

**UNITED STATES SECURITIES AND EXCHANGE COMMISSION**  
**WASHINGTON, D.C. 20549**  
**FORM 10-K**

**For the fiscal year ended December 31, 2015**  
**of**

**AGCO CORPORATION**

**A Delaware Corporation**  
**IRS Employer Identification No. 58-1960019**  
**SEC File Number 1-12930**

**4205 River Green Parkway**  
**Duluth, GA 30096**  
**(770) 813-9200**

AGCO Corporation's Common Stock is registered pursuant to Section 12(b) of the Act and is listed on the New York Stock Exchange.

AGCO Corporation is a well-known seasoned issuer.

AGCO Corporation is required to file reports pursuant to Section 13 or Section 15(d) of the Act. AGCO Corporation (1) has filed all reports required to be filed by Section 13 or 15(d) of the Act during the preceding 12 months, and (2) has been subject to such filing requirements for the past 90 days.

Disclosure of delinquent filers pursuant to Item 405 of Regulation S-K will be contained in a definitive proxy statement, portions of which are incorporated by reference into Part III of this Form 10-K.

AGCO Corporation has submitted electronically and posted on its corporate website every Interactive Data File for the periods required to be submitted and posted pursuant to Rule 405 of Regulation S-T.

The aggregate market value of AGCO Corporation's Common Stock (based upon the closing sales price quoted on the New York Stock Exchange) held by non-affiliates as of June 30, 2015 was approximately \$4.2 billion. For this purpose, directors and officers and the entities that they control have been assumed to be affiliates. As of February 19, 2016, 82,449,867 shares of AGCO Corporation's Common Stock were outstanding.

AGCO Corporation is a large accelerated filer and is not a shell company.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of AGCO Corporation's Proxy Statement for the 2016 Annual Meeting of Stockholders are incorporated by reference into Part III of this Form 10-K.

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**PART I**

**Item 1. Business**

AGCO Corporation (“AGCO,” “we,” “us,” or the “Company”) was incorporated in Delaware in April 1991. Our executive offices are located at 4205 River Green Parkway, Duluth, Georgia 30096, and our telephone number is (770) 813-9200. Unless otherwise indicated, all references in this Form 10-K to the Company include our subsidiaries.

**General**

We are a leading manufacturer and distributor of agricultural equipment and related replacement parts throughout the world. We sell a full range of agricultural equipment, including tractors, combines, self-propelled sprayers, hay tools, forage equipment, seeding and tillage, implements, and grain storage and protein production systems. Our products are widely recognized in the agricultural equipment industry and are marketed under a number of well-known brands, including Challenger®, Fendt®, GSI®, Massey Ferguson® and Valtra®. We distribute most of our products through approximately 3,000 independent dealers and distributors in more than 140 countries. In addition, we also provide retail and wholesale financing through our finance joint ventures with Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., which we refer to as “Rabobank.”

**Products**

The following table sets forth a description of the Company’s products and their percentage of net sales:

<b>Product</b>	<b>Product Description</b>	<b>Percentage of Net Sales</b>		
		<b>2015</b>	<b>2014</b>	<b>2013</b>
Tractors	• High horsepower tractors (100 to 600 horsepower); typically used on larger farms, primarily for row crop production	57%	57%	60%
	• Utility tractors (40 to 100 horsepower); typically used on small- and medium-sized farms and in specialty agricultural industries, including dairy, livestock, orchards and vineyards			
	• Compact tractors (under 40 horsepower); typically used on small farms and specialty agricultural industries, as well as for landscaping and residential uses			
Combines	• Combines, sold with a variety of threshing technologies and complemented by a variety of crop-harvesting heads; typically used in harvesting grain crops such as corn, wheat, soybeans and rice	4%	6%	6%
Application Equipment	• Self-propelled, three- and four-wheeled vehicles and related equipment; for use in the application of liquid and dry fertilizers and crop protection chemicals both prior to planting crops (“pre-emergence”) and after crops emerge from the ground (“post-emergence”)	4%	5%	5%
Hay Tools and Forage Equipment, Implements & Other Equipment	• Round and rectangular balers, self-propelled windrowers, disc mowers, spreaders, rakes, tedders, and mower conditioners; used for the harvesting and packaging of vegetative feeds used in the beef cattle, dairy, horse and renewable fuel industries	9%	9%	9%
	• Implements, including disc harrows, which cut through crop residue, leveling seed beds and mixing chemicals with the soils; heavy tillage, which break up soil and mix crop residue into topsoil, with or without prior discing; field cultivators, which prepare a smooth seed bed and destroy weeds; and drills, which are primarily used for small grain seeding			
	• Planters; used to apply fertilizer and plant seeds in the field, typically used in row crop seeding			
	• Other equipment, including loaders; used for a variety of tasks, including lifting and transporting hay crops			
Grain Storage and Protein Production Systems	• Grain storage bins and related drying and handling equipment systems; swine and poultry feed storage and delivery, ventilation and watering systems; and egg production cages and broiler production equipment	10%	9%	7%
Replacement Parts	• Replacement parts for all of the products we sell, including products no longer in production. Most of our products can be economically maintained with parts and service for a period of ten to 20 years. Our parts inventories are maintained and distributed through a network of master and regional warehouses throughout North America, South America, Europe and Australia in order to provide timely response to customer demand for replacement parts	16%	14%	13%

## Marketing and Distribution

We distribute products primarily through a network of independent dealers and distributors. Our dealers are responsible for retail sales to the equipment's end user in addition to after-sales service and support of the equipment. Our distributors may sell our products through a network of dealers supported by the distributor, or our distributors also may directly market our products and provide customer service support. Our sales are not dependent on any specific dealer, distributor or group of dealers.

In some countries, we utilize associates and licensees to provide a distribution channel for our products and/or a source of low-cost production for certain Massey Ferguson and Valtra products. Associates are entities in which we have an ownership interest, most notably in India. Licensees are entities in which we have no direct ownership interest. The associate or licensee generally has the exclusive right to produce and sell Massey Ferguson or Valtra equipment in its licensed territory under such tradenames but may not sell these products in other countries. We generally license certain technology to these licensees and associates, and we may sell them certain components used in local manufacturing operations.

<b>Geographical region</b>	<b>Independent Dealers and Distributors</b>	<b>Percent of Net Sales</b>		
	<b>2015</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
Europe	1,010	51%	49%	48%
North America	1,340	26%	25%	26%
South America	290	13%	17%	19%
Rest of World <sup>(1)</sup>	360	10%	9%	7%

(1) Consists of approximately 75 countries in Africa, the Middle East, Australia and Asia.

### ***Dealer Support and Supervision***

We believe that one of the most important criteria affecting a farmer's decision to purchase a particular brand of equipment is the quality of the dealer who sells and services the equipment. We support our dealers in order to improve the quality of our dealer network. We monitor each dealer's performance and profitability and establish programs that focus on continual dealer improvement. Our dealers generally have sales territories for which they are responsible.

We believe that our ability to offer our dealers a full product line of agricultural equipment and related replacement parts, as well as our ongoing dealer training and support programs focusing on business and inventory management, sales, marketing, warranty and servicing matters and products, helps ensure the vitality and increase the competitiveness of our dealer network. We also maintain dealer advisory groups to obtain dealer feedback on our operations.

We provide our dealers with volume sales incentives, demonstration programs and other advertising support to assist sales. We design our sales programs, including retail financing incentives, and our policies for maintaining parts and service availability with extensive product warranties to enhance our dealers' competitive position.

## Manufacturing and Suppliers

### ***Manufacturing and Assembly***

We manufacture and assemble our products in 39 locations worldwide, including six locations where we operate joint ventures. Our locations are intended to optimize capacity, technology or local costs. Furthermore, we continue to balance our manufacturing resources with externally-sourced machinery, components and replacement parts to enable us to better control inventory and our supply of components. We believe that our manufacturing facilities are sufficient to meet our needs for the foreseeable future. Please refer to Item 2, "Properties," where a listing of our principal manufacturing locations is presented.

Our AGCO Power engines division produces diesel engines, gears and generating sets. The diesel engines are manufactured for use in a portion of our tractors, combines and sprayers, and are also sold to third parties. AGCO Power specializes in the manufacturing of off-road engines in the 75 to 750 horsepower range.

### **Third-Party Suppliers**

We externally source some of our machinery, components and replacement parts. Our production strategy is intended to optimize our research and development and capital investment requirements and to allow us greater flexibility to respond to changes in market conditions.

We purchase some of the products we distribute from third-party suppliers. We purchase some fully manufactured tractors from Tractors and Farm Equipment Limited (“TAFE”), as well as from Carraro S.p.A. and Iseki & Company, Limited. We also purchase other tractors, implements and hay and forage equipment from various third-party suppliers. Refer to “Related Parties” within Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” for further discussion of our relationship with TAFE.

In addition to the purchase of machinery, third-party suppliers supply us with significant components used in our manufacturing operations. We select third-party suppliers that we believe are low cost, high quality and possess the most appropriate technology. We also assist in the development of these products or component parts based upon our own design requirements. Our past experience with outside suppliers generally has been favorable.

### **Seasonality**

Generally, retail sales by dealers to farmers are highly seasonal and are a function of the timing of the planting and harvesting seasons. To the extent practicable, we attempt to ship products to our dealers and distributors on a level basis throughout the year to reduce the effect of seasonal retail demands on our manufacturing operations and to minimize our investment in inventory. Our financing requirements are subject to variations due to seasonal changes in working capital levels, which typically increase in the first half of the year and then decrease in the second half of the year. The fourth quarter is also typically a period for higher retail sales because of our customers’ year-end tax planning considerations, the increase in availability of funds from completed harvests and the timing of dealer incentives.

### **Competition**

The agricultural industry is highly competitive. We compete with several large national and international full-line suppliers, as well as numerous short-line and specialty manufacturers with differing manufacturing and marketing methods. Our two principal competitors on a worldwide basis are Deere & Company and CNH Industrial N.V. We have regional competitors around the world that have significant market share in a single country or a group of countries.

We believe several key factors influence a buyer’s choice of farm equipment, including the strength and quality of a company’s dealers, the quality and pricing of products, dealer or brand loyalty, product availability, the terms of financing and customer service. See “Marketing and Distribution” for additional information.

### **Engineering and Research**

We make significant expenditures for engineering and applied research to improve the quality and performance of our products, to develop new products and to comply with government safety and engine emissions regulations.

In addition, we also offer a variety of precision farming technologies that provide farmers with the capability to enhance productivity and profitability on the farm. These technologies are installed in our products and include satellite-based steering, field data collection, yield mapping and telemetry-based fleet management systems.

### **Wholesale Financing**

Primarily in the United States and Canada, we engage in the standard industry practice of providing dealers with floor plan payment terms for their inventories of farm equipment for extended periods generally through our AGCO Finance joint ventures. The terms of our wholesale finance agreements with our dealers vary by region and product line, with fixed payment schedules on all sales, generally ranging from one to 12 months. In the United States and Canada, dealers typically are not required to make an initial down payment, and our terms allow for an interest-free period generally ranging from one to 12 months, depending on the product. Amounts due from sales to dealers in the United States and Canada are immediately due upon a retail sale of the underlying equipment by the dealer, with the exception of sales of grain storage and protein production systems. If not previously paid by the dealer, installment payments generally are required beginning after the interest-free period with the remaining outstanding equipment balance generally due within 12 months after shipment. In limited circumstances, we provide sales terms, and in some cases, interest-free periods that are longer than 12 months for certain

products. These typically are specified programs, predominantly in the United States and Canada, where interest is charged after a period of up to 24 months, depending on the year of the sale and the dealer or distributor's ordering or sales volume during the preceding year. We also provide financing to dealers on used equipment accepted in trade. We obtain a security interest in a majority of the new and used equipment we finance. Sales of grain storage and protein production systems generally are payable within 30 days of shipment.

Typically, sales terms outside the United States and Canada are of a shorter duration, generally ranging from 30 to 180 days. In many cases, we retain a security interest in the equipment sold on extended terms. In certain international markets, our sales are backed by letters of credit or credit insurance.

We have an agreement to permit transferring, on an ongoing basis, a majority of our wholesale receivables in North America and Europe to our AGCO Finance joint ventures in the United States, Canada and Europe. We also have an agreement to permit transferring, on an ongoing basis, a portion of our wholesale receivables in Brazil to our Brazilian AGCO Finance joint venture. Upon transfer, the wholesale receivables maintain standard payment terms, including required regular principal payments on amounts outstanding and interest charges at market rates. Qualified dealers may obtain additional financing through our U.S., Canadian, European and Brazilian finance joint ventures at the joint ventures' discretion. In addition, AGCO Finance joint ventures may provide wholesale financing directly to dealers in Brazil and Australia.

### **Retail Financing**

Our end users of our products are also provided with a competitive and dedicated financing provided by our AGCO Finance joint ventures. Besides contributing to our overall profitability, the AGCO Finance joint ventures can enhance our sales efforts by tailoring retail finance programs to prevailing market conditions. Our finance joint ventures are located in the United States, Canada, Europe, Brazil, Argentina and Australia and are owned 49% by AGCO and 51% by a wholly-owned subsidiary of Rabobank. Refer to "Finance Joint Ventures" within Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," for further information.

In addition, Rabobank is the primary lender with respect to our credit facility and our 4<sup>1/2</sup>% senior term loan, as are more fully described in "Liquidity and Capital Resources" within Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations." Our historical relationship with Rabobank has been strong, and we anticipate its continued long-term support of our business.

### **Intellectual Property**

We own and have licenses to the rights under a number of domestic and foreign patents, trademarks, trade names and brand names relating to our products and businesses. We defend our patent, trademark and trade and brand name rights primarily by monitoring competitors' machines and industry publications and conducting other investigative work. We consider our intellectual property rights, including our rights to use our trade and brand names, important in the operation of our businesses. However, we do not believe we are dependent on any single patent, trademark or trade name or group of patents or trademarks, trade names or brand names. We intend to maintain the separate strengths and identities of our core brand names and product lines.

### **Environmental Matters and Regulation**

We are subject to environmental laws and regulations concerning emissions to the air, discharges of processed or other types of wastewater, and the generation, handling, storage, transportation, treatment and disposal of waste materials. These laws and regulations are constantly changing, and the effects that they may have on us in the future are impossible to predict with accuracy. It is our policy to comply with all applicable environmental, health and safety laws and regulations, and we believe that any expense or liability we may incur in connection with any noncompliance with any law or regulation or the cleanup of any of our properties will not have a materially adverse effect on us. We believe that we are in compliance in all material respects with all applicable laws and regulations.

The United States Environmental Protection Agency regulates permissible non-road and stationary diesel engine emissions. Our AGCO Power engine division, which specializes in the manufacturing of non-road engines in the 75 to 750 horsepower range, currently complies with emissions standards and related requirements set by European and U.S. regulatory authorities. We also are required to comply with other country regulations outside of the United States and Europe. We expect to meet future emissions requirements through the introduction of new technology to our engines and exhaust after-treatment systems, as necessary. In some markets (such as the United States) we must obtain governmental environmental approvals in order to import our products, and these approvals can be difficult or time consuming to obtain or may not be obtainable at all.

For example, our AGCO Power engine division and our engine suppliers are subject to air quality standards, and production at our facilities could be impaired if AGCO Power and these suppliers are unable to timely respond to any changes in environmental laws and regulations affecting engine emissions. Compliance with environmental and safety regulations has added, and will continue to add, to the cost of our products and increase the capital-intensive nature of our business.

Climate change, as a result of emissions of greenhouse gases, is a significant topic of discussion and may generate U.S. and other regulatory responses. It is impracticable to predict with any certainty the impact on our business of climate change or the regulatory responses to it, although we recognize that they could be significant. The most direct impacts are likely to be an increase in energy costs, which would increase our operating costs (through increased utility and transportation costs) and an increase in the costs of the products we purchase from others. In addition, increased energy costs for our customers could impact demand for our equipment. It is too soon for us to predict with any certainty the ultimate impact of additional regulation, either directionally or quantitatively, on our overall business, results of operations or financial condition.

Our international operations also are subject to environmental laws, as well as various other national and local laws, in the countries in which we manufacture and sell our products. We believe that we are in compliance with these laws in all material respects.

## **Regulation and Government Policy**

Domestic and foreign political developments and government regulations and policies directly affect the agricultural industry in the United States and abroad and indirectly affect the agricultural equipment business. The application, modification or adoption of laws, regulations or policies could have an adverse effect on our business.

We have manufacturing facilities or other physical presence in approximately 33 countries and sell our products in more than 140 countries. This subjects us to a range of trade, product, foreign exchange, employment, tax and other laws and regulations, in addition to the environmental regulations discussed previously, in a significant number of jurisdictions. Many jurisdictions and a variety of laws regulate the contractual relationships with our dealers. These laws impose substantive standards on the relationships between us and our dealers, including events of default, grounds for termination, non-renewal of dealer contracts and equipment repurchase requirements. Such laws could adversely affect our ability to terminate our dealers.

In addition, each of the jurisdictions within which we operate or sell products has an important interest in the success of its agricultural industry and the consistency of the availability of reasonably priced food sources. These interests result in active political involvement in the agricultural industry, which, in turn, can impact our business in a variety of ways.

## **Employees**

As of December 31, 2015, we employed approximately 19,600 employees, including approximately 5,000 employees in the United States and Canada. A majority of our employees at our manufacturing facilities, both domestic and international, are represented by collective bargaining agreements and union contracts with terms that expire on varying dates. We currently do not expect any significant difficulties in renewing these agreements.

## **Available Information**

Our Internet address is [www.agcocorp.com](http://www.agcocorp.com). We make the following reports filed by us available, free of charge, on our website under the heading “SEC Filings” in our website’s “Investors” section:

- annual reports on Form 10-K;
- quarterly reports on Form 10-Q;
- current reports on Form 8-K;
- proxy statements for the annual meetings of stockholders; and
- Forms 3, 4 and 5

These reports are made available on our website as soon as practicable after they are filed with the Securities and Exchange Commission (“SEC”).

We also provide corporate governance and other information on our website. This information includes:

- charters for the committees of our board of directors, which are available under the heading “Charters of the Committees of the Board” in the “Governance, Committees, & Charters” section of the “Corporate Governance” section of our website located under “Investors,” and
- our Global Code of Conduct, which is available under the heading “Global Code of Conduct” in the “Corporate Governance” section of our website located under “Investors.”

In addition, in the event of any waivers of our Global Code of Conduct, those waivers will be available under the heading “Corporate Governance” of our website.

## **Financial Information on Geographical Areas**

For financial information on geographical areas, see Note 15 of our Consolidated Financial Statements contained in Item 8, “Financial Statements and Supplementary Data,” under the caption “Segment Reporting,” which information is incorporated herein by reference.



## **Item 1A. Risk Factors**

We make forward-looking statements in this report, in other materials we file with the SEC or otherwise release to the public and on our website. In addition, our senior management might make forward-looking statements orally to analysts, investors, the media and others. Statements concerning our future operations, prospects, strategies, products, manufacturing facilities, legal proceedings, financial condition, future financial performance (including growth and earnings) and demand for our products and services, and other statements of our plans, belief or expectations, including the statements contained in Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” regarding net sales, industry conditions, currency translation impacts, market demand, farm incomes, weather conditions, commodity prices, general economic conditions, availability of financing, working capital, capital expenditure and debt service requirements, margins, production volumes, cost reduction initiatives, investments in product development, compliance with financial covenants, support of lenders, recovery of amounts under guarantee, uncertain income tax provisions, funding of our pension and postretirement benefit plans, or realization of net deferred tax assets, are forward-looking statements. The forward-looking statements we make are not guarantees of future performance and are subject to various assumptions, risks and other factors that could cause actual results to differ materially from those suggested by these forward-looking statements. These factors include, among others, those set forth below and in the other documents that we file with the SEC. There also are other factors that we may not describe, generally because we currently do not perceive them to be material, that could cause actual results to differ materially from our expectations.

We expressly disclaim any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

***Our financial results depend entirely upon the agricultural industry, and factors that adversely affect the agricultural industry generally, including declines in the general economy, increases in farm input costs, weather conditions, lower commodity prices and changes in the availability of credit for our retail customers, will adversely affect us.***

Our success depends heavily on the vitality of the agricultural industry. Historically, the agricultural industry, including the agricultural equipment business, has been cyclical and subject to a variety of economic factors, governmental regulations and legislation and weather conditions. Sales of agricultural equipment generally are related to the economic health of the agricultural industry, which is affected by farm income, farm input costs, debt levels and land values, all of which reflect levels of commodity prices, acreage planted, crop yields, agricultural product demand, including crops used as renewable energy sources, government policies and government subsidies. Sales also are influenced by economic conditions, interest rate and exchange rate levels, and the availability of retail financing. Trends in the industry, such as farm consolidations, may affect the agricultural equipment market. In addition, weather conditions, such as floods, heat waves or droughts, and pervasive livestock or crop diseases can affect farmers’ buying decisions. Downturns in the agricultural industry due to these or other factors, which could vary by market, are likely to result in decreases in demand for agricultural equipment, which would adversely affect our sales, growth, results of operations and financial condition. Moreover, volatility in demand makes it difficult for us to accurately predict sales and optimize production. This, in turn, can result in higher costs, including inventory carrying costs and underutilized manufacturing capacity. During previous downturns in the farm sector, we experienced significant and prolonged declines in sales and profitability, and we expect our business to remain subject to similar market fluctuations in the future.

***The agricultural equipment industry is highly seasonal, and seasonal fluctuations significantly impact results of operations and cash flows.***

The agricultural equipment business is highly seasonal, which causes our quarterly results and our cash flow to fluctuate during the year. Farmers generally purchase agricultural equipment in the Spring and Fall in conjunction with the major planting and harvesting seasons. In addition, the fourth quarter typically is a significant period for retail sales because of our customers’ year-end tax planning considerations, the increase in availability of funds from completed harvests and the timing of dealer incentives. Our net sales and income from operations historically have been the lowest in the first quarter and have increased in subsequent quarters as dealers anticipate increased retail sales in subsequent quarters.

***Most of our sales depend on the retail customers obtaining financing, and any disruption in their ability to obtain financing, whether due to economic downturns or otherwise, will result in the sale of fewer products by us. In addition, the collectability of receivables that are created from our sales, as well as from such retail financing, is critical to our business.***

Most retail sales of our products are financed, either by AGCO Finance joint ventures or by a bank or other private lender. Our AGCO Finance joint ventures, which are controlled by Rabobank and are dependent upon Rabobank for financing as well, finance approximately 40% of the retail sales of our tractors and combines in the markets where the joint ventures

operate. Any difficulty by Rabobank in continuing to provide that financing, or any business decision by Rabobank as the controlling member not to fund the business or particular aspects of it (for example, a particular country or region) would require the joint ventures to find other sources of financing (which may be difficult to obtain), or would require us to find another source of retail financing for our customers, or our customers would be required to utilize other retail financing providers. In prior economic downturns, financing for capital equipment purchases generally became more difficult in certain regions and, in some cases, was expensive to obtain. To the extent that financing is not available, or available only at unattractive prices, our sales would be negatively impacted.

In addition, both AGCO and our AGCO Finance joint ventures have substantial accounts receivable from dealers and retail customers, and we would be adversely impacted if the collectability of these receivables was not consistent with historical experience. This collectability is dependent on the financial strength of the farm industry, which in turn is dependent upon the general economy and commodity prices, as well as several of the other factors discussed in this “Risk Factors” section.

***Our success depends on the introduction of new products, which requires substantial expenditures.***

Our long-term results depend upon our ability to introduce and market new products successfully. The success of our new products will depend on a number of factors, including:

- innovation;
- customer acceptance;
- the efficiency of our suppliers in providing component parts and of our manufacturing facilities in producing final products; and
- the performance and quality of our products relative to those of our competitors.

As both we and our competitors continuously introduce new products or refine versions of existing products, we cannot predict the level of market acceptance or the amount of market share our new products will achieve. We have experienced delays in the introduction of new products in the past, and we cannot provide any assurances that we will not experience delays in the future. Any delays or other problems with our new product launches will adversely affect our operating results. In addition, introducing new products can result in decreases in revenues from our existing products. Consistent with our strategy of offering new products and product refinements, we expect to continue to use a substantial amount of funding for product development and refinement. We may need more funding for product development and refinement than is readily available, which could adversely affect our business, financial condition or results of operations.

***Our expansion plans in emerging markets entail significant risks.***

Our strategy includes establishing a greater manufacturing and/or marketing presence in emerging markets such as China, Africa and Russia. In addition, we are expanding our use of component suppliers in these markets. As we progress with these efforts, it will involve a significant investment of capital and other resources and entail various risks. These include risks attendant to obtaining necessary governmental approvals and the construction of the facilities in a timely manner and within cost estimates, the establishment of supply channels, the commencement of efficient manufacturing operations, and, ultimately, the acceptance of the products by our customers. While we expect the expansion to be successful, should we encounter difficulties involving these or similar factors, it may not be as successful as we anticipate.

***We face significant competition and if we are unable to compete successfully against other agricultural equipment manufacturers, we would lose customers and our net sales and profitability would decline.***

The agricultural equipment business is highly competitive, particularly in our major markets. We compete with several large national and international companies that, like us, offer a full line of agricultural equipment. We also compete with numerous short-line and specialty manufacturers of agricultural equipment. Our two key competitors, Deere & Company and CNH Industrial N.V., are substantially larger than we are and have greater financial and other resources. In addition, in some markets, we compete with smaller regional competitors with significant market share in a single country or group of countries. Our competitors may substantially increase the resources devoted to the development and marketing, including discounting, of products that compete with our products. In addition, competitive pressures in the agricultural equipment business may affect the market prices of new and used equipment, which, in turn, may adversely affect our sales margins and results of operations.

We maintain an independent dealer and distribution network in the markets where we sell products. The financial and operational capabilities of our dealers and distributors are critical to our ability to compete in these markets. In addition, we compete with other manufacturers of agricultural equipment for dealers. If we are unable to compete successfully against other

agricultural equipment manufacturers, we could lose dealers and their end customers and our net sales and profitability may decline.

***Rationalization or restructuring of manufacturing facilities, and plant expansions and system upgrades at our manufacturing facilities, may cause production capacity constraints and inventory fluctuations.***

The rationalization of our manufacturing facilities has at times resulted in, and similar rationalizations or restructurings in the future may result in, temporary constraints upon our ability to produce the quantity of products necessary to fill orders and thereby complete sales in a timely manner. In addition, system upgrades at our manufacturing facilities that impact ordering, production scheduling and other related manufacturing processes are complex, and could impact or delay production targets. A prolonged delay in our ability to fill orders on a timely basis could affect customer demand for our products and increase the size of our product inventories, causing future reductions in our manufacturing schedules and adversely affecting our results of operations. Moreover, our continuous development and production of new products often involves the retooling of existing manufacturing facilities. This retooling may limit our production capacity at certain times in the future, which could adversely affect our results of operations and financial condition. In addition, the expansion and reconfiguration of existing manufacturing facilities, as well as the start up of new manufacturing operations in emerging markets, such as China and Russia, could increase the risk of production delays, as well as require significant investments of capital.

***We depend on suppliers for components, parts and raw materials for our products, and any failure by our suppliers to provide products as needed, or by us to promptly address supplier issues, will adversely impact our ability to timely and efficiently manufacture and sell products. We also are subject to raw material price fluctuations, which can adversely affect our manufacturing costs.***

Our products include components and parts manufactured by others. As a result, our ability to timely and efficiently manufacture existing products, to introduce new products and to shift manufacturing of products from one facility to another depends on the quality of these components and parts and the timeliness of their delivery to our facilities. At any particular time, we depend on many different suppliers, and the failure by one or more of our suppliers to perform as needed will result in fewer products being manufactured, shipped and sold. If the quality of the components or parts provided by our suppliers is less than required and we do not recognize that failure prior to the shipment of our products, we will incur higher warranty costs. The timely supply of component parts for our products also depends on our ability to manage our relationships with suppliers, to identify and replace suppliers that fail to meet our schedules or quality standards, and to monitor the flow of components and accurately project our needs. The shift from our existing suppliers to new suppliers, including suppliers in emerging markets in the future, also may impact the quality and efficiency of our manufacturing capabilities, as well as impact warranty costs. A significant increase in the price of any component or raw material could adversely affect our profitability. We cannot avoid exposure to global price fluctuations, such as occurred in the past with the costs of steel and related products, and our profitability depends on, among other things, our ability to raise equipment and parts prices sufficiently enough to recover any such material or component cost increases.

***A majority of our sales and manufacturing take place outside the United States, and, as a result, we are exposed to risks related to foreign laws, taxes, economic conditions, labor supply and relations, political conditions and governmental policies. These risks may delay or reduce our realization of value from our international operations.***

A majority of our net sales are derived from sales outside the United States. The foreign countries in which we do the most significant amount of business are Germany, France, Brazil, the United Kingdom, Finland and Canada. In addition, we have significant manufacturing operations in France, Germany, Brazil, Italy and Finland and have established manufacturing operations in emerging markets, such as China. Our results of operations and financial condition will be adversely affected by adverse changes in the laws, taxes, economic conditions, labor supply and relations, political conditions and governmental policies of the foreign countries in which we conduct business. Our business practices in these foreign countries must comply with U.S. law, including the Foreign Corrupt Practices Act (“FCPA”). We have a compliance program in place designed to reduce the likelihood of potential violations of the FCPA, but we cannot provide assurances that future violations will not occur. If significant violations do occur, they could subject us to fines and other penalties as well as increased compliance costs. Some of our international operations also are, or might become, subject to various risks that are not present in domestic operations, including restrictions on dividends and the repatriation of funds. Foreign developing markets may present special risks, such as unavailability of financing, inflation, slow economic growth, price controls and difficulties in complying with U.S. regulations.

Domestic and foreign political developments and government regulations and policies directly affect the international agricultural industry, which affects the demand for agricultural equipment. If demand for agricultural equipment declines, our

sales, growth, results of operations and financial condition will be adversely affected. The application, modification or adoption of laws, regulations, trade agreements or policies adversely affecting the agricultural industry, including the imposition of import and export duties and quotas, expropriation and potentially burdensome taxation, could have an adverse effect on our business. The ability of our international customers to operate their businesses and the health of the agricultural industry, in general, are affected by domestic and foreign government programs that provide economic support to farmers. As a result, farm income levels and the ability of farmers to obtain advantageous financing and other protections would be reduced to the extent that any such programs are curtailed or eliminated. Any such reductions likely would result in a decrease in demand for agricultural equipment. For example, a decrease or elimination of current price protections for commodities or of subsidy payments for farmers in the European Union, the United States, Brazil or elsewhere in South America could negatively impact the operations of farmers in those regions, and, as a result, our sales may decline if these farmers delay, reduce or cancel purchases of our products. In emerging markets, some of these (and other) risks can be greater than they might be elsewhere. In addition, in some cases, the financing provided by our joint ventures with Rabobank or by others is supported by a government subsidy or guarantee. The programs under which those subsidies and guarantees are provided generally are of limited duration and subject to renewal and contain various caps and other limitations. In some markets, for example Brazil, this support is quite significant. In the event the governments that provide this support elect not to renew these programs, and were financing not available on reasonable terms, whether through our joint ventures or otherwise, our sales would be negatively impacted.

As a result of the multinational nature of our business and the acquisitions that we have made over time, our corporate and tax structures are complex, with a significant portion of our operations being held through foreign holding companies. As a result, it can be inefficient, from a tax perspective, for us to repatriate or otherwise transfer funds, and we may be subject to a greater level of tax-related regulation and reviews by multiple governmental units than would companies with a more simplified structure. In addition, our foreign and U.S. operations routinely sell products to, and license technology to other operations of ours. The pricing of these intra-company transactions is subject to regulation and review as well. While we make every effort to comply with all applicable tax laws, audits and other reviews by governmental units could result in our being required to pay additional taxes, interest and penalties.

***We can experience substantial and sustained volatility with respect to currency exchange rate and interest rate changes, which can adversely affect our reported results of operations and the competitiveness of our products.***

We conduct operations in a variety of currencies. Our production costs, profit margins and competitive position are affected by the strength of the currencies in countries where we manufacture or purchase goods relative to the strength of the currencies in countries where our products are sold. In addition, we are subject to currency exchange rate risk to the extent that our costs are denominated in currencies other than those in which we earn revenues and to risks associated with translating the financial statements of our foreign subsidiaries from local currencies into United States dollars. Similarly, changes in interest rates affect our results of operations by increasing or decreasing borrowing costs and finance income. Our most significant transactional foreign currency exposures are the Euro, the Brazilian real and the Canadian dollar in relation to the United States dollar, and the Euro in relation to the British pound. Where naturally offsetting currency positions do not occur, we attempt to manage these risks by economically hedging some, but not necessarily all, of our exposures through the use of foreign currency forward exchange or option contracts. As with all hedging instruments, there are risks associated with the use of foreign currency forward exchange or option contracts, interest rate swap agreements and other risk management contracts. While the use of such hedging instruments provides us with protection for a finite period of time from certain fluctuations in currency exchange and interest rates, when we hedge we forego part or all the benefits that might result from favorable fluctuations in currency exchange and interest rates. In addition, any default by the counterparties to these transactions could adversely affect us. Despite our use of economic hedging transactions, currency exchange rate or interest rate fluctuations may adversely affect our results of operations, cash flow and financial condition.

***We are subject to extensive environmental laws and regulations, including increasingly stringent engine emissions standards, and our compliance with, or our failure to comply with, existing or future laws and regulations could delay production of our products or otherwise adversely affect our business.***

We are subject to increasingly stringent environmental laws and regulations in the countries in which we operate. These regulations govern, among other things, emissions into the air, discharges into water, the use, handling and disposal of hazardous substances, waste disposal and the remediation of soil and groundwater contamination. Our costs of complying with these or any other current or future environmental regulations may be significant. For example, the European Union and the United States have adopted more stringent environmental regulations regarding emissions into the air, and it is possible that new emissions-related legislation or regulations will be adopted in connection with concerns regarding greenhouse gases. We may be adversely impacted by costs, liabilities or claims with respect to our operations under existing laws or those that may be adopted in the future. If we fail to comply with existing or future laws and regulations, we may be subject to governmental or

judicial fines or sanctions, or we may not be able to sell our products and, therefore, our business and results of operations could be adversely affected.

In addition, the products that we manufacture or sell, particularly engines, are subject to increasingly stringent environmental regulations. As a result, we will incur engineering expenses and capital expenditures to modify our products to comply with these regulations. Further, we may experience production delays if we or our suppliers are unable to design and manufacture components for our products that comply with environmental standards established by regulators. For instance, as we are required to meet more stringent engine emission reduction standards that are applicable to engines we manufacture or incorporate into our products, we expect to meet these requirements through the introduction of new technology to our products, engines and exhaust after-treatment systems, as necessary. Failure to meet such requirements could materially affect our business and results of operations.

We are subject to SEC disclosure obligations relating to “conflict minerals” (columbite-tantalite, cassiterite (tin), wolframite (tungsten) and gold) that are sourced from the Democratic Republic of Congo or adjacent countries. Complying with these requirements has and will require us to incur additional costs, including the costs to determine the sources of any conflict minerals used in our products and to modify our processes or products, if required. As a result, we may choose to modify the sourcing, supply and pricing of materials in our products. In addition, we may face reputational and regulatory risks if the information that we receive from our suppliers is inaccurate or inadequate, or our process in obtaining that information does not fulfill the SEC’s requirements. We have a formal policy with respect to the use of conflict minerals in our products that is intended to minimize, if not eliminate, conflict minerals sourced from the covered countries to the extent that we are unable to document that they have been obtained from conflict-free sources.

***Our labor force is heavily unionized, and our contractual and legal obligations under collective bargaining agreements and labor laws subject us to the risks of work interruption or stoppage and could cause our costs to be higher.***

Most of our employees, most notably at our manufacturing facilities, are subject to collective bargaining agreements and union contracts with terms that expire on varying dates. Several of our collective bargaining agreements and union contracts are of limited duration and, therefore, must be re-negotiated frequently. As a result, we incur various administrative expenses associated with union representation of our employees. Furthermore, we are at greater risk of work interruptions or stoppages than non-unionized companies, and any work interruption or stoppage could significantly impact the volume of products we have available for sale. In addition, collective bargaining agreements, union contracts and labor laws may impair our ability to reduce our labor costs by streamlining existing manufacturing facilities and in restructuring our business because of limitations on personnel and salary changes and similar restrictions.

***We have significant pension obligations with respect to our employees and our available cash flow may be adversely affected in the event that payments became due under any pension plans that are unfunded or underfunded. Declines in the market value of the securities used to fund these obligations result in increased pension expense in future periods.***

A portion of our active and retired employees participate in defined benefit pension plans under which we are obligated to provide prescribed levels of benefits regardless of the value of the underlying assets, if any, of the applicable pension plan. To the extent that our obligations under a plan are unfunded or underfunded, we will have to use cash flow from operations and other sources to pay our obligations either as they become due or over some shorter funding period. In addition, since the assets that we already have provided to fund these obligations are invested in debt instruments and other securities, the value of these assets varies due to market factors. Historically, these fluctuations have been significant and sometimes adverse, and there can be no assurances that they will not be significant in the future. As of December 31, 2015, we had substantial unfunded or underfunded obligations related to our pension and other postretirement health care benefits. See Note 8 of our Consolidated Financial Statements contained in Item 8 for more information regarding our unfunded or underfunded obligations.

***Our business routinely is subject to claims and legal actions, some of which could be material.***

We routinely are a party to claims and legal actions incidental to our business. These include claims for personal injuries by users of farm equipment, disputes with distributors, vendors and others with respect to commercial matters, and disputes with taxing and other governmental authorities regarding the conduct of our business. While these matters generally are not material, it is entirely possible that a matter will arise that is material to our business.

In addition, we use a broad range of technology in our products. We developed some of this technology, we license some of this technology from others, and some of the technology is embedded in the components that we purchase from suppliers. From time-to-time, third parties make claims that the technology that we use violates their patent rights. While to

date none of these claims have been significant, we cannot provide any assurances that there will not be significant claims in the future or that currently existing claims will not prove to be more significant than anticipated.

***We have a substantial amount of indebtedness, and, as a result, we are subject to certain restrictive covenants and payment obligations that may adversely affect our ability to operate and expand our business.***

Our credit facility and certain other debt agreements have various financial and other covenants that require us to maintain certain total debt to EBITDA and interest coverage ratios. In addition, the credit facility and certain other debt agreements contain other restrictive covenants such as the incurrence of indebtedness and the making of certain payments, including dividends, and are subject to acceleration in the event of default. If we fail to comply with these covenants and are unable to obtain a waiver or amendment, an event of default would result.

If any event of default were to occur, our lenders could, among other things, declare outstanding amounts due and payable, and our cash may become restricted. In addition, an event of default or declaration of acceleration under our credit facility or certain other debt agreements could also result in an event of default under our other financing agreements.

Our substantial indebtedness could have other important adverse consequences such as:

- requiring us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, which would reduce the availability of our cash flow to fund future working capital, capital expenditures, acquisitions and other general corporate purposes;
- increasing our vulnerability to general adverse economic and industry conditions;
- limiting our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- restricting us from being able to introduce new products or pursuing business opportunities;
- placing us at a competitive disadvantage compared to our competitors that may have less indebtedness; and
- limiting, along with the financial and other restrictive covenants in our indebtedness, among other things, our ability to borrow additional funds, pay cash dividends or engage in or enter into certain transactions.

***Our business increasingly is subject to regulations relating to privacy and data protection, and if we violate any of those regulations or otherwise are the victim of a cyber attack, we could incur significant losses and liability.***

Increasingly the United States, the European Union and other governmental entities are imposing regulations designed to protect the collection, maintenance and transfer of personal information. Other regulations govern the collection and transfer of financial data and data security generally. These regulations generally impose penalties in the event of violations. In addition, we also could be subject to cyber attacks that, if successful, could compromise our information technology systems and our ability to conduct business.

In addition, our business relies on the Internet as well as other electronic communications systems that, by their nature, may be subject to efforts by so-called “hackers” to either disrupt our business or steal data or funds. While we strive to maintain customary protections against hackers, there can be no assurance that at some point a hacker will breach those safeguards and damage our business, possibly materially.

***We may encounter difficulties in integrating businesses we acquire and may not fully achieve, or achieve within a reasonable time frame, expected strategic objectives and other expected benefits of the acquisitions.***

We may at times seek to expand through acquisitions of other businesses. We would expect to realize strategic and other benefits as a result of our acquisitions, including, among other things, the opportunity to extend our reach in the agricultural industry and provide our customers with an even wider range of products and services. However, it is impossible to predict with certainty whether, or to what extent, these benefits will be realized or whether we will be able to integrate acquired businesses in a timely and effective manner. For example:

- the costs of integrating acquired businesses and their operations may be higher than we expect and may require significant attention from our management;
- the businesses we acquire may have undisclosed liabilities, such as environmental liabilities or liabilities for violations of laws, such as the FCPA, that we did not expect; and

- our ability to successfully carry out our growth strategies for acquired businesses will be affected by, among other things, our ability to maintain and enhance our relationships with their existing customers, our ability to provide additional product distribution opportunities to them through our existing distribution channels, changes in the spending patterns and preferences of customers and potential customers, fluctuating economic and competitive conditions and our ability to retain their key personnel.

Our ability to address these issues will determine the extent to which we are able to successfully integrate, develop and grow acquired businesses and to realize the expected benefits of these transactions. Our failure to do so could have a material adverse effect on our revenues, operating results and financial condition following the transactions.

**Item 1B. *Unresolved Staff Comments***

Not applicable.

**Item 2. Properties**

Our principal manufacturing locations and/or properties as of January 31, 2016, were as follows:

<b>Location</b>	<b>Description of Property</b>	<b>Leased (Sq. Ft.)</b>	<b>Owned (Sq. Ft.)</b>
<b>United States:</b>			
Assumption, Illinois	Manufacturing/Sales and Administrative Office		933,900
Batavia, Illinois	Parts Distribution	310,200	
Duluth, Georgia	Corporate Headquarters	166,700	
Hesston, Kansas	Manufacturing		1,461,800
Jackson, Minnesota	Manufacturing	327,000	706,000
<b>International:</b>			
Beauvais, France <sup>(1)</sup>	Manufacturing	14,300	1,258,700
Breganze, Italy	Manufacturing		1,548,400
Ennery, France	Parts Distribution	54,500	823,200
Linnavuori, Finland	Manufacturing		396,300
Marktobderdorf, Germany	Manufacturing	127,400	1,472,000
Suolahti, Finland	Manufacturing/Parts Distribution		550,900
Canoas, Brazil	Regional Headquarters/Manufacturing		665,200
Mogi das Cruzes, Brazil	Manufacturing		727,400
Santa Rosa, Brazil	Manufacturing		512,200
Changzhou, China	Manufacturing	248,000	767,000

(1) Includes our joint venture, GIMA, in which we own a 50% interest.

We consider each of our facilities to be in good condition and adequate for its present use. We believe that we have sufficient capacity to meet our current and anticipated manufacturing requirements.



**Item 3.     *Legal Proceedings***

In August 2008, as part of a routine audit, the Brazilian taxing authorities disallowed deductions relating to the amortization of certain goodwill recognized in connection with a reorganization of our Brazilian operations and the related transfer of certain assets to our Brazilian subsidiaries. The amount of the tax disallowance through December 31, 2015, not including interest and penalties, was approximately 131.5 million Brazilian reais (or approximately \$33.2 million). The amount ultimately in dispute will be greater because of interest and penalties. We have been advised by our legal and tax advisors that our position with respect to the deductions is allowable under the tax laws of Brazil. We are contesting the disallowance and believe that it is not likely that the assessment, interest or penalties will be required to be paid. However, the ultimate outcome will not be determined until the Brazilian tax appeal process is complete, which could take several years.

We are a party to various other legal claims and actions incidental to our business. We believe that none of these claims or actions, either individually or in the aggregate, is material to our business or financial statements as a whole, including our results of operations and financial condition.

**Item 4.     *Mine Safety Disclosures***

Not Applicable.

**PART II****Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities**

Our common stock is listed on the New York Stock Exchange ("NYSE") and trades under the symbol AGCO. As of the close of business on February 19, 2016, the closing stock price was \$46.40, and there were 352 stockholders of record (this number does not include stockholders who hold their stock through brokers, banks and other nominees). The following table sets forth, for the periods indicated, the high and low sales prices for our common stock for each quarter within the last two years, as reported on the NYSE, as well as the amount of the dividend paid.

	<b>High</b>	<b>Low</b>	<b>Dividend</b>
<b>2015</b>			
First Quarter	\$ 50.95	\$ 42.07	\$ 0.12
Second Quarter	57.26	46.13	0.12
Third Quarter	57.90	43.22	0.12
Fourth Quarter	51.73	41.91	0.12
	<b>High</b>	<b>Low</b>	<b>Dividend</b>
<b>2014</b>			
First Quarter	\$ 59.02	\$ 49.93	\$ 0.11
Second Quarter	59.18	53.28	0.11
Third Quarter	56.61	45.07	0.11
Fourth Quarter	47.37	41.56	0.11

**Dividend Policy**

On January 28, 2016, our Board of Directors approved an increase in our quarterly dividend from \$0.12 per share to \$0.13 per share beginning in the first quarter of 2016. Future dividends will be subject to our Board of Directors' approval. We cannot provide any assurance that we will continue to pay dividends in the future. Although we are in compliance with all provisions of our debt agreements, our credit facility, 4<sup>1</sup>/<sub>2</sub>% senior term loan and 1.056% senior term loan contain restrictions on our ability to pay dividends in certain circumstances. Refer to Note 9 of our Consolidated Financial Statements for further information.

## Issuer Purchases of Equity Securities

The table below sets forth information with respect to purchases of our common stock made by or on behalf of us during the three months ended December 31, 2015:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs <sup>(1)</sup>	Maximum Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (in millions) <sup>(1)(2)(3)</sup>
October 1, 2015 through October 31, 2015 <sup>(2)</sup>	342,637	\$ 46.12	342,637	\$ 344.2
November 1, 2015 through November 30, 2015 <sup>(3)</sup>	1,711,230	\$ 46.75	1,711,230	\$ 244.2
December 1, 2015 through December 31, 2015	—	\$ —	—	\$ 244.2
<b>Total</b>	<b>2,053,867</b>	<b>\$ 46.50</b>	<b>2,053,867</b>	<b>\$ 244.2</b>

(1) Our Board of Directors' authorization to repurchase these shares expires in December 2016.

(2) In August 2015, we entered into an accelerated share repurchase ("ASR") agreement with a third-party financial institution to repurchase \$62.5 million of our common stock. The ASR agreement resulted in the delivery of 1,012,638 shares of our common stock, representing 75% of the shares expected to be repurchased in connection with the transaction. In October 2015, the remaining 342,637 shares under the ASR agreement were delivered. As reflected in the table above, the average price paid per share for the ASR agreement was the volume-weighted average stock price of our common stock over the term of the ASR agreement. Refer to Note 9 of our Consolidated Financial Statements contained in Item 8, "Financial Statements and Supplementary Data," for a further discussion of this matter.

(3) In November 2015, we entered into an ASR agreement with a third-party financial institution to repurchase \$100.0 million of our common stock. The ASR agreement resulted in the initial delivery of 1,711,230 shares of our common stock, representing approximately 80% of the shares expected to be repurchased in connection with the transaction. In January 2016, the remaining 407,607 shares under the ASR agreement were delivered. The average price paid per share related to the ASR agreement reflected in the table above was derived using the fair market value of the shares on the date the initial 1,711,230 shares were delivered. The amount that may yet be purchased under our share repurchase programs, as presented in the above table, was reduced by the entire \$100.0 million payment related to the ASR agreement. Refer to Note 9 of our Consolidated Financial Statements contained in Item 8, "Financial Statements and Supplementary Data," for a further discussion of this matter.

**Item 6. Selected Financial Data**

The following tables present our selected consolidated financial data. The data set forth below should be read together with Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and our historical Consolidated Financial Statements and the related notes. The Consolidated Financial Statements as of December 31, 2015 and 2014 and for the years ended December 31, 2015, 2014 and 2013 and the reports thereon are included in Item 8, “Financial Statements and Supplementary Data,” in this Form 10-K. The historical financial data may not be indicative of our future performance.

	Years Ended December 31,				
	2015	2014	2013	2012	2011
(In millions, except per share data)					
<b>Operating Data:</b>					
Net sales	\$ 7,467.3	\$ 9,723.7	\$ 10,786.9	\$ 9,962.2	\$ 8,773.2
Gross profit	1,560.6	2,066.3	2,390.6	2,123.2	1,776.1
Income from operations	361.1	646.5	900.7	693.2	610.3
Net income	264.0	404.2	592.3	516.4	585.3
Net loss (income) attributable to noncontrolling interests	2.4	6.2	4.9	5.7	(2.0)
Net income attributable to AGCO Corporation and subsidiaries	\$ 266.4	\$ 410.4	\$ 597.2	\$ 522.1	\$ 583.3
Net income per common share — diluted	\$ 3.06	\$ 4.36	\$ 6.01	\$ 5.30	\$ 5.95
Cash dividends declared and paid per common share	\$ 0.48	\$ 0.44	\$ 0.40	\$ —	\$ —
Weighted average shares outstanding — diluted	87.1	94.2	99.4	98.6	98.1

	As of December 31,				
	2015	2014	2013	2012	2011
(In millions, except number of employees)					
<b>Balance Sheet Data:</b>					
Cash and cash equivalents	\$ 426.7	\$ 363.7	\$ 1,047.2	\$ 781.3	\$ 724.4
Total assets <sup>(1)</sup>	6,501.3	7,368.8	8,395.8	7,700.9	7,317.8
Total long-term debt, excluding current portion	928.8	997.6	938.5	1,035.6	1,409.7
Stockholders’ equity	2,883.3	3,496.9	4,044.8	3,481.5	3,031.2
<b>Other Data:</b>					
Number of employees	19,588	20,828	22,111	20,320	19,294

(1) The Company elected to early adopt Accounting Standards Update 2015-17 “Balance Sheet Classification of Deferred Taxes” (“ASU 2015-17”), which requires that deferred tax liabilities and assets be classified as noncurrent in a classified statement of financial position. The requirements of ASU 2015-17 have been applied retrospectively to all periods presented. Refer to Note 1 of our Consolidated Financial Statements contained in Item 8 for a further discussion of this matter.

**Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations**

We are a leading manufacturer and distributor of agricultural equipment and related replacement parts throughout the world. We sell a full range of agricultural equipment, including tractors, combines, self-propelled sprayers, hay tools, forage equipment, tillage, implements, and grain storage and protein production systems. Our products are widely recognized in the agricultural equipment industry and are marketed under a number of well-known brand names, including: Challenger®, Fendt®, GSI®, Massey Ferguson® and Valtra®. We distribute most of our products through a combination of approximately 3,000 dealers and distributors as well as associates and licensees. In addition, we provide retail financing through our finance joint ventures with Rabobank.

**Financial Highlights**

We sell our equipment and replacement parts to our independent dealers, distributors and other customers. A large majority of our sales are to independent dealers and distributors that sell our products to end users. To the extent practicable, we attempt to sell products to our dealers and distributors on a level basis throughout the year to reduce the effect of seasonal demands on our manufacturing operations and to minimize our investment in inventories. However, retail sales by dealers to farmers are highly seasonal and are linked to the planting and harvesting seasons. In certain markets, particularly in North America, there is often a time lag, which varies based on the timing and level of retail demand, between our sale of the equipment to the dealer and the dealer's sale to a retail customer.

The following table sets forth, for the periods indicated, the percentage relationship to net sales of certain items included in our Consolidated Statements of Operations:

	<b>Years Ended December 31,</b>		
	<b>2015 <sup>(1)</sup></b>	<b>2014 <sup>(1)</sup></b>	<b>2013 <sup>(1)</sup></b>
Net sales	100.0%	100.0%	100.0%
Cost of goods sold	79.1	78.7	77.8
Gross profit	20.9	21.3	22.2
Selling, general and administrative expenses	11.4	10.2	10.1
Engineering expenses	3.8	3.5	3.3
Restructuring and other infrequent expenses	0.3	0.5	—
Amortization of intangibles	0.6	0.4	0.4
Income from operations	4.8	6.6	8.4
Interest expense, net	0.6	0.6	0.5
Other expense, net	0.5	0.5	0.4
Income before income taxes and equity in net earnings of affiliates	3.7	5.5	7.4
Income tax provision	1.0	1.9	2.4
Income before equity in net earnings of affiliates	2.8	3.6	5.0
Equity in net earnings of affiliates	0.8	0.5	0.4
Net income	3.5	4.2	5.5
Net loss attributable to noncontrolling interests	—	0.1	—
Net income attributable to AGCO Corporation and subsidiaries	3.6%	4.2%	5.5%

(1) Rounding may impact summation of amounts.

**2015 Compared to 2014**

Net income attributable to AGCO Corporation and subsidiaries for 2015 was \$266.4 million, or \$3.06 per diluted share, compared to net income for 2014 of \$410.4 million, or \$4.36 per diluted share.

Net sales for 2015 were approximately \$7,467.3 million, or 23.2% lower than 2014, primarily due to softer global market conditions and the unfavorable impact of currency translation. Income from operations was \$361.1 million in 2015 compared to \$646.5 million in 2014. The decrease in income from operations during 2015 was a result of lower net sales in all of our geographical segments, decreased production volumes, a weaker sales mix and currency translation impacts.

Regionally, income from operations in our Europe/Africa/Middle East (“EAME”), South American and North American regions decreased approximately \$83.5 million, \$99.6 million and \$95.8 million, respectively, in 2015 compared to 2014 as a result of lower net sales and production levels, an unfavorable sales mix and the negative impact of currency translation. These adverse impacts have been partially mitigated by headcount and cost reduction initiatives. Loss from operations in the Asia/Pacific region increased approximately \$16.1 million in 2015 compared to 2014 primarily due to lower net sales and increased market development costs in China.

### **Industry Market Conditions**

Crop production reached near-record levels for a third consecutive year, contributing to elevated commodity inventories and putting pressure on global farm economics. Lower farm income weakened demand for farm equipment in all major markets during 2015 as compared to 2014. In North America, industry demand was significantly lower for high horsepower tractors, combines and sprayers, which primarily are used in row crop applications. Industry demand in South America deteriorated significantly throughout 2015. In Brazil, demand was extremely low due to weakness in the general economy, funding interruptions in the government financing program and softness in the sugarcane sector. In Western Europe, industry demand declines from 2014 levels were less pronounced. Poor economics for dairy producers and lower commodity prices in the arable farming sector pressured demand.

In the United States and Canada, industry unit retail sales of tractors and combines decreased approximately 3% and 28%, respectively, in 2015 compared to 2014. The most significant declines were experienced in the row crop sector, impacting demand for high horsepower tractors, combines and sprayers. These declines were partially offset by stable industry sales in lower horsepower tractors. In South America, industry unit retail sales of tractors and combines decreased approximately 28% and 39%, respectively, in 2015 compared to 2014. Declines were most pronounced in Brazil and other South American markets. In Western Europe, industry unit retail sales of tractors and combines decreased approximately 4% and 10%, respectively, in 2015 compared to 2014. The most significant declines were in the United Kingdom, Finland and Germany.

### **Results of Operations**

Net sales for 2015 were \$7,467.3 million compared to \$9,723.7 million for 2014, primarily due to softer global market conditions and the unfavorable impact of foreign currency translation. Foreign currency translation negatively impacted net sales during 2015 as compared to 2014 by approximately \$1,265.0 million, or approximately 13.0%, primarily due to the weakening of the Euro and the Brazilian real. The following table sets forth, for the year ended December 31, 2015, the impact to net sales of currency translation by geographical segment (in millions, except percentages):

	2015	2014	Change		Change due to Currency Translation	
			\$	%	\$	%
North America	\$ 1,965.0	\$ 2,414.2	\$ (449.2)	(18.6)%	\$ (54.5)	(2.3)%
South America	949.0	1,663.4	(714.4)	(42.9)%	(352.3)	(21.2)%
EAME	4,151.3	5,158.5	(1,007.2)	(19.5)%	(799.3)	(15.5)%
Asia/Pacific	402.0	487.6	(85.6)	(17.6)%	(58.9)	(12.1)%
	<u>\$ 7,467.3</u>	<u>\$ 9,723.7</u>	<u>\$ (2,256.4)</u>	<u>(23.2)%</u>	<u>\$ (1,265.0)</u>	<u>(13.0)%</u>

Regionally, net sales in North America decreased during 2015 compared to 2014, with the most significant decreases in high horsepower tractors, combines, sprayers and implements, partially offset by sales growth of protein production equipment. Net sales were lower in South America in 2015 compared to 2014 due to significant sales declines in Brazil, which were partially offset by modest growth in Argentina and other South American markets. Declines in net sales of tractors and combines in the region were partially offset by growth in sales of protein production and grain storage equipment. In the EAME region, net sales decreased in 2015 compared to 2014, with the largest declines in Germany, Africa and Scandinavia, partially offset by growth in France and Turkey. In the Asia/Pacific region, net sales decreased in 2015 compared to 2014, primarily due to net sales declines in Asia. We estimate that worldwide average price increases were approximately 1.8% and 1.5% in 2015 and 2014, respectively. Consolidated net sales of tractors and combines, which consisted of approximately 61% of our net sales in 2015, decreased approximately 26% in 2015 compared to 2014. Unit sales of tractors and combines decreased approximately 12% during 2015 compared to 2014. The unit sales decrease and the decrease in net sales can differ due to foreign currency translation, pricing and sales mix changes.

The following table sets forth, for the years ended December 31, 2015 and 2014, the percentage relationship to net sales of certain items included in our Consolidated Statements of Operations (in millions, except percentages):

	2015		2014	
	\$	% of Net Sales	\$	% of Net Sales <sup>(1)</sup>
Gross profit	\$ 1,560.6	20.9%	\$ 2,066.3	21.3%
Selling, general and administrative expenses	852.3	11.4%	995.4	10.2%
Engineering expenses	282.2	3.8%	337.0	3.5%
Restructuring and other infrequent expenses	22.3	0.3%	46.4	0.5%
Amortization of intangibles	42.7	0.6%	41.0	0.4%
Income from operations	\$ 361.1	4.8%	\$ 646.5	6.6%

(1) Rounding may impact summation of amounts.

Gross profit as a percentage of net sales decreased during 2015 compared to 2014, primarily due to lower net sales and production levels as well as a weaker product mix. Headcount and cost reduction initiatives helped to partially offset these negative impacts. Production hours decreased approximately 18% during 2015 compared to 2014. We recorded stock compensation expense of approximately \$0.9 million during 2015 and a credit of approximately \$0.9 million during 2014 within cost of goods sold, as is more fully explained in Note 1 of our Consolidated Financial Statements.

Selling, general and administrative expenses (“SG&A expenses”) and engineering expenses both declined in dollars but increased as a percentage of net sales during 2015 compared to 2014. The declines in SG&A and engineering expenses were the result of headcount and spending reductions as well as the impact of foreign currency translation. We recorded stock compensation expense of approximately \$11.6 million during 2015 and a credit of \$9.7 million during 2014 within SG&A expenses, as is more fully explained in Note 1 of our Consolidated Financial Statements. The credit recorded in 2014 included approximately \$16.9 million for the reversal of previously recorded long-term stock compensation expense.

We recorded restructuring and other infrequent expenses of approximately \$22.3 million and \$46.4 million during 2015 and 2014, respectively. The restructuring and other infrequent expenses recorded in 2015 and 2014 primarily related to severance and other related costs associated with the rationalization of employee headcount at various manufacturing facilities and administrative offices located in Europe, China, South America and the United States.

Interest expense, net was \$45.4 million for 2015 compared to \$58.4 million for 2014. The decrease was primarily due to higher interest income and lower interest rates on outstanding indebtedness. See “Liquidity and Capital Resources” for further information.

Other expense, net was \$36.3 million in 2015 compared to \$49.1 million in 2014. The decrease was primarily due to lower foreign exchange losses and decreased losses on sales of receivables in 2015 as compared to 2014. Losses on sales of receivables, primarily related to our accounts receivable sales agreements with our finance joint ventures in North America, Europe and Brazil, were approximately \$18.8 million and \$24.8 million in 2015 and 2014, respectively.

We recorded an income tax provision of \$72.5 million in 2015 compared to \$187.7 million in 2014. Our tax provision and effective tax rate is impacted by the differing tax rates of the various tax jurisdictions in which we operate, permanent differences for items treated differently for financial accounting and income tax purposes and for losses in jurisdictions where no income tax benefit is recorded.

A valuation allowance is established when it is more likely than not that some portion or all of a company’s deferred tax assets will not be realized. We assessed the likelihood that our deferred tax assets would be recovered from estimated future taxable income and available income tax planning strategies. At December 31, 2015 and 2014, we had gross deferred tax assets of \$390.0 million and \$430.0 million, respectively, including \$74.0 million and \$75.7 million, respectively, related to net operating loss carryforwards. At December 31, 2015, we had total valuation allowances as an offset to the gross deferred tax assets of \$75.8 million, primarily related to net operating loss carryforwards in Brazil, China, Russia and the Netherlands. At December 31, 2014, we had total valuation allowances as an offset to the gross deferred tax assets of approximately \$93.3 million, primarily related to net operating loss carryforwards in Brazil, China, Russia and the Netherlands. Realization of the remaining deferred tax assets as of December 31, 2015 will depend on generating sufficient taxable income in future periods.

net of reversing deferred tax liabilities. We believe it is more likely than not that the remaining net deferred tax assets will be realized.

Equity in net earnings of affiliates, which is primarily comprised of income from our finance joint ventures, was \$57.1 million in 2015 compared to \$52.9 million in 2014. Refer to “Finance Joint Ventures” for further information regarding our finance joint ventures and their results of operations and to Note 5 of our Consolidated Financial Statements.

### ***2014 Compared to 2013***

Net income attributable to AGCO Corporation and subsidiaries for 2014 was \$410.4 million, or \$4.36 per diluted share, compared to net income for 2013 of \$597.2 million, or \$6.01 per diluted share.

Net sales for 2014 were approximately \$9,723.7 million, or 9.9% lower than 2013, primarily due to softer global market conditions and the unfavorable impact of currency translation. Income from operations was \$646.5 million in 2014 compared to \$900.7 million in 2013. The decrease in income from operations during 2014 was a result of lower net sales in all of our geographical segments, decreased production volumes and a weaker sales mix.

Regionally, income from operations in our EAME, South American and North American regions decreased approximately \$58.0 million, \$78.7 million and \$106.7 million, respectively, in 2014 compared to 2013 as a result of lower net sales and production levels and a weaker sales mix. Income from operations in the Asia/Pacific region decreased approximately \$12.0 million in 2014 compared to 2013 primarily due to lower net sales and increased expenses associated with our new factory in China.

### ***Industry Market Conditions***

Favorable growing conditions and strong yields in 2014 resulted in record crop production that led to lower prices of all major commodities. With lower farm income impacting farmer sentiment, industry demand softened in all major agricultural equipment markets during 2014 as compared to 2013. In North America, industry demand was significantly lower for higher horsepower tractors as well as combines and sprayers, which primarily are used in row crop applications. Improved conditions in the dairy and livestock sectors in North America supported a growth in industry demand in the lower horsepower tractor categories. Weaker demand in the Brazilian sugarcane sector and funding delays in the Brazilian government financing program negatively impacted industry demand in South America. In Western Europe, industry results by country remained mixed, with a significant decline in the markets of France and Scandinavia as well as lower demand in Germany.

In the United States and Canada, industry unit retail sales of tractors and combines decreased approximately 2% and 25%, respectively, in 2014 compared to 2013. The most significant declines were experienced in the row crop sector, impacting demand for high horsepower tractors and combines. These declines were partially offset by higher industry sales in lower horsepower tractors. In South America, industry unit retail sales of tractors in 2014 decreased approximately 15% compared to 2013. Industry unit retail sales of combines in South America decreased approximately 24% during 2014 compared to 2013. In Western Europe, industry unit retail sales of tractors and combines decreased approximately 9% and 11%, respectively, in 2014 compared to 2013. The most significant decline were in the markets of France and Scandinavia, while Germany experienced a moderate decline and industry demand remained stable in the United Kingdom and parts of Southern Europe.



## Results of Operations

Net sales for 2014 were \$9,723.7 million compared to \$10,786.9 million for 2013, primarily due to softer global market conditions and the unfavorable impact of foreign currency translation. Foreign currency translation negatively impacted net sales during 2014 as compared to 2013 by approximately \$258.7 million, or 2.4%, primarily due to the weakening of the Euro and the Brazilian real. The following table sets forth, for the year ended December 31, 2014, the impact to net sales of currency translation by geographical segment (in millions, except percentages):

	2014	2013	Change		Change due to Currency Translation	
			\$	%	\$	%
North America	\$ 2,414.2	\$ 2,757.8	\$ (343.6)	(12.5)%	\$ (25.3)	(0.9)%
South America	1,663.4	2,039.7	(376.3)	(18.4)%	(180.1)	(8.8)%
Europe/Africa/Middle East	5,158.5	5,481.5	(323.0)	(5.9)%	(40.0)	(0.7)%
Asia/Pacific	487.6	507.9	(20.3)	(4.0)%	(13.3)	(2.6)%
	<u>\$ 9,723.7</u>	<u>\$ 10,786.9</u>	<u>\$ (1,063.2)</u>	<u>(9.9)%</u>	<u>\$ (258.7)</u>	<u>(2.4)%</u>

Regionally, net sales in North America decreased during 2014 compared to 2013 with the most significant decreases in net sales in high horsepower tractors, sprayers and implements, partially offset by growth in net sales of low horsepower tractors, grain storage equipment and hay tools. Net sales were lower in South America in 2014 compared to 2013 for tractors, offset by increased net sales of grain storage equipment. In the EAME region, net sales decreased in 2014 compared to 2013, with the largest net sales decreases in France and Germany, partially offset by growth in Africa and Turkey. In the Asia/Pacific region, net sales decreased in 2014 compared to 2013, primarily due to net sales declines in Asia. We estimate that worldwide average price increases were approximately 1.5% and 2.0% in 2014 and 2013, respectively. Consolidated net sales of tractors and combines, which consisted of approximately 63% of our net sales in 2014, decreased approximately 14% in 2014 compared to 2013. Unit sales of tractors and combines decreased approximately 10% during 2014 compared to 2013. The unit sales decrease and the decrease in net sales can differ due to foreign currency translation, pricing and sales mix changes.

The following table sets forth, for the years ended December 31, 2014 and 2013, the percentage relationship to net sales of certain items included in our Consolidated Statements of Operations (in millions, except percentages):

	2014		2013	
	\$	% of Net Sales <sup>(1)</sup>	\$	% of Net Sales
Gross profit	\$ 2,066.3	21.3%	\$ 2,390.6	22.2%
Selling, general and administrative expenses	995.4	10.2%	1,088.7	10.1%
Engineering expenses	337.0	3.5%	353.4	3.3%
Restructuring and other infrequent expenses	46.4	0.5%	—	—%
Amortization of intangibles	41.0	0.4%	47.8	0.4%
Income from operations	<u>\$ 646.5</u>	<u>6.6%</u>	<u>\$ 900.7</u>	<u>8.4%</u>

(1) Rounding may impact summation of amounts.

Gross profit as a percentage of net sales decreased during 2014 compared to 2013, primarily due to lower net sales and production levels as well as a weaker product mix. Pricing and cost reduction initiatives helped to partially offset these negative impacts. Unit production of tractors and combines during 2014 was approximately 15% lower than 2013. We recorded a stock compensation credit of approximately \$0.9 million and an expense of approximately \$2.3 million within cost of goods sold during 2014 and 2013, respectively, as is more fully explained in Note 1 of our Consolidated Financial Statements.

SG&A expenses as a percentage of net sales increased slightly during 2014 compared to 2013, primarily due to the decline in net sales. We recorded a stock compensation credit of approximately \$9.7 million and an expense of approximately \$32.6 million within SG&A expenses during 2014 and 2013, respectively, as is more fully explained in Note 1 of our Consolidated Financial Statements. The credit recorded in 2014 included approximately \$16.9 million for the reversal of

previously recorded long-term stock compensation expense. Engineering expenses as a percentage of net sales also increased slightly during 2014 compared to 2013, primarily due to lower net sales.

We recorded restructuring and other infrequent expenses of approximately \$46.4 million during 2014. The restructuring and other infrequent expenses recorded in 2014 primarily related to severance and other related costs associated with the rationalization of employee headcount at various manufacturing facilities and administrative offices located in Europe, China, South America and the United States.

Interest expense, net was \$58.4 million for 2014 compared to \$58.0 million for 2013, which is more fully explained in “Liquidity and Capital Resources.”

Other expense, net was \$49.1 million in 2014 compared to \$40.1 million in 2013. Other expense, net increased during 2014 compared to 2013 primarily due to foreign exchange losses partially offset by a decline in losses on sales of receivables. Losses on sales of receivables primarily related to our accounts receivable sales agreements with our finance joint ventures in North America and Europe were approximately \$24.8 million and \$25.6 million in 2014 and 2013, respectively.

We recorded an income tax provision of \$187.7 million in 2014 compared to \$258.5 million in 2013. Our tax provision and effective tax rate is impacted by the differing tax rates of the various tax jurisdictions in which we operate, permanent differences for items treated differently for financial accounting and income tax purposes and for losses in jurisdictions where no income tax benefit is recorded.

A valuation allowance is established when it is more likely than not that some portion or all of a company’s deferred tax assets will not be realized. We assessed the likelihood that our deferred tax assets would be recovered from estimated future taxable income and available income tax planning strategies. At December 31, 2014 and 2013, we had gross deferred tax assets of \$430.0 million and \$423.2 million, respectively, including \$75.7 million and \$69.7 million, respectively, related to net operating loss carryforwards. At December 31, 2014, we had total valuation allowances as an offset to the gross deferred tax assets of \$93.3 million, primarily related to net operating loss carryforwards in Brazil, China, Russia and the Netherlands. At December 31, 2013, we had total valuation allowances as an offset to the gross deferred tax assets of approximately \$77.2 million, primarily related to net operating loss carryforwards in Brazil, China and Russia.

Equity in net earnings of affiliates, which is primarily comprised of income from our finance joint ventures, was \$52.9 million in 2014 compared to \$48.2 million in 2013. Refer to “Finance Joint Ventures” for further information regarding our finance joint ventures and their results of operations and to Note 5 of our Consolidated Financial Statements.

### Quarterly Results

The following table presents unaudited interim operating results. We believe that the following information includes all adjustments, consisting only of normal recurring adjustments, necessary to present fairly our results of operations for the periods presented.

	Three Months Ended			
	March 31	June 30	September 30	December 31
(In millions, except per share data)				
<b>2015:</b>				
Net sales	\$ 1,702.6	\$ 2,069.3	\$ 1,736.4	\$ 1,959.0
Gross profit	347.9	449.6	365.7	397.4
Income from operations	46.8	149.9	79.1	85.3
Net income	29.9	105.6	67.2	61.3
Net loss (income) attributable to noncontrolling interests	0.2	1.5	(0.1)	0.8
Net income attributable to AGCO Corporation and subsidiaries	30.1	107.1	67.1	62.1
Net income per common share attributable to AGCO Corporation and subsidiaries — diluted	0.34	1.22	0.77	0.73
<b>2014:</b>				
Net sales	\$ 2,333.4	\$ 2,750.3	\$ 2,154.8	\$ 2,485.2
Gross profit	514.9	631.5	421.9	498.0
Income from operations	155.7	266.7	108.7	115.4
Net income	99.2	166.0	62.5	76.5
Net loss attributable to noncontrolling interests	0.4	2.2	2.5	1.1
Net income attributable to AGCO Corporation and subsidiaries	99.6	168.2	65.0	77.6
Net income per common share attributable to AGCO Corporation and subsidiaries — diluted	1.03	1.77	0.69	0.85

### Finance Joint Ventures

Our AGCO Finance joint ventures provide both retail financing and wholesale financing to our dealers in the United States, Canada, Europe, Brazil, Argentina and Australia. The joint ventures are owned 49% by AGCO and 51% by a wholly owned subsidiary of Rabobank, a financial institution based in the Netherlands. The majority of the assets of the finance joint ventures represents finance receivables. The majority of the liabilities represents notes payable and accrued interest. Under the various joint venture agreements, Rabobank or its affiliates provide financing to the joint ventures, primarily through lines of credit. We do not guarantee the debt obligations of the joint ventures. As of December 31, 2015, our capital investment in the finance joint ventures, which is included in "Investment in affiliates" on our Consolidated Balance Sheets, was approximately \$359.4 million compared to \$389.0 million as of December 31, 2014. The total finance portfolio in our finance joint ventures was approximately \$8.0 billion and \$8.9 billion as of December 31, 2015 and 2014, respectively. The total finance portfolio as of December 31, 2015 included approximately \$6.7 billion of retail receivables and \$1.3 billion of wholesale receivables from AGCO dealers. The total finance portfolio as of December 31, 2014 included approximately \$7.4 billion of retail receivables and \$1.5 billion of wholesale receivables from AGCO dealers. The wholesale receivables either were sold directly to AGCO Finance without recourse from our operating companies or AGCO Finance provided the financing directly to the dealers. During both 2015 and 2014, we did not make additional investments in our finance joint ventures. During 2013, we made a total of approximately \$15.5 million of additional investments in our finance joint ventures in Germany and the Netherlands, primarily related to additional capital required as a result of increased finance portfolios during 2013. Our share in the earnings of the finance joint ventures, included in "Equity in net earnings of affiliates" within our Consolidated Statements of Operations, was \$53.8 million and \$48.8 million for the years ended December 31, 2015 and 2014, respectively.

## Outlook

Our operations are subject to the cyclical nature of the agricultural industry. Sales of our equipment have been and are expected to continue to be affected by changes in net cash farm income, farm land values, weather conditions, the demand for agricultural commodities, farm industry related legislation, availability of financing and general economic conditions.

Weak worldwide industry demand is expected to continue into 2016 resulting from lower commodity prices and reduced farm income across the developed agricultural equipment markets. Our net sales in 2016 are also expected to decrease compared to 2015, primarily due to the projected industry decline and unfavorable currency translation impacts. We expect gross and operating margins to be lower than 2015 levels as a result of the reduction in net sales and production volumes, a weaker product mix and an expected increase in engineering expenses. Benefits from our cost reduction initiatives are expected to partially offset the volume-related impacts.

## Recent Acquisitions

On February 2, 2016, we acquired Tecno Poultry Equipment S.p.A (“Tecno”) for approximately €53.5 million (or approximately \$58.4 million). Tecno, headquartered in Marsango di Campo San Martino, Italy, manufactures and supplies poultry housing and related products, including egg collection equipment and trolley feeding systems. The acquisition was financed through our credit facility (refer to Note 7 of our Consolidated Financial Statements for further information). We will allocate the purchase price to the assets acquired and liabilities assumed based on preliminary estimates of their fair values as of the acquisition date. The acquired net assets primarily consisted of accounts receivable, inventories, accounts payable and accrued expenses, property, plant and equipment, goodwill and certain identifiable intangible assets.

On April 17, 2015, we acquired Farmer Automatic GmbH & Co. KG (“Farmer Automatic”) for approximately \$17.9 million, net of cash acquired of approximately \$0.1 million. Farmer Automatic, headquartered in Laer, Germany, manufactures and supplies poultry housing and related products, including egg production cages and broiler production equipment. The acquisition was financed with available cash on hand. We allocated the purchase price to the assets acquired and liabilities assumed based on preliminary estimates of their fair values as of the acquisition date. The acquired net assets primarily consisted of accounts receivable, inventories, accounts payable and accrued expenses, property, plant and equipment, and customer relationship, technology and trademark identifiable intangible assets. We recorded approximately \$9.6 million of customer relationship, technology and trademark identifiable intangible assets and approximately \$10.0 million of goodwill associated with the acquisition.

On September 11, 2014, we acquired the remaining 39% interest of Santal Equipamentos S.A. Comércio e Indústria (“Santal”) for approximately R\$9.0 million (or approximately \$3.7 million). Santal is headquartered in Ribeirão Preto, Brazil, and manufactures and distributes sugar cane planting, harvesting, handling and transportation equipment as well as replacement parts across Brazil. Due to the fact that we and the seller each had a call option and put option, respectively, with varying dates with respect to the remaining 39% interest in Santal, the fair value of the redeemable noncontrolling interest had previously been recorded within “Temporary equity” in our Consolidated Balance Sheets. The acquisition of the remaining interest was funded with available cash on hand. The redemption and related amounts settled were reflected in “Additional paid-in capital” in our Consolidated Balance Sheets.

On August 1, 2014, we acquired Intersystems Holdings, Inc. (“Intersystems”) for approximately \$134.4 million, net of cash acquired of approximately \$4.1 million (or approximately \$130.3 million, net). Intersystems, headquartered in Omaha, Nebraska, designs and manufactures commercial material handling solutions, primarily for the agricultural, biofuels and food and feed processing industries. The acquisition was financed with available cash on hand and our credit facility (refer to Note 7 of our Consolidated Financial Statements for further information). We allocated the purchase price to the assets acquired and liabilities assumed based on preliminary estimates of their fair values as of the acquisition date. The acquired net assets primarily consisted of accounts receivable, inventories, accounts payable and accrued expenses, property, plant and equipment, and customer relationship, technology and trademark identifiable intangible assets. We recorded approximately \$46.3 million of customer relationship, technology and trademark identifiable intangible assets and approximately \$89.6 million of goodwill associated with the acquisition.

## Liquidity and Capital Resources

Our financing requirements are subject to variations due to seasonal changes in inventory and receivable levels. Internally generated funds are supplemented when necessary from external sources, primarily our credit facility and accounts receivable sales agreement facilities.

We believe that these facilities, together with available cash and internally generated funds, will be sufficient to support our working capital, capital expenditures and debt service requirements for the foreseeable future:

- Our €200.0 million (or approximately \$217.2 million as of December 31, 2015) 4<sup>1</sup>/<sub>2</sub>% senior term loan, which matures in 2016 (see further discussion below).
- Our revolving credit and term loan facility, consisting of an \$800.0 million multi-currency revolving credit facility and a €312.0 million (or approximately \$338.9 million as of December 31, 2015) term loan facility, which expires in June 2020. As of December 31, 2015, there were no outstanding amounts under the multi-currency revolving credit facility and €312.0 million (or approximately \$338.9 million) was outstanding under the term loan facility (see further discussion below).
- Our €200.0 million (or approximately \$217.2 million as of December 31, 2015) 1.056% senior term loan, which matures in 2020 (see further discussion below).
- Our \$297.4 million of 5<sup>7</sup>/<sub>8</sub>% senior notes, which mature in 2021 (see further discussion below).
- Our accounts receivable sales agreements with our finance joint ventures in the United States, Canada, Europe and Brazil. As of December 31, 2015, approximately \$1.1 billion of cash had been received under these agreements (see further discussion below).

In addition, although we are in complete compliance with the financial covenants contained in these facilities and currently expect to continue to maintain such compliance, should we ever encounter difficulties, our historical relationship with our lenders has been strong and we anticipate their continued long-term support of our business.

### *Current Facilities*

Our €200.0 million 4<sup>1</sup>/<sub>2</sub>% senior term loan with Rabobank is due May 2, 2016. We have the ability to prepay the term loan before its maturity date. Interest is payable on the term loan at 4<sup>1</sup>/<sub>2</sub>% per annum, payable quarterly in arrears on March 31, June 30, September 30 and December 31 of each year. The term loan contains covenants restricting, among other things, the incurrence of indebtedness and the making of certain payments, including dividends, and is subject to acceleration in the event of default. We also must fulfill financial covenants with respect to a total debt to EBITDA ratio and an interest coverage ratio.

Our revolving credit facility and term loan facility consists of an \$800.0 million multi-currency revolving credit facility and a €312.0 million (or approximately \$338.9 million as of December 31, 2015) term loan facility. We are not required to make quarterly payments towards the term loan facility. On June 19, 2015, we amended our current credit facility agreement, providing us with the ability to replace the current term loan facility denominated in United States dollars with an equivalent amount denominated in Euros. In August 2015, we replaced the outstanding term loan facility in the amount of \$355.0 million, denominated in U.S. dollars, with an equivalent amount denominated in Euros. We also extended the maturity date of our credit facility from June 28, 2019 to June 26, 2020 and amended the interest rate margin. Under the amended credit facility agreement, interest accrues on amounts outstanding, at our option, depending on the currency borrowed, at either (1) LIBOR or EURIBOR plus a margin ranging from 1.0% to 1.75% based on our leverage ratio, or (2) the base rate, which is equal to the higher of (i) the administrative agent's base lending rate for the applicable currency, (ii) the federal funds rate plus 0.5%, and (iii) one-month LIBOR for loans denominated in U.S. dollars plus 1.0% plus a margin ranging from 0.0% to 0.25% based on our leverage ratio. Previously, interest accrued on amounts outstanding under the credit facility, at our option, at either (1) LIBOR plus a margin ranging from 1.0% to 2.0% based on our leverage ratio, or (2) the base rate, which is equal to the higher of (i) the administrative agent's base lending rate for the applicable currency, (ii) the federal funds rate plus 0.5%, and (iii) one-month LIBOR for loans denominated in U.S. dollars plus 1.0% plus a margin ranging from 0.0% to 0.5% based on our leverage ratio. As is more fully described in Note 11 to our Consolidated Financial Statements, we entered into an interest rate swap in August 2015 to convert the term loan facility's floating interest rate to a fixed interest rate of 0.33% plus the applicable margin over the remaining life of the term loan facility. The credit facility contains covenants restricting, among other things, the incurrence of indebtedness and the making of certain payments, including dividends, and is subject to acceleration in the event of a default. We also must fulfill financial covenants with respect to a total debt to EBITDA ratio and an interest coverage ratio. As of December 31, 2015, no amounts were outstanding under our multi-currency revolving credit facility, and we had the ability to borrow approximately \$800.0 million under the facility. Approximately €312.0 million

(or approximately \$338.9 million) was outstanding under the term loan facility as of December 31, 2015. As of December 31, 2014, we had \$404.4 million of outstanding borrowings under our former credit facility and availability to borrow approximately \$750.6 million. Approximately \$49.4 million was outstanding under the multi-currency revolving credit facility and \$355.0 million was outstanding under the term loan facility as of December 31, 2014.

During 2015, we designated our €312.0 million (\$338.9 million at December 31, 2015) term loan facility as a hedge of our net investment in foreign operations to offset foreign currency translation gains or losses on the net investment. See Note 11 to our Consolidated Financial Statements for additional information about the net investment hedge.

In December 2014, we entered into a term loan with the European Investment Bank, which provided us with the ability to borrow up to €200.0 million. The €200.0 million (or approximately \$217.2 million as of December 31, 2015) of funding was received on January 15, 2015 with a maturity date of January 15, 2020. We have the ability to prepay the term loan before its maturity date. Interest is payable on the term loan at 1.056% per annum, payable quarterly in arrears on January 15, April 15, July 15 and October 15 of each year. The term loan contains covenants regarding, among other things, the incurrence of indebtedness and the making of certain payments, as well as commitments regarding amounts of future research and development expenses in Europe, and is subject to acceleration in the event of default. We also have to fulfill financial covenants with respect to a net leverage ratio and an interest coverage ratio.

Our \$297.4 million of 5<sup>7</sup>/<sub>8</sub>% senior notes due December 1, 2021 constitute senior unsecured and unsubordinated indebtedness. Interest is payable on the notes semi-annually in arrears on June 1 and December 1 of each year. At any time prior to September 1, 2021, we may redeem the notes, in whole or in part from time to time, at our option, at a redemption price equal to the greater of (i) 100% of the principal amount plus accrued and unpaid interest, including additional interest, if any, to but excluding, the redemption date, or (ii) the sum of the present values of the remaining scheduled payments of principal and interest (exclusive of interest accrued to the date of redemption) discounted to the redemption date at the treasury rate plus 0.5%, plus accrued and unpaid interest, including additional interest, if any. Beginning September 1, 2021, we may redeem the notes, in whole or in part from time to time, at our option, at a redemption price equal to 100% of the principal amount plus accrued and unpaid interest, including additional interest, if any. As is more fully described in Note 11 to our Consolidated Financial Statements, we entered into an interest rate swap in August 2015 to convert the senior notes' fixed interest rate to a floating interest rate over the remaining life of the senior notes. A weighted average interest rate of 4.53% was applicable from the date of inception of the interest rate swap to December 31, 2015.

Our accounts receivable sales agreements in North America and Europe permit the sale, on an ongoing basis, of a majority of our receivables to our 49% owned U.S., Canadian and European finance joint ventures. During 2015, we entered into an accounts receivable sales agreement that permits the sale, on an ongoing basis, of a portion of our wholesale receivables in Brazil to our Brazilian finance joint venture. The sales of all receivables are without recourse to us. We do not service the receivables after the sale occurs, and we do not maintain any direct retained interest in the receivables. These agreements are accounted for as off-balance sheet transactions and have the effect of reducing accounts receivable and short-term liabilities by the same amount. As of December 31, 2015 and 2014, the cash received from receivables sold under the U.S., Canadian, European and Brazilian accounts receivable sales agreements was approximately \$1.1 billion and \$1.2 billion, respectively.

Our finance joint ventures in Brazil and Australia also provide wholesale financing directly to our dealers. The receivables associated with these arrangements also are without recourse to us. As of December 31, 2015 and 2014, these finance joint ventures had approximately \$17.7 million and \$43.3 million, respectively, of outstanding accounts receivable associated with these arrangements. These arrangements are accounted for as off-balance sheet transactions. In addition, we sell certain trade receivables under factoring arrangements to other financial institutions around the world. These arrangements also are accounted for as off-balance sheet transactions.

### ***Former Facilities***

During the first six months of 2014, holders of our former 1<sup>3</sup>/<sub>4</sub>% convertible senior subordinated notes converted or we repurchased approximately \$49.7 million of the aggregate principal amount of the notes. In May 2014, we announced our election to redeem the remaining \$151.5 million balance of the notes with a redemption date of June 20, 2014. Substantially all of the holders of the notes elected to convert their remaining notes prior to the redemption date. The redemptions settled in July 2014. For the year ended December 31, 2014, we issued a total of 1,437,465 shares of our common stock associated with the \$81.0 million excess conversion value of all notes converted. We reflected the repayment of the principal of the notes totaling \$201.2 million within "Repurchase or conversion of convertible senior subordinated notes" within our Consolidated Statements of Cash Flows for the year ended December 31, 2014.

During the year ended December 31, 2013, holders of our former 1¼% convertible senior subordinated notes converted less than \$0.1 million of the principal amount of the notes. We issued 286 shares of our common stock associated with the less than \$0.1 million excess conversion value of the notes. We reflected the repayment of the principal of the notes totaling less than \$0.1 million within “Repurchase or conversion of convertible senior subordinated notes” within our Consolidated Statements of Cash Flows for the year ended December 31, 2013.

The appreciation of the excess conversion value of our former 1¼% convertible senior subordinated notes impacted the diluted weighted average shares outstanding using the treasury stock method. Refer to Notes 1 and 7 of our Consolidated Financial Statements for further discussion.

### Cash Flows

Cash flows provided by operating activities were \$524.2 million during 2015 compared to \$438.4 million during 2014 and \$797.0 million during 2013. The increase in cash flows provided by operating activities during 2015 was primarily due to a reduction in accounts receivable and inventories, as well as an increase in accounts payable. The decrease in cash flows provided by operating activities during 2014 was primarily due to a decrease in net income as well as a reduction in accounts payable.

Our working capital requirements are seasonal, with investments in working capital typically building in the first half of the year and then reducing in the second half of the year. We had \$712.9 million in working capital at December 31, 2015, as compared with \$1,093.8 million at December 31, 2014. Accounts receivable and inventories, combined, at December 31, 2015 were \$454.3 million lower than at December 31, 2014. The decrease in inventories as of December 31, 2015 compared to December 31, 2014 was primarily due to production cuts initiated in the second half of 2014 and the full year of 2015 as well as the negative impact of foreign currency translation.

Our debt to capitalization ratio, which is total indebtedness divided by the sum of total indebtedness and stockholders’ equity, was 30.0% at December 31, 2015 compared to 23.8% at December 31, 2014.

### Contractual Obligations

The future payments required under our significant contractual obligations, excluding foreign currency option and forward contracts, as of December 31, 2015 are as follows (in millions):

	Payments Due By Period				
	Total	2016	2017 to 2018	2019 to 2020	2021 and Beyond
Indebtedness <sup>(1)</sup>	\$ 1,235.0	\$ 306.2	\$ 53.2	\$ 578.2	\$ 297.4
Interest payments related to indebtedness <sup>(2)</sup>	128.7	52.2	37.6	29.0	9.9
Capital lease obligations	3.4	2.1	1.3	—	—
Operating lease obligations	174.3	50.2	58.4	22.7	43.0
Unconditional purchase obligations	87.7	71.1	16.5	0.1	—
Other short-term and long-term obligations <sup>(3)</sup>	369.6	95.4	83.0	81.5	109.7
<b>Total contractual cash obligations</b>	<b>\$ 1,998.7</b>	<b>\$ 577.2</b>	<b>\$ 250.0</b>	<b>\$ 711.5</b>	<b>\$ 460.0</b>

  

	Amount of Commitment Expiration Per Period				
	Total	2016	2017 to 2018	2019 to 2020	2021 and Beyond
Standby letters of credit and similar instruments	\$ 17.5	\$ 17.5	\$ —	\$ —	\$ —
Guarantees	68.3	63.2	4.3	0.8	—
<b>Total commercial commitments and letters of credit</b>	<b>\$ 85.8</b>	<b>\$ 80.7</b>	<b>\$ 4.3</b>	<b>\$ 0.8</b>	<b>\$ —</b>

(1) Indebtedness amounts reflect the principal amount of our senior term loan, senior notes and credit facility.

(2) Estimated interest payments are calculated assuming current interest rates over minimum maturity periods specified in debt agreements. Debt may be repaid sooner or later than such minimum maturity periods (unaudited).

(3) Other short-term and long-term obligations include estimates of future minimum contribution requirements under our U.S. and non-U.S. defined benefit pension and postretirement plans. These estimates are based on current legislation in the countries we operate within and are subject to change. Other short-term and long-term obligations also include income tax liabilities related to uncertain income tax positions connected with ongoing income tax audits in various jurisdictions.

## **Commitments and Off-Balance Sheet Arrangements**

### ***Guarantees***

We maintain a remarketing agreement with our finance joint venture in the United States, whereby we are obligated to repurchase repossessed inventory at market values. We have an agreement with our finance joint venture in the United States which limits our purchase obligations under this arrangement to \$6.0 million in the aggregate per calendar year. We believe that any losses that might be incurred on the resale of this equipment will not materially impact our financial position or results of operations, due to the fact that the repurchase obligation would be equivalent to the fair value of the underlying equipment.

At December 31, 2015, we guaranteed indebtedness owed to third parties of approximately \$68.3 million, primarily related to dealer and end-user financing of equipment. Such guarantees generally obligate us to repay outstanding finance obligations owed to financial institutions if dealers or end users default on such loans through 2020. We believe the credit risk associated with these guarantees is not material to our financial position or results of operations. Losses under such guarantees historically have been insignificant. In addition, we generally would expect to be able to recover a significant portion of the amounts paid under such guarantees from the sale of the underlying financed farm equipment, as the fair value of such equipment is expected to offset a substantial portion of the amounts paid.

### ***Other***

At December 31, 2015, we had outstanding non-designated foreign exchange contracts with a gross notional amount of approximately \$1,533.9 million, and there were no outstanding designated foreign exchange contracts. Gains and losses on such contracts historically are substantially offset by losses and gains on the exposures being hedged. See “Foreign Currency Risk Management” for additional information.

As discussed in “Liquidity and Capital Resources,” we sell a majority of our wholesale accounts receivable in North America and Europe to our U.S., Canadian and European finance joint ventures, and during 2015, we started to sell a portion of our wholesale receivables in Brazil to our Brazilian finance joint venture. We also sell certain accounts receivable under factoring arrangements to financial institutions around the world. We have determined that these facilities should be accounted for as off-balance sheet transactions.

### ***Contingencies***

We are party to various claims and lawsuits arising in the normal course of business. We closely monitor these claims and lawsuits and frequently consult with our legal counsel to determine whether they may, when resolved, have a material adverse effect on our financial position or results of operations and accrue and/or disclose loss contingencies as appropriate (see Note 12 of our Consolidated Financial Statements and Item 3, “Legal Proceedings”).

### **Related Parties**

Rabobank is a 51% owner in our finance joint ventures, which are located in the United States, Canada, Europe, Brazil, Argentina and Australia. Rabobank is also the principal agent and participant in our credit facility. The majority of the assets of our finance joint ventures represents finance receivables. The majority of the liabilities represents notes payable and accrued interest. Under the various joint venture agreements, Rabobank or its affiliates provide financing to the joint venture companies, primarily through lines of credit. We do not guarantee the debt obligations of the finance joint ventures. During both 2015 and 2014, we did not make additional investments in our finance joint ventures. During 2013, we made a total of approximately \$15.5 million of additional investments in our finance joint ventures in Germany and the Netherlands, primarily related to additional capital required as a result of increased retail finance portfolios during 2013.

Our finance joint ventures provide retail and wholesale financing to our dealers. In addition, we transfer, on an ongoing basis, a majority of our wholesale receivables in North America and Europe to our U.S., Canadian and European finance joint ventures. During 2015, we entered into an accounts receivable sales agreement that permits the sale, on an ongoing basis, of a portion of our wholesale receivables in Brazil to our Brazilian finance joint venture. See Note 4 of our Consolidated Financial Statements for further discussion of these agreements. We maintain a remarketing agreement with our U.S. finance joint venture, AGCO Finance LLC, as discussed above under “Commitments and Off-Balance Sheet Arrangements.” In addition, as part of sales incentives provided to end users, we may from time to time subsidize interest rates of retail financing provided by our finance joint ventures. The cost of those programs is recognized at the time of sale to our dealers.



Tractors and Farm Equipment Limited, in which we hold a 23.75% interest, manufactures Massey Ferguson-branded equipment primarily in India and also supplies tractors and components to us for sale in other markets. Mallika Srinivasan, who is the Chairman and Chief Executive Officer of TAFE, is currently a member of our Board of Directors. As of December 31, 2015, TAFE owned 12,150,152 shares of our common stock. We and TAFE are parties to an agreement pursuant to which, among other things, TAFE has agreed not to purchase in excess of 12,170,290 shares of our common stock, subject to certain adjustments, and we have agreed to annually nominate a TAFE representative to our Board of Directors. During 2015, 2014 and 2013, we purchased approximately \$129.2 million, \$149.0 million and \$90.7 million, respectively, of tractors and components from TAFE. During 2015, 2014 and 2013, we sold approximately \$2.2 million, \$2.1 million and \$0.8 million, respectively, of parts to TAFE. We received dividends from TAFE of approximately \$1.7 million, \$1.8 million and \$1.6 million during 2015, 2014 and 2013, respectively.

During 2015, 2014 and 2013, we paid approximately \$3.0 million, \$3.4 million and \$3.3 million, respectively, to PPG Industries, Inc. for painting materials used in our manufacturing processes. Our Chairman, President and Chief Executive Officer is currently a member of the board of directors of PPG Industries, Inc.

### **Foreign Currency Risk Management**

We have significant manufacturing operations in the United States, France, Germany, Finland and Brazil, and we purchase a portion of our tractors, combines and components from third-party foreign suppliers, primarily in various European countries and in Japan. We also sell products in over 140 countries throughout the world. The majority of our net sales outside the United States are denominated in the currency of the customer location, with the exception of sales in the Middle East, Africa, Asia and parts of South America, where net sales are primarily denominated in British pounds, Euros or United States dollars. See Note 15 of our Consolidated Financial Statements for net sales by customer location. Our most significant transactional foreign currency exposures are the Euro, the Brazilian real and the Canadian dollar in relation to the United States dollar, and the Euro in relation to the British pound. Fluctuations in the value of foreign currencies create exposures, which can adversely affect our results of operations.

We attempt to manage our transactional foreign currency exposure by hedging foreign currency cash flow forecasts and commitments arising from the anticipated settlement of receivables and payables and from future purchases and sales. Where naturally offsetting currency positions do not occur, we hedge certain, but not all, of our exposures through the use of foreign currency contracts. Our translation exposure resulting from translating the financial statements of foreign subsidiaries into United States dollars is not hedged. Our most significant translation exposures are the Euro, the British pound and the Brazilian real in relation to the United States dollar. When practical, this translation impact is reduced by financing local operations with local borrowings. Our hedging policy prohibits use of foreign currency contracts for speculative trading purposes.

All derivatives are recognized on our Consolidated Balance Sheets at fair value. On the date a derivative contract is entered into, we designate the derivative as either (1) a fair value hedge of a recognized liability, (2) a cash flow hedge of a forecasted transaction, (3) a hedge of a net investment in a foreign operation, or (4) a non-designated derivative instrument. We currently engage in derivatives that are cash flow hedges of forecasted transactions as well as non-designated derivative instruments. Changes in the fair value of non-designated derivative contracts are reported in current earnings. During 2015, 2014 and 2013, we designated certain foreign currency contracts as cash flow hedges of forecasted sales and purchases. The effective portion of the fair value gains or losses on these cash flow hedges are recorded in other comprehensive loss and are subsequently reclassified into cost of goods sold during the period the sales and purchases are recognized. These amounts offset the effect of the changes in foreign currency rates on the related sale and purchase transactions. The amount of the net loss recorded in other comprehensive loss that was reclassified to cost of goods sold during the years ended December 31, 2015, 2014 and 2013 was approximately \$2.4 million, \$1.5 million and \$0.5 million, respectively, on an after-tax basis. The amount of the unrealized loss recorded to other comprehensive loss related to the outstanding cash flow hedges as of December 31, 2015, 2014 and 2013 was less than \$0.1 million, and approximately \$0.1 million and \$0.2 million, respectively, on an after-tax basis. As of December 31, 2015, there were no outstanding foreign currency cash flow hedge contracts.

Assuming a 10% change relative to the currency of the hedge contracts, the fair value of the foreign currency instruments could be negatively impacted by approximately \$5.4 million as of December 31, 2015. Due to the fact that these instruments are primarily entered into for hedging purposes, the gains or losses on the contracts would largely be offset by losses and gains on the underlying firm commitment or forecasted transaction.

## **Interest Rate Risk**

Our interest expense is, in part, sensitive to the general level of interest rates. We manage our exposure to interest rate risk through our mix of floating rate and fixed rate debt. From time to time, we enter into interest rate swap agreements to manage our exposure to interest rate fluctuations.

During 2015, we entered into an interest rate swap instrument with a notional amount of €312.0 million (or approximately \$338.9 million at December 31, 2015) and an expiration date of June 26, 2020. The swap was designated and accounted for as a cash flow hedge. This interest rate swap agreement was undertaken to fix the interest rate on our floating rate term loan facility. Under the swap agreement, we pay a fixed interest rate of 0.33% plus the applicable margin, and the counterparty to the agreement pays a floating interest rate based on the three-month EURIBOR. Changes in the fair value of the interest rate swap are recorded in other comprehensive loss. These amounts are subsequently reclassified into "Interest expense, net" as a rate adjustment in the same period in which the related interest expense on our floating rate term loan facility affects earnings. For the year ended December 31, 2015, the effective portion of the unrealized change in fair value, net of tax, was a loss of approximately \$2.0 million, which was recorded in other comprehensive loss. The amount of the net loss recorded in other comprehensive loss that was reclassified into "Interest expense, net" during the year ended December 31, 2015 was approximately \$0.3 million, on an after-tax basis.

