

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

SCHEDULE 13D/A
Under the Securities Exchange Act of 1934
(Amendment No. 3)*

AGCO CORPORATION

(Name of Issuer)

Common Stock

(Title of Class of Securities)

001084102

(CUSIP Number)

Joel F. Herold, Esq.
Cravath, Swaine & Moore LLP
CityPoint
One Ropemaker Street
London EC2Y 9HR
+44(0) 20 7453 1000

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

August 29, 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).

NAMES OF REPORTING PERSONS

1

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 DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

5

CITIZENSHIP OR PLACE OF ORGANIZATION

6

Republic of India

SOLE VOTING POWER

7

0

SHARED VOTING POWER

8

8,100,271

SOLE DISPOSITIVE POWER

9

0

SHARED DISPOSITIVE POWER

10

8,100,271

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

11

8,100,271

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

12

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13

8.6%

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**
- 4** SOURCE OF FUNDS
WC
CHECK IF DISCLOSURE 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 | 2,428,321 |
| OWNED BY | | SOLE DISPOSITIVE POWER |
| EACH | 9 | 0 |
| REPORTING | | SHARED DISPOSITIVE POWER |
| PERSON | 10 | 2,428,321 |
| WITH | | |
- 11** AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
2,428,321
- 12** CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES
- 13** PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
2.6%
- 14** TYPE OF REPORTING PERSON
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

SOURCE OF FUNDS

4

00

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

5

CITIZENSHIP OR PLACE OF ORGANIZATION

6

Republic of India

SOLE VOTING POWER

7

6,579

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON
WITH

SHARED VOTING POWER

8

8,100,271

SOLE DISPOSITIVE POWER

9

6,579

SHARED DISPOSITIVE POWER

10

8,100,271

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

11

8,106,850

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

12

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13

8.6%

TYPE OF REPORTING PERSON

14

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 6,579 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 \$402,995,386.96 (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 Fifth 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.

On August 29, 2014, TAFE and the Issuer entered into a Letter Agreement (the “Letter Agreement”), regarding certain governance matters and certain matters relating to the current and future ownership by TAFE of the Common Stock.

See Item 6 for a description of the Letter Agreement and the Fifth 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 93,795,360 shares of Common Stock outstanding as of July 31, 2014, which is the total number of shares of Common Stock outstanding as reported in the Issuer’s Annual Report on Form 10-Q for the fiscal quarter ended June 30, 2014, filed with the SEC on August 8, 2014. As of the close of business on August 29, 2014, (i) TAFE beneficially owned 8,100,271 shares of Common Stock, which constituted approximately 8.6% of the Common Stock outstanding; (ii) TAFE Motors and Tractors beneficially owned 2,428,321 shares of Common Stock, which constituted approximately 2.6% of the Common Stock outstanding; and (iii) Ms. Srinivasan beneficially owned 8,106,850 shares of Common Stock, which constituted approximately 8.6% of the Common Stock outstanding, including the 6,579 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 6,579 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 5,671,950 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	8,100,271	0	8,100,271
TAFE Motors and Tractors	0	2,428,321	0	2,428,321
Mallika Srinivasan	6,579	8,100,271	6,579	8,100,271

(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”), 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 terminated on April 30, 2014. Any description of the Fourth Purchase Plan included herein is qualified in its entirety by reference to Exhibit I.

On August 29, 2014, the Companies and the Broker entered into a new Rule 10b5-1 Purchase Plan Agreement (the “Fifth Purchase Plan” and, together with the Initial Purchase Plan, the Second Purchase Plan, the Third Purchase Plan and the Fourth Purchase Plan, the “Purchase Plans”), relating to the purchase of Common Stock by the Broker on behalf of the Companies. A copy of the Fifth Purchase Plan is filed without its pricing information annex as Exhibit J to this Schedule 13D. The Fifth Purchase Plan terminates on the earliest to occur of (i) February 5, 2015, (ii) the completion of all purchases contemplated by the Fifth Purchase Plan, (iii) subject to certain conditions, the receipt by the Broker of TAFE’s written notice of voluntary or required termination of the Fifth 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 Fifth Purchase Plan and receipt of notice of such breach by the Broker. Any description of the Fifth Purchase Plan included herein is qualified in its entirety by reference to Exhibit J.

