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

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. ____)*

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)

April 3, 2013

(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 o.

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	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> x (b) <input type="checkbox"/> o	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK IF DISCLOSURES OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Republic of India	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 5,305,858
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 5,305,858
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,305,858	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> x	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.5%	
14	TYPE OF REPORTING PERSON CO	

1	NAMES OF REPORTING PERSONS TAFE Motors and Tractors Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> x (b) <input type="checkbox"/> o	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK IF DISCLOSURES OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Republic of India	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 216,315
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 216,315
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 216,315	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> x	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.2%	
14	TYPE OF REPORTING PERSON CO	

1	NAMES OF REPORTING PERSONS Mallika Srinivasan	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input checked="" type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK IF DISCLOSURES OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Republic of India	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 2,139
	8	SHARED VOTING POWER 5,305,858
	9	SOLE DISPOSITIVE POWER 2,139
	10	SHARED DISPOSITIVE POWER 5,305,858
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,307,997	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.5%	
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 2. Identity and Background

(a)-(c) and (f) This statement is being filed jointly on behalf of Tractors and Farm Equipment Limited, a corporation organized under the laws of the Republic of India (“TAFE”), TAFE Motors and Tractors Limited, a corporation organized under the laws of the Republic of India (“TAFE Motors and Tractors”), and Ms. Mallika Srinivasan, a citizen of the Republic of India (collectively, the “Reporting Persons”). TAFE and TAFE Motors and Tractors (together, the “Companies”) are principally engaged in the business of manufacturing tractors and their related components. Ms. Srinivasan serves as the chairman of the board of directors and chief executive officer of each of the Companies. The principal business address of each of the Reporting Persons, and the principal office address of each of the Companies, is No. 35 Nungambakkam High Road, Chennai 600034.

As a result of direct and indirect securities holdings, Amalgamations Private Limited (“Amalgamations”) may be deemed to control the Companies. Exhibit A hereto identifies persons through whom Amalgamations may be deemed to control the Companies. Amalgamations, an Indian corporation, is a diversified holding company with its principal place of business and principal office at No. 124 Dr. Radhakrishnan Salai, Chennai 600004. The filing of this Schedule 13D, including the exhibits, shall not be construed as an admission that any of the control relationships enumerated herein actually exists.

The name, citizenship, occupation and principal business address of each of the directors and executive officers of the Companies are listed in Exhibit B hereto. The name, citizenship, occupation and principal business address of each of the directors and executive officers of Amalgamations are listed in Exhibit C hereto. The name, citizenship, occupation and principal business address of each of the directors and executive officers of persons through whom Amalgamations may be deemed to control the Companies are listed in Exhibit A hereto.

(d) None of the Reporting Persons, nor any of their respective directors or executive officers (if applicable), nor any of the persons listed on Exhibit A, Exhibit B or Exhibit C, has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) None of the Reporting Persons, nor any of their respective directors or executive officers (if applicable), nor any of the persons listed on Exhibit A, Exhibit B or Exhibit C, has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding been or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

Except for the 2,139 shares that Ms. Srinivasan 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 Initial Purchase Plan (as defined in Item 6 below) and the Current Purchase Plan (as defined in Item 6 below), was the working capital of TAFE or of TAFE Motors and Tractors. The Reporting Persons paid a total of \$251,106,514.54 (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 Current 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 Current 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 97,035,838 shares of Common Stock outstanding as of February 15, 2013, 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, 2012, filed with the SEC on February 27, 2013. As of the close of business on April 9, 2013, (i) TAFE beneficially owned 5,305,858 shares of Common Stock, which constituted approximately 5.5% of the Common Stock outstanding; (ii) TAFE Motors and Tractors beneficially owned 216,315 shares of Common Stock, which constituted approximately 0.2% of the Common Stock outstanding; and (iii) Ms. Srinivasan beneficially owned 5,307,997 shares of Common Stock, which constituted approximately 5.5% of the Common Stock outstanding, including the 2,139 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 2,139 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 5,089,543 shares of Common Stock purchased on behalf of TAFE under the Initial Purchase Plan and the Current Purchase Plan, 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	5,305,858	0	5,305,858
TAFE Motors and Tractors	0	216,315	0	216,315
Mallika Srinivasan	2,139	5,305,858	2,139	5,305,858

(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 “Current 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 Current Purchase Plan terminates on the earliest to occur of (i) August 31, 2013, (ii) the completion of all purchases contemplated by the Current Purchase Plan, (iii) subject to certain conditions, the receipt by the Broker of TAFE’s written notice of voluntary or required termination of the Current 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 Purchase Plan and receipt of notice of such breach by the Broker. Any description of the Current Purchase Plan included herein is qualified in its entirety by reference to Exhibit E.