During 2015, we entered into an interest rate swap with a notional amount of \$300.0 million and an expiration date of December 1, 2021 designated as a fair value hedge of our 5<sup>7</sup>/<sub>8</sub>% senior notes (Refer to Note 7 of our Consolidated Financial Statements). Under this interest rate swap, we pay a floating interest rate based on the three-month LIBOR plus a spread of 4.14% (or a weighted average interest rate of 4.53% from the date of inception of the interest rate swap to December 31, 2015) and the counterparty to the agreement pays a fixed interest rate of 5<sup>7</sup>/<sub>8</sub>%. The gains and losses related to changes in the fair value of the interest rate swap are recorded to "Interest expense, net" and offset changes in the fair value of the underlying hedged 5<sup>7</sup>/<sub>8</sub>% senior notes. For the year ended December 31, 2015, we recorded unrealized gains on the hedged debt of approximately \$2.6 million in "Interest expense, net" in our Consolidated Statements of Operations. The unrealized losses of approximately \$2.6 million on the related interest rate swap instrument offset such unrealized gains, and were also recorded in "Interest expense, net" in our Consolidated Statements of Operations.

Based on our floating rate debt, our outstanding interest rate swap contract which contains a floating rate, and our accounts receivable sales facilities outstanding at December 31, 2015, a 10% increase in interest rates, would have increased, collectively, "Interest expense, net" and "Other expense, net" for the year ended December 31, 2015 by approximately \$3.7 million.

We had no interest rate swap contracts outstanding during the years ended December 31, 2014 and 2013.

## **Net Investment Hedge**

We use non-derivative and, from time to time, derivative instruments to hedge a portion of our net investment in foreign operations against adverse movements in exchange rates.

During 2015, we designated our €312.0 million (or approximately \$338.9 million at December 31, 2015) term loan facility with a maturity date of June 26, 2020 as a hedge of our net investment in foreign operations to offset foreign currency translation gains or losses on the net investment. Refer to Note 11 of our Consolidated Financial Statements for further discussion.

## **Recent Accounting Pronouncements**

See Note 1 of our Consolidated Financial Statements for more information regarding recent accounting pronouncements and their impact to our consolidated results of operations and financial position.

## **Critical Accounting Estimates**

We prepare our Consolidated Financial Statements in conformity with U.S. generally accepted accounting principles. In the preparation of these financial statements, we make judgments, estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The significant accounting policies followed in the preparation of the financial statements are detailed in Note 1 of our Consolidated Financial Statements. We believe that our application of the policies discussed below involves significant levels of judgment, estimates and complexity.

Due to the level of judgment, complexity and period of time over which many of these items are resolved, actual results could differ from those estimated at the time of preparation of the financial statements. Adjustments to these estimates would impact our financial position and future results of operations.

### ***Discount and Sales Incentive Allowances***

We provide various volume bonus and sales incentive programs with respect to our products. These sales incentive programs include reductions in invoice prices, reductions in retail financing rates, dealer commissions and dealer incentive allowances. In most cases, incentive programs are established and communicated to our dealers on a quarterly basis. The incentives are paid either at the time of invoice (through a reduction of invoice price), at the time of the settlement of the receivable, at the time of retail financing, at the time of warranty registration, or at a subsequent time based on dealer purchases. The incentive programs are product line specific and generally do not vary by dealer. The cost of sales incentives associated with dealer commissions and dealer incentive allowances is estimated based upon the terms of the programs and historical experience, is based on a percentage of the sales price, and is recorded at the later of (a) the date at which the related revenue is recognized, or (b) the date at which the sales incentive is offered. The related provisions and accruals are made on a product or product-line basis and are monitored for adequacy and revised at least quarterly in the event of subsequent modifications to the programs. Volume discounts are estimated and recognized based on historical experience, and related reserves are monitored and adjusted based on actual dealer purchases and the dealers' progress towards achieving specified cumulative target levels. We record the cost of interest subsidy payments, which is a reduction in the retail financing rates, at the later of (a) the date at which the related revenue is recognized, or (b) the date at which the sales incentive is offered. Estimates of these incentives are based on the terms of the programs and historical experience. All incentive programs are recorded and presented as a reduction of revenue, due to the fact that we do not receive an identifiable benefit in exchange for the consideration provided. Reserves for incentive programs that will be paid either through the reduction of future invoices or through credit memos are recorded as "accounts receivable allowances" within our Consolidated Balance Sheets. Reserves for incentive programs that will be paid in cash, as is the case with most of our volume discount programs, as well as sales incentives associated with accounts receivable sold to our U.S. and Canadian finance joint ventures, are recorded within "Accrued expenses" within our Consolidated Balance Sheets.

At December 31, 2015, we had recorded an allowance for discounts and sales incentives of approximately \$254.0 million, primarily related to allowances in our North America geographical segment that will be paid either through a reduction of future invoices, through credit memos to our dealers or through reductions in retail financing rates. If we were to allow an additional 1% of sales incentives and discounts at the time of retail sale for those sales subject to such discount programs in North America, our reserve would increase by approximately \$8.0 million as of December 31, 2015. Conversely, if we were to decrease our sales incentives and discounts by 1% at the time of retail sale, our reserve would decrease by approximately \$8.0 million as of December 31, 2015.

### ***Deferred Income Taxes and Uncertain Income Tax Positions***

We recorded an income tax provision of \$72.5 million in 2015 compared to \$187.7 million in 2014. Our tax provision and effective tax rate is impacted by the differing tax rates of the various tax jurisdictions in which we operate, permanent differences for items treated differently for financial accounting and income tax purposes, and for losses in jurisdictions where no income tax benefit is recorded.

A valuation allowance is established when it is more likely than not that some portion or all of a company's deferred tax assets will not be realized. We assessed the likelihood that our deferred tax assets would be recovered from estimated future taxable income and available income tax planning strategies. At December 31, 2015 and 2014, we had gross deferred tax assets of \$390.0 million and \$430.0 million, respectively, including \$74.0 million and \$75.7 million, respectively, related to net operating loss carryforwards. At December 31, 2015 and 2014, we had total valuation allowances as an offset to the gross deferred tax assets of \$75.8 million and \$93.3 million, respectively, primarily related to net operating loss carryforwards in Brazil, China, Russia and the Netherlands. Realization of the remaining deferred tax assets as of December 31, 2015 will

depend on generating sufficient taxable income in future periods, net of reversing deferred tax liabilities. We believe it is more likely than not that the remaining net deferred tax assets will be realized.

As of December 31, 2015 and 2014, we had approximately \$133.0 million and \$130.6 million, respectively, of unrecognized tax benefits, all of which would impact our effective tax rate if recognized. As of December 31, 2015 and 2014, we had approximately \$61.2 million and \$64.7 million, respectively, of current accrued taxes related to uncertain income tax positions connected with ongoing tax audits in various jurisdictions that we expect to settle or pay in the next 12 months. We recognize interest and penalties related to uncertain income tax positions in income tax expense. As of December 31, 2015 and 2014, we had accrued interest and penalties related to unrecognized tax benefits of approximately \$18.3 million and \$15.3 million, respectively. See Note 6 of our Consolidated Financial Statements for further discussion of our uncertain income tax positions.

#### ***Warranty and Additional Service Actions***

Warranty coverage on our products generally covers parts, labor and other expenses. At the time of sale, we make provisions for estimated expenses related to product warranties and base these estimates on historical experience of the nature, frequency and average cost of warranty claims. Separately, we also establish reserves for known material defects, based on formal campaigns to repair such defects, when the costs are deemed to be probable and can be reasonably estimated. Due to the uncertainty and potential volatility of these estimated factors, changes in our assumptions could materially affect net income.

Our estimate of warranty obligations is re-evaluated on a quarterly basis. Experience has shown that initial data for any product series line can be volatile; therefore, our process relies upon long-term historical averages until sufficient data is available. As actual experience becomes available, it is used to modify the historical averages to ensure that the forecast is within the range of likely outcomes. Resulting balances are then compared with present spending rates to ensure that the accruals are adequate to meet expected future obligations.

See Note 1 of our Consolidated Financial Statements for more information regarding costs and assumptions for warranties.

#### ***Insurance Reserves***

Under our insurance programs, coverage is obtained for significant liability limits as well as those risks required by law or contract. It is our policy to self-insure a portion of certain expected losses primarily related to workers' compensation and comprehensive general liability, product liability and vehicle liability. We provide insurance reserves for our estimates of losses due to claims for those items for which we are self-insured. We base these estimates on the expected ultimate settlement amount of claims, which often have long periods of resolution. We closely monitor the claims to maintain adequate reserves.

#### ***Pensions***

We sponsor defined benefit pension plans covering certain employees, principally in the United States, the United Kingdom, Germany, Finland, Norway, France, Switzerland and Argentina. Our primary plans cover certain employees in the United States and the United Kingdom.

In the United States, we sponsor a funded, qualified defined benefit pension plan for our salaried employees, as well as a separate funded qualified defined benefit pension plan for our hourly employees. Both plans are closed to new entrants and frozen, and we fund at least the minimum contributions required under the Employee Retirement Income Security Act of 1974 and the Internal Revenue Code to both plans. In addition, we maintain an unfunded, nonqualified defined benefit pension plan for certain U.S.-based senior executives, which is our Executive Nonqualified Pension Plan ("ENPP"). The ENPP is also closed to new entrants.

In the United Kingdom, we sponsor a funded defined benefit pension plan that provides an annuity benefit based on participants' final average earnings and service. Participation in this plan is limited to certain older, longer service employees and existing retirees. This plan is closed to new participants.

See Note 8 of our Consolidated Financial Statements for more information regarding costs and assumptions for employee retirement benefits.

*Nature of Estimates Required.* The measurement date for all of our benefit plans is December 31. The measurement of our pension obligations, costs and liabilities is dependent on a variety of assumptions provided by management and used by our actuaries. These assumptions include estimates of the present value of projected future pension payments to all plan participants, taking into consideration the likelihood of potential future events such as salary increases and demographic experience. These assumptions may have an effect on the amount and timing of future contributions.

*Assumptions and Approach Used.* The assumptions used in developing the required estimates include the following key factors:

- Discount rates
- Salary growth
- Retirement rates
- Inflation
- Expected return on plan assets
- Mortality rates

For the years ended December 31, 2015, 2014 and 2013, we used a globally consistent methodology to set the discount rate in the countries where our largest benefit obligations exist. In the United States, the United Kingdom and the Euro Zone, we constructed a hypothetical bond portfolio of high-quality corporate bonds and then applied the cash flows of our benefit plans to those bond yields to derive a discount rate. The bond portfolio and plan-specific cash flows vary by country, but the methodology in which the portfolio is constructed is consistent. In the United States, the bond portfolio is large enough to result in taking a “settlement approach” to derive the discount rate, in which high-quality corporate bonds are assumed to be purchased and the resulting coupon payments and maturities are used to satisfy our U.S. pension plans’ projected benefit payments. In the United Kingdom and the Euro Zone, the discount rate is derived using a “yield curve approach,” in which an individual spot rate, or zero coupon bond yield, for each future annual period is developed to discount each future benefit payment and, thereby, determine the present value of all future payments. Under the settlement and yield curve approaches, the discount rate is set to equal the single discount rate that produces the same present value of all future payments. Effective January 1, 2016, we adopted a spot yield curve to determine the discount rate in the United Kingdom to measure the plan’s service cost and interest cost for the year ended December 31, 2016. Previously, we had utilized a single weighted-average discount rate derived from the “yield curve approach” to measure the plan’s benefit obligation, service cost and interest cost. Going forward, we have elected to utilize an approach that discounts the individual expected service cost and interest cost cash flows using the applicable spot rates derived from the yield curve over the projected cash flow period.

The other key assumptions and methods were set as follows:

- Our inflation assumption is based on an evaluation of external market indicators.
- The salary growth assumptions reflect our long-term actual experience, the near-term outlook and assumed inflation.
- The expected return on plan asset assumptions reflects asset allocations, investment strategy, historical experience and the views of investment managers, and reflects a projection of the expected arithmetic returns over ten years.
- Retirement and termination rates primarily are based on actual plan experience and actuarial standards of practice.
- The mortality rates for the U.K. defined benefit pension plan was updated in 2015 to reflect expected improvements in the life expectancy of the plan participants. The mortality table for the U.S. defined benefit pension plans were updated in 2015 to reflect the Society of Actuaries’ most recent findings on the topic of mortality.
- The fair value of assets used to determine the expected return on assets does not reflect any delayed recognition of asset gains and losses.

The effects of actual results differing from our assumptions are accumulated and amortized over future periods and, therefore, generally affect our recognized expense in such periods.

Our U.S. and U.K. defined benefit pension plans, including our ENPP, comprised approximately 88% of our consolidated projected benefit obligation as of December 31, 2015. If the discount rate used to determine the 2015 projected benefit obligation for our U.S. qualified defined benefit pension plans and our ENPP was decreased by 25 basis points, our projected benefit obligation would have increased by approximately \$3.4 million at December 31, 2015, and our 2016 pension expense would increase by approximately \$0.3 million. If the discount rate used to determine the 2015 projected benefit obligation for our U.S. qualified defined benefit pension plans and our ENPP was increased by 25 basis points, our projected benefit obligation would have decreased by approximately \$3.2 million at December 31, 2015, and our 2016 pension expense would decrease by approximately \$0.3 million. If the discount rate used to determine the projected benefit obligation for our U.K. defined benefit pension plan was decreased by 25 basis points, our projected benefit obligation would have increased by approximately \$23.9 million at December 31, 2015, and our 2016 pension expense would increase by approximately \$0.3 million. If the discount rate used to determine the projected benefit obligation for our U.K. defined benefit pension plan was increased by 25 basis points, our projected benefit obligation would have decreased by approximately \$23.0 million at

December 31, 2015, and our 2016 pension expense would decrease by approximately \$0.4 million. In addition, if the expected long-term rate of return on plan assets related to our U.K. defined benefit pension plan was increased or decreased by 25 basis points, our 2016 pension expense would decrease or increase by approximately \$1.4 million each, respectively. The impact to our U.S. defined benefit pension plans for a 25-basis-point change in our expected long-term rate of return would have had an insignificant impact to our 2016 pension expense.

Unrecognized actuarial net losses related to our defined benefit pension plans and ENPP were \$319.0 million as of December 31, 2015 compared to \$329.7 million as of December 31, 2014. The decrease in unrecognized losses between years primarily resulted from an increase in year-end discount rates during 2015 as compared to 2014. The unrecognized actuarial losses will be impacted in future periods by actual asset returns, discount rate changes, currency exchange rate fluctuations, actual demographic experience and certain other factors. For some of our defined benefit pension plans, these losses, to the extent they exceed 10% of the greater of the plan's liabilities or the fair value of assets ("the gain/loss corridor"), will be amortized on a straight-line basis over the average remaining service period of active employees expected to receive benefits. For our U.S. salaried, U.S. hourly and U.K. defined benefit pension plans, the population covered is predominantly inactive participants, and losses related to those plans, to the extent they exceed the gain/loss corridor, will be amortized over the average remaining lives of those participants while covered by the respective plan. As of December 31, 2015, the average amortization period was 18 years for our U.S. defined benefit pension plans and 21 years for our non-U.S. defined benefit pension plans. For our ENPP, the population is predominantly active participants, and losses related to the plan will be amortized over the average future working lifetime of the active participants. As of December 31, 2015, the average amortization period was ten years for our ENPP. The estimated net actuarial loss for our defined benefit pension plans and ENPP expected to be amortized from our accumulated other comprehensive loss during the year ended December 31, 2016 is approximately \$10.7 million compared to approximately \$8.0 million during the year ended December 31, 2015.

As of December 31, 2015, our unfunded or underfunded obligations related to our defined benefit pension plans and ENPP were approximately \$213.7 million, primarily related to our defined benefit pension plans in the United Kingdom and the United States. In 2015, we contributed approximately \$34.0 million towards those obligations, and we expect to fund approximately \$32.6 million in 2016. Future funding is dependent upon compliance with local laws and regulations and changes to those laws and regulations in the future, as well as the generation of operating cash flows in the future. We currently have an agreement in place with the trustees of the U.K. defined benefit plan that obligates us to fund approximately £14.9 million per year (or approximately \$22.0 million) towards that obligation for the next five years. The funding arrangement is based upon the current underfunded status and could change in the future as discount rates, local laws and regulations, and other factors change.

See Note 8 of our Consolidated Financial Statements for more information regarding the investment strategy and concentration of risk.

#### ***Other Postretirement Benefits (Retiree Health Care and Life Insurance)***

We provide certain postretirement health care and life insurance benefits for certain employees, principally in the United States and Brazil. Participation in these plans generally has been limited to older employees and existing retirees. See Note 8 of our Consolidated Financial Statements for more information regarding costs and assumptions for other postretirement benefits.

*Nature of Estimates Required.* The measurement of our obligations, costs and liabilities associated with other postretirement benefits, such as retiree health care and life insurance, requires that we make use of estimates of the present value of the projected future payments to all participants, taking into consideration the likelihood of potential future events such as health care cost increases and demographic experience, which may have an effect on the amount and timing of future payments.

*Assumptions and Approach Used.* The assumptions used in developing the required estimates include the following key factors:

- Health care cost trends
- Discount rates
- Retirement rates
- Inflation
- Medical coverage elections
- Mortality rates

Our health care cost trend assumptions are developed based on historical cost data, the near-term outlook, efficiencies, and other cost-mitigating actions, including further employee cost sharing, administrative improvements and other efficiencies,

as well as an assessment of likely long-term trends. For the years ended December 31, 2015, 2014 and 2013, we used a globally consistent methodology as previously discussed to set the discount rate in the countries where our largest benefit obligations exist. In the United States, we constructed a hypothetical bond portfolio of high-quality corporate bonds and then applied the cash flows of our benefit plans to those bond yields to derive a discount rate. In the United States, the bond portfolio is large enough to result in taking a “settlement approach” to derive the discount rate, in which high-quality corporate bonds are assumed to be purchased and the resulting coupon payments and maturities are used to satisfy our largest U.S. pension plan’s projected benefit payments. After the bond portfolio is selected, a single discount rate is determined such that the market value of the bonds purchased equals the discounted value of the plan’s benefit payments. For our Brazilian plan, we based the discount rate on government bond indices within that country. The indices used were chosen to match our expected plan obligations and related expected cash flows. Our inflation assumptions are based on an evaluation of external market indicators. Retirement and termination rates are based primarily on actual plan experience and actuarial standards of practice. The mortality rates for the U.S. plans were updated during 2015 to reflect the Society of Actuaries’ most recent findings on the topic of mortality. The effects of actual results differing from our assumptions are accumulated and amortized over future periods and, therefore, generally affect our recognized expense in such future periods.

Our U.S. postretirement health care and life insurance plans represent approximately 94% of our consolidated projected benefit obligation. If the discount rate used to determine the 2015 projected benefit obligation for our U.S. postretirement benefit plans was decreased by 25 basis points, our projected benefit obligation would have increased by approximately \$0.7 million at December 31, 2015, and our 2016 postretirement benefit expense would increase by a nominal amount. If the discount rate used to determine the 2015 projected benefit obligation for our U.S. postretirement benefit plans was increased by 25 basis points, our projected benefit obligation would have decreased by approximately \$0.6 million, and our 2016 pension expense would decrease by a nominal amount.

Unrecognized actuarial losses related to our U.S. and Brazilian postretirement benefit plans were \$1.4 million as of December 31, 2015 compared to \$3.3 million as of December 31, 2014, of which \$4.0 million and \$6.4 million, respectively, related to our U.S. postretirement benefit plans. The unrecognized actuarial losses will be impacted in future periods by discount rate changes, actual demographic experience, actual health care inflation and certain other factors. These losses, to the extent they exceed the gain/loss corridor, will be amortized on a straight-line basis over the average remaining service period of active employees expected to receive benefits, or the average remaining lives of inactive participants, covered under the postretirement benefit plans. As of December 31, 2015, the average amortization period was 14 years for our U.S. postretirement benefit plans. The estimated net actuarial loss for postretirement health care benefits expected to be amortized from our accumulated other comprehensive loss during the year ended December 31, 2016 is less than \$0.1 million, compared to approximately \$0.1 million during the year ended December 31, 2015.

As of December 31, 2015, we had approximately \$27.3 million in unfunded obligations related to our U.S. and Brazilian postretirement health and life insurance benefit plans. In 2015, we made benefit payments of approximately \$1.2 million towards these obligations, and we expect to make benefit payments of approximately \$1.5 million towards these obligations in 2016.

For measuring the expected U.S. postretirement benefit obligation at December 31, 2015, we assumed a 7.25% health care cost trend rate for 2016 decreasing to 5.0% by 2025. For measuring the expected U.S. postretirement benefit obligation at December 31, 2014, we assumed a 7.0% health care cost trend rate for 2015 decreasing to 5.0% by 2019. For measuring the Brazilian postretirement benefit plan obligation at December 31, 2015, we assumed a 12.6% health care cost trend rate for 2016, decreasing to 6.75% by 2026. For measuring the Brazilian postretirement benefit plan obligation at December 31, 2014, we assumed a 12.25% health care cost trend rate for 2015, decreasing to 6.45% by 2025. Changing the assumed health care cost trend rates by one percentage point each year and holding all other assumptions constant would have had the following effect to service and interest cost for 2015 and the accumulated postretirement benefit obligation at December 31, 2015 (in millions):

	<b>One Percentage Point Increase</b>	<b>One Percentage Point Decrease</b>
Effect on service and interest cost	\$ 0.2	\$ (0.2)
Effect on accumulated benefit obligation	\$ 3.2	\$ (2.7)

## ***Litigation***

We are party to various claims and lawsuits arising in the normal course of business. We closely monitor these claims and lawsuits and frequently consult with our legal counsel to determine whether they may, when resolved, have a material adverse effect on our financial position or results of operations and accrue and/or disclose loss contingencies as appropriate.

## ***Goodwill, Other Intangible Assets and Long-Lived Assets***

We test goodwill for impairment, at the reporting unit level, annually and when events or circumstances indicate that fair value of a reporting unit may be below its carrying value. A reporting unit is an operating segment or one level below an operating segment, for example, a component. We combine and aggregate two or more components of an operating segment as a single reporting unit if the components have similar economic characteristics. Our reportable segments are not our reporting units.

Goodwill is evaluated annually as of October 1 for impairment using a qualitative assessment or a quantitative two-step assessment. If we elect to perform a qualitative assessment and determine the fair value of our reporting units more likely than not exceeds their carrying value, no further evaluation is necessary. For reporting units where we perform a two-step quantitative assessment, the first step requires us to compare the fair value of each reporting unit to its respective carrying value, including goodwill. If the fair value of the reporting unit exceeds its carrying value, the goodwill is not considered impaired. If the carrying value is higher than the fair value of the reporting unit, the second step of the quantitative assessment is required to measure the amount of impairment, if any. The second step of the quantitative assessment results in a calculation of the implied fair value of the reporting unit's goodwill, which is determined as the excess of the fair value of a reporting unit over the fair values assigned to its assets and liabilities. If the implied fair value of goodwill is less than the carrying value of the reporting unit's goodwill, the difference is recognized as an impairment loss.

We utilize a combination of valuation techniques, including a discounted cash flow approach and a market multiple approach, when making quantitative goodwill assessments.

We review our long-lived assets, which include intangible assets subject to amortization, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The evaluation for recoverability is performed at a level where independent cash flows may be attributed to either an asset or asset group. If we determine that the carrying amount of an asset or asset group is not recoverable based on the expected undiscounted future cash flows of the asset or asset group, an impairment loss is recorded equal to the excess of the carrying amounts over the estimated fair value of the long-lived assets. Estimates of future cash flows are based on many factors, including current operating results, expected market trends and competitive influences. We also evaluate the amortization periods assigned to our intangible assets to determine whether events or changes in circumstances warrant revised estimates of useful lives. Assets to be disposed of by sale are reported at the lower of the carrying amount or fair value, less estimated costs to sell.

We make various assumptions, including assumptions regarding future cash flows, market multiples, growth rates and discount rates, in our assessments of the impairment of goodwill, other indefinite-lived intangible assets and long-lived assets. The assumptions about future cash flows and growth rates are based on the current and long-term business plans of the reporting unit or related to the long-lived assets. Discount rate assumptions are based on an assessment of the risk inherent in the future cash flows of the reporting unit or long-lived assets. These assumptions require significant judgments on our part, and the conclusions that we reach could vary significantly based upon these judgments.

The results of our goodwill and long-lived assets impairment analyses conducted as of October 1, 2015, 2014 and 2013 indicated that no reduction in the carrying amount of goodwill and long-lived assets was required.

Our goodwill impairment analysis conducted as of October 1, 2015 indicated a decrease in the percentage of the fair value in excess of the carrying value related to our GSI EAME and GSI Asia/Pacific reporting units compared to our 2014 annual analysis and more recent analyses during 2015. The operations of these GSI reporting units include the manufacturing and distribution of grain storage and protein production equipment. As of October 1, 2015, the percentage of the reporting units' fair values in excess of their carrying values was 8% and 5% for GSI EAME and GSI Asia/Pacific, respectively. The amount of goodwill allocated to each reporting unit as of October 1, 2015 was approximately \$55.2 million and \$56.7 million for GSI EAME and GSI Asia/Pacific, respectively.

Numerous facts and circumstances are considered when evaluating the carrying amount of our goodwill. The fair value of a reporting unit is impacted by the reporting unit's expected financial performance, which is dependent upon the agricultural industry and other factors that could adversely affect the agricultural industry, including but not limited to, declines in the general economy, increases in farm input costs, weather conditions, lower commodity prices and changes in the



availability of credit. The estimated fair value of the individual reporting units is assessed for reasonableness by reviewing a variety of indicators evaluated over a reasonable period of time.

As of December 31, 2015, we had approximately \$1,114.5 million of goodwill. While our annual impairment testing in 2015 supported the carrying amount of this goodwill, we may be required to re-evaluate the carrying amount in future periods, thus utilizing different assumptions that reflect the then current market conditions and expectations, and, therefore, we could conclude that an impairment has occurred.

**Item 7A. *Quantitative and Qualitative Disclosures About Market Risk***

The Quantitative and Qualitative Disclosures about Market Risk information required by this Item set forth under the captions “Management’s Discussion and Analysis of Financial Condition and Results of Operations - Foreign Currency Risk Management” and “Interest Rate Risk” on pages 31 and 32 under Item 7 of this Form 10-K are incorporated herein by reference.

**Item 8. Financial Statements and Supplementary Data**

The following Consolidated Financial Statements of AGCO and its subsidiaries for each of the years in the three-year period ended December 31, 2015 are included in this Item:

	<b>Page</b>
<a href="#">Report of Independent Registered Public Accounting Firm</a>	<a href="#">41</a>
<a href="#">Consolidated Statements of Operations for the years ended December 31, 2015, 2014 and 2013</a>	<a href="#">42</a>
<a href="#">Consolidated Statements of Comprehensive Income (Loss) for the years ended December 31, 2015, 2014 and 2013</a>	<a href="#">43</a>
<a href="#">Consolidated Balance Sheets as of December 31, 2015 and 2014</a>	<a href="#">44</a>
<a href="#">Consolidated Statements of Stockholders' Equity for the years ended December 31, 2015, 2014 and 2013</a>	<a href="#">45</a>
<a href="#">Consolidated Statements of Cash Flows for the years ended December 31, 2015, 2014 and 2013</a>	<a href="#">46</a>
<a href="#">Notes to Consolidated Financial Statements</a>	<a href="#">47</a>

The information under the heading "Quarterly Results" of Item 7 of this Form 10-K is incorporated herein by reference.

## Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders  
AGCO Corporation:

We have audited the accompanying consolidated balance sheets of AGCO Corporation and subsidiaries as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive income (loss), stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2015. In connection with our audits of the consolidated financial statements, we also have audited the financial statement schedule as listed in Item 15(a)(2). These consolidated financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of AGCO Corporation and subsidiaries as of December 31, 2015 and 2014, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2015, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the related financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), AGCO Corporation's internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), and our report dated February 26, 2016 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

/s/ KPMG LLP

Atlanta, Georgia  
February 26, 2016

## AGCO CORPORATION

**CONSOLIDATED STATEMENTS OF OPERATIONS**  
(In millions, except per share data)

	Years Ended December 31,		
	2015	2014	2013
Net sales	\$ 7,467.3	\$ 9,723.7	\$ 10,786.9
Cost of goods sold	5,906.7	7,657.4	8,396.3
Gross profit	1,560.6	2,066.3	2,390.6
Selling, general and administrative expenses	852.3	995.4	1,088.7
Engineering expenses	282.2	337.0	353.4
Restructuring and other infrequent expenses	22.3	46.4	—
Amortization of intangibles	42.7	41.0	47.8
Income from operations	361.1	646.5	900.7
Interest expense, net	45.4	58.4	58.0
Other expense, net	36.3	49.1	40.1
Income before income taxes and equity in net earnings of affiliates	279.4	539.0	802.6
Income tax provision	72.5	187.7	258.5
Income before equity in net earnings of affiliates	206.9	351.3	544.1
Equity in net earnings of affiliates	57.1	52.9	48.2
Net income	264.0	404.2	592.3
Net loss attributable to noncontrolling interests	2.4	6.2	4.9
Net income attributable to AGCO Corporation and subsidiaries	\$ 266.4	\$ 410.4	\$ 597.2
Net income per common share attributable to AGCO Corporation and subsidiaries:			
Basic	\$ 3.06	\$ 4.39	\$ 6.14
Diluted	\$ 3.06	\$ 4.36	\$ 6.01
Cash dividends declared and paid per common share	\$ 0.48	\$ 0.44	\$ 0.40
Weighted average number of common and common equivalent shares outstanding:			
Basic	87.0	93.4	97.3
Diluted	87.1	94.2	99.4

See accompanying notes to Consolidated Financial Statements.

## AGCO CORPORATION

**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
(In millions)

	Years Ended December 31,		
	2015	2014	2013
Net income	\$ 264.0	\$ 404.2	\$ 592.3
Other comprehensive loss, net of reclassification adjustments:			
Defined benefit pension plans, net of taxes:			
Prior service cost arising during year	(4.7)	—	—
Net loss recognized due to settlement	0.2	0.4	—
Net gain recognized due to curtailment	—	(0.4)	—
Net actuarial gain (loss) arising during year	2.1	(54.8)	45.2
Amortization of prior service cost included in net periodic pension cost	0.4	0.6	0.6
Amortization of net actuarial losses included in net periodic pension cost	6.3	7.3	10.7
Derivative adjustments:			
Net changes in fair value of derivatives	(4.6)	(1.4)	(1.4)
Net losses reclassified from accumulated other comprehensive loss into income	2.7	1.5	0.5
Foreign currency translation adjustments	(558.2)	(349.3)	(87.2)
Other comprehensive loss, net of reclassification adjustments	(555.8)	(396.1)	(31.6)
Comprehensive (loss) income	(291.8)	8.1	560.7
Comprehensive loss attributable to noncontrolling interests	4.5	6.5	5.2
Comprehensive (loss) income attributable to AGCO Corporation and subsidiaries	\$ (287.3)	\$ 14.6	\$ 565.9

See accompanying notes to Consolidated Financial Statements.

**AGCO CORPORATION**  
**CONSOLIDATED BALANCE SHEETS**  
(In millions, except share amounts)

	December 31, 2015	December 31, 2014
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 426.7	\$ 363.7
Accounts and notes receivable, net	836.8	963.8
Inventories, net	1,423.4	1,750.7
Other current assets	211.4	232.5
Total current assets	2,898.3	3,310.7
Property, plant and equipment, net	1,347.1	1,530.4
Investment in affiliates	392.9	424.1
Deferred tax assets	100.7	215.9
Other assets	140.1	141.1
Intangible assets, net	507.7	553.8
Goodwill	1,114.5	1,192.8
Total assets	\$ 6,501.3	\$ 7,368.8
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current Liabilities:		
Current portion of long-term debt	\$ 89.0	\$ 94.3
Senior term loan	217.2	—
Accounts payable	625.6	670.2
Accrued expenses	1,106.9	1,244.1
Other current liabilities	146.7	208.3
Total current liabilities	2,185.4	2,216.9
Long-term debt, less current portion	928.8	997.6
Pensions and postretirement health care benefits	233.9	269.0
Deferred tax liabilities	86.4	211.7
Other noncurrent liabilities	183.5	176.7
Total liabilities	3,618.0	3,871.9
Commitments and contingencies (Note 12)		
Stockholders' Equity:		
AGCO Corporation stockholders' equity:		
Preferred stock; \$0.01 par value, 1,000,000 shares authorized, no shares issued or outstanding in 2015 and 2014	—	—
Common stock; \$0.01 par value, 150,000,000 shares authorized, 83,814,809 and 89,146,093 shares issued and outstanding at December 31, 2015 and 2014, respectively	0.8	0.9
Additional paid-in capital	301.7	582.5
Retained earnings	3,996.0	3,771.6
Accumulated other comprehensive loss	(1,460.2)	(906.5)
Total AGCO Corporation stockholders' equity	2,838.3	3,448.5
Noncontrolling interests	45.0	48.4
Total stockholders' equity	2,883.3	3,496.9
Total liabilities and stockholders' equity	\$ 6,501.3	\$ 7,368.8

See accompanying notes to Consolidated Financial Statements.



Prior service cost arising during year	—	—	—	—	(4.7)	—	—	(4.7)	—	(4.7)	
Net loss recognized due to settlement	—	—	—	—	0.2	—	—	0.2	—	0.2	
Net actuarial gain arising during year	—	—	—	—	2.1	—	—	2.1	—	2.1	
Amortization of prior service cost included in net periodic pension cost	—	—	—	—	0.4	—	—	0.4	—	0.4	
Amortization of net actuarial losses included in net periodic pension cost	—	—	—	—	6.3	—	—	6.3	—	6.3	
Deferred gains and losses on derivatives, net	—	—	—	—	—	—	(1.9)	(1.9)	—	(1.9)	
Change in cumulative translation adjustment	—	—	—	—	—	(556.1)	—	(556.1)	(2.1)	(558.2)	
Balance, December 31, 2015	<u>83,814,809</u>	<u>\$ 0.8</u>	<u>\$ 301.7</u>	<u>\$ 3,996.0</u>	<u>\$ (249.0)</u>	<u>\$ (1,209.2)</u>	<u>\$ (2.0)</u>	<u>\$ (1,460.2)</u>	<u>\$ 45.0</u>	<u>\$ 2,883.3</u>	<u>\$ —</u>

See accompanying notes to Consolidated Financial Statements.



**AGCO CORPORATION**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(In millions)

	Years Ended December 31,		
	2015	2014	2013
<b>Cash flows from operating activities:</b>			
Net income	\$ 264.0	\$ 404.2	\$ 592.3
<b>Adjustments to reconcile net income to net cash provided by operating activities:</b>			
Depreciation	217.4	239.4	211.6
Deferred debt issuance cost amortization	2.0	2.7	3.5
Amortization of intangibles	42.7	41.0	47.8
Amortization of debt discount	—	—	9.2
Stock compensation expense (credit)	12.2	(10.8)	34.6
Equity in net earnings of affiliates, net of cash received	(19.0)	(25.4)	(19.0)
Deferred income tax (benefit) provision	(26.8)	3.6	21.7
Other	(0.1)	2.5	0.3
<b>Changes in operating assets and liabilities, net of effects from purchase of businesses:</b>			
Accounts and notes receivable, net	3.8	(103.9)	(36.2)
Inventories, net	117.6	111.4	(356.9)
Other current and noncurrent assets	(49.3)	29.1	7.0
Accounts payable	37.3	(219.4)	54.7
Accrued expenses	(34.8)	(71.2)	123.4
Other current and noncurrent liabilities	(42.8)	35.2	103.0
Total adjustments	260.2	34.2	204.7
Net cash provided by operating activities	524.2	438.4	797.0
<b>Cash flows from investing activities:</b>			
Purchases of property, plant and equipment	(211.4)	(301.5)	(391.8)
Proceeds from sale of property, plant and equipment	1.5	2.8	2.6
Purchase of businesses, net of cash acquired	(25.4)	(130.3)	(9.5)
Investments in unconsolidated affiliates	(3.8)	(3.9)	(10.0)
Restricted cash and other	(1.7)	—	—
Net cash used in investing activities	(240.8)	(432.9)	(408.7)
<b>Cash flows from financing activities:</b>			
Proceeds from debt obligations	1,951.9	1,689.4	1,135.9
Repayments of debt obligations	(1,769.5)	(1,588.8)	(1,194.0)
Purchases and retirement of common stock	(287.5)	(499.7)	(1.0)
Repurchase or conversion of convertible senior subordinated notes	—	(201.2)	—
Payment of dividends to stockholders	(42.0)	(40.8)	(38.9)
Payment of minimum tax withholdings on stock compensation	(6.3)	(13.2)	(17.0)
Payment of debt issuance costs	(0.7)	(1.4)	(0.1)
Excess tax benefit related to stock compensation	0.7	—	11.4
Purchase of or distribution to noncontrolling interests	—	(6.1)	(3.1)
Other	—	(0.2)	—
Net cash used in financing activities	(153.4)	(662.0)	(106.8)
Effects of exchange rate changes on cash and cash equivalents	(67.0)	(27.0)	(15.6)
Increase (decrease) in cash and cash equivalents	63.0	(683.5)	265.9
Cash and cash equivalents, beginning of year	363.7	1,047.2	781.3
Cash and cash equivalents, end of year	\$ 426.7	\$ 363.7	\$ 1,047.2

See accompanying notes to Consolidated Financial Statements.

**AGCO CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

## **1. Operations and Summary of Significant Accounting Policies**

### ***Business***

AGCO Corporation and subsidiaries (“AGCO” or the “Company”) is a leading manufacturer and distributor of agricultural equipment and related replacement parts throughout the world. The Company sells a full range of agricultural equipment, including tractors, combines, hay tools, sprayers, forage equipment, tillage, implements, and grain storage and protein production systems. The Company’s products are widely recognized in the agricultural equipment industry and are marketed under a number of well-known brand names including: Challenger<sup>®</sup>, Fendt<sup>®</sup>, GSI<sup>®</sup>, Massey Ferguson<sup>®</sup> and Valtra<sup>®</sup>. The Company distributes most of its products through a combination of approximately 3,000 independent dealers and distributors as well as the Company utilizes associates and licensees to provide a distribution channel for its products. In addition, the Company provides retail financing through its finance joint ventures with Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., or “Rabobank.”

### ***Basis of Presentation and Consolidation***

The Company’s Consolidated Financial Statements represent the consolidation of all wholly-owned companies, majority-owned companies and joint ventures in which the Company has been determined to be the primary beneficiary. The Company consolidates a variable interest entity (“VIE”) if the Company determines it is the primary beneficiary. The primary beneficiary of a VIE is the party that has both the power to direct the activities that most significantly impact the entity’s economic performance and the obligation to absorb losses or the right to receive benefits that potentially could be significant to the VIE. The Company also consolidates all entities that are not considered VIEs if it is determined that the Company has a controlling voting interest to direct the activities that most significantly impact the joint venture or entity. The Company records investments in all other affiliate companies using the equity method of accounting when it has significant influence. Other investments, including those representing an ownership interest of less than 20%, are recorded at cost. All significant intercompany balances and transactions have been eliminated in the Consolidated Financial Statements. Certain prior period amounts have been reclassified to conform to the current period presentation.

### ***Use of Estimates***

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (“GAAP”) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The estimates made by management primarily relate to accounts and notes receivable, inventories, deferred income tax valuation allowances, uncertain tax positions, goodwill and other identifiable intangible assets, and certain accrued liabilities, principally relating to reserves for volume discounts and sales incentives, warranty obligations, product liability and workers’ compensation obligations, and pensions and postretirement benefits.

### ***Revenue Recognition***

Sales of equipment and replacement parts are recorded by the Company when title and risks of ownership have been transferred to an independent dealer, distributor or other customer. In certain countries, sales of certain grain storage and protein production systems in which the Company is responsible for construction or installation and which may be contingent upon customer acceptance, are recorded at the completion of the project. Payment terms vary by market and product, with fixed payment schedules on all sales. The terms of sale generally require that a purchase order or order confirmation accompany all shipments. Title generally passes to the dealer or distributor upon shipment or specified delivery, and the risk of loss upon damage, theft or destruction of the equipment is the responsibility of the dealer, distributor or third-party carrier at the point of the stated shipping or delivery term. In certain foreign countries, the Company retains a form of title to goods delivered to dealers until the dealer makes payment so that the Company can recover the goods in the event of customer default on payment. This occurs as the laws of some foreign countries do not provide for a seller’s retention of a security interest in goods in the same manner as established in the United States Uniform Commercial Code. The only right the Company retains with respect to the title is that enabling recovery of the goods in the event of customer default on payment. The dealer or distributor may not return equipment or replacement parts while its contract with the Company is in force. Replacement parts may be returned only under promotional and annual return programs. Provisions for returns under these programs are made at the time of sale based on the terms of the program and historical returns experience. The Company may provide certain sales incentives

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

to dealers and distributors. Provisions for sales incentives are made at the time of sale for existing incentive programs. These provisions are revised in the event of subsequent modification to the incentive program. See "Accounts and Notes Receivable" for further discussion.

In the United States and Canada, amounts due from sales to dealers are immediately due upon a retail sale of the underlying equipment by the dealer with the exception of sales of grain storage and protein production systems. If not previously paid by the dealer in the United States and Canada, installment payments are required generally beginning after the interest-free period with the remaining outstanding equipment balance generally due within 12 months after shipment or delivery. Some specified programs in the United States and Canada may allow for interest-free periods and due dates of up to 24 months for certain products. Interest generally is charged on the outstanding balance six to 12 months after shipment or delivery. Sales terms of some highly seasonal products provide for payment and due dates based on a specified date during the year regardless of the shipment date. Equipment sold to dealers in the United States and Canada is paid in full on average within 12 months of shipment. Sales of replacement parts generally are payable within 30 days of shipment, with terms for some larger, seasonal stock orders generally requiring payment within six months of shipment. Sales of grain storage and protein production systems generally are payable within 30 days of shipment.

In other international markets, equipment sales generally are payable in full within 30 to 180 days of shipment or delivery. Payment terms for some highly seasonal products have a specified due date during the year regardless of the shipment or delivery date. Sales of replacement parts generally are payable within 30 to 90 days of shipment, with terms for some larger, seasonal stock orders generally payable within six months of shipment.

In certain markets, particularly in North America, there is a time lag, which varies based on the timing and level of retail demand, between the date the Company records a sale and when the dealer sells the equipment to a retail customer.

***Foreign Currency Translation***

The financial statements of the Company's foreign subsidiaries are translated into United States currency in accordance with Accounting Standards Codification ("ASC") 830, "Foreign Currency Matters." Assets and liabilities are translated to United States dollars at period-end exchange rates. Income and expense items are translated at average rates of exchange prevailing during the period. Translation adjustments are included in "Accumulated other comprehensive loss" in stockholders' equity within the Company's Consolidated Balance Sheets. Gains and losses, which result from foreign currency transactions, are included in the accompanying Consolidated Statements of Operations.

***Cash and Cash Equivalents***

Cash at December 31, 2015 and 2014 of \$344.6 million and \$215.3 million, respectively, consisted primarily of cash on hand and bank deposits. The Company considers all investments with an original maturity of three months or less to be cash equivalents. Cash equivalents at December 31, 2015 and 2014 of \$82.1 million and \$148.4 million, respectively, consisted primarily of money market deposits, certificates of deposits and overnight investments.

***Accounts and Notes Receivable***

Accounts and notes receivable arise from the sale of equipment and replacement parts to independent dealers, distributors or other customers. Payments due under the Company's terms of sale generally range from one to 12 months and are not contingent upon the sale of the equipment by the dealer or distributor to a retail customer. Under normal circumstances, payment terms are not extended and equipment may not be returned. In certain regions, with respect to most equipment sales, including the United States and Canada, the Company is obligated to repurchase equipment and replacement parts upon cancellation of a dealer or distributor contract. These obligations are required by national, state or provincial laws and require the Company to repurchase a dealer or distributor's unsold inventory, including inventories for which the receivable already has been paid.

The Company offers various sales terms with respect to its products. For sales in most markets outside of the United States and Canada, the Company generally does not charge interest on outstanding receivables with its dealers and distributors. For sales to certain dealers or distributors in the United States and Canada, interest is charged at or above prime lending rates on outstanding receivable balances after interest-free periods. These interest-free periods vary by product and generally range from one to 12 months as previously discussed. In limited circumstances, the Company provides sales terms, and in some cases, interest-free periods that are longer than 12 months for certain products. These are typically specified programs,

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

predominantly in the United States and Canada, in which interest is charged after a period of up to 24 months depending on the year of the sale and the dealer or distributor's ordering or sales volume during the preceding year. Actual interest-free periods are shorter than described above because the equipment receivable from dealers or distributors in some countries, such as in the United States and Canada, is generally due immediately upon sale of the equipment to a retail customer. Receivables can also be paid prior to terms specified in sales agreements. Under normal circumstances, interest is not forgiven and interest-free periods are not extended.

The following summarizes by geographic region, as a percentage of our consolidated net sales, amounts with maximum interest-free periods as presented below (in millions):

<b>Year Ended December 31, 2015</b>	<b>North America</b>	<b>South America</b>	<b>Europe/Africa/ Middle East</b>	<b>Asia/Pacific</b>	<b>Consolidated</b>	
0 to 6 months	\$ 1,536.5	\$ 949.0	\$ 4,132.2	\$ 402.0	\$ 7,019.7	94.0%
7 to 12 months	380.1	—	19.1	—	399.2	5.3%
13 to 24 months	48.4	—	—	—	48.4	0.7%
	<u>\$ 1,965.0</u>	<u>\$ 949.0</u>	<u>\$ 4,151.3</u>	<u>\$ 402.0</u>	<u>\$ 7,467.3</u>	<u>100.0%</u>

The Company has an agreement to permit transferring, on an ongoing basis a majority all of its wholesale interest-bearing and non-interest bearing accounts receivable in North America and Europe to its U.S., Canadian and European finance joint ventures. During 2015, the Company entered into an agreement to permit transferring, on an ongoing basis, a portion of its accounts receivable in Brazil to its Brazilian finance joint venture. Qualified dealers may obtain additional financing through the Company's U.S., Canadian, European and Brazilian finance joint ventures at the joint ventures' discretion.

The Company provides various volume bonus and sales incentive programs with respect to its products. These sales incentive programs include reductions in invoice prices, reductions in retail financing rates, dealer commissions and dealer incentive allowances. In most cases, incentive programs are established and communicated to the Company's dealers on a quarterly basis. The incentives are paid either at the time of invoice (through a reduction of invoice price), at the time of the settlement of the receivable, at the time of retail financing, at the time of warranty registration, or at a subsequent time based on dealer purchases. The incentive programs are product-line specific and generally do not vary by dealer. The cost of sales incentives associated with dealer commissions and dealer incentive allowances is estimated based upon the terms of the programs and historical experience, is based on a percentage of the sales price and is recorded at the later of (a) the date at which the related revenue is recognized, or (b) the date at which the sales incentive is offered. The related provisions and accruals are made on a product or product-line basis and are monitored for adequacy and revised at least quarterly in the event of subsequent modifications to the programs. Volume discounts are estimated and recognized based on historical experience, and related reserves are monitored and adjusted based on actual dealer purchases and the dealer's progress towards achieving specified cumulative target levels. The Company records the cost of interest subsidy payments, which is a reduction in the retail financing rates, at the later of (a) the date at which the related revenue is recognized, or (b) the date at which the sales incentive is offered. Estimates of these incentives are based on the terms of the programs and historical experience. All incentive programs are recorded and presented as a reduction of revenue, due to the fact that the Company does not receive an identifiable benefit in exchange for the consideration provided. Reserves for incentive programs that will be paid either through the reduction of future invoices or through credit memos are recorded as "accounts receivable allowances" within the Company's Consolidated Balance Sheets. Reserves for incentive programs that will be paid in cash, as is the case with most of the Company's volume discount programs, as well as sales with incentives associated with accounts receivable sold to its U.S. and Canadian finance joint ventures, are recorded within "Accrued expenses" within the Company's Consolidated Balance Sheets.

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

Accounts and notes receivable are shown net of allowances for sales incentive discounts available to dealers and for doubtful accounts. Cash flows related to the collection of receivables are reported within “Cash flows from operating activities” within the Company’s Consolidated Statements of Cash Flows. Accounts and notes receivable allowances at December 31, 2015 and 2014 were as follows (in millions):

	2015	2014
Sales incentive discounts	\$ 24.5	\$ 18.5
Doubtful accounts	29.3	32.1
	<u>\$ 53.8</u>	<u>\$ 50.6</u>

The Company transfers certain accounts receivable under its accounts receivable sales agreements with its finance joint ventures (Note 4). The Company records such transfers as sales of accounts receivable when it is considered to have surrendered control of such receivables under the provisions of Accounting Standards Update (“ASU”) 2009-16, “Transfers and Servicing (Topic 860): Accounting for Transfers of Financial Assets.” Cash payments are made to the Company’s U.S. and Canadian finance joint ventures for sales incentive discounts provided to dealers related to outstanding accounts receivables sold. The balances of such sales discount reserves that are recorded within “Accrued expenses” as of December 31, 2015 and 2014 were approximately \$229.5 million and \$236.5 million, respectively.

**Inventories**

Inventories are valued at the lower of cost or market using the first-in, first-out method. Market is current replacement cost (by purchase or by reproduction, dependent on the type of inventory). In cases where market exceeds net realizable value (i.e., estimated selling price less reasonably predictable costs of completion and disposal), inventories are stated at net realizable value. Market is not considered to be less than net realizable value reduced by an allowance for an approximately normal profit margin. At December 31, 2015 and 2014, the Company had recorded \$134.6 million and \$126.5 million, respectively, as an adjustment for surplus and obsolete inventories. These adjustments are reflected within “Inventories, net” within the Company’s Consolidated Balance Sheets.

Inventories, net at December 31, 2015 and 2014 were as follows (in millions):

	2015	2014
Finished goods	\$ 523.1	\$ 616.6
Repair and replacement parts	515.4	536.4
Work in process	97.5	130.5
Raw materials	287.4	467.2
Inventories, net	<u>\$ 1,423.4</u>	<u>\$ 1,750.7</u>

Cash flows related to the sale of inventories are reported within “Cash flows from operating activities” within the Company’s Consolidated Statements of Cash Flows.