On August 29, 2014, TAFE and the Issuer entered into the Letter Agreement regarding certain governance matters and certain matters relating to the current and future ownership by TAFE of the Common Stock. Pursuant to the Letter Agreement, TAFE agreed not to purchase or acquire beneficial ownership of, and to cause its affiliates, including Amalgamations Private Limited, TAFE Motors and Tractors Limited and Mallika Srinivasan (collectively, the “TAFE Parties”), not to purchase or acquire beneficial ownership of additional shares of Common Stock if as a result of such purchase or acquisition TAFE and the TAFE Parties collectively would own 12.5% or more of the 97.36 million shares of Common Stock outstanding at December 31, 2013 (the “TAFE Cap”), provided that TAFE may purchase all of the Common Stock pursuant to an offer permitted under certain provisions of the Letter Agreement. For purposes of TAFE and the TAFE Parties’ ownership, shares of Common Stock beneficially owned by Mallika Srinivasan for service as a director shall not be included. If the Issuer issues additional shares of Common Stock, the TAFE Cap will be increased by 12.5% of the amount of shares issued. Under certain circumstances, if the Issuer repurchases shares issued either as consideration in an acquisition or as part of a board of directors-approved plan to finance an acquisition, the TAFE Cap will be reduced, however the TAFE Cap will never be less than the greater of (x) initial TAFE Cap and (y) 12.5% of the then outstanding shares of Common Stock.

Pursuant to the Letter Agreement, TAFE has also agreed not to (i) subject to its rights to make a non-public offer to acquire all or a part of the Issuer or propose another similar strategic transaction that would result in a change of control of the Issuer, form or act as part of a group with respect to the ownership or voting of Common Stock or to otherwise grant a third-party a proxy or other voting rights with respect to the Common Stock owned by TAFE or any TAFE Party (other than to or at the request of the Issuer), provided that TAFE and the TAFE Parties are expressly permitted to act as a group, or (ii) publicly announce its intention to commence, or commence, an offer to acquire all or part of the Common Stock.

TAFE is permitted under the Letter Agreement to make a non-public offer to the Chairman of the Issuer and the Issuer’s Board of Directors (the “Board”) to acquire all or a part of the Issuer or propose another similar strategic transaction that would result in a change of control of the Issuer. TAFE is permitted to include in such an offer providers of debt and equity financing under certain conditions, including, but not limited to, a requirement that no equity provider has during the time of the offer beneficial ownership of more than 5% of Common Stock and is not a competitor or activist hedge fund or acting in that capacity, and any equity provider will be required to enter into a confidentiality agreement and other agreements consistent with agreements required by the Issuer for other potential bidders for the Issuer.

The Letter Agreement requires the Issuer to promptly inform TAFE of (x) any offer to acquire all or substantially all of the Issuer, or other similar strategic transaction that would result in a change of control of the Issuer, submitted to the Board for formal consideration or which the Board has requested management to evaluate before consideration, and (y) any commencement of a review of strategic alternatives which includes a possible sale of all or substantially all of the Issuer, and permit TAFE the opportunity to make a private offer to acquire all or substantially all of the Issuer, or other similar strategic transaction that would result in a change of control of the Issuer, subject to the right of the Board to control any process for all potential acquirers to the extent it is advised it is required to do so to comply with its fiduciary duties. In the event that the Board decides to sell the global businesses of Massey Ferguson and/ or Fendt, or receives an offer to acquire the global business of Massey Ferguson and/or Fendt submitted to the Board for formal consideration or for which the Board has requested management to evaluate before consideration, TAFE shall be afforded an opportunity to make an offer to purchase the global businesses of Massey Ferguson and/ or Fendt.

