

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 2)*

AGCO CORPORATION

(Name of Issuer)

Common Stock

(Title of Class of Securities)

001084102

(CUSIP Number)

Joel F. Herold, Esq.
Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
(212) 474-1000

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

February 28, 2014

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Section 240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1

NAMES OF REPORTING PERSONS

Tractors and Farm Equipment Limited

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

2

(a)

(b)

SEC USE ONLY

3

SOURCE OF FUNDS

4

WC

CHECK IF DISCLOSURES OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

5

CITIZENSHIP OR PLACE OF ORGANIZATION

6

Republic of India

	7	SOLE VOTING POWER
NUMBER OF	0	
SHARES		SHARED VOTING POWER
BENEFICIALLY	8	
OWNED BY	7,676,552	SOLE DISPOSITIVE POWER
EACH		
REPORTING	9	
PERSON	0	SHARED DISPOSITIVE POWER
WITH	10	
	7,676,552	

11

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

7,676,552

CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

12

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13

8.2%

TYPE OF REPORTING PERSON

14

CO

1

NAMES OF REPORTING PERSONS

TAFE Motors and Tractors Limited

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

2

(a)

(b)

SEC USE ONLY

3

SOURCE OF FUNDS

4

WC

CHECK IF DISCLOSURES OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

5

CITIZENSHIP OR PLACE OF ORGANIZATION

6

Republic of India

	7	SOLE VOTING POWER
NUMBER OF		0
SHARES		SHARED VOTING POWER
BENEFICIALLY	8	
OWNED BY		2,087,009
EACH		SOLE DISPOSITIVE POWER
REPORTING	9	
PERSON		0
WITH		SHARED DISPOSITIVE POWER
	10	
		2,087,009

11

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,087,009

CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

12

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13

2.2%

TYPE OF REPORTING PERSON

14

CO

1 NAMES OF REPORTING PERSONS

Mallika Srinivasan

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

2 (a)
(b)

SEC USE ONLY

3

4 SOURCE OF FUNDS

oo

CHECK IF DISCLOSURES OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

5

CITIZENSHIP OR PLACE OF ORGANIZATION

6 **Republic of India**

	7	SOLE VOTING POWER
NUMBER OF		4,485
SHARES		SHARED VOTING POWER
BENEFICIALLY	8	
OWNED BY		7,676,552
EACH		SOLE DISPOSITIVE POWER
REPORTING	9	
PERSON		4,485
WITH		SHARED DISPOSITIVE POWER
	10	
		7,676,552

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

7,681,037

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13 8.2%

14 TYPE OF REPORTING PERSON

IN

Item 1. Security and Issuer

This Schedule 13D relates to shares of the common stock (the “Common Stock”) of AGCO Corporation (the “Issuer”), the principal executive offices of which are located at 4205 River Green Parkway, Duluth, Georgia 30096.

Item 3. Source and Amount of Funds or Other Consideration

Except for the 4,485 shares that Ms. Srinivasan (together with the Companies (as defined below), the “Reporting Persons”) holds directly and that were awarded to her under the AGCO Corporation 2006 Long-Term Stock Incentive Plan for her services as a director of the Issuer, the source of the funds used by the Reporting Persons to purchase the reported shares, pursuant to the Purchase Plans (as defined in Item 6 below), was the working capital of Tractors and Farm Equipment Limited (“TAFE”) or of TAFE Motors and Tractors Limited (“TAFE Motors and Tractors” and, together with TAFE, the “Companies”). The Reporting Persons paid a total of \$380,993,797.12 (exclusive of brokers’ commissions and other administrative costs) to purchase the reported shares. Ms. Srinivasan did not pay for the shares that were awarded to her under the AGCO Corporation 2006 Long-Term Stock Incentive Plan.

Item 4. Purpose of Transaction

The Reporting Persons acquired the Common Stock for investment purposes. The Reporting Persons will routinely monitor a wide variety of investment considerations, including, without limitation, current and anticipated future trading prices for the Common Stock, the Issuer’s operations, assets, prospects, and business development, the Issuer’s management, Issuer-related competitive and strategic matters and general economic, financial market and industry conditions, as well as other investment considerations. In addition, the Reporting Persons expect to acquire additional Common Stock pursuant to the Fourth Purchase Plan (as defined in Item 6 below) in the public markets, in privately negotiated transactions or otherwise and may determine to sell, trade or otherwise dispose of all or some holdings in the Issuer in the public markets, in privately negotiated transactions or otherwise, or take any other lawful action they deem to be in their best interests.

Except as discussed above, the Reporting Persons have no present plans or proposals which relate to or would result in any of the matters referred to in Items 4(a) through 4(j) of Schedule 13D; however, the Reporting Persons reserve the right to change their plans at any time, as they deem appropriate, in light of the foregoing considerations, discussions and other factors.

See Item 6 for a description of the Fourth Purchase Plan adopted by TAFE and TAFE Motors and Tractors.