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 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

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: April 9, 2013

TRACTORS AND FARM EQUIPMENT LIMITED,

by: /s/ Matthew M. Lucas

Name: Matthew M. Lucas, attorney-in-fact*

TAFE MOTORS AND TRACTORS LIMITED,

by: /s/ Matthew M. Lucas

Name: Matthew M. Lucas, attorney-in-fact*

/s/ Matthew M. Lucas

Matthew M. Lucas, attorney-in-fact for Mallika Srinivasan*

* This Statement on Schedule 13D was executed by Matthew M. Lucas 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 during the last 60 days, not including purchases by TAFE's wholly owned subsidiary, TAFE Motors and Tractors. All such purchases were effected pursuant to the Current Purchase Plan on the New York Stock Exchange. All prices per share are exclusive of brokers' fees and other administrative costs.

Date	Reporting Person who effected the purchase	Amount of Shares	Price Per Share (\$) (net of commissions)
3/22/2013	TAFE	171,533	50.91 (1) (2)
3/22/2013	TAFE	1,300	51.51 (3) (2)
3/25/2013	TAFE	265,438	50.70 (4) (2)
3/25/2013	TAFE	2,200	51.29 (5) (2)
3/26/2013	TAFE	226,733	50.85 (6) (2)
3/27/2013	TAFE	224,383	50.98 (7) (2)
3/27/2013	TAFE	3,640	51.41 (8) (2)
3/28/2013	TAFE	218,493	51.83 (9) (2)
4/1/2013	TAFE	261,091	51.76 (10) (2)
4/2/2013	TAFE	309,325	50.92 (11) (2)
4/2/2013	TAFE	52,689	51.62 (12) (2)
4/3/2013	TAFE	257,475	50.29 (13) (2)
4/3/2013	TAFE	5,700	51.06 (14) (2)

- (1) The price reported is a weighted average price. These shares were purchased in multiple transactions at prices ranging from \$50.50 to \$51.48.
- (2) 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.
- (3) The price reported is a weighted average price. These shares were purchased in multiple transactions at prices ranging from \$51.50 to \$51.51.
- (4) The price reported is a weighted average price. These shares were purchased in multiple transactions at prices ranging from \$50.24 to \$51.23.
- (5) The price reported is a weighted average price. These shares were purchased in multiple transactions at prices ranging from \$51.24 to \$51.40.
- (6) The price reported is a weighted average price. These shares were purchased in multiple transactions at prices ranging from \$50.75 to \$51.20.
- (7) The price reported is a weighted average price. These shares were purchased in multiple transactions at prices ranging from \$50.40 to \$51.39.
- (8) The price reported is a weighted average price. These shares were purchased in multiple transactions at prices ranging from \$51.40 to \$51.43.
- (9) The price reported is a weighted average price. These shares were purchased in multiple transactions at prices ranging from \$51.24 to \$52.00.
- (10) The price reported is a weighted average price. These shares were purchased in multiple transactions at prices ranging from \$51.39 to \$52.00.
- (11) The price reported is a weighted average price. These shares were purchased in multiple transactions at prices ranging from \$50.43 to \$51.42.
- (12) The price reported is a weighted average price. These shares were purchased in multiple transactions at prices ranging from \$51.43 to \$52.00.
- (13) The price reported is a weighted average price. These shares were purchased in multiple transactions at prices ranging from \$49.94 to \$50.93.
- (14) The price reported is a weighted average price. These shares were purchased in multiple transactions at prices ranging from \$50.96 to \$51.17.

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 Current 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>
4/3/2013	TAFE Motors and Tractors	202,415	50.09 (1) (2)
4/5/2013	TAFE Motors and Tractors	13,900	49.81 (3) (2)

- (1) The price reported is a weighted average price. These shares were purchased in multiple transactions at prices ranging from \$49.97 to \$50.34.
- (2) 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.
- (3) The price reported is a weighted average price. These shares were purchased in multiple transactions at prices ranging from \$49.44 to \$50.00.

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

Persons through whom Amalgamations may be deemed to control the Companies

Set forth below are the (i) name, (ii) principal business address and (iii) place of organization of each person through the ownership of whom Amalgamations may be deemed, for purposes of this Schedule 13D, to control the Companies.

- (i) Simpson & Company Limited
- (ii) 861/862 Anna Salai, Chennai 600 002
- (iii) Republic of India

Directors and Executive Officers of Simpson & Company Limited

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 Simpson & Company Limited.

Name	Title	Country of citizenship	Principal occupation	Principal Business Address	Ownership of Common Stock	Transactions in Common Stock during the past 60 days
A. Krishnamoorthy	Chairman & Managing Director	India	Chief Executive	861/862 Anna Salai, Chennai 600 002	None.	None.
N. Venkataramani	Director	India	Operations	861/862 Anna Salai, Chennai 600 002	None.	None.
P. S. Rajamani	Wholetime Director	India	Manufacturing	861/862 Anna Salai, Chennai 600 002	None.	None.
R. Mahadevan	Director	India	Manufacturing	861/862 Anna Salai, Chennai 600 002	None.	None.
S. Srinivasaraghavan	Chief Financial Officer & Company Secretary	India	Finance	861/862 Anna Salai, Chennai 600 002	None.	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.

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	2,139 (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	4177 Tami Lane, Central Point, Oregon 97052	56,279	(2) (3)
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.