Pursuant to the Letter Agreement, the restrictions on TAFE and the TAFE Parties described above will be released and of no further effect upon the first to occur of the following: (i) the Issuer publicly announces a process to review strategic alternatives which includes a possible sale of all or substantially all of the Issuer, (ii) any person commences a public tender offer by filing a Schedule TO (or any successor form) to acquire the Issuer and such public tender offer represents a bona fide intent to acquire the Issuer which is not subject to a financing condition, (iii) any person publicly announces its intention to commence a public tender offer or otherwise makes a public offer to acquire all or substantially all of the Issuer and either of the following occur: (x) the Issuer does not recommend against such offer within the time frame contained in Rule 14d-9 or (y) the Issuer does recommend against such offer within the time frame contained in Rule 14d-9 and subsequently such person publicly announces a bona fide offer higher by more than an immaterial amount or any other person announces its intention to commence a public tender offer or otherwise makes a public offer, to acquire all or substantially all of the Issuer within 6 months of the original public offer, (iv) any person enters into, an acquisition agreement with the Issuer, or the Issuer enters into, or announces its intention to enter into, an agreement providing for the acquisition of all or substantially all of the Issuer, (v) any person (other than a professional institutional investor) acquires 10% or more of the outstanding Common Stock and the Issuer has not within 30 days either (A) entered into a standstill on customary terms, or (B) adopted a stockholder rights plan that restricts such holder's ability to acquire additional shares above the shareholding level that the person has achieved and makes provision for TAFE's acquisition of shares up to the TAFE Cap provided in such case, however, that the restrictions with respect to the prohibition on acquisition of Common Stock above the TAFE Cap by TAFE and the TAFE Parties shall only be released if such person has acquired or is permitted to acquire more than 12.5% of the outstanding Common Stock, (vi) the beneficial ownership of Common Stock collectively by TAFE and the TAFE Parties falls below 5% of the then outstanding Common Stock, (vii) the Issuer breaches the terms of the Letter Agreement described below that relate to the nomination of a candidate proposed by TAFE for election to the Board or otherwise forces the TAFE director to resign from the Board and (viii) the fifth anniversary of the Letter Agreement.

Pursuant to the Letter Agreement, TAFE also agreed not to dispose of Common Stock to a direct competitor or an activist hedge fund and if it disposes of any Common Stock (other than to a TAFE Party), it will do so in a public distribution or in a private sale, and in the case of a private sale, not more than 5% to any person or "group" (as group is defined in the Securities Exchange Act of 1934, as amended).

Pursuant to the Letter Agreement, the Issuer has agreed to provide customary assistance to TAFE in selling its shares, including filing a registration statement with the U.S. Securities and Exchange Commission, cooperating with underwriters, providing auditor comfort letters, participating in road shows and similar activities, if TAFE determines to dispose of any shares of Common Stock in a public distribution.

Pursuant to the Letter Agreement, the Issuer has agreed to nominate a candidate proposed by TAFE for election to the Board at each annual meeting, as long as the collective beneficial ownership by TAFE and the TAFE Parties of Common Stock is 5% or more of the then outstanding Common Stock. If such a nominee is not the Chairman or Chief Executive Officer of TAFE, the Board has reasonable rights of approval over the nominee. If the collective beneficial ownership by TAFE and the TAFE Parties of Common Stock falls below 5% of the then outstanding Common Stock (other than as a result of a sale of Common Stock by TAFE or a TAFE Party), the Issuer has agreed to continue to nominate the candidate proposed by TAFE, provided that the ownership of the Common Stock by TAFE returns to 5% or more by the first anniversary of the date it fell below 5%.

The Letter Agreement will terminate on the fifth anniversary of its signing.

Any description of the Letter Agreement included herein is qualified in its entirety by reference to Exhibit K.

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)
Exhibit J	Rule 10b5-1 Purchase Plan Agreement, dated August 29, 2014, among Tractors and Farm Equipment Limited, TAFE Motors and Tractors Limited and J.P. Morgan Securities LLC (excluding Annex A)
Exhibit K	Letter Agreement, dated August 29, 2014, between Tractors and Farm Equipment Limited and AGCO Corporation
Exhibit L	Limited Power of Attorney, dated as of August 30, 2014

* 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.