Item 5. Interest in Securities of the Issuer

(a) The aggregate percentage of shares reported owned on this Schedule 13D is based on 93,689,239 shares of Common Stock outstanding as of February 14, 2014, which is the total number of shares of Common Stock outstanding as reported in the Issuer’s Annual Report on Form 10-K for the fiscal year ended December 31, 2013, filed with the SEC on February 28, 2014. As of the close of business on March 5, 2014, (i) TAFE beneficially owned 7,676,552 shares of Common Stock, which constituted approximately 8.2% of the Common Stock outstanding; (ii) TAFE Motors and Tractors beneficially owned 2,087,009 shares of Common Stock, which constituted approximately 2.2% of the Common Stock outstanding; and (iii) Ms. Srinivasan beneficially owned 7,681,037 shares of Common Stock, which constituted approximately 8.2% of the Common Stock outstanding, including the 4,485 shares she holds in her individual capacity. Ms. Srinivasan disclaims beneficial ownership of the Common Stock beneficially owned by each of the Companies, and this report shall not be deemed an admission that Ms. Srinivasan is a beneficial owner of such shares for the purposes of Section 13(d) or 13(g) of the Securities Exchange Act of 1934 or for any other purpose. Each of the Companies disclaims beneficial ownership of the 4,485 shares of Common Stock owned directly by Ms. Srinivasan in her individual capacity, and this report shall not be deemed an admission that either of the Companies is a beneficial owner of such shares for the purposes of Section 13(d) or 13(g) of the Securities Exchange Act of 1934 or for any other purpose. TAFE Motors and Tractors disclaims beneficial ownership of the 5,589,543 shares of Common Stock purchased on behalf of TAFE under the Purchase Plans, and this report shall not be deemed an admission that TAFE Motors and Tractors is a beneficial owner of such shares for the purposes of Section 13(d) or 13(g) of the Securities Exchange Act of 1934 or for any other purpose.

(b) For each person listed, the following table indicates the number of shares of Common Stock as to which there is sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or to direct the disposition and shared power to dispose or to direct the disposition:

Reporting Person	Sole Voting Power	Shared Voting Power	Sole Dispositive Power	Shared Dispositive Power
TAFE	0	7,676,552	0	7,676,552
TAFE Motors and Tractors	0	2,087,009	0	2,087,009
Mallika Srinivasan	4,485	7,676,552	4,485	7,676,552

(c) See Annex A hereto.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

On August 31, 2012, the Companies and J.P. Morgan Securities LLC (the “Broker”) entered into a Rule 10b5-1 Purchase Plan Agreement (the “Initial Purchase Plan”), a copy of which is filed without its pricing information annex as Exhibit D to this Schedule 13D, relating to the purchase of Common Stock by the Broker on behalf of the Companies. Any description of the Initial Purchase Plan included herein is qualified in its entirety by reference to Exhibit D.

On March 1, 2013, the Companies and the Broker terminated the Initial Purchase Plan and entered into a new Rule 10b5-1 Purchase Plan Agreement (the “Second Purchase Plan”), a copy of which is filed without its pricing information annex as Exhibit E to this Schedule 13D, relating to the purchase of Common Stock by the Broker on behalf of the Companies. The Second Purchase Plan terminated on August 31, 2013. Any description of the Second Purchase Plan included herein is qualified in its entirety by reference to Exhibit E.

On August 12, 2013, the Companies and the Broker entered into a new Rule 10b5-1 Purchase Plan Agreement (the “First August 2013 Purchase Plan”), relating to the purchase of Common Stock by the Broker on behalf of the Companies. On August 26, 2013 the Companies and the Broker amended and restated the First August 2013 Purchase Plan (as amended and restated, the “Third Purchase Plan”). A copy of the Third Purchase Plan is filed without its pricing information annex as Exhibit H to this Schedule 13D. The Third Purchase Plan terminated on November 14, 2013. Any description of the Third Purchase Plan included herein is qualified in its entirety by reference to Exhibit H.

On February 10, 2014, the Companies and the Broker entered into a new Rule 10b5-1 Purchase Plan Agreement (the “Fourth Purchase Plan” and, together with the Initial Purchase Plan, the Second Purchase Plan and the Third Purchase Plan, the “Purchase Plans”), relating to the purchase of Common Stock by the Broker on behalf of the Companies. A copy of the Fourth Purchase Plan is filed without its pricing information annex as Exhibit I to this Schedule 13D. The Fourth Purchase Plan terminates on the earliest to occur of (i) April 30, 2014, (ii) the completion of all purchases contemplated by the Fourth Purchase Plan, (iii) subject to certain conditions, the receipt by the Broker of TAFE’s written notice of voluntary or required termination of the Fourth Purchase Plan, (iv) the effective date of any merger, acquisition or similar transaction relating to the Issuer as a result of which the outstanding shares of Common Stock are to be exchanged for or converted into cash or other property (other than common equity securities of the Issuer), (v) the commencement of any voluntary or involuntary case or other proceeding seeking liquidation, reorganization or other relief with respect to the Issuer or either of the Companies under any bankruptcy, insolvency or similar law or seeking the appointment of a trustee, receiver or other similar official with respect to the Issuer or either of the Companies, or the taking of any corporate action by the Issuer or either of the Companies to authorize or commence any of the foregoing, or (vi) the breach by either of the Companies of certain provisions of the Fourth Purchase Plan and receipt of notice of such breach by the Broker. Any description of the Fourth Purchase Plan included herein is qualified in its entirety by reference to Exhibit I.

