

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**Form 10-Q**

(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE QUARTERLY PERIOD ENDED MARCH 31, 2018

or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

COMMISSION FILE NUMBER 1-13397

**Ingredion Incorporated**

(Exact name of Registrant as specified in its charter)

DELAWARE

(State or other jurisdiction of incorporation or organization)

22-3514823

(I.R.S. Employer Identification Number)

5 WESTBROOK CORPORATE CENTER  
WESTCHESTER, ILLINOIS

(Address of principal executive offices)

60154

(Zip Code)

(708) 551-2600

(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

CLASS

OUTSTANDING AT APRIL 30, 2018

Common Stock, \$.01 par value

72,242,279 shares

## ITEM 1

## FINANCIAL STATEMENTS

**Ingredion Incorporated (“Ingredion”)**  
**Condensed Consolidated Statements of Income**  
**(Unaudited)**

(in millions, except per share amounts)	Three Months Ended	
	March 31,	
	2018	2017
Net sales before shipping and handling costs	\$ 1,581	\$ 1,552
Less: shipping and handling costs	112	99
Net sales	1,469	1,453
Cost of sales	1,115	1,102
Gross profit	354	351
Operating expenses	156	150
Other income, net	(2)	(2)
Restructuring/impairment charges	3	10
Operating income	197	193
Financing costs, net	16	21
Other, non-operating income	(1)	(2)
Income before income taxes	182	174
Provision for income taxes	39	47
Net income	143	127
Less: Net income attributable to non-controlling interests	3	3
Net income attributable to Ingredion	\$ 140	\$ 124
Weighted average common shares outstanding:		
Basic	72.3	72.2
Diluted	73.6	73.7
Earnings per common share of Ingredion:		
Basic	\$ 1.94	\$ 1.72
Diluted	1.90	1.68

See Notes to Condensed Consolidated Financial Statements

## ITEM 1

## FINANCIAL STATEMENTS

**Ingredion Incorporated (“Ingredion”)**  
**Condensed Consolidated Statements of Comprehensive Income**  
**(Unaudited)**

(in millions)	Three Months Ended	
	March 31,	
	2018	2017
Net income	\$ 143	\$ 127
Other comprehensive income:		
Gains on cash flow hedges, net of income tax effect of \$5 and \$3, respectively	17	5
Losses on cash flow hedges reclassified to earnings, net of income tax effect of \$1 and \$1, respectively	3	3
Actuarial losses on pension and other postretirement obligations, settlements and plan amendments, net of income tax effect of \$ —	(1)	—
Unrealized gains on investments, net of income tax effect of \$ —	1	—
Currency translation adjustment	21	40
Comprehensive income	184	175
Less: Comprehensive income attributable to non-controlling interests	1	3
Comprehensive income attributable to Ingredion	\$ 183	\$ 172

See Notes to Condensed Consolidated Financial Statements

## ITEM 1

## FINANCIAL STATEMENTS

**Ingredion Incorporated (“Ingredion”)  
Condensed Consolidated Balance Sheets**

(in millions, except share and per share amounts)	March 31, 2018 (Unaudited)	December 31, 2017
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 401	\$ 595
Short-term investments	6	9
Accounts receivable, net	1,012	961
Inventories	844	823
Prepaid expenses	29	27
Total current assets	<u>2,292</u>	<u>2,415</u>
Property, plant and equipment, net of accumulated depreciation of \$3,030 and \$2,991, respectively	2,236	2,217
Goodwill	807	803
Other intangible assets, net of accumulated amortization of \$147 and \$139, respectively	488	493
Deferred income tax assets	9	9
Other assets	143	143
<b>Total assets</b>	<b><u>\$ 5,975</u></b>	<b><u>\$ 6,080</u></b>
<b>Liabilities and equity</b>		
Current liabilities:		
Short-term borrowings	\$ 140	\$ 120
Accounts payable and accrued liabilities	769	837
Total current liabilities	<u>909</u>	<u>957</u>
Non-current liabilities	253	227
Long-term debt	1,512	1,744
Deferred income tax liabilities	210	199
Share-based payments subject to redemption	27	36
Ingredion stockholders' equity:		
Preferred stock — authorized 25,000,000 shares — \$0.01 par value, none issued	—	—
Common stock — authorized 200,000,000 shares — \$0.01 par value, 77,810,875 issued at March 31, 2018 and December 31, 2017, respectively	1	1
Additional paid-in capital	1,132	1,138
Less: Treasury stock (common stock: 5,570,474 and 5,815,904 shares at March 31, 2018 and December 31, 2017, respectively) at cost	(476)	(494)
Accumulated other comprehensive loss	(972)	(1,013)
Retained earnings	3,355	3,259
Total Ingredion stockholders' equity	<u>3,040</u>	<u>2,891</u>
Non-controlling interests	24	26
Total equity	<u>3,064</u>	<u>2,917</u>
<b>Total liabilities and equity</b>	<b><u>\$ 5,975</u></b>	<b><u>\$ 6,080</u></b>

See Notes to Condensed Consolidated Financial Statements

## ITEM 1

## FINANCIAL STATEMENTS

**Ingredion Incorporated (“Ingredion”)**  
**Condensed Consolidated Statements of Equity and Redeemable Equity**  
**(Unaudited)**

(in millions)	Total Equity						Share-based
	Common Stock	Additional Paid-In Capital	Treasury Stock	Accumulated Other Comprehensive Loss	Retained Earnings	Non- Controlling Interests	Payments Subject to Redemption
<b>Balance, December 31, 2017</b>	\$ 1	\$ 1,138	\$ (494)	\$ (1,013)	\$ 3,259	\$ 26	\$ 36
Net income attributable to Ingredion					140		
Net income attributable to non-controlling interests						3	
Dividends declared					(44)	(3)	
Share-based compensation, net of issuance		(6)	18				(9)
Other comprehensive income (loss)				41		(2)	
<b>Balance, March 31, 2018</b>	<b>\$ 1</b>	<b>\$ 1,132</b>	<b>\$ (476)</b>	<b>\$ (972)</b>	<b>\$ 3,355</b>	<b>\$ 24</b>	<b>\$ 27</b>

(in millions)	Total Equity						Share-based
	Common Stock	Additional Paid-In Capital	Treasury Stock	Accumulated Other Comprehensive Loss	Retained Earnings	Non- Controlling Interests	Payments Subject to Redemption
<b>Balance, December 31, 2016</b>	\$ 1	\$ 1,149	\$ (413)	\$ (1,071)	\$ 2,899	\$ 30	\$ 30
Net income attributable to Ingredion					124		
Net income attributable to non-controlling interests						3	
Dividends declared					(36)	(8)	
Repurchase of common stock			(123)				
Share-based compensation, net of issuance		(10)	16				(6)
Other comprehensive income				48			
<b>Balance, March 31, 2017</b>	<b>\$ 1</b>	<b>\$ 1,139</b>	<b>\$ (520)</b>	<b>\$ (1,023)</b>	<b>\$ 2,987</b>	<b>\$ 25</b>	<b>\$ 24</b>

See Notes to Condensed Consolidated Financial Statements

## ITEM 1

## FINANCIAL STATEMENTS

**Ingredion Incorporated (“Ingredion”)**  
**Condensed Consolidated Statements of Cash Flows**  
**(Unaudited)**

(in millions)	Three Months Ended March 31,	
	2018	2017
<b>Cash provided by operating activities</b>		
Net income	\$ 143	\$ 127
Non-cash charges to net income:		
Depreciation and amortization	54	51
Mechanical stores expense	15	15
Deferred income taxes	8	(4)
Charge for fair value markup of acquired inventory	—	5
Other	8	12
Changes in working capital:		
Accounts receivable and prepaid expenses	(56)	12
Inventories	(21)	(40)
Accounts payable and accrued liabilities	(57)	(48)
Margin accounts	16	6
Other	40	(5)
Cash provided by operating activities	150	131
<b>Cash used for investing activities</b>		
Capital expenditures and mechanical stores purchases, net of proceeds on disposals	(95)	(72)
Payments for acquisitions	—	(13)
Short-term investments	3	(8)
Other	6	—
Cash used for investing activities	(86)	(93)
<b>Cash used for financing activities</b>		
Proceeds from borrowings	46	108
Payments on debt	(258)	(55)
Repurchases of common stock	—	(123)
Issuances of common stock for share-based compensation, net of settlements	(3)	(7)
Dividends paid, including to non-controlling interests	(46)	(44)
Cash used for financing activities	(261)	(121)
Effects of foreign exchange rate changes on cash	3	6
Decrease in cash and cash equivalents	(194)	(77)
Cash and cash equivalents, beginning of period	595	512
Cash and cash equivalents, end of period	\$ 401	\$ 435

See Notes to Condensed Consolidated Financial Statements

**INGREDION INCORPORATED (“Ingredion”)**  
**Notes to Condensed Consolidated Financial Statements**

**1. Interim Financial Statements**

References to the “Company” are to Ingredion Incorporated (“Ingredion”) and its consolidated subsidiaries. These statements should be read in conjunction with the consolidated financial statements and the related notes to those statements contained in the Company’s Annual Report on Form 10-K for the year ended December 31, 2017.

The unaudited Condensed Consolidated Financial Statements included herein were prepared by management on the same basis as the Company’s audited Consolidated Financial Statements for the year ended December 31, 2017 and reflect all adjustments (consisting solely of normal recurring items unless otherwise noted) which are, in the opinion of management, necessary for the fair presentation of results of operations and cash flows for the interim periods ended March 31, 2018 and 2017, and the financial position of the Company as of March 31, 2018. The results for the interim periods are not necessarily indicative of the results expected for the full years.

**2. Recently Adopted and New Accounting Standards**

***Recently Adopted Accounting Standards***

*ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606):*

In May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)* that introduced a five-step revenue recognition model in which an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The ASU requires disclosures sufficient to enable users to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers, including qualitative and quantitative disclosures about contracts with customers, significant judgments and changes in judgments, and assets recognized from the costs to obtain or fulfill a contract. The FASB also issued additional ASUs to provide further updates and clarification to this Update, including ASU 2015-14, ASU 2016-08, ASU 2016-10, ASU 2016-12 and ASU 2016-20. This standard is effective for fiscal years beginning after December 15, 2017, including interim periods within that reporting period.

As of January 1, 2018, the Company adopted Accounting Standards Codification (“ASC”) 606, *Revenue from Contracts with Customers*, and all the related amendments (“new revenue standard”). The Company performed detailed procedures to review its revenue contracts held with its customers and did not identify any changes to the nature, amount, timing or uncertainty of revenue and cash flows arising from the contracts with customers as a result of the new revenue standard.

The new revenue standard requires the Company to recognize revenue under the core principle to depict the transfer of products to customers in an amount reflecting the consideration the Company expects to receive. In order to achieve that core principle, the Company applies the following five-step approach: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when a performance obligation is satisfied.

The Company identified customer purchase orders, which in some cases are governed by a master sales agreement, as the contracts with its customers. For each contract, the Company considers the transfer of products, each of which is distinct, to be the identified performance obligation. In determining the transaction price for the performance obligation, the Company evaluates whether the price is subject to adjustment to determine the consideration to which the Company expects to be entitled. The pricing model can be fixed or variable within the contract. The variable pricing model is based on historical commodity pricing and is determinable prior to completion of the performance obligation. Additionally, the Company has certain sales adjustments for volume incentive discounts and other discount arrangements that reduce the transaction price. The reduction of transaction price is estimated using the expected value method based on an analysis of historical volume incentives or discounts, over a period of time considered adequate to account for current pricing and business trends. Historically, actual volume incentives and discounts relative to those estimated and included when determining the transaction price have not materially differed. The product price as specified in the contract, net of

any discounts, is considered the standalone selling price as it is an observable input which depicts the price as if sold to a similar customer in similar circumstances. Payment is received shortly after the performance obligation is satisfied, therefore, the Company has elected the practical expedient under ASC 606-10-32-18 to not assess whether a contract has a significant financing component.

Revenue is recognized when the Company's performance obligation is satisfied and control is transferred to the customer, which occurs at a point in time, either upon delivery to an agreed upon location or to the customer. Further, in determining whether control has transferred, the Company considers if there is a present right to payment and legal title, along with risks and rewards of ownership having transferred to the customer.

Historically, the Company included warehousing costs as a reduction of net sales before shipping and handling costs. In connection with the adoption of the new revenue standard, the Company determined these warehousing costs which were previously included as a reduction in net sales before shipping and handling costs are more appropriately classified as fulfillment activities. Therefore, upon adoption of the new revenue standard, the Company elected to include these costs within shipping and handling costs. The Company has elected to continue to classify shipping and handling costs as a reduction of net sales after implementing the new revenue standard consistent with its historical presentation. The Company has elected to make this adjustment on a retrospective basis, resulting in the change to the Condensed Consolidated Statements of Income shown below. The Company notes that the reclassification does not change reported net sales.

<u>(in millions)</u>	<b>Three Months Ended March 31, 2017</b>	
	<b>As Reported</b>	<b>As Adjusted</b>
<b>Condensed Consolidated Statements of Income:</b>		
Net sales before shipping and handling costs	\$ 1,537	\$ 1,552
Less: shipping and handling costs	84	99
<b>Net sales</b>	<b>\$ 1,453</b>	<b>\$ 1,453</b>

The Company initially intended to use the modified retrospective method to adopt the new standard, however, with the implementation of the reclassification of warehousing costs to shipping and handling costs, the Company has elected to use the full retrospective method, which requires the restatement of all previously presented financial results. The adoption of the new standard did not result in any retrospective changes to the Company's Condensed Consolidated Statements of Comprehensive Income, Condensed Consolidated Balance Sheets, Condensed Consolidated Statements of Equity and Redeemable Equity, or the Condensed Consolidated Statements of Cash Flows. For detailed information about the Company's revenue recognition refer to Note 4 of the Notes to the Condensed Consolidated Financial Statements.

*ASU No. 2017-07, Compensation-Retirement Benefits (Topic 715):*

In March 2017, the FASB issued ASU No. 2017-07, *Compensation – Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost*. This Update requires an entity to change the classification of the net periodic benefit cost for pension and postretirement plans within the statement of income by eliminating the ability to net all of the components of the costs together within operating income. The Update requires the service cost component to continue to be presented within operating income, classified within either cost of sales or operating expenses depending on the employees covered within the plan. The remaining components of the net periodic benefit cost, however, must be presented in the statement of income as a non-operating income (loss) below operating income. The Update is effective for annual periods beginning after December 15, 2017, with early adoption permitted only within the first interim period for public entities.

As of January 1, 2018, the Company adopted the amendments to ASC 715. The Company retrospectively adopted the presentation of service cost separate from the other components of net periodic costs for all periods presented. The interest cost, expected return on assets, amortization of prior service costs, net remeasurement, and other costs have been reclassified from cost of sales and operating expenses to other, non-operating income. The Company elected to apply the practical expedient which allows it to reclassify amounts disclosed previously in the retirement benefits note as the basis for applying retrospective presentation for comparative periods as it is impracticable to determine the disaggregation of the cost components for amounts capitalized and amortized in those periods. On a prospective basis, the other components of net periodic benefit costs will not be included in amounts capitalized in inventory.



The adoption of the new standard did not result in any retrospective changes to the Company's Condensed Consolidated Statements of Comprehensive Income, Condensed Consolidated Balance Sheets, Condensed Consolidated Statements of Equity and Redeemable Equity, or the Condensed Consolidated Statements of Cash Flows. The adoption of the new standard impacted the presentation of the Company's previously reported results in the Condensed Consolidated Statements of Income and Note 6 of the Condensed Consolidated Financial Statements as follows:

(in millions)	Three Months Ended March 31, 2017	
	As Reported	As Adjusted
Condensed Consolidated Statements of Income:		
Cost of sales	\$ 1,101	\$ 1,102
Gross profit	352	351
Operating expenses	149	150
Operating income	195	193
Other, non-operating income	—	(2)

(in millions)	Three Months Ended March 31, 2017	
	As Reported	As Adjusted
Operating income:		
North America	\$ 160	\$ 158
South America	14	15
Asia Pacific	30	30
EMEA	28	28
Corporate	(20)	(21)
Subtotal	212	210
Total operating income	\$ 195	\$ 193

### ***New Accounting Standards***

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which supersedes *Topic 840, Leases*. This Update increases the transparency and comparability of organizations by recognizing lease assets and lease liabilities on the balance sheet for leases longer than 12 months and disclosing key information about leasing arrangements. The recognition, measurement and presentation of expenses and cash flows arising from a lease by a lessee have not significantly changed. This Update is effective for annual periods beginning after December 15, 2018, with early adoption permitted. The Company currently plans to adopt the standard as of the effective date. Adoption will require a modified retrospective approach for the transition. The Company expects the adoption of the guidance in this Update to have a material impact on its Consolidated Balance Sheets as operating leases will be recognized both as assets and liabilities on the Consolidated Balance Sheets. The Company is in process of quantifying the magnitude of these changes and assessing an implementation approach for accounting for these changes.

In January 2017, the FASB issued ASU No. 2017-04, *Intangibles – Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment*. This Update simplifies the subsequent measurement of goodwill as the Update eliminates Step 2 from the goodwill impairment test. Instead, under the Update, an entity should perform its annual, or interim, goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount. An entity should then recognize an impairment charge for the amount by which the carrying amount exceeds the reporting unit's fair value, with the loss recognized not to exceed the total amount of goodwill allocated to that reporting unit. This Update is effective for annual periods beginning after December 15, 2019, with early adoption permitted.

In August 2017, the FASB issued ASU No. 2017-12, *Derivatives and Hedging (Topic 815): Targeted Improvements to Accounting for Hedging Activities*. This Update modifies accounting guidance for hedge accounting by making more hedge strategies eligible for hedge accounting, amending presentation and disclosure requirements, and changing how companies assess ineffectiveness. The intent is to simplify the application of hedge accounting and increase transparency of information about an entity's risk management activities. The amended guidance is effective for annual periods beginning after December 15, 2018, with early adoption permitted. The Company is in the process of assessing the effects of these updates including potential changes to existing hedging arrangements, as well as the implementation approach for accounting for these changes. The Company does not intend to early adopt this standard.

### 3. Acquisitions

On March 9, 2017, the Company completed its acquisition of Sun Flour Industry Co., Ltd. (“Sun Flour”) in Thailand for \$18 million. As of March 31, 2018, the Company has paid \$16 million in cash and recorded \$2 million in accrued liabilities for deferred payments due to the previous owner. The Company funded the acquisition primarily with cash on-hand. The acquisition of Sun Flour added a fourth manufacturing facility to the Company’s operations in Thailand. Sun Flour produces rice-based ingredients used primarily in the food industry. The results of the acquired operation are included in the Company’s consolidated results from the acquisition date forward within the Asia Pacific business segment, and \$14 million of goodwill was allocated to that segment.

The Company has finalized the purchase price allocation for all areas for the Sun Flour acquisition. The finalization of goodwill and intangible assets did not have a significant impact on previously estimated amounts. The acquisition of Sun Flour added \$15 million to goodwill and identifiable intangible assets and \$3 million to net tangible assets as of the acquisition date.

Goodwill represents the amount by which the purchase price exceeds the estimated fair value of the net assets acquired. The goodwill results from synergies and other operational benefits expected to be derived from the acquisitions. The goodwill related to Sun Flour is not tax deductible.

Pro-forma results of operations for the acquisition made in 2017 has not been presented as the effect of the acquisition would not be material to the Company’s results of operations for any periods presented.

The Company incurred immaterial pre-tax acquisition and integration costs for the three months ended March 31, 2018. The Company incurred \$2 million of pre-tax acquisition and integration costs for the three months ended March 31, 2017 associated with its recent acquisitions.

### 4. Revenue Recognition

The Company applies the provisions of ASC 606-10, *Revenue from Contracts with Customers*. The Company recognizes revenue under the core principle to depict the transfer of products to customers in an amount reflecting the consideration the Company expects to receive. In order to achieve that core principle, the Company applies the following five-step approach: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when a performance obligation is satisfied.

The Company identified customer purchase orders, which in some cases are governed by a master sales agreement, as the contracts with its customers. For each contract, the Company considers the transfer of products, each of which is distinct, to be the identified performance obligation. In determining the transaction price for the performance obligation, the Company evaluates whether the price is subject to adjustment to determine the consideration to which the Company expects to be entitled. The pricing model can be fixed or variable within the contract. The variable pricing model is based on historical commodity pricing and is determinable prior to completion of the performance obligation. Additionally, the Company has certain sales adjustments for volume incentive discounts and other discount arrangements that reduce the transaction price. The reduction of transaction price is estimated using the expected value method based on an analysis of historical volume incentives or discounts, over a period of time considered adequate to account for current pricing and business trends. Historically, actual volume incentives and discounts relative to those estimated and included when determining the transaction price have not materially differed. Volume incentives and discounts are accrued at the satisfaction of the performance obligation and accounted for in accounts payable and accrued expenses in the Condensed Consolidated Balance Sheets. These amounts are not significant as of March 31, 2018 and December 31, 2017. The product price as specified in the contract, net of any discounts, is considered the standalone selling price as it is an observable input which depicts the price as if sold to a similar customer in similar circumstances. Payment is received shortly after the performance obligation is satisfied, therefore, the Company has elected the practical expedient under ASC 606-10-32-18 to not assess whether a contract has a significant financing component.

Revenue is recognized when the Company’s performance obligation is satisfied and control is transferred to the customer, which occurs at a point in time, either upon delivery to an agreed upon location or to the customer. Further, in determining whether control has transferred, the Company considers if there is a present right to payment and legal title, along with risks and rewards of ownership having transferred to the customer.

Shipping and handling activities related to contracts with customers represent fulfillment costs and are presented as a reduction of net sales. Taxes assessed by governmental authorities and collected from customers are accounted for on a net basis and excluded from revenues. The Company applies a practical expedient to expense costs to obtain a contract as incurred as most contracts are one year or less. These costs are comprised primarily from the Company's internal sales force compensation program. Under the terms of these programs these are generally earned and the costs are recognized at the time the revenue is recognized.

From time to time the Company may enter into long term contracts with its customers. Historically, the contracts entered into by the Company do not result in significant contract assets or liabilities. Any such arrangements are accounted for in other assets or accounts payable and accrued liabilities in the Condensed Consolidated Balance Sheets. There were no significant contract assets or liabilities as of March 31, 2018 and December 31, 2017.

The Company is principally engaged in the production and sale of starches and sweeteners for a wide range of industries, and is managed geographically on a regional basis. The Company's operations are classified into four reportable business segments: North America, South America, Asia Pacific and Europe, Middle East and Africa ("EMEA"). The nature, amount, timing and uncertainty of the Company's net sales are managed by the Company primarily based on its geographic segments. Each region's product sales are unique to each region and have unique risks.

(in millions)	Three Months Ended March 31,	
	2018	2017
Net sales to unaffiliated customers:		
North America	\$ 874	\$ 881
South America	249	255
Asia Pacific	194	179
EMEA	152	138
Total	\$ 1,469	\$ 1,453

Additionally, the nature, amount, timing and uncertainty of the Company's net sales are managed based on its global customer mix. The Company sells to customers in a broad range of industries and evaluates the economic factors impacting its net sales through consideration of the industries into which its products are sold. Four distinct industries it focuses on are food, beverage, brewing (collectively, food & beverage ingredients) and animal nutrition. The following table, which is gathered using customer industry classifications, disaggregates the Company's net sales by industry served:

(in millions)	Three Months Ended March 31,	
	2018	2017
Food	\$ 792	\$ 764
Beverage	167	162
Brewing	103	112
Food and Beverage Ingredients	1,062	1,038
Animal Nutrition	150	149
Other	257	266
Total Net sales	\$ 1,469	\$ 1,453

## 5. Impairment and Restructuring Charges

For the three months ended March 31, 2018 and 2017, the Company recorded \$3 million and \$10 million of pre-tax restructuring charges, respectively. The 2018 charges include \$2 million of other costs related to the North America Finance Transformation initiative and \$1 million of other restructuring costs related to the leaf extraction process in Brazil, both of which were announced in 2017. The Company expects to incur between \$1 million and \$2 million of additional other costs for the remainder of 2018 related to the North America Finance Transformation initiative.

For the three months ended March 31, 2017, the Company recorded total pre-tax restructuring-related charges in Argentina of \$11 million for employee-related severance and other costs related to an organizational restructuring effort.

Additionally, the Company recorded a \$1 million reduction in expected employee severance-related charges associated with the execution of global information technology (“IT”) outsourcing contracts.

A summary of the Company’s severance accrual as of March 31, 2018 is as follows (in millions):

Balance in severance accrual as of December 31, 2017	\$	11
Payments made to terminated employees		(3)
Balance in severance accrual as of March 31, 2018	\$	<u>8</u>

Of the \$8 million severance accrual as of March 31, 2018, \$7 million is expected to be paid in the next 12 months.

## 6. Segment Information

The Company is principally engaged in the production and sale of starches and sweeteners for a wide range of industries, and is managed geographically on a regional basis. The Company’s operations are classified into four reportable business segments: North America, South America, Asia Pacific and Europe, Middle East and Africa (“EMEA”). Its North America segment includes businesses in the U.S., Canada and Mexico. The Company’s South America segment includes businesses in Brazil, Colombia, Ecuador and the Southern Cone of South America, which includes Argentina, Chile, Peru and Uruguay. Its Asia Pacific segment includes businesses in South Korea, Thailand, China, Japan, Indonesia, the Philippines, Singapore, Malaysia, India, Australia and New Zealand. The Company’s EMEA segment includes businesses in Germany, the United Kingdom, Pakistan, South Africa and Kenya. The Company does not aggregate its operating segments when determining its reportable segments. Net sales by product are not presented because to do so would be impracticable.

(in millions)	Three Months Ended	
	March 31,	
	2018	2017
Net sales to unaffiliated customers:		
North America	\$ 874	\$ 881
South America	249	255
Asia Pacific	194	179
EMEA	152	138
Total	<u>\$ 1,469</u>	<u>\$ 1,453</u>
Operating income:		
North America	\$ 143	\$ 158
South America	26	15
Asia Pacific	23	30
EMEA	31	28
Corporate	(23)	(21)
Subtotal	200	210
Restructuring/impairment charges	(3)	(10)
Acquisition/integration costs	—	(2)
Charge for fair value markup of acquired inventory	—	(5)
Total operating income	<u>\$ 197</u>	<u>\$ 193</u>

(in millions)	As of	As of
	March 31, 2018	December 31, 2017
Total assets		
North America	\$ 3,833	\$ 3,967
South America	775	812
Asia Pacific	825	774
EMEA	542	527
Total	<u>\$ 5,975</u>	<u>\$ 6,080</u>

## 7. Financial Instruments, Derivatives and Hedging Activities

The Company is exposed to market risk stemming from changes in commodity prices (primarily corn and natural gas), foreign currency exchange rates and interest rates. In the normal course of business, the Company actively manages its exposure to these market risks by entering into various hedging transactions, authorized under established policies that place clear controls on these activities. These transactions utilize exchange-traded derivatives or over-the-counter derivatives with investment grade counterparties. Derivative financial instruments currently used by the Company consist of commodity-related futures, options and swap contracts, foreign currency-related forward contracts, interest rate swaps and Treasury lock agreements (“T-Locks”).

*Commodity price hedging:* The Company’s principal use of derivative financial instruments is to manage commodity price risk in North America relating to anticipated purchases of corn and natural gas to be used in the manufacturing process, generally over the next 12 to 24 months. The Company maintains a commodity-price risk management strategy that uses derivative instruments to minimize significant, unanticipated earnings fluctuations caused by commodity-price volatility. For example, the manufacturing of the Company’s products requires a significant volume of corn and natural gas. Price fluctuations in corn and natural gas cause the actual purchase price of corn and natural gas to differ from anticipated prices.

To manage price risk related to corn purchases in North America, the Company uses corn futures and options contracts that trade on regulated commodity exchanges to lock-in its corn costs associated with fixed-priced customer sales contracts. The Company uses over-the-counter natural gas swaps to hedge a portion of its natural gas usage in North America. These derivative financial instruments limit the impact that volatility resulting from fluctuations in market prices will have on corn and natural gas purchases and have been designated as cash flow hedges. The Company also enters into futures contracts to hedge price risk associated with fluctuations in the market price of ethanol. Unrealized gains and losses associated with marking the commodity hedging contracts to market (fair value) are recorded as a component of other comprehensive income (“OCI”) and included in the equity section of the Condensed Consolidated Balance Sheets as part of accumulated other comprehensive income/loss (“AOCI”). These amounts are subsequently reclassified into earnings in the same line item affected by the hedged transaction and in the same period or periods during which the hedged transaction affects earnings, or in the month a hedge is determined to be ineffective. The Company assesses the effectiveness of a commodity hedge contract based on changes in the contract’s fair value. The changes in the market value of such contracts have historically been, and are expected to continue to be, highly effective at offsetting changes in the price of the hedged items. The amounts representing the ineffectiveness of these cash flow hedges are not significant.

As of March 31, 2018, AOCI included \$6 million of gains (net of an insignificant amount of tax), pertaining to commodities-related derivative instruments designated as cash flow hedges. As of December 31, 2017, AOCI included \$12 million of losses (net of tax of \$7 million), pertaining to commodities-related derivative instruments designated as cash flow hedges.

*Interest rate hedging:* The Company assesses its exposure to variability in interest rates by identifying and monitoring changes in interest rates that may adversely impact future cash flows and the fair value of existing debt instruments, and by evaluating hedging opportunities. The Company maintains risk management control systems to monitor interest rate risk attributable to both the Company’s outstanding and forecasted debt obligations as well as the Company’s offsetting hedge positions. The risk management control systems involve the use of analytical techniques, including sensitivity analysis, to estimate the expected impact of changes in interest rates on future cash flows and the fair value of the Company’s outstanding and forecasted debt instruments.