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

**Property, Plant and Equipment**

Property, plant and equipment are recorded at cost, less accumulated depreciation and amortization. Depreciation is provided on a straight-line basis over the estimated useful lives of ten to 40 years for buildings and improvements, three to 15 years for machinery and equipment and three to ten years for furniture and fixtures. Expenditures for maintenance and repairs are charged to expense as incurred.

Property, plant and equipment, net at December 31, 2015 and 2014 consisted of the following (in millions):

	2015	2014
Land	\$ 105.7	\$ 113.6
Buildings and improvements	637.4	688.4
Machinery and equipment	1,966.8	2,039.9
Furniture and fixtures	120.0	127.6
Gross property, plant and equipment	2,829.9	2,969.5
Accumulated depreciation and amortization	(1,482.8)	(1,439.1)
Property, plant and equipment, net	<u>\$ 1,347.1</u>	<u>\$ 1,530.4</u>

**Goodwill, Other Intangible Assets and Long-Lived Assets**

The Company tests goodwill for impairment, at the reporting unit level, annually and when events or circumstances indicate that fair value of a reporting unit may be below its carrying value. A reporting unit is an operating segment or one level below an operating segment, for example, a component. The Company combines and aggregates two or more components of an operating segment as a single reporting unit if the components have similar economic characteristics. The Company's reportable segments are not its reporting units.

Goodwill is evaluated annually as of October 1 for impairment using a qualitative assessment or a quantitative two-step assessment. If the Company elects to perform a qualitative assessment and determines the fair value of its reporting units more likely than not exceed their carrying value, no further evaluation is necessary. For reporting units where the Company performs a two-step quantitative assessment, the first step requires the Company to compare the fair value of each reporting unit, which is determined based on a combination of a discounted cash flow valuation approach and a market multiple valuation approach, to its respective carrying value, including goodwill. If the fair value of the reporting unit exceeds its carrying value, the goodwill is not considered impaired. If the carrying value is higher than the fair value of the reporting unit, the second step of the quantitative process is required to measure the amount of impairment, if any. The second step of the quantitative assessment results in a calculation of the implied fair value of the reporting unit's goodwill, which is determined as the excess of the fair value of a reporting unit over the fair values assigned to its assets and liabilities. If the implied fair value of goodwill is less than the carrying value of the reporting unit's goodwill, the difference is recognized as an impairment loss.

The Company reviews its long-lived assets, which include intangible assets subject to amortization, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The evaluation for recoverability is performed at a level where independent cash flows may be attributed to either an asset or asset group. If the Company determines that the carrying amount of an asset or asset group is not recoverable based on the expected undiscounted future cash flows of the asset or asset group, an impairment loss is recorded equal to the excess of the carrying amounts over the estimated fair value of the long-lived assets. Estimates of future cash flows are based on many factors, including current operating results, expected market trends and competitive influences. The Company also evaluates the amortization periods assigned to its intangible assets to determine whether events or changes in circumstances warrant revised estimates of useful lives. Assets to be disposed of by sale are reported at the lower of the carrying amount or fair value, less estimated costs to sell.

The results of the Company's goodwill and long-lived assets impairment analyses conducted as of October 1, 2015, 2014 and 2013 indicated that no reduction in the carrying amount of the Company's goodwill and long-lived assets was required.

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

The Company's accumulated goodwill impairment is approximately \$180.5 million, which is comprised of approximately \$9.1 million recorded in 2012 related to the Chinese harvesting reporting unit and approximately \$171.4 million recorded in 2006 related to the Company's former sprayer reporting unit. The Chinese harvesting business operates within the Asia/Pacific geographical reportable segment. The former sprayer reporting unit operates within the North American geographical reportable segment.

Changes in the carrying amount of goodwill during the years ended December 31, 2015, 2014 and 2013 are summarized as follows (in millions):

	North America	South America	Europe/Africa/ Middle East	Asia/Pacific	Consolidated
Balance as of December 31, 2012	\$ 416.7	\$ 219.3	\$ 498.3	\$ 58.1	\$ 1,192.4
Acquisition	7.3	—	—	—	7.3
Adjustments related to income taxes	—	—	(8.0)	—	(8.0)
Foreign currency translation	—	(28.6)	16.3	(0.7)	(13.0)
Balance as of December 31, 2013	424.0	190.7	506.6	57.4	1,178.7
Acquisition	89.6	—	—	—	89.6
Foreign currency translation	—	(21.0)	(52.0)	(2.5)	(75.5)
Balance as of December 31, 2014	513.6	169.7	454.6	54.9	1,192.8
Acquisition	5.1	—	9.3	7.8	22.2
Foreign currency translation	—	(55.3)	(38.7)	(6.5)	(100.5)
Balance as of December 31, 2015	<u>\$ 518.7</u>	<u>\$ 114.4</u>	<u>\$ 425.2</u>	<u>\$ 56.2</u>	<u>\$ 1,114.5</u>

During 2013, the Company reduced goodwill for financial reporting purposes by approximately \$8.0 million related to the realization of tax benefits associated with the excess tax basis deductible goodwill resulting from the Company's acquisition of Valtra.

The Company amortizes certain acquired identifiable intangible assets primarily on a straight-line basis over their estimated useful lives, which range from five to 50 years. The acquired intangible assets have a weighted average useful life as follows:

<b>Intangible Asset</b>	<b>Weighted-Average Useful Life</b>
Patents and technology	13 years
Customer relationships	14 years
Trademarks and trade names	20 years
Land use rights	45 years

For the years ended December 31, 2015, 2014 and 2013, acquired intangible asset amortization was \$42.7 million, \$41.0 million and \$47.8 million, respectively. The Company estimates amortization of existing intangible assets will be \$42.1 million for 2016, \$41.9 million for 2017, \$41.9 million for 2018, \$41.9 million for 2019, and \$41.3 million for 2020.

The Company has previously determined that two of its trademarks have an indefinite useful life. The Massey Ferguson trademark has been in existence since 1952 and was formed from the merger of Massey-Harris (established in the 1890's) and Ferguson (established in the 1930's). The Massey Ferguson brand is currently sold in over 140 countries worldwide, making it one of the most widely sold tractor brands in the world. The Company also has identified the Valtra trademark as an indefinite-lived asset. The Valtra trademark has been in existence since the late 1990's, but is a derivative of the Valmet trademark which has been in existence since 1951. The Valmet name transitioned to the Valtra name over a period of time in the marketplace. The Valtra brand is currently sold in approximately 50 countries around the world. Both the Massey Ferguson brand and the Valtra brand are primary product lines of the Company's business, and the Company plans to use these trademarks for an indefinite period of time. The Company plans to continue to make investments in product development to enhance the value of these brands into the future. There are no legal, regulatory, contractual, competitive, economic or other

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

factors that the Company is aware of or that the Company believes would limit the useful lives of the trademarks. The Massey Ferguson and Valtra trademark registrations can be renewed at a nominal cost in the countries in which the Company operates.

Changes in the carrying amount of acquired intangible assets during 2015 and 2014 are summarized as follows (in millions):

	<b>Trademarks and Trade Names</b>	<b>Customer Relationships</b>	<b>Patents and Technology</b>	<b>Land Use Rights</b>	<b>Total</b>
<b>Gross carrying amounts:</b>					
Balance as of December 31, 2013	\$ 118.6	\$ 502.7	\$ 89.1	\$ 14.9	\$ 725.3
Acquisition	7.0	28.0	11.3	—	46.3
Settlement of purchase consideration	—	—	—	(4.8)	(4.8)
Foreign currency translation	(2.1)	(16.9)	(6.4)	(0.4)	(25.8)
Balance as of December 31, 2014	123.5	513.8	94.0	9.7	741.0
Acquisition	1.9	4.1	3.6	—	9.6
Foreign currency translation	(3.2)	(25.6)	(5.1)	(0.6)	(34.5)
Balance as of December 31, 2015	\$ 122.2	\$ 492.3	\$ 92.5	\$ 9.1	\$ 716.1

	<b>Trademarks and Trade Names</b>	<b>Customer Relationships</b>	<b>Patents and Technology</b>	<b>Land Use Rights</b>	<b>Total</b>
<b>Accumulated amortization:</b>					
Balance as of December 31, 2013	\$ 31.0	\$ 160.7	\$ 59.0	\$ 2.7	\$ 253.4
Amortization expense	6.2	31.4	3.2	0.2	41.0
Foreign currency translation	(0.8)	(11.3)	(6.1)	—	(18.2)
Balance as of December 31, 2014	36.4	180.8	56.1	2.9	276.2
Amortization expense	6.6	32.0	3.9	0.2	42.7
Foreign currency translation	(1.1)	(19.0)	(4.9)	(0.2)	(25.2)
Balance as of December 31, 2015	\$ 41.9	\$ 193.8	\$ 55.1	\$ 2.9	\$ 293.7

	<b>Trademarks and Trade Names</b>
<b>Indefinite-lived intangible assets:</b>	
Balance as of December 31, 2013	\$ 93.7
Foreign currency translation	(4.7)
Balance as of December 31, 2014	89.0
Foreign currency translation	(3.7)
Balance as of December 31, 2015	\$ 85.3



## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

**Accrued Expenses**

Accrued expenses at December 31, 2015 and 2014 consisted of the following (in millions):

	2015	2014
Reserve for volume discounts and sales incentives	\$ 443.3	\$ 465.2
Warranty reserves	195.2	245.7
Accrued employee compensation and benefits	213.7	232.8
Accrued taxes	87.3	108.4
Other	167.4	192.0
	<u>\$ 1,106.9</u>	<u>\$ 1,244.1</u>

**Warranty Reserves**

The warranty reserve activity for the years ended December 31, 2015, 2014 and 2013 consisted of the following (in millions):

	2015	2014	2013
Balance at beginning of the year	\$ 284.6	\$ 294.9	\$ 256.9
Acquisitions	0.2	0.5	—
Accruals for warranties issued during the year	152.6	214.1	200.3
Settlements made (in cash or in kind) during the year	(186.2)	(205.5)	(165.7)
Foreign currency translation	(20.9)	(19.4)	3.4
Balance at the end of the year	<u>\$ 230.3</u>	<u>\$ 284.6</u>	<u>\$ 294.9</u>

The Company's agricultural equipment products generally are under warranty against defects in materials and workmanship for a period of one to four years. The Company accrues for future warranty costs at the time of sale based on historical warranty experience. Approximately \$35.1 million and \$38.9 million of warranty reserves are included in "Other noncurrent liabilities" in the Company's Consolidated Balance Sheets as of December 31, 2015 and 2014, respectively.

**Insurance Reserves**

Under the Company's insurance programs, coverage is obtained for significant liability limits as well as those risks required to be insured by law or contract. It is the policy of the Company to self-insure a portion of certain expected losses primarily related to workers' compensation and comprehensive general liability, product and vehicle liability. Provisions for losses expected under these programs are recorded based on the Company's estimates of the aggregate liabilities for the claims incurred.

**Stock Incentive Plans**

Stock compensation expense (credit) was recorded as follows (in millions). Refer to Note 10 for additional information regarding the Company's stock incentive plans during 2015, 2014 and 2013:

	Years Ended December 31,		
	2015	2014	2013
Cost of goods sold	\$ 0.9	\$ (0.9)	\$ 2.3
Selling, general and administrative expenses	11.6	(9.7)	32.6
Total stock compensation expense (credit)	<u>\$ 12.5</u>	<u>\$ (10.6)</u>	<u>\$ 34.9</u>

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

**Research and Development Expenses**

Research and development expenses are expensed as incurred and are included in engineering expenses in the Company's Consolidated Statements of Operations.

**Advertising Costs**

The Company expenses all advertising costs as incurred. Cooperative advertising costs normally are expensed at the time the revenue is earned. Advertising expenses for the years ended December 31, 2015, 2014 and 2013 totaled approximately \$50.9 million, \$59.8 million and \$60.5 million, respectively.

**Shipping and Handling Expenses**

All shipping and handling fees charged to customers are included as a component of net sales. Shipping and handling costs are included as a part of cost of goods sold, with the exception of certain handling costs included in selling, general and administrative expenses in the amount of \$26.6 million, \$29.2 million and \$29.3 million for the years ended December 31, 2015, 2014 and 2013, respectively.

**Interest Expense, Net**

Interest expense, net for the years ended December 31, 2015, 2014 and 2013 consisted of the following (in millions):

	2015	2014	2013
Interest expense	\$ 64.1	\$ 71.9	\$ 78.8
Interest income	(18.7)	(13.5)	(20.8)
	<u>\$ 45.4</u>	<u>\$ 58.4</u>	<u>\$ 58.0</u>

**Income Taxes**

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Refer to Note 6 for additional information regarding the Company's income taxes.

**Net Income Per Common Share**

Basic income per common share is computed by dividing net income by the weighted average number of common shares outstanding during each period. Diluted income per common share assumes the exercise of outstanding stock-settled stock appreciation rights ("SSARs") and the vesting of performance share awards and restricted stock units using the treasury stock method when the effects of such assumptions are dilutive.

**AGCO CORPORATION**
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

During 2014 and 2013, the appreciation of the excess conversion value of the Company's former 1<sup>1</sup>/<sub>4</sub>% contingently convertible senior subordinated notes was included in the diluted net income per common share using the treasury stock method when the impact of such assumption was dilutive. A reconciliation of net income attributable to AGCO Corporation and its subsidiaries and weighted average common shares outstanding for purposes of calculating basic and diluted net income per share during the years ended December 31, 2015, 2014 and 2013 is as follows (in millions, except per share data):

	2015	2014	2013
<b>Basic net income per share:</b>			
Net income attributable to AGCO Corporation and subsidiaries	\$ 266.4	\$ 410.4	\$ 597.2
Weighted average number of common shares outstanding	87.0	93.4	97.3
Basic net income per share attributable to AGCO Corporation and subsidiaries	\$ 3.06	\$ 4.39	\$ 6.14
<b>Diluted net income per share:</b>			
Net income attributable to AGCO Corporation and subsidiaries	\$ 266.4	\$ 410.4	\$ 597.2
Weighted average number of common shares outstanding	87.0	93.4	97.3
Dilutive SSARs, performance share awards and restricted stock units	0.1	0.3	0.8
Weighted average assumed conversion of contingently convertible senior subordinated notes	—	0.5	1.3
Weighted average number of common shares and common share equivalents outstanding for purposes of computing diluted net income per share	87.1	94.2	99.4
Diluted net income per share attributable to AGCO Corporation and subsidiaries	\$ 3.06	\$ 4.36	\$ 6.01

SSARs to purchase 1.2 million shares, 1.0 million shares and 0.8 million shares were outstanding for the years ended December 31, 2015, 2014 and 2013, respectively, but not included in the calculation of weighted average common and common equivalent shares outstanding because they had an antidilutive impact.

**Comprehensive Income (Loss)**

The Company reports comprehensive income (loss), defined as the total of net income (loss) and all other non-owner changes in equity, and the components thereof in its Consolidated Statements of Stockholders' Equity and Consolidated Statements of Comprehensive Income. The components of other comprehensive loss and the related tax effects for the years ended December 31, 2015, 2014 and 2013 are as follows (in millions):

	AGCO Corporation and Subsidiaries			Noncontrolling Interests
	2015			2015
	Before-tax Amount	Income Taxes	After-tax Amount	After-tax Amount
Defined benefit pension plans	\$ 4.9	\$ (0.6)	\$ 4.3	\$ —
Net loss on derivatives	(3.1)	1.2	(1.9)	—
Foreign currency translation adjustments	(556.1)	—	(556.1)	(2.1)
Total components of other comprehensive loss	\$ (554.3)	\$ 0.6	\$ (553.7)	\$ (2.1)
	AGCO Corporation and Subsidiaries			Noncontrolling Interests
	2014			2014
	Before-tax Amount	Income Taxes	After-tax Amount	After-tax Amount
Defined benefit pension plans	\$ (62.1)	\$ 15.2	\$ (46.9)	\$ —
Net gain on derivatives	0.1	—	0.1	—
Foreign currency translation adjustments	(349.0)	—	(349.0)	(0.3)
Total components of other comprehensive loss	\$ (411.0)	\$ 15.2	\$ (395.8)	\$ (0.3)

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

	AGCO Corporation and Subsidiaries			Noncontrolling Interests
	2013			2013
	Before-tax Amount	Income Taxes	After-tax Amount	After-tax Amount
Defined benefit pension plans	\$ 75.8	\$ (19.3)	\$ 56.5	\$ —
Net loss on derivatives	(1.4)	0.5	(0.9)	—
Foreign currency translation adjustments	(86.9)	—	(86.9)	(0.3)
Total components of other comprehensive loss	\$ (12.5)	\$ (18.8)	\$ (31.3)	\$ (0.3)

**Derivatives**

The Company uses foreign currency contracts to hedge the foreign currency exposure of certain receivables and payables. The contracts are for periods consistent with the exposure being hedged and generally have maturities of one year or less. These contracts are classified as non-designated derivative instruments. The Company also enters into foreign currency contracts designated as cash flow hedges of expected sales. The Company's foreign currency contracts mitigate risk due to exchange rate fluctuations because gains and losses on these contracts generally offset losses and gains on the exposure being hedged. The notional amounts of the foreign currency contracts do not represent amounts exchanged by the parties and, therefore, are not a measure of the Company's risk. The amounts exchanged are calculated on the basis of the notional amounts and other terms of the contracts. The credit and market risks under these contracts are not considered to be significant.

The Company's interest expense is, in part, sensitive to the general level of interest rates, and the Company manages its exposure to interest rate risk through the mix of floating rate and fixed rate debt. From time to time, the Company enters into interest rate swap agreements in order to manage the Company's exposure to interest rate fluctuations.

The Company uses non-derivative and, periodically, derivative instruments to hedge a portion of the Company's net investment in foreign operations against adverse movements in exchange rates.

The Company's hedging policy prohibits it from entering into any foreign currency contracts for speculative trading purposes. Refer to Note 11 for additional information regarding the Company's derivative instruments and hedging activities.

**Recent Accounting Pronouncements**

In November 2015, the Financial Accounting Standards Board ("FASB") issued ASU 2015-17, "Balance Sheet Classification of Deferred Taxes" ("ASU 2015-17"). ASU 2015-17 amends existing guidance to require that deferred tax liabilities and assets be classified as noncurrent in a classified statement of financial position. The standard does not amend the existing requirement that deferred tax liabilities and assets of a tax-paying component of an entity be offset and presented as a single amount. ASU 2015-17 is effective for annual periods beginning after December 15, 2016, and interim periods within those annual periods. The standard may be applied either prospectively to all deferred tax liabilities and assets or retrospectively to all periods presented. Early adoption is permitted as of the beginning of an interim or annual reporting period. The Company elected to early adopt this standard and has applied the requirements of ASU 2015-17 retrospectively to all periods presented. In the Consolidated Balance Sheet as of December 31, 2014, the Company reclassified approximately \$217.2 million as a decrease to current deferred tax assets, thereby increasing noncurrent deferred tax assets by approximately \$190.1 million and decreasing noncurrent deferred tax liabilities by approximately \$27.1 million.

In September 2015, the FASB issued ASU 2015-16, "Simplifying the Accounting for Measurement-Period Adjustments" ("ASU 2015-16"). ASU 2015-16 amends existing guidance to require that an acquirer in a business combination recognize adjustments to provisional amounts that are identified during the measurement period in the reporting period in which the adjustment amounts are determined. In addition, an entity is required to present separately on the face of the income statement or disclose in the notes the portion of the amount recorded in earnings by line item that would have been recorded in previous reporting periods if the adjustments to the provisional amounts had been recognized as of the acquisition date. Prior period information is no longer to be revised. The standard is effective prospectively for adjustments to provisional amounts that occur after fiscal years, and interim periods within those fiscal years, beginning after December 15, 2015. Early adoption is permitted. The Company expects that the adoption of ASU 2015-16 on January 1, 2016 will not have a material impact on its results of operations and financial condition.

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

In July 2015, the FASB issued ASU 2015-11, "Simplifying the Measurement of Inventory" ("ASU 2015-11"), which changes the measurement principle for inventory from the "lower of cost or market" to "lower of cost and net realizable value." The new principle is part of the FASB's simplification initiative and applies to entities that measure inventory using a method other than the last-in, first-out ("LIFO") or the retail inventory methods. Entities using the first-in, first-out ("FIFO") or average cost methods of measuring inventory no longer will need to consider replacement cost or net realizable value less an approximate normal profit margin in the subsequent measurement of inventory. Net realizable value is defined as the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation. The standard does not amend or change the determination of the cost of inventory. The standard is effective prospectively for inventory measurements for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2016. Early adoption is permitted. The Company expects that the adoption of ASU 2015-11 on January 1, 2017 will not have a material impact on its results of operations and financial condition.

In April 2015, the FASB issued ASU 2015-03, "Simplifying the Presentation of Debt Issuance Costs" ("ASU 2015-03"). ASU 2015-03 amends existing guidance to require the presentation of debt issuance costs in the balance sheet as a direct deduction from the carrying amount of the related debt liability instead of a deferred charge. Given the absence of authoritative guidance within ASU 2015-03, in August 2015 the FASB issued ASU 2015-15, "Presentation and Subsequent Measurement of Debt Issuance Costs Associated with Line-of-Credit Arrangements" ("ASU 2015-15"), which clarifies that the SEC staff would not object to an entity deferring and presenting debt issuance costs as an asset and subsequently amortizing the deferred debt issuance costs ratably over the term of the line-of-credit arrangement, regardless of whether there are any outstanding borrowings on the line-of-credit arrangement. ASU 2015-03 is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2015. Early adoption is permitted. The Company expects that the adoption of ASU 2015-03 on January 1, 2016 will not have a material impact on its results of operations and financial condition.

In May 2014, the FASB issued ASU 2014-09, "Revenue from Contracts with Customers" ("ASU 2014-09"), which supersedes existing revenue recognition guidance under current U.S. GAAP. ASU 2014-09 outlines a comprehensive, single revenue recognition model that provides a five-step analysis in determining when and how revenue is recognized. The new model will require revenue recognition to depict the transfer of promised goods or services to customers at an amount that reflects the consideration expected to be received in exchange for those goods or services. Additional disclosures also will be required to enable users to understand the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. ASU 2014-09 is effective for reporting periods beginning after December 15, 2016 using either a full retrospective or a modified retrospective approach. Early adoption is not permitted. On July 9, 2015, the FASB delayed the effective date of ASU 2014-09 by one year or to reporting periods beginning after December 15, 2017. Early adoption is permitted, but not any earlier than the original effective date. The Company is currently evaluating the impact of adopting this standard on the Company's results of operations and financial condition.

## 2. Acquisitions

On April 17, 2015, the Company acquired Farmer Automatic GmbH & Co. KG ("Farmer Automatic") for approximately \$17.9 million, net of cash acquired of approximately \$0.1 million. Farmer Automatic, headquartered in Laer, Germany, manufactures and supplies poultry housing and related products, including egg production cages and broiler production equipment. The acquisition was financed with available cash on hand. The Company allocated the purchase price to the assets acquired and liabilities assumed based on preliminary estimates of their fair values as of the acquisition date. The acquired net assets primarily consisted of accounts receivable, inventories, accounts payable and accrued expenses, property, plant and equipment, and customer relationship, technology and trademark identifiable intangible assets. The Company recorded approximately \$9.6 million of customer relationship, technology and trademark identifiable intangible assets and approximately \$10.0 million of goodwill associated with the acquisition. The results of operations of Farmer Automatic have been included in the Company's Consolidated Financial Statements as of and from the date of the acquisition.

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

The acquired identifiable intangible assets of Farmer Automatic as of the date of the acquisition are summarized in the following table (in millions):

<b>Intangible Asset</b>	<b>Amount</b>	<b>Weighted-Average Useful Life</b>
Customer relationships	\$ 4.1	10 years
Technology	3.6	10 years
Trademarks	1.9	10 years
	<u>\$ 9.6</u>	

On September 11, 2014, the Company acquired the remaining 39% interest of Santal Equipamentos S.A. Comércio e Indústria (“Santal”) for approximately R\$9.0 million (or approximately \$3.7 million). Santal is headquartered in Ribeirão Preto, Brazil, and manufactures and distributes sugarcane planting, harvesting, handling and transportation equipment as well as replacement parts across Brazil. Due to the fact that the Company and the seller each had a call option and put option, respectively, with varying dates with respect to the remaining 39% interest in Santal, the fair value of the redeemable noncontrolling interest had previously been recorded within “Temporary equity” in the Company’s Consolidated Balance Sheets. The acquisition of the remaining interest was funded with available cash on hand. The redemption and related amounts settled were reflected in “Additional paid-in capital” in the Company’s Consolidated Balance Sheets.

On August 1, 2014, the Company acquired Intersystems Holdings, Inc. (“Intersystems”) for approximately \$134.4 million, net of cash acquired of approximately \$4.1 million (or approximately \$130.3 million, net). Intersystems, headquartered in Omaha, Nebraska, designs and manufactures commercial material handling solutions, primarily for the agricultural, biofuels and food and feed processing industries. The acquisition was financed with available cash on hand and the Company’s credit facility (Note 7). The Company allocated the purchase price to the assets acquired and liabilities assumed based on preliminary estimates of their fair values as of the acquisition date. The acquired net assets primarily consisted of accounts receivable, inventories, accounts payable and accrued expenses, property, plant and equipment, and customer relationship, technology and trademark identifiable intangible assets. The Company recorded approximately \$46.3 million of customer relationship, technology and trademark identifiable intangible assets and approximately \$89.6 million of goodwill associated with the acquisition. The goodwill was reported within the Company’s North American geographical reportable segment. The results of operations of Intersystems have been included in the Company’s Consolidated Financial Statements as of and from the date of acquisition.

The acquired identifiable intangible assets of Intersystems as of the date of the acquisition are summarized in the following table (in millions):

<b>Intangible Asset</b>	<b>Amount</b>	<b>Weighted-Average Useful Life</b>
Customer relationships	\$ 28.0	15 years
Technology	11.3	15 years
Trademarks	7.0	16 years
	<u>\$ 46.3</u>	

### 3. Restructuring and Other Infrequent Expenses

During 2015 and 2014, the Company announced and initiated several actions to rationalize employee headcount at various manufacturing facilities located in Europe, China, Brazil, Argentina and the United States, as well as various administrative offices located in Europe, Brazil, China and the United States. The aggregate headcount reduction of approximately 2,100 employees in 2014 and 2015 was initiated in order to reduce costs in response to softening global market demand and reduced production volumes. The Company recorded approximately \$46.4 million of restructuring and other infrequent expenses during 2014 associated with these rationalizations, of which approximately \$44.4 million related to severance and other related costs. During 2014, the Company paid approximately \$19.0 million of these costs, and as of December 31, 2014, had a remaining accrued balance of approximately \$25.4 million. During 2015, the Company recorded and paid approximately \$22.3 million and \$29.5 million, respectively, of restructuring and other infrequent expenses associated with

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

severance and other related costs. The remaining \$16.9 million balance of severance and other related costs accrued as of December 31, 2015, inclusive of approximately \$1.3 million of negative foreign currency translation impacts, are expected to be paid primarily during 2016.

#### 4. Accounts Receivable Sales Agreements

At December 31, 2015 and 2014, the Company had accounts receivable sales agreements that permit the sale, on an ongoing basis, of a majority of its wholesale receivables in North America and Europe to its 49% owned U.S., Canadian and European finance joint ventures. During 2015, the Company entered into an accounts receivable sales agreement that permits the sale, on an ongoing basis, of a portion of its wholesale receivables in Brazil to its Brazilian finance joint venture. As of December 31, 2015 and 2014, the cash received from receivables sold under the U.S., Canadian, European and Brazilian accounts receivable sales agreements was approximately \$1.1 billion and \$1.2 billion, respectively.

Under the terms of the accounts receivable sales agreements in North America, Europe and Brazil, the Company pays an annual servicing fee related to the servicing of the receivables sold. The Company also pays the respective AGCO Finance entities an interest payment calculated based upon LIBOR plus a margin on any non-interest bearing accounts receivable outstanding and sold under the sales agreements. These fees are reflected within losses on the sales of receivables included within "Other expense, net" in the Company's Consolidated Statements of Operations. The Company does not service the receivables after the sale occurs and does not maintain any direct retained interest in the receivables. The Company reviewed its accounting for the accounts receivable sales agreements and determined that these facilities should be accounted for as off-balance sheet transactions.

Losses on sales of receivables associated with the accounts receivable financing facilities discussed above, reflected within "Other expense, net" in the Company's Consolidated Statements of Operations, were approximately \$18.8 million, \$24.8 million and \$25.6 million during 2015, 2014 and 2013, respectively.

The Company's finance joint ventures in Brazil and Australia also provide wholesale financing directly to the Company's dealers. The receivables associated with these arrangements are without recourse to the Company. The Company does not service the receivables after the sale occurs and does not maintain any direct retained interest in the receivables. As of December 31, 2015 and 2014, these finance joint ventures had approximately \$17.7 million and \$43.3 million, respectively, of outstanding accounts receivable associated with these arrangements. The Company reviewed its accounting for these arrangements and determined that these arrangements should be accounted for as off-balance sheet transactions.

In addition, the Company sells certain trade receivables under factoring arrangements to other financial institutions around the world. The Company reviewed the sale of such receivables and determined that these arrangements should be accounted for as off-balance sheet transactions.

#### 5. Investments in Affiliates

Investments in affiliates as of December 31, 2015 and 2014 were as follows (in millions):

	2015	2014
Finance joint ventures	\$ 359.4	\$ 389.0
Manufacturing joint ventures	18.1	19.6
Other affiliates	15.4	15.5
	<u>\$ 392.9</u>	<u>\$ 424.1</u>

The Company's manufacturing joint ventures as of December 31, 2015 consisted of Groupement International De Mecanique Agricole SA ("GIMA") (a joint venture with a third-party manufacturer to purchase, design and manufacture components for agricultural equipment in France), and joint ventures with third-party manufacturers to assemble tractors in Algeria and engines in South America. The other joint ventures represent investments in farm equipment manufacturers, an electronic and software system manufacturer, distributors and licensees.

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

The Company's equity in net earnings of affiliates for the years ended December 31, 2015, 2014 and 2013 were as follows (in millions):

	2015	2014	2013
Finance joint ventures	\$ 53.8	\$ 48.8	\$ 48.8
Manufacturing and other joint ventures	3.3	4.1	(0.6)
	<u>\$ 57.1</u>	<u>\$ 52.9</u>	<u>\$ 48.2</u>

Summarized combined financial information of the Company's finance joint ventures as of December 31, 2015 and 2014 and for the years ended December 31, 2015, 2014 and 2013 were as follows (in millions):

	December 31,	
	2015	2014
Total assets	\$ 7,491.2	\$ 8,836.4
Total liabilities	6,757.8	8,042.9
Partners' equity	733.4	793.5

	For the Years Ended December 31,		
	2015	2014	2013
Revenues	\$ 313.0	\$ 383.4	\$ 389.2
Costs	158.1	234.7	239.4
Income before income taxes	<u>\$ 154.9</u>	<u>\$ 148.7</u>	<u>\$ 149.8</u>

The majority of the assets of the Company's finance joint ventures represents finance receivables. The majority of the liabilities represents notes payable and accrued interest. Under the various joint venture agreements, Rabobank or its affiliates provide financing to the joint venture companies (Note 14).

At December 31, 2015 and 2014, the Company's receivables from affiliates were approximately \$70.1 million and \$108.4 million, respectively. The receivables from affiliates are reflected within "Accounts and notes receivable, net" within the Company's Consolidated Balance Sheets.

The portion of the Company's retained earnings balance that represents undistributed retained earnings of equity method investees was approximately \$296.8 million and \$293.3 million as of December 31, 2015 and 2014, respectively.

## 6. Income Taxes

The sources of income (loss) before income taxes and equity in net earnings of affiliates were as follows for the years ended December 31, 2015, 2014 and 2013 (in millions):

	2015	2014	2013
United States	\$ (49.1)	\$ 63.5	\$ 133.1
Foreign	328.5	475.5	669.5
Income before income taxes and equity in net earnings of affiliates	<u>\$ 279.4</u>	<u>\$ 539.0</u>	<u>\$ 802.6</u>



## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

The provision for income taxes by location of the taxing jurisdiction for the years ended December 31, 2015, 2014 and 2013 consisted of the following (in millions):

	2015	2014	2013
<b>Current:</b>			
United States:			
Federal	\$ (1.3)	\$ 12.6	\$ 9.2
State	2.8	2.8	9.9
Foreign	97.8	168.7	217.7
	<u>99.3</u>	<u>184.1</u>	<u>236.8</u>
<b>Deferred:</b>			
United States:			
Federal	(19.0)	(0.4)	30.2
State	—	—	—
Foreign	(7.8)	4.0	(8.5)
	<u>(26.8)</u>	<u>3.6</u>	<u>21.7</u>
	<u>\$ 72.5</u>	<u>\$ 187.7</u>	<u>\$ 258.5</u>

At December 31, 2015, the Company's foreign subsidiaries had approximately \$2.3 billion of undistributed earnings. These earnings are considered to be indefinitely invested, and, accordingly, no income taxes have been provided on these earnings. Determination of the amount of unrecognized deferred taxes on these earnings is not practicable; however, unrecognized foreign tax credits would be available to reduce a portion of the tax liability.

A reconciliation of income taxes computed at the United States federal statutory income tax rate (35%) to the provision for income taxes reflected in the Company's Consolidated Statements of Operations for the years ended December 31, 2015, 2014 and 2013 is as follows (in millions):

	2015	2014	2013
Provision for income taxes at United States federal statutory rate of 35%	\$ 97.8	\$ 188.7	\$ 280.9
State and local income taxes, net of federal income tax effects	(2.0)	2.6	5.6
Taxes on foreign income which differ from the United States statutory rate	(34.9)	(33.4)	(34.7)
Tax effect of permanent differences	7.1	(10.3)	(7.6)
Change in valuation allowance	(4.5)	22.8	9.3
Change in tax contingency reserves	15.4	25.2	25.7
Research and development tax credits	(4.9)	(7.1)	(19.9)
Other	(1.5)	(0.8)	(0.8)
	<u>\$ 72.5</u>	<u>\$ 187.7</u>	<u>\$ 258.5</u>

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

The significant components of the deferred tax assets and liabilities at December 31, 2015 and 2014 were as follows (in millions):

	2015	2014
<b>Deferred Tax Assets:</b>		
Net operating loss carryforwards	\$ 74.0	\$ 75.7
Sales incentive discounts	86.6	85.5
Inventory valuation reserves	40.3	33.9
Pensions and postretirement health care benefits	63.4	76.7
Warranty and other reserves	82.3	104.8
Research and development tax credits	9.3	—
Other	34.1	53.4
<b>Total gross deferred tax assets</b>	<b>390.0</b>	<b>430.0</b>
Valuation allowance	(75.8)	(93.3)
<b>Total net deferred tax assets</b>	<b>314.2</b>	<b>336.7</b>
<b>Deferred Tax Liabilities:</b>		
Tax over book depreciation and amortization	275.1	311.0
Other	24.8	21.5
<b>Total deferred tax liabilities</b>	<b>299.9</b>	<b>332.5</b>
<b>Net deferred tax assets</b>	<b>\$ 14.3</b>	<b>\$ 4.2</b>
<b>Amounts recognized in Consolidated Balance Sheets:</b>		
Deferred tax assets - noncurrent	\$ 100.7	\$ 215.9
Deferred tax liabilities - noncurrent	(86.4)	(211.7)
	<b>\$ 14.3</b>	<b>\$ 4.2</b>

The Company recorded a net deferred tax asset of \$14.3 million and \$4.2 million as of December 31, 2015 and 2014, respectively. As reflected in the preceding table, the Company had a valuation allowance of \$75.8 million and \$93.3 million as of December 31, 2015 and 2014, respectively.

A valuation allowance is established when it is more likely than not that some portion or all of the deferred tax assets will not be realized. The Company assessed the likelihood that its deferred tax assets would be recovered from estimated future taxable income and available tax planning strategies and determined that the valuation allowance at December 31, 2015 and 2014 was appropriate. In making this assessment, all available evidence was considered, including the current economic climate, as well as reasonable tax planning strategies. The Company believes it is more likely than not that the Company will realize the remaining deferred tax assets, net of the valuation allowance, in future years.

The Company had net operating loss carryforwards of \$266.1 million as of December 31, 2015, with expiration dates as follows: 2016 - \$13.0 million; 2017 - \$30.7 million; 2018 - \$39.8 million; and thereafter or unlimited - \$182.6 million. The net operating loss carryforwards of \$266.1 million were entirely in tax jurisdictions outside of the United States.

The Company paid income taxes of \$97.6 million, \$223.6 million and \$174.5 million for the years ended December 31, 2015, 2014 and 2013, respectively.

At December 31, 2015 and 2014, the Company had \$133.0 million and \$130.6 million, respectively, of unrecognized income tax benefits, all of which would affect the Company's effective tax rate if recognized. At December 31, 2015 and 2014, the Company had approximately \$61.2 million and \$64.7 million, respectively, of accrued or deferred taxes related to uncertain income tax positions connected with ongoing income tax audits in various jurisdictions that it expects to settle or pay in the next 12 months. The Company accrued approximately \$5.1 million and \$2.3 million of interest and penalties related to unrecognized tax benefits in its provision for income taxes during 2015 and 2014, respectively. At December 31, 2015 and 2014, the Company had accrued interest and penalties related to unrecognized tax benefits of \$18.3 million and \$15.3 million, respectively.

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

A reconciliation of the beginning and ending balances of the total amounts of gross unrecognized tax benefits as of and during the years ended December 31, 2015 and 2014 is as follows (in millions):

	2015	2014
Gross unrecognized income tax benefits	\$ 130.6	\$ 122.2
Additions for tax positions of the current year	14.4	21.8
Additions for tax positions of prior years	7.1	11.0
Additions for tax positions related to acquisitions	—	(0.6)
Reductions for tax positions of prior years for:		
Changes in judgments	(0.3)	(2.2)
Settlements during the period	—	(1.9)
Lapses of applicable statute of limitations	(5.8)	(5.4)
Foreign currency translation	(13.0)	(14.3)
Gross unrecognized income tax benefits	<u>\$ 133.0</u>	<u>\$ 130.6</u>

The Company and its subsidiaries file income tax returns in the United States and in various state, local and foreign jurisdictions. The Company and its subsidiaries are routinely examined by tax authorities in these jurisdictions. As of December 31, 2015, a number of income tax examinations in foreign jurisdictions were ongoing. It is possible that certain of these ongoing examinations may be resolved within 12 months. Due to the potential for resolution of federal, state and foreign examinations, and the expiration of various statutes of limitation, it is reasonably possible that the Company's gross unrecognized income tax benefits balance may materially change within the next 12 months. Due to the number of jurisdictions and issues involved and the uncertainty regarding the timing of any settlements, the Company is unable at this time to provide a reasonable estimate of such change that may occur within the next 12 months. Although there are ongoing examinations in various jurisdictions, the 2012 through 2015 tax years generally remain subject to examination in the United States by federal and state authorities. In the Company's significant foreign jurisdictions, primarily the United Kingdom, France, Germany, Switzerland, Finland and Brazil, the 2010 through 2015 tax years generally remain subject to examination by their respective tax authorities. In Brazil, the Company is contesting disallowed deductions related to the amortization of certain goodwill amounts (Note 12).

## 7. Indebtedness

Indebtedness consisted of the following at December 31, 2015 and 2014 (in millions):

	December 31, 2015	December 31, 2014
4½% Senior term loan due 2016	\$ 217.2	\$ 242.0
Credit facility, expires 2020	338.9	404.4
1.056% Senior term loan due 2020	217.2	—
57/8% Senior notes due 2021	297.4	300.0
Other long-term debt	164.3	145.5
	<u>1,235.0</u>	<u>1,091.9</u>
Less: 4½% Senior term loan due 2016	(217.2)	—
Current portion of other long-term debt	(89.0)	(94.3)
Total indebtedness, less current portion	<u>\$ 928.8</u>	<u>\$ 997.6</u>

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

At December 31, 2015, the aggregate scheduled maturities of long-term debt, excluding the current portion of long-term debt, are as follows (in millions):

2017	\$	33.2
2018		20.0
2019		7.6
2020		570.6
Thereafter		297.4
	\$	<u>928.8</u>

Cash payments for interest were approximately \$63.0 million, \$68.4 million and \$66.4 million for the years ended December 31, 2015, 2014 and 2013, respectively.

**4 1/2% Senior Term Loan**

The Company's €200.0 million (or approximately \$217.2 million as of December 31, 2015) 4 1/2% senior term loan with Rabobank is due May 2, 2016. The Company has the ability to prepay the term loan before its maturity date. Interest is payable on the term loan at 4 1/2% per annum, payable quarterly in arrears on March 31, June 30, September 30 and December 31 of each year. The term loan contains covenants restricting, among other things, the incurrence of indebtedness and the making of certain payments, including dividends, and is subject to acceleration in the event of default. The Company also has to fulfill financial covenants with respect to a total debt to EBITDA ratio and an interest coverage ratio.

**Credit Facility**

The Company's revolving credit and term loan facility consists of an \$800.0 million multi-currency revolving credit facility and a €312.0 million (or approximately \$338.9 million as of December 31, 2015) term loan facility. The Company is not required to make quarterly payments towards the term loan facility. On June 19, 2015, the Company amended its current credit facility agreement, providing the Company with the ability to replace the current term loan facility denominated in United States dollars with an equivalent amount denominated in Euros. In August 2015, the Company replaced the outstanding term loan facility in the amount of \$355.0 million, denominated in U.S. dollars, with an equivalent amount denominated in Euros. The Company also extended the maturity date of the credit facility from June 28, 2019 to June 26, 2020 and amended the interest rate margin. Under the amended credit facility agreement, interest accrues on amounts outstanding, at the Company's option, depending on the currency borrowed, at either (1) LIBOR or EURIBOR plus a margin ranging from 1.0% to 1.75% based on the Company's leverage ratio, or (2) the base rate, which is equal to the higher of (i) the administrative agent's base lending rate for the applicable currency, (ii) the federal funds rate plus 0.5%, and (iii) one-month LIBOR for loans denominated in U.S. dollars plus 1.0% plus a margin ranging from 0.0% to 0.25% based on the Company's leverage ratio. Previously, the interest accrued on amounts outstanding under the credit facility, at the Company's option, at either (1) LIBOR plus a margin ranging from 1.0% to 2.0% based on the Company's leverage ratio, or (2) the base rate, which is equal to the higher of (i) the administrative agent's base lending rate for the applicable currency, (ii) the federal funds rate plus 0.5%, and (iii) one-month LIBOR for loans denominated in U.S. dollars plus 1.0% plus a margin ranging from 0.0% to 0.5% based on the Company's leverage ratio. As is more fully described in Note 11, the Company entered into an interest rate swap in August 2015 to convert the term loan facility's floating interest rate to a fixed interest rate of 0.33% plus the applicable margin over the remaining life of the term loan facility. The credit facility contains covenants restricting, among other things, the incurrence of indebtedness and the making of certain payments, including dividends, and is subject to acceleration in the event of a default. The Company also has to fulfill financial covenants with respect to a total debt to EBITDA ratio and an interest coverage ratio. As of December 31, 2015, no amounts were outstanding under the Company's multi-currency revolving credit facility, and the Company had the ability to borrow approximately \$800.0 million under the facility. Approximately €312.0 million (or approximately \$338.9 million) was outstanding under the term loan facility as of December 31, 2015. As of December 31, 2014, the Company had \$404.4 million of outstanding borrowings under its former credit facility and availability to borrow approximately \$750.6 million. Approximately \$49.4 million was outstanding under the multi-currency revolving credit facility and \$355.0 million was outstanding under the term loan facility as of December 31, 2014.

During 2015, the Company designated its €312.0 million (\$338.9 million at December 31, 2015) term loan facility as a hedge of its net investment in foreign operations to offset foreign currency translation gains or losses on the net investment. See Note 11 for additional information about the net investment hedge.

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

**1.056% Senior Term Loan**

In December 2014, the Company entered into a term loan with the European Investment Bank, which provided the Company with the ability to borrow up to €200.0 million. The €200.0 million (or approximately \$217.2 million as of December 31, 2015) of funding was received on January 15, 2015 with a maturity date of January 15, 2020. The Company has the ability to prepay the term loan before its maturity date. Interest is payable on the term loan at 1.056% per annum, payable quarterly in arrears on January 15, April 15, July 15 and October 15 of each year. The term loan contains covenants regarding, among other things, the incurrence of indebtedness and the making of certain payments, as well as commitments regarding amounts of future research and development expenses in Europe, and is subject to acceleration in the event of default. The Company also has to fulfill financial covenants with respect to a net leverage ratio and an interest coverage ratio.

**5<sup>7/8</sup>% Senior Notes**

The Company's \$297.4 million of 5<sup>7/8</sup>% senior notes due December 1, 2021 constitute senior unsecured and unsubordinated indebtedness. Interest is payable on the notes semi-annually in arrears on June 1 and December 1 of each year. At any time prior to September 1, 2021, the Company may redeem the notes, in whole or in part from time to time, at its option, at a redemption price equal to the greater of (i) 100% of the principal amount plus accrued and unpaid interest, including additional interest, if any, to, but excluding, the redemption date or (ii) the sum of the present values of the remaining scheduled payments of principal and interest (exclusive of interest accrued to the date of redemption) discounted to the redemption date at the treasury rate plus 0.5%, plus accrued and unpaid interest, including additional interest, if any. Beginning September 1, 2021, the Company may redeem the notes, in whole or in part from time to time, at its option, at a redemption price equal to 100% of the principal amount plus accrued and unpaid interest, including additional interest, if any. As is more fully described in Note 11, the Company entered into an interest rate swap in August 2015 to convert the senior notes' fixed interest rate to a floating interest rate over the remaining life of the senior notes. A weighted average interest rate of 4.53% was applicable from the date of inception of the interest rate swap to December 31, 2015.

**Former Convertible Senior Subordinated Notes**

During the first six months of 2014, holders of the Company's former 1<sup>1/4</sup>% convertible senior subordinated notes converted or the Company repurchased approximately \$49.7 million of aggregate principal amount of the notes. In May 2014, the Company announced its election to redeem the remaining \$151.5 million balance of the notes with a redemption date of June 20, 2014. Substantially all of the holders of the notes elected to convert their remaining notes prior to the redemption date. The redemptions settled in July 2014. For the year ended December 31, 2014, the Company issued a total of 1,437,465 shares of its common stock associated with the \$81.0 million excess conversion value of all notes converted. The Company reflected the repayment of the principal of the notes totaling \$201.2 million within "Repurchase or conversion of convertible senior subordinated notes" within the Company's Consolidated Statements of Cash Flows for the year ended December 31, 2014.

During the year ended December 31, 2013, holders of the Company's former 1<sup>1/4</sup>% convertible senior subordinated notes' converted less than \$0.1 million of principal amount of the notes. The Company issued 286 shares of its common stock associated with the less than \$0.1 million excess conversion value of the notes. The Company reflected the repayment of the principal of the notes totaling less than \$0.1 million within "Repurchase or conversion of convertible senior subordinated notes" within the Company's Consolidated Statements of Cash Flows for the year ended December 31, 2013.

The following table sets forth the interest expense recognized for the year ended December 31, 2014 relating to the notes' contractual interest coupon and the interest expense recognized for the year ended December 31, 2013 relating to both the notes' contractual interest coupon as well as the amortization of the discount on the liability component for the Company's former 1<sup>1/4</sup>% convertible senior subordinated notes (in millions):

	Years Ended December 31,	
	2014	2013
<b>1<sup>1/4</sup>% Convertible senior subordinated notes:</b>		
Interest expense	\$ 0.9	\$ 11.7

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

**Standby Letters of Credit and Similar Instruments**

The Company has arrangements with various banks to issue standby letters of credit or similar instruments, which guarantee the Company's obligations for the purchase or sale of certain inventories and for potential claims exposure for insurance coverage. At December 31, 2015 and 2014, outstanding letters of credit totaled \$17.5 million and \$18.5 million, respectively.

**8. Employee Benefit Plans**

The Company sponsors defined benefit pension plans covering certain employees, principally in the United States, the United Kingdom, Germany, Finland, Norway, France, Switzerland and Argentina. The Company also provides certain postretirement health care and life insurance benefits for certain employees, principally in the United States and Brazil.

The Company also maintains an Executive Nonqualified Pension Plan ("ENPP"), which provides certain U.S.-based senior executives with retirement income for a period of 15 years based on a percentage of the average of their highest three non-consecutive years of base salary and bonus during their final ten years of employment (referred to as their "three-year average compensation"), reduced by the senior executive's social security benefits and 401(k) employer-matching contributions, as if the executive had made the maximum contribution. The benefit paid to the executives ranges from 2.25% to 3.00% of their three-year average compensation multiplied by credited years of service (subject to a maximum of 20 years). Benefits under the ENPP vest if the participant has attained age 50 with at least ten years of service (five years of which include years of participation in the ENPP), but are not payable until the participant reaches age 65. The ENPP is an unfunded, nonqualified defined benefit pension plan.

In 2015, the Company amended its ENPP to (a) limit participation to only those individuals who were participants in the ENPP as of July 31, 2015, (b) add an additional benefit, commencing at the end of the current 15-year benefit period, providing each participant a lifetime annuity in an amount equal to the annual payment during that 15-year period (or an equivalent value if a joint and survivor annuity is selected by the participant), and (c) to make various other administrative changes. The new benefit generally will be available only to participants who retire on or after reaching normal retirement age and otherwise have a vested benefit under the ENPP.

