# UNITED STATES SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

# FORM 8-K

**Current Report Dated July 24, 2017** 

of

# AGCO CORPORATION

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

> 4205 River Green Parkway Duluth, Georgia 30096 (770) 813-9200

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

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

#### Item 1.01. Entry into a Material Definitive Agreement.

On July 24, 2017, a subsidiary of AGCO Corporation (the "Company") entered into a letter agreement with Tractors and Farm Equipment Limited ("TAFE") providing for the supply of certain MF Heritage tractors for certain southeast Asian markets, including Vietnam, Indonesia, Philippines, Thailand, Malaysia, Fiji and Papua New Guinea. The letter agreement expires in February 2020, and is terminable in advance of that date under certain circumstances. A copy of this letter agreement is attached to this report as Exhibit 10.1 and is incorporated by reference.

On July 24, 2017, a subsidiary of the Company entered into a letter agreement with TAFE providing for the supply of certain MF Heritage tractors for Mexico. The letter agreement expires in October 2019, and is terminable in advance of that date under certain circumstances. A copy of this letter agreement is attached to this report as Exhibit 10.2 and is incorporated by reference.

On July 24, 2017, a subsidiary of the Company entered into a letter agreement with TAFE providing for the supply of certain MF Heritage tractors for Australia and New Zealand. The letter agreement expires in February 2020, and is terminable in advance of that date under certain circumstances. A copy of this letter agreement is attached to this report as Exhibit 10.3 and is incorporated by reference.

On July 24, 2017, a subsidiary of the Company entered into an amendment to a prior letter agreement with TAFE providing for the supply of certain MF Heritage tractors for certain countries in Africa. The amendment narrows the territory covered by the agreement to Angola, Kenya, Malawi, Morocco, Nigeria and South Africa (from the entirety of Africa). A copy of the amendment is attached to this report as Exhibit 10.4 and is incorporated by reference.

The terms and conditions governing the pricing and other details of the products supplied under these agreements are specified in existing agreements between a subsidiary of the Company and TAFE.

#### Item 9.01. Financial Statements and Exhibits.

- (d) Exhibits
- 10.1 Letter Agreement for Far East Markets, dated July 24, 2017, between AGCO International GmbH and Tractors and Farm Equipment Limited
- 10.2 Letter Agreement for Mexico, dated July 24, 2017, between AGCO International GmbH and Tractors and Farm Equipment Limited
- 10.3 Letter Agreement for Australia/New Zealand, dated July 24, 2017, between AGCO International GmbH and Tractors and Farm Equipment Limited
- 10.4 Amendment to the Letter Agreement for Africa, dated July 24, 2017, between AGCO International GmbH and Tractors and Farm Equipment Limited

# **SIGNATURES**

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

AGCO Corporation	
By:	/s/ Andrew H. Beck
	Andrew H. Beck Senior Vice President and Chief Financial Officer

Dated: July 27, 2017

# Letter Agreement for Far East Markets

#### Between

AGCO International GmbH, Neuhausen, Switzerland ("AGCO" which expression shall include its successors and assigns)

and

Tractors and Farm Equipment Limited (collectively referred to as "TAFE" which expression shall include its successors and assigns)

#### 1. <u>PURCHASE AND SALE</u>:

TAFE agrees to supply the MF Heritage (including MF 2600 series) tractors 35HP to 85HP range (appropriate for the market in the Territory as mutually agreed upon between the parties) ("MF Heritage Products") exclusively to AGCO (or any of its subsidiary/associate companies) for resale in certain specified Far East Markets covered as detailed ("Territory") solely through the AGCO distribution network. The markets covered by this Letter Agreement are Indonesia, Philippines, Thailand, Malaysia, Pacific Islands including Fiji and Papua New Guinea (as per Annexure-I).

TAFE may supply MF Heritage Products directly to AGCO's distributor in Vietnam subject to terms agreed with AGCO and payment to AGCO of an agreed commission.

AGCO agrees to consider sourcing Centurion Global Series Tractors G1 and G2 (licensed products) from TAFE, India subject to competitive prices.

AGCO agrees to consider sourcing 90 HP to 100 HP tractors developed by TAFE, subject to competitive prices.