The Issuer holds a 23.75% interest in TAFE. TAFE supplies tractors and components to the Issuer for sale in certain markets.

Item 7. Material to Be Filed as Exhibits

- Exhibit A* Persons through whom Amalgamations Private Limited (“Amalgamations”) may be deemed to control the Companies
 - Exhibit B† Directors and Executive Officers of the Companies
 - Exhibit C* Directors and Executive Officers of Amalgamations
-

- Exhibit D* Rule 10b5-1 Purchase Plan Agreement, dated August 31, 2012, among Tractors and Farm Equipment Limited, TAFE Motors and Tractors Limited and J.P. Morgan Securities LLC (excluding Annex A)
- Exhibit E* Rule 10b5-1 Purchase Plan Agreement, dated March 1, 2013, among Tractors and Farm Equipment Limited, TAFE Motors and Tractors Limited and J.P. Morgan Securities LLC (excluding Annex A)
- Exhibit F* Joint Filing Agreement, dated as of April 5, 2013, among the Reporting Persons
- Exhibit G* Limited Power of Attorney, dated as of April 5, 2013
- Exhibit H** Rule 10b5-1 Purchase Plan Agreement, dated August 26, 2013, among Tractors and Farm Equipment Limited, TAFE Motors and Tractors Limited and J.P. Morgan Securities LLC (excluding Annex A)
- Exhibit I Rule 10b5-1 Purchase Plan Agreement, dated February 10, 2014, among Tractors and Farm Equipment Limited, TAFE Motors and Tractors Limited and J.P. Morgan Securities LLC (excluding Annex A)

* Included by reference to the initial filing of this Schedule 13D, filed with the SEC on April 9, 2013.

**Included by reference to Amendment No. 1 to this Schedule 13D, filed with the SEC on November 8, 2013.

† Amends previous filing.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: March 6, 2014

TRACTORS AND FARM EQUIPMENT LIMITED,

by: /s/ Joel F. Herold

Name: Joel F. Herold, attorney-in-fact*

TAFE MOTORS AND TRACTORS LIMITED,

by: /s/ Joel F. Herold

Name: Joel F. Herold, attorney-in-fact*

/s/ Joel F. Herold

Joel F. Herold, attorney-in-fact for Mallika Srinivasan*

* This Amendment No. 2 to Statement on Schedule 13D was executed by Joel F. Herold as Attorney-In-Fact for Tractors and Farm Equipment Limited, TAFE Motors and Tractors Limited and Mallika Srinivasan, pursuant to the Limited Power of Attorney granted by them and attached as Exhibit G to this Statement on Schedule 13D.

The table below sets forth purchases of Common Stock by TAFE Motors and Tractors during the last 60 days. All such purchases were effected pursuant to the Fourth Purchase Plan on the New York Stock Exchange. All prices per share are exclusive of brokers' fees and other administrative costs.

<u>Date</u>	<u>Reporting Person who effected the purchase</u>	<u>Amount of Shares</u>	<u>Price Per Share (\$) (net of commissions)</u>
2/27/2014	TAFE Motors and Tractors	347,959	51.60 (1) (3)
2/28/2014	TAFE Motors and Tractors	60,729	51.86 (2) (3)

- (1) The price reported is a weighted average price. These shares were purchased in multiple transactions at prices ranging from \$51.06 to \$51.99.
- (2) The price reported is a weighted average price. These shares were purchased in multiple transactions at prices ranging from \$51.62 to \$51.99.
- (3) The reporting person undertakes to provide to AGCO Corporation, any security holder of AGCO Corporation, or the staff of the Securities and Exchange Commission, upon request, full information regarding the number of shares purchased at each separate price within the range set forth for this row.

Transactions by TAFE during the last 60 days, not including transactions by TAFE Motors and Tractors: None.

Transactions by Ms. Srinivasan in her individual capacity during the last 60 days: None.

Directors and Executive Officers of TAFE

Set forth below are the (i) name, (ii) title, (iii) country of citizenship, (iv) principal occupation, (v) principal business address, (vi) ownership of Common Stock and (vii) transactions in Common Stock during the past 60 days (if any) of each of the directors and executive officers of TAFE.

