

We herewith invite the shareholders of our Company to the

Ordinary Annual General Meeting

to be held in Augsburg, at the Augsburg Congress Center, Gögginger Strasse 10,
86159 Augsburg

on April 29, at 10 a.m.

I. Agenda

- 1. Present the adopted Annual Financial Statements and Management Report including the explanatory report regarding disclosure as per article 289, para. 4 and para. 5 of the German Commercial Code (HGB) as well as the approved Consolidated Financial Statements and Group Management Report including the explanatory report regarding disclosure as per article 315 para. 4 of the German Commercial Code (HGB) for the 2009 financial year, together with the Report of the Supervisory Board.**

The aforementioned documents will be available for shareholders to view, starting from the day of the Notice of Annual General Meeting, at the business premises of KUKA Aktiengesellschaft, Zugspitzstrasse 140, 86165 Augsburg, as well as at the Annual General Meeting itself, and are accessible at the company's Web site at www.kuka-ag.de. Every shareholder will be sent or given a free copy on request. In accordance with statutory provisions, no resolution has been provided for Agenda Item 1, since the Supervisory Board has already approved the Annual Report and Consolidated Financial Statements and adoption of same by the members at the Annual General Meeting is thus not necessary.

2. Discharge from responsibility of the members of the Executive Board

The Executive Board and Supervisory Board propose that the members of the Executive Board be discharged from responsibility for the 2009 financial year.

It is planned to have shareholders at the Annual General Meeting decide regarding the discharge from responsibility of each individual member of the Executive Board.

3. Discharge from responsibility of the members of the Supervisory Board

The Executive Board and Supervisory Board propose that the members of the Supervisory Board be discharged from responsibility for the 2009 financial year.

It is planned to have shareholders at the Annual General Meeting decide regarding the discharge from responsibility of each individual member of the Supervisory Board.

4. Election to the Supervisory Board

Dr. Rolf Bartke, Dr. Reiner Beutel, Dr. Herbert Meyer and Dr. Helmut Leube resigned from their positions as members of the Supervisory Board effective September 18, 2009.

As per article 104, para. 1 of the German Stock Corporation Act, Prof. Dr. Dirk Abel, Dr. Uwe Ganzer, Prof. Dr.-Ing. Uwe Loos and Guy Wyser-Pratte were appointed to the Supervisory Board as decided by the Augsburg Magistrates Court. As per the court decisions, the term of office of these Supervisory Board members ends upon adjournment of the first Annual General Meeting following their appointment by the courts; i.e., upon adjournment of the Ordinary Annual General Meeting of April 29, 2010. The aforementioned members of the Supervisory Board must be thus replaced.

As per article 10, para. 4, sentence 1 of the Articles of Association, the term of office of the new members to be elected to the Supervisory Board will be for the remainder of the original term of office of the members of the Supervisory Board stepping down; i.e., until the adjournment of the 2013 Ordinary Annual General Meeting, at which time a decision will be made regarding the discharge from responsibility of the members of the Supervisory Board for the 2012 financial year.

The Supervisory Board is comprised of six members representing the shareholders and six representing the employees as per articles 96, para. 1 and 101 para. 1 of the German Stock Corporation Act in conjunction with article 7, para. 1, sentence 1 of the German Codetermination Act. Shareholders at the general meeting are not obligated to vote for candidates proposed by the Supervisory Board.

The Supervisory Board recommends that the following candidates be elected to serve on the Supervisory Board as shareholder representatives, effective as of the adjournment of the April 29, 2010 Annual General Meeting.

- a) Prof. Dr.-Ing. Dirk Abel
Aachen, university professor, Director of the Control Engineering department at RWTH Aachen University

- b) Dr. Uwe Ganzer
Hanover, merchant, sole executive manager of VARTA AG, Hanover

Membership in other legally stipulated supervisory boards:

expert AG, Langenhagen
Curanum AG, Munich

- c) Prof. Dr.-Ing. Uwe Loos
Stuttgart, industrial consultant, honorary professor at TU Munich, chair of the faculty of business management, corporate management, logistics and manufacturing

Membership in other legally stipulated supervisory boards:

Dorma Holding GmbH + Co. KGaA, Ennepetal
Gildemeister AG, Bielefeld
CDP Bharat Forge GmbH, Ennepetal
Rodenstock GmbH, Munich
German Eyewear GmbH, Munich
HP Pelzer GmbH, Witten
Kenersys GmbH, Münster

Membership in comparable German and foreign controlling bodies of commercial enterprises:

Bharat Forge LTD, Pune, India

- d) Mr. Guy Wyser-Pratte
Bedford, NY, USA, President Wyser-Pratte & Co. Inc.