Name	Title	Country of Citizenship	Principal Occupation	Principal Business Address	Ownership of Common Stock	Transactions in Common Stock during the past 60 days
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) On 2/7/2013, Mr. Collar received 24,000 shares of Common Stock at no cost, representing the vesting of Performance Rights originally reported on Form 4 filed on 1/21/2010. AGCO corporate earnings for the performance period exceeded targets as set by AGCO's board of directors, resulting in issuance of 200% of the number of shares originally reported. In connection with such vesting, on the same date, Mr. Collar exercised and disposed of 12,000 Performance Right derivative securities having Common Stock as their underlying security.

(3) On 2/7/2013, Mr. Collar paid the exercise price or tax liability of the other transactions reported in this row by withholding 9,215 shares of Common Stock at a price of \$53.48 per share.

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	2,139 (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	Executive Vice President	India	Manufacturing and R&D	Itarana Road, Alwar 301 001	None.	None.
Bimal Sachdev	Executive Vice President	India	Gears	Plot No. 29-30, Sector II, Parwanoo 173 220	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.

Directors and Executive Officers of Amalgamations

Set forth below is 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 Amalgamations.

Name	Title	Country of citizenship	Principal occupation	Principal Business Address	Ownership of Common Stock	Transactions in Common Stock during the past 60 days
A. Krishnamoorthy	Chairman	India	Business	124 Dr. Radhakrishnan Salai, Chennai 600 004	None.	None.
N. Venkataramani	Director	India	Operations	124 Dr. Radhakrishnan Salai, Chennai 600 004	None.	None.
S. Ramanujachari	Vice President & Secretary	India	Secretary	124 Dr. Radhakrishnan Salai, Chennai 600 004	None.	None.

RULE 10b5-1 PURCHASE PLAN AGREEMENT

August 31, 2012

Tractors and Farm Equipment Limited
35 Nungambakkam Highroad
Pottipatti Plaza
Chennai 60034
India

TAFE Motors and Tractors Limited
c/o Tractors and Farm Equipment Limited
35 Nungambakkam Highroad
Pottipatti Plaza
Chennai 60034
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 11, 2012 (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"):
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- (i) the one-year anniversary of the date hereof;
 - (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.
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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).
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- (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.
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- (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.
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- (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.
 - (xi) TAFE shall deliver to JPMS, prior to the Start Date, an opinion or opinions of counsel to the Purchasers reasonably acceptable to JPMS, in customary form for opinions of counsel from the relevant jurisdiction(s) and in substance reasonably acceptable to JPMS, covering (A) due authorization and corporate power and (B) non-contravention with respect to (x) non-U.S. law and consent or filing requirements and (y) material contracts and constitutive documents of the Purchasers.
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(xii) TAFE shall reimburse JPMS on demand for (i) documented out-of-pocket expenses actually incurred by JPMS and its affiliates for legal fees of outside counsel in an amount not to exceed \$20,000, and (ii) documented out-of-pocket expenses actually incurred by JPMorgan Chase Bank, N.A., Mumbai branch (“JPMorgan India”) for travel expenses within the Republic of India, in each case to the extent such expenses have been incurred in connection with this Letter Agreement prior to the date hereof.

(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 hereunder has been made, JPMorgan India shall promptly apply on behalf of the Purchaser or Purchasers, as the case may be, for the issuance of a unique identification number (UIN) by the Reserve Bank of India 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 Nungambakkan Highroad
Pottipatti Plaza
Chennai 60034
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 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/ Sudheer Tegulapalle
Name: Sudheer Tegulapalle
Title: Executive Director

Agreed to and accepted as of:

TRACTORS AND FARM EQUIPMENT LIMITED

By: /s/ S. Chandramohan
Name: S. Chandramohan
Title: President and Group CFO

TAFE MOTORS AND TRACTORS LIMITED

By: /s/ S. Chandramohan
Name: S. Chandramohan
Title: President and Group CFO

RULE 10b5-1 PURCHASE PLAN AGREEMENT

March 1, 2013

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. TAFE, TAFE Motors and Tractors and JPMS agree that the letter agreement dated August 31, 2012 among TAFE, TAFE Motors and Tractors and JPMS and the Plan (as defined therein) are terminated, as contemplated by Section 2(a)(iii) thereof, as of the date of this Letter Agreement and the Plan Period (as defined therein) has ended as of the date of this Letter Agreement.

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).
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2. Term.

- (a) JPMS is authorized to commence purchasing Securities on March 22, 2013 (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) August 31, 2013;
 - (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.
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(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.
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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.
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- (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.
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- (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.
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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 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/ Sudheer R. Tegulapalle
Name: Sudheer R. Tegulapalle
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

Joint Filing Agreement

The persons named below hereby agree to the joint filing on behalf of each of them of a Schedule 13D, dated April 3, 2013 (including amendments thereto) with respect to the common stock of AGCO Corporation. This Joint Filing Agreement shall be filed as an exhibit to such Schedule 13D.

[Signature page follows]

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: 5th April 2013

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 and Matthew M. Lucas her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for her and in her 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 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 she 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: 5th April 2013