<u>Name</u>	<u>Title</u>	<u>Country of Citizenship</u>	<u>Principal Occupation</u>	<u>Principal Business Address</u>	<u>Ownership of Common Stock</u>	<u>Transactions in Common Stock during the past 60 days</u>
Mallika Srinivasan	Chairman	India	Chief Executive	No. 35 Nungambakkam High Road, Chennai 600 034	4,485 (1)	None. (1)
N. Srinivasan	Director	India	Chartered Accountant	T.18/1, Sixth Avenue, Besant Nagar, Chennai 600 090	None.	None.
V. P. Ahuja	Director	India	European Operations	No. 35 Nungambakkam High Road, Chennai 600 034	None.	None.
R. C. Banka	Executive Director & Deputy CEO	India	Operations	No. 35 Nungambakkam High Road, Chennai 600 034	None.	None.
P. B. Sampath	Director & Secretary	India	Company Secretary	No. 35 Nungambakkam High Road, Chennai 600 034	None.	None.
C. R. Dua	Director	India	Lawyer	88 Sundar Nagar, New Delhi 110 060	None.	None.

M. L. S. Rao	Director	India	Operations	No. 35 Nungambakkam High Road, Chennai 600 034	None.	None.
Gary L. Collar	Director	US	Senior Vice President, General Manager, Asia/Pacific of AGCO	4205 River Green Parkway, Duluth, Georgia, 30096	53,955	Sale of 5,000 shares of Common Stock on February 28, 2014 at a weighted average price of \$52.41 per share; acquisition of 12,676 shares of Common Stock on February 10, 2014 pursuant to the Agco Corporation 2006 Long-Term Incentive Plan; receipt of certain rights to acquire shares of Common Stock on January 22, 2014 under the Agco Corporation 2006 Long-Term Incentive Plan. (2)
S. Chandramohan	President & Group CFO	India	Finance	No. 35 Nungambakkam High Road, Chennai 600 034	None.	None.
G. Hari	President & COO	India	Operations	No. 35 Nungambakkam High Road, Chennai 600 034	None.	None.

T. R. Kesavan	Chief Operating Officer – Product Strategy & Corporate Relations	India	Product Marketing	No. 35 Nungambakkam High Road, Chennai 600 034	None.	None.
John Edwin	Sr. Vice President & Chief Officer	India	Manufacturing	No. 35 Nungambakkam High Road, Chennai 600 034	None.	None.
Rakesh Verma	Executive Vice President (R & D)	India	R & D	No. 35 Nungambakkam High Road, Chennai 600 034	None.	None.
N. S. Swaminathan	Executive Vice President	India	International Business Unit	No. 35 Nungambakkam High Road, Chennai 600 034	None.	None.
Muthu Kumar Thanu	Chief Human Resource Officer	India	Human Resources	No. 35 Nungambakkam High Road, Chennai 600 034	None.	None.
Shobhana Ravi	Chief Information & Learning Officer	India	Infotech	No. 35 Nungambakkam High Road, Chennai 600 034	None.	None.
S. Ramakrishnan	Chief Information Technology Officer	India	Infotech	No. 35 Nungambakkam High Road, Chennai 600 034	None.	None.
J. S. Rajkumar	Executive Vice President	India	Exports	No. 35 Nungambakkam High Road, Chennai 600 034	None.	None.
Cyril Rex Fernando	Sr.Vice President (Sales & Marketing)	India	Sales & Marketing	No. 35 Nungambakkam High Road, Chennai 600 034	None.	None.
Pradeep Kapoor	Executive Director	India	Operations, Engg Plastics	No. 35 Nungambakkam High Road, Chennai 600 034	None.	None.

(1) Does not include holdings of Common Stock of TAFE and TAFE Motors and Tractors, as disclosed in Item 5.

(2) Based on reports on Form 4 filed on behalf of Mr. Collar with the SEC on March 3, 2014, February 12, 2014 and January 23, 2014.

Directors and Executive Officers of TAFE Motors and Tractors

Set forth below are the (i) name, (ii) title, (iii) country of citizenship, (iv) principal occupation, (v) principal business address, (vi) ownership of Common Stock and (vii) transactions in Common Stock during the past 60 days (if any) of each of the directors and executive officers of TAFE Motors and Tractors.

Name	Title	Country of Citizenship	Principal Occupation	Principal Business Address	Ownership of Common Stock	Transactions in Common Stock during the past 60 days
Mallika Srinivasan	Chairman	India	Chief Executive	No. 35 Nungambakkam High Road, Chennai 600 034	4,485 (1)	None. (1)
N. Srinivasan	Director	India	Chartered Accountant	T.18/1, Sixth Avenue, Besant Nagar, Chennai 600 090	None.	None.
R. C. Banka	Director	India	Operations	No. 35 Nungambakkam High Road, Chennai 600 034	None.	None.
S. Chandramohan	Director	India	Finance	No. 35 Nungambakkam High Road, Chennai 600 034	None.	None.
G. Hari	President & COO	India	Tractor Business	No. 35 Nungambakkam High Road, Chennai 600 034	None.	None.