***Included by reference to Amendment No. 2 to this Schedule 13D, filed with the SEC on March 6, 2014.

† 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: September 3, 2014

TRACTORS AND FARM EQUIPMENT LIMITED,

By: /s/ Margaret R. Markman

Name: Margaret R. Markman, attorney-in-fact*

TAFE MOTORS AND TRACTORS LIMITED,

By: /s/ Margaret R. Markman

Name: Margaret R. Markman, attorney-in-fact*

/s/ Margaret R. Markman

Name: Margaret R. Markman, attorney-in-fact for Mallika Srinivasan*

* This Amendment No. 3 to Statement on Schedule 13D was executed by Margaret R. Markman 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 L to this Statement on Schedule 13D.

Transactions by TAFE Motors and Tractors during the last 60 days: None

Transactions by TAFE during the last 60 days: 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. 35/77 Nungambakkam High Road, Chennai 600 034	6,579 (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. 35/77 Nungambakkam High Road, Chennai 600 034	None.	None.
R. C. Banka	Executive Director & Deputy CEO	India	Operations	No. 35/77 Nungambakkam High Road, Chennai 600 034	None.	None.
P. B. Sampath	Director & Secretary	India	Company Secretary	No. 35/77 Nungambakkam High Road, Chennai 600 034	None.	None.
Chittaranjan Dua	Director	India	Lawyer	88 Sundar Nagar, New Delhi 110 003	None.	None.
M. L. S. Rao	Director	India	Operations	Rajeswari Apartments, 'S'Block No.84/3, 17 th Street, Anna Nagar, Chennai – 600 040.	None.	None.

Gary L. Collar	Director	US	Senior Vice President, General Manager, Asia/Pacific of AGCO	4177 Tami Lane, Central Point, Oregon 97052	48,955	None. (2)
S. Chandramohan	President & Group CFO	India	Finance	No. 35/77 Nungambakkam High Road, Chennai 600 034	None.	None.
G. Hari	President & COO (Tractor Business)	India	Operations	No. 35/77 Nungambakkam High Road, Chennai 600 034	None.	None.
T. R. Kesavan	Chief Operating Officer – Product Strategy & Corporate Relations	India	Product Marketing	No. 35/77 Nungambakkam High Road, Chennai 600 034	None.	None.
John Edwin	Sr. Vice President & Chief Officer (Manufacturing Excellence & Supply Chain)	India	Manufacturing	No. 35/77 Nungambakkam High Road, Chennai 600 034	None.	None.
Rakesh Verma	Executive Vice President (R & D)	India	R & D	No. 35/77 Nungambakkam High Road, Chennai 600 034	None.	None.
N. S. Swaminathan	Executive Vice President	India	International Business Unit	No. 35/77 Nungambakkam High Road, Chennai 600 034	None.	None.
Muthu Kumar Thanu	Chief Human Resource Officer	India	Human Resources	No. 35/77 Nungambakkam High Road, Chennai 600 034	None.	None.

Shobhana Ravi	Chief Information & Learning Officer	India	Infotech	No. 35/77 Nungambakkam High Road, Chennai 600 034	None.	None.
S. Ramakrishnan	Chief Information Technology Officer	India	Infotech	No. 35/77 Nungambakkam High Road, Chennai 600 034	None.	None.
Cyril Rex Fernando	Sr.Vice President (Sales & Marketing)	India	Sales & Marketing	No. 35/77 Nungambakkam High Road, Chennai 600 034	None.	None.
Pradeep Kapoor	Executive Director (EPD)	India	Operations, Engg Plastics	No. 35/77 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 May 30, 2014.
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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. 35/77 Nungambakkam High Road, Chennai 600 034	6,579 (1)	None. (1)
Dr Lakshmi Venu	Director	India	Director	West Side House, Old No.2, New No.3, Adyar Club Gate Road, Chennai – 600 028.	None.	None.
N. Srinivasan	Director	India	Chartered Accountant	T.18/1, Sixth Avenue, Besant Nagar, Chennai 600 090	None.	None.
Sankar Datta	Director	India	Chartered Accountant	8/1, Vaidya Rama Iyer Street, T.Nagar, Chennai – 600 017	None.	None.
R. C. Banka	Director	India	Operations	No. 35/77 Nungambakkam High Road, Chennai 600 034	None.	None.
S. Chandramohan	Director	India	Finance	No. 35/77 Nungambakkam High Road, Chennai 600 034	None.	None.
G. Hari	President & COO (Tractor Business)	India	Tractor Business	No. 35/77 Nungambakkam High Road, Chennai 600 034	None.	None.