Derivative financial instruments that have been used by the Company to manage its interest rate risk consist of interest rate swaps and T-Locks. The Company periodically enters into T-Locks to hedge its exposure to interest rate changes. The T-Locks are designated as hedges of the variability in cash flows associated with future interest payments caused by market fluctuations in the benchmark interest rate until the fixed interest rate is established, and are accounted for as cash flow hedges. Accordingly, changes in the fair value of the T-Locks are recorded to AOCI until the consummation of the underlying debt offering, at which time any realized gain (loss) is amortized to earnings over the life of the debt. The Company also has interest rate swap agreements that effectively convert the interest rates on \$200 million of its \$400 million of 4.625 percent senior notes due November 1, 2020, to variable rates. These swap agreements call for the Company to receive interest at the fixed coupon rate of the respective notes and to pay interest at a variable rate based on the six-month U.S. LIBOR rate plus a spread. The Company has designated these interest rate swap agreements as hedges of the changes in fair value of the underlying debt obligations attributable to changes in interest rates and accounts

for them as fair value hedges. Changes in the fair value of interest rate swaps designated as hedging instruments that effectively offset the variability in the fair value of outstanding debt obligations are reported in earnings. These amounts offset the gain or loss (the change in fair value) of the hedged debt instrument that is attributable to changes in interest rates (the hedged risk), which is also recognized in earnings. The fair value of these interest rate swap agreements as of March 31, 2018 and December 31, 2017 was a \$2 million reduction to debt and a \$1 million increase to debt, respectively, and is reflected in the Condensed Consolidated Balance Sheets within other assets, with an offsetting amount recorded in long-term debt to adjust the carrying amount of hedged debt obligations. The Company did not have any T-Locks outstanding as of March 31, 2018 or December 31, 2017.

As of March 31, 2018, AOCI included \$2 million of losses (net of income taxes of \$(1), related to settled T-Locks. As of December 31, 2017, AOCI included \$2 million of losses (net of income taxes of \$1 million), related to settled T-Locks. These deferred losses are being amortized to financing costs over the terms of the senior notes with which they are associated.

*Foreign currency hedging:* Due to the Company's global operations, including operations in many emerging markets, it is exposed to fluctuations in foreign currency exchange rates. As a result, the Company has exposure to translational foreign exchange risk when the results of its foreign operations are translated to U.S. dollars and to transactional foreign exchange risk when transactions not denominated in the functional currency are revalued. The Company primarily uses derivative financial instruments such as foreign currency forward contracts, swaps and options to manage its transactional foreign exchange risk. As of March 31, 2018, the Company had foreign currency forward sales contracts that are designated as fair value hedges with an aggregate notional amount of \$438 million and foreign currency forward purchase contracts with an aggregate notional amount of \$133 million that hedged transactional exposures. As of December 31, 2017, the Company had foreign currency forward sales contracts with an aggregate notional amount of \$447 million and foreign currency forward purchase contracts with an aggregate notional amount of \$121 million that hedged transactional exposures.

The Company also has foreign currency derivative instruments that hedge certain foreign currency transactional exposures and are designated as cash flow hedges. As of March 31, 2018, AOCI included \$2 million of gains (net of income taxes of \$1 million) related to foreign currency derivative instruments. As of December 31, 2017, AOCI included \$1 million of gains (net of income taxes of \$1 million) related to these hedges.

The fair value and balance sheet location of the Company's derivative instruments, presented gross in the Condensed Consolidated Balance Sheets, are reflected below:

Derivatives Designated as Hedging Instruments (in millions):	Fair Value of Derivative Instruments as of March 31, 2018			
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Commodity and foreign currency	<i>Accounts receivable, net</i>	\$ 29	<i>Accounts payable and accrued liabilities</i>	\$ 14
Commodity, foreign currency, and interest rate contracts	<i>Other assets</i>	2	<i>Non-current liabilities</i>	11
		<u>\$ 31</u>		<u>\$ 25</u>

Derivatives Designated as Hedging Instruments (in millions):	Fair Value of Derivative Instruments as of December 31, 2017			
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Commodity and foreign currency	<i>Accounts receivable, net</i>	\$ 11	<i>Accounts payable and accrued liabilities</i>	\$ 23
Commodity, foreign currency, and interest rate contracts	<i>Other assets</i>	3	<i>Non-current liabilities</i>	8
		<u>\$ 14</u>		<u>\$ 31</u>

As of March 31, 2018, the Company had outstanding futures and option contracts that hedged the forecasted purchase of approximately 75 million bushels of corn and 3 million pounds of soybean oil. The Company is unable to

directly hedge price risk related to co-product sales; however, it occasionally enters into hedges of soybean oil (a competing product to corn oil) in order to mitigate the price risk of corn oil sales. The Company also had outstanding swap and option contracts that hedged the forecasted purchase of approximately 32 million mmbtu's of natural gas at March 31, 2018. Additionally, as of March 31, 2018, the Company had outstanding ethanol futures contracts that hedged the forecasted sale of approximately 6 million gallons of ethanol.

Additional information relating to the Company's derivative instruments is presented below:

Derivatives in Cash Flow Hedging Relationships	Three Months Ended March 31, 2018		
	Amount of Gains (Losses) Recognized in OCI on Derivatives	Location of Gains (Losses) Reclassified from AOCI into Income	Amount of Gains (Losses) Reclassified from AOCI into Income
Commodity contracts	\$ 20	Cost of sales	\$ (5)
Foreign currency contracts	2	Net sales/cost of sales	1
Total	\$ 22		\$ (4)

Derivatives in Cash Flow Hedging Relationships	Three Months Ended March 31, 2017		
	Amount of Gains (Losses) Recognized in OCI on Derivatives	Location of Gains (Losses) Reclassified from AOCI into Income	Amount of Gains (Losses) Reclassified from AOCI into Income
Commodity contracts	\$ 7	Cost of sales	\$ (3)
Foreign currency contracts	1	Net sales/cost of sales	—
Interest rate contracts	—	Financing costs, net	(1)
Total	\$ 8		\$ (4)

As of March 31, 2018, AOCI included \$7 million of gains (net of income taxes of \$3 million) on commodities-related derivative instruments designated as cash flow hedges that are expected to be reclassified into earnings during the next 12 months. Transactions and events expected to occur over the next 12 months that will necessitate reclassifying these derivative gains to earnings include the sale of finished goods inventory, which includes previously hedged purchases of corn, natural gas, and ethanol. The Company expects the gains to be offset by changes in the underlying commodities costs. Additionally, as of March 31, 2018, AOCI included \$1 million of losses (net of an insignificant amount of taxes) on settled T-Locks and \$3 million of gains (net of income taxes of \$1 million) related to foreign currency hedges which are expected to be reclassified into earnings during the next 12 months.

Presented below are the fair values of the Company's financial instruments and derivatives for the periods presented:

(in millions)	As of March 31, 2018				As of December 31, 2017			
	Total	Level 1 (a)	Level 2 (b)	Level 3 (c)	Total	Level 1 (a)	Level 2 (b)	Level 3 (c)
Available for sale securities	\$ 10	\$ 10	\$ —	\$ —	\$ 10	\$ 10	\$ —	\$ —
Derivative assets	31	14	17	—	14	3	11	—
Derivative liabilities	25	3	22	—	31	11	20	—
Long-term debt	1,587	—	1,587	—	1,845	—	1,845	—

- (a) Level 1 inputs consist of quoted prices (unadjusted) in active markets for identical assets or liabilities.
- (b) Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. Level 2 inputs are based on quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, or inputs other than quoted prices that are observable for the asset or liability or can be derived principally from or corroborated by observable market data.
- (c) Level 3 inputs are unobservable inputs for the asset or liability. Unobservable inputs shall be used to measure fair value to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at the measurement date.

The carrying values of cash equivalents, short-term investments, accounts receivable, accounts payable and short-term borrowings approximate fair values. Commodity futures, options and swap contracts are recognized at fair value.

Foreign currency forward contracts, swaps and options are also recognized at fair value. The fair value of the Company's long-term debt is estimated based on quotations of major securities dealers who are market makers in the securities. As of March 31, 2018 the carrying value and fair value of the Company's long-term debt were \$1.5 billion and \$1.6 billion, respectively.

## 8. Share-Based Compensation

*Stock Options:* Under the Company's stock incentive plan ("SIP"), stock options are granted at exercise prices that equal the market value of the underlying common stock on the date of grant. The options have a 10-year term and are exercisable upon vesting, which occurs over a three-year period at the anniversary dates of the date of grant. Compensation expense is generally recognized on a straight-line basis for all awards over the employee's vesting period or over a one-year required service period for certain retirement eligible executive level employees. The Company estimates a forfeiture rate at the time of grant and updates the estimate throughout the vesting of the stock options within the amount of compensation costs recognized in each period.

The Company granted non-qualified options to purchase 215 thousand shares and 278 thousand shares for the three months ended March 31, 2018 and 2017, respectively. The fair value of each option grant was estimated using the Black-Scholes option-pricing model with the following assumptions:

	2018	2017
Expected life (in years)	5.5	5.5
Risk-free interest rate	2.5 %	1.9 %
Expected volatility	19.8 %	22.5 %
Expected dividend yield	1.8 %	1.7 %

The expected life of options represents the weighted average period of time that options granted are expected to be outstanding giving consideration to vesting schedules and the Company's historical exercise patterns. The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the grant date for the period corresponding to the expected life of the options. Expected volatility is based on historical volatilities of the Company's common stock. Dividend yields are based on current dividend payments.

Stock option activity for the three months ended March 31, 2018 was as follows:

	Number of Options (in thousands)	Weighted Average Exercise Price per Share	Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value (in millions)
Outstanding as of December 31, 2017	2,095	\$ 71.81	5.87	\$ 142
Granted	215	133.61		
Exercised	(93)	50.08		
Cancelled	(5)	34.36		
Outstanding as of March 31, 2018	2,212	\$ 78.81	6.14	\$ 112
Exercisable as of March 31, 2018	1,716	\$ 66.53	5.57	\$ 107

For the three months ended March 31, 2018, cash received from the exercise of stock options was \$5 million. As of March 31, 2018, the unrecognized compensation cost related to non-vested stock options totaled \$7 million, which is expected to be amortized over the weighted-average period of approximately 1.9 years.

Additional information pertaining to stock option activity is as follows:

(dollars in millions, except per share)	Three Months Ended March 31,	
	2018	2017
Weighted average grant date fair value of stock options granted (per share)	\$ 24.01	\$ 23.90
Total intrinsic value of stock options exercised	8	7



*Restricted Stock Units:* The Company has granted restricted stock units (“RSUs”) to certain key employees. The RSUs are subject to cliff vesting, generally after three years provided the employee remains in the service of the Company. Compensation expense is generally recognized on a straight-line basis for all awards over the employee’s vesting period or over a one-year required service period for certain retirement eligible executive level employees. The Company estimates a forfeiture rate at the time of grant and updates the estimate throughout the vesting of the RSUs within the amount of compensation costs recognized in each period. The fair value of the RSUs is determined based upon the number of shares granted and the market price of the Company’s common stock on the date of the grant.

The following table summarizes RSU activity for the three months ended March 31, 2018:

<b>(RSUs in thousands)</b>	<b>Number of RSUs</b>	<b>Weighted Average Fair Value per Share</b>
Non-vested as of December 31, 2017	387	\$ 100.13
Granted	104	131.14
Vested	(123)	83.44
Cancelled	(5)	115.51
Non-vested as of March 31, 2018	<u>363</u>	<u>\$ 114.34</u>

As of March 31, 2018, the total remaining unrecognized compensation cost related to RSUs was \$23 million, which will be amortized over a weighted average period of approximately 2.2 years.

*Performance Shares:* The Company has a long-term incentive plan for senior management in the form of performance shares. The ultimate payments for performance shares awarded and vested will be based solely on the Company’s total shareholder return as compared to the total shareholder return of its peer group. The number of shares that ultimately vest can range from zero to 200 percent of the awarded grant depending on the Company’s total shareholder return as compared to the total shareholder return of the peer group. The share award vesting will be calculated at the end of the three-year period and is subject to approval by management and the Compensation Committee. Compensation expense is based on the fair value of the performance shares at the grant date, established using a Monte Carlo simulation model. The total compensation expense for these awards is amortized over a three-year graded vesting schedule.

For the three months ended March 31, 2018 the Company awarded 27 thousand performance shares at a weighted average fair value of \$141.91 per share, respectively.

The 2015 performance share awards vested in the first quarter of 2018, achieving a 200 percent pay out of the grant, or 92 thousand total vested shares. There were four thousand performance share cancellations during the three months ended March 31, 2018.

As of March 31, 2018, the unrecognized compensation cost related to these awards was \$5 million, which will be amortized over the remaining requisite service periods of 2.1 years.

The following table summarizes the components of the Company's share-based compensation expense:

(in millions)	Three Months Ended	
	March 31,	
	2018	2017
<b>Stock options:</b>		
Pre-tax compensation expense	\$ 1	\$ 2
Income tax benefit	—	(1)
Stock option expense, net of income taxes	<u>1</u>	<u>1</u>
<b>RSUs:</b>		
Pre-tax compensation expense	3	3
Income tax benefit	(1)	(1)
RSUs, net of income taxes	<u>2</u>	<u>2</u>
<b>Performance shares and other share-based awards:</b>		
Pre-tax compensation expense	1	2
Income tax benefit	—	(1)
Performance shares and other share-based compensation expense, net of income taxes	<u>1</u>	<u>1</u>
<b>Total share-based compensation:</b>		
Pre-tax compensation expense	5	7
Income tax benefit	(1)	(3)
Total share-based compensation expense, net of income taxes	<u>\$ 4</u>	<u>\$ 4</u>

### 9. Net Periodic Pension and Postretirement Benefit Costs

For detailed information about the Company's pension and postretirement benefit plans, please refer to Note 10 of the Notes to the Consolidated Financial Statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2017.

On January 1, 2018, the Company adopted ASU No. 2017-07, *Compensation- Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost*. As a result, the interest cost, expected return on plan assets, and amortization of actuarial loss components of net periodic benefit cost for the Company's pension plans and other postretirement plans are presented as other, non-operating income on the Condensed Consolidated Statements of Income. There is no change to the presentation of the service cost component of net periodic benefit cost.

The following table sets forth the components of net periodic benefit cost of the U.S. and non-U.S. defined benefit pension plans for the periods presented:

(in millions)	Three Months Ended March 31,			
	U.S. Plans		Non-U.S. Plans	
	2018	2017	2018	2017
Service cost	\$ 1	\$ 1	\$ 1	\$ 1
Interest cost	3	3	3	2
Expected return on plan assets	(5)	(5)	(2)	(3)
Amortization of actuarial loss	—	—	—	1
Net periodic benefit cost	\$ (1)	\$ (1)	\$ 2	\$ 1

The Company currently anticipates that it will make approximately \$5 million in cash contributions to its pension plans in 2018, consisting of \$3 million to its non-U.S. pension plans and \$2 million to its U.S. pension plans. For the three months ended March 31, 2018, cash contributions of approximately \$1 million were made to the non-U.S. plans and less than \$1 million to the U.S. plans.

The following table sets forth the components of net postretirement benefit cost for the periods presented:

(in millions)	Three Months Ended March 31,	
	2018	2017
Service cost	\$ —	\$ —
Interest cost	\$ 1	\$ 1
Amortization of prior service credit	(1)	(1)
Net periodic benefit cost	\$ —	\$ —

## 10. Earnings per Common Share

The following table provides the computation of basic and diluted earnings per common share ("EPS") for the periods presented:

(in millions, except per share amounts)	Three Months Ended March 31, 2018		
	Net Income Available to Ingression	Weighted Average Shares	Per Share Amount
Basic EPS	\$ 140	72.3	\$ 1.94
Effect of Dilutive Securities:			
Incremental shares from assumed exercise of dilutive stock options and vesting of dilutive RSUs and other awards		1.3	
Diluted EPS	\$ 140	73.6	\$ 1.90

(in millions, except per share amounts)	Three Months Ended March 31, 2017		
	Net Income Available to Ingression	Weighted Average Shares	Per Share Amount
Basic EPS	\$ 124	72.2	\$ 1.72
Effect of Dilutive Securities:			
Incremental shares from assumed exercise of dilutive stock options and vesting of dilutive RSUs and other awards		1.5	
Diluted EPS	\$ 124	73.7	\$ 1.68

For the three months ended March 31, 2018 and 2017, approximately 0.3 million share-based awards of common stock were excluded from the calculation of diluted EPS as the impact of their inclusion would have been anti-dilutive.

## 11. Inventories

Inventories are summarized as follows:

<u>(in millions)</u>	<u>As of</u> <u>March 31, 2018</u>	<u>As of</u> <u>December 31, 2017</u>
Finished and in process	\$ 520	\$ 495
Raw materials	273	278
Manufacturing supplies and other	51	50
Total inventories	<u>\$ 844</u>	<u>\$ 823</u>

## 12. Debt

As of March 31, 2018 and December 31, 2017, the Company's total debt consisted of the following:

<u>(in millions)</u>	<u>As of</u> <u>March 31, 2018</u>	<u>As of</u> <u>December 31, 2017</u>
3.2% senior notes due October 1, 2026	\$ 496	\$ 496
4.625% senior notes due November 1, 2020	399	398
6.625% senior notes due April 15, 2037	254	254
5.62% senior notes due March 25, 2020	200	200
Term loan credit agreement due April 25, 2019	165	395
Revolving credit facility	—	—
Fair value adjustment related to hedged fixed rate debt instruments	(2)	1
Long-term debt	1,512	1,744
Short-term borrowings	140	120
Total debt	<u>\$ 1,652</u>	<u>\$ 1,864</u>

The Company paid \$230 million towards the Term Loan Credit Agreement in the three months ended March 31, 2018.

## 13. Income Taxes

The Tax Cuts and Jobs Act ("TCJA") was enacted on December 22, 2017. The TCJA introduced numerous changes in the U.S. federal tax laws. Changes that have a significant impact on the Company's effective tax rate are a reduction in the U.S. corporate tax rate from 35 percent to 21 percent and the imposition of a U.S. tax on its global intangible low-taxed income ("GILTI"). The TCJA also provides for a one-time transition tax on the deemed repatriation of cumulative foreign earnings as of December 31, 2017, and eliminates the tax on dividends from the Company's foreign subsidiaries by allowing a 100 percent dividends received deduction.

On December 22, 2017, Staff Accounting Bulletin No. 118 ("SAB 118") was issued to provide guidance on the application of U.S. Generally Accepted Accounting Principles ("GAAP") to situations in which the registrant does not have all the necessary information available, prepared or analyzed (including computations) in sufficient detail to complete the accounting for the income tax effects of the TCJA.

The Company has calculated what it believes is a reasonable estimate of the impact of the TCJA in accordance with SAB 118 and its understanding of the TCJA, including published guidance as of the date of this filing. In the fourth quarter of 2017, the Company recorded \$23 million of provisional income tax expense related to the TCJA. The provisional amount of \$23 million is composed of the following items:

(in millions)		
One-time transition tax	\$	21
Remeasurement of deferred tax assets and liabilities		(38)
Net impact of provision for taxes on unremitted earnings		33
Other items, net		7
Net impact of the TCJA on 2018 income tax expense	\$	<u>23</u>

The Company may update its estimate in 2018 as additional information, including guidance from federal and state regulatory agencies, becomes available and the Company finalizes its computations, which are complex and subject to interpretation. Any adjustment to these provisional tax amounts will be recorded in the quarter of 2018 in which its analysis is completed. The Company has not made any adjustments to the provisional tax amounts for the three months ended March 31, 2018.

Because of the complexity of the new GILTI rules, the Company is continuing to evaluate this provision of the TCJA for the application of ASC 740. Under GAAP, the Company is allowed to make an accounting policy choice of either treating taxes due on future U.S. inclusions in taxable income related to GILTI as a current-period expense when incurred (the “period cost method”) or factoring such amounts into its measurement of its deferred taxes (the “deferred method”). The Company has not made any adjustments related to potential GILTI tax in its financial statements, as it has not made a policy decision regarding whether to record deferred taxes on GILTI.

#### 14. Accumulated Other Comprehensive Loss

The following is a summary of net changes in accumulated other comprehensive loss by component and net of tax for the three months ended March 31, 2018 and 2017:

(in millions)	Cumulative Translation Adjustment	Deferred (Loss) Gain on Hedging Activities	Pension and Postretirement Adjustment	Unrealized (Loss) Gain on Investment	Accumulated Other Comprehensive Loss
Balance, December 31, 2017	\$ (951)	\$ (13)	\$ (51)	\$ 2	\$ (1,013)
Other comprehensive income (loss) before reclassification adjustments	21	22	(1)	1	43
Amount reclassified from accumulated OCI	—	4	—	—	4
Tax provision	—	(6)	—	—	(6)
Net other comprehensive income (loss)	<u>21</u>	<u>20</u>	<u>(1)</u>	<u>1</u>	<u>41</u>
Balance, March 31, 2018	<u>\$ (930)</u>	<u>\$ 7</u>	<u>\$ (52)</u>	<u>\$ 3</u>	<u>\$ (972)</u>

(in millions)	Cumulative Translation Adjustment	Deferred (Loss) Gain on Hedging Activities	Pension and Postretirement Adjustment	Unrealized (Loss) Gain on Investment	Accumulated Other Comprehensive Loss
Balance, December 31, 2016	\$ (1,008)	\$ (7)	\$ (56)	\$ —	\$ (1,071)
Other comprehensive income before reclassification adjustments	40	8	—	—	48
Amount reclassified from accumulated OCI	—	4	—	—	4
Tax provision	—	(4)	—	—	(4)
Net other comprehensive income	<u>40</u>	<u>8</u>	<u>—</u>	<u>—</u>	<u>48</u>
Balance, March 31, 2017	<u>\$ (968)</u>	<u>\$ 1</u>	<u>\$ (56)</u>	<u>\$ —</u>	<u>\$ (1,023)</u>

The following table provides detail pertaining to reclassifications from AOCI into net income for the periods presented:

<b>(in millions)</b>	<b>Three Months Ended</b>		<b>Affected Line Item in Condensed Consolidated Statements of Income</b>
	<b>March 31,</b>	<b>2017</b>	
	<b>2018</b>	<b>2017</b>	
Gains (losses) on cash flow hedges:			
Commodity contracts	\$ (5)	\$ (3)	<i>Cost of sales</i>
Foreign currency contracts	1	—	<i>Net sales/cost of sales</i>
Interest rate contracts	—	(1)	<i>Financing costs, net</i>
Gains (losses) related to pension and other postretirement obligations	—	—	
<b>Total before-tax reclassifications</b>	<b>\$ (4)</b>	<b>\$ (4)</b>	
Tax benefit	—	1	
<b>Total after-tax reclassifications</b>	<b>\$ (4)</b>	<b>\$ (3)</b>	

## ITEM 2

# MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

### Overview

We are a major supplier of high-quality food and industrial ingredient solutions to customers around the world. We have 44 manufacturing plants located in North America, South America, Asia Pacific and Europe, the Middle East and Africa ("EMEA"), and we manage and operate our businesses at a regional level. We believe this approach provides us with a unique understanding of the cultures and product requirements in each of the geographic markets in which we operate, bringing added value to our customers. Our ingredients are used by customers in the food, beverage, brewing, and animal nutrition industries, among others.

Our growth strategy is centered on delivering value-added ingredient solutions for our customers. The foundation of our strategy is operating excellence, which includes our focus on safety, quality and continuous improvement. We see growth opportunities in three areas: first, we are working to expand our current business through organic growth; second, we are focused on broadening our ingredient portfolio with on-trend products through internal and external business development; finally, we look for growth from geographic expansion as we pursue extension of our reach to new locations. The ultimate goal of these strategies and actions is to enhance shareholder value.

For the three months ended March 31, 2018 operating income, net income and diluted earnings per common share grew from the comparable 2017 period. Our earnings growth was driven principally by strong operating results in our South America and EMEA segments. This was offset by lower earnings in our North America and Asia Pacific segments due to higher than anticipated freight costs in North America and increased tapioca costs in Thailand.

During the first quarter of 2018, we recorded \$3 million of pre-tax restructuring charges relating to initiatives announced in previous periods. Of these costs, \$2 million was related to our North America Finance Transformation initiative and \$1 million was related to our leaf extraction process in Brazil.

Our cash provided by operating activities increased to \$150 million for the first quarter of 2018 from \$131 million in the year-earlier period, driven by our increase in earnings and partially offset by changes in working capital. Our cash used for financing activities increased to \$261 million during the first quarter of 2018 from \$121 million in the year-earlier period, primarily due to debt repayments on the Term Loan Credit Agreement ("Term Loan") of approximately \$230 million during the first quarter of 2018.

Looking ahead, we anticipate that our full year 2018 net income will grow compared to 2017. In North America, we expect full year operating income to decrease given higher freight and production costs. In South America, we expect operating income to improve over the prior year driven by volume recovery and favorable raw material prices. We expect operating income to be flat to down in Asia Pacific due to prolonged higher tapioca costs. We also expect operating income growth in EMEA in 2018.

### Results of Operations

We have significant operations in four reporting segments: North America, South America, Asia Pacific and EMEA. For most of our foreign subsidiaries, the local foreign currency is the functional currency. Accordingly, revenues and expenses denominated in the functional currencies of these subsidiaries are translated into U.S. dollars at the applicable average exchange rates for the period. Fluctuations in foreign currency exchange rates affect the U.S. dollar amounts of our foreign subsidiaries' revenues and expenses. The impact of foreign currency exchange rate changes, where significant, is provided below.

We acquired Sun Flour Industry Co., Ltd. ("Sun Flour") on March 9, 2017. The results of the acquired business are included in our consolidated financial results from the acquisition date forward. While we identify fluctuations due to the acquisition, our discussion below also addresses results of operations absent the impact of the acquisition and the results of the acquired business, where appropriate, to provide a more comparable and meaningful analysis.

**For the Three Months Ended March 31, 2018**  
**With Comparatives for the Three Months Ended March 31, 2017**

(in millions)	Three Months Ended March 31,		Favorable (Unfavorable)	Favorable (Unfavorable)
	2018	2017	Variance	Percentage
Net sales	\$ 1,469	\$ 1,453	\$ 16	1 %
Cost of sales	1,115	1,102	(13)	(1)%
Gross profit	354	351	3	1 %
Operating expenses	156	150	(6)	(4)%
Other income, net	(2)	(2)	—	— %
Restructuring/impairment charges	3	10	7	70 %
Operating income	197	193	4	2 %
Financing costs, net	16	21	5	24 %
Other, non-operating income for pension reclassification	(1)	(2)	(1)	50 %
Income before income taxes	182	174	8	5 %
Provision for income taxes	39	47	8	17 %
Net income	143	127	16	13 %
Less: Net income attributable to non-controlling interests	3	3	—	— %
Net income attributable to Ingredion	\$ 140	\$ 124	\$ 16	13 %

**Net income attributable to Ingredion.** Net income attributable to Ingredion for the three months ended March 31, 2018 increased by 13 percent to \$140 million from \$124 million, for the three months ended March 31, 2017.

Our results for three months ended March 31, 2018 include after-tax restructuring charges of \$3 million consisting of \$2 million of costs associated with the North America Finance Transformation initiative and \$1 million of costs related to our leaf extraction process in Brazil. Our first quarter 2017 results include after-tax restructuring initiatives of \$11 million in Argentina. Additionally, our first quarter 2017 results include a \$3 million after-tax charge relating to the flow-through of costs primarily associated with the sale of TIC Gums inventory that was adjusted to fair value at the acquisition date in accordance with business combination accounting rules. First quarter 2017 results also include after-tax costs of \$1 million associated with the integration of acquired operations.

Without the restructuring, our net income would have grown 2 percent for the three months ended March 31, 2018 compared to the prior year. This increase primarily reflects improved operating income in South America and EMEA compared to the first quarter of 2017. The increase is also driven by decreased financing costs as a result of lower debt balances and favorable currency translation.

**Net sales.** Our increase in net sales of 1 percent for the three months ended March 31, 2018 as compared to the three months ended March 31, 2017, was driven by volume growth of 2 percent and favorable currency translation of 1 percentage point. This increase was partially offset by a 2 percentage point unfavorable impact in price/product mix primarily due to higher freight costs in North America and the pass through of lower raw material costs in Brazil.

**Cost of sales.** Cost of sales was \$1.1 billion for the three months ended March 31, 2018 and 2017. Our gross profit margin was 24 percent for the three months ended March 31, 2018 and 2017. Gross profit remained relatively flat reflecting favorable currency translation offset by a decrease in price/product mix.

**Operating expenses.** Our increase in operating expenses of 4 percent for the three months ended March 31, 2018, as compared to the three months ended March 31, 2017, was driven by unfavorable foreign currency translation and higher employee costs. Operating expenses, as a percentage of gross profit, were 44 percent for the three months ended March 31, 2018, as compared to 43 percent for the three months ended March 31, 2017.



**Financing costs, net.** Financing costs, net for the three months ended March 31, 2018 decreased \$5 million from the three months ended March 31, 2017, due to a decrease in interest expense as a result of lower debt balances and favorable currency translation.

**Provision for income taxes.** Our effective income tax rates for the three months ended March 31, 2018 and 2017 were 21.4 percent and 27.0 percent, respectively.

The decrease in the effective income tax rate is primarily attributable to the provisions of the Tax Cuts and Jobs Act (“TCJA”) enacted on December 22, 2017. The TCJA introduced numerous changes in the U.S. federal tax laws. Changes that have significant impact on our effective tax rate are a reduction in the U.S. corporate tax rate from 35 percent to 21 percent, elimination of federal income tax on dividends from our foreign subsidiaries, and the imposition of a U.S. tax on our global intangible low-taxed income (“GILTI”).

**Comprehensive income attributable to Ingredion.** Comprehensive income for the three months ended March 31, 2018, increased to \$183 million from \$172 million for the three months ended March 31, 2017. This increase reflects an increase in net income and favorable variances due to gains resulting from cash flow hedging, offset by unfavorable currency translation adjustments.