T. R. Kesavan	Chief Operating Officer – Product Strategy & Corporate Relations	India	Product Marketing	No. 35 Nungambakkam High Road, Chennai 600 034	None.	None.
Anil Sharma	Senior Vice President — Technical	India	Manufacturing and R&D	Itarana Road, Alwar 301 001	None.	None.
V. P. Arya	Vice President	India	Finance	Plot No. 1, Sector D Industrial Area, Mandideep 462 046	None.	None.
N. Subramanian	Vice President	India	Marketing	Plot No. 1, Sector D Industrial Area, Mandideep 462 046	None.	None.
Alok Mam	Vice President	India	Manufacturing	Plot No. 1, Sector D Industrial Area, Mandideep 462 046	None.	None.

(1) Does not include holdings of Common Stock of TAFE and TAFE Motors and Tractors, as disclosed in Item 5.

RULE 10b5-1 PURCHASE PLAN AGREEMENT

February 10, 2014

Tractors and Farm Equipment Limited
35 Nungambakkam High Road
Pottipatti Plaza
Chennai 600034
India

TAFE Motors and Tractors Limited
c/o Tractors and Farm Equipment Limited
35 Nungambakkam Highroad
Pottipatti Plaza
Chennai 600034
India

This letter agreement (this "Letter Agreement") confirms the terms and conditions under which Tractors and Farm Equipment Limited ("TAFE") and TAFE Motors and Tractors Limited ("TAFE Motors and Tractors") (each of TAFE and TAFE Motors and Tractors, a "Purchaser") hereby establish a plan (the "Plan") to purchase shares of common stock, par value \$0.01 (the "Securities"), of AGCO Corporation (the "Issuer"), and under which J.P. Morgan Securities LLC ("JPMS") will act as the Purchasers' exclusive agent to execute the Plan.

1. Appointment of JPMS. Each Purchaser hereby appoints JPMS as its exclusive agent to purchase Securities pursuant to the Plan. It is the parties' intention that such purchases benefit from the affirmative defense provided by Rule 10b5-1 ("Rule 10b5-1") promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and that the Plan and the transactions contemplated hereby comply with the requirements of paragraph (c)(1)(i)(B) of Rule 10b5-1. Accordingly, the parties hereby agree that the terms of this Letter Agreement and the Plan shall be interpreted to comply with the requirements of such paragraph (c)(1)(i)(B), and each Purchaser agrees that it shall not take, nor permit any person or entity under its control to take, any action that could result in such purchases not so complying with the requirements of such paragraph (c)(1)(i)(B).

2. Term.

- (a) JPMS is authorized to commence purchasing Securities on February 27, 2014 (the “Start Date”), and this Letter Agreement and the Plan shall terminate upon the earliest of (the period from and including the Start Date to such termination, the “Plan Period”):
- (i) April 30, 2014;
 - (ii) the completion of all purchases contemplated by the Plan;
 - (iii) subject to Section 11 below, the receipt by JPMS from TAFE of written notice of termination;
 - (iv) the receipt by JPMS of a Required Termination Notice pursuant to Section 2(b) below;
 - (v) the effective date of any merger, acquisition, or similar transaction relating to the Issuer as a result of which the outstanding shares of Issuer common stock are to be exchanged for or converted into cash or other property (other than common equity securities of the Issuer);
 - (vi) the commencement of any voluntary or involuntary case or other proceeding seeking liquidation, reorganization or other relief with respect to the Issuer or a Purchaser under any bankruptcy, insolvency or similar law or seeking the appointment of a trustee, receiver or other similar official with respect to the Issuer or a Purchaser, or the taking of any corporate action by the Issuer or a Purchaser to authorize or commence any of the foregoing; and
 - (vii) the failure of a Purchaser to comply with its agreements set forth in Section 7 hereof or the failure of any representation or warranty of a Purchaser set forth in Section 7 to have been true and correct in all material respects when made, upon receipt by TAFE from JPMS of notice of such failure.
- (b) If at any time during the term of this Letter Agreement, the Issuer, a Purchaser or any affiliate of a Purchaser enters into a transaction or any other event occurs that results, in TAFE’s good faith determination, in the imposition of any legal, regulatory or contractual restriction that would prohibit any purchase pursuant to the Plan (including a stock offering or similar transaction requiring an affiliate lock-up), TAFE shall give JPMS notice of such restriction as soon as practicable (such notice, a “Required Termination Notice”). Such Required Termination Notice shall not include any information about the nature of the restriction.