Net annual pension costs for the years ended December 31, 2015, 2014 and 2013 for the Company's defined benefit pension plans and ENPP are set forth below (in millions):

<b>Pension benefits</b>	<b>2015</b>	<b>2014<sup>(1)</sup></b>	<b>2013</b>
Service cost	\$ 18.7	\$ 16.8	\$ 18.0
Interest cost	31.2	37.3	35.4
Expected return on plan assets	(44.4)	(44.5)	(37.6)
Amortization of net actuarial losses	8.0	9.5	14.0
Amortization of prior service cost	0.4	0.8	0.8
Net loss recognized due to settlement	0.2	0.4	0.1
Net gain recognized due to curtailment	—	(0.5)	—
Special termination benefits	0.5	1.3	—
<b>Net annual pension cost</b>	<b>\$ 14.6</b>	<b>\$ 21.0</b>	<b>\$ 30.7</b>

(1) Rounding may impact summation of amounts.

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

The weighted average assumptions used to determine the net annual pension costs for the Company's defined benefit pension plans and ENPP for the years ended December 31, 2015, 2014 and 2013 are as follows:

	2015	2014	2013
<b>All plans:</b>			
Weighted average discount rate	3.5%	4.4%	4.3%
Weighted average expected long-term rate of return on plan assets	6.8%	6.9%	6.8%
Rate of increase in future compensation	2.25%-5.0%	2.5-5.0%	2.5-5.0%
<b>U.S.-based plans:</b>			
Weighted average discount rate	4.15%	4.75%	3.85%
Weighted average expected long-term rate of return on plan assets <sup>(1)</sup>	6.0%	7.0%	7.0%
Rate of increase in future compensation <sup>(2)</sup>	5.0%	5.0%	5.0%

(1) Applicable for U.S. funded, qualified plans.

(2) Applicable for U.S. unfunded, nonqualified plan.

Net annual postretirement benefit costs for the years ended December 31, 2015, 2014 and 2013 are set forth below (in millions, except percentages):

<b>Postretirement benefits</b>	2015	2014	2013
Service cost	\$ —	\$ 0.1	\$ 0.1
Interest cost	1.3	1.6	1.7
Amortization of prior service cost	0.2	0.2	0.2
Amortization of net actuarial losses	0.1	0.1	0.5
Other	—	0.2	—
Net annual postretirement benefit cost	\$ 1.6	\$ 2.2	\$ 2.5
Weighted average discount rate	4.6%	5.3%	4.7%

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

The following tables set forth reconciliations of the changes in benefit obligation, plan assets and funded status as of December 31, 2015 and 2014 (in millions):

<b>Change in benefit obligation</b>	<b>Pension and ENPP Benefits</b>		<b>Postretirement Benefits</b>	
	<b>2015</b>	<b>2014</b>	<b>2015</b>	<b>2014</b>
Benefit obligation at beginning of year	\$ 926.8	\$ 888.2	\$ 29.6	\$ 30.3
Service cost	18.7	16.8	—	0.1
Interest cost	31.2	37.3	1.3	1.6
Plan participants' contributions	1.2	1.3	—	—
Actuarial (gains) losses	(41.7)	109.6	(1.7)	(0.7)
Amendments	8.3	—	—	—
Settlements	(0.5)	(4.2)	—	—
Curtailments	—	(7.3)	—	—
Benefits paid	(50.8)	(55.9)	(1.2)	(1.6)
Special termination benefits and other	0.5	1.3	—	0.2
Foreign currency exchange rate changes	(49.3)	(60.3)	(0.7)	(0.3)
Benefit obligation at end of year	\$ 844.4	\$ 926.8	\$ 27.3	\$ 29.6

<b>Change in plan assets</b>	<b>Pension and ENPP Benefits</b>		<b>Postretirement Benefits</b>	
	<b>2015</b>	<b>2014</b>	<b>2015</b>	<b>2014</b>
Fair value of plan assets at beginning of year	\$ 677.2	\$ 660.7	\$ —	\$ —
Actual return on plan assets	5.2	73.7	—	—
Employer contributions	34.0	43.4	1.2	1.6
Plan participants' contributions	1.2	1.3	—	—
Benefits paid	(50.8)	(55.9)	(1.2)	(1.6)
Settlements	(0.5)	(4.2)	—	—
Foreign currency exchange rate changes	(35.6)	(41.8)	—	—
Fair value of plan assets at end of year	\$ 630.7	\$ 677.2	\$ —	\$ —
Funded status	\$ (213.7)	\$ (249.6)	\$ (27.3)	\$ (29.6)
Unrecognized net actuarial losses	319.0	329.7	1.4	3.3
Unrecognized prior service cost	11.2	3.2	3.6	3.7
Accumulated other comprehensive loss	(330.2)	(332.9)	(5.0)	(7.0)
Net amount recognized	\$ (213.7)	\$ (249.6)	\$ (27.3)	\$ (29.6)

Amounts recognized in Consolidated Balance Sheets:

Other long-term asset	\$ 0.2	\$ —	\$ —	\$ —
Other current liabilities	(3.5)	(3.3)	(1.5)	(1.5)
Accrued expenses	(2.3)	(5.4)	—	—
Pensions and postretirement health care benefits (noncurrent)	(208.1)	(240.9)	(25.8)	(28.1)
Net amount recognized	\$ (213.7)	\$ (249.6)	\$ (27.3)	\$ (29.6)



## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

The following table summarizes the activity in accumulated other comprehensive loss related to the Company's ENPP and defined pension and postretirement benefit plans during the years ended December 31, 2015 and 2014 (in millions):

	Before-Tax Amount	Income Tax	After-Tax Amount
Accumulated other comprehensive loss as of December 31, 2013	\$ (279.4)	\$ (73.0)	\$ (206.4)
Net loss recognized due to settlement	0.6	0.2	0.4
Net gain recognized due to curtailment	(0.5)	(0.1)	(0.4)
Net actuarial loss arising during the year	(72.8)	(18.0)	(54.8)
Amortization of prior service cost	1.0	0.4	0.6
Amortization of net actuarial losses	9.6	2.3	7.3
Accumulated other comprehensive loss as of December 31, 2014	\$ (341.5)	\$ (88.2)	\$ (253.3)
Prior service cost arising during the year	(8.3)	(3.6)	(4.7)
Net loss recognized due to settlement	0.3	0.1	0.2
Net actuarial gain arising during the year	4.2	2.1	2.1
Amortization of prior service cost	0.6	0.2	0.4
Amortization of net actuarial losses	8.1	1.8	6.3
Accumulated other comprehensive loss as of December 31, 2015	\$ (336.6)	\$ (87.6)	\$ (249.0)

As of December 31, 2015, the Company's accumulated other comprehensive loss included net actuarial losses of approximately \$319.0 million and net prior service cost of approximately \$11.2 million related to the Company's defined benefit pension plans and ENPP. The estimated net actuarial losses and net prior service cost for the defined benefit pension plans and ENPP expected to be amortized from the Company's accumulated other comprehensive loss during the year ended December 31, 2016 are approximately \$10.7 million and \$1.1 million, respectively.

As of December 31, 2015, the Company's accumulated other comprehensive loss included net actuarial losses of approximately \$1.4 million and net prior service cost of approximately \$3.6 million related to the Company's U.S. and Brazilian postretirement health care benefit plans. The estimated net actuarial losses and net prior service cost for postretirement health care benefit plans expected to be amortized from the Company's accumulated other comprehensive loss during the year ended December 31, 2016 are less than \$0.1 million and approximately \$0.1 million, respectively.

The aggregate projected benefit obligation, accumulated benefit obligation and fair value of plan assets for defined benefit pension plans, ENPP and other postretirement plans with accumulated benefit obligations in excess of plan assets were \$869.2 million, \$816.9 million and \$627.9 million, respectively, as of December 31, 2015, and \$956.4 million, \$901.7 million and \$677.2 million, respectively, as of December 31, 2014. The projected benefit obligation, accumulated benefit obligation and fair value of plan assets for the Company's U.S.-based defined benefit pension plans and ENPP with accumulated benefit obligations in excess of plan assets were \$112.2 million, \$98.4 million and \$38.1 million, respectively, as of December 31, 2015, and \$102.9 million, \$90.2 million and \$41.5 million, respectively, as of December 31, 2014. The Company's accumulated comprehensive loss as of December 31, 2015 reflects a reduction in equity of \$335.2 million, net of taxes of \$87.1 million, primarily related to the Company's U.K. pension plan, where the projected benefit obligation exceeded the plan assets. In addition, the Company's accumulated comprehensive loss as of December 31, 2015 reflects a reduction in equity of approximately \$1.4 million, net of taxes of \$0.5 million, related to the Company's GIMA joint venture. The amount represents 50% of GIMA's unrecognized net actuarial losses and unrecognized prior service cost associated with its pension plan. In addition, GIMA recognized a net actuarial loss due to settlements during 2015 of approximately \$0.1 million. The Company's accumulated comprehensive loss as of December 31, 2014 reflected a reduction in equity of \$339.9 million, net of taxes of \$87.6 million, primarily related to the Company's U.K. pension plan, in which the projected benefit obligation exceeded the plan assets. In addition, the Company's accumulated comprehensive loss as of December 31, 2014 reflected a reduction in equity of approximately \$1.6 million, net of taxes of \$0.6 million, related to the Company's GIMA joint venture. This amount represented 50% of GIMA's unrecognized net actuarial losses and unrecognized prior service cost associated with its pension plan. In addition, GIMA recognized a net actuarial loss due to settlements during 2014 of approximately \$0.2 million.

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

The weighted average assumptions used to determine the benefit obligation for the Company's defined benefit pension plans and ENPP as of December 31, 2015 and 2014 are as follows:

	2015	2014
<b>All plans:</b>		
Weighted average discount rate	3.6%	3.5%
Rate of increase in future compensation	2.0%-5.0%	2.5-5.0%
<b>U.S.-based plans:</b>		
Weighted average discount rate	4.60%	4.15%
Rate of increase in future compensation <sup>(1)</sup>	5.0%	5.0%

(1) Applicable for U.S. unfunded, nonqualified plan.

The weighted average discount rate used to determine the benefit obligation for the Company's postretirement benefit plans for the years ended December 31, 2015 and 2014 was 5.1% and 4.6%, respectively.

For the years ended December 31, 2015, 2014 and 2013, the Company used a globally consistent methodology to set the discount rate in the countries where its largest benefit obligations exist. In the United States, the United Kingdom and the Euro Zone, the Company constructed a hypothetical bond portfolio of high-quality corporate bonds and then applied the cash flows of the Company's benefit plans to those bond yields to derive a discount rate. The bond portfolio and plan-specific cash flows vary by country, but the methodology in which the portfolio is constructed is consistent. In the United States, the bond portfolio is large enough to result in taking a "settlement approach" to derive the discount rate, in which high-quality corporate bonds are assumed to be purchased and the resulting coupon payments and maturities are used to satisfy the Company's U.S. pension plans' projected benefit payments. In the United Kingdom and the Euro Zone, the discount rate is derived using a "yield curve approach," in which an individual spot rate, or zero coupon bond yield, for each future annual period is developed to discount each future benefit payment and, thereby, determine the present value of all future payments. Under the settlement and yield curve approaches, the discount rate is set to equal the single discount rate that produces the same present value of all future payments. Effective January 1, 2016, the Company adopted a spot yield curve to determine the discount rate in the United Kingdom to measure the plan's service cost and interest cost for the year ended December 31, 2016. Previously, the Company had utilized a single weighted-average discount rate derived from the "yield curve approach" to measure the plan's benefit obligation, service cost and interest cost. Going forward, the Company has elected to utilize an approach that discounts the individual expected service cost and interest cost cash flows using the applicable spot rates derived from the yield curve over the projected cash flow period.

For measuring the expected U.S. postretirement benefit obligation at December 31, 2015, the Company assumed a 7.25% health care cost trend rate for 2016 decreasing to 5.0% by 2025. For measuring the expected U.S. postretirement benefit obligation at December 31, 2014, the Company assumed a 7.0% health care cost trend rate for 2015 decreasing to 5.0% by 2019. For measuring the Brazilian postretirement benefit plan obligation at December 31, 2015, the Company assumed a 12.6% health care cost trend rate for 2016, decreasing to 6.75% by 2026. For measuring the Brazilian postretirement benefit plan obligation at December 31, 2014, the Company assumed a 12.25% health care cost trend rate for 2015, decreasing to 6.45% by 2025. Changing the assumed health care cost trend rates by one percentage point each year and holding all other assumptions constant would have had the following effect to service and interest cost for 2015 and the accumulated postretirement benefit obligation for both the U.S. and Brazilian postretirement plans at December 31, 2015 (in millions):

	One Percentage Point Increase	One Percentage Point Decrease
Effect on service and interest cost	\$ 0.2	\$ (0.2)
Effect on accumulated benefit obligation	\$ 3.2	\$ (2.7)

The Company currently estimates its minimum contributions and benefit payments to its U.S.-based underfunded defined benefit pension plans and unfunded ENPP for 2016 will aggregate approximately \$1.1 million. The Company currently estimates its benefit payments for 2016 to its U.S.-based postretirement health care and life insurance benefit plans will aggregate approximately \$1.5 million and its benefit payments for 2016 to its Brazilian postretirement health care benefit plans will aggregate approximately less than \$0.1 million. The Company currently estimates its minimum contributions for

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

underfunded plans and benefit payments for unfunded plans for 2016 to its non-U.S.-based defined benefit pension plans will aggregate approximately \$31.5 million, of which approximately \$23.1 million relates to its U.K. pension plan.

During 2015, approximately \$51.3 million of benefit payments were made related to the Company's defined benefit pension plans and ENPP. At December 31, 2015, the aggregate expected benefit payments for the Company's defined benefit pension plans and ENPP are as follows (in millions):

2016	\$	48.0
2017		49.5
2018		50.2
2019		50.4
2020		51.5
2021 through 2025		279.5
	\$	<u>529.1</u>

During 2015, approximately \$1.2 million of benefit payments were made related to the Company's U.S. and Brazilian postretirement benefit plans. At December 31, 2015, the aggregate expected benefit payments for the Company's U.S. and Brazilian postretirement benefit plans are as follows (in millions):

2016	\$	1.5
2017		1.6
2018		1.7
2019		1.7
2020		1.7
2021 through 2025		9.4
	\$	<u>17.6</u>

**Investment Strategy and Concentration of Risk**

The weighted average asset allocation of the Company's U.S. pension benefit plans as of December 31, 2015 and 2014 are as follows:

<b>Asset Category</b>	<b>2015</b>	<b>2014</b>
Large and small cap domestic equity securities	28%	28%
International equity securities	10%	10%
Domestic fixed income securities	44%	42%
Other investments	18%	20%
Total	<u>100%</u>	<u>100%</u>

The weighted average asset allocation of the Company's non-U.S. pension benefit plans as of December 31, 2015 and 2014 are as follows:

<b>Asset Category</b>	<b>2015</b>	<b>2014</b>
Equity securities	44%	42%
Fixed income securities	36%	38%
Other investments	20%	20%
Total	<u>100%</u>	<u>100%</u>

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

The Company categorizes its pension plan assets into one of three levels based on the assumptions used in valuing the asset. See Note 13 for a discussion of the fair value hierarchy as per the guidance in Accounting Standards Codification 820, "Fair Value Measurements" ("ASC 820"). The Company's valuation techniques are designed to maximize the use of observable inputs and minimize the use of unobservable inputs. The Company uses the following valuation methodologies to measure the fair value of its pension plan assets:

*Equity Securities:* Equity securities are valued on the basis of the closing price per unit on each business day as reported on the applicable exchange.

*Fixed Income:* Fixed income securities are valued using the closing prices in the active market in which the fixed income investment trades. Fixed income funds are valued using the net asset value of the fund, which is based on the fair value of the underlying securities.

*Cash:* These investments primarily consist of short-term investment funds which are valued using the net asset value.

*Alternative Investments:* These investments are reported at fair value as determined by the general partner of the alternative investment. The "market approach" valuation technique is used to value investments in these funds. The funds typically are open-end funds as they generally offer subscription and redemption options to investors. The frequency of such subscriptions or redemptions is dictated by each fund's governing documents. The amount of liquidity provided to investors in a particular fund generally is consistent with the liquidity and risk associated with the underlying portfolio (i.e., the more liquid the investments in the portfolio, the greater the liquidity provided to investors). Liquidity of individual funds varies based on various factors and may include "gates," "holdbacks" and "side pockets" imposed by the manager of the fund, as well as redemption fees that may also apply. Investments in these funds typically are valued utilizing the net asset valuations provided by their underlying investment managers, general partners or administrators. The funds consider subscription and redemption rights, including any restrictions on the disposition of the interest, in its determination of the fair value.

*Insurance Contracts:* Insurance contracts are valued using current prevailing interest rates.

The fair value of the Company's pension assets as of December 31, 2015 is as follows (in millions):

	Total	Level 1	Level 2	Level 3
Equity securities:				
Global equities	\$ 129.0	\$ 129.0	\$ —	\$ —
Non-U.S. equities	3.9	3.9	—	—
U.K. equities	124.8	124.8	—	—
U.S. large cap equities	7.1	7.1	—	—
U.S. small cap equities	3.6	3.6	—	—
Total equity securities	268.4	268.4	—	—
Fixed income:				
Aggregate fixed income	16.8	16.8	—	—
International fixed income	204.8	204.8	—	—
Total fixed income share <sup>(1)</sup>	221.6	221.6	—	—
Cash and equivalents:				
Cash	7.4	—	7.4	—
Total cash and equivalents	7.4	—	7.4	—
Alternative investments <sup>(2)</sup>	111.6	—	—	111.6
Miscellaneous funds <sup>(3)</sup>	21.7	—	—	21.7
Total assets	\$ 630.7	\$ 490.0	\$ 7.4	\$ 133.3

(1) 45% of "fixed income" securities are in investment-grade corporate bonds; 32% are in government treasuries; and 23% are in other various fixed income securities.

(2) 34% of "alternative investments" are in long-short equity funds; 26% are in event-driven funds; 13% are in relative value funds; 13% are in credit funds; 12% are distributed in hedged and non-hedged funds; and 2% are in multi-strategy funds.

(3) "Miscellaneous funds" is comprised of insurance contracts in Finland, Norway and Switzerland.

**AGCO CORPORATION**
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

The following is a reconciliation of Level 3 assets as of December 31, 2015 (in millions):

	<b>Total</b>	<b>Alternative Investments</b>	<b>Miscellaneous Funds</b>
Beginning balance as of December 31, 2014	\$ 147.1	\$ 124.3	\$ 22.8
Actual return on plan assets:			
(a) Relating to assets still held at reporting date	(0.6)	(2.2)	1.6
(b) Relating to assets sold during period	—	—	—
Purchases, sales and /or settlements	(4.5)	(4.3)	(0.2)
Foreign currency exchange rate changes	(8.7)	(6.2)	(2.5)
Ending balance as of December 31, 2015	<u>\$ 133.3</u>	<u>\$ 111.6</u>	<u>\$ 21.7</u>

The fair value of the Company's pension assets as of December 31, 2014 is as follows (in millions):

	<b>Total</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
Equity securities:				
Global equities	\$ 135.9	\$ 135.9	\$ —	\$ —
Non-U.S. equities	4.3	4.3	—	—
U.K. equities	122.8	122.8	—	—
U.S. large cap equities	7.1	7.1	—	—
U.S. small cap equities	4.5	4.5	—	—
Total equity securities	<u>274.6</u>	<u>274.6</u>	<u>—</u>	<u>—</u>
Fixed income:				
Aggregate fixed income	17.5	17.5	—	—
International fixed income	230.5	230.5	—	—
Total fixed income share <sup>(1)</sup>	<u>248.0</u>	<u>248.0</u>	<u>—</u>	<u>—</u>
Cash and equivalents:				
Cash	7.5	—	7.5	—
Total cash and equivalents	<u>7.5</u>	<u>—</u>	<u>7.5</u>	<u>—</u>
Alternative investments <sup>(2)</sup>	124.3	—	—	124.3
Miscellaneous funds <sup>(3)</sup>	22.8	—	—	22.8
Total assets	<u>\$ 677.2</u>	<u>\$ 522.6</u>	<u>\$ 7.5</u>	<u>\$ 147.1</u>

(1) 39% of "fixed income" securities are in government treasuries; 37% are in investment-grade corporate bonds; and 24% are in other various fixed income securities.

(2) 34% of "alternative investments" are in long-short equity funds; 31% are in event-driven funds; 12% are in relative value funds; 10% are in credit funds; 9% are distributed in hedged and non-hedged funds; and 4% are in multi-strategy funds.

(3) "Miscellaneous funds" is comprised of insurance contracts in Finland, Norway and Switzerland.

The following is a reconciliation of Level 3 assets as of December 31, 2014 (in millions):

	<b>Total</b>	<b>Alternative Investments</b>	<b>Miscellaneous Funds</b>
Beginning balance as of December 31, 2013	\$ 171.8	\$ 146.0	\$ 25.8
Actual return on plan assets:			
(a) Relating to assets still held at reporting date	6.3	5.1	1.2
(b) Relating to assets sold during period	2.3	2.3	—
Purchases, sales and /or settlements	(22.6)	(21.7)	(0.9)
Foreign currency exchange rate changes	(10.7)	(7.4)	(3.3)
Ending balance as of December 31, 2014	<u>\$ 147.1</u>	<u>\$ 124.3</u>	<u>\$ 22.8</u>

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

All tax-qualified pension fund investments in the United States are held in the AGCO Corporation Master Pension Trust. The Company's global pension fund strategy is to diversify investments across broad categories of equity and fixed income securities with appropriate use of alternative investment categories to minimize risk and volatility. The primary investment objective of the Company's pension plans is to secure participant retirement benefits. As such, the key objective in the pension plans' financial management is to promote stability and, to the extent appropriate, growth in funded status.

The investment strategy for the plans' portfolio of assets balances the requirement to generate returns with the need to control risk. The asset mix is recognized as the primary mechanism to influence the reward and risk structure of the pension fund investments in an effort to accomplish the plans' funding objectives. The overall investment strategy for the U.S.-based pension plans is to achieve a mix of approximately 15% of assets for the near-term benefit payments and 85% for longer-term growth. The overall U.S. pension funds invest in a broad diversification of asset types. The Company's U.S. target allocation of retirement fund investments is 30% large- and small-cap domestic equity securities, 12% international equity securities, 44% broad fixed income securities and 14% in alternative investments. The Company has noted that over very long periods, this mix of investments would achieve an average return of approximately 6.0%. The overall investment strategy for the non-U.S. based pension plans is to achieve a mix of approximately 30% of assets for the near-term benefit payments and 70% for longer-term growth. The overall non-U.S. pension funds invest in a broad diversification of asset types. The Company's non-U.S. target allocation of retirement fund investments at December 31, 2015 was 45% equity securities, 35% broad fixed income investments and 20% in alternative investments. The majority of the Company's non-U.S. pension fund investments are related to the Company's pension plan in the United Kingdom. The Company has noted that over very long periods, this mix of investments would achieve an average return of approximately 7.25%. In arriving at the choice of an expected return assumption of 7.0% for its U.K.-based plans for the year ended December 31, 2016, the Company has tempered this historical indicator with lower expectations for returns and equity investment in the future as well as the administrative costs of the plans.

Equity securities primarily include investments in large-cap and small-cap companies located across the globe. Fixed income securities include corporate bonds of companies from diversified industries, mortgage-backed securities, agency mortgages, asset-backed securities and government securities. Alternative and other assets include investments in hedge fund of funds that follow diversified investment strategies. To date, the Company has not invested pension funds in its own stock and has no intention of doing so in the future.

Within each asset class, careful consideration is given to balancing the portfolio among industry sectors, geographies, interest rate sensitivity, dependence on economic growth, currency and other factors affecting investment returns. The assets are managed by professional investment firms, who are bound by precise mandates and are measured against specific benchmarks. Among asset managers, consideration is given, among others, to balancing security concentration, issuer concentration, investment style and reliance on particular active investment strategies.

The Company participates in a small number of multiemployer plans in the Netherlands and Sweden. The Company has assessed and determined that none of the multiemployer plans which it participates in are individually, or in the aggregate, significant to the Company's Consolidated Financial Statements. The Company does not expect to incur a withdrawal liability or expect to significantly increase its contributions over the remainder of the multiemployer plans' contract periods.

The Company maintains separate defined contribution plans covering certain employees, primarily in the United States, the United Kingdom and Brazil. Under the plans, the Company contributes a specified percentage of each eligible employee's compensation. The Company contributed approximately \$12.0 million, \$13.3 million and \$13.0 million for the years ended December 31, 2015, 2014 and 2013, respectively.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

**9. Stockholders' Equity*****Common Stock***

At December 31, 2015, the Company had 150,000,000 authorized shares of common stock with a par value of \$0.01 per share, with approximately 83,814,809 shares of common stock outstanding and approximately 4,311,886 shares reserved for issuance under the Company's 2006 Long-Term Incentive Plan (the "2006 Plan") (Note 10).

***Share Repurchase Program***

In June 2012, the Company's Board of Directors approved a share repurchase program under which the Company is permitted to repurchase up to \$50.0 million of shares of its common stock. This share repurchase program does not have an expiration date. In December 2013, the Company's Board of Directors approved a second share repurchase program under which the Company is permitted to repurchase up to \$500.0 million of shares of its common stock through an expiration date of June 2015. In December 2014, the Board of Directors approved a third share repurchase program under which the Company can repurchase an additional \$500.0 million of shares of its common stock through December 2016.

During 2015, the Company entered into accelerated share repurchase ("ASR") agreements with a financial institution to repurchase an aggregate of \$287.5 million of shares of the Company's common stock. The Company received approximately 5,541,930 shares during the year ended December 31, 2015 related to these ASR agreements. During 2014, the Company entered into ASR agreements with a financial institution to repurchase an aggregate of \$415.0 million of shares of the Company's common stock. The Company received approximately 8,248,183 shares during the year ended December 31, 2014 related to these ASR agreements. All shares received under the ASR agreements were retired upon receipt, and the excess of the purchase price over par value per share was recorded to "Additional paid-in capital" within the Company's Consolidated Balance Sheets.

During 2014, through open market transactions, the Company repurchased 1,818,139 shares of its common stock for approximately \$84.7 million at an average price paid of \$46.60 per share. During 2013, through open market transactions, the Company repurchased less than 0.1 million shares of its common stock for approximately \$1.0 million at an average price paid of \$49.34 per share. Repurchased shares were retired on the date of purchase, and the excess of the purchase price over par value per share was recorded to "Additional paid-in capital" within the Company's Consolidated Balance Sheets.

As of December 31, 2015, the remaining amount authorized to be repurchased is approximately \$244.2 million.

During 2016, the Company entered into an ASR agreement with a financial institution to repurchase an aggregate of \$60.0 million shares of the Company's common stock. The Company received approximately 974,619 shares to date in this transaction. The specific number of shares the Company will ultimately repurchase will be determined at the completion of the term of the ASR based on the daily volume-weighted average share price of the Company's common stock less an agreed-upon discount. Upon settlement of the ASR, the Company may be entitled to receive additional shares of common stock or, under certain circumstances, be required to remit a settlement amount. The Company expects that additional shares will be received by the Company upon final settlement of its current ASR agreement, which expires during the second quarter of 2016. All shares received under the ASR agreement discussed above were retired upon receipt and the excess of the purchase price over par value per share was recorded to "Additional paid-in capital" within the Company's Consolidated Balance Sheets.

***Dividends***

On January 24, 2013, the Company's Board of Directors approved the initiation of quarterly cash dividends to its stockholders. A quarterly dividend of \$0.10 per common share was paid to each of the Company's stockholders during 2013. On January 24, 2014, the Company's Board of Directors approved an increase in the quarterly dividend from \$0.10 per common share to \$0.11 per common share beginning in the first quarter of 2014. On January 22, 2015, the Company's Board of Directors approved an increase in the quarterly dividend from \$0.11 per common share to \$0.12 per common share beginning in the first quarter of 2015. On January 28, 2016, the Company's Board of Directors approved an increase in the quarterly dividend from \$0.12 per common share to \$0.13 per common share beginning the first quarter of 2016.

**AGCO CORPORATION**
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

The following table sets forth changes in accumulated other comprehensive loss by component, net of tax, attributed to AGCO Corporation and its subsidiaries for the years ended December 31, 2015 and 2014 (in millions):

	<b>Defined Benefit Pension Plans</b>	<b>Cumulative Translation Adjustment</b>	<b>Deferred Net Gains (Losses) on Derivatives</b>	<b>Total</b>
Accumulated other comprehensive loss, December 31, 2013	\$ (206.4)	\$ (304.1)	\$ (0.2)	\$ (510.7)
Other comprehensive loss before reclassifications	(54.8)	(349.0)	(1.4)	(405.2)
Net losses reclassified from accumulated other comprehensive loss	7.9	—	1.5	9.4
Other comprehensive (loss) income, net of reclassification adjustments	(46.9)	(349.0)	0.1	(395.8)
Accumulated other comprehensive loss, December 31, 2014	(253.3)	(653.1)	(0.1)	(906.5)
Other comprehensive loss before reclassifications	(2.4)	(556.1)	(4.6)	(563.1)
Net losses reclassified from accumulated other comprehensive loss	6.7	—	2.7	9.4
Other comprehensive income (loss), net of reclassification adjustments	4.3	(556.1)	(1.9)	(553.7)
Accumulated other comprehensive loss, December 31, 2015	\$ (249.0)	\$ (1,209.2)	\$ (2.0)	\$ (1,460.2)

The following table sets forth reclassification adjustments out of accumulated other comprehensive loss by component attributed to AGCO Corporation and its subsidiaries for the years ended December 31, 2015 and 2014 (in millions):

<b>Details about Accumulated Other Comprehensive Loss Components</b>	<b>Amount Reclassified from Accumulated Other Comprehensive Loss</b>		<b>Affected Line Item within the Consolidated Statements of Operations</b>
	<b>Year ended December 31, 2015 <sup>(1)</sup></b>	<b>Year ended December 31, 2014 <sup>(1)</sup></b>	
<b>Derivatives:</b>			
Net losses on foreign currency contracts	\$ 2.6	\$ 1.4	Cost of goods sold
Net losses on interest rate swap contracts	0.5	—	Interest expense, net
Reclassification before tax	3.1	1.4	
	(0.4)	0.1	Income tax provision
Reclassification net of tax	\$ 2.7	\$ 1.5	
<b>Defined benefit pension plans:</b>			
Amortization of net actuarial losses	\$ 8.1	\$ 9.6	<sup>(2)</sup>
Amortization of prior service cost	0.6	1.0	<sup>(2)</sup>
Reclassification before tax	8.7	10.6	
	(2.0)	(2.7)	Income tax provision
Reclassification net of tax	\$ 6.7	\$ 7.9	
Net losses reclassified from accumulated other comprehensive loss	\$ 9.4	\$ 9.4	

(1) Losses included within the Consolidated Statements of Operations for the years ended December 31, 2015 and 2014, respectively.

(2) These accumulated other comprehensive loss components are included in the computation of net periodic pension and postretirement benefit cost. See Note 8 to the Company's Consolidated Financial Statements.



## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

**10. Stock Incentive Plan**

Under the 2006 Plan, up to 10,000,000 shares of AGCO common stock may be issued. The 2006 Plan allows the Company, under the direction of the Board of Directors' Compensation Committee, to make grants of performance shares, stock appreciation rights, stock options, restricted stock units and restricted stock awards to employees, officers and non-employee directors of the Company.

***Long-Term Incentive Plan and Related Performance Awards***

The Company's primary long-term incentive plan is a performance share plan that provides for awards of shares of the Company's common stock based on achieving financial targets, such as targets for earnings per share, return on invested capital and operating margin, as determined by the Company's Board of Directors. The stock awards under the 2006 Plan are earned over a performance period, and the number of shares earned is determined based on the cumulative or average results for the specified period, depending on the measurement. Performance periods for the Company's primary long-term incentive plan are consecutive and overlapping three-year cycles, and performance targets are set at the beginning of each cycle. The primary long-term incentive plan provides for participants to earn 33% to 200% of the target awards depending on the actual performance achieved, with no shares earned if performance is below the established minimum target. Awards earned under the 2006 Plan are paid in shares of common stock at the end of each performance period. The compensation expense associated with these awards is amortized ratably over the vesting or performance period based on the Company's projected assessment of the level of performance that will be achieved and earned.

Compensation expense recorded during 2015, 2014 and 2013 with respect to awards granted was based upon the stock price as of the grant date. The weighted average grant-date fair value of performance awards granted under the 2006 Plan during 2015, 2014 and 2013 was as follows:

	Years Ended December 31,		
	2015	2014	2013
Weighted average grant-date fair value	\$ 45.54	\$ 53.87	\$ 51.51

During 2015, the Company granted 861,686 performance awards related to varying performance periods. The awards granted assume the maximum target or target level of performance is achieved, as applicable.

Performance award transactions during 2015 were as follows and are presented as if the Company were to achieve its maximum levels of performance under the plan:

Shares awarded but not earned at January 1	2,481,767
Shares awarded	861,686
Shares forfeited or unearned	(1,894,057)
Shares earned	—
Shares awarded but not earned at December 31	1,449,396

The 2006 Plan allows for the participant to have the option of forfeiting a portion of the shares awarded in lieu of a cash payment contributed to the participant's tax withholding to satisfy the participant's statutory minimum federal, state and employment taxes which would be payable at the time of grant. Based on the level of performance achieved as of December 31, 2015, no shares were earned or issued. Based on the level of performance achieved as of December 31, 2014, the following shares were earned under the 2012-2014 performance period and issued in the subsequent year, net of shares withheld for taxes related to the earned award:

	Year Ended December 31, 2014
Shares earned at year-end	286,804
Shares withheld for taxes on the earned awards	113,334
Shares issued subsequent to year-end, net	173,470

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

As of December 31, 2015, the total compensation cost related to unearned performance awards not yet recognized, assuming the Company's current projected assessment of the level of performance that will be achieved and earned, was approximately \$10.1 million, and the weighted average period over which it is expected to be recognized is approximately two years. This estimate is based on the current projected levels of performance of outstanding awards. The compensation cost not yet recognized could be higher or lower based on actual achieved levels of performance.

**Restricted Stock Units**

During the year ended December 31, 2015, the Company granted 144,398 restricted stock unit ("RSU") awards. These awards entitle the participant to receive one share of the Company's common stock for each RSU granted and vest one-third per year over a three-year requisite service period. Dividends will accrue on all unvested grants until the end of each vesting date within this grant's three-year requisite service period. In January 2016, the Company amended its RSU award agreement such that dividends will not accrue on unvested grants over the requisite service period on all future RSU grants. The compensation expense associated with these awards is being amortized ratably over the requisite service period for the awards that are expected to vest. The weighted average grant-date fair value of the RSUs granted under the 2006 Plan during the year ended December 31, 2015 was \$44.03. RSU transactions during the year ended December 31, 2015 were as follows:

Shares awarded but not vested at January 1	—
Shares awarded	144,398
Shares forfeited	(7,002)
Shares vested	—
Shares awarded but not vested at December 31	137,396

As of December 31, 2015, the total compensation cost related to the unvested RSUs not yet recognized was approximately \$4.2 million, and the weighted average period over which it is expected to be recognized is approximately two years.

**Stock-settled Appreciation Rights**

In addition to the performance share plans, certain executives and key managers are eligible to receive grants of SSARs. The SSARs provide a participant with the right to receive the aggregate appreciation in stock price over the market price of the Company's common stock at the date of grant, payable in shares of the Company's common stock. The participant may exercise his or her SSARs at any time after the grant is vested but no later than seven years after the date of grant. The SSARs vest ratably over a four-year period from the date of grant. SSAR award grants made to certain executives and key managers under the 2006 Plan are made with the base price equal to the price of the Company's common stock on the date of grant. The Company recorded stock compensation expense of approximately \$5.0 million, \$5.2 million and \$4.7 million associated with SSAR award grants during 2015, 2014 and 2013, respectively. The compensation expense associated with these awards is being amortized ratably over the vesting period. The Company estimated the fair value of the grants using the Black-Scholes option pricing model.

**AGCO CORPORATION**
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

The weighted average grant-date fair value of SSARs granted under the 2006 Plan and the weighted average assumptions under the Black-Scholes option model were as follows for the years ended December 31, 2015, 2014 and 2013:

	Years Ended December 31,		
	2015	2014	2013
Weighted average grant-date fair value	\$ 7.41	\$ 13.11	\$ 21.10
Weighted average assumptions under Black-Scholes option model:			
Expected life of awards (years)	3.0	3.0	5.5
Risk-free interest rate	0.9%	0.9%	0.9%
Expected volatility	25.9%	35.7%	50.3%
Expected dividend yield	1.1%	0.8%	0.8%

SSAR transactions during the year ended December 31, 2015 were as follows:

SSARs outstanding at January 1	1,220,824
SSARs granted	325,200
SSARs exercised	(75,850)
SSARs canceled or forfeited	(150,263)
SSARs outstanding at December 31	<u>1,319,911</u>
SSAR price ranges per share:	
Granted	\$ 43.88
Exercised	21.45 - 52.94
Canceled or forfeited	43.88 - 56.98
Weighted average SSAR exercise prices per share:	
Granted	\$ 43.88
Exercised	27.01
Canceled or forfeited	54.75
Outstanding at December 31	49.56

At December 31, 2015, the weighted average remaining contractual life of SSARs outstanding was approximately four years. As of December 31, 2015, the total compensation cost related to unvested SSARs not yet recognized was approximately \$5.9 million and the weighted-average period over which it is expected to be recognized is approximately two years.

The following table sets forth the exercise price range, number of shares, weighted average exercise price, and remaining contractual lives by groups of similar price as of December 31, 2015:

Range of Exercise Prices	SSARs Outstanding			SSARs Exercisable	
	Number of Shares	Weighted Average Remaining Contractual Life (Years)	Weighted Average Exercise Price	Exercisable as of December 31, 2015	Weighted Average Exercise Price
\$32.01 - \$43.88	429,025	4.8	\$ 41.25	112,650	\$ 33.86
\$47.89 - \$63.64	890,886	3.9	\$ 53.56	497,490	\$ 53.09
	<u>1,319,911</u>			<u>610,140</u>	<u>\$ 49.54</u>

The total fair value of SSARs vested during 2015 was approximately \$4.2 million. There were 709,771 SSARs that were not vested as of December 31, 2015. The total intrinsic value of outstanding and exercisable SSARs as of December 31, 2015 was \$1.8 million and \$1.3 million, respectively. The total intrinsic value of SSARs exercised during 2015 was approximately \$1.8 million.

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

The excess tax benefit realized for tax deductions in the United States related to the exercise of SSARs and vesting of RSU awards under the 2006 Plan was approximately \$0.7 million for the year ended December 31, 2015. The shortfall in tax benefit realized for tax deductions in the United States related to the exercise of SSARs and vesting of performance awards under the 2006 Plan was approximately \$0.2 million for the year ended December 31, 2014. The excess tax benefit realized for tax deductions in the United States related to the exercise of SSARs, vesting of performance awards under the 2006 Plan, and exercise of stock options under the Company's 1991 Stock Option Plan was approximately \$11.4 million for the year ended December 31, 2013. The Company realized an insignificant tax benefit from the exercise of SSARs, vesting of performance awards, vesting of RSU awards and exercise of stock options in certain foreign jurisdictions during the years ended December 31, 2015, 2014 and 2013.

On January 26, 2016, the Company granted 334,199 performance award shares (subject to the Company achieving future target levels of performance), 296,200 SSARs and 138,975 of restricted stock units under the 2006 Plan.

***Director Restricted Stock Grants***

Pursuant to the 2006 Plan, all non-employee directors receive annual restricted stock grants of the Company's common stock. All restricted stock grants made to the Company's directors prior to April 24, 2014 were restricted as to transferability for a period of three years. Effective April 24, 2014, the shares granted on that date and all future grants made to the Company's directors are restricted as to transferability for a period of one year. In the event a director departs from the Company's Board of Directors, the non-transferability period expires immediately. The plan allows each director to have the option of forfeiting a portion of the shares awarded in lieu of a cash payment contributed to the participant's tax withholding to satisfy the statutory minimum federal, state and employment taxes that would be payable at the time of grant. The 2015 grant was made on April 23, 2015 and equated to 22,095 shares of common stock, of which 15,711 shares of common stock were issued, after shares were withheld for taxes. The Company recorded stock compensation expense of approximately \$1.1 million during 2015 associated with these grants.

As of December 31, 2015, of the 10,000,000 shares reserved for issuance under the 2006 Plan, approximately 4,311,886 shares were available for grant, assuming the maximum number of shares are earned related to the performance award grants discussed above.

**11. Derivative Instruments and Hedging Activities**

All derivatives are recognized on the Company's Consolidated Balance Sheets at fair value. On the date the derivative contract is entered into, the Company designates the derivative as either (1) a fair value hedge of a recognized liability, (2) a cash flow hedge of a forecasted transaction, (3) a hedge of a net investment in a foreign operation, or (4) a non-designated derivative instrument.

The Company formally documents all relationships between hedging instruments and hedged items, as well as the risk management objectives and strategy for undertaking various hedge transactions. The Company formally assesses, both at the hedge's inception and on an ongoing basis, whether the derivatives that are used in hedging transactions are highly effective in offsetting changes in fair values or cash flow of hedged items or the net investment hedges in foreign operations. When it is determined that a derivative is no longer highly effective as a hedge, hedge accounting is discontinued on a prospective basis.

The Company categorizes its derivative assets and liabilities into one of three levels based on the assumptions used in valuing the asset or liability. See Note 13 for a discussion of the fair value hierarchy as per the guidance in ASC 820. The Company's valuation techniques are designed to maximize the use of observable inputs and minimize the use of unobservable inputs.

***Foreign Currency Risk and Interest Rate Risk***

The Company has significant manufacturing operations in the United States, France, Germany, Finland and Brazil, and it purchases a portion of its tractors, combines and components from third-party foreign suppliers, primarily in various European countries and in Japan. The Company also sells products in over 140 countries throughout the world. The Company's most significant transactional foreign currency exposures are the Euro, Brazilian real and the Canadian dollar in relation to the United States dollar, and the Euro in relation to the British pound.

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

The Company attempts to manage its transactional foreign exchange exposure by hedging foreign currency cash flow forecasts and commitments arising from the anticipated settlement of receivables and payables and from future purchases and sales. Where naturally offsetting currency positions do not occur, the Company hedges certain, but not all, of its exposures through the use of foreign currency contracts. The Company's translation exposure resulting from translating the financial statements of foreign subsidiaries into United States dollars may be partially hedged from time to time. The Company's most significant translation exposures are the Euro, the British pound and the Brazilian real in relation to the United States dollar and the Swiss franc in relation to the Euro. When practical, the translation impact is reduced by financing local operations with local borrowings.

The Company uses floating rate and fixed rate debt to finance its operations. The floating rate debt obligations expose the Company to variability in interest payments due to changes in the EURIBOR and LIBOR benchmark interest rates. The Company believes it is prudent to limit the variability of a portion of its interest payments, and to meet that objective, the Company periodically enters into interest rate swaps to manage the interest rate risk associated with the Company's borrowings. The Company designates interest rate contracts used to convert the interest rate exposure on a portion of the Company's debt portfolio from a floating rate to a fixed rate as cash flow hedges, while those contracts converting the Company's interest rate exposure from a fixed rate to a floating rate are designated as fair value hedges.

The Company's senior management establishes the Company's foreign currency and interest rate risk management policies. These policies are reviewed periodically by the Finance Committee of the Company's Board of Directors. The policies allow for the use of derivative instruments to hedge exposures to movements in foreign currency and interest rates. The Company's policies prohibit the use of derivative instruments for speculative purposes.

**Counterparty Risk**

The Company regularly monitors the counterparty risk and credit ratings of all the counterparties to the derivative instruments. The Company believes that its exposures are appropriately diversified across counterparties and that these counterparties are creditworthy financial institutions. If the Company perceives any risk with a counterparty, then the Company would cease to do business with that counterparty. There have been no negative impacts to the Company from any non-performance of any counterparties.

**Derivative Transactions Designated as Hedging Instruments****Foreign Currency Contracts**

During 2015, 2014 and 2013, the Company designated certain foreign currency contracts as cash flow hedges of expected future sales and purchases. The effective portion of the fair value gains or losses on these cash flow hedges were recorded in other comprehensive loss and are subsequently reclassified into cost of goods sold during the period the sales and purchases are recognized. These amounts offset the effect of the changes in foreign currency rates on the related sale and purchase transactions. The amount of the net loss recorded in other comprehensive loss that was reclassified to cost of goods sold during the years ended December 31, 2015, 2014 and 2013 was approximately \$2.4 million, \$1.5 million and \$0.5 million, respectively, on an after-tax basis. The amount of the unrealized loss recorded to other comprehensive loss related to the outstanding cash flow hedges as of December 31, 2015, 2014 and 2013 was less than \$0.1 million, and approximately \$0.1 million and \$0.2 million, respectively, on an after-tax basis. As of December 31, 2015, there were no outstanding foreign currency cash flow hedge contracts. As of December 31, 2014, the Company had outstanding foreign currency contracts with a notional amount of approximately \$23.8 million that were entered into to hedge forecasted sale and purchase transactions.

**Interest Rate Swap Contracts***Cash Flow Hedge*

During 2015, the Company entered into an interest rate swap instrument with a notional amount of €312.0 million (or approximately \$338.9 million at December 31, 2015) and an expiration date of June 26, 2020. The swap was designated and accounted for as a cash flow hedge. Under the swap agreement, the Company pays a fixed interest rate of 0.33% plus the applicable margin, and the counterparty to the agreement pays a floating interest rate based on the three-month EURIBOR.

Changes in the fair value of the interest rate swap are recorded in other comprehensive loss. These amounts are subsequently reclassified into "Interest expense, net" as a rate adjustment in the same period in which the related interest

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

expense on the Company's floating rate term loan facility affects earnings. For the year ended December 31, 2015, the effective portion of the unrealized change in fair value, net of tax, was a loss of approximately \$2.0 million, which was recorded in other comprehensive loss. The amount of the net loss recorded in other comprehensive loss that was reclassified into "Interest expense, net" during the year ended December 31, 2015 was approximately \$0.3 million, on an after-tax basis. There was no ineffectiveness during the year ended December 31, 2015.

*Fair Value Hedge*

During 2015, the Company entered into an interest rate swap instrument with a notional amount of \$300.0 million and an expiration date of December 1, 2021 designated as a fair value hedge of the Company's 5<sup>7</sup>/<sub>8</sub>% senior notes (Note 7). Under the interest rate swap, the Company pays a floating interest rate based on the three-month LIBOR plus a spread of 4.14% (or a weighted average interest rate of 4.53% from the date of inception of the interest rate swap to December 31, 2015) and the counterparty to the agreement pays a fixed interest rate of 5<sup>7</sup>/<sub>8</sub>%. The gains and losses related to changes in the fair value of the interest rate swap are recorded to "Interest expense, net" and offset changes in the fair value of the underlying hedged 5<sup>7</sup>/<sub>8</sub>% senior notes.

For the year ended December 31, 2015, the Company recorded unrealized gains on the hedged debt of approximately \$2.6 million in "Interest expense, net" in the Consolidated Statements of Operations. The unrealized losses of approximately \$2.6 million on the related interest rate swap instrument offset such unrealized gains, and were also recorded in "Interest expense, net" in the Consolidated Statements of Operations.

The following table summarizes the activity in accumulated other comprehensive loss related to the derivatives held by the Company during the years ended December 31, 2015, 2014 and 2013 (in millions):

	<b>Before-Tax Amount</b>	<b>Income Tax</b>	<b>After-Tax Amount</b>
Accumulated derivative net gains as of December 31, 2012	\$ 1.1	\$ 0.4	\$ 0.7
Net changes in fair value of derivatives	(2.1)	(0.7)	(1.4)
Net losses reclassified from accumulated other comprehensive loss into income	0.7	0.2	0.5
Accumulated derivative net losses as of December 31, 2013	(0.3)	(0.1)	(0.2)
Net changes in fair value of derivatives	(1.3)	0.1	(1.4)
Net losses reclassified from accumulated other comprehensive loss into income	1.4	(0.1)	1.5
Accumulated derivative net losses as of December 31, 2014	(0.2)	(0.1)	(0.1)
Net changes in fair value of derivatives	(6.2)	(1.6)	(4.6)
Net losses reclassified from accumulated other comprehensive loss into income	3.1	0.4	2.7
Accumulated derivative net losses as of December 31, 2015	<u>\$ (3.3)</u>	<u>\$ (1.3)</u>	<u>\$ (2.0)</u>

**Net Investment Hedges**

The Company uses non-derivative and, from time to time, derivative instruments, to hedge a portion of its net investment in foreign operations against adverse movements in exchange rates. The Company measures ineffectiveness on these derivatives based on changes in forward rates.

For instruments that are designated as hedges of net investments in foreign operations, changes in the fair value of the derivative instruments are recorded in foreign currency translation adjustments, a component of accumulated other comprehensive loss, to offset changes in the value of the net investments being hedged. When the net investment in foreign operations is sold or substantially liquidates, the amounts recorded in accumulated other comprehensive loss are reclassified to earnings. To the extent foreign currency denominated debt is dedesignated from a net investment hedge relationship, changes in the value of the foreign currency denominated debt are recorded in earnings through the maturity date.

During 2015, the Company designated its €312.0 million (or approximately \$338.9 million at December 31, 2015) term loan facility with a maturity date of June 26, 2020 as a hedge of its net investment in foreign operations to offset foreign currency translation gains or losses on the net investment. For the year ended December 31, 2015, approximately \$7.5 million

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

of foreign currency gains were included in the cumulative translation adjustment component of accumulated other comprehensive loss.

There was no ineffectiveness with respect to the net investment hedge discussed above during the year ended December 31, 2015.

**Derivative Transactions Not Designated as Hedging Instruments**

During 2015, 2014 and 2013, the Company entered into foreign currency contracts to hedge receivables and payables on the Company and its subsidiaries' balance sheets that are denominated in foreign currencies other than the functional currency. These contracts were classified as non-designated derivative instruments.

As of December 31, 2015 and 2014, the Company had outstanding foreign currency contracts with a notional amount of approximately \$1,533.9 million and \$1,810.5 million, respectively, that were entered into to hedge receivables and payables that are denominated in foreign currencies other than the functional currency. Changes in the fair value of these contracts are reported in "Other expense, net." For the years ended December 31, 2015, 2014 and 2013, the Company recorded a net loss of approximately \$67.3 million and \$2.3 million, and a net gain of approximately \$9.5 million, respectively, related to these contracts within "Other expense, net" in the Company's Consolidated Statements of Operations. Gains and losses on such contracts are substantially offset by losses and gains on the remeasurement of the underlying asset or liability being hedged.