TAFE agrees to incorporate in the MF Heritage Products, features, improvements and innovations designed and developed by TAFE that are outside of the MF Heritage Products series, in line with the specifications and market needs that are mutually agreed upon between the parties.

#### 2. BRAND:

The MF Heritage Products will be sold by AGCO or any of its subsidiary companies in the Massey Ferguson brand only with such branding and model numbering to be determined by AGCO. Spare parts shall be branded as AGCO. TAFE will not sell MF Heritage Products in TAFE or any other brand in the Territory. TAFE shall comply with all instructions issued by AGCO relating to the form and manner in which AGCO trademarks shall be used and shall discontinue immediately upon notice from AGCO any practice relating to the use of AGCO trade marks in the Territory.

# 3. NATURE OF ARRANGEMENT:

The arrangement between the parties shall be exclusive for MF Heritage Products. The parties agree that they shall not have any similar arrangements with any other person during the currency of this agreement for sale of MF Heritage tractors within the Territory save that this arrangement shall not cover any tractors built in AGCO proprietary sites or supported by other AGCO brands.

In the event of AGCO deciding to source the MF Heritage Products from its own manufacturing locations, it shall serve upon TAFE 60 days' notice in writing of its intent to do so. Within 120 days of receipt of such notice, TAFE shall have the option to terminate this Letter Agreement by the issue of three months' notice in writing.

# 4. PROCEDURES AND PRICE:

TAFE will supply and invoice MF Heritage Products to AGCO free on board (Indian port) Shipment of products and spare parts shall be directly to appropriate AGCO centres. Payment shall be made by AGCO within 60 days from the bill of lading in USD.

#### 5. **REVIEW**:

AGCO and TAFE will form an "Operational Review" team with two members nominated from each party, which shall, on a monthly basis, review performance, forecasting, orders and fulfilment, etc. A "Steering Committee", with senior level participants of both parties shall review at quarterly basis the progress of business.

# 6. OTHER TERMS AND CONDITIONS:

TAFE and AGCO agree that the terms and conditions such as conditions of Sale Standards of Quality, Parts, Warranty and After Sales Responsibilities are mutually agreed in a separate agreement named "Terms and Conditions agreed between Tractors and Farm Equipment Limited ("TAFE") and AGCO Corporation ("AGCO") for Heritage Tractors dated 29th October 2009".

# 7. INDIAN LINE OF CREDIT BUSINESS:

TAFE would be solely responsible for India Line of Credit business in these markets. Where direct invoicing is mandatory, the payment of commission and dealer margins to AGCO to be mutually agreed to.

# 8. TERM AND TERMINATION:

a) This Letter Agreement shall be deemed to have come into effect on 1st March 2015 and shall be valid for a period of 5 years (this is upto Feb. 2020) unless terminated by either party giving 2 years (two years) prior written notice of termination to the other party except in circumstances mentioned in Clause 8 (b) below. Thereafter this Letter Agreement may be renewed by mutual consent for a further period of five years.

- b) This Agreement may be terminated at TAFE's sole discretion by the issue of three months' notice in writing, in the event of AGCO issuing to TAFE 60 days' notice also in writing of its intention to source the MF Heritage Products from its own manufacturing locations, as stated in Clause 3 above.
- c) In the event of change in beneficial ownership or control of AGCO or TAFE, the respective other party shall have the option to terminate this Letter Agreement by giving six months' written notice.

M/s. Tractors and Farm Equipment Limited

By:/s/ Mallika Srinivasan

Its Authorised signatory
Date: 14th July 2017
Chennai

M/s. AGCO International GmbH By: /s/ Frédéric Devienne

Vice President Finance, EME &APA

Its Authorised signatory

Date: 19th July 2017, Neuhausen

By:/s/ R.N. Batkin Its Authorised signatory Date: 24th July 2017

# Annexure-I

# TERRITORY AGREED IN FAR EAST MARKETS AS PER LETTER AGREEMENT.

- 1. Indonesia
- 2. Philippines
- 3. Thailand
- 4. Malaysia
- 5. Pacific Islands including Fiji and
- 6. Papua New Guinea