### Segment Results

#### *North America*

<u>(in millions)</u>	<u>Three Months Ended March 31,</u>		<u>Favorable</u>	<u>Favorable</u>
	<u>2018</u>	<u>2017</u>	<u>(Unfavorable)</u>	<u>(Unfavorable)</u>
			<u>Variance</u>	<u>Percentage</u>
Net sales to unaffiliated customers	\$ 874	\$ 881	\$ (7)	(1)%
Operating income	143	158	(15)	(9)%

**Net sales.** Our decrease in net sales of 1 percent for the three months ended March 31, 2018, as compared to the three months ended March 31, 2017, was driven by a 1 percentage point unfavorable impact in price/product mix driven by increased freight costs.

**Operating income.** Our decrease in operating income of \$15 million for the three months ended March 31, 2018, as compared to the three months ended March 31, 2017, was primarily driven by increased freight costs, higher production costs caused by inconsistent demand in the Northeast and Canada during the winter, and commodity pricing pressures.

#### *South America*

<u>(in millions)</u>	<u>Three Months Ended March 31,</u>		<u>Favorable</u>	<u>Favorable</u>
	<u>2018</u>	<u>2017</u>	<u>(Unfavorable)</u>	<u>(Unfavorable)</u>
			<u>Variance</u>	<u>Percentage</u>
Net sales to unaffiliated customers	\$ 249	\$ 255	\$ (6)	(2)%
Operating income	26	15	11	73 %

**Net sales.** Our decrease in net sales of 2 percent for the three months ended March 31, 2018, as compared to the three months ended March 31, 2017, was driven by a 6 percentage point impact from unfavorable foreign currency and a 4 percentage point unfavorable impact from price/product mix driven by the pass through of lower raw materials, offset by 8 percent increase in volume.

**Operating income.** Our increase in operating income of \$11 million for the three months ended March 31, 2018, as compared to the three months ended March 31, 2017, was primarily driven by volume growth from the improving macroeconomic environment and lower fixed costs as a result of operational efficiencies.

(in millions)	Three Months Ended March 31,		Favorable (Unfavorable)	Favorable (Unfavorable)
	2018	2017	Variance	Percentage
Net sales to unaffiliated customers	\$ 194	\$ 179	\$ 15	8 %
Operating income	23	30	(7)	(23)%

**Net sales.** Our increase in net sales of 8 percent for the three months ended March 31, 2018, as compared to the three months ended March 31, 2017, was driven by favorable currency translation of 7 percentage points and volume growth of 2 percent, offset by a 1 percentage point decrease in price/product mix due to core customer mix diversification.

**Operating income.** Our decrease in operating income of \$7 million for the three months ended March 31, 2018, as compared to the three months ended March 31, 2017, was driven by higher tapioca costs in the region partially offset by volume growth and favorable foreign exchange rates.

#### EMEA

(in millions)	Three Months Ended March 31,		Favorable (Unfavorable)	Favorable (Unfavorable)
	2018	2017	Variance	Percentage
Net sales to unaffiliated customers	\$ 152	\$ 138	\$ 14	10 %
Operating income	31	28	3	11 %

**Net sales.** Our increase in net sales of 10 percent for the three months ended March 31, 2018, as compared to the three months ended March 31, 2017, was driven by a favorable currency translation of 5 percentage points, volume increase of 4 percent, and a 1 percentage point increase due to price/mix.

**Operating income.** Our increase in operating income of \$3 million for the three months ended March 31, 2018, as compared to the three months ended March 31, 2017, was driven primarily by an increase in volume and favorable currency translation.

#### Liquidity and Capital Resources

Cash provided by operating activities for the three months ended March 31, 2018 was \$150 million, as compared to \$131 million for the three months ended March 31, 2017. The increase in operating cash flow primarily reflects an increase in our net income, partially offset by the changes in our working capital.

Capital expenditures of \$95 million for the three months ended March 31, 2018 are in line with our capital spending plan for the year. We anticipate that our capital expenditures and mechanical stores purchases will be approximately \$330 million to \$360 million for 2018.

As of March 31, 2018, there were borrowings of \$165 million outstanding under the Term Loan and no borrowings outstanding under the revolving credit facility (the "Revolving Credit Agreement"). We paid \$230 million towards the Term Loan during the three months ended March 31, 2018. In addition to the borrowing availability under the Revolving Credit Agreement, we have approximately \$531 million of unused operating lines of credit in the various foreign countries in which we operate.

As of March 31, 2018, we had total debt outstanding of \$1.7 billion, compared to \$1.9 billion as of December 31, 2017.

As of March 31, 2018 our total debt consists of the following:

<b>(in millions)</b>	
3.2% senior notes due October 1, 2026	\$ 496
4.625% senior notes due November 1, 2020	399
6.625% senior notes due April 15, 2037	254
5.62% senior notes due March 25, 2020	200
Term loan credit agreement due April 25, 2019	165
Revolving credit facility	—
Fair value adjustment related to hedged fixed rate debt instruments	(2)
Long-term debt	1,512
Short-term borrowings	140
Total debt	<u>\$ 1,652</u>

The weighted average interest rate on our total indebtedness was approximately 4.5 percent for the three months ended March 31, 2018, compared to 4.5 percent in the three months ended March 31, 2017.

On March 21, 2018, our Board of Directors declared a quarterly cash dividend of \$0.60 per share of common stock. This dividend was paid on April 25, 2018 to stockholders of record at the close of business on April 2, 2018.

We currently expect that our available cash balances, future cash flow from operations, access to debt markets, and borrowing capacity under our credit facilities will provide us with sufficient liquidity to fund our anticipated capital expenditures, dividends and other investing and financing activities for the foreseeable future.

We have not provided foreign withholding taxes, state income taxes, and federal and state taxes on foreign currency gains/losses on accumulated undistributed earnings of certain foreign subsidiaries because these earnings are considered to be permanently reinvested. It is not practicable to determine the amount of the unrecognized deferred tax liability related to the undistributed earnings. We do not anticipate the need to repatriate funds to the U.S. to satisfy domestic liquidity needs arising in the ordinary course of business, including liquidity needs associated with our domestic debt service requirements. Approximately \$285 million of the total \$407 million of cash and cash equivalents and short-term investments at March 31, 2018 was held by our operations outside of the U.S. We expect that available cash balances and credit facilities in the U.S., along with cash generated from operations and access to debt markets, will be sufficient to meet our operating and other cash needs for the foreseeable future.

### **Hedging and Financial Risk**

*Hedging:* We are exposed to market risk stemming from changes in commodity prices (primarily corn and natural gas), foreign currency exchange rates and interest rates. In the normal course of business, we actively manage our exposure to these market risks by entering into various hedging transactions, authorized under established policies that place clear controls on these activities. These transactions utilize exchange-traded derivatives or over-the-counter derivatives with investment grade counterparties. Our hedging transactions may include, but are not limited to, a variety of derivative financial instruments such as commodity-related futures, options and swap contracts, forward currency-related contracts and options, interest rate swap agreements and Treasury lock agreements (“T-Locks”). See Note 7 of the Notes to the Condensed Consolidated Financial Statements for additional information.

*Commodity Price Risk:* Our principal use of derivative financial instruments is to manage commodity price risk in North America relating to anticipated purchases of corn and natural gas to be used in our manufacturing process. We periodically enter into futures, options and swap contracts for a portion of our anticipated corn and natural gas usage, generally over the following 12 to 24 months, in order to hedge price risk associated with fluctuations in market prices. We also enter into futures contracts to hedge price risk associated with fluctuations in the market price of ethanol. We are unable to directly hedge price risk related to co-product sales; however, we occasionally enter into hedges of soybean oil (a competing product to our corn oil) in order to mitigate the price risk of corn oil sales. Unrealized gains and losses associated with marking our commodities-based derivative instruments to market are recorded as a component of other comprehensive income (“OCI”). As of March 31, 2018, our accumulated other comprehensive loss account (“AOCI”) included \$6 million of gains (net of an insignificant amount of tax) related to these derivative instruments. It is anticipated that \$7 million of these gains (net of income taxes of \$3 million) will be reclassified into earnings during the next 12 months. We expect the gains to be offset by changes in the underlying commodities costs.

*Foreign Currency Exchange Risk:* Due to our global operations, including operations in many emerging markets, we are exposed to fluctuations in foreign currency exchange rates. As a result, we have exposure to translational foreign exchange risk when our foreign operations' results are translated to U.S. dollars and to transactional foreign exchange risk when transactions not denominated in the functional currency of the operating unit are revalued. We primarily use derivative financial instruments such as foreign currency forward contracts, swaps and options to manage our foreign currency transactional exchange risk. As of March 31, 2018, we had foreign currency forward sales contracts with an aggregate notional amount of \$438 million and foreign currency forward purchase contracts that are designated as fair value hedges with an aggregate notional amount of \$133 million that hedged transactional exposures.

We also have foreign currency derivative instruments that hedge certain foreign currency transactional exposures and are designated as cash flow hedges. As of March 31, 2018, AOCI included 2 million of gains (net of income taxes of \$1 million) relating to these hedges.

We have significant operations in Argentina. We utilize the official exchange rate published by the Argentine government for re-measurement purposes. Due to exchange controls put in place by the Argentine government, a parallel market exists for exchanging Argentine pesos to U.S. dollars at rates less favorable than the official rate, although the difference in rates has decreased significantly from past levels.

*Interest Rate Risk:* We occasionally use interest rate swaps and T-Locks to hedge our exposure to interest rate changes, to reduce the volatility of our financing costs, or to achieve a desired proportion of fixed versus floating rate debt, based on current and projected market conditions. We did not have any T-Locks outstanding as of March 31, 2018.

As of March 31, 2018, our AOCI account included \$2 million of losses (net of income taxes of \$1 million) related to settled T-Locks. These deferred losses are being amortized to financing costs over the terms of the senior notes with which they are associated. It is anticipated that \$1 million of these losses (net of an insignificant amount of taxes) will be reclassified into earnings during the next 12 months.

As of March 31, 2018, we have an interest rate swap agreement that effectively converts the interest rates on \$200 million of our \$400 million of 4.625 percent senior notes due November 1, 2020, to variable rates. This swap agreement calls for us to receive interest at the fixed coupon rate of the respective notes and to pay interest at a variable rate based on the six-month U.S. dollar LIBOR rate plus a spread. We have designated this interest rate swap agreement as a hedge of the changes in fair value of the underlying debt obligation attributable to changes in interest rates and account for it as fair value hedge. The fair value of this interest rate swap agreement was a \$2 million reduction to debt as of March 31, 2018 and is reflected in the Condensed Consolidated Balance Sheets within other assets, with an offsetting amount recorded in long-term debt to adjust the carrying amount of the hedged debt obligations.

### **Critical Accounting Policies and Estimates**

Our critical accounting policies and estimates are described in Management's Discussion and Analysis of Financial Condition and Results of Operations included in our 2017 Annual Report on Form 10-K. See Note 2 of the Notes to the Condensed Consolidated Financial Statements for additional information regarding the Company's adoption of the new revenue and pension standards. There have been no other changes to our critical accounting policies and estimates during the three months ended March 31, 2018.

### **FORWARD-LOOKING STATEMENTS**

This Form 10-Q contains or may contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. The Company intends these forward-looking statements to be covered by the safe harbor provisions for such statements.

Forward-looking statements include, among other things, any statements regarding the Company's prospects or future financial condition, earnings, revenues, tax rates, capital expenditures, expenses or other financial items, any statements concerning the Company's prospects or future operations, including management's plans or strategies and objectives therefor and any assumptions, expectations or beliefs underlying the foregoing.

These statements can sometimes be identified by the use of forward looking words such as “may,” “will,” “should,” “anticipate,” “assume,” “believe,” “plan,” “project,” “estimate,” “expect,” “intend,” “continue,” “pro forma,” “forecast,” “outlook,” “propels,” “opportunities,” “potential,” “provisional,” or other similar expressions or the negative thereof. All statements other than statements of historical facts in this report or referred to in or incorporated by reference into this report are “forward-looking statements.”

These statements are based on current circumstances or expectations, but are subject to certain inherent risks and uncertainties, many of which are difficult to predict and are beyond our control. Although we believe our expectations reflected in these forward-looking statements are based on reasonable assumptions, investors are cautioned that no assurance can be given that our expectations will prove correct.

Actual results and developments may differ materially from the expectations expressed in or implied by these statements, based on various factors, including the effects of global economic conditions, including, particularly, economic, currency and political conditions in South America and economic conditions in Europe, and their impact on our sales volumes and pricing of our products, our ability to collect our receivables from customers and our ability to raise funds at reasonable rates; fluctuations in worldwide markets for corn and other commodities, and the associated risks of hedging against such fluctuations; fluctuations in the markets and prices for our co-products, particularly corn oil; fluctuations in aggregate industry supply and market demand; the behavior of financial markets, including foreign currency fluctuations and fluctuations in interest and exchange rates; volatility and turmoil in the capital markets; the commercial and consumer credit environment; general political, economic, business, market and weather conditions in the various geographic regions and countries in which we buy our raw materials or manufacture or sell our products; future financial performance of major industries which we serve, including, without limitation, the food, beverage, paper and corrugating, and brewing industries; energy costs and availability, freight and shipping costs, and changes in regulatory controls regarding quotas; tariffs, duties, taxes and income tax rates; particularly recently enacted United States tax reform; operating difficulties; availability of raw materials, including potato starch, tapioca, gum arabic and the specific varieties of corn upon which some of our products are based; our ability to develop or acquire new products and services at rates or of qualities sufficient to meet expectations; energy issues in Pakistan; boiler reliability; our ability to effectively integrate and operate acquired businesses; our ability to achieve budgets and to realize expected synergies; our ability to complete planned maintenance and investment projects successfully and on budget; labor disputes; genetic and biotechnology issues; changing consumption preferences including those relating to high fructose corn syrup; increased competitive and/or customer pressure in the corn-refining industry; and the outbreak or continuation of serious communicable disease or hostilities including acts of terrorism.

Our forward-looking statements speak only as of the date on which they are made and we do not undertake any obligation to update any forward-looking statement to reflect events or circumstances after the date of the statement as a result of new information or future events or developments. If we do update or correct one or more of these statements, investors and others should not conclude that we will make additional updates or corrections. For a further description of these and other risks, see “Risk Factors” included in our Annual Report on Form 10-K for the year ended December 31, 2017 and subsequent reports on Forms 10-Q and 8-K.

**ITEM 3****QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

See the discussion set forth in Part II, Item 7A. Quantitative and Qualitative Disclosures About Market Risk at pages 55 to 56 in our Annual Report on Form 10-K for the year ended December 31, 2017, for a discussion as to how we address risks with respect to interest rates, raw material and energy costs and foreign currencies. There have been no material changes in the information that would be provided with respect to those disclosures from December 31, 2017 to March 31, 2018.

**ITEM 4****CONTROLS AND PROCEDURES**

Our management, including our Chief Executive Officer and our Chief Financial Officer, performed an evaluation of the effectiveness of our disclosure controls and procedures as of March 31, 2018. Based on that evaluation, our Chief Executive Officer and our Chief Financial Officer concluded that our disclosure controls and procedures (a) are effective in providing reasonable assurance that all information required to be disclosed in the reports that we file or submit under the Securities Exchange Act of 1934, as amended, has been recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms and (b) are designed to ensure that information required to be disclosed in the reports we file or submit under the Securities Exchange Act of 1934, as amended, is accumulated and communicated to our management, including our principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure.

There have been no changes in our internal control over financial reporting during the three months ended March 31, 2018 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II OTHER INFORMATION

### ITEM 1

#### LEGAL PROCEEDINGS

We are a party to a large number of labor claims relating to our Brazilian operations. We have reserved an aggregate of approximately \$5 million as of March 31, 2018 in respect of these claims. These labor claims primarily relate to dismissals, severance, health and safety, work schedules and salary adjustments.

We are currently subject to various other claims and suits arising in the ordinary course of business, including certain environmental proceedings and other commercial claims. We also routinely receive inquiries from regulators and other government authorities relating to various aspects of our business, including with respect to compliance with laws and regulations relating to the environment, and at any given time, we have matters at various stages of resolution with the applicable governmental authorities. The outcomes of these matters are not within our complete control and may not be known for prolonged periods of time. We do not believe that the results of currently known legal proceedings and inquires, even if unfavorable to us, will be material to us. There can be no assurance, however, that such claims, suits or investigations or those arising in the future, whether taken individually or in the aggregate, will not have a material adverse effect on our financial condition or results of operations.

### ITEM 2

#### UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Issuer Purchases of Equity Securities:

<u>(shares in thousands)</u>	<u>Total Number of Shares Purchased</u>	<u>Average Price Paid per Share</u>	<u>Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs</u>	<u>Maximum Number (or Approximate Dollar Value) of Shares That May Yet be Purchased Under the Plans or Programs at End of Period</u>
January 1 – January 31, 2018	—	—	—	3,702 shares
February 1 – February 28, 2018	—	—	—	3,702 shares
March 1 – March 31, 2018	—	—	—	3,702 shares
Total	—	—	—	

On December 12, 2014, the Board of Directors authorized a stock repurchase program permitting the Company to purchase up to 5 million of its outstanding common shares from January 1, 2015 through December 31, 2019. As of March 31, 2018, we have 3.7 million shares available for repurchase under the stock repurchase program.

**ITEM 6**  
**EXHIBITS**

a) Exhibits

Exhibits required by Item 601 of Regulation S-K are listed in the Exhibit Index hereto.

All other items hereunder are omitted because either such item is inapplicable or the response is negative.

**EXHIBIT INDEX**

<b>Number</b>	<b>Description of Exhibit</b>
10.29	<a href="#"><u>Confidential Separation Agreement and General Release dated as of January 2, 2018 between the Company and Diane Frisch</u></a>
10.30	<a href="#"><u>Confidential Separation Agreement and General Release dated as of February 12, 2018 between the Company and Martin Sonntag</u></a>
10.31	<a href="#"><u>Letter of Agreement dated as of January 11, 2018 between the Company and Elizabeth Adefioye</u></a>
10.32	<a href="#"><u>Letter of Agreement dated as of January 31, 2018 between Singapore Pte Ltd. and Valdirene Bastos-Licht, as amended by Addendum dated as of February 23, 2018 and Addendum II dated as of March 23, 2018</u></a>
10.32.1	<a href="#"><u>Letter of Agreement dated as of January 31, 2018 between Singapore Pte Ltd. and Valdirene Bastos-Licht, as amended by Addendum dated as of February 23, 2018</u></a>
10.32.2	<a href="#"><u>Letter of Agreement dated as of January 31, 2018 between Singapore Pte Ltd. and Valdirene Bastos-Licht, as amended by Addendum II dated as of March 23, 2018</u></a>
10.33	<a href="#"><u>Letter of Agreement dated as of January 22, 2018 between the Company and Larry Fernandes</u></a>
10.34	<a href="#"><u>Letter of Agreement dated as of November 28, 2015 between the Company and Ernesto Peres Pousada, Jr.</u></a>
10.35	<a href="#"><u>Employment Agreement dated as of February 1, 2016 between Ingredion Brasil - Ingredientes Industrias LTDA. and Ernesto Peres Pousada, Jr.</u></a>
10.36	<a href="#"><u>Executive Severance and Non-Competition Agreement dated as of February 1, 2016 between Ingredion Brasil - Ingredientes Industrias LTDA. and Ernesto Peres Pousada, Jr.</u></a>
10.37	<a href="#"><u>Offer Letter of Agreement dated as of December 23, 2015 between from the Company and to Pierre Perez y Landazuri</u></a>
10.38	<a href="#"><u>Managing Director Service Agreement dated as of April 15, 2016 between Ingredion Germany GmbH and Pierre Perez y Landazuri</u></a>
31.1	<a href="#"><u>CEO Section 302 Certification Pursuant to the Sarbanes-Oxley Act of 2002</u></a>
31.2	<a href="#"><u>CFO Section 302 Certification Pursuant to the Sarbanes-Oxley Act of 2002</u></a>



- 32.1 [CEO Certification Pursuant to Section 1350 of Chapter 63 of Title 18 of the United States Code as created by the Sarbanes-Oxley Act of 2002](#)
- 32.2 [CFO Certification Pursuant to Section 1350 of Chapter 63 of Title 18 of the United States Code as created by the Sarbanes-Oxley Act of 2002](#)
- 101 The following financial information from Ingredion Incorporated's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2018 formatted in Extensible Business Reporting Language (XBRL): (i) the Condensed Consolidated Statements of Income; (ii) the Condensed Consolidated Statements of Comprehensive Income; (iii) the Condensed Consolidated Balance Sheets; (iv) the Condensed Consolidated Statements of Equity and Redeemable Equity; (v) the Condensed Consolidated Statements of Cash Flows; and (vi) the Notes to the Condensed Consolidated Financial Statements.

**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 thereunto duly authorized.

**INGREDIENTION INCORPORATED**

DATE: May 4, 2018

By /s/ James D. Gray  
James D. Gray  
Executive Vice President and Chief Financial Officer

DATE: May 4, 2018

By /s/ Stephen K. Latreille  
Stephen K. Latreille  
Vice President and Corporate Controller

**CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE**

Diane Frisch ("Executive") and Ingredion Incorporated ("Ingredion" or the "Company") hereby enter into this Confidential Separation Agreement and General Release ("Agreement") and agree as follows:

1. Executive hereby voluntarily resigns from her position as Senior Vice President, Human Resources, and from any and all officer and other positions that she currently or subsequently holds with Ingredion or any of its affiliates, subsidiaries or benefit plans, in each case, effective as of the close of business on March 1, 2018 (such date referred to herein as the "Separation Date," unless the Separation Date is accelerated pursuant to Section 2(e) below). The Company hereby accepts such resignations.

2. Subject to the remainder of this Agreement, and provided that Executive signs and returns this Agreement to the Company within 21 days after her receipt of it, does not revoke this Agreement pursuant to Section 10 below, and complies with its terms:

a. From the date this Agreement becomes effective until the Separation Date (the "Transition Period"), Executive shall remain a Company employee and shall perform such duties consistent with Executive's status as an executive and historical duties with the Company, as Ingredion's Chief Executive Officer ("CEO") or his designee may direct, provided that the Company reserves the right during the Transition Period to direct Executive not to report to its workplace. Executive shall reasonably cooperate with the Company in transitioning her duties and responsibilities to such person(s) as are designated by the Company. Executive agrees that she has not disclosed (other than to members of Executive's immediate family and five (5) other individuals who are not affiliated with the Company) and will not disclose (internally or externally) that she will be separating from the Company prior to the Company's formal announcement of her departure. The Company agrees to consult with Executive in the wording of such internal and external (if any) announcement of Executive's departure.

b. During the Transition Period, the Company will continue to pay Executive her current pro-rated base salary, less required and authorized withholdings and deductions, and Executive will continue to participate in any available Company employee benefit plans and policies in which she currently participates, as in effect or amended from time to time. Executive also shall remain eligible to receive an annual cash incentive bonus with respect to calendar year 2017, subject to the terms and conditions of the Company's Annual Incentive Plan. Executive agrees that she shall not be eligible for, and will not receive, any long-term incentive or equity awards with respect to calendar year 2018. She will continue to earn vacation time during the Transition Period.

c. Provided that Executive also signs and returns to the Company the Supplemental Release attached as Exhibit A to this Agreement (the "Supplemental Release") within 21 days after (but not before) the Separation Date and does not revoke it per its terms and has been and remains in compliance with this Agreement:

(i) Executive shall be entitled to a special severance payment in the gross amount of four hundred and twenty-six thousand, eight hundred and ninety-six dollars (\$426,896) (less required and authorized withholding and deductions), which Executive agrees is equal to one year of her current base salary;

(ii) a special payment of two hundred and seventy-seven thousand dollars (\$277,000) (less required and authorized withholding and deductions), which Executive agrees is equal to her target level cash incentive bonus under the Company's Annual Incentive Plan with respect to calendar year 2018;

(iii) if Executive timely elects to receive continued coverage under the Company's group health care plan pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), Company will pay the full cost of the applicable premium payments for Executive's and her eligible dependents' (if any) continued COBRA coverage under such plan (as in effect or amended from time to time) (the "COBRA Subsidy") for the twelve (12) month period following the Separation Date (such period referred to as the "COBRA Subsidy Period"). Executive shall promptly inform the Company in writing when she obtains or becomes eligible for any such other health care coverage. Executive shall be responsible for the full unsubsidized costs of such COBRA coverage after the COBRA Subsidy Period. Executive will be deemed to receive income attributable to the COBRA Subsidy and shall be responsible for any and all applicable tax liability arising from such benefit;

(iv) retirement outplacement services with Kensington International or a service provider of Executive's choice for a period of six (6) months to be paid to the provider on Executive's behalf at a cost not to exceed eight thousand five hundred dollars (\$8,500), which Executive shall use prior to the twelve (12) month anniversary of the Separation Date; and

(v) Executive will be given the opportunity to purchase the automobile that she currently leases at wholesale terms as determined by the Company.

d. Subject to the terms of this Agreement:

(i) the payment in Section 2(c)(i) will be paid in a lump sum on the first regularly scheduled Company payday following the date by which Executive has signed and returned both this Agreement and the Supplemental Release, and the revocation periods set forth in Section 10 of this Agreement and Section 5 of the Supplemental Release have passed (without any revocation by her), and

(ii) the payment in Section 2(c)(ii) will be paid in two portions as follows: (A) fifty percent (50%) paid no later than March 15, 2018; and (B) fifty percent (50%) paid on the first regularly scheduled payroll date in January 2019.

Executive understands and agrees that she would not otherwise be entitled to the benefits in this Section 2, or to continued employment or pay during the Transition Period, if she did not sign this Agreement (without revoking it). Executive also understands and agrees that her execution of the Supplemental Release within 21 days after (but not before) the Separation Date (without revoking it) is among the conditions precedent to the Company's obligation to provide the payments and benefits under this Section 2.

e. Notwithstanding the above provisions of Sections 1 and 2, the Company may accelerate Executive's Separation Date to (and thus the Transition Period will end on) a date prior to March 1, 2018 designated by the Company if Executive fails to comply with Sections 2(a), 7 or 8 of this Agreement, materially violates Company policy, or engages in other material misconduct (including without limitation theft, fraud, other material dishonesty, or insubordination). In such event, Executive will not be entitled to the payments and benefits under Section 2 of this Agreement and will only be entitled to that portion of the salary and benefits in Section 2(b) that she accrues prior to the accelerated date of termination.

3. Regardless of whether she signs this Agreement and the Supplemental Release, Executive also will receive any earned and unpaid salary and vacation pay through the Separation Date in accordance with Company policy. Except as set forth in this Agreement or as otherwise required by applicable law, Executive's participation in and rights under any Company employee benefit plans and programs (including, without limitation, with respect to any equity awards) will be governed by the terms and conditions of those plans and programs, which plans, programs, terms and conditions may be amended, modified, suspended or terminated by the Company at any time for any or no reason to the extent permitted by law. Executive agrees that the Company and the other Released Parties do not owe her, and she will not receive, any other amounts, including without limitation any salary, bonus, severance, profit-sharing or incentive compensation of any kind, notice or severance pay, equity-based compensation, or other payments or benefits of any kind (including, without limitation, under Executive's March 26, 2010 offer letter, her Executive Severance Agreement or any other company severance policies). Prior to the Separation Date (or earlier if requested by the Company), Executive will return to the Company all documents and other property of the Company and the other Released Parties.

4. "Released Parties" as used in this Agreement includes: (a) the Company and its past, present, and future parents, divisions, subsidiaries, partnerships, affiliates, and other related entities, and (b) each of the foregoing entities' and persons' past, present, and future owners, trustees, fiduciaries, administrators, shareholders, directors, officers, partners, members, associates, agents, employees, and attorneys, and (c) the predecessors, successors and assigns of each of the foregoing persons and entities.

5. Executive, and anyone claiming through Executive or on her behalf, hereby waive and release the Company and the other Released Parties with respect to any and all claims, whether currently known or unknown, that Executive now has or has ever had against the Company or any of the other Released Parties arising from or related to any act, omission, or thing occurring or existing at any time prior to or on the date on which Executive signs this Agreement. Without limiting the generality of the foregoing, the claims waived and released by Executive hereunder include, but are not limited to:

a. all claims arising out of or related in any way to Executive's employment, compensation (including, without limitation, under Executive's March 26, 2010 offer letter and Executive Severance Agreement or other Company severance policies), other terms and conditions of employment, or termination from employment;

b. all claims that were or could have been asserted by Executive or on her behalf: (i) in any federal, state, or local court, commission, or agency; and (ii) under any common law theory (including without limitation all claims for breach of contract (oral, written or implied), wrongful termination, defamation, invasion of privacy, infliction of emotional distress, tortious interference, fraud, estoppel, unjust enrichment, and any other contract, tort or other common law claim of any kind); and

c. all claims that were or could have been asserted by Executive or on her behalf under: (i) the Age Discrimination in Employment Act, as amended; and (ii)] any other federal, state, local, employment, services or other law, regulation, ordinance, constitutional provision, executive order or other source of law, including without limitation under any of the following laws, as amended from time to time: Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981 & 1981a, the Americans with Disabilities Act, the Equal Pay Act, the Employee Retirement Income Security Act, the Lilly Ledbetter Fair Pay Act of 2009, the Family and Medical Leave Act, the Genetic Information Nondiscrimination Act, the Fair Credit Reporting

Notwithstanding the foregoing, the releases and waivers in this Section 5 shall not apply to any claim for unemployment or workers' compensation, or a claim that by law is non-waivable. Executive confirms that she has not filed any legal or other proceeding(s) against any of the Released Parties (subject to Section 12 below), is the sole owner of the claims released herein, has not transferred any such claims to anyone else, and has the full right to grant the releases and agreements in this Agreement. Except as expressly provided in this Agreement, Executive acknowledges and agrees that she is not entitled to and will not receive any other compensation, payments, benefits, or recovery of any kind from the Company or the other Released Parties, including without limitation any bonus, severance, equity or other payments or any amounts under Executive's March 26, 2010 offer letter or Executive Severance Agreement or other company severance policies. In the event of any further proceedings based upon any released matter, none of the Released Parties shall have any further monetary or other obligation of any kind to Executive, and Executive hereby waives any such monetary or other recovery.