The table below sets forth the fair value of derivative instruments as of December 31, 2015 (in millions):

	Asset Derivatives as of December 31, 2015		Liability Derivatives as of December 31, 2015	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Derivative instruments designated as hedging instruments:				
Interest rate swap contracts	Other noncurrent assets	\$ —	Other noncurrent liabilities	\$ 5.9
Derivative instruments not designated as hedging instruments:				
Foreign currency contracts	Other current assets	4.8	Other current liabilities	7.9
Total derivative instruments		<u>\$ 4.8</u>		<u>\$ 13.8</u>

The table below sets forth the fair value of derivative instruments as of December 31, 2014 (in millions):

	Asset Derivatives as of December 31, 2014		Liability Derivatives as of December 31, 2014	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Derivative instruments designated as hedging instruments:				
Foreign currency contracts	Other current assets	\$ —	Other current liabilities	\$ 0.2
Derivative instruments not designated as hedging instruments:				
Foreign currency contracts	Other current assets	11.3	Other current liabilities	20.3
Total derivative instruments		<u>\$ 11.3</u>		<u>\$ 20.5</u>

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

**12. Commitments and Contingencies**

The future payments required under the Company's significant commitments, excluding indebtedness, as of December 31, 2015 are as follows (in millions):

	Payments Due By Period						Total
	2016	2017	2018	2019	2020	Thereafter	
Interest payments related to indebtedness <sup>(1)</sup>	\$ 52.2	\$ 20.2	\$ 17.4	\$ 15.6	\$ 13.4	\$ 9.9	\$ 128.7
Capital lease obligations	2.1	0.9	0.4	—	—	—	3.4
Operating lease obligations	50.2	33.5	24.9	12.6	10.1	43.0	174.3
Unconditional purchase obligations <sup>(2)</sup>	71.1	10.5	6.0	0.1	—	—	87.7
Other short-term and long-term obligations <sup>(3)</sup>	95.4	37.1	45.9	40.8	40.7	109.7	369.6
Total contractual cash obligations	\$ 271.0	\$ 102.2	\$ 94.6	\$ 69.1	\$ 64.2	\$ 162.6	\$ 763.7

(1) Estimated interest payments are calculated assuming current interest rates over minimum maturity periods specified in debt agreements. Debt may be repaid sooner or later than such minimum maturity periods (unaudited).

(2) Unconditional purchase obligations exclude routine purchase orders entered into in the normal course of business.

(3) Other short-term and long-term obligations include estimates of future minimum contribution requirements under the Company's U.S. and non-U.S. defined benefit pension and postretirement plans. These estimates are based on current legislation in the countries the Company operates within and are subject to change. Other short-term and long-term obligations also include income tax liabilities related to uncertain income tax positions connected with ongoing income tax audits in various jurisdictions (unaudited).

	Amount of Commitment Expiration Per Period						Total
	2016	2017	2018	2019	2020	Thereafter	
Guarantees	\$ 63.2	\$ 2.7	\$ 1.6	\$ 0.7	\$ 0.1	\$ —	\$ 68.3

**Off-Balance Sheet Arrangements***Guarantees*

The Company maintains a remarketing agreement with its U.S. finance joint venture, whereby the Company is obligated to repurchase repossessed inventory at market values. The Company has an agreement with its U.S. finance joint venture, AGCO Finance LLC, which limits the Company's purchase obligations under this arrangement to \$6.0 million in the aggregate per calendar year. The Company believes that any losses that might be incurred on the resale of this equipment will not materially impact the Company's financial position or results of operations, due to the fair value of the underlying equipment.

At December 31, 2015, the Company guaranteed indebtedness owed to third parties of approximately \$68.3 million, primarily related to dealer and end-user financing of equipment. Such guarantees generally obligate the Company to repay outstanding finance obligations owed to financial institutions if dealers or end users default on such loans through 2020. The Company believes the credit risk associated with these guarantees is not material to its financial position or results of operations. Losses under such guarantees have historically been insignificant. In addition, the Company generally would expect to be able to recover a significant portion of the amounts paid under such guarantees from the sale of the underlying financed farm equipment, as the fair value of such equipment is expected to be sufficient to offset a substantial portion of the amounts paid.

*Other*

At December 31, 2015, the Company had outstanding non-designated foreign exchange contracts with a gross notional amount of approximately \$1,533.9 million, and there were no outstanding designated foreign exchange contracts as of December 31, 2015.

The Company sells a majority of its wholesale accounts receivable in North America and Europe to the Company's U.S., Canadian and European finance joint ventures, and a portion of its wholesale accounts receivable to its finance joint venture in Brazil. The Company also sells certain accounts receivable under factoring arrangements to financial institutions



## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

around the world. The Company reviewed the sale of such receivables and determined that these facilities should be accounted for as off-balance sheet transactions.

Total lease expense under noncancelable operating leases was \$77.2 million, \$91.4 million and \$83.6 million for the years ended December 31, 2015, 2014 and 2013, respectively.

*Contingencies*

In August 2008, as part of routine audits, the Brazilian taxing authorities disallowed deductions relating to the amortization of certain goodwill recognized in connection with a reorganization of the Company's Brazilian operations and the related transfer of certain assets to the Company's Brazilian subsidiaries. The amount of the tax disallowance through December 31, 2015, not including interest and penalties, was approximately 131.5 million Brazilian reais (or approximately \$33.2 million). The amount ultimately in dispute will be greater because of interest and penalties. The Company has been advised by its legal and tax advisors that its position with respect to the deductions is allowable under the tax laws of Brazil. The Company is contesting the disallowance and believes that it is not likely that the assessment, interest or penalties will be required to be paid. However, the ultimate outcome will not be determined until the Brazilian tax appeal process is complete, which could take several years.

The Company is a party to various other legal claims and actions incidental to its business. The Company believes that none of these claims or actions, either individually or in the aggregate, is material to its business or financial statements as a whole, including its results of operations and financial condition.

**13. Fair Value of Financial Instruments**

The Company categorizes its assets and liabilities into one of three levels based on the assumptions used in valuing the asset or liability. Estimates of fair value for financial assets and liabilities are based on a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. Observable inputs (highest level) reflect market data obtained from independent sources, while unobservable inputs (lowest level) reflect internally developed market assumptions. In accordance with this guidance, fair value measurements are classified under the following hierarchy:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; and model-derived valuations in which all significant inputs are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 - Model-derived valuations in which one or more significant inputs are unobservable.

The Company categorizes its pension plan assets into one of the three levels of the fair value hierarchy. See Note 8 for a discussion of the valuation methods used to measure the fair value of the Company's pension plan assets.

The Company enters into foreign currency and interest rate swap contracts. The fair values of the Company's derivative instruments are determined using discounted cash flow valuation models. The significant inputs used in these models are readily available in public markets, or can be derived from observable market transactions, and therefore have been classified as Level 2. Inputs used in these discounted cash flow valuation models for derivative instruments include the applicable exchange rates, forward rates or interest rates. Such models used for option contracts also use implied volatility. See Note 11 for a discussion of the Company's derivative instruments and hedging activities.

The Company's trading securities consist of foreign-based government bonds. The fair value of the Company's investments in trading securities classified as Level 2 are priced using nonbinding market prices that are corroborated by observable by market data.

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

Assets and liabilities measured at fair value on a recurring basis as of December 31, 2015 and 2014 are summarized below (in millions):

	As of December 31, 2015			
	Level 1	Level 2	Level 3	Total
Derivative assets	\$ —	\$ 4.8	\$ —	\$ 4.8
Derivative liabilities	\$ —	\$ 13.8	\$ —	\$ 13.8
Long-term debt	\$ —	\$ 297.4	\$ —	\$ 297.4
Trading securities	\$ —	\$ 6.6	\$ —	\$ 6.6

  

	As of December 31, 2014			
	Level 1	Level 2	Level 3	Total
Derivative assets	\$ —	\$ 11.3	\$ —	\$ 11.3
Derivative liabilities	\$ —	\$ 20.5	\$ —	\$ 20.5

Cash and cash equivalents, accounts and notes receivable, and accounts payable are valued at their carrying amounts in the Company's Consolidated Balance Sheets, due to the immediate or short-term maturity of these financial instruments.

The carrying amounts of long-term debt under the Company's 4<sup>1</sup>/<sub>2</sub>% senior term loan, credit facility and 1.056% senior term loan (Note 7) approximate fair value based on the borrowing rates currently available to the Company for loans with similar terms and average maturities. At December 31, 2014, the estimated fair value of the Company's 5<sup>7</sup>/<sub>8</sub>% senior notes (Note 7), based on its listed market value, was \$337.6 million, compared to its carrying value of \$300.0 million.

#### 14. Related Party Transactions

Rabobank, a financial institution based in the Netherlands, is a 51% owner in the Company's finance joint ventures, which are located in the United States, Canada, Europe, Brazil, Argentina and Australia. Rabobank is also the principal agent and participant in the Company's revolving credit facility (Note 7). The majority of the assets of the Company's finance joint ventures represents finance receivables. The majority of the liabilities represents notes payable and accrued interest. Under the various joint venture agreements, Rabobank or its affiliates provide financing to the joint venture companies, primarily through lines of credit. During both 2015 and 2014, the Company did not make additional investments in its finance joint ventures. During 2013, the Company made a total of approximately \$15.5 million of additional investments in its finance joint ventures in Germany and the Netherlands, primarily related to additional capital required as a result of increased retail finance portfolios during 2013.

The Company's finance joint ventures provide retail financing and wholesale financing to its dealers. The terms of the financing arrangements offered to the Company's dealers are similar to arrangements the finance joint ventures provide to unaffiliated third parties. In addition, the Company transfers, on an ongoing basis, a majority of its wholesale receivables in North America and Europe to its 49% owned U.S., Canadian and European finance joint ventures (Note 4). During 2015, the Company entered into an accounts receivable sales agreement that permits the sale, on an ongoing basis, of a portion of its wholesale receivables in Brazil to its Brazilian finance joint venture. The Company maintains a remarketing agreement with its U.S. finance joint venture (Note 12). In addition, as part of sales incentives provided to end users, the Company may from time to time subsidize interest rates of retail financing provided by its finance joint ventures. The cost of those programs is recognized at the time of sale to the Company's dealers.

Tractors and Farm Equipment Limited ("TAFE"), in which the Company holds a 23.75% interest, manufactures Massey Ferguson-branded equipment primarily in India and also supplies tractors and components to the Company for sale in other markets. Mallika Srinivasan, who is the Chairman and Chief Executive Officer of TAFE, is currently a member of the Company's Board of Directors. As of December 31, 2015, TAFE owned 12,150,152 shares of the Company's common stock. The Company and TAFE are parties to an agreement pursuant to which, among other things, TAFE has agreed not to purchase in excess of 12,170,290 shares of the Company's common stock, subject to certain adjustments, and the Company has agreed to annually nominate a TAFE representative to its Board of Directors. During 2015, 2014 and 2013, the Company purchased approximately \$129.2 million, \$149.0 million and \$90.7 million, respectively, of tractors and components from TAFE. During 2015, 2014 and 2013, the Company sold approximately \$2.2 million, \$2.1 million and \$0.8 million, respectively, of parts to

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

TAFE. The Company received dividends from TAFE of approximately \$1.7 million, \$1.8 million and \$1.6 million during 2015, 2014 and 2013, respectively.

During 2015, 2014 and 2013, the Company paid approximately \$3.0 million, \$3.4 million and \$3.3 million, respectively, to PPG Industries, Inc. for painting materials used in the Company's manufacturing processes. The Company's Chairman, President and Chief Executive Officer is currently a member of the board of directors of PPG Industries, Inc.

### 15. Segment Reporting

The Company's four reportable segments distribute a full range of agricultural equipment and related replacement parts. The Company evaluates segment performance primarily based on income (loss) from operations. Sales for each segment are based on the location of the third-party customer. The Company's selling, general and administrative expenses and engineering expenses are charged to each segment based on the region and division where the expenses are incurred. As a result, the components of income (loss) from operations for one segment may not be comparable to another segment. Segment results for the years ended December 31, 2015, 2014 and 2013 based on the Company's current reportable segments are as follows (in millions):

<b>Years Ended December 31,</b>	<b>North America</b>	<b>South America</b>	<b>Europe/Africa/ Middle East</b>	<b>Asia/Pacific</b>	<b>Consolidated</b>
<b>2015</b>					
Net sales	\$ 1,965.0	\$ 949.0	\$ 4,151.3	\$ 402.0	\$ 7,467.3
Income (loss) from operations	123.4	34.4	416.7	(27.6)	546.9
Depreciation	62.7	20.9	122.4	11.4	217.4
Assets	943.7	490.0	1,757.2	346.3	3,537.2
Capital expenditures	48.6	28.6	100.8	33.4	211.4
<b>2014</b>					
Net sales	\$ 2,414.2	\$ 1,663.4	\$ 5,158.5	\$ 487.6	\$ 9,723.7
Income (loss) from operations	219.2	134.0	500.2	(11.5)	841.9
Depreciation	60.1	26.5	138.7	14.1	239.4
Assets	1,026.9	719.8	2,036.0	353.8	4,136.5
Capital expenditures	70.9	45.6	136.3	48.7	301.5
<b>2013</b>					
Net sales	\$ 2,757.8	\$ 2,039.7	\$ 5,481.5	\$ 507.9	\$ 10,786.9
Income from operations	325.9	212.7	558.2	0.5	1,097.3
Depreciation	51.4	24.6	126.6	9.0	211.6
Assets	1,002.8	773.5	2,368.9	289.5	4,434.7
Capital expenditures	73.4	66.4	204.5	47.5	391.8

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

A reconciliation from the segment information to the consolidated balances for income from operations and total assets is set forth below (in millions):

	2015	2014	2013
Segment income from operations	\$ 546.9	\$ 841.9	\$ 1,097.3
Corporate expenses	(109.2)	(117.7)	(116.2)
Stock compensation (expense) credit	(11.6)	9.7	(32.6)
Restructuring and other infrequent expenses	(22.3)	(46.4)	—
Amortization of intangibles	(42.7)	(41.0)	(47.8)
Consolidated income from operations	<u>\$ 361.1</u>	<u>\$ 646.5</u>	<u>\$ 900.7</u>
Segment assets	\$ 3,537.2	\$ 4,136.5	\$ 4,434.7
Cash and cash equivalents	426.7	363.7	1,047.2
Receivables from affiliates	70.1	108.4	124.3
Investments in affiliates	392.9	424.1	416.1
Deferred tax assets, other current and noncurrent assets	452.2	589.5	629.2
Intangible assets, net	507.7	553.8	565.6
Goodwill	1,114.5	1,192.8	1,178.7
Consolidated total assets	<u>\$ 6,501.3</u>	<u>\$ 7,368.8</u>	<u>\$ 8,395.8</u>

Net sales by customer location for the years ended December 31, 2015, 2014 and 2013 were as follows (in millions):

	2015	2014	2013
Net sales:			
United States	\$ 1,624.0	\$ 1,985.4	\$ 2,216.5
Canada	233.6	333.9	419.4
Germany	913.2	1,240.0	1,301.0
France	762.6	828.4	1,136.8
United Kingdom and Ireland	414.5	490.8	471.8
Finland and Scandinavia	637.0	808.4	828.5
Other Europe	1,077.7	1,376.0	1,422.6
South America	932.3	1,646.2	2,018.5
Middle East and Africa	346.4	414.9	320.7
Asia	201.0	253.6	293.1
Australia and New Zealand	201.1	234.1	214.8
Mexico, Central America and Caribbean	123.9	112.0	143.2
	<u>\$ 7,467.3</u>	<u>\$ 9,723.7</u>	<u>\$ 10,786.9</u>

Net sales by product for the years ended December 31, 2015, 2014 and 2013 were as follows (in millions):

	2015	2014	2013
Net sales:			
Tractors	\$ 4,244.1	\$ 5,566.8	\$ 6,491.1
Replacement parts	1,204.4	1,390.1	1,349.1
Other machinery	629.6	875.3	1,001.0
Grain storage and protein production systems	766.2	851.0	771.9
Combines	331.9	581.0	652.8
Application equipment	291.1	459.5	521.0
	<u>\$ 7,467.3</u>	<u>\$ 9,723.7</u>	<u>\$ 10,786.9</u>

## AGCO CORPORATION

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

Property, plant and equipment and amortizable intangible assets by country as of December 31, 2015 and 2014 was as follows (in millions):

	2015	2014
United States	\$ 619.0	\$ 666.7
Finland	165.2	192.5
Germany	369.2	420.8
Brazil	143.6	204.1
Italy	88.3	101.8
China	150.0	138.7
France	68.3	83.2
Other	165.9	187.4
	<u>\$ 1,769.5</u>	<u>\$ 1,995.2</u>

**16. Subsequent Event**

On February 2, 2016, the Company acquired Tecno Poultry Equipment S.p.A (“Tecno”) for approximately €53.5 million (or approximately \$58.4 million). Tecno, headquartered in Marsango di Campo San Martino, Italy, manufactures and supplies poultry housing and related products, including egg collection equipment and trolley feeding systems. The acquisition was financed through the Company’s credit facility (Note 7). The Company will allocate the purchase price to the assets acquired and liabilities assumed based on preliminary estimates of their fair values as of the acquisition date. The acquired net assets primarily consisted of accounts receivable, inventories, accounts payable and accrued expenses, property, plant and equipment, goodwill and certain identifiable intangible assets.

**Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure**

None.

**Item 9A. Controls and Procedures**

The Company's management, including the Chief Executive Officer and the Chief Financial Officer, does not expect that the Company's disclosure controls or the Company's internal controls will prevent all errors and all fraud. However, our principal executive officer and principal financial officer have concluded the Company's disclosure controls and procedures are effective at the reasonable assurance level. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. Because of the inherent limitations in a cost effective control system, misstatements due to error or fraud may occur and not be detected. We will conduct periodic evaluations of our internal controls to enhance, where necessary, our procedures and controls.

**Evaluation of Disclosure Controls and Procedures**

Our Chief Executive Officer and Chief Financial Officer, after evaluating the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended) as of December 31, 2015, have concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by an issuer in the reports that it files or submits under the Exchange Act is accumulated and communicated to the issuer's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

**Management's Annual Report on Internal Control over Financial Reporting**

Management of the Company is responsible for establishing and maintaining effective internal control over financial reporting as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934. The Company's internal control over financial reporting is designed to provide reasonable assurance to the Company's management and Board of Directors regarding the preparation and fair presentation of published financial statements for external purposes in accordance with generally accepted accounting principles. In assessing the effectiveness of the Company's internal control over financial reporting, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in "*Internal Control — Integrated Framework* (2013)."

Management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2015. Based on this assessment, management believes that, as of December 31, 2015, the Company's internal control over financial reporting is effective based on the criteria referred to above.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2015 has been audited by KPMG LLP, an independent registered public accounting firm, which also audited the Company's Consolidated Financial Statements for the year ended December 31, 2015. KPMG LLP's report on internal control over financial reporting is set forth below.

**Changes in Internal Control over Financial Reporting**

There were no changes in our internal control over financial reporting that occurred during our last fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. However, as a result of the Company's processes to comply with the Sarbanes-Oxley Act of 2002, enhancements to the Company's internal control over financial reporting were implemented as management addressed and remediated deficiencies that had been identified.

## Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders  
AGCO Corporation:

We have audited AGCO Corporation's internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). AGCO Corporation's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, AGCO Corporation maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control — Integrated Framework (2013) issued by COSO.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of AGCO Corporation and subsidiaries as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive income (loss), stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2015, and our report dated February 26, 2016 expressed an unqualified opinion on those consolidated financial statements.

/s/ KPMG LLP

Atlanta, Georgia  
February 26, 2016

**Item 9B. Other Information**

None.

**PART III**

The information called for by Items 10, 11, 12, 13 and 14, if any, will be contained in our Proxy Statement for the 2016 Annual Meeting of Stockholders which we intend to file in March 2016.

**Item 10 Directors, Executive Officers and Corporate Governance**

The information with respect to directors and committees required by this Item set forth in our Proxy Statement for the 2016 Annual Meeting of Stockholders in the sections entitled “Election of Directors” and “Board of Directors and Corporate Governance” is incorporated herein by reference. The information with respect to executive officers required by this Item set forth in our Proxy Statement for the 2016 Annual Meeting of Stockholders in the sections entitled “Executive Compensation” and “Section 16(a) Beneficial Ownership Reporting Compliance” is incorporated herein by reference.

The information under the heading “Available Information” set forth in Part I of this Form 10-K is incorporated herein by reference. The code of conduct referenced therein applies to our principal executive officer, principal financial officer, principal accounting officer and controller and the persons performing similar functions.

**Item 11. Executive Compensation**

The information with respect to executive compensation and its establishment required by this Item set forth in our Proxy Statement for the 2016 Annual Meeting of Stockholders in the sections entitled “Board of Directors and Corporate Governance,” “Executive Compensation” and “Compensation Committee Report” is incorporated herein by reference.

**Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**

**(a) Securities Authorized for Issuance Under Equity Compensation Plans**

AGCO maintains its 2006 Plan pursuant to which we may grant equity awards to eligible persons. For additional information, see Note 10, “Stock Incentive Plan,” in the Notes to Consolidated Financial Statements included in this filing. The following table gives information about equity awards under our Plan.

	(a)	(b)	(c)
<b>Plan Category</b>	<b>Number of Securities to be Issued upon Exercise of Outstanding Awards Under the Plans</b>	<b>Weighted-Average Exercise Price of Outstanding Awards Under the Plans</b>	<b>Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a))</b>
Equity compensation plans approved by security holders	2,906,703	\$ 48.77	4,311,886
Equity compensation plans not approved by security holders	—	—	—
<b>Total</b>	<b>2,906,703</b>	<b>\$ 48.77</b>	<b>4,311,886</b>

**(b) Security Ownership of Certain Beneficial Owners and Management**

The information required by this Item set forth in our Proxy Statement for the 2016 Annual Meeting of Stockholders in the section entitled “Principal Holders of Common Stock” is incorporated herein by reference.

**Item 13. Certain Relationships and Related Party Transactions, and Director Independence**

The information required by this Item set forth in our Proxy Statement for the 2016 Annual Meeting of Stockholders in the section entitled “Certain Relationships and Related Party Transactions” is incorporated herein by reference.



**Item 14. Principal Accounting Fees and Services**

The information required by this Item set forth in our 2016 Proxy Statement for the Annual Meeting of Stockholders in the sections entitled “Audit Committee Report” and “Board of Directors and Corporate Governance” is incorporated herein by reference.

**PART IV**

**Item 15. Exhibits and Financial Statement Schedules**

(a) The following documents are filed as part of this Form 10-K:

(1) The Consolidated Financial Statements, Notes to Consolidated Financial Statements, Report of Independent Registered Public Accounting Firm for AGCO Corporation and its subsidiaries are presented under Item 8 of this Form 10-K.

(2) Financial Statement Schedules:

The following Consolidated Financial Statement Schedule of AGCO Corporation and its subsidiaries is included herein and follows this report.

<b>Schedule</b>	<b>Description</b>
Schedule II	Valuation and Qualifying Accounts

Schedules other than that listed above have been omitted because the required information is contained in Notes to the Consolidated Financial Statements or because such schedules are not required or are not applicable.

(3) The following exhibits are filed or incorporated by reference as part of this report. Each management contract or compensation plan required to be filed as an exhibit is identified by an asterisk (\*).

<b>Exhibit Number</b>	<b>Description of Exhibit</b>	<b>The Filings Referenced for Incorporation by Reference are AGCO Corporation</b>
3.1	Certificate of Incorporation	June 30, 2002, Form 10-Q, Exhibit 3.1
3.2	By-Laws	December 10, 2014, Form 8-K, Exhibit 3.1
4.1	Indenture dated as of December 5, 2011	December 6, 2011, Form 8-K, Exhibit 4.1
10.1	2006 Long-Term Incentive Plan*	January 22, 2015, Form 8-K, Exhibit 10.1
10.2	Form of Non-Qualified Stock Option Award Agreement*	March 31, 2006, Form 10-Q, Exhibit 10.2
10.3	Form of Incentive Stock Option Award Agreement*	March 31, 2006, Form 10-Q, Exhibit 10.3
10.4	Form of Stock Appreciation Rights Agreement*	March 31, 2006, Form 10-Q, Exhibit 10.4
10.5	Form of Restricted Stock Units Agreement*	January 26, 2016, Form 8-K, Exhibit 10.1
10.6	Form of Performance Share Award*	March 31, 2006, Form 10-Q, Exhibit 10.6
10.7	Amended and Restated Management Incentive Plan*	March 25, 2013, Form DEF14A, Appendix A
10.8	Amended and Restated Executive Nonqualified Pension Plan*	October 2, 2015, Form 8-K, Exhibit 99.1
10.9	Executive Nonqualified Defined Contribution Plan*	Filed herewith
10.10	Employment and Severance Agreement with Martin Richenhagen*	December 31, 2009, Form 10-K, Exhibit 10.12
10.11	Employment and Severance Agreement with Andrew H. Beck*	March 31, 2010, Form 10-Q, Exhibit 10.2
10.12	Employment and Severance Agreement with Gary L. Collar*	June 30, 2008, Form 10-Q, Exhibit 10.6
10.13	Employment and Severance Agreement with Rob Smith*	Filed herewith
10.14	Employment and Severance Agreement with Hans-Bernd Veltmaat*	December 31, 2009, Form 10-K, Exhibit 10.17

Exhibit Number	Description of Exhibit	The Filings Referenced for Incorporation by References are AGCO Corporation
10.15	Credit Agreement dated as of May 2, 2011	June 30, 2011, Form 10-Q, Exhibit 10.1
10.16	Debt Agreement dated December 18, 2014	December 31, 2014, Form 10-K, Exhibit 10.15
10.17	Amended and Restated Credit Agreement dated as of June 30, 2014	June 30, 2014, Form 10-Q, Exhibit 10.1; June 30, 2015, Form 10-Q, Exhibit 10.1
10.18	U.S. Receivables Purchase Agreement, dated December 22, 2009	December 23, 2009, Form 8-K, Exhibit 10.1; June 30, 2013, Form 10-Q, Exhibit 10.1
10.19	Amendment No. 2 to U.S. Receivables Purchase Agreement, dated February 16, 2016	Filed herewith
10.20	Canadian Receivables Purchase Agreement, dated December 22, 2009	December 23, 2009, Form 8-K, Exhibit 10.2; June 30, 2013, Form 10-Q, Exhibit 10.2
10.21	European Receivables Transfer Agreement, dated October 13, 2006	September 30, 2006, Form 10-Q, Exhibit 10.1; December 31, 2009, Form 10-K, Exhibit 10.21; June 30, 2010, Form 10-Q, Exhibit 10.1
10.22	French Receivables Purchase Agreement, dated February 19, 2010	December 31, 2009, Form 10-K, Exhibit 10.22
10.23	Letter Agreement, dated November 5, 2015, between AGCO International GmbH and TAFE International LLC, Turkey and Tractors and Farm Equipment Limited	September 30, 2015, Form 10-Q, Exhibit 10.1
10.24	Letter Agreement, dated August 29, 2014, between AGCO Corporation and Tractors and Farm Equipment Limited	September 4, 2014, Form 8-K, Exhibit 10.1
10.25	Farm and Machinery Distributor Agreement, dated January 1, 2012, between AGCO International GmbH and Tractors and Farm Equipment Limited	September 4, 2014, Form 8-K, Exhibit 10.2
10.26	Letter Agreement, dated August 3, 2007, between AGCO Corporation and Tractors and Farm Equipment Limited	September 4, 2014, Form 8-K, Exhibit 10.3
10.27	Consultancy Agreement, dated December 8, 2014, between AGCO Do Brasil Comércio E Industria Ltda and André Carioba	December 10, 2014, Form 8-K, Exhibit 10.1
10.28	Current Director Compensation	Filed herewith
21.1	Subsidiaries of the Registrant	Filed herewith
23.1	Consent of KPMG LLP	Filed herewith
24.1	Powers of Attorney	Filed herewith
31.1	Certification of Martin Richenhagen	Filed herewith
31.2	Certification of Andrew H. Beck	Filed herewith
32.1	Certification of Martin Richenhagen and Andrew H. Beck	Filed herewith
101.INS	XBRL Instance Document	Filed herewith
101.SCH	XBRL Taxonomy Extension Schema	Filed herewith
101.CAL	XBRL Taxonomy Extension Calculation Linkbase	Filed herewith
101.DEF	XBRL Taxonomy Extension Definition Linkbase	Filed herewith
101.LAB	XBRL Taxonomy Extension Label Linkbase	Filed herewith
101.PRE	XBRL Taxonomy Extension Presentation Linkbase	Filed herewith



**ANNUAL REPORT ON FORM 10-K  
ITEM 15 (A)(2)  
FINANCIAL STATEMENT SCHEDULE  
YEAR ENDED DECEMBER 31, 2015**

## AGCO CORPORATION AND SUBSIDIARIES

 SCHEDULE II — VALUATION AND QUALIFYING ACCOUNTS  
 (In millions)

Description	Balance at Beginning of Period	Additions		Deductions	Foreign Currency Translation	Balance at End of Period <sup>(1)</sup>
		Acquired Businesses	Charged to Costs and Expenses			
Year ended December 31, 2015						
Allowances for sales incentive discounts	\$ 255.0	\$ —	\$ 195.1	\$ (196.1)	\$ —	\$ 254.0
Year ended December 31, 2014						
Allowances for sales incentive discounts	\$ 236.6	\$ —	\$ 300.7	\$ (282.3)	\$ —	\$ 255.0
Year ended December 31, 2013						
Allowances for sales incentive discounts	\$ 165.2	\$ —	\$ 374.6	\$ (303.2)	\$ —	\$ 236.6
Description	Balance at Beginning of Period	Additions		Deductions	Foreign Currency Translation	Balance at End of Period
		Acquired Businesses	Charged to Costs and Expenses			
Year ended December 31, 2015						
Allowances for doubtful accounts	\$ 32.1	\$ —	\$ 5.6	\$ (3.0)	\$ (5.4)	\$ 29.3
Year ended December 31, 2014						
Allowances for doubtful accounts	\$ 34.9	\$ 0.5	\$ 1.7	\$ (1.2)	\$ (3.8)	\$ 32.1
Year ended December 31, 2013						
Allowances for doubtful accounts	\$ 38.1	\$ —	\$ 3.2	\$ (5.0)	\$ (1.4)	\$ 34.9
Description	Balance at Beginning of Period	Additions		Deductions	Foreign Currency Translation	Balance at End of Period
		Charged to Costs and Expenses	Reversal of Accrual			
Year ended December 31, 2015						
Accruals of severance, relocation and other integration costs	\$ 25.4	\$ 23.0	\$ (0.7)	\$ (29.5)	\$ (1.3)	\$ 16.9
Year ended December 31, 2014						
Accruals of severance, relocation and other integration costs	\$ —	\$ 44.4	\$ —	\$ (18.8)	\$ (0.2)	\$ 25.4
Description	Balance at Beginning of Period	Additions		Deductions	Foreign Currency Translation	Balance at End of Period
		Acquired Businesses	Charged (Credited) to Costs and Expenses			
Year ended December 31, 2015						
Deferred tax valuation allowance	\$ 93.3	\$ —	\$ (4.5)	\$ —	\$ (13.0)	\$ 75.8
Year ended December 31, 2014						
Deferred tax valuation allowance	\$ 77.2	\$ —	\$ 22.8	\$ —	\$ (6.7)	\$ 93.3
Year ended December 31, 2013						
Deferred tax valuation allowance	\$ 74.5	\$ —	\$ 9.3	\$ (2.8)	\$ (3.8)	\$ 77.2

(1) As of December 31, 2015, approximately \$229.5 million of this balance was recorded within “Accrued expenses” and approximately \$24.5 million was recorded within “accounts receivable allowances” in the Company’s Consolidated Balance Sheets. As of December 31, 2014, approximately \$236.5 million of this balance was recorded within “Accrued expenses” and approximately \$18.5 million was recorded within “accounts receivable allowances” in the Company’s Consolidated Balance Sheets.



**AGCO CORPORATION**  
**EXECUTIVE NONQUALIFIED DEFINED CONTRIBUTION PLAN**

**(EFFECTIVE July 31, 2015)**

**SECTION 1**  
***Purpose and Administration***

**1.1 Name of Plan.** AGCO Corporation hereby adopts this AGCO Corporation Executive Nonqualified Defined Contribution Plan, as set forth herein.

**1.2 Effective Date of Plan.** The Plan is established effective July 31, 2015. This document sets forth the terms of the Plan and also serves as the summary plan description within the meaning of Section 102 of ERISA.

**1.3 Purpose.** The Company has established the Plan primarily for the purpose of providing deferred compensation to a select group of management or highly compensated employees of the Participating Employers. The Plan is intended to be a top-hat plan as described in Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA and is intended to comply with Code Section 409A. The Company intends that the Plan (and each Trust, if any, established under the Plan as described in Section 13.2) shall be treated as unfunded for purposes of Title I of ERISA and the Code. The Plan is not intended to be tax-qualified within the meaning of Code Section 401(a).

A Participating Employer's obligations hereunder, if any, to a Participant (or to a Participant's beneficiary) shall be unsecured and shall be a mere promise by the Participating Employer to make payments hereunder in accordance with the terms of the Plan. A Participant (and, if applicable, the Participant's beneficiary) shall be treated as a general unsecured creditor of the applicable Participating Employer for purposes of the Plan.

**1.4 Administration.** The Plan shall be administered by the Plan Administrative Committee.

- (a) Authority. The Plan Administrative Committee shall have full authority and power to administer and construe the Plan, subject to applicable requirements of law. Without limiting the generality of the foregoing, the Plan Administrative Committee shall have the following powers and duties:
- (i) To make and enforce such rules and regulations as it deems necessary or proper for the administration of the Plan;
  - (ii) To interpret the Plan and to decide all questions concerning the Plan;
  - (iii) To designate persons eligible to participate in the Plan;
  - (iv) To determine the amount and the recipient of any payments to be made under the Plan;
  - (v) To designate and value any investments deemed held in Plan Accounts;



- (vi) To vest all or any portion of a Participant's Account, to the extent not vested previously;
- (vii) To appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan; and
- (viii) To make all other determinations and to take all other steps necessary or advisable for the administration of the Plan.

Subject to paragraph (b) below, all decisions made by the Plan Administrative Committee pursuant to the provisions of the Plan shall be made in its sole discretion and shall be final, conclusive, and binding upon all parties.

- (b) Authority of Board of Directors. Notwithstanding anything in this Plan to the contrary, the Board at all times shall have the power to make determinations with respect to the Plan as it shall elect to make.
- (c) Delegation of Duties. The Plan Administrative Committee may delegate such of its duties and may engage such experts and other persons as it deems appropriate in connection with administering the Plan. The Plan Administrative Committee shall be entitled to rely conclusively upon, and shall be fully protected in any action taken by the Plan Administrative Committee, in good faith in reliance upon any opinions or reports furnished to it by any such experts or other persons.
- (d) Expenses. All expenses incurred in connection with the administration of the Plan, including, without limitation, administrative expenses and compensation and other expenses and charges of any actuary, counsel, accountant, specialist, or other person who shall be employed by the Plan Administrative Committee in connection with the administration of the Plan, shall be paid by the Participating Employers.
- (e) Indemnification of Plan Administrative Committee. The Participating Employers agree to indemnify and to defend to the fullest extent permitted by law any person serving as a member of the Plan Administrative Committee, and each employee of a Participating Employer or any of their affiliated companies appointed by the Plan Administrative Committee to carry out duties under this Plan, against all liabilities, damages, costs and expenses (including attorneys' fees and amounts paid in settlement of any claims approved by the Company) occasioned by any act or omission to act in connection with the Plan, so long as such act or omission is in good faith. The foregoing shall in no way limit the right of any member of the Plan Administrative Committee or employee to indemnification or reimbursement or the right to have, or receive payments from, insurance beyond that provided by the Plan.

- (f) Liability. To the extent permitted by law, neither the Plan Administrative Committee nor any other person shall incur any liability for any acts or for any failure to act except for liability arising out of such person's own willful misconduct or gross negligence.

## SECTION 2

### *Definitions*

For purposes of the Plan, the following words and phrases shall have the meanings set forth below, unless their context clearly requires a different meaning:

**2.1 Account.** “Account” means the bookkeeping account or sub-accounts maintained under the Plan for the Participant in accordance with Section 7.1.

**2.2 Affiliate.** “Affiliate” means any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) that includes the Company and any trade or business (whether or not incorporated) that is under common control (as defined in Code Section 414(c)) with the Company, except in making any such determination, fifty percent (50%) shall be substituted for eighty percent (80%) under the definition of "controlled group of corporations" and "common control."

**2.3 Annual Incentive Compensation.** “Annual Incentive Compensation” means the gross annual bonus or other incentive compensation paid to the Participant during the applicable Plan Year or, if Participant was not a Participant for the full Plan Year, the portion of the Plan Year in which the Participant was a Participant, pursuant to the applicable Participating Employer’s annual bonus or incentive plan, policy or program, whether or not written, which is designated by the Plan Administrative Committee to be taken into account to determine the Employer Contribution to be credited to the Participant’s Account for the applicable Plan Year. Notwithstanding the foregoing, if the Annual Incentive Compensation relates to a Plan Year in which the Participant was not a Participant for the full Plan Year, the amount of the Participant’s Annual Incentive Compensation to be taken into account for the Plan Year in which it is paid will equal the Annual Incentive Compensation multiplied by a fraction, the numerator of which is the number of days in the Plan Year to which the Annual Incentive Compensation relates on which the Participant was a Participant in the Plan and the denominator of which is the number of days in such Plan Year.

**2.4 Base Salary.** “Base Salary” means, with respect to a Participant for a Plan Year, the Participant’s regular base salary or wages paid to the Participant during such Plan Year, or, if the Participant was not a Participant for the full Plan Year, the portion of the Plan Year in which the Participant was a Participant, including any amounts of such base salary or wages that the Participant may have elected to defer under a salary or wage reduction agreement and which are not includible in the Participant’s gross income under Code Sections 125, 132(f)(4), 401(k), 402(a)(8), 402(h) or 403(b), and excluding (whether or not includible in gross income) overtime pay, reimbursements or other expense allowances, moving expenses, bonuses, incentive compensation, equity-based compensation, deferred compensation, welfare benefits, fringe benefits, severance pay and other such amounts.

**2.5 Board.** “Board” means the Board of Directors of AGCO Corporation.

**2.6 Change in Control.** “Change in Control” means any one of the following (determined in accordance with Code Section 409A):

- (a) The date that any one person, or more than one person acting as a group, acquires (including through the formation of a group) ownership of stock of the Company that, together with stock held by such person or group, constitutes more than fifty percent (50%) of the total fair market value or total voting power of the stock of the Company (not including where any one person, or more than one person acting as a group, who is considered to own more than fifty percent (50%) of the total fair market value or total voting power of the stock of the Company, acquires additional stock).
- (b) The date that any one person, or more than one person acting as a group, acquires (or has acquired during the twelve (12)-month period ending on the date of the most recent acquisition by such person or persons) ownership of stock of the Company possessing thirty percent (30%) or more of the total voting power of the stock of the Company, or a majority of the members of the Board is replaced during any twelve (12)-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board (who are not affiliated with such replacement directors) prior to the date of the appointment or election of such new directors.
- (c) The date that any one person, or more than one person acting as a group, acquires (or has acquired during the twelve (12)-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total fair market value equal to or more than forty-percent (40%) of the total fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions unless the assets are transferred to (i) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect solely to its stock, (ii) an entity, fifty percent (50%) or more of the total value or voting power of which is owned, directly or indirectly by the Company, (iii) a person, or more than one person acting as a group, that owns, directly or indirectly, fifty percent (50%) or more of the total value or voting power of all of the outstanding stock of the Company, or (iv) an entity, at least fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by a person, or more than one person acting as a group, that owns directly or indirectly, fifty percent (50%) or more of the total value or voting power of all of the outstanding stock of the Company.

Notwithstanding any of the foregoing, however, in no event shall any transaction or event constitute a “Change in Control” for purposes of this Plan unless the transaction or event constitutes a change in ownership of the Company, a change in the effective control of the Company or a change in the ownership of a substantial portion of the Company’s assets, within the meaning of Section 409A of the Code.

**2.7 Code.** “Code” means the Internal Revenue Code of 1986, as amended from time to time. Any reference to a section of the Code includes any comparable section or sections of any future legislation that amends, supplements or supersedes that section.

**2.8 Company.** “Company” means AGCO Corporation or any successor company that adopts this Plan.

**2.9 Eligible Executive.** “Eligible Executive” means an employee of a Participating Employer who the Plan Administrative Committee determines meets the following requirements:

- (a) who is (i) employed by the Company or an Affiliate organized under the laws of the United States of America and working in the United States of America or (ii) employed by an Affiliate organized under the laws of a jurisdiction outside the United States of America but working in the United States of America on a global assignment and no longer participating in the person’s home country Company or Affiliate-sponsored retirement plan; and
- (b) whose position is at the Vice President, Senior Vice President or higher level; but excluding
- (c) any employee who is or was a Participant in the AGCO Corporation Executive Nonqualified Pension Plan as first effective in 2000 and as subsequently amended.

**2.10 Employer Contribution.** “Employer Contribution” means the contribution deemed credited to a Participant’s Account pursuant to Section 4.1.

**2.11 ERISA.** “ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time. Any reference to a section of ERISA includes any comparable section or sections of any future legislation that amends, supplements or supersedes that section.

**2.12 Participant.** “Participant” means an Eligible Executive who is designated by the Plan Administrative Committee to participate in the Plan.

**2.13 Participating Employer.** “Participating Employer” means the Company and any of its Affiliates whose Eligible Employees the Plan Administrative Committee designates for participation in the Plan, or any of their successors.

**2.14 Plan.** “Plan” means this AGCO Corporation Executive Nonqualified Defined Contribution Plan, as may be amended from time to time hereafter.

**2.15 Plan Administrative Committee.** “Plan Administrative Committee” means the Compensation Committee of the Board or such other committee appointed or designated by the Board to administer the Plan.

**2.16 Plan Compensation.** “Plan Compensation” means, with respect to each Participant, the sum of the Participant’s Base Salary and Annual Incentive Compensation for the applicable Plan

Year or, if the Participant was not a Participant for the full Plan Year, the portion of the Plan Year in which the Participant was a Participant.

**2.17 Plan Year.** “Plan Year” means the calendar year.

**2.18 Savings Plan Benefit.** “Savings Plan Benefit,” for each Plan Year, means the annual amount attributable to employer matching contributions that the Participant could have received for the Plan Year under the AGCO Corporation 401(k) Savings Plan, calculated as if the Participant had made the maximum elective deferrals permitted under the AGCO Corporation 401(k) Savings Plan (determined without regard to any required refund of elective deferrals required under Code Section 401(k)(3)) during the applicable Plan Year, provided the Participant was eligible to participate in the AGCO Corporation 401(k) Savings Plan for such Plan Year, regardless of whether or not the Participant actually received such matching contribution under the AGCO Corporation 401(k) Savings Plan. Notwithstanding the foregoing, if the Participant was not a Participant in the Plan for the full Plan Year, the Participant’s Savings Plan Benefit for that Plan Year will equal the Savings Plan Benefit as described herein multiplied by a fraction, the numerator of which is the number of days in the Plan Year on which the Participant was a Participant in the Plan and the denominator of which is the number of days in the Plan Year.

**2.19 Separation from Service or Separate from Service.** A Participant will be considered to Separate from Service if he or she dies, retires, or otherwise has a termination of employment with the Company and its Affiliates, where the facts and circumstances indicate that the Company and its Affiliates and the Participant reasonably anticipate that no further services will be performed after a certain date or that the level of services the Participant will perform after such date (whether as an employee or an independent contractor) will permanently decrease to less than fifty-percent (50%) of the average level of bona fide services performed (whether as an employee or an independent contractor) over the immediately preceding thirty-six (36)-month period (or the full period of service to the Company and its Affiliates if the Participant has been providing services to the Company and its Affiliates less than thirty-six (36) months), subject to the following:

- (a) For this purpose, the employment relationship is treated as continuing intact while the individual is on military leave, sick leave, or other bona fide leave of absence (such as temporary employment by the government) if the period of such leave does not exceed six (6) months, or, if longer, so long as the individual’s right to reemployment with the Company and its Affiliates is provided either by statute or by contract. If the period of leave exceeds six (6) months and the individual’s right to reemployment is not provided either by statute or by contract, the employment relationship is deemed to terminate on the first date immediately following such six (6)-month period.
- (b) The determination of whether a Participant has separated from service shall be determined based on the facts and circumstances in accordance with the rules set forth in Code Section 409A and the regulations thereunder.

**2.20 Totally Disabled or Total Disability.** A Participant shall be considered to be “Totally Disabled” if he or she meets any one of the following requirements:

- (a) The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months.
- (b) The Participant is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of a Participating Employer.
- (c) The Participant is determined to be totally disabled by the Social Security Administration.
- (d) The Participant is determined to be totally disabled under any disability program covering employees of the Participating Employer (including the Participant), provided the definition of total disability under such program complies with any of the definitions under (a), (b) or (c) above.

**2.21 Valuation Date.** “Valuation Date” means each business day the financial markets are open, unless the deemed underlying investment requires a less frequent valuation.

**2.22 Other Definitions.** In addition to the terms defined in this Section 2, other terms are defined when first used in Sections of this Plan.

**SECTION 3**  
***Eligibility and Participation***

**3.1 Eligible Executives.** Only Eligible Executives of a Participating Employer shall be eligible to participate in the Plan. Participation is limited to a select group of management or highly compensated employees of the Company and its Affiliates.

**3.2 Participation.**

- (a) An Eligible Executive shall become a Participant in the Plan as of the date designated by the Plan Administrative Committee.
- (b) An Eligible Executive shall only be a Participant under this Plan while he or she is employed by a Participating Employer and qualifies as an Eligible Executive. If an employee subsequently ceases to be an Eligible Executive after becoming a Participant, he or she shall remain a Participant under the Plan only to the extent of any existing Account balance but shall receive no further Employer Contributions. By way of example and not of limitation, if an Eligible Executive terminates employment with the Company and its Affiliates but continues to provide services as a consultant or other independent contractor, that individual is no longer an Eligible Executive and will remain a Participant only to the extent of any existing Account balance but shall receive no further Employer Contributions. Under the foregoing circumstances, however, payment of the Participant's Account may only commence on a Separation from Service. If such individual again becomes an Eligible Executive, he or she will only again become a Participant as of the date designated by the Plan Administrative Committee.
- (c) An Eligible Executive who incurs a Separation from Service but is subsequently re-hired will only become a Participant upon re-hire if again designated by the Plan Administrative Committee. Notwithstanding the foregoing, the payment of the Participant's Account will continue as set forth herein upon a Separation from Service even if the Participant is re-hired and again commences participation in the Plan.
- (d) Notwithstanding the foregoing, the Plan Administrative Committee may remove a Participant from participation in the Plan on a prospective basis, such that no further Employer Contributions will be credited to the Participant's Account, and the Participant shall remain a Participant under the Plan only to the extent of any existing Account balance.



**SECTION 4**  
***Employer Contributions***

**4.1 Employer Contribution.**

- (a) No Participant may contribute or defer any amounts to the Plan.
- (b) Except as set forth below, for each Plan Year, the Participating Employer shall credit to the Account of each Participant employed by that Participating Employer with an Employer Contribution, no later than thirty (30) days after the end of the Plan Year, in the following amounts:
  - (i) for Participants at the Vice President level, the amount equal to (A) eight percent (8%) (or such greater percentage as the Plan Administrative Committee may designate) of the Participant's Plan Compensation for the Plan Year or, if the Participant was not a Participant for the full Plan Year, the portion thereof in which the Participant was a Participant in the Plan, minus (B) the Participant's Savings Plan Benefit for the Plan Year; and
  - (ii) for Participants at the Senior Vice President level or greater, the amount equal to (A) ten percent (10%) (or such greater percentage as the Plan Administrative Committee may designate) of the Participant's Plan Compensation for the Plan Year or, if the Participant was not a Participant for the full Plan Year, the portion thereof in which the Participant was a Participant in the Plan, minus (B) the Participant's Savings Plan Benefit for the Plan Year.

For a Participant whose position changes during the Plan Year, whether from Vice President to Senior Vice President or greater or from Senior Vice President or greater to Vice President, the Employer Contribution for such Participant will be calculated separately for the portions of the Plan Year during which the Participant was entitled to different levels of an Employer Contribution, and the Participant's Employer Contribution for the Plan Year will be the sum of the Employer Contributions calculated for each respective portion of the Plan Year.

- (c) Notwithstanding the foregoing, the Plan Administrative Committee may elect to not make an Employer Contribution to a Participant's Account for the applicable Plan Year or may reduce the amount of such Employer Contribution for the applicable Plan Year, provided the Plan Administrative Committee exercises such discretion, prior to the beginning of the applicable Plan Year, with respect to all of the Participants within the class of Eligible Executives to which the Plan Administrative Committee intends to exercise such discretion and then notifies the Participants no later than thirty (30) days thereafter that no such Employer Contributions, or a reduced level of Employer Contributions, will be made for the applicable Plan Year.

- (d) The Plan Administrative Committee also may elect to credit a Participant's Account with additional Employer Contributions, as the Plan Administrative Committee may elect, and such additional Employer Contributions need not be made to other Participants. No Participant shall have any right to receive any additional Employer Contributions under this Section 4.1(d).
- (e) The Participant's Employer Contribution will be credited to the Participant's Account as of the last Valuation Date of the Plan Year to which the Employer Contribution relates.

