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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

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**FORM 8-K**

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

**Date of report (Date of earliest event reported): September 18, 2015**

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**INGREDION INCORPORATED**  
(Exact Name of Registrant as Specified in Its Charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**1-13397**  
(Commission  
File Number)

**22-3514823**  
(IRS Employer  
Identification No.)

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

**60154-5749**  
(Zip Code)

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

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 8.01 Other Events.**

On September 18, 2015, Ingredion Incorporated, a Delaware corporation (the “Company”) and Bank of America, N.A. (the “Lender”), entered into an amendment to the Term Loan Credit Agreement (“Credit Agreement”) dated as of July 10, 2015 by and between the Company and the lenders party hereto (the “Lenders”) and Bank of America, N.A., as administrative agent for the Lenders (in such capacity, the “Administrative Agent”) (the “First Amendment”). The First Amendment amends the definition of Change in Control in the Credit Agreement to limit the circumstances in which a change in the composition of the board of directors of the Company will constitute a Change in Control under the Credit Agreement. A Change in Control under the Credit Agreement constitutes an “Event of Default” under the Credit Agreement. The foregoing description of the First Amendment is qualified in its entirety by reference to the First Amendment, a copy of which is filed as Exhibit 4.13 hereto and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

4.13 First Amendment to Term Loan Credit Agreement dated as of September 18, 2015, by and between Ingredion Incorporated and Bank of America, N.A.

**SIGNATURES**

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

Date: September 21, 2015

INGREDION INCORPORATED

By: /s/ Jack C. Fortnum

Name: Jack C. Fortnum

Title: Executive Vice President, and Chief Financial Officer

**EXHIBIT INDEX**

**Exhibit  
No.**

**Exhibit**

4.13 First Amendment to Term Loan Credit Agreement dated as of September 18, 2015, by and between Ingredion Incorporated and Bank of America, N.A.

FIRST AMENDMENT TO TERM LOAN CREDIT AGREEMENT

Dated as of September 18, 2015

This FIRST AMENDMENT TO TERM LOAN CREDIT AGREEMENT (this "Amendment") is between Ingredion Incorporated (the "Borrower"), the lenders party hereto (the "Lenders") and Bank of America, N.A., as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

PRELIMINARY STATEMENTS

WHEREAS, the Borrowers, the Lenders party thereto and the Administrative Agent entered into that certain Term Loan Credit Agreement dated as of July 10, 2015 (as amended hereby and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Term Loan Credit Agreement"); and

WHEREAS, the Borrower has requested that the Administrative Agent and the Lenders agree to amend the Term Loan Credit Agreement as specifically set forth herein and, subject to the terms of this Amendment, the Administrative Agent and the Lenders party hereto have agreed to grant such request.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Capitalized Terms. All capitalized terms not otherwise defined in this Amendment shall have the meanings as specified in the Term Loan Credit Agreement.

Section 2. Amendment to Term Loan Credit Agreement. Subject to and in accordance with the terms and conditions set forth herein, the Administrative Agent and the Lenders party hereto hereby agree to amend the definition of "Change in Control" contained in Section 1.01 of the Term Loan Credit Agreement by deleting clause (b) thereof in its entirety and replacing it with the following:

"(b) occupation of a majority of the seats (other than vacant seats) on the board of directors of the Borrower by Persons who were neither (i) nominated or approved by the board of directors of the Borrower nor (ii) appointed or approved by a majority of directors so nominated or approved;"

Section 3. Conditions of Effectiveness. The effectiveness of the amendment in Section 2 shall be subject to the satisfaction of each of the following conditions precedent:

(a) the Administrative Agent shall have received counterparts of this Amendment executed by the Borrower, the Administrative Agent and the Required Lenders; and

(b) the representations and warranties of the Borrower contained in Section 4 shall be true and correct.

Section 4. Representations and Warranties of the Loan Parties. The Borrower represents and warrants as follows:

(a) The execution, delivery and performance by the Borrower of its obligations in connection with this Amendment are within its corporate powers, have been duly authorized by all necessary

corporate action and do not and will not (i) violate any provision of its articles or certificate of incorporation or bylaws or similar organizing or governing documents of the Borrower, (ii) contravene any applicable law which is applicable to the Borrower or (iii) conflict with, result in a breach of or constitute (with notice, lapse of time or both) a default under any material indenture or instrument or other material agreement, in each case, involving an amount in excess of \$1,000,000 to which the Borrower is a party, by which it or any of its properties is bound or to which it is subject, except, in the case of clauses (ii) and (iii) above, to the extent such contraventions, conflicts, breaches or defaults could not reasonably be expected to have a Material Adverse Effect.

(b) The Borrower has taken all necessary corporate action to execute, deliver and perform this Amendment and has validly executed and delivered this Amendment. This Amendment constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(c) No material consent, approval, authorization or other action by, notice to, or registration or filing with, any Governmental Authority or other Person is or will be required as a condition to or otherwise in connection with the due execution, delivery and performance by the Borrower of this Amendment, except such as have been obtained or made and are in full force and effect.

(d) After giving effect to this Amendment, the representations and warranties contained in each of the Credit Documents are true and correct in all material respects as of the date hereof as though made on and as of such date (other than any such representations or warranties that expressly relate to or is made expressly as of a specific earlier date, in which case such representation or warranty shall be true and correct in all material respects with respect to or as of such specific earlier date).

(e) After giving effect to this Amendment, no Default shall have occurred and be continuing.

Section 5. Reference to and Effect on the Credit Documents. On and after the effectiveness of this Amendment, each reference in the Term Loan Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Term Loan Credit Agreement, and each reference in each of the other Credit Documents to "the Term Loan Credit Agreement", "thereunder", "thereof" or words of like import referring to the Term Loan Credit Agreement, shall mean and be a reference to the Term Loan Credit Agreement, as amended by this Amendment and this Amendment shall constitute a Credit Document.

(a) The Term Loan Credit Agreement and each of the other Credit Documents, as specifically amended by this Amendment, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

(b) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Credit Documents, nor constitute a waiver of any other provision of any of the Credit Documents.

Section 6. Execution in Counterparts. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 7. Governing Law. This Amendment shall be governed by, and construed in accordance with, the law of the State of New York.

Section 8. Entire Agreement. This Amendment and the other Credit Documents constitute the entire agreement among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWER:

INGREDION INCORPORATED

By: /s/ Kevin Wilson

Name: C. Kevin Wilson

Title: Vice President & Treasurer

By: /s/ Jack C. Fortnum

Name: Jack C. Fortnum

Title: Executive Vice President & Chief Financial Officer

First Amendment to Term Loan Credit Agreement  
Signature Page



BANK OF AMERICA, N.A.,  
as Administrative Agent

By: /s/ Nicholas Cheng

Name: Nicholas Cheng

Title: Vice President

BANK OF AMERICA, N.A., as Lender

By: /s/ Nicholas Cheng

Name: Nicholas Cheng

Title: Vice President

First Amendment to Term Loan Credit Agreement  
Signature Page