6. Except as required by law, Executive will not disclose the existence or terms of this Agreement to anyone except her accountants, attorneys and spouse, and shall ensure that each such person complies with this confidentiality provision, provided that Executive may disclose her obligations under Section 7 to a prospective employer.

7. Executive hereby acknowledges that, by virtue of her unique relationship with the Company, Executive has had and will continue to have access to Confidential Information (as defined below) and unique and comprehensive familiarity with the Company and its business, which Executive would not have otherwise had but for her employment with the Company, and which the Executive acknowledges are valuable assets of the Company and its affiliates. Accordingly, in consideration of the promises and agreements of the Company as provided in this Agreement, Executive agrees to undertake the following obligations, which she acknowledges are reasonably designed to protect the legitimate business interests of the Company and its affiliates, without unreasonably restricting her post-employment opportunities:

a. Executive shall not, for a period through and including March 1, 2028, make use of or disclose, directly or indirectly, any trade secret or other non-public information of the Company or of any of its subsidiaries including without limitation: non-public financial information of strategic importance; information regarding personnel, compensation or Human Resources strategies, programs or other matters; forecasting, marketing, sales, operations and other similar business plans; competitive pricing information and strategies; acquisition, investment or divestiture prospects, plans and activities; research and development strategies and plans; patented or unpatented inventions; non-public information regarding Company employees or the business relationship between the Company and customers and/or suppliers, including information which Executive knows to be the subject of a confidentiality agreement with an employee, customer or supplier; and/or information concerning major capital investments or other purchases of significant equipment or property (collectively, "Confidential Information"). Notwithstanding the foregoing, Confidential Information does not include information that: (a) becomes a matter of public record or is published in a newspaper, magazine or periodical on the internet, or in any other media available to the general public, other than as a result of any breach of this Agreement by Executive, or (b) is provided to Executive by an independent third party after the Separation Date, without that third party breaching confidentiality obligations to the Company or its affiliates, or (c) is required to be disclosed by any law, regulation or order of any court or regulatory commission, department or agency, provided that (subject to Section 12 below) Executive gives prompt notice of such

requirement to the Company (unless prohibited by law) to enable the Company to seek an appropriate protective order.

b. Executive agrees that for a period through and including March 1, 2019 (“Non-Compete Period”), she shall not in any manner, alone or as an officer, director, stockholder, investor or employee of or consultant to any other corporation or enterprise, engage or be engaged, or assist any other person, firm, corporation or enterprise in engaging or being engaged, in any business relationship, with any individual or entity anywhere in the world that develops, produces, manufactures, sells, or distributes starch, sweetener, or other products produced or marketed by Ingredion as of the date hereof, or that could be used as a substitute for such products including, but not limited to, Corn, Tapioca, Manioc, Yucca, Rice or Potato starches, flours, syrups, and sweeteners; Dextrose, Stevia-based or other high intensity sweeteners, Glucose, Polyols, HFCS, High Maltose syrup, and Maltodextrin sweeteners; Corn oil; Gluten protein; Caramel Color; Hydrocolloids; Fruit and vegetable concentrates, extracts, purees, essences, distillates and pomace; and specifically including but not limited to the following entities that manufacture such or similar products: ADM, Bunge, Cargill, Roquette, Avebe, and Tate & Lyle, including joint ventures, subsidiaries or divisions thereof or any entity which succeeds to the relevant business. Notwithstanding any provision to the contrary, it shall not be a violation of this Agreement for Executive to be or become the registered or beneficial owner of less than 5% of any class of securities listed on any stock exchange, in any business or corporation which is included in the scope of this Section 7(b).

c. Executive further agrees that for a period through and including March 1, 2019 she shall not, directly or indirectly, on her own behalf or on the behalf of any third party, solicit, hire or recruit employees of the Company or any of its subsidiaries on her own behalf or on the behalf of any third party, or induce or encourage employees, consultants or independent contractors to end their relationship with the Company or any of its subsidiaries.

d. Executive acknowledges and agrees that the provisions in this Section 7 are, reasonable, necessary and appropriate to protect the Company’s and its affiliates’ legitimate business interests. The parties hereto agree that the Company and its subsidiaries would be damaged irreparably in the event that any provision of this Section 7 were otherwise breached and that money damages would be an inadequate remedy for any such nonperformance or breach. Accordingly, the Company and its successors and permitted assigns shall be entitled to seek, in addition to other rights and remedies existing in their favor, to an injunction or injunctions to prevent any breach or threatened breach of any of such provisions and to enforce such provisions specifically (without limiting any other rights or remedies or the Company or its affiliates). Executive further agrees that, notwithstanding any other provision herein, and without limiting the foregoing provisions of this Section 7(d) or any other available remedy, upon any breach by her of any provision of Section 7 of this Agreement, she shall promptly repay to the Company (but in no event later than seven (7) days following the date on which such breach is discovered) any and all amounts paid to Executive under Section 2(c) prior to the discovery of such breach, and she will not be eligible for any remaining amounts thereunder. Nothing herein shall, or is intended to, in any way limit or restrict the damages or other relief that the Company and its affiliates may seek and recover in the event of a breach by Executive of any provision of this Agreement.

e. Executive agrees to inform the Company of any offer of employment or consulting engagement she obtains during the Non-Compete Period, within three (3) business days after receiving such offer. If, prior to the expiration of the Non-Compete Period, Executive would like to become employed by or otherwise participate in any business or other activity that she believes may violate the restrictive covenants, Executive may request that the Company waive or limit its rights under the restrictive covenants as they pertain to the particular

opportunity. Executive will provide her request to the Company's General Counsel in writing, and will provide sufficient detail of the particular opportunity to allow the Company to evaluate her request. The Company agrees that it will use reasonable efforts to respond to any request within ten business days, but failure to do so shall not be deemed a waiver.

f. The parties agree that in the event any of the prohibitions or restrictions set forth in this Section 7 are found by a court of competent jurisdiction to be unreasonable or otherwise unenforceable, it is the purpose and intent of the parties that any such prohibitions or restrictions be deemed modified or limited so that, as modified or limited, such prohibitions or restrictions may be enforced to the fullest extent possible.

8. Executive shall refrain from all conduct, verbal or otherwise, that disparages or damages the reputation, goodwill, or standing in the community of the Company or any of the other Released Parties (subject to Section 12 below), provided that nothing herein shall prohibit Executive from giving truthful testimony or evidence to a governmental entity, or if properly subpoenaed or otherwise required to do so under applicable law. The Executive Officers of the Company (for as long as they respectively remain employed by the Company) shall refrain from all conduct, verbal or otherwise, that disparages or damages the reputation, goodwill, or standing in the community of the Executive, provided that nothing herein shall prohibit the Executive Officers of the Company from giving truthful testimony or evidence to a governmental entity, or if properly subpoenaed or otherwise required to do so under applicable law. For purposes of this paragraph, the term "Executive Officers" shall refer to those individuals who are Section 16 reporting officers of the Company as of the date Executive executes this Agreement. Executive agrees that she has no present or future right to employment with the Company or any of the other Released Parties (defined above) and will not apply for employment or engagement with any of them.

9. Nothing in this Agreement is intended to or shall be construed as an admission by the Company or any of the other Released Parties that any of them violated any law, breached any obligation or otherwise engaged in any improper or illegal conduct with respect to Executive or otherwise. The Released Parties expressly deny any such illegal or wrongful conduct.

**10. EXECUTIVE UNDERSTANDS AND AGREES THAT: (A) THIS IS THE FULL AND FINAL RELEASE OF ALL CLAIMS AGAINST THE RELEASED PARTIES THROUGH THE DATE SHE SIGNS THIS AGREEMENT; (B) SHE KNOWINGLY AND VOLUNTARILY RELEASES CLAIMS HEREUNDER FOR VALUABLE CONSIDERATION; (C) SHE HEREBY IS AND HAS BEEN ADVISED OF HER RIGHT TO HAVE HER ATTORNEY REVIEW THIS AGREEMENT (AT HER COST) BEFORE SIGNING IT; (D) SHE HAS 21 DAYS TO CONSIDER WHETHER TO SIGN THIS AGREEMENT; AND (E) SHE MAY, AT HER SOLE OPTION, REVOKE THIS AGREEMENT UPON WRITTEN NOTICE DELIVERED TO INGREDION INCORPORATED, ATTN: GENERAL COUNSEL, 5 WESTBROOK CORPORATE CENTER, WESTCHESTER, ILLINOIS 60154, WITHIN 7 DAYS AFTER SIGNING IT. THIS AGREEMENT WILL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THIS 7-DAY PERIOD HAS EXPIRED AND WILL BE VOID IF EXECUTIVE REVOKES IT WITHIN SUCH PERIOD. EXECUTIVE AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL UP TO 21 CALENDAR DAY CONSIDERATION PERIOD.**

11. Following the Separation Date, and except as otherwise provided in Section 12, Executive shall cooperate fully in any administrative, investigative, litigation or other legal matter(s) that may arise or have arisen involving the Company or any of the other Released Parties and which in any way relate to or involve Executive's employment with, or duties for, the



Company. Executive's obligation to cooperate hereunder shall include, without limitation, meeting and conferring with such persons at such times and in such places as the Company and the other Released Parties may reasonably require, and giving truthful evidence and truthful testimony and executing and delivering to the Company and any of the other Released Parties any truthful papers reasonably requested by any of them. Executive shall also provide reasonable cooperation in connection with transitioning other Human Resources matters that may arise during the one year period after her Separation Date. Executive shall be reimbursed for reasonable actual out-of-pocket expenses that Executive incurs in rendering cooperation after the Separation Date pursuant to this Section 11, other than expenses of a minimal nature such as for domestic telephone calls.

12. Notwithstanding anything to the contrary herein, this Agreement does not prohibit either party, where applicable, from confidentially or otherwise communicating or filing a charge or complaint with a governmental or regulatory entity, participating in a governmental or regulatory entity investigation, or giving truthful testimony or statements or other disclosures to a federal, state or local governmental or regulatory entity, in each case without having to disclose any such conduct to the other party, or from responding if properly subpoenaed or otherwise required to do so under applicable law. Nothing in this Agreement shall limit Executive's ability to disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. To the extent permitted by law, Executive agrees that if any claim is made based on any matter released herein, Executive hereby waives, and agrees that Executive shall not be entitled to recover and the Released Parties shall not be liable for, any further monetary or other relief arising out of or related to any such matter, for any actual or alleged personal injury or damages to Executive, including without limitation any costs, expenses and attorneys' fees incurred by or on behalf of Executive (it being understood, however, that this Agreement does not limit Executive's right to receive an award from a governmental or regulatory entity for information provided to such an entity, and not as compensation for actual or alleged personal injury or damages to Executive).

13. All notices, requests or other communications provided for in this Agreement shall be made, if to the Company, to Company's General Counsel, Ingredion Incorporated, 5 Westbrook Corporate Center, Westchester, Illinois 60154, and if to Executive, to Executive's last home address on file with Company in writing. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed given when (a) delivered by overnight courier, or (b) sent by e:mail.

14. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under applicable law or rule in any jurisdiction (after any appropriate modification or limitation pursuant to Section 7(f)), such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement or the validity, legality or enforceability of such provision in any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein

15. This Agreement shall be enforceable by Executive and her heirs, executors, administrators and legal representatives, and by the Company and its successors and assigns. This Agreement may be assigned or transferred by the Company to, and shall inure to the benefit of, any affiliate of the Company or any person which at any time, whether by merger, purchase, or otherwise, acquires all or substantially all of the assets, stock or business of the Company or of any discrete portion thereof.

16. This Agreement embodies the entire agreement of the parties regarding the matters described herein and supersedes any and all prior and/or contemporaneous agreements, oral or written, between the parties regarding such matters, provided that nothing in this Agreement shall limit or release Executive from any other obligation regarding confidentiality, intellectual or other property, or post-employment competitive activities that Executive has or may have to the Company or any of its affiliates. Notwithstanding the foregoing and any other language in this Agreement, this Agreement does not supersede or preclude the enforceability of any restrictive covenant provision contained in any prior agreement entered into by Executive, and no prior restrictive covenant supersedes or precludes the enforceability of any provision contained in this Agreement. Executive confirms that, in executing this Agreement, she is not relying upon, and has not relied upon, any representation or statement not set forth in this Agreement made by the Company or any of its affiliates or their respective employees or representatives with respect to the matters set forth herein.

17. This Agreement is governed by the internal laws of the State of Illinois, and may be modified only by a writing signed by all parties (subject to Section 7(f) above). Sections 4 through 19 of this Agreement shall survive and continue in full force and effect in accordance with their respective terms, notwithstanding any termination of the Transition Period or the Executive's employment.

18. It is intended that any amounts payable under this Agreement will be exempt from or comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the treasury regulations relating thereto, and this Agreement shall be interpreted and construed accordingly. Notwithstanding any other provision in this Agreement, if Executive is a "specified employee" as of the date of Executive's "separation from service," each as defined in Section 409A of the Code, then to the extent any amount payable to Executive (a) constitutes the payment of nonqualified deferred compensation within the meaning of Section 409A of the Code, (b) is payable upon Executive's separation from service and (c) under the terms of this Agreement would be payable prior to the six-month anniversary of Executive's separation from service, such payment shall be delayed until the earlier to occur of (x) the first day of the seventh month following Executive's separation from service or (y) the date of the Executive's death. Any reimbursement payable to Executive pursuant to this Agreement shall in no event be paid later than the last day of the calendar year following the calendar year in which the Executive incurred the reimbursable expense. Any amount of expenses eligible for reimbursement or in-kind benefit provided during a calendar year shall not affect the amount of expenses eligible for reimbursement or in-kind benefit to be provided during any other calendar year. The right to reimbursement or to an in-kind benefit pursuant to this Agreement shall not be subject to liquidation or exchange for any other benefit.

19. This Agreement may be executed in two counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

**THE PARTIES STATE THAT THEY HAVE READ THE FOREGOING,  
UNDERSTAND EACH OF ITS TERMS, AND INTEND TO BE BOUND THEREBY:**

**DIANE FRISCH**

**INGREDION INCORPORATED**

By: /s/ Diane Frisch

By: /s/ Christine M. Castellano  
Christine M. Castellano  
Senior Vice President, General Counsel

Date: January 2, 2018

Date: January 2, 2018

**EXHIBIT A -- SUPPLEMENTAL RELEASE**

Diane Frisch ("Executive") and Ingredion Incorporated ("Company") hereby enter into this Supplemental Release ("Release") in accordance with the Confidential Separation Agreement and General Release between Company and Executive dated as of \_\_\_\_\_, \_\_\_\_\_ (the "Agreement"). Capitalized terms not expressly defined in this Release shall have the meanings set forth in the Agreement:

1. Executive understands and agrees that Executive's execution of this Release within 21 days after (but not before) the Separation Date (without revoking it) is among the conditions precedent to the Company's obligation to provide the payments and other benefits in Section 2 of the Agreement. The Company will provide such benefits in accordance with the terms of the Agreement once the conditions set forth therein and in this Release have been met.

2. "Released Parties" as used in this Release includes: (a) the Company and its past, present, and future parents, divisions, subsidiaries, partnerships, affiliates, and other related entities; (b) each of the foregoing entities' and persons' past, present, and future owners, trustees, fiduciaries, administrators, shareholders, directors, officers, partners, members, associates, agents, employees, and attorneys; and (c) the predecessors, successors and assigns of each of the foregoing persons and entities.

3. Executive, and anyone claiming through her or on her behalf, hereby waive and release the Company and the other Released Parties with respect to any and all claims, whether currently known or unknown, that Executive now has or has ever had against the Company or any of the other Released Parties arising from or related to any act, omission, or thing occurring or existing at any time prior to or on the date on which she signs this Release. Without limiting the foregoing, the claims waived and released by Executive hereunder include, but are not limited to, all claims under the Age Discrimination in Employment Act; all claims under any other federal, state, local, employment, services or other law, regulation, ordinance, constitutional provision, executive order or other source of law; all claims arising out of Executive's employment, compensation, other terms and conditions of employment, or termination from employment; all claims for employment discrimination, harassment, retaliation and failure to accommodate; and all contract, tort and other common law claims, including without limitation all claims for breach of contract (oral, written or implied), wrongful termination, defamation, invasion of privacy, infliction of emotional distress, tortious interference, fraud, estoppel and unjust enrichment. Notwithstanding the foregoing, the releases and waivers in this Section 3 shall not apply to any claim for unemployment or workers' compensation, or a claim that by law is non-waivable.

4. Executive confirms that Executive has not filed any legal or other proceeding(s) against any of the Released Parties (subject to Section 6 below), is the sole owner of and has not transferred the claims released herein, and has the full right to grant the releases and agreements in this Release. To the extent permitted by law, Executive agrees that if any claim is made based on any matter released herein, Executive hereby waives, and agrees that Executive shall not be entitled to recover and the Released Parties shall not be liable for, any further monetary or other relief arising out of or related to any such matter, for any actual or alleged personal injury or damages to Executive, including without limitation any costs, expenses and attorneys' fees incurred by or on behalf of Executive (it being understood, however, that this Release does not limit Executive's right to receive an award from a governmental or regulatory entity for information provided to such an entity, and not as compensation for actual or alleged personal injury or damages to Executive).

**5. EXECUTIVE UNDERSTANDS AND AGREES THAT: (A) THIS IS THE FULL AND FINAL RELEASE OF ALL CLAIMS AGAINST THE RELEASED PARTIES THROUGH THE DATE SHE SIGNS THIS RELEASE; (B) SHE KNOWINGLY AND**

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**VOLUNTARILY RELEASES CLAIMS HEREUNDER FOR VALUABLE CONSIDERATION; (C) SHE HEREBY IS AND HAS BEEN ADVISED OF HER RIGHT TO HAVE HER ATTORNEY REVIEW THIS RELEASE (AT HER COST) BEFORE SIGNING IT; (D) SHE HAS 21 DAYS TO CONSIDER WHETHER TO SIGN THIS RELEASE; AND (E) SHE MAY, AT HER SOLE OPTION, REVOKE THIS RELEASE UPON WRITTEN NOTICE DELIVERED TO INGREDION INCORPORATED, ATTN: GENERAL COUNSEL, 5 WESTBROOK CORPORATE CENTER, WESTCHESTER, ILLINOIS 60154, WITHIN 7 DAYS AFTER SIGNING IT. THIS RELEASE WILL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THIS 7-DAY PERIOD HAS EXPIRED AND WILL BE VOID IF EXECUTIVE REVOKES IT WITHIN SUCH PERIOD. EXECUTIVE AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS RELEASE, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL UP TO 21 CALENDAR DAY CONSIDERATION PERIOD.**

6. Except as required by law, Executive will not disclose the existence or terms of this Release to anyone except Executive's accountants, attorneys and spouse, provided that each such person shall be bound by this confidentiality provision and Executive shall ensure such confidentiality. Nothing in this Release is intended to or shall be construed as an admission by any of the Released Parties that any of them violated any law, breached any obligation or otherwise engaged in any improper or illegal conduct with respect to Executive or otherwise. The Released Parties expressly deny any such illegal or wrongful conduct. Notwithstanding anything to the contrary herein, this Release does not prohibit either party, where applicable, from confidentially or otherwise communicating or filing a charge or complaint with a governmental or regulatory entity, participating in a governmental or regulatory entity investigation, or giving truthful testimony or statements or other disclosures to a federal, state or local governmental or regulatory entity, in each case without having to disclose any such conduct to the other party, or from responding if properly subpoenaed or otherwise required to do so under applicable law.

7. This Release and the Agreement are the entire agreement of the parties regarding the matters described in such agreements and supersede any and all prior and/or contemporaneous agreements, oral or written, between the parties regarding such matters. This Release is governed by Illinois law, may be signed in counterparts, and may be modified only by a writing signed by all parties.

**THE PARTIES STATE THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING AND KNOWINGLY AND VOLUNTARILY INTEND TO BE BOUND THERETO:**

**DIANE FRISCH**

**INGREDION INCORPORATED**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Christine M. Castellano  
Senior Vice President, General Counsel

Date: \_\_\_\_\_

Date: January 2, 2018

**CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE**

Martin Sonntag, a German citizen employed by Ingredion Incorporated in Westchester, Illinois, U.S.A. (“Executive”) and Ingredion Incorporated (“Ingredion” or the “Company”) hereby enter into this Confidential Separation Agreement and General Release (“Agreement”) and agree as follows:

1. Executive hereby voluntarily resigns from his position as Senior Vice President, Strategy and Global Business Development, and from any and all officer and other positions that he currently or subsequently holds with Ingredion or any of its affiliates, subsidiaries or benefit plans, in each case, effective as of the close of business on April 30, 2018 (such date referred to herein as the “Separation Date,” unless the Separation Date is accelerated pursuant to Section 2(e) below). The Company hereby accepts such resignations. Executive will execute any further documents necessary to effect the resignations from any and all positions that he holds with any affiliate or subsidiary of Ingredion.

2. Subject to the remainder of this Agreement, and provided that Executive signs and returns this Agreement to the Company within 21 days after his receipt of it, does not revoke this Agreement pursuant to Section 10 below, and complies with its terms:

a. From the date this Agreement becomes effective until the Separation Date (the “Transition Period”), Executive shall remain a Company employee and shall perform such duties consistent with Executive’s status as an executive and historical duties with the Company, as Ingredion’s Chief Executive Officer (“CEO”) or his designee may direct, provided that Employee’s last day in the office shall be February 2, 2018. Executive shall reasonably cooperate with the Company in transitioning his duties and responsibilities to such person(s) as are designated by the Company. Executive agrees that he has not disclosed and will not disclose (internally or externally) that he will be separating from the Company prior to the Company’s formal announcement of his departure. The Company agrees to consult with Executive in the wording of such internal and external (if any) announcement of Executive’s departure.

b. During the Transition Period, the Company will continue to pay Executive his current pro-rated base salary, less required and authorized withholdings and deductions, and Executive will continue to participate in any available Company employee benefit plans and policies in which he currently participates, as in effect or amended from time to time. Executive also shall remain eligible to receive an annual cash incentive bonus with respect to calendar year 2017, subject to the terms and conditions of the Company’s Annual Incentive Plan. Executive agrees that he shall not be eligible for, and will not receive, any long-term incentive or equity awards with respect to calendar year 2018. He will continue to earn vacation time during the Transition Period.

c. Provided that Executive also signs and returns to the Company the Supplemental Release attached as Exhibit A to this Agreement (the “Supplemental Release”) within 21 days after (but not before) the Separation Date and does not revoke it per its terms and has been and remains in compliance with this Agreement:

(i) Executive shall be entitled to a special severance payment in the gross amount of three hundred and twenty-five thousand dollars (\$325,000.00) (less required

and authorized withholding and deductions), which Executive agrees is equal to one year of his current base salary;

(ii) a special payment of forty-two thousand dollars (\$42,000) (less required and authorized withholding and deductions), which Executive agrees is equal to a pro-rated portion of his target level cash incentive bonus under the Company's Annual Incentive Plan with respect to calendar year 2018;

(iii) if Executive is eligible and timely elects to receive continued coverage under the Company's group health care plan pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company will pay the full cost of the applicable premium payments for Executive's and his eligible dependents' (if any) continued COBRA coverage under such plan (as in effect or amended from time to time) (the "COBRA Subsidy") for the twelve (12) month period following the Separation Date (such period referred to as the "COBRA Subsidy Period"). If Executive elects not to be covered under COBRA for any portion of the twelve (12) months, the Company shall pay to Executive the cash equivalent of the COBRA premium payments for the remaining time period. Executive shall promptly inform the Company in writing if he wishes to receive the cash payment in lieu of the COBRA premium payments. Executive shall be responsible for the full unsubsidized costs of such COBRA coverage after the COBRA Subsidy Period. Executive will be deemed to receive income attributable to the COBRA Subsidy and shall be responsible for any and all applicable tax liability arising from such benefit;

(iv) a lump sum payment of ninety thousand dollars (\$90,000.00) for repatriation of Executive and his spouse to Germany;

(v) at Executive's option, Executive's required income tax returns for the 2017 and 2018 tax years will be prepared by Ingredion Incorporated's designated tax services provider (currently Deloitte Tax LLP) at the Company's expense. Executive will be continue to be solely responsible for complying with any and all applicable income, social or local income tax regulations in the U.S., Germany and in any other countries where he is required to pay taxes, and for payment of any taxes owed. If Executive chooses to use the services of another provider for tax matters, this will be at Executive's own expense;

(vi) Outplacement services with a service provider of Executive's choice to be paid to the provider on Executive's behalf at a cost not to exceed eight thousand hundred dollars (\$8,000), provided that the selected provider submits a full and final invoice within six (6) months of the Separation Date;

(vii) A lump sum payment of ten thousand dollars (\$10,000) paid to The Bellows Law Group, Executive's attorney, for legal fees incurred in connection with this Agreement; and,

(viii) Executive will be given the opportunity to purchase the automobile that he currently leases at wholesale terms as determined by the Company. Executive may continue to use the automobile under the same procedures, including reimbursement of ordinary and reasonable expenses relating to the automobile, existing as of the date of this Agreement, through and including April 30, 2018.

d. Subject to the terms of this Agreement:

(i) the payment in Section 2(c)(i) and (iv) will be paid in a lump sum on the first regularly scheduled Company payday following the date by which Executive has

signed and returned both this Agreement and the Supplemental Release, and the revocation periods set forth in Section 10 of this Agreement and Section 5 of the Supplemental Release have passed (without any revocation by him), and

(ii) the payment in Section 2(c)(ii) will be paid in two portions as follows: (A) fifty percent (50%) paid no later than March 15, 2018; and (B) fifty percent (50%) paid on the first regularly scheduled payroll date in January 2019.

Executive understands and agrees that he would not otherwise be entitled to the benefits in this Section 2, or to continued employment or pay during the Transition Period, if he did not sign this Agreement (without revoking it). Executive also understands and agrees that his execution of the Supplemental Release within 21 days after (but not before) the Separation Date (without revoking it) is among the conditions precedent to the Company's obligation to provide the payments and benefits under this Section 2.

e. Notwithstanding the above provisions of Sections 1 and 2, the Company may accelerate Executive's Separation Date to (and thus the Transition Period will end on) a date prior to March 1, 2018 designated by the Company if Executive fails to comply with Sections 2(a), 7 or 8 of this Agreement, materially violates Company policy, or engages in other material misconduct (including without limitation theft, fraud, other material dishonesty, or insubordination). In such event, Executive will not be entitled to the payments and benefits under Section 2 of this Agreement and will only be entitled to that portion of the salary and benefits in Section 2(b) that he accrues prior to the accelerated date of termination.

3. Regardless of whether he signs this Agreement and the Supplemental Release, Executive also will receive any earned and unpaid salary and vacation pay through the Separation Date in accordance with Company policy. Except as set forth in this Agreement or as otherwise required by applicable law, Executive's participation in and rights under any Company employee benefit plans and programs (including, without limitation, with respect to any equity awards) will be governed by the terms and conditions of those plans and programs, which plans, programs, terms and conditions may be amended, modified, suspended or terminated by the Company at any time for any or no reason to the extent permitted by law. Executive agrees that the Company and the other Released Parties do not owe him, and he will not receive, any other amounts, including without limitation any salary, bonus, severance, profit-sharing or incentive compensation of any kind, notice or severance pay, equity-based compensation, or other payments or benefits of any kind (including, without limitation, under Executive's September 30, 2015 offer letter (and any schedules thereto) (the "Offer Letter"); his the Confidentiality and Non-Compete Agreement dated February 1, 2014 between Executive and Ingredion Germany GmbH ("Ingredion Germany") and Managing Director Service Agreement between Executive and Ingredion Germany effective February 1, 2014 (collectively, the "German Employment Agreements"); his Executive Severance Agreement with the Company dated September 30, 2015 (the "Executive Severance Agreement"); or any other company severance policies). Prior to the Separation Date (or earlier if requested by the Company), Executive will return to the Company all documents and other property of the Company and the other Released Parties. Executive further agrees that he is solely responsible for obtaining any visas or other authorizations as necessary for him and his family to remain and/or perform services in the United States after the Separation Date.

4. "Released Parties" as used in this Agreement includes: (a) the Company and its past, present, and future parents, divisions, subsidiaries, partnerships, affiliates, and other related entities, including but not limited to Ingredion Germany, and (b) each of the foregoing entities' and persons' past, present, and future owners, trustees, fiduciaries, administrators, shareholders, directors, officers, partners, members, associates, agents, employees, and

attorneys, and (c) the predecessors, successors and assigns of each of the foregoing persons and entities.

5. Executive, and anyone claiming through Executive or on his behalf, hereby waive and release the Company and the other Released Parties with respect to any and all claims, whether currently known or unknown, that Executive now has or has ever had against the Company or any of the other Released Parties arising from or related to any act, omission, or thing occurring or existing at any time prior to or on the date on which Executive signs this Agreement. Without limiting the generality of the foregoing, the claims waived and released by Executive hereunder include, but are not limited to:

a. all claims arising out of or related in any way to Executive's employment, compensation (including, without limitation, under Executive's Offer Letter, the German Employment Agreements, his Executive Severance Agreement or other Company severance policies), other terms and conditions of employment, or termination from employment;

b. all claims that were or could have been asserted by Executive or on his behalf: (i) in any federal, state, or local court, commission, or agency; and (ii) under any common law theory (including without limitation all claims for breach of contract (oral, written or implied), wrongful termination, defamation, invasion of privacy, infliction of emotional distress, tortious interference, fraud, estoppel, unjust enrichment, and any other contract, tort or other common law claim of any kind); and

c. all claims that were or could have been asserted by Executive or on his behalf under: (i) the Age Discrimination in Employment Act, as amended; and (ii) any other federal, state, local, employment, services or other law, regulation, ordinance, constitutional provision, executive order or other source of law, including without limitation under any of the following laws, as amended from time to time: Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981 & 1981a, the Americans with Disabilities Act, the Equal Pay Act, the Employee Retirement Income Security Act, the Lilly Ledbetter Fair Pay Act of 2009, the Family and Medical Leave Act, the Genetic Information Nondiscrimination Act, the Fair Credit Reporting Act, the Illinois Human Rights Act, the Illinois Equal Pay Act, and the Chicago and Cook County Human Rights Ordinances.