- (c) Each Purchaser shall be solely responsible for any purchases made by JPMS in accordance with the Plan (including the guidelines set forth in Annex A hereto) as such Purchaser's agent prior to the termination of the Plan. Upon termination of the Plan in accordance with paragraph (a) above, JPMS will promptly notify the Purchasers of such termination and shall cease making purchases under the Plan; provided that if JPMS receives notice of termination (including any Required Termination Notice) or of any of the termination events listed in clauses (iii) through (vii) of paragraph (a) above, JPMS shall nevertheless be entitled to make, and the applicable Purchaser shall be solely responsible for, a purchase hereunder pursuant to a bid made before such notice was received by JPMS.
 - (d) Sections 7 and 11 of this Letter Agreement shall survive any termination hereof.
3. Purchases Outside Plan. Each Purchaser agrees that it shall not and no direct or indirect subsidiary of TAFE shall (i) directly or indirectly purchase, offer to purchase or place any bid or limit order for the purchase of any Securities or any securities convertible or exchangeable into or exercisable for, or the value of which is derived from, the Securities during the Plan Period except under the Plan pursuant to this Letter Agreement, or (ii) enter into any similar purchase plan or any derivative transaction, accelerated share repurchase transaction or other transaction with a purchase period, valuation period, calculation period or similar period during which such Purchaser's or such subsidiary's, as the case may be, counterparty to such plan or transaction could reasonably be expected to purchase Securities, which period overlaps with the Plan Period.
4. Purchasing Procedures.
- (a) On each Trading Day during the Plan Period on which no Market Disruption Event (as defined below) occurs, JPMS shall use commercially reasonable efforts to purchase as agent for the applicable Purchaser and for the account of the applicable Purchaser the number of Securities that JPMS is able, subject to market conditions and principles of best execution, to purchase as agent for the applicable Purchaser and for the account of the applicable Purchaser on such Trading Day using commercially reasonable means in accordance with and subject to the Plan guidelines set forth in Annex A hereto. JPMS may purchase Securities on the New York Stock Exchange (the "NYSE"), any national securities exchange, in the over-the-counter market, on an automated trading system or otherwise. Any numbers or amounts of Securities to be purchased (and any corresponding purchase price limits or ranges) set forth in Annex A shall be adjusted automatically on a proportionate basis to take into account any stock split, reverse stock split or stock dividend with respect to the Securities, or any merger, acquisition or change in capitalization with respect to the Issuer pursuant to which the outstanding shares of Issuer common stock are to be exchanged for or converted into other common equity securities of the Issuer, in each case that occurs during the term of this Letter Agreement, as determined by JPMS in good faith and a commercially reasonable manner.

A “Trading Day” is any day during the Plan Period that the NYSE is open for business and the Securities trade regular way on the NYSE.

“Market Disruption Event” means that (i) there occurs any material (as reasonably determined by JPMS) suspension of or limitation on trading by the NYSE, (ii) there occurs any event that materially (as reasonably determined by JPMS) disrupts or impairs the ability of market participants in general to effect transactions in or obtain market values for the Securities or futures or options contracts on the Securities or (iii) the NYSE closes prior to its scheduled closing time for such trading day.

- (b) In the event that JPMS, in its reasonable discretion based on advice of counsel, determines that it is appropriate with regard to any legal, regulatory or self-regulatory requirements for JPMS to refrain from purchasing Securities or to purchase fewer than the number of Securities otherwise set forth in the Plan guidelines set forth in Annex A, then JPMS may, in its sole discretion, elect that the number of Securities purchased shall be reduced for such day to an amount determined by JPMS in order to comply with such requirements. JPMS will promptly notify the Purchasers if it refrains from purchasing Securities or purchases fewer than the number of Securities otherwise set forth in the Plan guidelines pursuant to this paragraph 4(b).
- (c) Any Securities purchased pursuant to the Plan shall be purchased under ordinary principles of best execution at the then-prevailing market price. Subject to the terms of the Plan as set forth herein (including Annex A hereto), JPMS shall have full discretion with respect to the execution of all purchases, and each Purchaser acknowledges and agrees that such Purchaser does not have, and shall not attempt to exercise, any influence over how, when or whether purchases of Securities are affected pursuant to the Plan. Each Purchaser acknowledges and agrees that, in purchasing Securities pursuant to the Plan, JPMS will be an independent contractor and will not be acting as such Purchaser’s trustee or fiduciary or in any similar capacity.
- (d) On any day on which JPMS purchases Securities hereunder, JPMS shall provide to the Purchasers, in accordance with Section 11 of this Letter Agreement, no later than 5:00 pm Eastern Time on such date, an email report confirming such purchases. Such report shall include the average price and number of Securities purchased for each Purchaser on such date and the purchase price, exclusive of brokerage commissions and other costs of execution, for each such purchase.