#### **4.2 Vesting of Employer Contribution.**

- (a) Except as otherwise provided in Section 4.2(b) below or otherwise specified by the Participating Employer at the time of credit to the Account of the Participant, the Employer Contributions credited to a Participant's Account shall be vested in full on and after the time the Participant has been a Participant in the Plan and eligible to be credited Employer Contributions from the first day of Participant's participation in the Plan through the fifth (5<sup>th</sup>) anniversary of such date.
- (b) Notwithstanding the foregoing vesting schedule:
  - (i) the Participating Employer may specify a different vesting schedule for an Employer Contribution for any particular Plan Year than described above or provide that the Employer Contribution for any particular Plan Year is fully vested at the time credited to the Account of the Participant; and
  - (ii) the balance credited to a Participant's Account shall become fully vested if the Participant remains continuously employed by a Participating Employer and a Participant in the Plan eligible to be credited Employer Contributions, until his or her death, Total Disability, or the occurrence of a Change in Control.

**4.3 Forfeiture.** A Participant's unvested Account balance shall be forfeited upon the occurrence of the payment event related to the Participant's Account or at the time the Participant's Account can no longer become vested under any circumstances.

## SECTION 5

### *Account(s)*

**5.1 Participant's Account(s).** The Company shall establish and maintain a separate bookkeeping account (and/or sub-accounts) in the name of each Participant. Such account (or sub-accounts) shall be credited or charged with (a) Employer Contributions credited to such Account (or sub-accounts); (b) income, gains, losses, and expenses of investments deemed held in such Account (or sub-accounts); and (c) distributions from such Account (or sub-accounts).

**5.2 Investment of Accounts.**

(a) The amount credited to a Participant's Account (or sub-accounts) shall be deemed to earn a rate of return equal to the 10 (ten) year Treasury Constant Maturity rate for US Treasury 10 (ten) Year Notes, or such other deemed rate of return as the Plan Administrative Committee may establish from time to time on a going-forward basis, set annually on the last business day of the calendar year. The rate of return amount is credited to the Account (or sub-account) monthly as of the last calendar day of each calendar month until the date of, or immediately preceding the date of, payment of the Account (or sub-account).

(b) The Participant's Account(s) (or sub-accounts) shall be credited with earnings and charged with losses, expenses and distributions, at the times the Plan Administrative Committee shall designate (but no less frequently than monthly and through the day of the calendar month immediately preceding the date of payment of the Account (or sub-accounts)). Investment returns deemed earned on the Participant's Account(s) shall be paid to the Participant at the same time and in the same manner as the Account itself.

**SECTION 6**  
***Distribution of Account(s)***

**6.1 Distribution Upon Separation from Service.**

- (a) Time and/or Form of Payment. Except as otherwise set forth below, payment of a Participant's vested Account(s) will be made in a single lump sum on the first day of the seventh (7<sup>th</sup>) calendar month following the Participant's Separation from Service.
- (b) Amount of Payment. The amount of the lump sum payment will be equal to the value of Participant's vested Account(s) as of the Valuation Date immediately preceding the date of payment.

**6.2 Death.**

- (a) In the event that a Participant Separates from Service by reason of his or her death, or dies after his or her Separation from Service and prior to receiving payment of his or her Account(s), the balance credited to his or her vested Account(s) will be distributed to the Participant's designated beneficiary at the time and in the form set forth above.

**6.3 Distribution Upon Change in Control.** Notwithstanding the foregoing, the balance of the Participant's vested Account(s) will be paid upon the occurrence of a Change in Control, in a single lump sum payment within sixty (60) days after the Change in Control. The amount of the lump sum payment will be equal to the value of the Participant's Account as of the Valuation Date immediately preceding the date of the Change in Control.

**6.4 Designated Beneficiary.**

- (a) The Participant may name a beneficiary or beneficiaries to receive the balance of the Participant's Account in the event of the Participant's death prior to the payment of the Participant's Account. To be effective, any beneficiary designation must be filed in writing with the Plan Administrative Committee in accordance with rules and procedures adopted by the Plan Administrative Committee for that purpose.
- (b) A Participant may revoke an existing beneficiary designation by filing another written beneficiary designation with the Plan Administrative Committee. The latest beneficiary designation received by the Plan Administrative Committee shall be controlling; provided, however, that no designation, or change or revocation thereof, shall be effective unless received by the Plan Administrative Committee prior to the Participant's death.
- (c) If no beneficiary is named by a Participant, or if the Participant survives all of the Participant's named beneficiaries and does not designate another beneficiary, the Participant's Account shall be paid in the following order of precedence:

- (i) The Participant's spouse;
- (ii) The Participant's children (including adopted children) per stirpes; or
- (iii) The Participant's estate.

**6.5 Cash Payments.** Payment of the Participant's vested Account(s) will be made in cash subject to applicable tax withholdings.

**SECTION 7**  
***Forfeiture of Benefits***

**7.1 Forfeiture of Account.** Notwithstanding anything in this Plan to the contrary, if the Plan Administrative Committee, in its sole discretion, determines that

- (a) the Participant's employment with the Participating Employer has been terminated for Cause; or
- (b) if at any time prior to payment, the Participant has breached any of his or her post-employment obligations, including, but not limited to, any restrictive covenants or obligations under any agreement and general release,

then the Plan Administrative Committee may cause the balance of the Participant's Account (whether vested or otherwise) to be forfeited and discontinued without any payment to the Participant or Participant's beneficiary.

**7.2 Definition of Cause.** "Cause" has the same meaning as defined in any employment, service or similar agreement between the Company or an Affiliate and the Participant, except if no such agreement exists, or the agreement does not contain any such term or similar concept, Cause means the Participant's fraud, dishonesty, or willful violation of any law or significant policy of the Participating Employer that is committed in connection with the Participant's employment by or association with the Company or Affiliate. Whether a Participant has been terminated for Cause shall be determined by the Plan Administrative Committee in its sole discretion, which shall be binding and conclusive on all parties.

Regardless of whether a Participant's employment initially was considered to be terminated (whether by the Participating Employer or the Participant) for any reason other than Cause, the Participant's employment will be considered to have been terminated for Cause for purposes of this Plan if the Plan Administrative Committee subsequently determines that the Participant engaged in an act constituting Cause.

**7.3 Binding Decision.** The decision of the Plan Administrative Committee to forfeit the Participant's Account(s) shall be final. The omission or failure of the Plan Administrative Committee to exercise this right at any time shall not be deemed a waiver of its right to exercise such right in the future. The exercise of discretion will not create a precedent in any future cases.

**SECTION 8**  
***Claims Procedures***

**8.1 Initial Filing.** All claims for benefits under the Plan shall be submitted, in writing, to the Plan Administrative Committee on forms prescribed by the Plan Administrative Committee and must be signed by the Participant or, in the case of a death benefit, by Participant's Beneficiary or legal representative. Any Participant or Beneficiary who disputes the amount of his or her entitlement to Plan benefits must file a claim in writing within one hundred eighty (180) days of the date the payment is due. Failure by the Participant or Beneficiary to submit such claim within such time periods shall bar the Participant or Beneficiary from any claim for benefits under the Plan as the result of the occurrence of such event or the failure to make such payment. In no event shall the Participant or other claimant be entitled to challenge a decision of the Plan Administrative Committee with respect to a claim unless and until the claims procedures herein have been complied with and exhausted. Each claim shall be approved or disapproved by the Plan Administrative Committee within ninety (90) days of the Plan Administrative Committee's receipt of each such claim. However, if special circumstances require an extension of time for the Plan Administrative Committee to process the claim, the ninety (90) day period may be extended for an additional ninety (90) days. Prior to the termination of the initial ninety (90) day period, the Plan Administrative Committee shall provide the claimant with a written notice setting forth the reason for the extension. The notice shall indicate the special circumstance requiring the extension of time and the date by which the Plan Administrative Committee expects to render the benefit determination.

**8.2 Notice on Denial.** In the event any claim (or benefit) is denied in whole or in part, the Plan Administrative Committee shall, within the time period described in Section 8.1 above, notify the claimant in writing of such denial and of the claimant's right to a review by the Plan Administrative Committee and shall set forth, in a manner calculated to be understood by the claimant, specific reasons for such denial; including specific references to the Plan provisions on which the denial is based; descriptions of, and reasons for, any material or information necessary for the claimant to perfect his claim for review; and an explanation of the Plan's review procedure and time limits applicable to such procedures, including the claimant's right to bring civil action following an adverse benefit determination on review.

**8.3 Appeal Rights.** Any person whose application is denied in whole or in part may appeal to the Plan Administrative Committee for a review of such denial. Such appeal shall be made by submitting to the Plan Administrative Committee, within sixty (60) days of the receipt of initial denial, a written statement requesting a review of such denial and setting forth the grounds on which such appeal is made and any issues or comments which the claimant deems pertinent to his application. The claimant shall have the opportunity to submit written comments, documents and records relating to the claim and shall have reasonable access to and copies of documents and records relevant to the claim, upon request and free of charge. The Plan Administrative Committee shall make an independent determination of the claimant's eligibility for benefits within sixty (60) days of such appeal and shall give written notice to the claimant of its determination on review within such time period. If there are special circumstances requiring an extension of time for processing, a decision shall be rendered within one hundred twenty (120) days after receipt of the request for review. If an extension of time is required, the Plan

Administrative Committee will provide the claimant with written notification of the special circumstances involved and the date by which the Plan Administrative Committee expects to render a final decision. The decision of the Plan Administrative Committee on any appeal for benefits shall be final and conclusive. If a claimant's request is wholly or partially denied on review, the Plan Administrative Committee must give written notice to the claimant that contains the specific reasons for the denial, the Plan provisions on which the denial is based, a description of the Plan's claim review procedures and the time limits applicable thereto, including the claimant's right to bring civil action.

**8.4 Disability Claim.** Notwithstanding the claims procedure set forth in Sections 8.1, 8.2 and 8.3 above, the following claims procedure shall apply for any claim based on a Disability.

- (a) **Initial Disability Claim Review.** If a Participant applies for a benefit under the Plan based on a Total Disability, and in the event a claim for benefits is wholly or partially denied by the Plan Administrative Committee, the Plan Administrative Committee shall, within a reasonable period of time, but no later than forty-five (45) days after receipt of the claim, notify the claimant in writing of the denial of the claim. This forty-five (45) day period may be extended up to thirty (30) days if such an extension is necessary due to matters beyond the control of the Plan, and the claimant is notified, prior to the expiration of the initial forty-five (45) day period, of the circumstances requiring the extension of time and the date by which the Plan Administrative Committee expects to render a decision. If, prior to the end of the first thirty (30) day extension period, the Plan Administrative Committee determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional thirty (30) days, provided that the Plan Administrative Committee notifies the claimant, prior to the expiration of the first thirty (30) days extension period, of the circumstances requiring the extension and the date as of which the Plan Administrative Committee expects to render a decision. In the case of any extension, the notice of extension also shall specifically explain the standards on which entitlement to a benefit upon Total Disability is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant shall be afforded at least forty-five (45) days within which to provide the specified information, if any.
- (b) **Denial of Disability Claim.** If the Plan Administrative Committee denies the claim for a Total Disability benefit in whole or in part, the claimant shall be provided with written notice of the denial stating the specific reason for the denial; reference to the specific Plan provisions on which the denial is based; a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and a description of the Plan's review procedures (as set forth below) and the time limits applicable to such procedures, including the claimant's right to bring civil action following an adverse benefit determination. If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion shall be provided to the claimant free of charge, or the claimant



shall be informed that such rule, guideline, protocol, or other criterion shall be provided free of charge upon request.

- (c) Appeal of Denied Disability Claim. If the claim for a Total Disability benefit is denied in full or in part, the claimant shall have the right to appeal the decision by sending a written request for review to the Plan Administrative Committee within one hundred eighty (180) days of his receipt of the claim denial notification. The claimant may submit written comments, documents, records, and other information relating to his or her claim for benefits. Upon request, the claimant shall be provided free of charge and reasonable access to, and copies of, all documents, records and other information relevant to his claim.
- (d) Review of Appealed Disability Claim. Upon receipt of the claimant's appeal of the denial of his claim, the Plan Administrative Committee shall conduct a review that takes into account all comments, documents, records, and other information submitted by the claimant or his authorized representative relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The review shall not afford deference to the initial benefit determination and shall be conducted by an individual who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual. The Plan Administrative Committee shall consult a medical professional who has appropriate training and experience in the field of medicine relating to the claimant's disability and who is neither consulted as part of the initial denial nor is the subordinate to such individual and shall identify the medical or vocational experts whose advice is obtained with respect to the initial benefit denial, without regard to whether the advice was relied upon in making the decisions. If a claim is denied due a medical judgment, the Plan Administrative Committee will consult with a healthcare professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The healthcare professional consulted will not be the same person consulted in connection with the initial benefit decision (nor be the subordinate of that person). The decision on review also will identify any medical or vocational experts who advised the Company's benefits department in connection with the original benefit decision, even if the advice was not relied upon in making the decision.
- (e) Timing of Review on Appeal. The Plan Administrative Committee shall notify the claimant of its determination on review within a reasonable period of time, but generally not later than forty-five (45) days after receipt of the request for review, unless the Plan Administrative Committee determines that special circumstances require an extension of time for processing the claim. If the Plan Administrative Committee determines that an extension of time for processing is required, written notice of the extension will be furnished to the claimant prior to the termination of the initial forty-five (45) day period. In no event shall such extension exceed a period of forty-five (45) days from the end of the initial period. The extension notice shall indicate the special circumstances requiring extension of time and the date by which the Plan Administrative Committee expects to render the determination on review.

- (f) **Denial on Appeal.** If the Plan Administrative Committee denies the claim on appeal, it shall notify the claimant in a manner to be understood by him of the specific reason or reasons for the adverse determination; reference to the specific Plan provisions on which the adverse determination is based; a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to his claim; and a statement indicating the claimant's right to file a lawsuit upon completion of the claims procedure process. If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion shall be provided free of charge, or the claimant may be informed that such rule, guideline, protocol, or other criterion shall be provided free of charge upon request.

**8.5 Time to File Suit.** The Participant or other claimant shall only have ninety (90) days from the date of receipt of the Plan Administrative Committee's final decision on review in which to file suit regarding a claim for benefits under the Plan. If suit is not filed within such ninety (90) days, it shall be forever barred. The parties, including the Participant, (i) agree that they will not file any action arising out of any claims under this Plan other than in the United States District Court for the Northern District of Georgia and (ii) consent to personal jurisdiction and venue solely within such forum and waive all possible objections hereto. The Plan Administrative Committee's decisions made hereunder shall be final and binding on all interested parties.

**SECTION 9**  
***Amendment or Termination of the Plan***

**9.1 Authority to Amend.** The Plan Administrative Committee may, in its sole discretion, terminate, suspend or amend this Plan at any time or from time to time, in whole or in part, with respect to any Participants or beneficiaries, whether or not payments have commenced to such Participants or beneficiaries. Notwithstanding the foregoing, no amendment, termination, or suspension of the Plan will affect a Participant's right to receive vested amounts previously credited under the Plan or fail to be in compliance with Section 409A of the Code.

**9.2 Termination of Plan.** In the event the Plan is terminated and liquidated in accordance with the requirements described in Treasury Regulation Section 1.409A-3(j)(4)(ix), the Plan Administrative Committee shall distribute the remaining amounts in Participants' Accounts at such times and in such ways as the Plan Administrative Committee, in its sole discretion, may deem appropriate and in compliance with Section 409A of the Code. Any such termination will be binding on all Participants and their beneficiaries, but in no event may such termination and liquidation reduce the amounts credited previously to the Participants' Accounts, and, if the Plan is terminated and liquidated, the Participants' Accounts will be vested in full (if not vested in full previously).

**SECTION 10**  
***Unfunded Plan; Change in Control***

**10.1 Unfunded Plan.** Nothing in this Plan shall be construed as giving any Participant, or his or her legal representative or designated beneficiary, any claim against any specific assets of the Company or any Affiliate or as imposing any trustee relationship upon the Company or any Affiliate in respect of the Participant. The Participating Employers shall not be required to segregate any assets in order to provide for the satisfaction of the obligations hereunder. Investments deemed held in the Accounts shall continue to be a part of the general funds of the applicable Participating Employers, and no individual or entity other than the Participating Employer shall have any interest whatsoever in such funds. If and to the extent that the Participant or his or her legal representative or designated beneficiary acquires a right to receive any payment pursuant to this Plan, such right shall be no greater than the right of an unsecured general creditor of the applicable Participating Employer.

**10.2 Rabbi Trust.** The Participating Employers may establish a trust (or trusts) for the purpose of providing funds for the payment of the amounts credited to Participants under the Plan subject to the following rules:

- (a) Such trust(s) shall be an irrevocable grantor trust containing provisions which are the same as, or are similar to, the provisions contained in the model “rabbi trust” set forth in Internal Revenue Service Revenue Procedure 92-64 (or any successor guidance issued by the IRS). The terms of the trust shall contain such provisions as may be necessary so that the Plan will be considered “unfunded” for purposes of ERISA and the Code.
- (b) The Participating Employers may make contributions to the trust(s) equal to the amount of the Employer Contributions following the date on which such contributions are credited to Participants’ Accounts. Notwithstanding the foregoing, however, no contributions may be made to any trust during any “restricted period” within the meaning of Section 409A(b)(3) of the Code.
- (c) The Participating Employers shall pay all costs relating to the establishment and maintenance of the trust(s) and the investment of funds held in such trust(s).
- (d) The assets and income of such trust shall be subject to the claims of the general creditors of the Participating Employers in the event of bankruptcy or insolvency. The establishment of such a trust shall not affect the Participating Employer’s liability to pay benefits hereunder except that any such liability shall be offset by any payments actually made to a Participant under such a trust. None of the assets of the trust may be restricted to pay benefits under the Plan in connection with any change in the financial health of the Participating Employer or within any time period prohibited by Section 409A(b)(3).

- (e) In the event such a trust is established, the amount to be contributed thereto shall be determined by the Participating Employer and the investment of such assets shall be made in accordance with the trust document.
- (f) Participants shall have no direct or secured claim in any asset of the trust or in specific assets of the Participating Employer and will have the status of general unsecured creditors of the Employer for any amounts due under this Plan.
- (g) All assets of the trust shall be held in the United States unless otherwise permitted under Code Section 409A(b).

**10.3 Change in Control.** Notwithstanding the foregoing, in the event of a Change in Control, if the Participating Employer previously established a trust (or trusts) prior to the Change in Control, and such trust (or trusts) remain in effect, the Participating Employers then shall, as soon as practicable, but in no event later than the date of the Change in Control, make an irrevocable contribution to the trust(s) established pursuant to Section 10.2 in an amount that is sufficient to pay the total amount credited to all Accounts under the Plan as of the date of the Change in Control with respect to which such trust (or trusts) were established.

**SECTION 11**  
***Miscellaneous Provisions***

**11.1 Acceleration or Delay of Payments Permitted Under Code Section 409A.**

- (a) Acceleration of Payments. The Plan Administrative Committee may, in its discretion, accelerate the payment of all or a portion of a Participant's vested Account prior to the time specified in this Plan to the extent such acceleration is permitted by Treasury Regulation Section 1.409A-3(j)(4). Such permitted accelerations shall include payments to comply with domestic relations orders, payments to comply with conflicts of interest laws, payment of employment taxes, payment upon income inclusion under Code Section 409A, and/or such other circumstances as are permitted by Section 409A and the Treasury Regulations thereunder.
- (b) Delay of Payments. The Plan Administrative Committee may, in its discretion, delay the payment of all or a portion of a Participant's Account in such circumstances as may be permitted under Code Section 409A provided the Participant consents to such further delay.

**11.2 Benefits Non-Assignable.** Benefits under the Plan may not be anticipated, assigned or alienated, and will not be subject to claims of a Participant's creditors by any process whatsoever, except as specifically provided in this Plan or by the Plan Administrative Committee in its sole discretion.

**11.3 Right to Withhold Taxes.** The Participating Employers shall have the right to withhold such amounts from any payment under this Plan, and from any payments of the Participant's Base Salary or Annual Incentive Compensation, as it determines necessary to fulfill any federal, state, or local wage or compensation withholding requirements relating to the Plan. Notwithstanding the foregoing, to the extent permitted by Section 409A of the Code, the Plan Administrative Committee may elect to withhold such amounts from Participant's Account(s) to pay any relevant employment taxes on any amounts deferred under the Plan and to pay required income tax withholding as the result of the payment of such employment taxes from the Participant's Account(s). However, the total payment taken from the Participant's Account(s) may not exceed the aggregate of the employment taxes and income tax withholding related to such employment taxes.

**11.4 No Right to Continued Employment.** Neither the Plan, nor any action taken under the Plan, shall confer upon any Participant any right to continuance of employment by the Company or any of its Affiliates nor shall it interfere in any way with the right of the Company or any of its Affiliates to terminate any Participant's employment at any time for any reason.

**11.5 Mental or Physical Incompetency.** If the Plan Administrative Committee determines that any person entitled to payments under the Plan is incompetent by reason of physical or mental disability, as established by a court of competent jurisdiction, the Plan Administrative

Committee may cause all payments thereafter becoming due to such person to be made to any other person for his or her benefit, without responsibility to follow the application of amounts so paid. Payments made pursuant to this Section shall completely discharge the Plan Administrative Committee and the Participating Employer.

**11.6 Unclaimed Benefit.** Each Participant shall keep the Plan Administrative Committee informed in writing of his or her current address and the current address of his or her beneficiary. The Plan Administrative Committee shall not be obligated to search for the whereabouts of any person. If the location of a Participant is not made known to the Plan Administrative Committee within three (3) years after the date on which payment of the Participant's Account may first be made, payment may be made as though the Participant had died at the end of the three (3) year period. If, within one additional year after such three (3) year period has elapsed, or, within three years after the actual death of a Participant, the Plan Administrative Committee is unable to locate any designated beneficiary of the Participant, then the Participating Employer shall have no further obligation to pay any benefit hereunder to such Participant or beneficiary or any other person and such benefit shall be irrevocably forfeited.

**11.7 Suspension of Payments.** If any controversy, doubt or disagreement should arise as to the person to whom any distribution or payment should be made, the Plan Administrative Committee, in its discretion, may, without any liability whatsoever, retain the funds involved or the sum in question pending settlement or resolution to the Plan Administrative Committee's satisfaction of the matter, or pending a final adjudication by a court of competent jurisdiction.

**11.8 Governing Laws.** The provisions of the Plan shall be construed, administered and enforced according to applicable Federal law and the laws of State of Georgia.

**11.9 Severability.** The provisions of the Plan are severable. If any provision of the Plan is deemed legally or factually invalid or unenforceable to any extent or in any application, then the remainder of the provision and the Plan, except to such extent or in such application, shall not be affected, and each and every provision of the Plan shall be valid and enforceable to the fullest extent and in the broadest application permitted by law.

**11.10 No Other Agreements or Understandings.** This Plan represents the sole agreement between the Participating Employers and Participants concerning its subject matter, and it supersedes all prior agreements, arrangements, understandings, warranties, representations, and statements between or among the parties concerning its subject matter.

**11.11 Section 409A of the Code.** The Company intends that the Plan comply with the requirements of Section 409A of the Code and shall be operated and interpreted consistent with that intent. Notwithstanding the foregoing, the Company makes no representation that the Plan complies with Section 409A of the Code and shall have no liability to any Participant, beneficiary or any other person for any failure to comply with Section 409A of the Code. This Plan shall constitute an "account balance plan" as defined in Treasury Regulation Section 31.3121(v)(2)-1(c)(1)(ii)(A). Additionally, notwithstanding any other provision of the Plan, if at any time when the Company has any stock publicly traded on an established securities market or

otherwise, a Participant who is a “specified employee” within the meaning of Section 409A of the Code would be entitled to a distribution under the Plan upon a Separation from Service, then any payment otherwise scheduled to be made in the six months after the date of Participant’s Separation from Service (or, if earlier, until the date of death of the Participant) shall be made in a lump sum on the first day of the seventh (7<sup>th</sup>) calendar month following the date of the Participant’s Separation from Service (or if earlier, the date of death of the Participant) to the extent required by Section 409A of the Code.

For purposes of the Plan, “specified employee” means a Participant who is (i) an officer of the Company or any Affiliate having annual compensation greater than \$135,000 (as adjusted for inflation after 2005), (ii) a five-percent owner of the Company or (iii) a one-percent owner of the Company having annual compensation greater than \$150,000. For purposes of this definition, no more than 50 employees (or, if lesser, the greater of 3 or 10 percent of the employees) shall be treated as officers. Participants who (i) normally work less than 17½ hours per week, (ii) normally work not more than six months during any year, (iii) have not attained age 21 or (iv) are included in a unit of employees covered by an agreement which the Secretary of Labor defines to be a collective bargaining agreement between employee representatives and the Company or any Affiliate (except as otherwise provided in the Code) shall be excluded for purposes of determining the number of officers. For purposes of the Plan, the term “five-percent owner” (“one-percent owner”) means any person who owns more than five percent (one percent) of the outstanding stock of the Company or stock possessing more than five percent (one percent) of the total combined voting power of all stock of the Company. For purposes of determining ownership, the attribution rules of Section 318 of the Code shall be applied by substituting “five percent” for “fifty percent” in Section 318(a)(2) of the Code and the rules of Sections 414(b), 414(c) and 414(m) of the Code shall not apply. For purposes of the definition, the term “compensation” has the meaning given such term by Section 414(q)(4) of the Code. The determination of whether a Participant is a specified employee will be based on the normal specified employee identification date of the Company, such that if the Participant satisfies the definition of a specified employee at any time during the 12-month period ending on the Company’s specified employee identification date, the Participant will be treated as a specified employee if he or she has a separation from service during the 12-month period beginning on the Company’s specified employee effective date. This definition is intended to comply with the “specified employee” rules of Section 409A of the Code and shall be interpreted accordingly.

**11.12 Receipt or Release.** Any payment to a Participant in accordance with the provisions of this Plan shall, to the extent thereof, be in full satisfaction of all claims against the Plan, the Plan Administrative Committee and the Participating Employer. The Plan Administrative Committee may require such Participant, as a condition precedent to such payment, to execute a receipt and release to such effect (provided that, to the extent the Participating Employer or the Plan Administrative Committee require a Participant to execute a release, the release requirement shall be structured in a manner that complies with Code Section 409A). Such release, with the period for revoking same having already expired, must be provided to the Participating Employer on or after, but no later than sixty (60) days following, the event causing the payment to become due. If the Plan Administrative Committee requires a release pursuant to this Section 11.12 and the sixty (60) day period to execute the release and allow for the period to revoke same to expire extends over two calendar years, the payment in all events shall occur and be treated as paid in



the later calendar year regardless of when the executed release is returned to the Plan Administrative Committee.

**IN WITNESS WHEREOF**, the Company has caused this Plan to be executed by its duly authorized officer on this the 10th day of December, 2015.

**AGCO CORPORATION**  
(the “Company”)

By: /s/ Roger N. Batkin

Title: Vice President and General Counsel

## Appendix A

### **General Plan Information**

(a) Plan Name

AGCO Corporation Executive Nonqualified Defined Contribution Plan

(b) Plan Sponsor

AGCO Corporation  
4205 River Green Parkway  
Duluth, Georgia 30096-2563  
(770) 813-9200

(c) Employer Identification Number (EIN)

58-1960019

(d) Plan Type

The Plan is a nonqualified defined contribution plan for the purpose of providing deferred compensation to a select group of management or highly compensated employees.

(e) Plan Administrator

Plan Administrator, the Compensation Committee of AGCO Corporation

c/o AGCO Corporation  
4205 River Green Parkway  
Duluth, Georgia 30096-2563  
(770) 813-9200

(f) Agent for Service of Legal Process

c/o AGCO Corporation  
4205 River Green Parkway  
Duluth, Georgia 30096-2563  
(770) 813-9200  
Attention: General Counsel

(g) Plan Year

The calendar year.

## **Appendix B**

### **ERISA Rights Statement**

As participant in this Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

- examine, without charge at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including collective bargaining agreements, and a copy of the latest Annual Report (Form 5500 series), if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (f/k/a the Pension Welfare Benefits Administration).
- obtain copies of all documents governing the operation of the Plan including collective bargaining agreements and copies of the latest Annual Report (Form 5500 series), if any, and an updated summary plan description, by making a written request to the Plan Administrator and paying a reasonable charge for the copies.
- receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant under the Plan with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in your interest and in the interest of the other Plan participants and beneficiaries.

No one, including your employer, your union, or any other person may fire you or otherwise discriminate against you, in any way solely to prevent you from getting a benefit or exercising your rights under ERISA. If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest Annual Report from the Plan and do not receive them within thirty (30) days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the documents and pay you up to \$110 a day until you receive them, unless they were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If your suit is successful, the court may order the person you have sued to pay costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## Employment Agreement

between

AGCO International GmbH, Victor von Bruns-Strasse 17, 8212 Neuhausen am Rheinfeld, Switzerland

**"Employer"**

and

Dr. Richard Robinson Smith, Leerbachstrasse 12a, 60322 Frankfurt am Main, Germany

**"Employee"**

collectively, the **"Parties"**  
and each individually, a **"Party"**

## Recitals

- A. AGCO International GmbH is a limited liability company, duly incorporated and existing under the laws of Switzerland (company number: CH-290.4.015.865-8; "**Employer**"). The Employer is a part of the AGCO-group of companies ("**Group**"), of which AGCO Corporation ("**AGCO**"), a Delaware company headquartered in Duluth, Georgia/USA, is the ultimate parent company and listed at the New York Stock Exchange (NYSE: AGCO).
- B. Dr. Richard Robinson Smith (aka Dr. Rob Smith), a citizen of Germany and the USA, born on 13 June 1965, is an executive with his ordinary residence currently in Germany ("**Employee**").
- C. Since the Employee shall be based in Switzerland, the Employer and the Employee desire to enter into this Swiss law governed employment agreement, to record the terms and conditions for the provision of advice and services by the Employee for and on behalf of the Employer and the Group within Switzerland and in certain countries of the world, upon the terms and conditions set forth herein.

Now, therefore, the Parties hereto agree on the terms and conditions of the Employee's employment and certain other matters as follows ("**Agreement**"):

### 1. Conditions of Effectiveness of the Agreement

- 1.1 This Agreement will only become effective and binding upon the Parties, if all of the following conditions precedent (qualifying as "*aufschiebende Bedingungen*" in the sense of Article 151 et seq. of the Swiss Code of Obligations) are satisfied in full:
- (i) The Employee obtains a valid residence permit and work permit, if required, for Switzerland allowing him to reside and to start working for Employer in Switzerland; and
  - (ii) the Employee is not or no longer bound by any obligations, legal or otherwise, towards his former employer or employers or other third parties, which would adversely affect the Employee's ability to provide his services under the Agreement.
- 1.2 The Employee, with the support of the Employer as may be required, shall apply for the necessary residence permit and work permit, if required, for the Employee; whereby the Employer does not represent or warrant the receipt or a specific time of receipt, if any, of such permit(s).
- 1.3 To the extent permitted by law, any liability of Employer is expressly excluded in case the conditions in Section 1.1 are not or not timely satisfied.

### 2. Commencement of Employment

- 2.1 Provided that the Agreement becomes effective pursuant to Section 1 hereof, the employment shall commence as soon as possible following 30 April 2013 ("**Commencement Date**").

2.2 Provided that the Agreement becomes effective pursuant to Section 1 hereof and in case the Employee will, for any reason, start to work for Employer only at a date after 02 May 2013, the Commencement Date shall be the first actual day of work of Employee.

### 3. Position, Place of Work

3.1 The Employee shall be appointed and employed by the Employer as of the Commencement Date, in the position of Senior Vice President and General Manager EAME and managing officer of Employer ("*Geschäftsführer*"). The Employee will report to Mr. Martin Richenhagen, Chairman, President and CEO of AGCO, or to those executive officers who are assigned to this position by the Board of Directors of AGCO from time to time. At all times during the term of this Agreement, the Employee shall perform those duties and exercise such powers which are from time to time assigned to or vested in the Employee by the Board of Directors of AGCO or the CEO of AGCO, the executive officer to whom the Employee reports or that are listed in the relevant work description or in internal regulations of the Employer.

3.2 During the term of employment the Employee shall, if so requested, and without additional compensation, accept appointment as a member of the board of directors or as a managing officer of the Employer and/or any of its subsidiary, sister, and parent companies and affiliates within the Group.

3.3 The Employee's principal place of work shall be at the Employer's offices or such other premises as the Employer may use from time to time. Notwithstanding the principal place of work, the Employee's duties require the Employee to regularly travel on business for the Employer and/or the Group to other locations both in Switzerland and abroad. Such travel may include, when reasonably required, weekends and public holidays without additional compensation or grant of extra time off.

### 4. Remuneration

4.1 The base salary shall be CHF 550,000.00 (five hundred fifty thousand Swiss Francs) gross p.a. (pro rata), payable by wire transfer and in Swiss Francs only, in 12 equal monthly installments one month in arrears on or around the last calendar day in the respective month ("**Base Salary**"). No adjustments to the Base Salary will be made for changes in exchange rates.

4.2 The Base Salary shall be the remuneration for regular working time, as is customary given the Employee's high-level management position, overtime ("*Überstunden*"), excess-overtime ("*Überzeit*"), and any other time used for service(s) rendered by the Employee for the Employer and/or the Group.

4.3 The Employer shall deduct from the Base Salary all social security charges, the pension plan contributions of the Employee pursuant to Section 12 and any other charges and/or taxes due under applicable law.



4.4 The Employer shall annually consider, for the first time as per 01 April 2014, performance based merit increases in the Base Salary. The performance based merit increase of the Base Salary will be at the sole discretion of the Employer in compliance with the Employer's and/or the Group's corporate governance and compensation guidelines and policies.

4.5 For the sake of clarity and subject to the applicable tax laws, the Employee's remuneration, short and long term incentive compensation ("*Gratifikation*"), and all other payments received by the Employee as per this Employment Agreement constitute income from Switzerland.

## 5. Incentive Compensation ("*Gratifikation*")

### 5.1 Short Term Incentive Compensation

5.1.1 Provided that the Employee has duly performed and continues to duly perform his obligations pursuant to this Agreement to the satisfaction of the Employer, the Employee shall be entitled to participate in the Employer's or the Group's Management Incentive Plan or similar ("**Plan**") at a target level of 90% of the Base Salary, subject to the terms and conditions of such Plan as communicated by Employer or any Plan administrator from time to time. The Employee acknowledges and agrees that the Employer or any Plan administrator may unilaterally amend or change the Plan from time to time or discontinue any Plan at any time, subject to the terms and conditions thereof. Any incentive or bonus payment (as a "*Gratifikation*" pursuant to Article 322d of the Swiss Code of Obligations) under such Plan shall be paid-out at such times as such payments are customarily made by the Employer or any Plan administrator. The Employer shall deduct from any incentive or bonus payment under such Plan the social security charges and any other charges and/or taxes due under applicable law.

5.1.2 As an exception to Section 5.1.1 and for the year 2013 only, a pro rata bonus payment as of the Commencement Date ("*Gratifikation*" pursuant to Article 322d of the Swiss Code of Obligations) at a target level of 90% of the Base Salary p.a. or actual attainment (if such attainment is greater than the target level) pursuant to the Incentive Compensation Plan 2013 is guaranteed to the Employee, provided that the Employee is still employed by the end of 2013 and neither the Employer nor the Employee has given notice before the end of 2013 pursuant to Section 15.1. For the avoidance of doubt and provided that a notice of termination of one Party pursuant to Section 15.1 has been received by the other Party before 01 January 2014, the Parties acknowledge and agree that no payment pursuant to this Section 5.1.2 is owed in case the Severance Payment pursuant to Section 17 should become due.

## 5.2 Long Term Incentive Compensation

5.2.1 Provided that the Employee has duly performed and continues to duly perform his obligations pursuant to this Agreement to the satisfaction of the Employer and in addition to the Employer's or the Group's Plan as per Section 5.1.1, the Employee shall be entitled to participate in the Employer's or the Group's Long Term Incentive Plan or similar ("**Long Term Plan**"), subject to the terms and conditions of such Long Term Plan as communicated by Employer or any Long Term Plan administrator from time to time. At present, the Long Term Plan is the AGCO Corporation 2006 Long-Term Incentive Plan (as restated and amended). The Employee acknowledges and agrees that the Employer or any Long Term Plan administrator may unilaterally amend or change the Long Term Plan from time to time or discontinue any Long Term Plan at any time, subject to the terms and conditions thereof. Any incentive or bonus payment (as a "*Gratifikation*" pursuant to Article 322d of the Swiss Code of Obligations) under such Long Term Plan shall be paid-out at such times as such payments are customarily made by the Employer or any Long Term Plan administrator under the Long Term Plan. The Employer shall deduct from any incentive or bonus payment under such Long Term Plan the social security charges and any other charges and/or taxes due under applicable law.

## 5.3 Pro rata grants under running performance cycles under the Long Term Plan

5.3.1 At present, but subject to the right of Employer or any Long Term Plan administrator to unilaterally amend, change or discontinue the Long Term Plan as per Section 5.2.1, the Employee shall receive either determined or determinable pro rata grants under running performance cycles, as outlined in the exhaustive list in Sections 5.3.3 through 5.3.5 hereof, under the different award types currently in place under the Long Term Plan. The current award types under the Long Term Plan are:

- (i) Performance Shares ("**PS**") Agreement with a performance period of three years;
- (ii) Stock Appreciation Rights ("**SARs**") Agreement with a performance period of four years;
- (iii) Margin Improvement Performance Share ("**MGIP**") Agreement with a performance period of approx. five years.

5.3.2 The currently running performance cycles for PS and SARs under the Long Term Plan are

- (i) the plan cycle 2011-2013 ("**2011 Cycle**"); and
- (ii) the plan cycle 2012-2014 ("**2012 Cycle**"); and
- (iii) the plan cycle 2013-2015 ("**2013 Cycle**").

The MGIP, under which PS may be earned, is a one-time, non-recurring element under the Longer Term Plan and, therefore, not part of a cycle.

5.3.3 Subject to Section 5.3.6, the Employee shall receive the following target number of PS, to be pro rated as of the Commencement Date, pursuant to the Performance Shares Agreements in place for other participants under the Long Term Plan:

- (i) 2011 Cycle: 10,100 PS (ten thousand one hundred PS); plus
- (ii) 2012 Cycle: 15,700 PS (fifteen thousand seven hundred PS); plus
- (iii) 2013 Cycle: 15,400 PS (fifteen thousand four hundred PS).

5.3.4 Subject to Section 5.3.6, the Employee shall receive the following, determined number of SARs pursuant to the Stock Appreciation Rights Agreements in place for other participants under the Long Term Plan:

- (i) 2011 Cycle: 2,494 SARs (two thousand four hundred ninety four SARs); plus
- (ii) 2012 Cycle: 7,733 SARs (seven thousand seven hundred thirty three SARs); plus
- (iii) 2012 Cycle: 11,800 SARs (twelve thousand eight hundred SARs).

5.3.5 Subject to Section 5.3.6, the Employee shall receive the following the following, determined target number of MGIP PS pursuant to the Margin Improvement Performance Share Agreements in place for other participants under the Long Term Plan:

- (i) 4,152 PS (four thousand one hundred fifty two PS).

5.3.6 The Employee acknowledges and agrees that all grants of PS, SARs and MGIP PS as per Sections 5.3.3 through 5.3.5 hereof are

- (i) subject to the approval by the AGCO Compensation Committee; and
- (ii) subject to the terms and conditions of the Long Term Plan and to the terms and conditions as provided for in the standard award agreements for the PS, the SARs and the MGIP.

5.3.7 By way of example, the following calculation explains the computation of a pro rata grant:

Assumed Commencement Date: 01 June 2013

2011 Cycle pro rata period for PS: 7/36

2011 Cycle target number of PS: 10,100 PS

Assumed goal achievement: 200%

PS award:  $10'100 \times 7/36 \times 2 = 3,928$  PS (rounded up)

## 5.4 Other Extraordinary Payments

5.4.1 Save for Sections 5.1.1 through 5.3.7 above and unless otherwise expressly agreed upon in writing, the payment of any other gratuities, bonuses, profit shares, premiums or other extraordinary payments will be on a purely voluntary basis and subject to the provision that even repeated payments without the explicit repetition of such

reservation shall and will not create any claim for the Employee, either in respect to their cause or their amount, either for the past or for the future.

## **6. Expenses**

The Employer will reimburse the Employee for all expenses, such as air travel, rental car, hotel accommodation costs etc., and other business related costs, provided that they were reasonably incurred by the Employee when promoting the business of the Employer and in performing services hereunder and are accounted for in accordance with the policies and procedures established by the Employer from time to time.

## **7. Company Car**

7.1 The Employer will grant to the Employee a company car for business and private use for the Senior Vice President Level with all expenses paid (i.e., including insurance premiums, fees, spare parts, maintenance, repairs and fuel). The Employee acknowledges and agrees that he shall be fully responsible for his share of any social security charges and any other charges and/or taxes due under applicable law resulting from the benefit of the private use of the company car and that the Employer shall deduct the social security charges and any other charges and/or taxes due under applicable law in relation to the private use of the company car from Employee's Base Salary.

7.2 The Employee confirms and warrants that Employee will fully comply with any restrictions of use and other regulations as per the leasing agreement (e.g., as to additional drivers) between the Employer and the lessor. A copy of the leasing agreement will be handed over to the Employee as soon as available.

## **8. Housing Costs / Travel to Secondary Residence**

8.1 The Employer will reimburse the Employee the reasonable costs for temporary living in Switzerland for a 60-day-period (maximum). The Employee acknowledges and agrees that he shall be fully responsible for his share of any social security charges and any other charges and/or taxes due under applicable law in relation to the reimbursement of such costs for temporary living and that the Employer shall deduct the social security charges and any other charges and/or taxes due under applicable law in relation to the reimbursement of such costs for temporary living from Employee's Base Salary.

8.2 The Employer will reimburse the reasonable housing costs for a primary residence of the Employee in Switzerland. The Employee acknowledges and agrees that he shall be fully responsible for his share of any social security charges and any other charges and/or taxes due under applicable law in relation to such reasonable housing costs and that the Employer shall deduct the social security charges and any other charges and/or taxes due under applicable law in relation to the reasonable housing costs for a primary residence from Employee's Base Salary.

8.3 The Employer will provide reimbursement of the reasonable costs for travel to the secondary residence of Employee in Germany, if any. The travel to the secondary residence in Germany should be planned in conjunction with business trips when possible. The Employee acknowledges and agrees that he shall be fully responsible for his share of any social security charges and any other charges and/or taxes due under applicable law in relation to the reimbursement of such costs for travel to his secondary residence in Germany and that the Employer shall deduct the social security charges and any other charges and/or taxes due under applicable law in relation to the reimbursement of such costs for travel to his secondary residence in Germany from Employee's Base Salary.

## **9. Hours of Work**

The hours of work are such as may be required for the proper performance of the Employee's duties, normally between 8 a.m. and 6 p.m. (excluding breaks), and at such other times as may be appropriate without any additional remuneration or the grant of extra time off or other compensation.

## **10. Employee's General Obligations**

10.1 The Employee shall faithfully and diligently perform his tasks, in compliance with the instructions given to him by Mr. Martin Richenhagen, Chairman, President and CEO of AGCO, the Board of Directors of AGCO and/or the managing officer(s) of the Employer.

10.2 The Employee shall devote his full working time to the Employer and shall not undertake other professional activities, whether paid or unpaid, and/or accept other employments, positions, or any corporate function (e.g. board membership) during the term of this Agreement, except as provided for in this Agreement or as disclosed and accepted at the time this Agreement is entered into. The Employee must obtain the written approval of the Employer before acceptance of such position. The Employer is free to decline giving such written approval without an obligation to state reasons. The Employer is aware that the Employee is (i) a member of the board of directors of the Förderverein State International School Seeheim since 2005, (ii) a member of the dean's advisory board of WHU Graduate School of Management since 2008, (iii) a member of the board of directors of the American Chamber of Commerce in Germany from 2003-2005 and again since 2010, and (iv) the president of the advisory council, USO Rhein Main area since 2012. The Employer approves these activities of Employee.

10.3 Before accepting any political office or engaging in any other activity in the public interest (e.g., charity work), the Employee must seek the opinion of the Employer.

## **11. Incapacity to Work (Sick Pay / Pay in case of Accident)**

11.1 Should the Employee be incapacitated due to illness, accident or the like to perform his duties under this Agreement, the Employee shall notify the Employer immediately and shall provide a medical certificate evidencing such incapacity. The Employer

reserves the right to require the Employee, at any time, to undergo a medical examination conducted by the Employer's medical doctor, at the Employer's expense, and to provide a medical certificate. The Employee hereby authorizes such medical doctor to disclose and discuss with the Employer the results of its examination relating to the Employee's incapacity to work.

- 11.2 During absence from work due to illness, accident or the like, the Employee shall be paid in accordance with the regulations as per the sick pay insurance and/or accident insurance in place.
- 11.3 The Employer will pay the full insurance premiums for sick pay coverage and accident insurance premiums for occupational and non-occupational accident.

## **12. Pension and Capital Plan (2nd Pillar / "BVG")**

### **12.1 Pension Plan for Base Salary**

- 12.1.1 The Employee is required to join the pension plan of the Employer. Affiliation, membership and coverage are governed by the relevant regulations, a copy of which will be handed over to the Employee.
- 12.1.2 The Employer and the Employee shall pay the contributions to the pension plan for the Base Salary pursuant to the choice of Employee as per the form outlining the options for the employee retirement credits. As per Section 4.3 hereof, the Employer's contributions will be deducted from the monthly salary payment.
- 12.1.3 The Employee shall be vested in the Employer's pension plan as of the Commencement Date (e.g., for vested benefits transferred to the pension fund), subject to the relevant pension plan regulations.

### **12.2 Capital Plan for Incentive or Bonus Payments**

- 12.2.1 Incentive or bonus payments in cash, if any, will be covered under an additional capital plan ("**Capital Plan**"), subject to the Capital Plan. A copy of the Capital Plan will be handed over to the Employee.
- 12.2.2 The Employer will pay the full contributions for the pension portion under the Capital Plan. The Employee will pay the full contributions for the disability and the survivor benefits under the Capital Plan. As per Section 4.3 hereof, the Employee's contributions will be deducted from the monthly salary payment.
- 12.2.3 Under the Capital Plan, the contributions will be transferred to the provider of the Capital Plan. For the purpose of this Section 12.2.3, however, the accumulated account balance (with returns) of the Employee under the Capital Plan shall vest over 10 years at 1/10<sup>th</sup> per year of service (pro rata). The accumulated account balance (with returns) will be fully vested in the calendar month, in which the Employee reaches the 58<sup>th</sup> year of one's life; i.e., in June 2023 at the earliest or at such later date depending on the Commencement Date. Provided that, the Employee should

ordinarily terminate the Agreement pursuant to Section 15.1 with an effective date prior to the end of the calendar month, in which the Employee reaches the 58<sup>th</sup> year of one's life, or provided that the Employer should terminate the Agreement for just cause ("*wichtige Gründe*") pursuant to Article 337 Swiss Code of Obligations, the Employee is obligated to pay the Employer a sum in the amount of the non-vested portion of the accumulated account balance under the Capital Plan (with returns) as per the effective termination date of this Agreement. If the Employee owes such sum to the Employer, such sum will be due and payable as of the effective date of the termination. For the avoidance of doubt, the Employee is under no obligation to pay such sum if the Employer should ordinarily terminate the Agreement pursuant to Section 15.1 with an effective date prior to the end of the calendar month, in which the Employee reaches the 58<sup>th</sup> year of one's life, or if the Employee should terminate the Agreement for just cause ("*wichtige Gründe*") pursuant to Article 337 Swiss Code of Obligations.

12.2.4 For the avoidance of doubt and provided that the Employee is still employed on the date a Change in Control (as defined in Section 16.1) in and limited to AGCO occurs, the Employee is under no obligation to pay a sum under Section 12.2.3 and shall, irrespective of Section 12.2.3, become fully vested in the amount of the accumulated account balance under the Capital Plan (with returns) as of the date a Change in Control (as defined Section 16.1) in and limited to AGCO occurs. Amounts accumulated after the date a Change in Control (as defined in Section 16.1) in and limited to AGCO occurs will vest immediately; i.e., upon payment of the contribution.

### **13. Health Insurance ("KVG"), Travel Insurance**

13.1 The Employee is eligible to enroll in the Employer's health insurance plan, subject to the terms and conditions thereof. The Employer will, on a monthly basis, reimburse to the Employee the health insurance premiums of the Employee and his family (limited to his spouse or partner and his children) under a Swiss health insurance scheme. The Employee acknowledges and agrees that he shall be fully responsible for his share of any social security charges and any other charges and/or taxes due under applicable law in relation to the reimbursement of such health insurance premiums and that the Employer shall deduct the social security charges and any other charges and/or taxes due under applicable law in relation to the reimbursement of such health insurance premiums from Employee's Base Salary.

13.2 In view of Section 3.3, Employer undertakes, at the Employer's expense and for the benefit of the Employee, to take out travel insurance with USD 1 million accident coverage, subject to the terms and conditions of such travel insurance policy.

13.3 Should the Employee, subject to the approval of the competent Swiss authorities (if required), choose to maintain his family's longstanding and portable global health insurance policies with DKV Deutsche Krankenversicherung AG, the Employer will reimburse the Employee for 50% of the health insurance premiums associated with these policies as per Section 13.1. To convert the premiums in a foreign currency into Swiss Francs, the same exchange rate shall be used for an entire calendar year. For the

year 2013, this exchange rate shall be the yearly average of the average bid interbank exchange rate for the year prior to the Commencement Date. As of 2014, the yearly average of the average bid interbank exchange rate for the preceding calendar year shall be used for conversion purposes.

#### **14. Holidays**

- 14.1 In addition to the public holidays as applicable in the jurisdiction of the registered place of incorporation of the Employer, the Employee shall be entitled to 20 days of paid holidays p.a. (pro rata).
- 14.2 Holidays shall be taken at times agreed with the Employer. The Employee shall give sufficient notice of intention to take holidays to the Employer, of whom the written approval to the specific dates is required. At least two weeks (i.e., ten working days) of paid holidays per year of service shall be granted consecutively.
- 14.3 The Employer may require the Employee to take paid holidays at times designated by the Employer, provided that such paid holidays are announced at least 90 calendar days in advance.