Notwithstanding the foregoing, the releases and waivers in this Section 5 shall not apply to any claim for unemployment or workers' compensation, or a claim that by law is non-waivable. Executive confirms that he has not filed any legal or other proceeding(s) against any of the Released Parties (subject to Section 12 below), is the sole owner of the claims released herein, has not transferred any such claims to anyone else, and has the full right to grant the releases and agreements in this Agreement. Except as expressly provided in this Agreement, Executive acknowledges and agrees that he is not entitled to and will not receive any other compensation, payments, benefits, or recovery of any kind from the Company or the other Released Parties, including without limitation any bonus, severance, equity or other payments or any amounts under the Offer Letter, the German Employment Agreements, Executive Severance Agreement, or other company severance policies. In the event of any further proceedings based upon any released matter, none of the Released Parties shall have any further monetary or other obligation of any kind to Executive, and Executive hereby waives any such monetary or other recovery. As of the date of execution of this Agreement, the Company and the Released Parties do not have any known claims against the Executive.

Notwithstanding the foregoing or anything else contained in this Agreement, this release shall not affect any right Executive may have to indemnification from the Company as set forth in the



Company's By-Laws or any vested benefits to which the Executive is already entitled as of the date of execution of this Agreement, pursuant to the terms of the relevant plan documents.

6. Except as required by law and until public disclosure of this document is made by the Company, Executive will not disclose the existence or terms of this Agreement to anyone except his accountants, attorneys and spouse, and shall ensure that each such person complies with this confidentiality provision, provided that Executive may disclose his obligations under Section 7 to a prospective employer.

7. Executive hereby acknowledges that, by virtue of his unique relationship with the Company, Executive has had and will continue to have access to Confidential Information (as defined below) and unique and comprehensive familiarity with the Company and its business, which Executive would not have otherwise had but for his employment with the Company, and which the Executive acknowledges are valuable assets of the Company and its affiliates. Accordingly, in consideration of the promises and agreements of the Company as provided in this Agreement, Executive agrees to undertake the following obligations, which he acknowledges are reasonably designed to protect the legitimate business interests of the Company and its affiliates, without unreasonably restricting his post-employment opportunities:

a. Executive shall not, for a period through and including March 1, 2028, make use of or disclose, directly or indirectly, any trade secret or other non-public information of the Company or of any of its subsidiaries including without limitation: non-public financial information of strategic importance; information regarding acquisition or growth strategies, targets, assets, customers or go-to-market activities or business development matters; forecasting, marketing, sales, operations and other similar business plans; competitive pricing information and strategies; acquisition, investment or divestiture prospects, plans and activities; research and development strategies and plans; patented or unpatented inventions; non-public information regarding Company employees or the business relationship between the Company and customers and/or suppliers, including information which Executive knows to be the subject of a confidentiality agreement with an employee, customer or supplier; and/or information concerning major capital investments or other purchases of significant equipment or property (collectively, "Confidential Information"). Notwithstanding the foregoing, Confidential Information does not include information that: (a) becomes a matter of public record or is published in a newspaper, magazine or periodical on the internet, or in any other media available to the general public, other than as a result of any breach of this Agreement by Executive, or (b) is provided to Executive by an independent third party after the Separation Date, without that third party breaching confidentiality obligations to the Company or its affiliates, or (c) is required to be disclosed by any law, regulation or order of any court or regulatory commission, department or agency, provided that (subject to Section 12 below) Executive gives prompt notice of such requirement to the Company (unless prohibited by law) to enable the Company to seek an appropriate protective order.

b. Executive agrees that for a period through and including March 1, 2019 ("Non-Compete Period"), he shall not in any manner, alone or as an officer, director, stockholder, investor or employee of or consultant to any other corporation or enterprise, engage or be engaged, or assist any other person, firm, corporation or enterprise in engaging or being engaged, in any business relationship, with any individual or entity anywhere in the world that develops, produces, manufactures, sells, or distributes starch, sweetener, or other products produced or marketed by Ingredion as of the date hereof, or that could be used as a substitute for such products including, but not limited to, Corn, Tapioca, Manioc, Yucca, Rice or Potato starches, flours, syrups, and sweeteners; Dextrose, Stevia-based or other high intensity sweeteners, Glucose, Polyols, HFCS, High Maltose syrup, and Maltodextrin sweeteners; Corn oil; Gluten protein; Caramel Color; Hydrocolloids (excluding cellulose, but expressly including

gum arabic, guar gum, xanthan and other products sold by TIC Gums as of the date of this Agreement); Pulse and Pea Based Proteins, including flours, concentrates and isolates; and specifically including but not limited to the following entities that manufacture such or similar products: ADM, Bunge, Cargill, Roquette, Avebe, and Tate & Lyle, including joint ventures, subsidiaries or divisions thereof or any entity which succeeds to the relevant business; or with an individual or entity which directly competes with the business of Kerr Concentrates in the United States, as that business exists on the date of this Agreement. Notwithstanding any provision to the contrary, it would not be a violation of this Agreement if Executive accepts employment or a consulting relationship with a division of a multi-billion dollar company (other than those companies expressly identified in this Agreement) if that division is not engaged and does not engage during the Non-Compete Period, in any of the activities set forth herein. Further, it shall not be a violation of this Agreement for Executive to be or become the registered or beneficial owner of less than 5% of any class of securities listed on any stock exchange, in any business or corporation which is included in the scope of this Section 7(b).

c. Executive further agrees that for a period through and including May 1, 2019 he shall not, directly or indirectly, on his own behalf or on the behalf of any third party, solicit, hire or recruit employees of the Company or any of its subsidiaries, or induce or encourage employees, consultants, independent contractors or third parties with whom he has come into contact through his employment with Ingredion or its affiliates, to end their relationship with the Company or any of its subsidiaries.

d. Executive acknowledges and agrees that the provisions in this Section 7 are, reasonable, necessary and appropriate to protect the Company's and its affiliates' legitimate business interests. The parties hereto agree that the Company and its subsidiaries may be damaged irreparably in the event that any provision of this Section 7 were otherwise breached and that money damages may be an inadequate remedy for any such nonperformance or breach. Accordingly, the Company and its successors and permitted assigns shall be entitled to seek, in addition to other rights and remedies existing in their favor, to an injunction or injunctions to prevent any breach or threatened breach of any of such provisions and to enforce such provisions specifically (without limiting any other rights or remedies or the Company or its affiliates). Executive further agrees that, notwithstanding any other provision herein, and without limiting the foregoing provisions of this Section 7(d) or any other available remedy, upon the nonappealable finding by a court of competent jurisdiction that the Executive has breached any provision of Section 7 of this Agreement, he shall promptly pay to the Company any damages awarded by the court, and he will not eligible for any remaining amounts thereunder. Nothing herein shall, or is intended to, in any way limit or restrict the damages or other relief that the Company and its affiliates may seek and recover in the event of a breach by Executive of any provision of this Agreement.

e. Executive agrees to inform the Company of any offer of employment or consulting engagement he obtains during the Non-Compete Period, within three (3) business days after receiving such offer. If, prior to the expiration of the Non-Compete Period, Executive would like to become employed by or otherwise participate in any business or other activity that he believes may violate the restrictive covenants, Executive may request that the Company waive or limit its rights under the restrictive covenants as they pertain to the particular opportunity. Executive will provide his request to the Company's Senior Vice President, General Counsel, in writing, and will provide sufficient detail of the particular opportunity to allow the Company to evaluate his request. The Company agrees that it will use reasonable efforts to respond to any request within ten business days, but failure to do so shall not be deemed a waiver.

f. The parties agree that in the event any of the prohibitions or restrictions set forth in this Section 7 are found by a court of competent jurisdiction to be unreasonable or otherwise unenforceable, it is the purpose and intent of the parties that any such prohibitions or restrictions be deemed modified or limited so that, as modified or limited, such prohibitions or restrictions may be enforced to the fullest extent possible.

8. Executive shall refrain from all conduct, verbal or otherwise, that disparages or damages the reputation, goodwill, or standing in the community of the Company or any of the other Released Parties (subject to Section 12 below), provided that nothing herein shall prohibit Executive from giving truthful testimony or evidence to a governmental entity, or if properly subpoenaed or otherwise required to do so under applicable law. The Executive Officers of the Company (for as long as they respectively remain employed by the Company) shall refrain from all conduct, verbal or otherwise, that disparages or damages the reputation, goodwill, or standing in the community of the Executive, provided that nothing herein shall prohibit the Executive Officers of the Company from giving truthful testimony or evidence to a governmental entity, or if properly subpoenaed or otherwise required to do so under applicable law. For purposes of this paragraph, the term "Executive Officers" shall refer to those individuals who are Section 16 reporting officers of the Company as of the date Executive executes this Agreement. Executive agrees that he has no present or future right to employment with the Company or any of the other Released Parties (defined above) and will not apply for employment or engagement with any of them.

9. Nothing in this Agreement is intended to or shall be construed as an admission by the Company or any of the other Released Parties that any of them violated any law, breached any obligation or otherwise engaged in any improper or illegal conduct with respect to Executive or otherwise. The Released Parties expressly deny any such illegal or wrongful conduct.

**10. EXECUTIVE UNDERSTANDS AND AGREES THAT: (A) THIS IS THE FULL AND FINAL RELEASE OF ALL CLAIMS AGAINST THE RELEASED PARTIES THROUGH THE DATE HE SIGNS THIS AGREEMENT; (B) HE KNOWINGLY AND VOLUNTARILY RELEASES CLAIMS HEREUNDER FOR VALUABLE CONSIDERATION; (C) HE HEREBY IS AND HAS BEEN ADVISED OF HIS RIGHT TO HAVE HIS ATTORNEY REVIEW THIS AGREEMENT (AT HIS COST) BEFORE SIGNING IT; (D) HE HAS 21 DAYS TO CONSIDER WHETHER TO SIGN THIS AGREEMENT; AND (E) HE MAY, AT HIS SOLE OPTION, REVOKE THIS AGREEMENT UPON WRITTEN NOTICE DELIVERED TO INGREDION INCORPORATED, ATTN: GENERAL COUNSEL, 5 WESTBROOK CORPORATE CENTER, WESTCHESTER, ILLINOIS 60154, WITHIN 7 DAYS AFTER SIGNING IT. THIS AGREEMENT WILL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THIS 7-DAY PERIOD HAS EXPIRED AND WILL BE VOID IF EXECUTIVE REVOKES IT WITHIN SUCH PERIOD. EXECUTIVE AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL UP TO 21 CALENDAR DAY CONSIDERATION PERIOD.**

11. Following the Separation Date, and except as otherwise provided in Section 12, Executive shall cooperate fully in any administrative, investigative, litigation or other legal matter(s) that may arise or have arisen involving the Company or any of the other Released Parties and which in any way relate to or involve Executive's employment with, or duties for, the Company, provided there is no conflict between Executive's legal interest and that of the Company in the reasonable judgment of Executive's legal counsel. Executive's obligation to cooperate hereunder shall include, without limitation, meeting and conferring with such persons at such times and in such places as the Company and the other Released Parties may reasonably require, and giving truthful evidence and truthful testimony and executing and

delivering to the Company and any of the other Released Parties any truthful papers reasonably requested by any of them. Executive shall also provide reasonable cooperation in connection with transitioning other matters that may arise during the one year period after his Separation Date. Requests for cooperation will be in keeping with Executives then current professional responsibilities and, when possible, shall take place by telephone conference or in Executive's then city of residence. Executive shall be reimbursed for reasonable actual out-of-pocket expenses that Executive incurs in rendering cooperation after the Separation Date pursuant to this Section 11, other than expenses of a minimal nature such as for domestic telephone calls.

12. Notwithstanding anything to the contrary herein, this Agreement does not prohibit either party, where applicable, from confidentially or otherwise communicating or filing a charge or complaint with a governmental or regulatory entity, participating in a governmental or regulatory entity investigation, or giving truthful testimony or statements or other disclosures to a federal, state or local governmental or regulatory entity, in each case without having to disclose any such conduct to the other party, or from responding if properly subpoenaed or otherwise required to do so under applicable law. Nothing in this Agreement shall limit Executive's ability to disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. To the extent permitted by law, Executive agrees that if any claim is made based on any matter released herein, Executive hereby waives, and agrees that Executive shall not be entitled to recover and the Released Parties shall not be liable for, any further monetary or other relief arising out of or related to any such matter, for any actual or alleged personal injury or damages to Executive, including without limitation any costs, expenses and attorneys' fees incurred by or on behalf of Executive (it being understood, however, that this Agreement does not limit Executive's right to receive an award from a governmental or regulatory entity for information provided to such an entity, and not as compensation for actual or alleged personal injury or damages to Executive).

13. All notices, requests or other communications provided for in this Agreement shall be made, if to the Company, to Company's General Counsel, Ingredion Incorporated, 5 Westbrook Corporate Center, Westchester, Illinois 60154, and if to Executive, to Executive's last home address and personal e-mail address on file with Company in writing, [Address and Email Redacted], and to Executive's attorney, Laurel Bellows, The Bellows Law Group, 209 S. LaSalle St., Ste. 800, Chicago, Illinois 60604 and lbellows@bellowslaw.com. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed given when (a) delivered by overnight courier, or (b) sent by e-mail.

14. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under applicable law or rule in any jurisdiction (after any appropriate modification or limitation pursuant to Section 7(f)), such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement or the validity, legality or enforceability of such provision in any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein

15. This Agreement shall be enforceable by Executive and his heirs, executors, administrators and legal representatives, and by the Company and its successors and assigns. This Agreement may be assigned or transferred by the Company to, and shall inure to the benefit of, any affiliate of the Company or any person which at any time, whether by merger, purchase, or otherwise, acquires all or substantially all of the assets, stock or business of the Company or of any discrete portion thereof.

16. This Agreement embodies the entire agreement of the parties regarding the matters described herein and supersedes any and all prior and/or contemporaneous agreements, oral or written, between the parties regarding such matters, provided that nothing in this Agreement shall limit or release Executive from any other obligation regarding confidentiality, intellectual or other property, or post-employment competitive activities that Executive has or may have to the Company or any of its affiliates (including, without limitation, as set forth in the German Employment Agreements). Notwithstanding the foregoing and any other language in this Agreement, this Agreement does not supersede or preclude the enforceability of any restrictive covenant provision contained in any prior agreement entered into by Executive, and no prior restrictive covenant supersedes or precludes the enforceability of any provision contained in this Agreement. In the event of a conflict between any other document or agreement and this Agreement, this Agreement governs. Executive confirms that, in executing this Agreement, he is not relying upon, and has not relied upon, any representation or statement not set forth in this Agreement made by the Company or any of its affiliates or their respective employees or representatives with respect to the matters set forth herein.

17. This Agreement is governed by the internal laws of the State of Illinois, U.S.A. and may be modified only by a writing signed by all parties (subject to Section 7(f) above). With regard to any dispute between the parties under this Agreement or the German Employment Agreements, the parties hereby irrevocably consent to, and agree not to object or assert any defense or challenge to, the exclusive jurisdiction and exclusive venue of the state and federal courts located in Chicago, Illinois, and agree that any claim which may be brought in a court of law or equity shall be brought exclusively in any such Chicago, Illinois court. Sections 4 through 19 of this Agreement shall survive and continue in full force and effect in accordance with their respective terms, notwithstanding any termination of the Transition Period or the Executive's employment.

18. It is intended that any amounts payable under this Agreement will be exempt from or comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the treasury regulations relating thereto, and this Agreement shall be interpreted and construed accordingly. Notwithstanding any other provision in this Agreement, if Executive is a "specified employee" as of the date of Executive's "separation from service," each as defined in Section 409A of the Code, then to the extent any amount payable to Executive (a) constitutes the payment of nonqualified deferred compensation within the meaning of Section 409A of the Code, (b) is payable upon Executive's separation from service and (c) under the terms of this Agreement would be payable prior to the six-month anniversary of Executive's separation from service, such payment shall be delayed until the earlier to occur of (x) the first day of the seventh month following Executive's separation from service or (y) the date of the Executive's death. Any reimbursement payable to Executive pursuant to this Agreement shall in no event be paid later than the last day of the calendar year following the calendar year in which the Executive incurred the reimbursable expense. Any amount of expenses eligible for reimbursement or in-kind benefit provided during a calendar year shall not affect the amount of expenses eligible for reimbursement or in-kind benefit to be provided during any other calendar year. The right to reimbursement or to an in-kind benefit pursuant to this Agreement shall not be subject to liquidation or exchange for any other benefit. To the extent that this Agreement or any part hereof is deemed to be a nonqualified deferred compensation plan subject to Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder, (i) the provisions of this Agreement shall be interpreted in a manner to comply in good faith with Section 409A, and (ii) the parties hereto agree to amend this Agreement, if necessary, for the purpose of comply with Section 409A promptly upon issuance of any regulations or guidance thereunder; provided that any such amendment shall not materially change the present value of the benefits payable to Executive or otherwise adversely affect the Company, without the consent of such party.

19. This Agreement may be executed in two counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

**THE PARTIES STATE THAT THEY HAVE READ THE FOREGOING,  
UNDERSTAND EACH OF ITS TERMS, AND INTEND TO BE BOUND THEREBY:**

**MARTIN SONNTAG**

**INGREDION INCORPORATED**

By: /s/ Martin Sonntag

By: Christine M. Castellano  
Christine M. Castellano  
Senior Vice President, General Counsel

Date: February 9, 2018

Date: February 12, 2018

**EXHIBIT A -- SUPPLEMENTAL RELEASE**

Martin Sonntag (“Executive”) and Ingredion Incorporated (“Company”) hereby enter into this Supplemental Release (“Release”) in accordance with the Confidential Separation Agreement and General Release between Company and Executive dated as of \_\_\_\_\_, 2018 (the “Agreement”). Capitalized terms not expressly defined in this Release shall have the meanings set forth in the Agreement:

1. Executive understands and agrees that Executive’s execution of this Release within 21 days after (but not before) the Separation Date (without revoking it) is among the conditions precedent to the Company’s obligation to provide the payments and other benefits in Section 2 of the Agreement. The Company will provide such benefits in accordance with the terms of the Agreement once the conditions set forth therein and in this Release have been met.

2. “Released Parties” as used in this Release includes: (a) the Company and its past, present, and future parents, divisions, subsidiaries, partnerships, affiliates, and other related entities; (b) each of the foregoing entities’ and persons’ past, present, and future owners, trustees, fiduciaries, administrators, shareholders, directors, officers, partners, members, associates, agents, employees, and attorneys; and (c) the predecessors, successors and assigns of each of the foregoing persons and entities.

3. Executive, and anyone claiming through him or on his behalf, hereby waive and release the Company and the other Released Parties with respect to any and all claims, whether currently known or unknown, that Executive now has or has ever had against the Company or any of the other Released Parties arising from or related to any act, omission, or thing occurring or existing at any time prior to or on the date on which he signs this Release. Without limiting the foregoing, the claims waived and released by Executive hereunder include, but are not limited to, all claims under the Age Discrimination in Employment Act; all claims under any other federal, state, local, employment, services or other law, regulation, ordinance, constitutional provision, executive order or other source of law; all claims arising out of Executive’s employment, compensation, other terms and conditions of employment, or termination from employment; all claims for employment discrimination, harassment, retaliation and failure to accommodate; and all contract, tort and other common law claims, including without limitation all claims for breach of contract (oral, written or implied), wrongful termination, defamation, invasion of privacy, infliction of emotional distress, tortious interference, fraud, estoppel and unjust enrichment. Notwithstanding the foregoing, the releases and waivers in this Section 3 shall not apply to any claim for unemployment or workers’ compensation, or a claim that by law is non-waivable.

As of the date of execution of this Supplemental Release, the Company and the Released Parties do not have any known claims against the Executive or have set forth any such known claims in an appendix hereto.

Notwithstanding the foregoing or anything else contained in this Agreement, this release shall not affect any right Executive may have to indemnification from the Company as set forth in the Company’s By-Laws or any vested benefits to which the Executive is already entitled as of the date of execution of this Agreement, pursuant to the terms of the relevant plan documents.

4. Executive confirms that Executive has not filed any legal or other proceeding(s) against any of the Released Parties (subject to Section 6 below), is the sole owner of and has not transferred the claims released herein, and has the full right to grant the releases and agreements in this Release. To the extent permitted by law, Executive agrees that

if any claim is made based on any matter released herein, Executive hereby waives, and agrees that Executive shall not be entitled to recover and the Released Parties shall not be liable for, any further monetary or other relief arising out of or related to any such matter, for any actual or alleged personal injury or damages to Executive, including without limitation any costs, expenses and attorneys' fees incurred by or on behalf of Executive (it being understood, however, that this Release does not limit Executive's right to receive an award from a governmental or regulatory entity for information provided to such an entity, and not as compensation for actual or alleged personal injury or damages to Executive).

**5. EXECUTIVE UNDERSTANDS AND AGREES THAT: (A) THIS IS THE FULL AND FINAL RELEASE OF ALL CLAIMS AGAINST THE RELEASED PARTIES THROUGH THE DATE HE SIGNS THIS RELEASE; (B) HE KNOWINGLY AND VOLUNTARILY RELEASES CLAIMS HEREUNDER FOR VALUABLE CONSIDERATION; (C) HE HEREBY IS AND HAS BEEN ADVISED OF HIS RIGHT TO HAVE HIS ATTORNEY REVIEW THIS RELEASE (AT HIS COST) BEFORE SIGNING IT; (D) HE HAS 21 DAYS TO CONSIDER WHETHER TO SIGN THIS RELEASE; AND (E) HE MAY, AT HIS SOLE OPTION, REVOKE THIS RELEASE UPON WRITTEN NOTICE DELIVERED TO INGREDION INCORPORATED, ATTN: GENERAL COUNSEL, 5 WESTBROOK CORPORATE CENTER, WESTCHESTER, ILLINOIS 60154, WITHIN 7 DAYS AFTER SIGNING IT. THIS RELEASE WILL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THIS 7-DAY PERIOD HAS EXPIRED AND WILL BE VOID IF EXECUTIVE REVOKES IT WITHIN SUCH PERIOD. EXECUTIVE AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS RELEASE, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL UP TO 21 CALENDAR DAY CONSIDERATION PERIOD.**

6. Except as required by law and until public disclosure of this document is made by the Company, Executive will not disclose the existence or terms of this Release to anyone except Executive's accountants, attorneys and spouse, provided that each such person shall be bound by this confidentiality provision and Executive shall ensure such confidentiality. Nothing in this Release is intended to or shall be construed as an admission by any of the Released Parties that any of them violated any law, breached any obligation or otherwise engaged in any improper or illegal conduct with respect to Executive or otherwise. The Released Parties expressly deny any such illegal or wrongful conduct. Notwithstanding anything to the contrary herein, this Release does not prohibit either party, where applicable, from confidentially or otherwise communicating or filing a charge or complaint with a governmental or regulatory entity, participating in a governmental or regulatory entity investigation, or giving truthful testimony or statements or other disclosures to a federal, state or local governmental or regulatory entity, in each case without having to disclose any such conduct to the other party, or from responding if properly subpoenaed or otherwise required to do so under applicable law.

7. This Release and the Agreement are the entire agreement of the parties regarding the matters described in such agreements and supersede any and all prior and/or contemporaneous agreements, oral or written, between the parties regarding such matters. In the event of a conflict between any other document or agreement and this Agreement, this Agreement governs. This Release is governed by Illinois law, may be signed in counterparts, and may be modified only by a writing signed by all parties.



THE PARTIES STATE THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING AND KNOWINGLY AND VOLUNTARILY INTEND TO BE BOUND THERETO:

MARTIN SONNTAG

INGREDION INCORPORATED

By: \_\_\_\_\_/s/ Martin Sonntag\_\_\_\_\_

By: \_\_\_\_\_/s/ Elizabeth Adefioye\_\_\_\_\_ Elizabeth Adefioye Senior Vice President, Human Resources

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Ingredion Incorporated  
5 Westbrook Center  
Westchester, IL 60154  
United States

**EXHIBIT 10.31**

January 11, 2018

Elizabeth Adefioye  
[Address Redacted]

Dear Elizabeth:

On behalf of Ingredion Inc., (“Company”), we are pleased to offer you the position of Senior Vice President and Chief Human Resources Officer reporting to the Chief Executive Officer with an effective date of March 1, 2018 (“Effective Date”). The following compensation and benefits are being offered should you choose to accept this position:

- **Base Salary:** You will receive a base salary (gross) at an annual rate of \$410,000 in accordance with Ingredion’s US payroll procedures, which currently provide for semi-monthly payments, on the 15th and the last day of the month. Your base salary includes compensation for all time worked, as well as appropriate consideration for Company holidays and other time off. Your base salary will be considered for adjustment as part of our normal year-end performance management and compensation process. Your next salary review and adjustment will be in February 2019. Your position is grade level O and is exempt.
- **Short-Term Incentive:** Your Annual Incentive Plan target eligibility will be increased to 65%.
- **Long-term Incentive:** Based on the level of this position, you will continue to be eligible to participate in Ingredion's Stock Incentive Plan. All awards granted as an eligible participant of this program are based on performance.
- **US Benefit Package:**
  - You will continue to participate in the Company’s US-based Retirement Savings Plan for Salaried Employees (401k).
  - You will continue to be eligible to participate in the U.S. medical, dental, life insurance and disability programs. Any employee premiums due will be deducted directly from your salary.
  - In addition, you will continue to follow the US vacation policy. You will be eligible for 4 weeks of vacation and two floating holidays per year.
- **Executive Perquisites:**
  - Company car allowance of \$15,000 per annum will be paid through U.S. payroll.
  - You will be eligible for a financial advisory perquisite reimbursement of up to \$5,500 and an annual executive physical.
  - You will continue to be eligible for the Ingredion Incorporated Supplemental Executive Retirement Plan (“SERP”). The SERP offers pretax deferrals of up to 20% of your salary

and up to 75% of your bonus, and it restores savings and employer matching contributions which would otherwise be lost due to IRS limits.

- Stock Ownership Requirements
  - You are now subject to a stock ownership requirement of three-times-base-salary and have five years to achieve this level.
  - Share ownership for this purpose includes direct and indirect ownership of common stock, including restricted stock and shares held through the Ingredion 401(k) plan, RSUs and phantom stock units held in the SERP. Stock options and unvested performance shares are not included in ownership for this purpose.
  - Please note that unless or until the ownership requirement has been achieved, you are not permitted to sell shares of common stock other than to fund the payment of the exercise price of options or to fund the payment of taxes upon the exercise of options or vesting of restricted stock units (“RSUs”) or shares of restricted stock.
- Confidentiality and Intellectual Property Rights and Non-Competition Agreements
  - The terms and conditions of this offer remain contingent upon your agreement to the Restrictive Covenants contained in the form of Executive Severance Agreement provided by the Company, the terms and conditions of which shall be deemed incorporated herein by reference, but which shall survive termination of your employment in accordance with its terms.
  - This letter of agreement and the Executive Severance Agreement shall constitute the entire agreement and understanding with respect to the matters described herein, and supersede any and all prior and/or contemporaneous agreements and understandings, oral or written.

Nothing stated in this letter nor in any of our prior communications constitutes, or may be construed as, a commitment to, or contract of or for, employment for any specific duration. Your employment with the Company will be “at will,” which means you may leave the Company, or the Company may require you to leave its employ, for any reason, at any time, except as otherwise provided by law. This at-will relationship will remain in effect throughout your employment with the Company and any of its successors, affiliates or related entities, unless it is modified by a specific, express, written employment contract which is signed by you and an authorized executive of the Company.

Please indicate your acceptance by returning a signed copy of this letter to me at your earliest convenience.

Sincerely,

/s/ James P. Zallie  
James P. Zallie  
President and Chief Executive Officer

I accept the terms and conditions set forth in this letter.

Signature: /s/ Elizabeth Adefioye Date: 1/16/18  
Elizabeth Adefioye

January 31, 2018

**PERSONAL & CONFIDENTIAL**

Valdirene Bastos-Licht  
[Address Redacted]

Dear Valdirene:

Congratulations! On behalf of Ingredion Singapore Pte Ltd. (the "Company"), we are pleased to extend to you our offer as **President, Asia Pacific**, reporting to Jim Zallie, Chief Executive Officer. These terms and conditions will take effect from the start of your employment, and are subject to obtaining the necessary work permit for you to be eligible to start work in Singapore on the intended date of hire.

The administrative arrangements and allowances are set out in this letter. You will be required to comply with the laws of Singapore and follow the rules and practices of Ingredion Singapore Pte Ltd.

**1. EFFECTIVE DATE AND IDENTITY OF EMPLOYER**

It is our intent that your employment with Ingredion Singapore Pte Ltd. shall begin on March 1, 2018. Your employment will be contractually recognized by Singapore Pte Ltd., and the terms of this offer is contingent upon your acceptance of the employment contract terms and conditions in that are incorporated herein as well as the execution of an Executive Severance Agreement.

**2. BASE SALARY**

Your annual base salary will be **SGD 500,000** and will be paid through Ingredion Singapore Pte Ltd. payroll, delivered to you on a monthly basis. Your salary next will be reviewed in **February, 2019**.