5. Payment for and Delivery of Purchased Securities. Payment for Securities purchased, together with any applicable fees, shall be made by the applicable Purchaser within one standard settlement cycle after the purchase. Unless otherwise instructed by the applicable Purchaser, JPMS will deposit Securities purchased pursuant to the Plan into an account established by the applicable Purchaser with JPMS, in accordance with JPMS's customary procedures.
6. Compensation. For the services provided in this Letter Agreement, each Purchaser agrees to pay to JPMS a fee of \$0.125 per share for the Securities purchased for the account of such Purchaser pursuant to the terms of this Letter Agreement.
7. Representations, Warranties and Agreements. (a) Each Purchaser represents and warrants to, and agrees with, JPMS as follows:
 - (i) This Letter Agreement and the transactions contemplated herein have been duly authorized by such Purchaser and have been approved, to the extent required, pursuant to or under any and all applicable policies and procedures of the Issuer; this Letter Agreement is the valid and binding agreement of such Purchaser, enforceable in accordance with its terms; performance of the transactions contemplated herein will not violate any law, rule, regulation, order, judgment or decree applicable to such Purchaser or conflict with or result in a breach of or constitute a default under any agreement or instrument to which such Purchaser is a party or by which it or any of its property is bound or its certificate of incorporation or by-laws; and no governmental, administrative or official consent, approval, authorization, notice or filing is required for performance of the transactions contemplated herein, other than as contemplated by Section 8 and as are required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the Exchange Act.
 - (ii) As of the date of this Letter Agreement, such Purchaser is not aware of any material nonpublic information concerning the Securities or the business, operations or prospects of the Issuer.
 - (iii) Such Purchaser is engaging JPMS and entering into this Letter Agreement and the Plan in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws, including, without limitation, Rule 10b-5 under the Exchange Act. Until this Letter Agreement is terminated, such Purchaser agrees not to enter into or alter any corresponding or hedging transaction or position with respect to the Securities.
 - (iv) Such Purchaser is not entering into this Letter Agreement to create actual or apparent trading activity in the Securities (or any security convertible into or exchangeable for the Securities) or to raise or depress the price of the Securities (or any security convertible into or exchangeable for the Securities) for the purpose of inducing others to buy or sell Securities, and will not engage in any other securities or derivative transaction to such ends.

- (v) During the term of this Letter Agreement, neither such Purchaser nor its officers or employees shall, directly or indirectly, disclose to any person at JPMS effecting purchases under the Plan any material nonpublic information regarding the Issuer or the Securities or any information regarding the Issuer or the Securities that could reasonably be expected to influence the execution of the Plan.
- (vi) Such Purchaser acknowledges that JPMS is a “financial institution” and “financial participant” within the meaning of Sections 101(22) and 101(22A), respectively, of Title 11 of the United States Code (the “Bankruptcy Code”). The parties hereto further agree and acknowledge that each transaction under this Letter Agreement is intended to be a “securities contract” as defined in Section 741(7) of the Bankruptcy Code and each payment or delivery of cash, Securities or other property or assets hereunder is a “settlement payment” within the meaning of Section 741(8) of the Bankruptcy Code, and the parties hereto are to be entitled to the protections afforded by, among other Sections, Sections 362(b)(6), 362(b)(27), 362(o), 546(e), 546(j), 555 and 561 of the Bankruptcy Code.
- (vii) Such Purchaser (i) is not acting, directly or indirectly, in concert with the Issuer for the purpose of acquiring the Issuer’s securities and (ii) does not, directly or indirectly, control the Issuer’s purchases of the Issuer’s securities, the Issuer does not control its purchases of the Issuer’s securities, and its purchases of the Issuer’s securities are not under common control with those of the Issuer.
- (viii) Such Purchaser shall notify JPMS promptly upon becoming aware that a “restricted period” as defined in Regulation M under the Exchange Act (“Regulation M”) will become or has become applicable to any purchases of Securities, or any security for which the Securities are a reference security (as defined in Regulation M), by such Purchaser, the Issuer or any affiliated purchasers (as defined in Regulation M) of the Issuer during the Plan Period.
- (ix) Such Purchaser shall be solely responsible for compliance with all statutes, rules and regulations applicable to such Purchaser and the transactions contemplated hereby, including, without limitation, reporting and filing requirements. Such Purchaser acknowledges and agrees that it is not relying, and has not relied, upon JPMS or any affiliate of JPMS with respect to the legal, accounting, tax or other implications of the Plan and the transactions contemplated thereby and that it has conducted its own analyses of the legal, accounting, tax and other implications hereof. JPMS has made no representation and, except as specifically provided herein, has no obligation with respect to whether the Plan or the transactions contemplated thereunder qualify for the affirmative defense provided by Rule 10b5-1.