5. Resolution on the authorization to purchase and use treasury stock, also with the exception of a tender and subscription right; authorization to cancel acquired treasury stock, also with the reduction of share capital and the rescission of the existing purchase and use authorization.

The Executive Board and Supervisory Board propose the adoption of the following resolution:

- a) The authorization for the acquisition and use of treasury stock granted at the Annual General Meeting of April 29, 2009 and still in force until September 30, 2010 will be rescinded upon the entry into force of the following new authorization.
- b) The Company shall be authorized to acquire treasury stock up to a total amount of 10 percent of share capital existing at the time that this resolution is adopted. The Company may exercise this authorization in whole or partial amounts, once or several times; however, it may also be executed by dependent companies or companies in a majority holding, or through a third party on behalf of the Company or its dependents. The purchase authorization shall remain effective until April 28,

2015.

- c) The acquisition of treasury stock shall be executed on the open market, or within the framework of a public tender offer by the Company extended to all shareholders. The consideration per share paid by the Company may not exceed or fall short of – by more than 10 percent excluding incidental costs – the average closing price of the shares of the Company in the XETRA trading system of Deutsche Börse AG (or a comparable successor system) on the last five trading days before the purchase of treasury stock or, in the case of a public tender offer, from the eighth to the fourth trading day (each inclusive) before the day of publication of the public tender offer. Should, after announcement of the Company's public tender offer, the market price of the company's shares deviate significantly from the offered purchase price or the limit values of the range of the offered purchase price, then the offer may be adjusted. In this case, the revised amount is determined using the respective quoted price on the last trading day prior to the announcement of the adjustment; the 10 percent limit for exceeding or falling short shall be applied to this amount. To the extent that the total number of the shares tendered by the shareholders for repurchase exceeds the repurchase volume, these must be accepted on a pro-rata basis in each case, with a partial exclusion in this connection of any right of the shareholders to tender their shares. Priority may be given to the acceptance of tenders of small lots of up to 100 Company shares per Company shareholder, with a partial exclusion in this connection of any right of the shareholders to tender their shares. Rounding according to accounting practices can also be applied in order to avoid fractional shares due to arithmetic calculation. The purchase offer may also include further conditions.
- d) Regarding treasury stock acquired on the basis of this authorization and authorizations granted at an earlier time, subject to the approval of the Supervisory Board and the exclusion of the subscription rights of the shareholders, the Executive Board shall be authorized:
- aa) to dispose of the acquired treasury stock to third parties in connection with company mergers or the acquisition of companies, or parts of companies, or participations in companies, or other assets (including payables owed by the Company to third parties);
 - bb) to dispose of the acquired treasury stock by means other than the open market or tender offer to all shareholders, if the shares are sold for cash at a price that is not substantially lower than the quoted stock market price of Company shares at the time of the sale.

However, this authorization shall only be effective subject to the proviso that the shares sold subject to the exclusion of the subscription rights according to article 186 para. 3, sentence 4 of the German Stock Corporation Act (AktG) may not, in total, exceed 10 percent of the share capital, and in fact do not do so either on the date that this authorization

becomes effective or on the date on which it is exercised. Shares to be counted against this limit of 10 percent include those shares