CL	
Employer	Employee

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### 3. INCENTIVE COMPENSATION

#### Short Term Incentive Plan

You will participate in the short-term incentive plan and your targets will be aligned with APAC Regional business performance. The bonus award will be calculated based on the Company's target award. Any such payments will be made to you after deductions for tax at Singapore Country rates. Any benefits arising under this plan will be based on your Salary at the end of the short term incentive plan review period. The target award will be **60%** of your annualized Salary.

#### Long Term Incentive Plan

Based on the level of this position, you will be eligible to participate in Ingredion's Long-term Incentive program. All awards granted as an eligible participant of this program are based on performance.

The grant value of your 2018 award will be approximately USD **\$275,000**. Your participation will be subject to the terms and conditions of the LTIP and the awards granted under the LTIP. The full term of these awards will be provided to you upon Board approval.

#### Sign-on and Retention Grants

In addition, and in connection with your acceptance of Ingredion's conditional offer of employment and your future employment in the position of President, Asia-Pacific, the Company has agreed to provide the following Sign-on Bonus and Retention Grants:

- Ingredion will pay you a Sign-on Bonus in March, 2018 in the amount of **SGD270,000**, paid in one lump sum payment, less withholding required by law. As a condition of the bonus, you must provide documentation of the forfeiture of your LTIP Grant vesting in December 2017 and/or your 2017 bonus.
- Ingredion will pay you a retention bonus in March, 2019 in the amount of **SGD180,000**, paid in one lump sum payment, less withholding required by law. As a condition of the bonus, you must be actively employed by Ingredion on the date of the payment.
- In the event you voluntarily leave the organization within a two year period from your start date, you will be required to reimburse the company the signing bonus and retention grant prorated monthly from your start.
- Ingredion will pay you a 2nd retention bonus in March, 2020 in the amount of **SGD120,000**, paid in one lump sum payment, less withholding required by law. As a condition of the bonus, you must be actively employed by Ingredion on the date of the payment.

Valdirene Bastos-Licht  
January 31, 2018  
Page 2

CL	
Employer	Employee

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- In the event of your involuntary termination (except for “cause”) from the Company, the company will pay the full amount of any remaining retention bonuses.

## 5. CAR ALLOWANCE

You will receive a company car allowance of **SGD4,000.00** gross per month in accordance with the Singapore car policy. This allowance is subjected to change as deemed appropriate by the company.

## 4. INSURANCES

You will be enrolled in the Aetna International medical/dental plan. This plan will provide you with global medical and dental coverage. You will also be insured under the Company’s Group Term Life Assurance plan and Group Personal Accident Assurance Plan. Details of these plans will be provided to you by local HR.

## 5. TAXATION

You will be responsible for complying with any and all applicable income, social or local income tax regulations in Singapore and in any other countries where you are required to pay taxes as a result of your employment. For two years, required income tax returns will be prepared by Ingedion Inc.’s designated tax services provider (currently Deloitte Tax LLP) at the Company’s expense. If you choose to use the services of another provider for tax matters, this will be at your own expense, and you will no longer be provided with tax equalized benefits. After two years, all required income tax returns are your responsibility and will be prepared at your own expense.

## 6. PENSION

You will be eligible to participate in the Supplementary Retirement Scheme in Singapore. The Company will contribute up to the maximum of **\$35,700.00** per year. We will support you administratively in the contribution to your selected operator through Ingedion Singapore Pte Ltd.

Participation in this plan will cease in the event of transfer to another country location, termination of employment or granted eligibility to participate to Singapore CPF. Any payments and deductions linked to your retirement will be paid or deducted through Ingedion Singapore payroll.

## 7. ANNUAL LEAVE

Valdirene Bastos-Licht  
January 31, 2018  
Page 3

CL	
Employer	Employee



You are entitled to 20 days of annual leave for each completed calendar year of employment and pro-rated accordingly to the company policy. In addition, you are also eligible for all Singapore gazetted public holidays..

## **8. TERMINATION**

As with all employment offers, please realize that your employment is not for any specific duration and may be terminated at will by either you or the Company. The notice period for termination will be 3 months in writing or salary in lieu of notice thereof.

In the event your employment with the Company terminates for any reason other than death, disability, by reason of 'cause' or by you; and contingent on your agreement to executing a 'general release', you will be eligible for a severance per the terms of the Executive Severance Agreement

## **9. VISA AND WORK PERMIT**

The Company will assist you in obtaining Singapore work permits for you.

## **10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS AND CONTINUING PROVISIONS**

Please be advised that the terms and conditions of this offer remain contingent upon your agreement to the Restrictive Covenants contained in the form of Executive Severance Agreement provided by the Company, the terms and conditions of which shall be deemed incorporated herein by reference, but which shall survive termination of your employment in accordance with its terms.

This letter of agreement and the Executive Severance Agreement shall constitute the entire agreement and understanding with respect to the matters described herein, and supersede any and all prior and/or contemporaneous agreements and understandings, oral or written.

## **11. GOVERNING LAW**

This letter and all Schedules will be governed by and construed in accordance with the laws of Singapore, and you agree that the courts of Singapore will have exclusive jurisdiction.

## **12. ACCEPTANCE**

This employment is subject to confirmation of references and academic qualifications. For employees who are not Singapore Citizens or Singapore Permanent Residents, your

Valdirene Bastos-Licht

January 31, 2018

Page 4

CL	
Employer	Employee

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employment and commencement date will be subject to the Company obtaining all necessary approvals from the Immigration and other relevant authorities.

If you are in agreement with the terms set out above please sign and return this letter. This will indicate your agreement to and acceptance of the terms of this letter.

Sincerely,

/s/ Christophe Lange  
Christophe Lange  
Vice President, Human Resources, Asia Pacific

***To accept this offer, please sign below and initial each page.***

I accept the employment terms and conditions set out above.

Signed.../s/ Valdirene Bastos-Licht...  
2018....

Date ...February 9,

Valdirene Bastos-Licht

cc: Jim Zallie  
Diane Frisch  
Corporate Compensation  
Regional Compensation

Valdirene Bastos-Licht  
January 31, 2018  
Page 5

CL	
Employer	Employee







Exhibit 10.32.1

PERSONAL & CONFIDENTIAL

February 23, 2018

Valdriene Licht  
Singapore

Dear Valdriene:

**ADDENDUM**

Further to the offer letter dated January 31, 2018, the following will apply. All other terms and conditions will remain unchanged.

**RELOCATION EXPENSES**

The company will reimburse you the relocation expenses incurred during your recent move.

**SECURITY DEPOSITS**

The Company also will provide the security deposit on your rental property and car lease. However, the loss of this deposit due to damage will be your responsibility. This amount is to be reimbursed back to the company at the end of the lease.

**CAR ALLOWANCE**

The company car allowance will be increased to **\$4,600.00** per month and will be delivered through the monthly payroll. This allowance is subjected to change as deemed appropriate by the company.

Once again, we welcome you to Ingredion and wish you the best in your new role.

Sincerely,

/s/ Christophe Lange  
Christophe Lange  
Vice President Human Resources, Asia Pacific

cc: Robert Simitz  
Global Mobility  
Deloitte  
Angela Tan

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Exhibit 10.32.2

PERSONAL & CONFIDENTIAL

March 23, 2018

Valdriene Licht  
Singapore

Dear Valdriene:

#### **ADDENDUM II**

Further to the offer letter dated January 31, 2018 and addendum dated February 23, 2018, the following will apply. All other terms and conditions will remain unchanged.

#### **STOCK OWNERSHIP REQUIREMENTS**

As a Senior Vice President and Elected Officer, you will be subject to a stock ownership requirement of three-times-base-salary and have five years to achieve this level.

Share ownership for this purpose includes direct and indirect ownership of common stock, including RSUs. Stock options and unvested performance shares are not included in ownership for this purpose.

Please note that unless or until the ownership requirement has been achieved, you are not permitted to sell shares of common stock other than to fund the payment of the exercise price of options or to fund the payment of taxes upon the exercise of options or vesting of restricted stock units ("RSUs") or shares of restricted stock.

#### **SIGN-ON BONUS**

With reference to your confirmation regarding your LTI stock forfeiture in your previous company, the Sign-on Bonus is confirmed to be SGD120,000.00 and paid out in March, 2018.

#### **HOME LEAVE**

The Company will provide you with one home leave trip every 12 months in business class. Flight costs are reimbursable and should be submitted for repayment in a timely manner through the Concur system.

#### **VACATION**

The annual leave provided in your offer letter is clarified as 20 business days.

Once again, we welcome you to Ingredion and wish you every success!

---

Sincerely,

/s/ Christophe Lange  
Christophe Lange  
Vice President Human Resources, Asia Pacific

cc: Robert Simitz  
Global Mobility  
Deloitte  
Angela Tan



Ingredion Incorporated  
5 Westbrook Center  
Westchester, IL 60154  
United States

EXHIBIT 10.33

January 22, 2018

Larry Fernandes  
[Address Redacted]

Dear Larry:

On behalf of Ingredion Incorporated, ("Company"), we are pleased to offer you the position of Senior Vice President and Chief Commercial Officer reporting to the Chief Executive Officer with an effective date of March 1, 2018 ("Effective Date"). The terms of your international assignment with Ingredion Mexico, S.A. de CV including any expatriate specific benefits will either cease or taper in conjunction with your official repatriation to the United States.

The following compensation and benefits are being offered should you choose to accept this position:

- Base Salary: You will receive a base salary (gross) at an annual rate of USD\$380,000 in accordance with Ingredion's US payroll procedures, which currently provide for semi-monthly payments, on the 15th and the last day of the month. Your base salary includes compensation for all time worked, as well as appropriate consideration for Company holidays and other time off. Your base salary will be considered for adjustment as part of our normal year-end performance management and compensation process. Your next salary review and adjustment will be in February 2019. Your position is Grade O and is exempt.
- Short-Term Incentive: Your Annual Incentive Plan target eligibility will be increased to 55%.
- Long-term Incentive: Based on the level of this position, you will continue to be eligible to participate in Ingredion's Stock Incentive Plan. All awards granted as an eligible participant of this program are based on performance.
- US Benefit Package:
  - You will continue to participate in the Company's US-based Retirement Savings Plan for Salaried Employees (401k).
  - You will continue to be eligible to participate in the U.S. medical, dental, life insurance and disability programs, except that your medical program will be provided by BCBS of IL. Any employee premiums due will be deducted directly from your salary.
  - In addition, you will continue to follow the US vacation policy. You will be eligible for 5 weeks of vacation and two floating holidays per year.
- Executive Perquisites:
  - Company car allowance of \$15,000 per annum will be paid through U.S. payroll.

- You will be eligible for a financial advisory perquisite reimbursement of up to \$5,500 and an annual executive physical.
- You will continue to be eligible for the Ingredion Incorporated Supplemental Executive Retirement Plan (“SERP”). The SERP offers pretax deferrals of up to 20% of your salary and up to 75% of your bonus, and it restores savings and employer matching contributions which would otherwise be lost due to IRS limits.
- Mexico Benefits: Until your family permanently relocates to the USA and no later than August 31, 2018, the following benefits of your current position will be extended:
  - Monthly Accommodation Allowance,
  - International Living Allowance,
  - Ingredion International Medical Program (i.e. Aetna),
  - One home leave, and
  - Immigration support that’s necessary for your family to remain in Mexico.
- Transition Benefits:
  - In the month of your repatriation date (i.e. March 2018), you will be paid a net relocation allowance of USD\$10,000 net through our relocation service provider Aires. It is paid to cover indefinable expenses associated with your repatriation to the United States. In addition, you will be eligible for end of assignment/repatriation benefits under our policies which will cover items such as household goods transport, tax support, and final relocation travel.
- Stock Ownership Requirements
  - As a Senior Vice President and Elected Officer, you will be subject to a stock ownership requirement of three-times-base-salary and have five years to achieve this level.
  - Share ownership for this purpose includes direct and indirect ownership of common stock, including restricted stock and shares held through the Ingredion 401(k) plan, RSUs and phantom stock units held in the SERP. Stock options and unvested performance shares are not included in ownership for this purpose.
  - Please note that unless or until the ownership requirement has been achieved, you are not permitted to sell shares of common stock other than to fund the payment of the exercise price of options or to fund the payment of taxes upon the exercise of options or vesting of restricted stock units (“RSUs”) or shares of restricted stock.
- Taxation:
  - Your required income tax returns will continue to be prepared by the Company’s designated tax services provider (currently Deloitte Tax LLP) at the Company’s expense through the 2020 tax year. If you choose to use the services of another provider for tax matters, this will be at your own expense and the tax equalization outlined below will not apply.
  - Representatives of the Company’s dedicated tax services provider will conduct meetings with you to review your Mexico & U.S. tax requirements as well as your responsibilities in the tax filing process. Should you choose to use the Company’s designated tax provider, you must furnish all information necessary to complete your income tax returns on a timely basis so that you and the Company meet relevant fiscal and statutory regulations. Any additional costs incurred due to information you provide

which is incomplete, inaccurate, or not provided in a timely basis will be passed on to you.

- The Company will pay for advice in relation to general circumstances required for the preparation of your Mexico and U.S. income tax returns and other matters related to your relocation, but if you have personal assets or investments which may materially affect your position, then such costs of advice on these matters will generally be your responsibility.
- If applicable, the Company will pay for extensions related to your income tax filings, as well as any responses to notices received in relation to Ingredion compensation or tax positions related to your relocation.

· Tax Equalization:

- As a result of your services outside of the U.S., you may continue to be liable for foreign income taxes on the wages earned outside of the U.S. In order to neutralize the financial impact to you, you will continue to be eligible for tax equalization. The objectives of the tax equalization are:
  1. To ensure that an employee on assignment outside the U.S. does not suffer an additional tax liability or benefit from a tax gain as a result of services performed outside the U.S.
  2. To provide professional tax return preparation assistance to the employee to ensure compliance with U.S. expatriate tax laws as well as the tax laws of the host country.
- Thus, tax equalization is designed to ensure that your income tax burden while on assignment will be approximately the same as your U.S. income tax would have been, regardless of the country to which assigned. You will bear the approximate equivalent of U.S., state (and local, if applicable) income and social taxes on Company income and personal earnings that would have been incurred had you remained in the U.S. The Company's designated tax services provider will prepare your tax equalization settlement subsequent to the preparation of your U.S. tax returns.
- For U.S. tax purposes, income is generally sourced (U.S. or foreign) based on the physical location of the taxpayer while performing the services, irrespective of the fact that the taxpayer remains on the U.S. payroll. Any benefit from foreign tax credits that arise as a result of this foreign source income may result in a benefit available on your individual U.S. income tax return. This benefit may be property of the Company and if so should be remitted to the company. The Company has the right to require you to file an amended tax return, prepared by the Company's designated tax provider, to claim an anticipated tax benefit associated with the international assignment.
- Any tax reimbursement or tax gross-up due to you will be made as soon as administratively possible after the amount is determined. However, in no event will the tax payment be made after the later of: (a) the end of the second tax year in which your related tax return is required to be filed for the year to which the compensation subject to the tax payment relates, or (b) the end of the second taxable year after your foreign tax return or payment is due.

· Confidentiality and Intellectual Property Rights and Non-Competition Agreements

- The terms and conditions of this offer remain contingent upon your agreement to the Restrictive Covenants contained in the form of Executive Severance Agreement

provided by the Company, the terms and conditions of which shall be deemed incorporated herein by reference, but which shall survive termination of your employment in accordance with its terms.

- This letter of agreement and the Executive Severance Agreement shall constitute the entire agreement and understanding with respect to the matters described herein, and supersede any and all prior and/or contemporaneous agreements and understandings, oral or written.

Nothing stated in this letter nor in any of our prior communications constitutes, or may be construed as, a commitment to, or contract of or for, employment for any specific duration. Your employment with the Company will be "at will," which means you may leave the Company, or the Company may require you to leave its employ, for any reason, at any time, except as otherwise provided by law. This at-will relationship will remain in effect throughout your employment with the Company and any of its successors, affiliates or related entities, unless it is modified by a specific, express, written employment contract which is signed by you and an authorized executive of the Company.

Please indicate your acceptance by returning a signed copy of this letter to me at your earliest convenience.

Sincerely,

/s/ James P. Zallie  
James P. Zallie  
President and Chief Executive Officer

I accept the terms and conditions set forth in this letter.

Signature: /s/ Larry Fernandes Date: 2/16/18  
Larry Fernandes



Exhibit 10.34

November 28, 2015

Ernesto Pousada  
[Address Redacted]*Re: Offer of Employment – Final Version*

Dear Ernesto:

I am pleased to confirm the details of your offer for the position of **Senior Vice President and President South America** located in São Paulo, Brazil, with a tentative start date effective January 18, 2016. You will report directly to me in this role, and your employment contract will be maintained with Ingredion Brasil - Ingredientes Industriais Ltda. Details of our offer include:

**Base Salary**

Your annual base salary will be BRL 130,000 per month and the conditions of your employment will follow Brazilian employment standards. Your next base salary review will be in March 2017 in conjunction with the normal merit review process (which accounts for inflation as well as performance).

**Annual Incentives**

You will participate in the Company's Short-Term Incentive Plan (STIP) at a target level of **75% of your annual base salary**. *Actual awards may range from 0 to 200% of target depending on business performance (weighted at 75%), as well as your personal performance (weighted at 25%).*

**Long-Term Incentives**

You will participate in the Company's Long Term Incentive Plan ("LTIP"). LTIP awards are based on recommendations from senior management and must be approved by the Board of Directors. The 2016 awards will be communicated in February 2016 following Board approval, and your target award value level for 2016 will be \$350,000 USD.

- **Equity Award Mix:** Awards will be delivered in a mix of Performance Shares ("PSUs"), Restricted Stock Units (RSUs), and Stock Options. Last year, PSUs were weighted at 35%, RSUs were weighted at 25% and Stock Options were weighted at 40%.
  - **Equity Vesting:** Currently, the RSU component will vest after three years' time, while one-third of Stock Options will vest each anniversary of the grant and will be fully vested after three years. PSUs will be earned over a three-year period based on Ingredion's cumulative total shareholder return ("TSR") performance, relative to a peer group for the performance cycle. Upon vesting, PSUs are delivered in the form of shares of
-



Ingredion stock, and funding will be based on our relative TSR performance which can range from 0 to 200% of the “target” number of shares.

- Grant provisions are subject to change. Further details of the plan will be outlined in the plan prospectus and grant agreement which you will receive at the time the award is delivered.

### **Sign-on Bonus, Retention Bonus and Special Equity Award**

In addition to the total direct compensation offered to you in connection with this role, and to off-set the value of your lost bonus and equity, we are also offering a cash sign-on bonus and a retention bonus, in addition to a one-time RSU award (*granted at hire*). Details and associated provisions of our offering are as follows:

#### **Sign-on and Retention Bonus Payments**

- Sign-on Bonus: USD 450,000 - *Delivered in cash upon hire.*
- Retention Bonus: USD 450,000 - *Delivered in cash one year from your date of hire.*

*Note: Bonus payments will be paid in BRL using the official average exchange rate for the previous 30 days at time of payment and a recoupment provision will apply on the total value of the Retention Bonus in the event you voluntarily resign from your employment within one year of payment.*

#### **Special Equity Award**

- A one-time equity award in RSUs valued at \$700,000 USD will be issued to you upon hire. Vesting of this award will occur three years from the date of grant.

Please be advised that the terms and conditions of this offer, sign-on bonus, retention bonus and special equity award remain contingent upon your agreement to the Restrictive Covenants contained in the form of Executive Severance Agreement provided by the Company (as referred to below), the terms and conditions of which shall be deemed incorporated herein by reference, but which shall survive termination of your employment in accordance with its terms.

#### **Termination and Severance**

In the case of involuntary termination (excluding death, disability or cause) during your first three years of employment, the above referenced sign-on bonus, retention bonus and special equity award will fully vest. This will include the retention bonus in the amount of \$450,000 USD and the full equity award to be valued at \$700,000 USD when issued upon hire.

You will be provided with an Executive Severance Agreement which includes a severance provision of two year’s pay in the event of your termination following a change in control. In addition, it contains a severance provision of one year’s pay in the case of involuntary termination (excluding death, disability or cause).

#### **Other Benefits**

In addition to your direct compensation, you will be provided with a Company car, retirement plan, health care and other benefits in accordance with Brazilian policies. Details will be provided with your formal employment contract.

---

I look forward to having you join our leadership team and am confident in the contribution you will bring to the South America Region and Ingredion.

Sincerely,



James P. Zallie  
Executive Vice President, Global Specialties and President, Americas

I accept the terms and conditions set forth in this letter.

Signature: /s/ Ernesto Pousada Date: 11/30/2015  
Ernesto Pousada Jr.

cc: Diane Frisch, Senior Vice President, Human Resources, Ingredion

Enclosures:  
Equity Award Letter  
Executive Severance and Non-Competition Agreement  
Draft Employment Agreement

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# Ingredion

Ingredion Brasil

South America Division

Av. do Café, 277 – Torre B - 2º andar

04311-000 – São Paulo – SP

Brasil

t: 55 115070-7700

w: ingredion.com.br

EXHIBIT 10.35

## **EMPLOYMENT AGREEMENT**

**Ingredion Brasil - Ingredientes Industrias Ltda.**, a Brazilian entity with an office in the City of São Paulo, State of São Paulo, at **Avenida do Café, Nº 277 - Torre B - 2º Andar - Jabaquara, CEP [04311-000]**, enrolled with the **National Taxpayers' Registry under number [01.730.520/0001-12]**, represented herein by its undersigned [**Marcelo Ferreira do Couto**] (hereinafter referred to as the "**Company**"), and, on the other hand, Mr. Ernesto Pousada, bearer of the labor booklet nº **[49385]** series **[108]** (hereinafter referred to as the "**Employee**"), have agreed and contracted the following:

1. [Contingent upon the Employee obtaining any required work permit and/or visa to work in Brazil,]The Company hereby contracts the services of the Employee to act in the position of Senior Vice President and President South America of the Company, performing any and all services related to and consistent with this role.
    - 1.1. While performing his functions, the Employee shall report to James P. Zallie, Executive Vice President of Global Specialties and President of the Americas, or to whom the Company appoints.
    - 1.2. The place of work of the Employee will be the City of São Paulo, State of São Paulo.
  2. During the term of this Agreement, the Employee shall (a) devote his entire time and attention during his work hours exclusively to the business and interests of the Company, (b) perform his duties to the entire satisfaction of the Company and (c) do his utmost to develop the business and interest of the Company.
  3. As compensation for the services rendered hereunder, the Company shall pay to the Employee the gross amount of R\$ 130,000 (one hundred thirty thousand reais) per month.
-

- 3.1. The monthly salary will be adjusted as set forth in the relevant law, at least once a year, pursuant to the Collective Agreements executed between the Company and the Employee's Unions, if any, and pursuant to the normal merit review process in place from time to time. The Company may advance the salary adjustments pursuant to the Company's salary policy.
  - 3.2. The Employee will be eligible to participate in the Company's Short Term Incentive Plan ("STIP") with a non-guaranteed annual target incentive payment of 75% of the Employee's base annual salary (pro-rated, based on Employee hire date for the first year). Actual incentive payments are based on business performance, as well as personal performance, and may be at, above or below the annual target level mentioned above for the year of [2016]. For the purpose of this Agreement, annual base salary shall be equivalent to [13] times Employee's monthly base salary. Administration of the STIP will be in accordance with the terms and conditions contained therein. A copy of the STIP will be provided to the Employee. The decision concerning whether to grant an incentive payment to the Employee at all and the actual incentive payment amount (if any) awarded by Company is completely at the Company's discretion. The terms of the STIP may be modified in the future at the Company's discretion.
  - 3.3. The Employee will be eligible to participate in the Company's local employee benefits plan in force. These benefits may change from time to time at the Company's discretion.
  - 3.4. In consideration for the payment of the salary and benefits defined in this Article 3, the Employee agrees to render services to other companies of the same group of the Company, situated in Brazil or abroad ("**Affiliates**"), during the usual working hours, with no right to any additional remuneration.
  - 3.5. In accordance with local law, the Employee shall enjoy an annual period of **thirty (30)** calendar days of paid vacation. The Employee must take paid vacation within one (1) year following the date when such right to vacation is acquired.
-

4. The Company has agreed to pay the Employee a sign-on bonus in the gross amount of USD\$ 450,000.00 (four hundred fifty thousand dollars) ("**Sign-on Bonus**"), paid in cash within the first thirty (30) days of employment and to be delivered in Brazilian reais using the official monthly average exchange rate for the previous 30 days from the date of payment.

- 4.1. Employee understands and agrees that the Sign-on Bonus is being offered as a single and exceptional payment and is not in any way linked to targets or to performance. Accordingly, being an exceptional payment, the Sign-on Bonus will cause no impact on his compensation level and future severance, and will not create any acquired rights for future similar payments.
  - 4.2. The Sign-on Bonus will be processed through the Company's payroll department and will be subject to applicable deductions and withholdings.
  - 4.3. If Employee's employment is terminated by the Company for any reason other than for Cause, the Employee will not be required to repay any portion of Sign-on Bonus.
  - 4.4. For the purpose of this entire Agreement, "Cause" is understood as the events set forth by Article 482 of the Brazilian Labor Code.
-

5. Provided that Employee remains employed by the Company for twenty four (24) continuous months measured from his hiring date ("**Retention Period**"), the Company also has agreed to pay the Employee a retention bonus in the gross amount of USD\$ 450,000.00 (four hundred fifty thousand dollars) ("**Retention Bonus**"), paid in cash within 30 days from the date upon which Employee achieves exactly one year of continuous employment with the Company ("**Retention Payment Date**") and to be delivered in Brazilian reais using the official monthly average exchange rate for the previous 30 days from the date of payment.

5.1. Employee understands and agrees that the Retention Bonus is being offered as a single and exceptional payment and is not in any way linked to targets or to performance. Accordingly, being an exceptional payment, the bonus will cause no impact on his compensation level and future severance, and will not create any acquired rights for future similar payments.

5.2. The Retention Bonus will be processed through the Company's payroll department and will be subject to applicable deductions and withholdings.

5.3. In the event Employee's employment relationship is considered suspended or interrupted for local labor purposes, the Retention Period will also be suspended until the employment relationship is reinstated. In such a case, Company will consider the Retention Period to be tolled for the period while the Employee's employment relationship was suspended or interrupted for local labor purposes.

5.4. If Employee resigns from the Company or Employee's employment is terminated by the Company for Cause prior to achieving twelve (12) consecutive months of service with the Company, measured from the Retention Payment Date, Employee agrees to refund Company the full amount of the Retention Bonus and authorizes Company to withhold such amount from either Employee's final paycheck or the Employee's applicable termination/severance payments, if any (to the extent permitted by law) In this sense, the Company is authorized to file the necessary legal measures required to seek the recovery of the full amount (or the balance of) the Retention Bonus not refunded by Employee (whichever as the case may be) .

5.5. If Employee's employment is terminated by the Company for any reason other than for Cause, the Employee will not be required to repay any portion of Retention Bonus.

5.6. If the Employee's employment is terminated by the Company for any reason other than for Cause, before receiving the Retention Bonus, Employee will be entitled to receive it in full on termination date.

6. Employee will not be subject to time control as he is in a position of trust under the terms of Article 62, II of the Brazilian Labor Code.

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7. The Employee agrees to travel inside or outside the national territory whenever so requested by the Company, as well as to be transferred to other places within the Brazilian territory or abroad, after 5 (five) years of employment or as mutually agreed between the parties.

7.1. The Company shall reimburse the Employee for reasonable traveling, hotel, meals and other expenses properly incurred by him in the performance of his duties for the Company, subject always to the production of appropriate receipts and to the Employee's compliance with the Company's Travel and Business Expenses Reporting Policy, and any other expense processing practices from time to time in force. If requested to do so, the Employee agrees to apply for and use a Corporate Credit Card for all business related expenses and accepts that failure to do so may result in the non reimbursement of expenses and possible disciplinary action.

8. The Company shall withhold from the Employee's earnings any amounts established under the laws and regulations in force as chargeable to the Employee, including social security contributions, taxes and any other deductions.

8.1. In addition, the Company is hereby authorized to deduct from the Employee's compensation the amount necessary to cover the damages caused by the Employee, whether or not caused by willful misconduct ("dolo").

9. The Employee hereby acknowledges and agrees that all the equipment, computers, telephones, books, software demonstration material and technical and strategic information that he may use in connection with his activities are exclusively owned by the Company, including his e-mail, and that he will have no privacy or confidentiality when he accesses the Company's intranet or the Internet, and that he will be constantly subject to inspections regarding everything that he produces or receives through e-mail or the Internet, or by using Company software.

9.1. Employee will be entitled to mobile phone, laptop and/or corporate credit card, exclusively for developing his activities in Company.

9.2. Employee will be entitled to a vehicle in accordance with Company's internal policies/practices.

9.3. Employee will also be entitled to a retirement plan, to health care and other benefits according to the Company's internal policies and practices.