/s/ Mallika Srinivasan Ms/. Tractors and Farm Equipment Limited /s/ Frédéric Devienne Vice President Finance, EME &APA M/s. AGCO International GmbH

/s/ R.N. Batkin 24 July 2017

### **Letter Agreement for Mexico**

#### Between

AGCO International GmbH, Neuhausen, Switzerland ("AGCO" which expression shall include its successors and assigns)

and

Tractors and Farm Equipment Limited (collectively referred to as ("TAFE" which expression shall include its successors and assigns)

#### 1. PURCHASE AND SALE:

TAFE agrees to supply MF Heritage (including 2600 series) tractors from 35HP to 80HP range (appropriate for the market in the territory as mutually agreed upon, between the parties) ("MF Heritage Products") together with spare parts exclusively to AGCO (or any of its subsidiary/associate companies) for resale in Mexico market ("Territory") solely through the AGCO distribution network.

AGCO agrees to consider sourcing Centurion Global Series Tractors G1 and G2 (licensed products) from TAFE, India subject to competitive prices.

AGCO agrees to consider sourcing 90 HP to 100 HP tractors developed by TAFE, subject to competitive prices.

TAFE agrees to incorporate in the MF Heritage Products, features, improvements and innovations designed and developed by TAFE that are outside of the MF Heritage Products, in line with the specifications and market needs that are mutually agreed upon between the parties.

#### 2. BRAND:

The MF Heritage Products will be sold by AGCO or any of its subsidiary companies in Massey Ferguson brand only with model numbering to be determined by AGCO. Spare parts shall be branded as AGCO. TAFE will not sell MF Heritage Products in TAFE or any other brand in the Territory. TAFE shall comply with all instructions issued by AGCO relating to the form and the manner in which AGCO trademarks shall be used and shall discontinue immediately upon notice from AGCO any practice relating to the use of AGCO trade marks in the Territory. TAFE shall obtain no rights in/ to the Massey Ferguson trade marks in the Territory.

#### 3. <u>NATURE OF ARRANGEMENT</u>:

The arrangement between the parties shall be exclusive for MF Heritage Products. The parties agree that they shall not have any similar arrangements with any other person during the currency of this Letter Agreement for sale of tractors within the Territory save that this arrangement shall not cover any tractors built in AGCO proprietary sites or supported by other AGCO brands.

In the event of AGCO deciding to source the MF Heritage Products from its own manufacturing locations, it shall serve upon TAFE 60 days' notice in writing of its intent to do so. Within 120 days of receipt of such notice, TAFE shall have the option to terminate this Letter Agreement by the issue of three months' notice in writing.

#### 4. PROCEDURES AND PRICE:

TAFE will supply and invoice MF Heritage Products to AGCO free on board (Indian Port). Shipment of products and spare parts shall be directly to appropriate AGCO, Mexico. Payment shall be made by AGCO within 60 days from bill of lading in U S Dollars.

#### 5. **REVIEW**:

AGCO and TAFE will form an "Operational Review" team with two members nominated from each party, which shall, on a monthly basis, review performance, forecasting, orders and fulfillment, etc. A "Steering Committee", with senior level participants of both parties shall review at quarterly basis the progress of business.

#### 6. OTHER TERMS AND CONDITIONS:

TAFE and AGCO agree that the terms and conditions such as conditions of Sale Standards of Quality, Parts, Warranty and After Sales Responsibilities are mutually agreed in a separate agreement named "Terms and Conditions agreed between Tractors and Farm Equipment Limited ("TAFE") and AGCO Corporation ("AGCO") for Heritage Tractors dated 29th October 2009".

# 7. INDIAN LINE OF CREDIT BUSINESS:

TAFE would be solely responsible for India Line of Credit business in these markets. Where direct invoicing is mandatory, the payment of commission and dealer margins to AGCO to be mutually agreed to.

#### 8. TERM AND TERMINATION:

a) This agreement shall be deemed to have come into effect on 29th Oct.2014 and shall be valid for a period of 5 years (this is upto Oct. 2019) unless terminated by either party giving 2 years (two years) prior written notice of termination to the other party except in circumstances mentioned in clause 8 (b) below. Thereafter this Letter Agreement may be renewed by mutual consent for a further period of five years.