- that were issued in order to service warrant or convertible bonds, participation rights or participating bonds or a combination of these instruments, provided that these instruments were issued on the basis of an authorization granted at this Annual General Meeting according to the appropriate application of article 186, para. 4, sentence 4 of the German Stock Corporation Act (AktG);
 - that are issued by exercising an authorization to issue new shares under exclusion of subscription rights using authorized capital that is in effect at the date on which this authorization becomes effective or an authorization granted at this Annual General Meeting pursuant to article 186 para. 3 sentence 4 of the German Stock Corporation Act (AktG);
- cc) to use the acquired treasury stock in order to introduce the Company's shares on foreign stock exchanges on which they were previously not approved for trading;
- dd) to offer shares in place of the payment of variable compensation elements and/or the 13th monthly salary of KUKA Group employees in or for the 2010 financial year in 2010 and 2011. Included are the following groups of employees: (i) Executive Board members of the Company; (ii) management board members of companies associated with the Company; (iii) employees of the Company; (iv) employees of companies associated with the Company. When offering treasury stock in this connection, it shall be ensured that (i) shares are purchased at a price that is not substantially lower than the quoted stock market price of Company shares at the time of accepting the offer; (ii) the acceptance period, subject to regulations concerning collective agreements, is four weeks for the respective offer; and (iii) employees who have acquired shares must hold these for a period of four years.

To the extent that members of the Executive Board are offered treasury stock in place of the payment of compensation elements, the Supervisory Board of the Company shall be authorized to use the treasury stock and determine the modalities of the offer of treasury stock according to the preceding specifications.

- e) Treasury stock acquired on the basis of this authorization and authorizations granted at an earlier time may be cancelled without requiring a further resolution at the Annual General Meeting for the cancellation. Cancellation leads to the reduction of share capital. However, cancellation can also take place by means of a simplified process without the reduction of share capital by adjusting the

proportionate amount of share capital of the remaining shares according to article 8 para. 3 of the German Stock Corporation Act (AktG). The Executive Board is in this case authorized to change the disclosure of the number of shares in the Articles of Association accordingly.

- f) This authorization for the acquisition of treasury stock, as well as the resale or cancellation of such shares, may be used once or several times, in whole or in part.

6. Resolution on partial cancellation of the authorization to exclude shareholder rights when using the existing authorized Capital II; authorization of new authorized Capital III (2010) with authorization to exclude shareholder rights and the associated amendments to the Articles of Association.

The existing authorized Capital II (article 4, para. 5 of the Articles of Association) was partially utilized in connection with the capital increase in November 2009. As a result, the authorization as per article 4, para. 5, sentence 4 and 5 to exclude shareholder rights for a capital increase in exchange for cash contributions for up to 10 percent of share capital, during which the new shares are issued at a price that is not substantially lower than the quoted stock market price of the Company's existing shares, was almost fully utilized. It shall thus be canceled.

Authorization for a new approved capital is requested at the same time.

The Executive Board and Supervisory Board thus propose the adoption of the following resolution:

- a) The following sentences of article 4, para. 5 of the Articles of Association be canceled:

"Subject to approval by the Supervisory Board, the Executive Board is further authorized to exclude shareholder subscription rights upon utilization of the authorized Capital II for capital increases in exchange for cash contributions, once or several times, in an amount not to substantially exceed 10 percent of existing share capital at the time of coming into force of this authorization and at the time at which this authorization is exercised, so that the new shares can be issued in exchange for cash contributions at a price that is not significantly lower than the price of the Company's shares trading on the stock exchange at the time of finalizing the new share issue price. Shares acquired as a result of the authorization by shareholders at the Annual General Meeting of April 29, 2009 and sold pursuant to article 71, paragraph 1, item 8, sentence 5 of the German Stock Corporation Act (AktG) in conjunction with article 186, paragraph 3, sentence 4 of the AktG count towards the aforementioned 10 percent threshold."