10. The Employee agrees that during and/or after the term of this Agreement he shall not release to anyone, use, disclose, authorize or assist anyone else to disclose, use or make known for his or other's benefit, any Confidential Information of the Company and other Affiliates. This applies to all information not generally available to the public which Employee has acknowledged during this Agreement. This restriction does not apply if Employee is authorized in writing by an officer of Company to disclose or use the Confidential Information. Employee shall comply with the conditions provided below:

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- 10.1. As used in this Agreement, the term “**Confidential Information**” shall mean all trade secrets or confidential or proprietary information of the Company as well as those of the Company's clients and prospective clients. By way of illustration and not limitation, “Confidential Information” shall include the results of client opinion surveys, research and development plans or projects, client data, client survey and Company reports; computer materials such as programs, instructions, source and object code, and printouts; formulas; inventions, developments, and discoveries; product testing information; business improvements, processes, marketing and selling ideas; business plans (whether pursued or not); budgets; unpublished financial statements; licenses; pricing, pricing strategy and cost data; information regarding the skills and compensation of employees of the Company; the identities of the Company's clients and potential clients, customers and potential customers (collectively, the “**Customers**”) and any Customer data, including, without limitation, any banking information and credit card data; the particular preferences, likes, dislikes and needs of those Customers; Customer information regarding contact persons, pricing, sales calls, daily routine, timing, sales and services terms, and service plans; methods, practices, strategies, forecasts, know-how, and other marketing techniques; the identities of key accounts and potential key accounts; the identities of the Company's suppliers and consultants, all information about those supplier and Consultant relationships such as contact person(s), pricing and other terms.
- 10.2. The Employee agrees that, except as required by judicial order or governmental laws or regulations and except as provided elsewhere in this Agreement, the Employee will not, during or subsequent to the term of this Agreement, (i) use the Company's Confidential Information or the Confidential Information of the Company's Customers for any purpose whatsoever, or (ii) disclose the Company's Confidential Information or the Confidential Information of the Company's Clients to any third party (*i.e.* any person that is nor a director, representative, employee, agent or service provider of Company or any Affiliate company). It is understood that the Company's Confidential Information shall remain the sole property of the Company and that the Confidential Information of any of the Company's Customer shall remain the sole property of that Customer. The Employee further agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of the Confidential Information.
- 10.3. If the Employee, or anyone to whom the Employee transmits the Confidential Information, becomes legally obligated to disclose any of the Confidential Information, the Employee will provide the Company with prompt written notice of such obligation so that the Company, or the Company's Customer as the case may be, may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if the Company or the Company's Customer as the case may be, waives compliance with the provisions of this Agreement, the Employee will furnish only that portion of the Confidential Information which the Employee is legally required to disclose and will exercise his best efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information disclosed.
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10.4. Upon the termination of this Agreement or upon the Company's previous request, the Employee will return to the Company any and all Company property, including property containing Confidential Information.

10.5. Employee further acknowledges that the foregoing provisions complement the provisions of Law 9.279/1996, particularly Article 195, XI, which determines that the non-authorized disclosure or use of confidential information that belongs to the Company characterizes the crime of unfair competition.

11. The Employee authorizes the Company to share with Affiliates, personal information of the Employee which, in some way, are related to this Agreement and his professional history, such as, salary, education, prior jobs, other curricular information, marital status, etc. Further, the Employee authorizes the Company to share with third parties engaged by the Company to provide employee-related services, any information regarding the Employee necessary for the third parties to carry out such services, provided that the third party has agreed to maintain the confidentiality of such Employee's information and to use such information within the strict terms agreed with the Company and/or its Affiliates.

12. The Employee agrees to comply with all applicable laws, regulations, and governmental orders of Brazil, now or hereafter in effect, relating to his employment by the Company.

12.1. The Employee represents and warrants that he has not, and shall not at any time during his employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any government official, political party, candidate for political office or public international organization; or (ii) any other person, firm, corporation or other entity, with knowledge that some or all of that money or other thing of value will be paid, given, offered or promised to a government official, political party, candidate for political office or public international organization, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

13. Employee declares that he is aware of, and fully understands that he must abide by, all policies and procedures in force and made available by Company and Affiliates that may be related to his role in the Company, including, but not limited to, the Executive Severance and Non-Competition Agreement, the Company's Code of Conduct, and Company's policies on insider trading, conflicts of interest and violation of applicable laws in the course of performing services to the Company. Employee may be required in the future to acknowledge in writing his receipt and understanding of existing, amended or new Company policies.

14. Employee hereby also acknowledges and agrees that:

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- 14.1. All records, documents, papers (including copies and summaries thereof) texts, discoveries, designs, techniques, schemes, drawings, models, know-how, computer programs, software source code and related documentation, mask works, formulae, improvements, developments, ideas, utility models, appliances, processes, products, innovations and/or inventions and other copyright protected works, or works otherwise protected by intellectual property, as well as any original tangible expression of the foregoing, whether patentable or not, or otherwise protected under intellectual property laws (collectively the "**Inventions**"), made or acquired by Employee, resulting, partially or entirely from, the use of Company's time, means, data, materials or equipment in the course of, or related with Employee's activities, shall, together with all the Intellectual Property Rights in all such works, be and at all times remain the absolute property of the Company or Affiliate.
- 14.2. Employee hereby irrevocably and unconditionally waives, to the maximum extent provided by the applicable laws on Intellectual Property, all rights granted by statute that vest in Employee (whether before, on, or after the date hereof) in connection with Employee's authorship of any Inventions in the course of his employment with the Company, wherever in the world enforceable.
- 14.3. Any Inventions made, developed or discovered by Employee, either alone or together with others, in the course of the performance of his duties of employment will forthwith be disclosed to the Company and will belong to and be the absolute property of the Company. If the Employee makes any inventions that do not belong to the Company under existing statutes, Employee agrees to forthwith license or assign (as determined by the Company) to the Company the Employee's rights in relation to such inventions and will deliver to the Company all documents and other materials relating to them. The Company will pay to Employee such compensation for the license or assignment as the Company will determine in its absolute discretion.
15. The Employee acknowledges and agrees that breach of any provisions of this Agreement, including, but not limited to Articles 10 (confidentiality), 12 (compliance with law), 13 (compliance with Company's policies) and/or 14 (intellectual property), authorizes the immediate termination of the Agreement by the Company. Employee's obligations under Articles 10 and 14 will survive the termination of this Agreement.
16. The parties agree that, in the event any clause or provision of this Agreement shall be deemed illegal or ineffective, such event shall not in any way affect the remaining clauses, which shall continue in full force.
17. Brazilian laws will govern this Agreement, and any disputes arising therefrom shall be settled in the Courts of São Paulo, City of São Paulo, Brazil.
18. This Agreement is executed in Portuguese and in English. In case of conflict, the Portuguese version shall prevail.
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And being thus agreed and contracted, the parties sign this Agreement in two counterparts, in the presence of two witnesses.

City of São Paulo, February 1<sup>st</sup>, 2016.

**INGREDION BRASIL - INGREDIENTES INDUSTRIAS LTDA.**

By: /s/ Marcel Couto \_\_\_\_\_  
Marcel Couto  
Vice President—Human Resources, South America

**Ernesto Pousada**

/s/ Ernesto Pousada \_\_\_\_\_

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## Executive Severance and Non-Competition Agreement

This Agreement is made on this 1st day of February, 2016, by and between **Ingredion Brasil - Ingredientes Industriais Ltda.**, a Brazilian corporation (the "**Company**"), and Ernesto Pousada (the "**Executive**").

WHEREAS, the Executive is a key employee of the Company, and

WHEREAS, the Company wishes to assure that it will have the continued dedication of the Executive and the availability of the Executive's advice and counsel notwithstanding the possibility, threat or occurrence of a bid to take over control of Ingredion Incorporated (the "**Parent**"), and to induce the Executive to remain in the employ of the Company; and

WHEREAS, the Executive is willing to continue to serve the Company taking into account the provisions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and the respective covenants and agreements of the parties herein contained, the parties agree as follows:

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## Article 1. Change in Control

1.1 Benefits shall be provided under Article 3 hereof only in the event there shall have occurred a “**Change in Control**”, as such term is defined below, and the Executive’s employment by the Company shall thereafter have been terminated by the Company in accordance with Article 2 below within the period beginning on the date of the “Change in Control” and ending on the second anniversary of the date of the “Change in Control” (the “**Protection Period**”). If any Protection Period terminates without the Executive’s employment having been terminated by the Company, any subsequent “Change in Control” shall give rise to a new Protection Period. No benefits shall be paid under Article 3 of this Agreement if the Executive’s employment terminates outside of a Protection Period.

(a) “Change in Control” shall mean:

- (1) The acquisition by any individual, entity or group (a “**Person**”), including any “person” within the meaning of Section 13(d)(3) or 14(d)(2) of the U.S. Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), of beneficial ownership within the meaning of Rule 13d-3 promulgated under the Exchange Act, of 20% or more of either (i) the then outstanding shares of common stock of the Parent (the “**Outstanding Common Stock**”) or (ii) the combined voting power of the then outstanding securities of the Parent entitled to vote generally in the election of directors (the “**Outstanding Voting Securities**”); excluding, however, the following: (A) any acquisition directly from the Parent (excluding any acquisition resulting from the exercise of an exercise, conversion or exchange privilege unless the security being so exercised, converted or exchanged was acquired directly from the Parent), (B) any acquisition by the Parent, (C) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by the Parent or any corporation controlled by the Parent or (D) any acquisition by any corporation pursuant to a transaction which complies with clauses (i), (ii) and (iii) of subsection (3) of this Section 1.1(a); provided further, that for purposes of clause (B), if any Person (other than the Parent or any employee benefit plan (or related trust) sponsored or maintained by the Parent or any corporation controlled by the Parent) shall become the beneficial owner of 20% or more of the Outstanding Common Stock or 20% or more of the Outstanding Voting Securities by reason of an acquisition by the Parent, and such Person shall, after such acquisition by the Parent, become the beneficial owner of any additional shares of the Outstanding Common Stock or any additional Outstanding Voting Securities and such beneficial ownership is publicly announced, such additional beneficial ownership shall constitute a Change in Control;
- (2) Individuals who, as of the beginning of any consecutive two-year period constitute the Board of Directors of the Parent (the “**Incumbent Board**”) cease for any reason to constitute at least a majority of such Board of Directors; provided that any individual who subsequently becomes a director of the Parent and whose election, or nomination for election by the Parent’s stockholders, was approved by the vote of at least a majority of the directors then comprising the Incumbent Board shall be deemed a member of the

Incumbent Board; and provided further, that any individual who was initially elected as a director of the Parent as a result of an actual or threatened solicitation by a Person other than the Board of Directors for the purpose of opposing a solicitation by any other Person with respect to the election or removal of directors, or any other actual or threatened solicitation of proxies or consents by or on behalf of any Person other than the Board of Directors shall not be deemed a member of the Incumbent Board;

- (3) The consummation of a reorganization, merger or consolidation of the Parent or sale or other disposition of all or substantially all of the assets of the Parent (a “**Corporate Transaction**”); excluding, however, a Corporate Transaction pursuant to which (i) all or substantially all of the individuals or entities who are the beneficial owners, respectively, of the Outstanding Common Stock and the Outstanding Voting Securities immediately prior to such Corporate Transaction will beneficially own, directly or indirectly, more than 50% of, respectively, the outstanding shares of common stock, and the combined voting power of the outstanding securities of such corporation entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Corporate Transaction (including, without limitation, a corporation which as a result of such transaction owns the Parent or all or substantially all of the Parent’s assets either directly or indirectly) in substantially the same proportions relative to each other as their ownership, immediately prior to such Corporate Transaction, of the Outstanding Common Stock and the Outstanding Voting Securities, as the case may be, (ii) no Person (other than: the Parent; any employee benefit plan (or related trust) sponsored or maintained by the Parent or any corporation controlled by the Parent; the corporation resulting from such Corporate Transaction; and any Person which beneficially owned, immediately prior to such Corporate Transaction, directly or indirectly, 15% or more of the Outstanding Common Stock or the Outstanding Voting Securities, as the case may be) will beneficially own, directly or indirectly, 25% or more of, respectively, the outstanding shares of common stock of the corporation resulting from such Corporate Transaction or the combined voting power of the outstanding securities of such corporation entitled to vote generally in the election of directors and (iii) individuals who were members of the Incumbent Board will constitute at least a majority of the members of the board of directors of the corporation resulting from such Corporate Transaction; or
- (4) The consummation of a plan of complete liquidation or dissolution of the Parent.
- (b) For purposes of this Agreement, the term “**Affiliate**” shall mean any corporation in which the Parent possesses directly or indirectly fifty percent (50%) or more of the total combined voting power of all classes of stock.

## Article 2. Termination Following Change in Control

2.1 The Executive shall be entitled to the benefits provided in Article 3 hereof upon any termination of his employment by the Company within a Protection Period, except if the termination of his employment occurs due to his death or by the Company for “Cause”. As a condition of receiving the benefits under this Agreement, the Executive agrees to cooperate with the Company and the Affiliates in effecting his termination of employment by the Company. In any case, irrespective of whether payment under this Agreement or otherwise applies, any termination of the employment relationship of the Executive will need to follow the specific procedures applicable under Brazilian employment law. This Agreement does not represent job protection/ security to the Executive and, may be terminated at any time, provided that applicable law or collective bargaining agreement does not provide otherwise.

- (a) **Cause.** Termination of the Executive’s employment by the Company for “Cause” shall be defined as provided in Article 482 of the Labor Code in Brazil.
- (b) **Without Cause.** Termination of Executive's employment by the Company at the Company's initiative for any reason other than for Cause or due to his death.
- (c) **Transfers; Sale of an Affiliate.** A transfer of employment from the Company to an Affiliate, from an Affiliate to the Company, or between Affiliates (including in each case without limitation a transfer due to merger or other consolidation) shall not be considered a termination of employment for purposes of this Agreement. If the Parent’s direct or indirect ownership of a corporation is reduced so as to cause such corporation to cease to be an “Affiliate” as defined in Section 1.1(b) of this Agreement and the Executive continues in employment with such corporation, this shall not be considered as a termination of the Executive's employment agreement for any purposes, including for purposes of this Agreement. Thus, Executive shall not be entitled to any benefits pursuant to Article 3 unless (a) a Change in Control occurred prior to such reduction in ownership and (b) the Executive’s employment terminates within the Protection Period beginning on the date of such Change in Control under circumstances that would have entitled the Executive to benefits if such corporation were still an Affiliate.

## Article 3. Benefits Upon Termination Within Protection Period

3.1 If, *within a Protection Period*, the Executive’s employment by the Company shall be terminated by the Company other than because of his death or for Cause, the Executive shall be entitled to the benefits provided for below:

- (a) The Company shall pay to the Executive through the date of the Executive’s termination of employment outstanding salary then in effect, together with vacation accrued and unused to the date on which Executive’s employment terminates, and all other benefits due to Executive through the date of Executive’s termination of employment, in accordance with the standard payroll and other practices / policies of the Company.

- (b) The Company shall also pay to the Executive the amount equal to the target annual bonus established for the Executive under the Company's annual bonus plan for the fiscal year in which the Executive's termination of employment occurs, reduced pro rata for that portion of the fiscal year during which Executive actually provided services to the Company.
- (c) The Company shall pay the Executive an additional termination bonus in the gross amount equivalent to the amount obtained in (i) below (the "Protection Termination Bonus"). For the purposes of this Agreement, last annual base salary is equivalent to 13.33 times Executive's monthly base salary then in effect. The Protection Termination Bonus shall be made in one single installment no later than ninety (90) days after the date of the Executive's termination of employment, and shall be inclusive of any and all other amounts due to him from the Company or any Affiliate for termination of the Executive's employment with the Company, including, without limitation, any severance payments or termination indemnities (including FGTS and any applicable notice) due in accordance with any applicable statute or statutes, as well as by the amounts payable under Section 6.4 of this Agreement.
  - (i) The Protection Termination Bonus shall equal two (2) times the sum of (A) the Executive's last annual base salary and (B) the Executive's target annual bonus for the fiscal year in which the Executive's termination of employment occurs, minus the sum of (C) all termination and severance payments due in accordance with applicable Brazilian law and (D) the restrictive covenants indemnity payable under Section 6.4 of this Agreement;  $[2*(A+B)]-(C+D)$
- (d) All other rights and benefits that the Executive is vested in, pursuant to other plans and programs of the Company such as the Retention Bonus so that in the case of involuntary termination (excluding death, disability or cause), during the first 3 years of employment, the Retention bonus will fully vest in the amount of USD 450,000 (four hundred and fifty thousand dollars).

The Executive shall be entitled to all payments and benefits provided for by or pursuant to this Section 3.1 whether or not he seeks or obtains other employment, except as otherwise specifically provided in this Section 3.1. In any case, irrespective of whether payment under this Agreement or otherwise applies, any termination of the employment relationship of the Executive will need to follow the specific procedures applicable under Brazilian employment law.

#### **Article 4. Benefits Upon Termination Outside of Protection Period**

**4.1** If, *outside of a Protection Period*, the Executive's employment by the Company shall be terminated by the Company without Cause, and other than due to his death, the Executive shall be entitled to the benefits provided for below:

- (a) The Company shall pay to the Executive through the date of the Executive's termination of employment outstanding salary then in effect, together with vacation accrued and unused to the date on which Executive's employment



terminates, and all other benefits due to Executive through the date of Executive's termination of employment, in accordance with the standard payroll and other practices of the Company.

- (b) The Company shall also pay to the Executive a termination bonus in the gross amount equivalent to the amount obtained in (i) below (the "Non-Protection Termination Bonus"). For the purposes of this Agreement, last annual base salary is equivalent to 13.33 times Executive's monthly base salary then in effect. The Non-Protection Termination Bonus shall be made in one single installment no later than ninety (90) days after the date of the Executive's termination of employment and shall be inclusive of any and all other amounts due to him from the Company or any Affiliate for termination of the Executive's employment with the Company, including, without limitation, any severance payments or termination indemnities (including FGTS and any applicable notice) due in accordance with any applicable statute or statutes, as well as by the amounts payable under Section 6.4 of this Agreement.
- (i) The Non-Protection Termination Bonus shall equal one (1) times (A) the Executive's last annual base salary, minus the sum of (B) all termination and severance payments due in accordance with applicable Brazilian law and (C) the restrictive covenants indemnity payable under Section 6.4 of this Agreement;  $(1 * A) - (B + C)$ .
- (c) All other rights and benefits that the Executive is vested in, pursuant to other plans and programs of the Company such as the Retention Bonus so that in the case of involuntary termination (excluding death, disability or cause), during the first 3 years of employment, the Retention bonus will fully vest in the amount of USD 450,000 (four hundred and fifty thousand dollars).

In any case, irrespective of whether payment under this Agreement or otherwise applies, any termination of the employment relationship of the Executive will need to follow the specific procedures applicable under Brazilian employment law.

## **Article 5. Benefits Payment Schedule**

**5.1 Payment Schedule.** Payments due to the Executive pursuant to Article 3 or Article 4 shall be paid or commence no later than ninety (90) days after the date of the Executive's termination of employment.

All amounts and benefits payable hereunder shall be reduced by any and all required or authorized withholding and deductions.

Notwithstanding the above, the Company's obligation to pay the amounts due to the Executive pursuant to Article 3 or Article 4 of this Agreement, to the extent they were not already paid, shall cease immediately and such payments will be forfeited, if the Executive violates any condition described in Sections 6.1, 6.2 or 6.3, after his termination of employment. To the extent already paid, should the Executive violate any condition described in Sections 6.1, 6.2 or 6.3, after his termination of employment, such amounts provided hereunder shall be repaid

in their entirety by the Executive to the Company, and all rights to such payments shall be forfeited.

## Article 6. Restrictive Covenants

The Executive acknowledges and agrees that he is agreeing to comply with the restrictive covenants in this Article 6 as a term and condition of, and in consideration for, his being hired by the Company as President, South America, and the compensation and other benefits set forth in his letter agreement dated November 28th, 2015.

**6.1 Confidentiality.** The Company has advised the Executive and the Executive acknowledges that it is the policy of the Company to maintain as secret and confidential all Protected Information (as defined below), and that Protected Information has been and will be developed at substantial cost and effort to the Company. The Executive shall not at any time, directly or indirectly, divulge, furnish or make accessible to any person, firm, corporation, association, or other entity (otherwise than as may be required in the regular course of Executive's employment), nor use in any manner, either during the Executive's employment period or after the termination, for any reason, any Protected Information, or cause any such information of the Company or the Affiliates to enter the public domain. For purposes of this Agreement, "**Protected Information**" means trade secrets, Confidential Information (as defined below) or proprietary information of the Company as well as those of the Company's clients and prospective clients, customers and potential customers (collectively, the "**Customers**"); provided, however that information that is in the public domain (other than as a result of a breach of this Agreement), approved for release by the Company or lawfully obtained from third parties who are not bound by a confidentiality agreement with the Company, is not Protected Information. By way of illustration and not limitation, "**Confidential Information**" shall include the results of client opinion surveys, research and development plans or projects, client data, client survey and Company reports; computer materials such as programs, instructions, source and object code, and printouts; formulas; inventions, developments, and discoveries; product testing information; business improvements, processes, marketing and selling ideas; business plans (whether pursued or not); budgets; unpublished financial statements; licenses; pricing, pricing strategy and cost data; information regarding the skills and compensation of employees of the Company; the identities of the Company's Customers and any Customer data, including, without limitation, any banking information and credit card data; the particular preferences, likes, dislikes and needs of those Customers; Customer information regarding contact persons, pricing, sales calls, daily routine, timing, sales and services terms, and service plans; methods, practices, strategies, forecasts, know-how, and other marketing techniques; the identities of key accounts and potential key accounts; the identities of the Company's suppliers and consultants, all information about those supplier and Consultant relationships such as contact person(s), pricing and other terms.

**6.2 Non-solicitation.** During the term of this Agreement and for a period after the Executive's date of termination of employment equal to either (i) twenty-four (24) months if the Executive's employment by the Company is terminated by the Company *within* a Protection Period or (ii) twelve (12) months if the Executive's employment by the Company is terminated by the Company *outside* of a Protection Period, the Executive shall not, directly or indirectly, other than on behalf of the Company:

(A) Induce or assist in the inducement of any individual away from the Company's or any Affiliate's employ or from the faithful discharge of such individual's contractual and fiduciary obligations to serve the Company's or any Affiliate's interests with undivided loyalty; or

(B) Induce or assist in the inducement of any Customer, individual or entity that provides services to the Company or any Affiliate to reduce any such services provided to, or to terminate their relationship with the Company or any Affiliate.

**6.3 Non-competition.** The Executive expressly acknowledges that the Company and the Affiliates market and sell products globally, and given the Executive's substantial experience and expertise in the industry including his significant exposure, access to, and participation in the development of the Company's and the Affiliates' strategy, marketing, intellectual property and confidential and proprietary information, his business affiliation with any individual or entity that sells or develops products similar to, or that may serve as a substitute for, the Company's or any Affiliate's products, would cause substantial and irreparable harm to the Company's, and/or Affiliate's business. Accordingly, the Executive agrees that during his employment with the Company, and for a period after the termination of his employment with the Company equal to either (i) twenty-four (24) months if the Executive's employment by the Company is terminated by the Company *within* a Protection Period or (ii) twelve (12) months if the Executive's employment by the Company is terminated by the Company *outside* of a Protection Period, the Executive shall not, directly or indirectly, other than on behalf of the Company or the Affiliates, participate or become involved as an owner, partner, member, director, officer, employee, or consultant, or otherwise enter into any business relationship, with any individual or entity anywhere in the world that develops, produces, manufactures, sells, or distributes starch, corn, rice, potato, stevia, corn oils, sweeteners, starches concentrates or other products produced by the Company or any Affiliate or that could be used as a substitute for such products including, but not limited to, Tapioca, Manioc, Yucca or Potato starches, flours, syrups and sweeteners; Dextrose, Stevia-based or other high intensity sweeteners, Glucose, Polyols, HFCS, High Maltose syrup, texturants, and Maltodextrin sweeteners; Prebiotics; Omega-3; seed development, emulsifiers, encapsulates, non-synthetic green biomaterial products derived from starches, Inulin fibers; Corn oil; Gluten protein; and Caramel Color, fruit concentrates, fruit purees, fruit essences or formulated fruit products, vegetable concentrates, vegetable purees, vegetable essences or formulated vegetable products, and specifically including but not limited to the following entities that manufacture such or similar products: ADM, Cargill, Bunge, Roquette, Staley, Tate & Lyle, Avebe, Arcor, Tereos/Syral, CP Kelco and Halotek, including subsidiaries or divisions thereof or any entity which succeeds to a relevant business.

**6.4 Indemnity of Restrictive Covenants.** As an indemnity for the non-competition and non-solicitation covenants of Section 6.2 and Section 6.3 of this Agreement, the Company agrees to pay to Executive the gross equivalent of 50% of the Executive's base salary per month of the non-compete and non-solicitation period that is applicable under Section 6.2 and Section 6.3 of this Agreement (the "Restrictive Covenant Indemnity"). Half of the Restrictive Covenant Indemnity will be due and payable upon the Executive's termination of employment by the Company and half of the Restrictive Covenant Indemnity will be come due and payable upon the expiration of the applicable non-compete and non-solicitation period.

(A) Provided that the non-compete and non-solicitation covenants set forth in Section 6.2 and Section 6.3 of this Agreement are duly observed and complied with by the Executive, the amount provided in this Section 6.4 shall be deposited in a bank account of the Executive's choosing.

(B) Notwithstanding any of the foregoing, Company reserves the right, at its sole discretion, to reduce or waive the enforcement of the non-compete and non-solicitation periods referred to in Section 6.2 and Section 6.3 of this Agreement. In the event the Company decides to waive or reduce such provision(s), Company will inform the Executive of its decision no less than ten (10) days from the termination of the Executive's employment agreement with the Company. In case of full or partial waiver of enforcement of the non-compete and non-solicitation periods referred to in Section 6.2 and Section 6.3 of this Agreement, the indemnity set forth in this Section 6.4 above will not be due to the Executive for such period of time the respective non-compete and non-solicitation is waived.

**6.5 Injunctive Relief.** The Executive acknowledges and agrees that the covenants contained in this Article 6 are reasonable in scope and duration, and are necessary to protect the Company's and the Affiliates' legitimate business interests. Without limiting the rights of the Company and/or the Affiliates to pursue any other legal and/or equitable remedies available to them for any breach by the Executive of the covenants contained in this Article 6, the Executive acknowledges that a breach of those covenants would cause a loss to the Company and/or the Affiliates for which it could not reasonably or adequately be compensated by damages in an action at law, that remedies other than injunctive relief could not fully compensate the Company and/or the Affiliates for a breach of those covenants and that, accordingly, the Company and/or the Affiliates shall be entitled to seek injunctive relief to prevent any breach or continuing breaches of the Executive's covenants as set forth in this Article 6. It is the intention of the parties that if, in any action before any court empowered to enforce such covenants, any term, restriction, covenant, or promise is found to be unenforceable, then such term, restriction, covenant, or promise shall be deemed modified to the extent necessary to make it enforceable by such court.

#### **Article 7. No Other Severance Benefits; Right to Other Plan Benefits**

The Executive hereby covenants and agrees that all the amounts he may be entitled to in the event of termination of the Executive's employment under circumstances entitling the Executive to benefits hereunder, shall be offset by any and all other amounts due to him from the Company for dismissal without cause, including, without limitation, any severance payments or termination indemnities (including FGTS and any applicable prior notice) due in

accordance with any applicable statute or statutes. Thus, any amounts that are paid to the Executive as a consequence of the Change in Control are not cumulative with other severance payments due to the Executive and shall inclusive of any local termination payments that may be due to him from the Company. It is further agreed that the intention when signing this Agreement is to avoid (i) any double severance or termination payments which could be due under both this Agreement and Brazilian law and/or the Executive's employment agreement with the Company and (ii) any duplication of other benefits that the Executive is entitled to receive under his employment agreement with the Company or in accordance with Brazilian statutory provisions and/or pursuant to any other legal basis.

#### **Article 8. Termination of Employment Agreements**

Any and all employment agreements entered into between the Company and the Executive prior to the date of this Agreement, with the exception of the employment agreement between the Executive and Ingredion Brasil - Ingredientes Industriais Ltda. dated February 1, 2016, are hereby terminated, except to the extent not permitted by applicable law.

#### **Article 9. Termination and Amendment; Successors; Binding Agreement**

**9.1** This Agreement shall terminate on the close of business on the day preceding the one-year anniversary of the date of this Agreement. However, the term of this Agreement shall automatically be renewed for successive one year periods, unless at least six (6) months prior to such anniversary date of this Agreement, the Company or the Executive shall have given notice to the other party, in accordance with Article 10, that this Agreement shall not be extended. This Agreement may be amended only by an instrument in writing signed by the Company and the Executive consistent with Article 10 hereof. Subject to Section 5.1 and Article 7, the Company expressly acknowledges that, during the term of this Agreement, the Executive shall have a binding and irrevocable right to the benefits set forth hereunder in the event of his termination of employment by the Company during a Protection Period to the extent provided in Section 2.1. Any purported amendment or termination of this Agreement by the Company, other than pursuant to the terms of this Section 9.1, shall be ineffective, and the Executive shall not lose any right hereunder by failing to contest such a purported amendment or termination.

**9.2** This Agreement and all rights of the Executive hereunder shall inure to the benefit of, and shall be enforceable by, the Executive and the Executive's legal representatives. If the Executive should die while any amounts remain payable to him hereunder, all such amounts shall be paid to his estate.

**9.3** Subject to Section 5.1 and Article 7, the Company's obligation to provide the benefits set forth in this Agreement shall be absolute and unconditional and shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, or other right which the Company may have against the Executive or anyone else, except as expressly set forth in this Agreement. All amounts payable by the Company hereunder shall be paid without notice or demand. Subject to Section 5.1 and Article 7, each and every payment made hereunder by the Company shall be final, and the Company shall not

seek to recover all or any portion of such payment from the Executive or from whomsoever may be entitled thereto, for any reason whatsoever.

**9.4** As used in this Agreement, "Company" shall mean the Company hereinbefore defined and any successor which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

#### **Article 10. Notice**

All notices of termination and other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or mailed by registered mail, return receipt requested, addressed as follows:

If to the Executive:

Ernesto Pousada

If to the Company:

Ingredion Brasil - Ingredientes Industrias Ltda.  
Avenida do Café, Nº 277 - Torre B - 2º Andar - Jabaquara  
São Paulo, São Paulo  
**Attention:** [Insert job title and department]

or to such other address as either party may have furnished to the other in writing in accordance herewith.

#### **Article 11. Miscellaneous**

No waiver by either party of any breach by the other party of, or compliance with, any provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions at the same or any prior or subsequent time. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of Brazil, without regard to its principles of conflict of laws.