T. R. Kesavan	Chief Operating Officer – Product Strategy & Corporate Relations	India	Product Marketing	No. 35/77 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 (Finance & Accounts)	India	Finance	Plot No. 1, Sector D Industrial Area, Mandideep 462 046	None.	None.
N. Subramanian	Sr. Vice President (Sales & Marketing)	India	Marketing	Plot No. 1, Sector D Industrial Area, Mandideep 462 046	None.	None.
Alok Mam	Vice President (Manufacturing & Strategic Sourcing)	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

August 29, 2014

Tractors and Farm Equipment Limited
Old No.35, New No.77, Nungambakkam High Road
Pottipatti Plaza
Chennai 600034
India

TAFE Motors and Tractors Limited
c/o Tractors and Farm Equipment Limited
Old No.35, New No.77, Nungambakkam High Road
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 September 26, 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) February 5, 2015;

- (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
Old No.35, New No.77, 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
CityPoint
One Ropemaker Street
London EC2Y 9HR
Attention: Joel F. Herold
Telephone: +44 (0)20 7453 1000
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 ANY 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**

**Letter Agreement
Between
AGCO Corporation
Duluth, Georgia, USA
and
Tractors and Farm Equipment Limited
Chennai, India**

This sets out the agreement of Tractors and Farm Equipment Limited (“TAFE”) and AGCO Corporation (“AGCO”) regarding the current and future accumulation by TAFE of shares of AGCO common stock and governance matters. TAFE and AGCO agree to cause their respective affiliates, successors, successors in business, group companies and permitted assigns to comply with the terms of this Agreement. For the avoidance of doubt, in the case of TAFE, its affiliates include its shareholders, including Amalgamations Private Limited, TAFE Motors and Tractors Limited and Mallika Srinivasan (collectively, the “TAFE Parties”), each of which TAFE agrees to cause to abide by the terms hereof.

1. OWNERSHIP OF AGCO SHARES

- a) At December 31, 2013, AGCO had outstanding 97.36 million shares of common stock (the “Reference AGCO Common Stock Amount”). TAFE and TAFE Motors and Tractors Limited collectively beneficially own (as such term is defined under the Securities Exchange Act of 1934, as amended) approximately 8.1 million shares of AGCO common stock, not including shares of AGCO common stock owned by Mallika Srinivasan for service as a director.
- b) TAFE agrees not to purchase or acquire beneficial ownership of, and to cause the TAFE Parties, not to purchase or acquire beneficial ownership of, additional shares of AGCO common stock if as a result of such purchase TAFE and the TAFE Parties collectively would own 12.5% or more of the Reference AGCO Common Stock Amount (the “TAFE Cap”) provided that TAFE may close on the purchase of all of AGCO’s common stock on an offer permitted under Section 1(e), (f) or (g). If AGCO issues more shares of common stock for any purpose, including Acquisition Related Shares, the TAFE Cap will be increased by 12.5% of the amount of the shares issued. “Acquisition Related Shares” are shares of AGCO common stock issued either as consideration in an acquisition or as part of a Board-approved plan to finance an acquisition. If AGCO issues Acquisition Related Shares and repurchases shares of its common stock within a year of such issuance (and/or enters into an accelerated share repurchase agreement to repurchase shares within 3 months of the issuance and repurchases shares under such plan within a year of its adoption or such shorter period described by the last sentence of this clause), and only in such case, will the TAFE Cap be reduced by the lesser of (i) the number of shares repurchased with in such year (or within a year of the adoption of such accelerated share repurchase agreement) and (ii) the number of Acquisition Related Shares issued within such year. In no event will the TAFE Cap at any time be less than the greater of (x) initial TAFE Cap and (y) 12.5% of the then outstanding shares of AGCO common stock. In the event that during the final month of the 3 month period referred to above, AGCO reasonably concludes that it is in possession of material, non-public information that prevents it from entering into an accelerated share repurchase agreement, such 3 month period shall be increased, but not beyond 6 months, until AGCO reasonably concludes it is able to enter into such agreement and, in such circumstance, the accelerated share repurchase plan shall not extend beyond 15 months after the issuance of the Acquisition Related Shares.

