bank of Montreal, as Canadian Funding Agent, (the “Canadian Funding Agent”), as Canadian issuing bank (the “Canadian Issuing Bank”) and as Canadian swing line lender (the “Canadian Swing Line Lender”), and SunTrust Bank, in its capacity as administrative agent for the Lenders (the “Administrative Agent”), as US issuing bank (the “U.S. Issuing Bank”) and as US swing line lender (the “U.S. Swing Line Lender”). On May 14, 2007 the Company, the Canadian Borrower, the Lenders, the Canadian Funding Agent, the Canadian Issuing Bank, the Canadian Swing Line Lender, the Administrative Agent, the U.S. Issuing Bank and the U.S. Swing Line Lender entered into an Extension Letter amending the Credit Agreement to extend the maturity of the Revolving Credit Agreement from April 26, 2011 until April 26, 2012

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits

4.4 Extension Letter dated May 14, 2007

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: May 17, 2007

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

EXHIBIT INDEX

4.4 Extension Letter dated May 14, 2007

May 14, 2007

Corn Products International, Inc.
5 Westbrook Corporate Center
Westchester, IL 60154
Attention: Treasurer

Re: Extension Letter

Ladies and Gentlemen:

We refer to that certain Revolving Credit Agreement (the "Credit Agreement") as made and entered into as of April 26, 2006, by and among Corn Products International, Inc., a Delaware corporation (the "U.S. Borrower"), Canada Starch Operating Company Inc., a company constituted under the federal laws of Canada (the "Canadian Borrower"; together with the U.S. Borrower, each individually a "Borrower" and collectively the "Borrowers"), the several banks and other financial institutions and lenders from time to time party thereto (the "Lenders"), Bank of Montreal, as Canadian Funding Agent, (the "Canadian Funding Agent"), as Canadian issuing bank (the "Canadian Issuing Bank") and as Canadian swing line lender (the "Canadian Swing Line Lender"), and SunTrust Bank, in its capacity as administrative agent for the Lenders (the "Administrative Agent"), as US issuing bank (the "U.S. Issuing Bank") and as US swing line lender (the "U.S. Swing Line Lender"). Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Credit Agreement.

You have requested that the Lenders extend the Revolving Commitment Termination Date from April 26, 2011 until April 26, 2012 and the Lenders hereby agree to such extension and as a result thereof, the Borrowers, the Agents and the Lenders agree that the definition of Revolving Commitment Termination Date set forth in the Credit Agreement is hereby amended as follows:

"Revolving Commitment Termination Date" shall mean the earlier of (i) April 26, 2012, and (ii) the date on which all amounts outstanding under this Agreement have been declared to be, or have automatically become, due and payable pursuant to Article IX.

Each Borrower hereby represents and warrants that no Default or Event of Default has occurred and is continuing and that all of the representations and warranties made by it in the Loan Documents are true and correct in all material respects, both immediately before and after giving effect to this letter agreement.

The amendment set forth above is limited solely to the specific matters listed above and shall not be deemed to be a waiver of any Default or Event of Default or an amendment of any other provision of the Credit Agreement. This letter shall be governed by, and construed in accordance with the internal laws (and not the laws of conflicts) of the State of New York and all applicable laws of the United States of America. All terms of the Credit Agreement and the

other Loan Documents, as modified hereby, remain in full force and effect and constitute the legal, valid, binding obligations of the Borrowers enforceable against each Borrower in accordance with such terms, except as enforceability may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally. This letter may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. Delivery of an executed counterpart of this letter agreement by facsimile transmission or by electronic mail in pdf form shall be as effective as delivery of a manually executed counterpart hereof.

[signature pages follow]

Very truly yours,

SUNTRUST BANK, as Lender, Administrative Agent, U.S.
Issuing Bank and U.S. Swing Line Lender

By: /s/ Hugh Brown
Name: Hugh Brown
Title: Director

Signature Page to Corn Products Extension Letter

BANK OF MONTREAL, as Lender, Canadian Funding Agent,
Canadian Issuing Bank and Canadian Swing Line Lender

By: /s/ Ben Ciallella

Name: Ben Ciallella

Title: Vice President

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HARRIS N.A., as Lender and Syndication Agent

By: /s/ Robert H. Wolohan

Name: Robert H. Wolohan

Title: Vice President

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ING CAPITAL LLC, as Lender and Co-Documentation Agent

By: /s/ Lina A. Garcia
Name: Lina A. Garcia
Title: Vice President

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COÖPERATIEVE CENTRALE RAIFFEISEN
BOERENLEENBANK B.A., "RABOBANK NEDERLAND",
NEW YORK BRANCH, as Lender and Co-Documentation
Agent

By: /s/ Brad Peterson

Name: Brad Peterson
Title: Executive Director

By: /s/ Andrew Sherman

Name: Andrew Sherman
Title: Executive Director

COÖPERATIEVE CENTRALE RAIFFEISEN
BOERENLEENBANK B.A., "RABOBANK NEDERLAND",
CANADIAN BRANCH, as Lender

By: /s/ Khurram Rahman-Khan

Name: Khurram Rahman-Khan
Title: Executive Director

By: /s/ Juan Cumming

Name: Juan Cumming
Title: Executive Director

AGFIRST FARM CREDIT BANK, as Lender and
Co-Documentation Agent

By: /s/ J. Michael Mancini, Jr. _____

Name: J. Michael Mancini, Jr.