#### **Article 12. Validity**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

**Article 13. Legal Expenses; Dispute Resolution;**

**13.1** The Company shall promptly pay all legal fees and related expenses incurred by the Executive in seeking to obtain or enforce any right or benefit under this Agreement (including all fees and expenses, if any, incurred in seeking advice in connection therewith).

**13.2** If any dispute or controversy arises under or in connection with this Agreement, including without limitation any claim under any local law, rule, decision or order relating to employment or the fact or manner of its termination, the Company and the Executive shall attempt to resolve such dispute or controversy through good faith negotiations. In case these negotiations are frustrated, any disputes or controversy arising therefrom shall be settled in the Courts of São Paulo, City of São Paulo, Brazil.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

/s/ Ernesto Pousada  
Ernesto Pousada

Ingredion Brasil - Ingredientes Industrias Ltda.

By: /s/ Marcelo Couto  
Marcelo Couto  
Vice President Human Resources - South America



**EXHIBIT 10.37**

December 23, 2015

Pierre Perez y Landazuri  
Singapore

*Re: Offer of Employment (2<sup>nd</sup> revision)*

Dear Pierre:

I am pleased to confirm the details of your offer for the position of **Vice President and General Manager, EMEA** located in Hamburg, Germany with an anticipated start date no later than April 15, 2016. You will report directly to me, and your employment contract will be maintained with Ingredion Germany GmbH. Details of our offer include:

**Base Salary**

Your annual base salary will be **275,000€ per year** and the conditions of your employment will follow German employment standards.

**Annual Incentives**

You will participate in the Company's Short-Term Incentive Plan (STIP) at a target level of **50% of your annual base salary**. *Actual awards may range from 0 to 200% of target depending on business performance (weighted at 75%), as well as your personal performance (weighted at 25%).*

**Long-Term Incentives**

You will participate **in the Company's Long Term Incentive Plan ("LTIP")**. LTIP awards are based on recommendations from senior management and are granted annually in February, upon Board approval. Your annual target LTI award value will be \$162,000 USD.

- **Equity Award Mix:** Awards will be delivered in a mix of Performance Shares ("PSUs"), Restricted Stock Units (RSUs), and Stock Options. Last year, PSUs were weighted at 35%, RSUs were weighted at 25% and Stock Options were weighted at 40%.
  - **Equity Vesting:** Currently, the RSU component will vest after three years' time, while one-third of Stock Options will vest each anniversary of the grant and will be fully vested after three years. PSUs will be earned over a three-year period based on Ingredion's cumulative total shareholder return ("TSR") performance, relative to a peer group for the performance cycle. Upon vesting, PSUs are delivered in the form of shares of Ingredion stock, and funding will be based on our relative TSR performance which can range from 0 to 200% of the "target" number of shares.
  - Grant provisions are subject to change. Further details of the plan will be outlined in the plan prospectus and grant agreement which you will receive at the time the award is delivered.
-



## **Relocation**

The Company will provide support for your relocation to Hamburg including:

- Reasonable expenses for transport of personal belongings and household effects from Singapore to Germany for you and your family;
- A limited shipment of furniture and personal goods is permitted; maximum volume is one 40ft container sea shipment and 500lbs (226.8 kg) air shipment;
- Temporary housing in Hamburg for and goods storage for a period of 3 months;
- A transition payment of 3,000€ per month for the first 36 months of your employment to assist with your transition to a local employment contract in Hamburg.
- *Note: A recoupment provision will apply to the monthly transition payments if you resign your employment within 3 years of payment.*

In addition, the Company will provide reimbursement of costs and fees associated with your departure from Singapore including:

- Continuation of rent payments for your family through July 2016;
- Payment of up to 3 months of school tuition fees for your daughter in Singapore;
- A rental car for your wife, if required, for up to 3 months in Singapore;
- Any rent penalty payments you incur due to resigning your employment with CP Kelco prior to July 15, 2016.

## **Signing Bonus and Special Equity Award**

In addition to the total direct compensation offered to you in connection with this role, and to off-set the value of your potential lost short term bonus and long term incentive awards, we are also offering the following cash signing and retention bonuses in addition to a one-time RSU award (*delivered at hire*). Details and associated provisions of our offering are as follows:

### **Signing and Retention Bonuses**

- **240,000€ signing bonus** – *Delivered in cash 30 days after hire*  
*Note: The value of the signing bonus will be offset by 75% of the value of any short term bonus or long term incentive payments you receive from CP Kelco in 2016.*
- **120,000€ retention bonus** – *Delivered in cash 1 year after hire*
- **120,000€ retention bonus** – *Delivered in cash 2 years after hire*

### **Special Equity Award**

- A one-time equity award in RSUs valued at \$150,000 USD will be issued to you upon hire. Vesting of this award will occur three years from the date of grant.

Our offer of employment, signing bonus, retention bonuses and special equity award are contingent on your signed consent and execution of a Non-Competition and Confidentiality Agreement.

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Pierre Perez y Landazuri  
December 18, 2015

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**Other Benefits**

In addition to your direct compensation, you will be provided with a Company car, retirement plan, health care and other benefits in accordance with German policies. Details will be provided with your formal employment contract.

I look forward to discussing this opportunity further at your earliest convenience and am confident in the contribution you will bring to the EMEA Region and Ingredion.

Sincerely,

Handwritten signature of Jorgen Kokke in blue ink.

Jorgen Kokke  
Senior Vice President & President, Asia Pacific & EMEA

cc: Diane Frisch, Senior Vice President, Human Resources, Ingredion

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**MANAGING DIRECTOR SERVICE AGREEMENT**  
**(Geschäftsführeranstellungsvertrag)**

- hereinafter referred to as the "Contract" -

between

**Ingredion Germany GmbH**

Grüner Deich 110

20097 Hamburg

- hereinafter referred to as the "Company" -

and

**Pierre Perez y Landazuri**

- hereinafter referred to as the "Managing Director" -

**Section 1**

**Commencement of Service Relationship, Area of Work, Relocation**

1. As of **April 15th** and for an indefinite period of time the Managing Director shall be engaged as a **Managing Director** (*Geschäftsführer*) of the Company and shall also hold the function of **Vice President and General Manager, Europe, Middle East and Africa (EMEA)**.
2. The Company shall be entitled, at its reasonable discretion, to change and amend the Managing Director's field of responsibility within the Company in line with the Managing Director's training and skills and experience and to allocate tasks and responsibilities to the Managing Director of a similar level. The Managing Director's compensation shall not be changed in these events. The Company shall further be entitled to relocate the Managing Director to another place of work at its reasonable discretion. The Managing Director's interests shall be taken into account in the event of a change or amendment of the Managing Director's field of responsibility or the transfer to another location. The Company may require the Managing Director to perform duties for an Associated Company, where such duties are consistent with the Managing Director's position and the Managing Director agrees to perform such duties. The Managing Director shall give consent if being asked to transfer this employment agreement to any Associated Company on the same terms as set out in this Contract (or as applicable at the time of such assignment).
3. The Managing Director shall carry out his duties as a managing director applying the diligence of a prudent businessman in accordance with the law, the provisions of this Contract, the Company's Articles of Association, the general directives and specific instructions given to him by the shareholder, the Company's Policies of Business Conduct as well as any Standing Orders for the Company's management as amended from time to time.

The Managing Director shall promote and uphold the interests of the Company in every respect.

4. At the request of the shareholders, the President shall render his services as managing director for the benefit of domestic and foreign companies which are affiliated companies of the Company according to Sec. 15 et seq. German Stock Corporation Act (*Aktiengesetz*) ("**Affiliated Companies**"; each an "**Affiliated Company**"). The aforementioned services are compensated with the remuneration set forth in Section 3 below. There are no additional remuneration claims.
5. By signing this Contract the Managing Director consents to a medical check-up on appointment by the Company physician (or physician appointed by the Company for this purpose) and undertakes to attend the preventive medical check-ups on a regular basis that are necessary for the Managing Director's kind of work. The costs of these check-ups shall be borne by the Company. The Company will not receive any particular diagnosis of such check-up but only the physician's assessment of whether or not the Managing Director is capable and fit to perform the required job functions.

## **Section 2 Secondary Activity**

1. The Managing Director shall not undertake any other activity, whether paid or not, nor participate actively in any commercial or charitable organisation without the Company's prior written permission. The Company, applying its own fair judgement, shall withhold its consent only if it sees the possibility of its interests or the Managing Director's performance being affected. If the Managing Director takes on any secondary activity the Managing Director shall make the recipient of the Managing Director's services aware of this employment agreement and adhere to the restrictions imposed by the Working Hours Act.
2. The Managing Director shall not publish or publicly present any material in any form that relates to the results of the Managing Director's work or to questions affecting the Company's or Affiliated Companies' interests unless the Company has given its prior written consent.

## **Section 3 Remuneration, Company Car and Exclusion of Assignment**

1. The Managing Director shall receive a gross annual base salary of Euro 275.000 gross, less all statutory and company-specific deductions.  
  
The annual base salary will be split into 13 parts and paid by electronic transfer at the end of the month taking into account all statutory and company-specific deductions. The gross annual salary shall be reviewed every year.
2. The date of the next salary review is April 2017. The Company reserves the right to modify this date and the salary review does not create a legal entitlement to salary adjustments.
3. The Managing Director may be eligible to participate in the Company's short term incentive plan in accordance with its rules which can change from time to time. Details will be provided to the Managing Director separately. The participation in the incentive plan does not lead to a legal entitlement to a particular award or a particular level of award.

4. In light of the Managing Director's total level of compensation, the total annual pay covers possible overtime work.
  5. The Managing Director may be required to travel within Germany and abroad, as required by the Company from time to time. The Managing Director shall be entitled to claim reasonable travel expenses for business trips, which have been properly incurred. The type and amount of expenses are set out in the Company guidelines on business trips and expenses policies. These guidelines and policies as set out and applied by the Company, shall be applicable in this respect. These policies and guidelines may be changed by the Company, from time to time.
  6. The Managing Director is eligible for the use of a car in accordance with the Company's car and driving policy ("**Car Policy**"). Given that the Company may change or amend its Car Policy at its reasonable discretion, this does not create an entitlement to a particular company car or a particular level of car. The Company has the right to revoke the private use of the company car and to request the return of the company car, unless this is unreasonable for the Managing Director. The right to revoke exists particularly in the case of:
    - i. Release of the Managing Director from the duty to fulfill his obligations under this Contract;
    - ii. Discontinuation of actual job performance (e.g., due to illness, special leave, etc.) after the lapse of possible periods of continued remuneration,
    - iii. If the employment relationship is dormant (e.g., due to parental leave, military service, etc.);
    - iv. Loss of driving license or ban on driving a vehicle;
    - v. Change of assignment if the allocation of the company car was only relevant to the assignment;
    - vi. Carrying out service or repair work, or the ordering of replacement parts.
- In the case of revocation, the Managing Director is obliged to return the company car, including all accessories, to the Company's headquarters without delay. The Managing Director shall receive no compensation for the loss of the private use. The Managing Director has no right of retention.
7. The Managing Director shall not assign the Managing Director's claim to salary payment to any third party, unless the Company grants its written consent.

#### **Section 4 Vacation**

1. The Managing Director shall be awarded a vacation entitlement of 30 working days per calendar year based on a five days' working week. The vacation entitlement consists of the minimum statutory vacation of 20 working days and an additional contractual vacation of ten (10) working days. Saturdays are not considered working days.
2. Contractual vacation can only be used if the statutory vacation has been taken in full.
3. The timing of vacation shall always be agreed with the Company in advance taking into

account operational requirements. Vacation slips must be submitted in good time prior to the commencement of leave.

4. For the lapse of the statutory vacation, the statutory rules of the German Vacation Act shall apply. The contractual vacation granted in addition to the statutory minimum shall lapse if not taken by March 31st of the following calendar year. A possible compensation of open vacation upon termination of this Contract shall only be paid with respect to the statutory minimum vacation.

#### **Section 5 Inability to Work**

1. The Managing Director must inform the Company (i.e. the Managing Director's supervisor or the Personnel Department) immediately if unable to work and communicate the likely duration of the Managing Director's absence. The Employer is entitled to request a medical certificate with effect from the first day of illness, which must be submitted to the Personnel Department no later than on the fourth calendar day following the onset of the illness. If the inability to work lasts longer than is stated in the medical certificate, the Managing Director shall inform the Managing Director's immediate superior or the Personnel Department without delay, and in no case later than at the expiry of the previous medical certificate. The Managing Director shall obtain a supplementary medical certificate and submit it without delay.
2. In the event that incapacity to work is caused by negligence or illegal acts by third parties, the Managing Director shall assign any resulting claims for damages against such third parties to the Company provided that the Company continues to pay the Managing Director's salary and other benefits for the duration of the incapacity and also during any subsequent related illnesses. In the event of incapacity to work due to the actions of a third party the Managing Director must therefore inform the Personnel Department immediately, providing details of the third party's name and address.
3. If the Managing Director is prevented from carrying out his duties under this Contract due to illness he shall continue to be entitled to payment of his base salary for a period of up to three months beginning on the first day of his documented inability to work, provided that this Contract does not end earlier.

#### **Section 6 Probationary Period and Termination of this Contract**

1. The probationary period shall be six months, during which this Contract may be terminated by either party giving 14 days' notice.
2. After the probationary period, this Contract may be terminated by either party by giving 6 months' notice to the end of the month. Any longer periods of notice applicable to the Company shall also apply to notice served by the Managing Director.
3. Subject to changes of applicable statute, this Contract shall end without a notification upon expiry of the month in which the Managing Director achieves the actual legal age at entry for full pension or at an earlier point of time if the Managing Director then starts to receive

old-age pension payments on the grounds of age or disability.

4. Due to the Managing Director's status in the organization and his management responsibility, the Company has a justified interest, to release the Managing Director from his duties in the event of the Contract being terminated. Any such release shall be subject to the Managing Director's remaining on base pay and any vacation entitlement being taken into account.
5. This Contract must be terminated in writing.
6. The Managing Director undertakes to provide immediate notification of the Managing Director's new address following any move.

#### **Section 7**

##### **Return of Documents, Right to Retain Documents, Contractual Penalty**

1. The Managing Director shall communicate to the Company and make freely available to it all important observations, experiences and findings relating to its operations. All recorded information relating to the Managing Director's area of work, irrespective of its form, shall be the property of the Company. The Managing Director must therefore, upon leaving the Company or being released from the Managing Director's duties, return to the Company all documents, certificates, records, notes, drafts or duplicates or photocopies thereof without being requested to do so. The Managing Director shall not be entitled on any legal basis to retain any of the documents listed under sentences 1 to 3 above.
2. For each and every case of violation of the obligation to return the above property the Managing Director shall be under an obligation to pay a contractual penalty equal to the Managing Director's gross monthly base salary, and to pay this for each month or part thereof in the event of an enduring violation. The foregoing shall not affect the Company's right to claim damages over and above this level.
3. The Managing Director may not use the Managing Director's company computer, cell phone, PDA or other means of communication for private purposes. The Managing Director agrees to provide the Company with unrestricted access to the data on these devices and confirms that the Company can assume at all times, that no private data is stored on them.

#### **Section 8**

##### **Patents, Copyrights, Trademarks, and Other Property Rights**

1. Any patentable inventions and suggestions for technical improvements (*Verbesserungsvorschläge*) which were or are discovered, developed or created by the Managing Director during the term of this Contract shall be governed by the German Act on Employee Inventions (*Arbeitnehmererfindungsgesetz*). The Managing Director shall in particular be obliged to immediately report any such Employee Invention to the Company and, unless the respective Employee Invention is released by the Company, keep the Employee Invention confidential. The Managing Director agrees to fully assist the Company to obtain the patents and utility models for all Employee Inventions claimed by the Company. Upon request the Managing Director shall assist the Company with the registration of industrial property rights on behalf of the Company to the best of his ability, and will, in particular, make the necessary declarations to the respective registration authority and present the necessary documents.

2. The Managing Director furthermore grants the Company the exclusive right, unrestricted as to time, territory and content, to use work products protected by copyright or ancillary rights which were or are created by the Managing Director during the term of this Contract, including but not limited to software ("Work Products"). This irrevocable and exclusive right shall take effect upon creation of the Work Products. This grant includes the right of the Company to use any copyrights and ancillary rights in a tangible and intangible form, in all countries of the world, and entitles the Company to assign and sublicense any such rights to any third person, irrespective of the scope of application of the sublicense as to time, territory and content. The granting of rights includes, but is not limited to:
  - 2.1 The right to permanently, temporarily and repeatedly reproduce, publish and distribute any Work Products or parts hereof entirely or partly, irrespective of medium and form. This applies in particular to the print media, film, radio and/or digital media, public and private networks of every kind (Internet, Intranet, extranet, mobile data networks) as well as databases and electronic carrier media. This right also includes the right to digitize the Work Product;
  - 2.2 The right to translate and edit Work Products or parts hereof as well as to reproduce and distribute the results of the translation and editing in terms of the above Section 2.1;
  - 2.3 The right to exhibit and publicly present Work Products, including the right to provide access to them to any third person via public and private networks, in particular via Internet or any other interactive call or pull systems, and including the right to introduce the Work Products into and store them in such systems;
  - 2.4 The right to join Work Products or parts hereof with other works, parts of works or any other information and to exploit, use or edit the result in any form, in particular in the actions mentioned above in Sections 2.1 to 2.3.
  
3. The Managing Director waives his right to be named as an author on the Work Products itself. The above granting of all rights to use and to exploit the Work Products is deemed to be remunerated in full by the salary agreed with the Managing Director. To the extent possible under German law, the Managing Director waives any of his possible author's personal rights existing with regard to the Work Products as far as they may affect the undisturbed use by the Company.

**Section 8**  
**Confidentiality Obligations, Secrecy, Data Protection,**  
**Contractual Penalty**

1. The Managing Director undertakes to treat as confidential all confidential and proprietary information including, but not limited to, the Company's and the Affiliated Companies' business and internal operations, formulas, ingredients, manufacturing trials, test and final products, business, marketing and pricing strategies and information, manufacturing processes and procedures, manufacturing and product costs, customer lists, financial information (including profitability information), technology, business strategies, vendor agreements, and personal information about the Company's owners, directors, officers, members, and employees and any such other matter as the Company may designate as confidential ("**Confidential and Proprietary Information**") and shall refrain from



making direct or indirect use of such either for the Managing Director's own purposes or for third parties. This shall similarly apply to industrial secrets or information made known to the Company by third parties (e.g. other group companies, suppliers or customers). The Managing Director shall ensure that secrecy is also upheld with regard to other Managing Directors, provided that such an approach is in line with operational requirements. This obligation shall extend beyond the term of this Contract with regard to matters that by their very nature require confidentiality.

Any infringement of this obligation to observe secrecy shall result in ordinary or immediate termination without notice if the Managing Director is proved to be guilty of wilful intent or gross negligence. The foregoing shall not affect the Company's right to claim damages over and above this level.

2. For the duration of this contract the Managing Director shall not be allowed to work on any employed, self-employed, or any other basis, whether for remuneration or not, regularly or occasionally for any organisation that competes directly or indirectly against the Employer. The Managing Director shall likewise not be allowed, for the duration of this ban, to set up, acquire, or take an equity holding in any such competitive company. The acquisition of listed shares as a capital investment shall be exempt from this ban.

The Managing Director shall ensure that there is no conflict of interest between the Company and their personal interests, so that they are free at all times from any influence which might: conflict with the interests of the Company or any Affiliated Company; deprive the Company or the Affiliated Companies of individual loyalty in business dealings; or adversely affect the performance of their duties.

This relates to outside employment, financial interest in outside enterprises, remuneration by an outside enterprise, gifts or any other similar or related instance.

For each and every case of violation of the ban on competition the Managing Director shall be under an obligation to pay a contractual penalty equal to one gross monthly base salary, and to pay this for each month or part thereof in the event of an enduring violation. The foregoing shall not affect the Employer's right to claim damages over and above this level.

3. The Managing Director consents to his personal data being collected, processed and used as required for the purposes of the service relationship. Additionally, the Company may process and transmit personal data relating to the Managing Director where such action is required by law.

## **Section 9**

### **Non-Solicitation and Non-Compete Covenants**

1. Subject to Section 9.3 below, during the term of this Contract and for a further period of twenty-four (24) months after the legal termination (rechtliche Beendigung) of this Contract, the Managing Director shall not, directly or indirectly, other than on the Company's behalf:
  - 1.1 Actively induce or assist in the inducement of any individual away from the Company's or any Affiliated Company's employment or from the faithful discharge of such individual's contractual and fiduciary obligations to serve the Company's or any Affiliated Company's interests with undivided loyalty;
  - 1.2 Actively induce or assist in the inducement of any individual or entity that provides

- services to the Company or any Affiliated Company to reduce any such services provided to, or to terminate their relationship with, the Company or any Affiliated Company; or
- 1.3 Solicit away any customers or clients of the Company or any Affiliated Company, which were a part of its client and customer base during the last twenty-four (24) months prior to his factual departure (*tatsächlichem Austritt*) from the Company.
2. The Managing Director expressly acknowledges that the Company and the Affiliated Companies market and sell products globally, and given the Managing Director's substantial experience and expertise in manufacturing and marketing of those products in more than one region of the world, including his significant exposure, access to, and participation in the Company's and the Affiliated Companies' intellectual property and Confidential and Proprietary Information on a global level, his business affiliation with any individual or entity that sells or develops products similar to, or that may serve as a substitute for, the Company's and Affiliated Companies' products, would cause substantial and irreparable harm to the Company's and Affiliated Companies' business. Accordingly and subject to Section 9.3 below:
- 2.1 The Managing Director agrees that during his employment with the Company and for a further period of twenty-four (24) months after the legal termination (*rechtliche Beendigung*) of his employment with the Company, the Managing Director shall not, directly or indirectly, other than on behalf of the Company, participate or become involved as an owner, partner, member, director, officer, employee, or consultant, or otherwise enter into any business relationship, with any individual or entity that develops, produces, manufactures, sells, or distributes starch (whether modified or unmodified), corn, rice, potato, stevia, strawberry or other agricultural raw materials, oils, sweeteners, concentrates, essences or other products produced or marketed by the Company or the Affiliated Companies or that could be used as a substitute for such products including, but not limited to, Tapioca, Manioc, Yucca, rice or potato starches, flours, syrups, and sweeteners; Dextrose, Stevia-based or other high intensity sweeteners, Glucose, Polyols, HFCS, High Maltose syrup, and Maltodextrin sweeteners; texturants; prebiotics; Omega-3; seed development; emulsifiers; encapsulates derived from starches or other agriculturally based materials; non-synthetic green biomaterial products derived from starches; plant derived calcium and minerals; Inulin fibers; resins used in adhesives and fragrances; corn oil; gluten protein; caramel color; fruit concentrates; fruit purees; fruit essences (pure aroma volatiles); formulated fruit products; vegetable concentrates; vegetable purees; vegetable essences (pure aroma volatiles); or formulated vegetable products (a "**Competitive Business**"); and specifically including but not limited to the following entities that manufacture such or similar products: ADM, Cargill, Bunge, Roquette, Staley, Tate & Lyle, Avebe, Arcor, Tereos/Syral, CP Kelco, and Halotek, including subsidiaries or divisions thereof or any entity which succeeds to the relevant business thereof.
- 2.2 The post-contractual non-compete covenant of above Section 9.2.1 shall apply to all countries in the Managing Director has conducted business for the Company and the Affiliated Companies within the last twenty-four (24) months prior to his factual departure (*tatsächlichem Austritt*) from the Company.
- 2.3 During the term of the restrictive of above Section 9.2.1, the Managing Director shall notify Ingredient Incorporated's Senior Vice President of Human Resources in writing of the name and address of each entity for which he acts as owner, partner, member, director, officer, employee, or consultant, or otherwise enters into any business relationship.

3. With respect to above Section 9.1 and 9.2 the following additional rules shall apply:
- 3.1 The post-contractual restrictions of Sections 9.1 and 9.2 shall only apply upon satisfactory completion of the six (6) months' probationary period with the Company and shall expire in any case, also prior the completion of the twenty-four (24) months' term, upon the expiry of the month in which the Managing Director reaches the regular retirement age or the month during which the Managing Director is entitled to receive state old age pension or pension for reduction in earning capacity.
  - 3.2 For each year of the post-contractual restrictions of Sections 9.1 and 9.2, the Company shall pay to the Managing Director a non-compete compensation (*Karenzentschaedigung*) amounting to 50% of his most recent contractual remuneration (*zuletzt bezogenen vertraglichen Leistungen*). The non-compete compensation shall be paid in monthly installments at the end of each calendar month.
  - 3.3 Any earnings the Managing Director receives due to other employment of his labor and any remuneration he maliciously refrains from earning during the validity period of the post-contractual restrictions of Sections 9.1 and 9.2 shall be deducted from the due non-compete compensation to the extent that these together with the non-compete compensation exceed 100% of the remuneration most recently received by him. Severance payments and possibly received unemployment benefits are also considered deductible salary. Upon the Company's request, the Managing Director shall disclose any remuneration he obtains due to other employment of his labor.
  - 3.4 At any time, i.e. prior on or after legal termination (*rechtliche Beendigung*) of this Contract, the Company may at its sole discretion waive the post-contractual restrictions of Sections 9.1 and 9.2. In such event, the Managing Director shall be released from the post-contractual restriction of Sections 9.1 and 9.2 with immediate effect, while the Company's obligation to pay the non-compete compensation (Section 9.3.2) shall end six (6) calendar months after the Managing Director received such waiver.
  - 3.5 Either party of this Contract, after having terminated the employment relationship between them by termination without notice (*außerordentlicher Kündigung*), can cancel the post-contractual covenants of Sections 9.1 and 9.2 within one (1) month by submitting a written declaration to the other party.
  - 3.6 To the extent, Sections 9.1 and 9.2 and this Section 9.3 do not provide otherwise, Sections 74 et seq. German Commercial Code (§§ 74 ff. *Handelsgesetzbuch*) shall apply mutatis mutandis (*analog*), with the exception of Section 75 (2) German Commercial Code; this shall in particular apply to the reduction of the contractual provisions to what is legally permissible (*geltungserhaltende Reduktion*) in accordance with Section 74a German Commercial Code.

## **Section 10**

### **Non-Disparagement**

For an indefinite period after the termination of this Contract, the Managing Director hereby agrees never to disparage the Company and the Affiliated Companies or their products, or any of their owners, directors, officers, members or employees.

**Section 11**  
**Lapse of Claims**

1. All mutual entitlements arising from this Contract as well as such claims that are related to this Contract and its termination shall lapse if they are not asserted in writing against the other party to this Contract within three months after they become due.
2. Should the other Party reject such claims in writing or fail to state its case within three weeks following assertion of the claims, these shall lapse unless asserted before a court of law within three months from the rejection or expiry of the preclusive period.
3. This does not apply to non-forfeitable claims, the liability due to intention and gross negligence or to liability for damage from injury to life, body or health.

**Section 12**  
**Final Provisions**

1. This Contract shall in all respects be governed by the substantive laws of the Federal Republic of Germany. The Managing Director hereby consents to specific personal jurisdiction in Federal Republic of Germany for any disputes arising out of this Contract.
2. This Contract constitutes the entire agreement and understanding of the parties hereto with respect to the matters described herein, and supersedes any and all prior and/or contemporaneous agreements and understandings, oral or written.
3. Any amendments to this Contract shall only be valid if confirmed in writing by both, the Managing Director and a duly authorized representative of the Company's shareholder. This shall also apply to any amendment to or cancellation of this requirement for the written form. Section 305b of the Code of Civil Law shall remain unaffected.
4. By signing this Contract the Managing Director confirms having received an original version thereof bearing original signatures of both parties.
5. In accordance with Section 306 paragraph 1 of the Code of Civil Law, if any provision of this Contract proves to be invalid, the validity of the remaining provisions shall not be affected. In this eventuality the content of the contract shall be based on statutory regulations (see Section 306 paragraph 2 of the Code of Civil Law).

Hamburg, April 15th, 2016

**Ingredion Germany GmbH,**  
represented by its shareholders  
Corn Products Germany GmbH and  
Corn Products Netherlands Holding S.a.r.l.

/s/ Michael Levy  
Michael Levy, Director  
Corn Products Germany GmbH

/s/ Matthew Galvanoni  
Matthew R. Galvanoni, Director  
Corn Products Netherlands Holding S.a.r.l.

/s/ Pierre Perez y Landazuri  
Pierre Perez y Landazuri

## CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, James P. Zallie, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Ingredion Incorporated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 4, 2018

/s/ James P. Zallie  
James P. Zallie  
President and Chief Executive Officer

## CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, James D. Gray, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Ingredion Incorporated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 4, 2018

/s/ James D. Gray

James D. Gray  
Executive Vice President and Chief Financial Officer

**Certification Pursuant to  
18 U.S.C. Section 1350,  
as Adopted Pursuant to  
Section 906 of the  
Sarbanes-Oxley Act of 2002**

I, James P. Zallie, the Chief Executive Officer of Ingredion Incorporated, certify that to my knowledge (i) the report on Form 10-Q for the quarter ended March 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Ingredion Incorporated.

/s/ James P. Zallie

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James P. Zallie

Chief Executive Officer

May 4, 2018

A signed original of this written statement required by Section 906 has been provided to Ingredion Incorporated and will be retained by Ingredion Incorporated and furnished to the Securities and Exchange Commission or its staff upon request.



**Certification Pursuant to  
18 U.S.C. Section 1350,  
as Adopted Pursuant to  
Section 906 of the  
Sarbanes-Oxley Act of 2002**

I, James D. Gray, the Chief Financial Officer of Ingredion Incorporated, certify that to my knowledge (i) the report on Form 10-Q for the quarter ended March 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Ingredion Incorporated.

/s/ James D. Gray

\_\_\_\_\_  
James D. Gray  
Chief Financial Officer  
May 4, 2018

A signed original of this written statement required by Section 906 has been provided to Ingredion Incorporated and will be retained by Ingredion Incorporated and furnished to the Securities and Exchange Commission or its staff upon request.