#### **15. Term and Termination**

- 15.1 This Agreement shall run for an indefinite period of time. It may, by either Party, be terminated by the end of a calendar month giving six months prior written notice, such notice being effective as per the relevant date of the expiry of the notice period.
- 15.2 Notwithstanding Section 15.1, the Agreement will automatically lapse at the end of the calendar month, in which the Employee reaches the 65<sup>th</sup> year of one's life.

#### **16. Change in Control**

- 16.1 For the purpose of this Agreement, change in control ("**Change in Control**") means change in the ownership of AGCO, change in the effective control of AGCO or change in the ownership of a substantial portion of AGCO's assets, including each of the following (for the purpose of this Section 16, AGCO shall also include the Employer, except for a change of control within the AGCO group of companies):
- (i) change in the ownership of AGCO occurs on the date that any one person, or more than one person acting as a group, acquires ownership of stock of AGCO that, together with stock held by such person or group, possess more than fifty percent (50%) of the total fair market value or total voting power of the stock of AGCO (unless any one person, or more than one person acting as a group, who is considered to own more than fifty percent (50%) of the total fair market value or total voting power of the stock of AGCO, acquires additional stock); or
  - (ii) change in the effective control of AGCO is presumed (which presumption may be rebutted by the Compensation Committee of the board of AGCO) to occur on the date that either: any one person, or more than one person acting as a group, acquires (or has acquired during the 12 month period ending on the date



of the most recent acquisition by such person or persons) ownership of stock of AGCO possessing thirty percent (30%) or more of the total voting power of the stock of AGCO; or

- (iii) a majority of members of the board of AGCO is replaced during any 12 month period by directors whose appointment or election is not endorsed by a majority of the members of AGCO's board prior to the date of the appointment or election of such new directors; or
- (iv) a change in the ownership of a substantial portion of AGCO's assets occurs on the date that any one person, or more than one person acting as a group, acquires (or has acquired during the 12 month period ending on the date of the most recent acquisition by such person or persons) assets from AGCO that have a total fair market value equal to forty percent (40%) or more of the total fair market value of all of the assets of AGCO immediately prior to such acquisition or acquisitions unless the assets are transferred to: a stockholder of AGCO (immediately before the asset transfer) in exchange for or with respect to its stock; an entity, fifty percent (50%) or more of the total value or voting power of which is owned, directly or indirectly by AGCO; a person, or more than one person acting as a group, that owns, directly or indirectly, fifty percent (50%) or more of the total value or voting power of all of the outstanding stock of AGCO; or an entity, at least fifty percent (50%) of the total value or voting power is owned, directly or indirectly, by a person, or more than one person acting as a group, that owns directly or indirectly, fifty percent (50%) or more of the total value or voting power of all of the outstanding stock of AGCO.

16.2 During two years following a Change in Control (as defined in Section 16.1), the Employee's position (including offices, titles and reporting requirements), duties and responsibilities shall not be reduced without the prior written consent of the Employee. In addition, the Employee shall not be required to work at another principal place of work other than the principal place of work at which the Employee was based at the time of the Change in Control.

16.3 During two years following a Change in Control (as defined in Section 16.1), the Employee's compensation, including Base Salary, incentive or bonus compensation opportunity, pension and other benefits shall not be reduced nor modified

## 17. Severance Payment

### 17.1 Severance Payment unrelated to a Change in Control

17.1.1 Subject to Section 17.3 and provided that the payment of a severance is, be it in whole or in part, permissible under any applicable law if and when due, the Employee shall be entitled to a severance payment ("**Severance Payment**") unrelated to a Change in Control (as defined in Section 16.1) in case the Employer, after the end of the first year of service, terminates the Agreement pursuant to Section 15.1 or in case the

Employee terminates the Agreement for Good Reason (as defined in Section 17.3.5). The Severance Payment consists of the following elements only:

- (i) a sum in the amount of the Base Salary for one year as per Section 4.1 at the rate in effect on the last day of the employment relationship; plus
- (ii) a sum in the amount of the pro rata portion of an incentive or bonus payment, to which the Employee would have been entitled for the year of termination or a longer relevant period of time had the Employee remained employed for the entire year or the longer relevant period time, subject to the terms of the relevant incentive plans and the agreements thereunder.

17.1.2 The Parties acknowledge and agree that the Severance Payment is an extraordinary payment, which, given its nature, is no part of the Employee's salary and is not pensionable. The Employer shall deduct from the Severance Payment the social security charges and any other charges and/or taxes due under applicable law.

17.1.3 The part of the Severance Payment in the amount of the Base Salary as per Section 17.1.1(i) will become due in three equal installments. The first installment will be due with the last salary payment prior to the lapse of the notice period, the second installment three months and the third installment six months after the last salary payment was due. The part of the Severance Payment in the amount of a pro rata portion of an incentive or bonus payment as per Section 17.1.1(ii) will become due at such time as such payments are customarily made by the Employer or any Plan administrator. At the Employer's sole discretion, Employer may, but must not, make early payments of any part of the Severance Payment with the effect of full discharge. In case of late payment of any part of the Severance Payment, no interest of any kind will accrue.

17.1.4 For the avoidance of doubt, no Severance Payment will be owed under this Section 17.1

- (i) if the Employer terminates the Employment for just cause ("*wichtige Gründe*") pursuant to Article 337 Swiss Code of Obligations; or
- (ii) if the Employee terminates the Agreement of his own free will as per Section 15.1 without Good Reason (as defined in Section 17.3.5); or
- (iii) if the Agreement lapses because the Employee reaches the 65<sup>th</sup> year of one's life as per Section 15.2.

## 17.2 Severance Payment in case of Change in Control

17.2.1 Subject to Section 17.3 and provided that the payment of a severance is, be it in whole or in part, permissible under any applicable law if and when due, the Employee shall be entitled to a severance payment in case the Employer, after the end of the first year of service, terminates the Agreement pursuant to Section 15.1 within two years after a Change in Control (as defined in Section 16.1) or in case the Employee terminates the Agreement for Good Reason (as defined in Section 17.3.5) within two years after a

Change in Control ("**Change in Control-Severance Payment**"). The Change in Control-Severance Payment consists of the following elements only:

- (i) a sum in the amount of two times the yearly Base Salary as per Section 4.1 at the rate in effect on the last day of the employment relationship; plus
- (ii) a sum in the amount of the pro rata portion of an incentive or bonus payment, to which the Employee would have been entitled for the year of termination or a longer relevant period of time had the Employee remained employed for the entire year or the longer relevant period time, subject to the terms of the relevant incentive plans and the agreements thereunder.
- (iii) a sum in the amount equal to the three year average of the awards received by the Employee during the prior two completed years and the current year's trend (based upon results through the month most recently complete prior to the termination, extrapolated for the complete year) multiplied by two.

Any payment due to the Employee with respect to Sections 17.2.1(ii) and 17.2.1(iii) that is calculated upon the Employer's or the Group's Plan shall be reduced by any similar amounts received by the Employee under such Plan.

17.2.2 In addition to the elements of the Change in Control-Severance Payment in Section 17.2.1, the Employer shall continue the Employee's group life insurance and group health coverage for a period of two years, subject to the same payments by the Employee that the Employee was required to make prior to termination. The Employer is entitled to modify life insurance and health benefits provided that such modifications are applicable to other similar employees of Employer. To the extent that coverage of the Employee after termination is no longer possible under the group life insurance and/or group health coverage, Employer shall pay the Employee, not less frequently than monthly, the reasonable cost that Employee must incur to obtain the same benefits or reasonably similar benefits otherwise.

17.2.3 The Parties acknowledge and agree that the Change in Control-Severance Payment is an extraordinary payment, which, given its nature, is no part of the Employee's salary and is not pensionable. The Employer shall deduct from the Change in Control-Severance Payment the social security charges and any other charges and/or taxes due under applicable law.

17.2.4 The Change in Control-Severance Payment as per Section 17.2.1 will become due with the end of the employment relationship and in all events within 30 days after the end of the employment relationship. In case of late payment of any part of the Change in Control-Severance Payment, no interest of any kind will accrue.

17.2.5 For the avoidance of doubt, no Change in Control-Severance Payment will be owed under this Section 17.2

- (i) if the Employer terminates the employment for just cause ("*wichtige Gründe*") pursuant to Article 337 Swiss Code of Obligations; or
- (ii) if the Employee terminates the Agreement of his own free will as per Section 15.1 without Good Reason (as defined in Section 17.3.5); or
- (iii) if the Agreement lapses because the Employee reaches the 65<sup>th</sup> year of one's life as per Section 15.2.

### **17.3 Restrictive Covenants applicable to Severance Payment and Change in Control-Severance Payment**

17.3.1 Notwithstanding Section 17.1 and/or Section 17.2, a Severance Payment under Section 17.1 or a Change in Control-Severance Payment under Section 17.2 is only owed, if, when due pursuant to Section 17.1 or 17.2, the payment of a Severance Payment or a Change in Control-Severance Payment (or any portion thereof) is not, be it in whole or in part, prohibited by any applicable law.

17.3.2 In case a Severance Payment under Section 17.1 should become due, the Employee is under no obligation to seek employment elsewhere. However, if the Employee will start other gainful employment or will provide remunerated, self-employed services within one year after the end of the employment relationship, the Employee must promptly notify the Employer. Any such earnings of the Employee for services provided within one year after the end of the employment relationship (after social security contributions, but pre-income tax and irrespective of the issue, if and when Employee receives actual payment) entitle the Employer to reduce any outstanding portion of the Severance Payment correspondingly or, as the case may be, obligate the Employer to reimburse the Employer.

17.3.3 In case a Change in Control-Severance Payment under Section 17.2 should become due, the Employee is required to mitigate the Change in Control-Severance Payment by seeking other gainful employment or by providing remunerated, self-employed services. The Employee must promptly notify the Employer in the event other employment is obtained or remunerated self-employed services are provided. Any such earnings of the Employee for services provided within one year after the end of the employment relationship (after social security contributions, but pre-income tax and irrespective of the issue, if and when Employee receives actual payment) entitle the Employer to reduce any outstanding portion of the Severance Payment correspondingly or, as the case may be, obligate the Employer to reimburse the Employer.

17.3.4 Without limiting any of the rights of Employer under Sections 0 through 23, the Employer may cease, upon written notification to the Employee, to make any further payments and to provide any other benefits under Sections 17.1 or 17.2 in the event the Employee breaches any of Employee's obligations under Sections 0 and/or 22.

17.3.5 For the purposes of this Section 17, the Employee shall have good reason ("**Good Reason**") to terminate his employment hereunder upon certain circumstances, including but not limited to

- (i) a substantial reduction in the Employee's aggregate Base Salary and annual incentive compensation taken as a whole, excluding any reductions caused by the performance of the Employer and/or AGCO or the Employee, including but not limited to, the failure by the Employer and/or AGCO to achieve performance targets established from time to time by the Board of Directors of AGCO and/or under the Incentive Plan or Long Term Incentive Plan or from below budget performance by the Employer and/or AGCO; or
- (ii) the Employer's failure to make payments of the Base Salary and incentive compensation, but only upon notice of such failure given by the Employee within 90 days of the initial existence of the failure and the subsequent failure of the Employer to cure the non-payment within thirty 30 days of such notice.

## **18. Death of Employee**

18.1 The Agreement will lapse upon the death of the Employee.

18.2 In case the death of the Employee occurs at a point in time, when neither Party has given notice of termination pursuant to Section 15.1, the Employer shall continue to pay, to the estate using the same wire transfer details, the Base Salary at the rate in effect on the day of death for the month, in which death occurred, plus for three additional months, even if the employment would have lapsed before under Section 15.2 at an earlier time and irrespective of any social security or life insurance payments. In addition, the Employer shall pay all incentive or bonus payments accrued or accruable through the end of the month in which the death occurred pursuant to the applicable terms and conditions for such incentive or bonus payments. The Base Salary payments under this Section 18.2 will become due on the days, in which the Base Salary payments would have been due if no death had occurred. Any incentive or bonus payments will become due at such times as such payments are customarily made by the Employer.

18.3 In case the death of the Employee occurs after Employee has terminated the Agreement pursuant to the Section 15.1, the Employer shall continue to pay, to the estate using the same wire transfer details, the Base Salary at the rate in effect on the day of death for the month, in which death occurred, plus for three additional months. No incentive or bonus payments will be owed. The Base Salary payments under this Section 18.3 will become due on the days, in which the Base Salary payments would have been due if no death had occurred.

## 19. Confidentiality

- 19.1 As used herein, "**Confidential Information**" shall include, but not be limited to, all technical, business and trade information of the Employer and/or any of its subsidiary, sister, and parent companies and affiliates of the Group, and of any third party (such as non-Group business partners), which is of a confidential, trade secret and/or proprietary character and which is either developed by the Employee (alone or with others) or to which the Employee has had access during his employment hereunder.
- 19.2 The Employee shall be prohibited at any time during the continuance of his employment hereunder or at any time thereafter to directly or indirectly disseminate, disclose, and/or use for his own purposes or for any purposes other than those of the Employer or the Group, or through any failure to exercise due care and diligence cause any unauthorized disclosure of, Confidential Information, except
- (i) as may be required by law;
  - (ii) in the proper performance of the Employee's duties; or
  - (iii) as authorized in writing by the Employer.
- 19.3 Upon termination of his employment hereunder (for whatever reason) and at any other time at the Employer's request the Employee is obligated, without retaining any copies or other record thereof, to deliver to the Employer or any person the Employer may nominate each and every document and all other material of whatever nature and in whatever form in the possession or under the control of the Employee containing or relating, directly or indirectly, to any Confidential Information.
- 19.4 The confidentiality undertaking set forth in this Section 0 shall cease to apply to any information which shall become available to the public generally otherwise than through the default of the Employee.

## 20. Intellectual Property

- 20.1 All intellectual property, including inventions and designs, and other proprietary work effort which the Employee either alone or in conjunction with others invents, conceives, makes or produces while employed by the Employer (whether during working hours or not) and which directly or indirectly:
- (i) relate to matters within the scope of the Employee's duties or field of responsibility; or
  - (ii) are based on the Employee's knowledge of the actual or anticipated business or interests of the Employer or any of the Group companies; or
  - (iii) are aided by the use of time, materials, facilities or information of the Employer or any of the Group companies
- and all legal rights therein shall be the sole and exclusive property of the Employer.
- 20.2 The Employee shall communicate promptly and confidentially in writing to those persons authorized for the purpose by the Board of Directors or other designated body

and to no other persons all such inventions, designs and work effort of a proprietary nature.

- 20.3 The Employer reserves the right to acquire any invention, design and proprietary work effort invented, conceived, made or produced by the Employee merely on occasion of his employment activity, but not during the performance of his contractual duties. The Employer shall inform the Employee in writing within six months upon receipt of the Employee's notice pursuant to Section 20.2 whether it wishes to acquire the rights to such invention, design, or proprietary work effort or whether such invention, design or proprietary work effort will be released to the Employee.
- 20.4 The Employee shall execute and perform at the expense of the Employer both during the continuance of his employment hereunder and at all times thereafter all such applications, assignments, documents, acts and things as may reasonably be required by the Employer for the purpose of obtaining and enforcing in such countries as the Employer may direct all necessary legal protection in respect of inventions, designs and other proprietary work effort owned by the Employer and for vesting the same in the Employer or as the Employer may direct.

## 21. Data Protection, Communication Infrastructure

- 21.1 With the execution of this Agreement, the Employee consents that the Employer may store, transfer, change and delete all personal data in connection with this employment relationship. In particular, the Employee consents to the transfer of personal data concerning the Employee by the Employer to an affiliated company of the Employer outside Switzerland also in case such affiliated company of the Employer should not be subject to data protection rules similar to the ones applicable in Switzerland.
- 21.2 The Employee is aware that this Agreement might, due to AGCO's listing at the NYSE, be filed with the U.S. Securities Exchange Commission or another competent body or bodies and expressly consents to any filing and/or disclosure of this Agreement, be it in whole or in part, as may be required by all relevant regulations, as amended from time to time, governing AGCO's listing at the NYSE.
- 21.3 The Employee shall comply with the Employer's policies and instructions regarding the use of the Employer's telephones and telefax, computers, e-mail system, internet services and software programs ("**Communication Infrastructure**"). The Employee shall at all times refrain from using the Communication Infrastructure for any excessively private or any inappropriate or illegal purpose. The Employee acknowledges and agrees that all activities on the Communication Infrastructure are automatically saved, and that the Employer has complete access to, and may, in order to verify compliance with the Employer's policies and instructions, monitor at any time the Employee's usage of the Communication Infrastructure, including but not limited to the review of all material and e-mail correspondence and the Employees' internet usage that is saved on or performed via the Communication Infrastructure.

## 22. Non-Competition, Non-Solicitation

- 22.1 The Employee shall not, for as long as the Employee remains an employee of the Employer and during a period of two years from the taking effect of the termination of this Agreement, alone, or jointly with, or as manager of, agent for, or employee of any person or as a shareholder directly or indirectly carry on or be engaged, concerned or interested in any business competitive to the business of the Group (i.e., the designing, manufacturing, marketing, distributing and the like of agricultural equipment) in all those countries where the Group conducts business (as per Exhibit A) and, if terminated, at the time of the termination of this Agreement or 12 months prior to such termination.
- 22.2 The Parties acknowledge and confirm that one twelfth (1/12) of the annual Base Salary is considered remuneration for the non-competition and non-solicitation undertakings of the Employee.
- 22.3 The Employee shall not, for as long as he remains an employee of the Employer and during a period of two years from the taking effect of the termination of this Agreement
- (i) solicit, induce or attempt to induce any person who is an employee of the Group to leave the Group or to engage in any business that competes with the Group; or
  - (ii) hire or assist in the hiring of any person who is an employee of the Group to work for any business that competes with the Group; or
  - (iii) solicit, induce or attempt to induce any person or company that is a customer of the Group to discontinue or modify its customer relationship with the Group.

## 23. Liquidated Damages, Remedies

- 23.1 For each violation of the covenants set forth in Sections 0 and/or 22, the Employee shall pay to the Employer an amount of CHF 100,000.00 (one hundred thousand Swiss Francs) as liquidated damages ("*Konventionalstrafe*") plus such additional damages as may be incurred by the Employer. The payment of this amount, or a multiple thereof, and of additional damages does not operate as a waiver of the obligations set forth in Sections 0 and/or 22.
- 23.2 In addition, the Employer is entitled to obtain a court order for specific performance, as well as adequate injunctive relief or any other judicial measure or remedy available, to immediately stop, prevent and/or prohibit any existing or future violation of the covenants as set forth in Sections 0 and/or 22.



## 24. General Provisions

- 24.1 Unless otherwise provided for in this Agreement, notices under this Agreement shall be in writing and shall be made to the following addresses:
- (i) in case of the Employer to:  
AGCO International GmbH  
Victor von Bruns-Strasse 17  
8212 Neuhausen am Rheinfeld / Switzerland  
Attention: Lucinda B. Smith
  - (ii) in case of the Employee to:  
Dr. Richard Robinson Smith  
Leerbachstr. 12a  
60322 Frankfurt am Main / Germany
- 24.2 Both Parties are required to inform the other Party of any address changes, in which case the new address(es) shall replace the address(es) given in Section 24.1.
- 24.3 This Agreement, to be executed in two original copies (one for Employer and one for Employee), its annexes, exhibits and the policies, rules, and/or regulations listed in Section 24.6 constitute the entire agreement and understanding among the Parties with respect to the employment of the Employee with the Employer, and shall supersede all prior oral and written agreements or understandings of the Parties relating hereto. Any representation or statement (in whatever form) made to the Employee in connection with the Employee's employment not incorporated in this Agreement or the policies, rules, and/or regulations listed in Section 24.6 shall not be valid and have no effect.
- 24.4 This Agreement, including this Section 24.4, may only be modified or amended by a document signed by the Parties. Any provision contained in this Agreement may only be waived by a document signed by the Party waiving such provision. No waiver of any violation or non-performance of this Agreement in one instance shall be deemed to be a waiver of any violation or non-performance in any other instance. To be valid, all waivers must be in writing.
- 24.5 If any provision of this Agreement is found by any competent authority to be void, in-valid or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force. In this event, the Agreement shall be construed, and, if necessary, amended in a way to give effect to, or to approximate, or to achieve a result which is as close as legally possible to the result intended by the provision hereof determined to be void, illegal or unenforceable.
- 24.6 The following policies, rules, and/or regulations, each as amended from time to time, shall be incorporated into this Agreement by reference, and the Employee acknowledges to have received a copy of, and hereby agrees to, all such policies, rules, and/or regulations:

- (a) Current Management Incentive Plan;
- (b) Current Long Term Incentive Plan;
- (c) Expense Reimbursement Policy;
- (d) Code of Ethics / Code of Conduct;
- (e) Current Sick Pay and Accident Insurance Coverage;
- (f) Current Pension Plan; Capital Plan;
- (g) Health Insurance Plan (if applicable);
- (h) Travel Insurance Plan.

## **25. Governing Law and Jurisdiction**

- 25.1 This Agreement, including the jurisdiction clause, shall be governed by, interpreted and construed in accordance with the substantive laws of Switzerland.
- 25.2 Exclusive jurisdiction for all disputes arising out of or in connection with this Agreement shall be with the ordinary courts at the registered place of incorporation of the Employer.

*[Signatures on the following page]*

\* \* \*

Duluth, GA USA, 16 April 2013

Place, Date

Frankfurt am Main, Germany, 18 April 2013

Place, Date

AGCO International GmbH

/s/ Lucinda B. Smith

Lucinda B. Smith

/s/ Richard Robinson Smith

Dr. Richard Robinson Smith

Senior Vice President,  
Global Business Services  
AGCO Corporation, USA  
based on the attached  
Power of Attorney of Employer

**Exhibit A (pursuant to Section 22.1)**

<b>CODE</b>	<b>COUNTRY</b>	<b>AGCO RECOGNISED DISTRIBUTION/REPRESENTATIVE</b>
AF	AFGHANISTAN	Y
AL	ALBANIA	Y
DZ	ALGERIA	Y
AO	ANGOLA	Y
AG	ANTIGUA AND BARBUDA	Y
AR	ARGENTINA	Y
AU	AUSTRALIA	Y
AT	AUSTRIA	Y
AY	AZORES	Y
BH	BAHRAIN	Y
BD	BANGLADESH	Y
BB	BARBADOS, WEST INDIES	Y
BE	BELGIUM	Y
BJ	BENIN	Y
BO	BOLIVIA	Y
BA	BOSNIA	Y
BR	BRAZIL	Y
BG	BULGARIA	Y
BI	BURUNDI	Y
CM	CAMEROON	Y
CA	CANADA	Y
CF	CENTRAL AFRICAN REPUBLIC	Y
CL	CHILE	Y
CN	CHINA	Y
CO	COLOMBIA	Y
CG	CONGO	Y
CD	CONGO, DEM REP	Y
CR	COSTA RICA	Y
HR	CROATIA	Y
CY	CYPRUS	Y
CZ	CZECH REPUBLIC	Y
DK	DENMARK	Y
DJ	DJIBOUTI	Y
EC	ECUADOR	Y
EG	EGYPT	Y
SV	EL SALVADOR	Y
EE	ESTONIA	Y
ET	ETHIOPIA	Y
FJ	FIJI	Y

<b>CODE</b>	<b>COUNTRY</b>	<b>AGCO RECOGNISED DISTRIBUTION/REPRESENTATIVE</b>
FI	FINLAND	Y
FR	FRANCE	Y
GF	FRENCH GUIANA	Y
PF	FRENCH POLYNESIA	Y
GA	GABON	Y
GM	GAMBIA	Y
GE	GEORGIA	Y
DE	GERMANY	Y
GH	GHANA	Y
GR	GREECE	Y
GP	GUADELOUPE	Y
GT	GUATEMALA	Y
GY	GUYANA	Y
HAT	HAITI	Y
HN	HONDURAS	Y
HK	HONG KONG	Y
HU	HUNGARY	Y
IR	I.R.O. IRAN	Y
IS	ICELAND	Y
IN	INDIA	Y
ID	INDONESIA	Y
IQ	IRAQ	Y
IE	IRELAND	Y
IL	ISRAEL	Y
IT	ITALY	Y
CI	IVORY COAST	Y
JM	JAMAICA, WEST INDIES	Y
JP	JAPAN	Y
JO	JORDAN	Y
KZ	KAZAKHSTAN	Y
KE	KENYA	Y
KW	KUWAIT	Y
LV	LATVIA	Y
LB	LEBANON	Y
LY	LIBYA	Y
LT	LITHUANIA	Y
LU	LUXEMBOURG	Y
MK	MACEDONIA	Y
MG	MADAGASCAR	Y
MW	MALAWI	Y
MY	MALAYSIA	Y
ML	MALI	Y

<b>CODE</b>	<b>COUNTRY</b>	<b>AGCO RECOGNISED DISTRIBUTION/REPRESENTATIVE</b>
MQ	MARTINIQUE	Y
MU	MAURITIUS	Y
MX	MEXICO	Y
MA	MOROCCO	Y
MZ	MOZAMBIQUE	Y
MM	MYANMAR	Y
NP	NEPAL	Y
NL	NETHERLANDS	Y
NC	NEW CALEDONIA	Y
NZ	NEW ZEALAND	Y
NG	NIGERIA	Y
NO	NORWAY	Y
OM	OMAN	Y
PK	PAKISTAN	Y
PS	PALESTINE	Y
PG	PAPUA NEW GUINEA	Y
PE	PERU	Y
PH	PHILIPPINES	Y
PL	POLAND	Y
PT	PORTUGAL	Y
PR	PUERTO RICO	Y
QA	QATAR	Y
PA	REP. OF PANAMA	Y
ZM	REP. OF ZAMBIA	Y
RO	ROMANIA	Y
RU	RUSSIA	Y
RW	RWANDA	Y
WS	SAMOA	Y
SA	SAUDI ARABIA	Y
SN	SENEGAL	Y
CS	SERBIA AND MONTENEGRO	Y
SC	SEYCHELLES	Y
SG	SINGAPORE	Y
SK	SLOVAKIA	Y
SI	SLOVENIA	Y
SB	SOLOMON ISLANDS	Y
ZA	SOUTH AFRICA	Y
KR	SOUTH KOREA	Y
ES	SPAIN	Y
LK	SRI LANKA	Y
SD	SUDAN	Y
SR	SURINAME	Y
SE	SWEDEN	Y

<b>CODE</b>	<b>COUNTRY</b>	<b>AGCO RECOGNISED DISTRIBUTION/REPRESENTATIVE</b>
CH	SWITZERLAND	Y
SY	SYRIA	Y
TW	TAIWAN	Y
TZ	TANZANIA	Y
TH	THAILAND	Y
CD	THE DEM. REP. OF THE CONGO	Y
TG	TOGO	Y
TO	TONGA	Y
TT	TRINIDAD AND TOBAGO	Y
TN	TUNISIA	Y
TR	TURKEY	Y
UG	UGANDA	Y
UA	UKRAINE	Y
AE	UNITED ARAB EMIRATES	Y
GB	UNITED KINGDOM	Y
US	UNITED STATES	Y
UY	URUGUAY	Y
VN	VIETNAM	Y
ZW	ZIMBABWE	Y

**AMENDMENT NO. 2 TO RECEIVABLES PURCHASE AGREEMENT**

This **AMENDMENT NO. 2 TO RECEIVABLES PURCHASE AGREEMENT**, dated as of February 16, 2016 (“Amendment”), to the Receivables Purchase Agreement dated as of December 22, 2009, as amended from time to time (“Agreement”), between AGCO CORPORATION (“Seller”) and AGCO FINANCE LLC (“Purchaser”).

WHEREAS, the Seller and Purchaser have agreed to amend and modify the Agreement to create a loss pool for certain Receivables Purchaser would not purchase from Seller under the Agreement without the existence of the loss pool provided by Seller; and

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto wish to amend the Agreement and accordingly agree as follows:

1. Amendment to the Receivables Purchase Agreement: The following changes are made to the Agreement:

a. The following is added as Section 5.03: “Section 5.03 Loss Pool. Purchaser may purchase certain Eligible Unsecured Receivables from Seller in accordance with the terms and conditions of this Agreement that Purchaser would not have purchased without the inclusion of such Eligible Unsecured Receivables in the credit loss pool attached to the Agreement as Exhibit D, which may be amended from time to time upon mutual, written consent of the parties (“Loss Pool”). The Eligible Unsecured Receivables covered by the Loss Pool shall not count against the limit on Eligible Unsecured Receivables set forth in the proviso of the definition of “Eligible Unsecured Receivables” in Section 1.01 of this Agreement.”

b. As an additional inducement to Purchaser to enter into this Amendment, the following is added as the third sentence of Section 4.01(s): “The Seller represents that it has complied and will continue to comply in all material respects with the AGCO Credit and Collection Policy with regard to each Receivable included in each Subsequent Portfolio and the related Contract.”

2. Additional Terms.

a. Inclusion of Exhibit D. Exhibit D referenced in Section 1 of this Amendment is attached hereto.

b. Miscellaneous. The provisions of Section 9 of the Agreement are incorporated into this Amendment by reference and made a part hereof unless expressly stated otherwise in this Amendment. If at any time any provision of this Amendment shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any provision of this Amendment and the Agreement. The Agreement, as amended by this Amendment, constitutes the entire agreement between the parties concerning the subject matter hereof and incorporates all representations made in connection with negotiation of the same. The terms hereof may not be terminated, amended, supplemented or modified orally, but only by a written instrument duly authorized by each of the parties hereto. The Agreement, including this Amendment, shall be binding on and inure to the benefit of the parties hereto and their respective permitted successors and assigns. This Amendment may be executed by one or more of the parties on any number of separate counterparts each of which counterparts shall be an original, but all of which when together shall be deemed to constitute one and the same instrument. The definitions of any capitalized terms in this Amendment not specifically defined in this Amendment shall be governed by the Agreement.

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

AGCO CORPORATION

AGCO FINANCE LLC

By: /s/ David Williams

By: /s/ Amy V. Hester

\_\_\_\_\_  
Name: David Williams

\_\_\_\_\_  
Name: Amy Ventling Hester

Title: Vice President and Treasurer

Title: C.E.O.



## EXHIBIT D - CREDIT LOSS POOL FOR CERTAIN ELIGIBLE UNSECURED RECEIVABLES

1. Subject to the terms and conditions of the Agreement, Purchaser agrees to consider for purchase Eligible Unsecured Receivables originated by the Seller with certain Eligible Dealers who are listed on Schedule I of this Exhibit D (“Loss Pool Receivables”), which may be updated by the parties upon mutual written agreement from time to time, which shall be covered by a credit loss pool (“Loss Pool”) established to encourage Purchaser to purchase the Loss Pool Receivables.

2. All Loss Pool Receivables purchased by Purchaser shall be supported by the Loss Pool as follows:

a. Subject to the Maximum Annual Pool (as defined below), the Seller will reimburse the Purchaser for the Pool Unrecovered Investment (as defined below) incurred or realized by the Purchaser during the twelve (12) month period ending on November 30 of each calendar year during the term of the Agreement (each such period, “Pool Coverage Period”). Such Pool Unrecovered Investment shall be paid no later than thirty (30) days after the end of the applicable Pool Coverage Period as provided for in Section 2f below.

b. For each Pool Coverage Period, “Maximum Annual Pool” shall be determined as of November 30 each year in accordance with the following matrix:

<b>Average Portfolio (USD)</b>	<b>Maximum Annual Pool</b>
Less than \$50,000,000	5.00% of Average Portfolio
\$50,000,001 to \$75,000,000	4.50% of Average Portfolio
\$75,000,001 to \$100,000,000	4.00% of Average Portfolio
\$100,000,001 and above	3.75% of Average Portfolio

c. “Average Portfolio” will be calculated annually as of November 30 each year as the average outstanding balance of Loss Pool Receivables purchased by the Purchaser during the prior twelve (12) month period ending on November 30 (or, in the case of the first calculation of the Average Portfolio, which will occur as of November 30, 2016, from the date of the Purchaser's first purchase of one or more Loss Pool Receivables to November 30, 2016). For the Pool Coverage Period ending November 30, 2016, the Maximum Annual Pool shall equal the greater of (i) 5.00% of the Average Portfolio purchased from the Purchaser's first purchase of one or more Loss Pool Receivables or (ii) \$1,200,000.

d. “Pool Unrecovered Investment” means any losses, which for this purpose includes reasonable costs and expenses (including reasonable attorney fees and expenses) in connection with the exercise of Collection Rights, incurred or realized by the Purchaser with respect to (i) any Loss Pool Receivables which are not paid in full by the related Obligor on the applicable due date (“Payment Default”), and which are subsequently not paid in full within ninety (90) days of such default, and (ii) any default on a Loss Pool Receivable other than a Payment Default, which default adversely affects the Purchaser's (or the servicer's) ability to collect the Loss Pool Receivable, including but not limited to a sale out of trust, lost/stolen/missing equipment, Dealer bankruptcy, fraud and other breach of contract. The Pool Unrecovered Investment during the respective Pool Coverage Period will be capped at the respective Maximum Annual Pool.

e. The Purchaser will use commercially reasonable efforts to (i) calculate the Average Portfolio, the Maximum Annual Pool and the Pool Unrecovered Investment relating to each Pool Coverage Period, and (ii) report to the Seller the Average Portfolio, the Maximum Annual Pool Amount and the Pool Unrecovered Investment for each Pool Coverage Period (x) on a monthly basis during the respective Pool Coverage Period within fifteen (15) days after the end of each calendar month and (y) at least once after the end of the respective Pool Coverage Period prior to the next Subsequent Purchase Date which follows the end of the respective Pool Coverage Period.

f. If the Pool Unrecovered Investment is greater than Zero Dollars (\$0.00) at the end of the respective Pool Coverage Period, then the Pool Unrecovered Investment for the respective Pool Coverage Period shall be applied as an offset against the aggregate Purchase Price of Sold Receivables purchased by the Purchaser from the Seller at the next Subsequent Purchase Date(s). After Purchaser receives the Pool Unrecovered Investment from Seller, Purchaser acknowledges and agrees that if Purchaser receives payment on the applicable Loss Pool Receivable (“Future Receivable Recovery”), Purchaser will first apply the Future Receivable Recovery to any outstanding balance of the applicable Loss Pool Receivable minus the applicable Pool Unrecovered Investment

received from Seller for the applicable Loss Pool Receivable. After Purchaser has recovered the total outstanding balance of the Loss Pool Receivable, Purchaser will transfer to Seller any additional Future Receivable Recovery up to the Pool Unrecovered Investment received from Seller for the applicable Loss Pool Receivable with any additional Future Receivable Recovery being retained by Purchaser. Payment of the Future Receivable Recovery shall be made within ninety (90) days of such recovery via direct payment or offset of amounts owed by Seller. Nothing in this Section 2f shall be construed as requiring Purchaser to attempt any specific collection activities after payment of the Pool Unrecovered Investment by Seller.

3. This Loss Pool shall enter into full force and effect upon the execution of the Amendment No. 2 to Receivables Purchase Agreement and shall remain in full force and effect until the earlier: (i) a written agreement between the parties modifying or terminating this Loss Pool, or (ii) the termination of the Agreement pursuant to Section 2.06 of the Agreement. It is acknowledged and agreed Seller sold to Purchaser certain Eligible Unsecured Receivables on or about January 31, 2016 that were originated by Seller with the Eligible Dealers listed on Schedule I that will be treated as Loss Pool Receivables pursuant to this Loss Pool.

The terms and conditions of this Loss Pool, incorporated as Exhibit D to the Agreement, are acknowledged and agreed to by undersigned parties as of February 16, 2016.

AGCO CORPORATION

By: /s/ David Williams

\_\_\_\_\_  
Name: David Williams

Title: Vice President and Treasurer

AGCO FINANCE LLC

By: /s/ Amy V. Hester

\_\_\_\_\_  
Name: Amy Ventling Hester

Title: C.E.O.

SCHEDULE I to Exhibit D (Dealers for Loss Pool Receivables)

Butler Machinery  
Empire Southwest  
Holt Agribusiness  
Peterson CAT  
Ziegler Ag. Equipment  
Ohio Ag. Equipment  
Whayne Supply  
Wagner Equipment  
Holt of California  
Quinn Company  
Kelly Tractor  
Thompson Machinery  
Atlantic and Southern  
Altorfer, Inc.  
Ringpower  
Tractor & Equipment

This Schedule I to Exhibit D is acknowledged and agreed to by undersigned parties as of February 16, 2016.

AGCO CORPORATION

By: /s/ David Williams

\_\_\_\_\_  
Name: David Williams

Title: Vice President and Treasurer

AGCO FINANCE LLC

By: /s/ Amy V. Hester

\_\_\_\_\_  
Name: Amy Ventling Hester

Title: C.E.O.

# AGCO CORPORATION

## DIRECTOR COMPENSATION for NON - EMPLOYEE DIRECTORS (as of January 1, 2015)

<u>Retainers (1)</u>	<u>USD</u>
Annual Lead Director Retainer (paid only to Lead Director):	30,000
Annual Director Base Retainer (applies to all Directors):	100,000
Annual Committee Chairperson Retainer: <small>(except Audit Committee and Compensation Committee Chair)</small>	15,000
Annual Audit Committee Chairperson Retainer:	25,000
Annual Compensation Committee Chairperson Retainer:	20,000
<b><u>Additional Compensation</u></b>	
Annual AGCO Stock Grant Award (2)	120,000

In addition, the Company will reimburse directors for the reasonable out-of-pocket expense incurred in the attendance of the meeting.

# **A G C O C O R P O R A T I O N**

## **DIRECTOR COMPENSATION for NON - EMPLOYEE DIRECTORS (as of January 1, 2015)**

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### **Notes:**

- 1) Payments of annual retainers are made in accordance with the following provisions:
  - I) Annual Retainers are paid quarterly in four installments (for ease of calculation purposes quarters are divided into 90 days with a 360 day year).
  - II) Annual Retainers accrue as of the first day of each calendar quarter based on the Board and Committee Membership Roster in effect on that date.
  - III) Annual Retainers are paid in advance during the first month of the given calendar quarter (e.g., January for the first quarter).
  - IV) Changes to Board and Committee Memberships (including Chairpersons) will be reviewed and adjustments made to current quarter's retainer amounts (up or down).
  - V) Any changes in the Retainer amounts due for the current quarter will be reflected in the ensuing quarter's retainer payment.
  
- 2) Terms applicable to the Stock Grant Award are defined in the Plan Document. The stock grant equivalent to USD 120,000 is based on closing price on the day of the Annual Shareholder's meeting.

**AGCO CORP /DE**  
**12/31/2015**

**Exhibit 21.1**

**Wholly Owned Subsidiaries of AGCO Corporation**

**Country of  
Jurisdiction**

AGCO Argentina SA	Argentina
Indamo SA	Argentina
AGCO Australia Ltd	Australia
Sparex Australia PTY Ltd	Australia
AGCO Austria GmbH	Austria
Sparex Maschinensubehor Handelsgesellschaft m.b.H	Austria
Sparex Belgium BVBA	Belgium
AGCO do Brasil Comercio e Industria Ltda	Brazil
GSI Brasil Industria e Comercio de Equipamentos Agropecuarios Ltd	Brazil
Tecnoagro Maquinas Agricolas Ltda	Brazil
Valtra do Brasil Ltda	Brazil
AGCO Canada Ltd	Canada
GSI Electronique Inc	Canada
Sparex Canada Ltd	Canada
AGCO (Changzhou) Agricultural Machinery Co. Ltd	China
AGCO (China) Investment Co., Ltd	China
AGCO (Daqing) Agricultural Machinery Co., Ltd.	China
AGCO Dafeng (Yanzhou) Agricultural Machinery Co., Ltd	China
AGCO Genpowex (Shanghai) Co., Ltd	China
AGCO GSI (Changzhou) Agriculture Equipment Co., Ltd	China
Beijing AGCO Trading Co., Ltd	China
C-Lines Asia Limited	China
Manway Development Limited	China
Matexi (Shanghai) Trading Limited	China
Shanghai GSI Agriculture Equipment Co., Ltd	China
The GSI Group (Shanghai) Co. Ltd	China
AGCO A/S	Denmark
AGCO Danmark A/S	Denmark
Sparex Limited ApS	Denmark
AGCO Power Oy	Finland
AGCO Suomi Oy	Finland
Valtra OY AB	Finland
AGCO Distribution SAS	France
AGCO France SAS	France
AGCO SAS	France
C-Lines France SAS	France
C-Lines International SAS	France
Sparex S.A.R.L.	France
AGCO Deutschland GmbH	Germany
AGCO Deutschland Limited & Co. KG	Germany
AGCO Feucht GmbH	Germany
AGCO GmbH	Germany
AGCO Hohenmölsen GmbH	Germany
Farmer Automatic GmbH & Co. KG	Germany

Farmer Automatic Management GmbH	Germany
Fendt GmbH	Germany
Fendt Immobilien GmbH	Germany
Sparex Handels-Und Vertriebs GmbH	Germany
Unterstützungskasse der Fella-Werke Gesellschaft mit beschänkter Haftung	Germany
Valtra Deutschland GmbH	Germany
AGCO Holdings (Hong Kong) Ltd	Hong Kong
AGCO Hungary Kft	Hungary
GSI Hungary Kft	Hungary
AGCO Trading (India) Private Ltd	India
Sparex (Tractor Accessories) Ltd	Ireland
AGCO Italia SpA	Italy
AGCO Italiana Srl	Italy
C-Lines Italia Srl	Italy
Farmec Srl	Italy
Laverda AGCO SPA	Italy
AGCO Luxembourg S.a.r.l	Luxembourg
AGCO GSI Asia Sdn Bhd	Malaysia
AGCO GSI (Malaysia) Sdn. Bhd.	Malaysia
Cumberland Sales & Services Sdn Bhd	Malaysia
MY C-Lines SDN BHD	Malaysia
AGCO Mexico S de RL de CV	Mexico
GSI Cumberland De Mexico, S. De RL De CV	Mexico
GSI Cumberland De Mexico Servicios, SA De CV	Mexico
Impulsora Inqro S.A. de C.V.	Mexico
Prestadora de Servicios Mexicana del Bajio, SA de CV	Mexico
Sparex Mexicana S.A. de CV	Mexico
Ag-Chem Europe Fertilizer Equipment BV	Netherlands
Ag-Chem Europe Industrial Equipment BV	Netherlands
AGCO Holding BV	Netherlands
AGCO International Holdings BV	Netherlands
AGCO Netherlands BV	Netherlands
Sparex Limited Vestiging Holland BV	Netherlands
Valtra International BV	Netherlands
Sparex Distributors New Zealand Ltd	New Zealand
Eikmaskin AS	Norway
AGCO Sp Z.o.o	Poland
Sparex Polska Sp. Z.o.o.	Poland
Sparex Portugal Importacao e Comercio de Pecas Lda	Portugal
Valtractor Comercio de Tractores e Maquinas Agricolas SA	Portugal
AGCO LLC	Russia
AGCO Machinery LLC	Russia
AGCO Holdings (Singapore) Pte. Ltd	Singapore
AGCO Holdings South Africa	South Africa
AGCO South Africa Pty Ltd	South Africa
C-Lines South Africa (Proprietary) Limited	South Africa
Sparex (Proprietary) Ltd	South Africa
AGCO Iberia SA	Spain
Sparex Agrirepuestos SL	Spain
AGCO AB	Sweden
AGCO International GmbH	Switzerland

AGCO Tarim Makineleri Ticaret Ltd Sirketi	Turkey
C-Lines Middle East DMCC	United Arab Emirates
Ag-Chem (UK) Ltd	United Kingdom
AGCO Funding Company	United Kingdom
AGCO International Ltd	United Kingdom
AGCO Ltd	United Kingdom
AGCO Machinery Ltd	United Kingdom
AGCO Manufacturing Ltd	United Kingdom
AGCO Pension Trust Ltd	United Kingdom
AGCO Receivables Ltd	United Kingdom
AGCO Services Ltd	United Kingdom
Anglehawk Ltd	United Kingdom
Massey Ferguson Staff Pension Trust Ltd	United Kingdom
Massey Ferguson Works Pension Trust Ltd	United Kingdom
Sparex Holdings Ltd	United Kingdom
Sparex International Ltd	United Kingdom
Sparex Ltd	United Kingdom
Spenco Engineering Company Ltd	United Kingdom
AGCO Jackson Assembly Company	United States
Assumption Leasing Company, Inc.	United States
Export Market Services LLC	United States
Farmer Automatic, Inc.	United States
Intersystems Holdings, Inc.	United States
Intersystems International Inc.	United States
Massey Ferguson Corp.	United States
Sparex, Inc.	United States
The GSI Group, LLC	United States
AGCO Zambia Ltd	Zambia

**50% or Greater Joint Venture Interests of the Registrant**

Deutz AGCO Motores SA	Argentina
Santal Equipamentos SA Comercio e Industria	Brazil
Groupement International De Mecanique Agricole SA	France
AGCO-RM (Distribution) Holding BV	Netherlands
AGCO LLC	Russia
AGCO Machinery LLC	Russia
AGCO - Amity JV, LLC	United States
Intelligent Agricultural Solutions, LLC	United States

**Less Than 50% Joint Venture Interests of the Registrant**

Algerian Tractor Company Spa	Algeria
AGCO Capital Argentina SA	Argentina
AGCO Finance PTY Ltd	Australia
AGCO Finance GmbH, Landmaschinen Leasing	Austria
AGCO Finance NV	Belgium
Banco De Lage Landen Brasil S.A	Brazil
De Lage Landen Participacoes Ltda (dbaAgricredit do Brasil Ltda)	Brazil
Massey Ferguson Administradora de Consorcios Ltda	Brazil
AGCO Finance Canada Ltd	Canada
AGCO Finance S.N.C.	France
AGCO Finance GmbH	Germany



Tractors and Farm Equipment Ltd	India
AGCO Finance Ltd	Ireland
Libyan Tractor and Agricultural Commodities Company	Libya
Compagnie Maghebine de Materials Agricoles et Industriels SA	Morocco
AGCO Finance B.V	Netherlands
AGCO RM (Manufacturing) Holding BV	Netherlands
AGCO Finance Ltd	New Zealand
AGCO Finance Sp.z.o.o	Poland
AGCO Finance LLC	Russia
GolAZ OJSC	Russia
AGCO Finance AG	Switzerland
AGCO Finance Ltd	United Kingdom
AGCO Finance LLC	United States

Consent of Independent Registered Public Accounting Firm

The Board of Directors  
AGCO Corporation:

We consent to the incorporation by reference in the registration statements (No. 333-178399 and No. 333-142711) on Form S-8 of AGCO Corporation of our reports dated February 26, 2016, with respect to the consolidated balance sheets of AGCO Corporation and subsidiaries as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive income (loss), stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2015, and the related financial statement schedule, and the effectiveness of internal control over financial reporting as of December 31, 2015, which reports appear in the December 31, 2015 annual report on Form 10-K of AGCO Corporation.

/s/ KPMG LLP

Atlanta, Georgia  
February 26, 2016

## Power of Attorney

Know all men and women by these presents, that each person whose signature appears below, hereby constitutes and appoints Andrew H. Beck and Roger N. Batkin his/her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him/her and in his/her name, place and stead, in any and all capacities, to sign the annual report on Form 10-K of AGCO Corporation for the fiscal year ended December 31, 2015 and any or all amendments or supplements thereto, and to file the same with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing necessary or appropriate to be done with respect to the Form 10-K or any amendments or supplements thereto in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

<u>Signature</u>	<u>Date</u>
<u>/s/ Martin Richenhagen</u> Martin Richenhagen	February 26, 2016
<u>/s/ Roy V. Armes</u> Roy V. Armes	February 26, 2016
<u>/s/ Michael C. Arnold</u> Michael C. Arnold	February 26, 2016
<u>/s/ P. George Benson</u> P. George Benson	February 26, 2016
<u>/s/ Wolfgang Deml</u> Wolfgang Deml	February 26, 2016
<u>/s/ Luiz F. Furlan</u> Luiz F. Furlan	February 26, 2016
<u>/s/ George E. Minnich</u> George E. Minnich	February 26, 2016
<u>/s/ Gerald L. Shaheen</u> Gerald L. Shaheen	February 26, 2016
<u>/s/ Mallika Srinivasan</u> Mallika Srinivasan	February 26, 2016
<u>/s/ Hendrikus Visser</u> Hendrikus Visser	February 26, 2016

## Certification Pursuant to § 302 of the Sarbanes-Oxley Act of 2002

I, Martin Richenhagen, certify that:

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

Dated: February 26, 2016

/s/ Martin Richenhagen

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Martin Richenhagen  
Chairman of the Board, President and Chief Executive Officer

## Certification Pursuant to § 302 of the Sarbanes-Oxley Act of 2002

I, Andrew H. Beck, certify that:

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

Dated: February 26, 2016

/s/ Andrew H. Beck

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Andrew H. Beck  
Senior Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

The undersigned, as the Chairman of the Board, President and Chief Executive Officer and as the Senior Vice President and Chief Financial Officer of AGCO Corporation, respectively, certify that, to the best of their knowledge and belief, the Annual Report on Form 10-K for the year ended December 31, 2015 that accompanies this certification fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 and the information contained in the annual report fairly presents, in all material respects, the financial condition and results of operations of AGCO Corporation at the dates and for the periods indicated. The foregoing certifications are made pursuant to 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350) and shall not be relied upon for any other purpose.

/s/ Martin Richenhagen

\_\_\_\_\_  
Martin Richenhagen  
Chairman of the Board, President and Chief Executive Officer  
February 26, 2016

/s/Andrew H. Beck

\_\_\_\_\_  
Andrew H. Beck  
Senior Vice President and Chief Financial Officer  
February 26, 2016

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to AGCO Corporation and will be retained by AGCO Corporation and furnished to the Securities and Exchange Commission or its staff upon request.