- b) This Letter Agreement may be terminated at TAFE's sole discretion by the issue of three months' notice in writing, in the event of AGCO issuing to TAFE 60 days' notice also in writing of its intention to source the MF Heritage Products from its own manufacturing locations as stated in Clause 3 above.
- c) In the event of change in beneficial ownership or control of AGCO or TAFE, the respective other party shall have the option to terminate this Letter Agreement by giving six months written notice.

M/s. Tractors and Farm Equipment Limited By:/s/ Mallika Srinivasan

Its Authorised signatory
Date: 14th July 2017
Chennai

M/s. AGCO International GmbH By: /s/ Frédéric Devienne Vice President Finance, EME &APA Its Authorised signatory Date:

By:/s/ R.N. Batkin Its Authorised signatory Date: 24 July 2017

# Letter Agreement for Australia/New Zealand

#### Between

AGCO International GmbH, Neuhausen, Switzerland ("AGCO" which expression shall include its successors and assigns)

and

Tractors and Farm Equipment Limited (collectively referred to as ("TAFE" which expression shall include its successors and assigns)

#### 1. PURCHASE AND SALE:

TAFE agrees to supply MF Heritage (including 2600 series) tractors from 35HP to 80HP range (appropriate for the market in the territory as mutually agreed upon, between the parties) ("MF Heritage Products") together with spare parts exclusively to AGCO (or any of its subsidiary/associate companies) for resale in Australia/New Zealand markets ("Territory") solely through the AGCO distribution network.

AGCO agrees to consider sourcing Centurion Global Series Tractors G1 and G2 (licensed products) from TAFE, India subject to competitive prices.

AGCO agrees to consider sourcing 90 HP to 100 HP tractors developed by TAFE, subject to competitive prices.

TAFE agrees to incorporate in the MF Heritage Products, features, improvements and innovations designed and developed by TAFE that are outside of the MF Heritage Products, in line with the specifications and market needs that are mutually agreed upon between the parties.

#### 2. BRAND:

The MF Heritage Products will be sold by AGCO or any of its subsidiary companies in Massey Ferguson brand only with model numbering to be determined by AGCO. Spare parts shall be branded as AGCO. TAFE will not sell MF Heritage Products in TAFE or any other brand in the Territory. TAFE shall comply with all instructions issued by AGCO relating to the form and the manner in which AGCO trademarks shall be used and shall discontinue immediately upon notice from AGCO any practice relating to the use of AGCO trade marks in the Territory. TAFE shall obtain no rights in/to the Massey Ferguson trade marks in the Territory.

#### 3. NATURE OF ARRANGEMENT:

The arrangement between the parties shall be exclusive for MF Heritage Products. The parties agree that they shall not have any similar arrangements with any other person during the currency of this Letter Agreement for sale of tractors within the Territory save that this arrangement shall not cover any tractors built in AGCO proprietary sites or supported by other AGCO brands.

In the event of AGCO deciding to source the MF Heritage Products from its own manufacturing locations, it shall serve upon TAFE 60 days' notice in writing of its intent to do so. Within 120 days of receipt of such notice, TAFE shall have the option to terminate this Letter Agreement by the issue of three months' notice in writing.

#### 4. PROCEDURES AND PRICE:

TAFE will supply and invoice MF Heritage Products to AGCO free on board (Indian Port). Shipment of products and spare parts shall be directly to appropriate AGCO Australia /New Zealand centres. Payment shall be made by AGCO within 60 days from bill of lading in U S Dollars.

#### 5. **REVIEW**:

AGCO and TAFE will form an "Operational Review" team with two members nominated from each party, which shall, on a monthly basis, review performance, forecasting, orders and fulfillment, etc. A "Steering Committee", with senior level participants of both parties shall review at quarterly basis the progress of business.

# 6. OTHER TERMS AND CONDITIONS:

TAFE and AGCO agree that the terms and conditions such as conditions of Sale Standards of Quality, Parts, Warranty and After Sales Responsibilities are mutually agreed in a separate agreement named "Terms and Conditions agreed between Tractors and Farm Equipment Limited ("TAFE") and AGCO Corporation ("AGCO") for Heritage Tractors dated 29th October 2009".