- c) TAFE further agrees not to (i) subject to its rights under Section 1(f), form or act as part of a group with respect to the ownership or voting of AGCO common stock or to otherwise grant a third-party a proxy or other voting rights with respect to AGCO common stock owned by TAFE or any TAFE Party (other than to or at the request of AGCO), provided that TAFE and the TAFE Parties are expressly permitted to act as a group, or (ii) publicly announce its intention to commence, or commence, an offer to acquire all or part of the AGCO shares.
- d) For the avoidance of doubt, TAFE's ownership shall include any other right or instrument that is convertible into or exercisable for shares of AGCO common stock or that otherwise provides TAFE or any TAFE Party with any economic incidence of ownership; provided that, for such purposes, shares of AGCO common stock beneficially owned by Mallika Srinivasan for service as a director shall not be included.
- e) TAFE shall be permitted at any time to make a non-public offer to the AGCO Chairman and Board of Directors to acquire all or a part of AGCO or propose another similar strategic transaction that would result in a change of control of AGCO. TAFE shall also be permitted to include in such offer providers of debt and equity financing as long as (i) no equity provider owns during the time of the offer beneficial ownership of more than 5% of AGCO common stock (it being understood that such equity holder may hold more than 5% on completion of the offer), (ii) TAFE takes appropriate precautions to require providers of debt and equity to maintain confidentiality and does not share with them information known to TAFE only by virtue TAFE's nominated member of the AGCO Board of Directors and (iii) no equity provider is a competitor or activist hedge fund or acting in that capacity. Any equity provider included in the offer from TAFE shall enter into a confidentiality and other agreements consistent with agreements required by AGCO of other potential bidders for AGCO prior to such equity provider having access to AGCO confidential information and AGCO will modify any such agreement to be consistent with any subsequently entered agreement if more favorable to the bidder than the agreements required of the equity providers. No equity provider who is a professional institutional investor (including sovereign wealth funds) and has not signed a standstill agreement for the prior three years shall be required to sign a standstill agreement.
- f) AGCO will promptly inform TAFE of (x) any offer to acquire all or substantially all of AGCO, or other similar strategic transaction that would result in a change of control of AGCO, submitted to the AGCO Board of Directors for formal consideration or for which the Board has requested management to evaluate before consideration, and (y) any commencement of a review of strategic alternatives which includes a possible sale of all or substantially all of AGCO, and permit TAFE the opportunity to make a private offer to acquire all or substantially all of AGCO, or other similar strategic transaction that would result in a change of control of AGCO, subject to the right of AGCO's Board of Directors to control any process for all potential acquirers to the extent it is advised it is required to do so to comply with its fiduciary duties. In the event that the AGCO Board of Directors decides to sell the global businesses of Massey Ferguson and/ or Fendt, or receives an offer to acquire the global business of Massey Ferguson and/or Fendt submitted to the AGCO Board of Directors for formal consideration or for which the Board has requested management to evaluate before consideration, TAFE shall be afforded an opportunity to make an offer to purchase the global businesses of Massey Ferguson and/ or Fendt.