- (x) Such Purchaser shall promptly notify JPMS of the failure of any representation or warranty of such Purchaser set forth in this Section 7(a) to be true and correct in all material respects when made. Any such notice shall not include any information about the nature of such failure or the representation or warranty to which it relates.
 - (b) JPMS represents and warrants to the Purchasers that it has implemented reasonable policies and procedures, taking into consideration the nature of its business, to ensure that its employees executing purchases under the Plan in accordance with the Plan guidelines set forth in Annex A hereto will not violate applicable laws prohibiting trading on the basis of material nonpublic information, including Rule 10b-5 under the Exchange Act.
- 8. Appointment of JPMorgan India. Each of the Purchasers has appointed JPMorgan India as its authorized dealer for transferring funds representing the aggregate purchase price for Securities purchased by it pursuant to the Plan to JPMS (each such transfer of funds, a “Remittance”) as broker for purposes of settling such purchases. Each Purchaser will provide to JPMorgan India, on a timely basis, ODI Form Part I and Part II, duly completed in all respects, and such other documents and information as may be reasonably requested by JPMorgan India in form and substance satisfactory to JPMorgan India. Upon receipt of the documents referred to in the immediately preceding sentence, and after the first Remittance by each particular Purchaser hereunder has been made, JPMorgan India shall promptly apply on behalf of such Purchaser or Purchasers, as the case may be, for the issuance of a unique identification number (UIN) by the Reserve Bank of India if one has not previously been issued and will use its good faith efforts to obtain the same on a timely basis.
- 9. Other Purchases by JPMS. Nothing herein shall preclude the purchase by JPMS of Securities for JPMS’s own account, or the solicitation or execution of purchase or sale orders of Securities for the account of JPMS’s clients.
- 10. Indemnification. Each Purchaser shall jointly and severally indemnify JPMS and its affiliates against any liabilities or expenses (including attorney’s fees and disbursements), or actions in respect of any liabilities or expenses, arising from the services furnished pursuant to this Letter Agreement to the extent such liabilities or expenses arise out of or relate to an untruth or breach or alleged untruth or breach of a representation, warranty or covenant made by a Purchaser in this Letter Agreement, except to the extent such liabilities or expenses result from the gross negligence or bad faith of JPMS or its affiliates. The Purchasers shall also promptly reimburse JPMS and its affiliates for all expenditures (including attorney’s fees and disbursements) made to investigate, prepare or defend any action or claim in respect of any such liability or expense.

11. Amendment, Modification, Waiver or Termination. Any amendment, modification, waiver or termination of this Letter Agreement or the Plan, including without limitation any election by TAFE to terminate this Letter Agreement or the Plan, must be effected in accordance with the requirements for the amendment or termination of a “plan” as defined in paragraph (c) of Rule 10b5-1. Without limiting the generality of the foregoing, any such amendment, modification or waiver shall be made in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5 under the Exchange Act, and no such amendment, modification or waiver shall be made at any time at which either Purchaser is aware of any material nonpublic information concerning the Issuer or the Securities. Each Purchaser acknowledges and agrees that any action taken by it that results in the termination of the Plan pursuant to Section 2 is subject to the principles set forth in this section.

12. Notices. Any written communication shall be sent to the address specified below: and shall become effective upon receipt:

(a) if to JPMS, to it at:

J.P. Morgan Securities LLC
383 Madison Avenue, 5th Floor
New York, NY 10179
Attention: Lisa Hunt
Telephone: (212) 622-7027
Fax: (212) 622-0398

or at such other address as may from time to time be designated by notice to the Purchasers in writing; and

(b) if to a Purchaser, to TAFE at:

Tractors and Farm Equipment Limited
35 Nungambakkam High Road
Pottipatti Plaza
Chennai 600034
India
Attention: S. Chandramohan, President and Group CFO
Telephone: 0091 44 28230207/66919006
Email: scm@tafe.com

with a copy (which shall not constitute notice) to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Attention: Joel F. Herold
Telephone: (212) 474-1350
Email: jherold@cravath.com

or at such other address as may from time to time be designated by notice to JPMS in writing.

13. Assignment. No party may assign its rights and obligations under this Letter Agreement to any other party; provided that JPMS may assign its rights and obligations under this Letter Agreement to any subsidiary of J.P. Morgan Chase & Co.
14. Governing Law. This Letter Agreement and any claim relating hereto shall be governed by and construed in accordance with the law of the State of New York. The parties hereto irrevocably submit to the non-exclusive jurisdiction of the Federal and state courts located in the Borough of Manhattan, in the City of New York in any suit or proceeding arising out of or relating to this Letter Agreement or the transactions contemplated hereby. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO AN LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

[Signature Page Follows]

If the foregoing correctly sets forth our agreement, please sign the form of acceptance below.

J.P. MORGAN SECURITIES LLC

By: /s/ Sanjeet Dewal

Name: **Sanjeet Dewal**

Title: **Executive Director**

Agreed to and accepted as of:

**TRACTORS AND FARM
EQUIPMENT LIMITED**

By: /s/ Mallika Srinivasan

Name: **Mallika Srinivasan**

Title: **Chairman**

**TAFE MOTORS AND TRACTORS
LIMITED**

By: /s/ Mallika Srinivasan

Name: **Mallika Srinivasan**

Title: **Chairman**