Title: Vice President

BANK OF AMERICA, N.A. as Lender

By: /s/ Thomas R. Durham

Name: Thomas R. Durham

Title: Senior Vice President

BANK OF CHINA, NEW YORK BRANCH, as Lender

By: /s/ William W. Smith

Name: William W. Smith

Title: Deputy General Manager

BANK OF CHINA, LOS ANGELES BRANCH, as Lender

By: /s/ Xiao Wang

Name: Xiao Wang

Title: Branch Manager & First VP

THE GOVERNOR AND COMPANY OF THE BANK OF
IRELAND, as Lender

By: /s/ Adrian Behan

Name: Adrian Behan

Title: Deputy Manager

By: /s/ Mary Geffrey

Name: Mary Geffrey

Title: Director

COBANK, ACB, as Lender

By: /s/ Michael Tousignant

Name: Michael Tousignant

Title: VP

FARM CREDIT BANK OF TEXAS, as Lender

By: /s/ Eric J. Paul

Name: Eric J. Paul

Title: Managing Director

LASALLE BANK N.A., as Lender

By: /s/ Lora Backofen

Name: Lora Backofen

Title: SVP & Division Head

MIZUHO CORPORATE BANK, LTD., as Lender

By: /s/ Robert Gallagher

Name: Robert Gallagher

Title: Senior Vice President

NATIONAL CITY BANK, as Lender

By: /s/ Michael Leong

Name: Michael Leong

Title: Vice President

U.S. BANK NATIONAL ASSOCIATION, as Lender

By: /s/ James N. DeVries

Name: James N. DeVries

Title: Senior Vice President

THE BANK OF NEW YORK, as Lender

By: /s/ Edward J. Daugherty

Name: Edward J. Daugherty

Title: Managing Director

COMERICA BANK, as Lender

By: /s/ Arden J. Anderson

Name: A.J. Anderson

Title: First Vice President

COMERICA BANK, CANADA BRANCH, as Lender

By: /s/ Omer Ahmed

Name: Omer Ahmed

Title: Portfolio Manager

FARM CREDIT SERVICES OF AMERICA, PCA, as Lender

By: /s/ Bruce P. Rouse

Name: Bruce P. Rouse

Title: Vice-President

FIFTH THIRD BANK (CHICAGO), A MICHIGAN BANKING CORPORATION, as Lender

By: /s/ Joseph A. Wemhoff

Name: Joseph A. Wemhoff

Title: Vice President

GREENSTONE FARM CREDIT SERVICES, ACA/FLCA, as
Lender

By: /s/ Ben Mahlich

Name: Ben Mahlich

Title: Assistant Vice President/Lending Officer

THE NORTHERN TRUST COMPANY, as Lender

By: /s/ Keith Burson

Name: Keith Burson

Title: Vice President

WELLS FARGO BANK, N.A., as Lender

By: /s/ Daniel Van Aken

Name: Daniel Van Aken

Title: Vice President

1ST FARM CREDIT SERVICES, PCA, as Lender

By: /s/ Dale A. Richardson

Name: Dale A. Richardson

Title: Vice President, Illinois Capital Markets Group

THE BANK OF NOVA SCOTIA, as Lender

By: /s/ M.D. Smith

Name: M.D. Smith

Title: Agent Operations

THE BANK OF NOVA SCOTIA, as Lender

By: /s/ Dana C. Mahoney

Name: Dana C. Mahone

Title: Director

Acknowledged and agreed to as of the
date herein above written:

BORROWERS:

CORN PRODUCTS INTERNATIONAL, INC.,
as U.S. Borrower

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: Treasurer

CANADA STARCH OPERATING COMPANY INC.,
as Canadian Borrower

By: /s/ Cheryl K. Beebe

Name: Cheryl K. Beebe

Title: Vice President and Chief Financial Officer of Corn
Products International, Inc., Authorized Signatory
of Canada Starch Operating Company, Inc.

By: /s/ Kimberly A. Hunter

Name: Kimberly A. Hunter

Title: Treasurer of Corn Products International, Inc.,
Authorized Signatory of Canada Starch Operating
Company Inc.