g) The restrictions on TAFE and the TAFE Parties in Section 1 shall be released and of no further effect upon the first to occur of the following: (i) AGCO publicly announces a process to review strategic alternatives which includes a possible sale of all or substantially all of AGCO, (ii) any person commences a public tender offer by filing a Schedule TO (or any successor form) to acquire AGCO and such public tender offer represents a bona fide intent to acquire AGCO which is not subject to a financing condition, (iii) any person publicly announces its intention to commence a public tender offer or otherwise makes a public offer to acquire all or substantially all of AGCO and either of the following occur: (x) AGCO does not recommend against such offer within the time frame contained in Rule 14d-9 or (y) AGCO does recommend against such offer within the time frame contained in Rule 14d-9 and subsequently such person publicly announces a bona fide offer higher by more than an immaterial amount or any other person announces its intention to commence a public tender offer or otherwise makes a public offer, to acquire all or substantially all of AGCO within 6 months of the original public offer, (iv) any person enters into, an acquisition agreement with AGCO, or AGCO enters into, or announces its intention to enter into, an agreement providing for the acquisition of all or substantially all of AGCO, (v) any person (other than a professional institutional investor) acquires 10% or more of the outstanding AGCO common stock and AGCO has not within 30 days either (A) entered into a standstill on customary terms, or (B) adopted a stockholder rights plan that restricts such holder's ability to acquire additional shares above the shareholding level that the person has achieved and makes provision for TAFE's acquisition of shares up to the TAFE Cap provided in such case, however, that the restrictions in Section 1(b) shall only be released if such person has acquired or is permitted to acquire more than 12.5% of the outstanding common stock of AGCO, (vi) the beneficial ownership of common stock of AGCO collectively by TAFE and the TAFE Parties falls below 5% of the then outstanding common stock of AGCO, (vii) AGCO breaches the terms of Section 3 or otherwise forces the TAFE director to resign from the Board and (viii) the fifth anniversary of this agreement.

2. DISPOSAL OF AGCO SHARES

- a) TAFE shall not dispose of shares of AGCO common stock to a direct competitor or an activist hedge fund. If TAFE elects to dispose of any AGCO common stock (other than to a TAFE Party), it will dispose of it in a public distribution or in a private sale, but in the case of a private sale not more than 5% to any person or "group" (as group is defined in the Securities Exchange Act of 1934, as amended).
- b) Should TAFE determine to dispose of any shares of AGCO common stock in a public distribution, AGCO will provide customary assistance to TAFE in selling its shares, including filing a registration statement with the U.S. Securities and Exchange Commission, cooperating with underwriters, providing auditor comfort letters, participating in road shows and similar activities.

3. BOARD MATTERS

- a) As long as the collective beneficial ownership of TAFE and the TAFE Parties of common stock of AGCO is 5% or more of the then outstanding common stock of AGCO, AGCO will nominate for election to the Board at each annual meeting a candidate proposed by TAFE. If the candidate is not the Chairman or CEO of TAFE, then the Board shall have reasonable rights of approval over the individual.
- b) If the collective beneficial ownership of TAFE and the TAFE Parties of common stock of AGCO falls below 5% of the then outstanding common stock of AGCO (other than as a result of a sale of AGCO common stock by TAFE or a TAFE Party), AGCO will continue to nominate the TAFE candidate as described in paragraph 3a) as long as TAFE's ownership returns to 5% or more by the first anniversary of the date it fell below 5%.

4. OTHER

- a) This agreement will expire on the fifth anniversary of its signing.
- b) AGCO shall have the right to adopt a Stockholders' Right Plan provided it does not prohibit TAFE from stock ownership up to the TAFE Cap.
- c) Given that AGCO is incorporated in, and governed by the laws of, the State of Delaware, USA, this Agreement shall be governed by the laws of the State of Delaware, USA.

TRACTORS AND FARM EQUIPMENT LIMITED

AGCO CORPORATION

/s/ Mallika Srinivasan

By: Mallika Srinivasan
Its: Chairman

By: /s/ Martin Richenhagen
Its: _____

Date: 29th August 2014

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person or entity whose signature appears below constitutes and appoints each of Joel F. Herold, Stephanie R. Gallina and Margaret R. Markman of Cravath, Swaine & Moore LLP its true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for it and in its name, place, and stead, in any and all capacities, to sign and file this Statement on Schedule 13D and any and all amendments to the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as it might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, and his substitute or substitutes, may lawfully do or cause to be done by virtue thereof.

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

/s/ Mallika Srinivasan

Mallika Srinivasan

Dated: August 30, 2014.