#### 7. INDIAN LINE OF CREDIT BUSINESS:

TAFE would be solely responsible for India Line of Credit business in these markets. Where direct invoicing is mandatory, the payment of commission and dealer margins to AGCO to be mutually agreed to.

#### 8. TERM AND TERMINATION:

a) This agreement shall be deemed to have come into effect on 1st March 2015 and shall be valid for a period of 5 years (this is upto Feb.2020) unless terminated by either party giving 2 years (two years) prior written notice of termination to the other party except in circumstances mentioned in clause 8 (b) below. Thereafter this Letter Agreement may be renewed by mutual consent for a further period of five years.

- b) This Letter Agreement may be terminated at TAFE's sole discretion by the issue of three months' notice in writing, in the event of AGCO issuing to TAFE 60 days' notice also in writing of its intention to source the MF Heritage Products from its own manufacturing locations as stated in Clause 3 above.
- c) In the event of change in beneficial ownership or control of AGCO or TAFE, the respective other party shall have the option to terminate this Letter Agreement by giving six months written notice.

M/s. Tractors and Farm Equipment Limited By:/s/ Mallika Srinivasan

Its Authorised signatory
Date: 14th July 2017
Chennai

M/s. AGCO International GmbH By: /s/ Frédéric Devienne Vice President Finance, EME &APA Its Authorised signatory

Date: 19th July 2017, Neuhausen

By:/s/ R.N. Batkin Its Authorised signatory Date: 24th July 2017

# Amendment to the Letter Agreement for Africa between

# AGCO International GmbH, Neuhausen, Switzerland ("AGCO" which expression shall include its successors and assigns)

and

# Tractors and Farm Equipment Limited ("TAFE" which expression shall include its successors and assigns)

AGCO and TAFE hereby agree to amend certain provisions of the Letter Agreement for Africa previously signed on 29.10.2009 ("Letter Agreement for Africa") as follows:

- 1. In the first line of Para 1 under the caption "PURCHASE AND SALE" for the existing words "tractors **45HP** to **105 HP** range", the same shall be replaced with the words "tractors **45 HP** to **85 HP** range".
- 2. In the first paragraph of Clause 1, the word "Africa" shall be replaced with "Angola, Kenya, Malawi, Morocco, Nigeria and South Africa" such that the term "Territory" used in the Letter Agreement for Africa shall mean Angola, Kenya, Malawi, Morocco, Nigeria and South Africa.
- 3. All the amendments shall be applicable from the date on which this amended agreement is executed by the parties.

All references to the term "Phase 1 Markets" shall be replaced with the term "Territory".

- 4. The following paragraphs and clauses shall be deleted:
  - a. The second paragraph of Clause 1 commencing "In the first phase" to "upon signing this agreement",
  - b. in the third paragraph of Clause 1, all words other than "TAFE will continue its existing operations in other territories of Africa";
  - c. Clauses 6.b and 6.c;
  - d. Clause 7.c;
- 5. The following paragraph shall be added at the end of Clause 4:

"AGCO agrees not to purchase MF Heritage tractors from Millat Tractors Limited for sale into the Territory which are proven to contain, and which AGCO is made aware contain, patents or designs solely developed as well as commercially implemented by TAFE into MF Heritage tractors (including MF2600 series) in the range of 35 to 85 HP and which patents or designs have not been licensed, directly or indirectly, to Millat Tractors Limited."

6. Apart from the amendments to the Letter Agreement for Africa stated herein, all other provisions of the Letter Agreement for Africa shall be valid and binding on AGCO and TAFE.

M/s. Tractors and Farm Equipment Limited By:/s/ Mallika Srinivasan

Its Authorised signatory

Place: Chennai Date: 14th July 2017 M/s. AGCO International GmbH By: /s/ Frédéric Devienne Vice President Finance, EME &APA Its Authorised signatory Place: Neuhausen

/s/ R.N. Batkin 24th July 2017

Date: 19th July 2017