- b) Subject to approval by the Supervisory Board, the Executive Board is authorized to increase the Company's share capital once or several times up until April 28, 2015 by up to EUR 7,607,587.00, by issuing new shares (authorized Capital III). The shareholders shall be granted subscription rights. However, subject to approval by the Supervisory Board, the Executive Board is authorized to exclude fractional amounts from the shareholder's subscription rights and to exclude shareholder rights if the capital increase takes place in conjunction with the acquisition of companies or parts of companies or shares in companies or other assets (including payables owed by the Company to third parties). Subject to approval by the Supervisory Board, the Executive Board is further authorized to exclude shareholder subscription rights upon utilization of the authorized Capital III in exchange for cash contributions, once or several times, in an amount not to exceed 10 percent of existing share capital at the time of coming into force and at the time at which this authorization is exercised, so that the new shares can be issued at a price that is not significantly lower than the price of the Company's shares trading on the stock exchange at the time of finalizing the new share issue price. Shares acquired as a result of the authorization by shareholders at the Annual General Meeting of April 29, 2009 and/or sold as a result of this authorization pursuant to article 71, para. 1, item 8, sentence 5 of the German Stock Corporation Act (AktG) in conjunction with article 186, para. 3, sentence 4 of the AktG count towards the aforementioned 10 percent threshold. Furthermore, shares used to service warrant or convertible bonds, participation rights or participating bonds or a combination of these instruments, provided these instruments were issued as a result of an authorization by shareholders at the Annual General Meeting of April 29, 2010 pursuant to the appropriate application of article 186, para. 3, sentence 4 of the AktG, also count towards the aforementioned 10 percent threshold. The Executive Board is authorized, subject to approval by the Supervisory Board, to stipulate other details regarding the capital increase and its execution, in particular with respect to share rights and the terms and conditions related to the share issue.
- c) Article 4, para. 6 of the Articles of Association will be amended as follows and the current article 4, para. 6 of the Articles of Association will now become article 4, para. 7:

"Subject to approval by the Supervisory Board, the Executive Board is authorized to increase the Company's share capital once or several times up until April 28, 2015 by up to EUR 7,607,587.00, by issuing new shares (authorized Capital III). The shareholders shall be granted subscription rights. However, subject to approval by the Supervisory Board, the Executive Board is authorized to exclude fractional amounts from the shareholder's subscription rights and to exclude shareholder rights if the capital increase takes place in conjunction with the acquisition of companies or parts of companies or shares in companies or other assets (including payables owed by the company to third

parties). Subject to approval by the Supervisory Board, the Executive Board is further authorized to exclude shareholder subscription rights upon utilization of the authorized Capital III in exchange for cash contributions, once or several times, in an amount not to exceed 10 percent of existing share capital at the time of coming into force and at the time at which this authorization is exercised, so that the new shares can be issued at a price that is not significantly lower than the price of the Company's shares trading on the stock exchange at the time of finalizing the new share issue price. Shares acquired as a result of the authorization by shareholders at the Annual General Meeting of April 29, 2009 and/or sold as a result of this authorization pursuant to article 71, para. 1, item 8, sentence 5 of the German Stock Corporation Act (AktG) in conjunction with article 186, para. 3, sentence 4 of the AktG count towards the aforementioned 10 percent threshold. Furthermore, shares used to service warrant or convertible bonds, participation rights or participating bonds or a combination of these instruments, provided these instruments were issued as a result of an authorization by shareholders at the Annual General Meeting of April 29, 2010 pursuant to the appropriate application of article 186, para. 3, sentence 4 of the AktG, also count towards the aforementioned 10 percent threshold. The Executive Board is authorized, subject to approval by the Supervisory Board, to stipulate other details regarding the capital increase and its execution, in particular with respect to share rights and the terms and conditions related to the share issue."

- d) The Supervisory Board is authorized to amend the wording of article 4 of the Company's Articles of Association after completely or partially executing the capital increase in accordance with the respective utilization of authorized Capital III and, in the event authorized Capital III has not or not fully been utilized by April 28, 2015, after expiry of the authorization.

7. Resolution on authorization to issue warrant bonds and convertible bonds, participation rights or participating bonds or a combination of these instruments and to exclude shareholder rights on these warrant bonds or convertible bonds, or participation rights or participating bonds or a combination of these instruments in addition to simultaneously authorizing new conditional capital and associated amendments to the Articles of Association

Authorization to issue warrant bonds and convertible bonds, participation rights or participating bonds or a combination of these instruments, together with conditional capital and associated amendments to the Articles of Association are required. The Executive Board and Supervisory Board propose the adoption of the following resolution:

- a) Subject to approval by Supervisory Board, the Executive Board is authorized to issue once or several times ordinary bearer or registered warrant bonds and/or convertible bonds, participation rights or participating bonds or a combination of these instruments (jointly referred to as "bonds") up until April 28, 2015 for a total nominal amount of up to EUR 100,000,000.00 with or without a fixed maturity date and to grant or impose upon holders or creditors of warrant bonds or participation certificates or convertible participation bond options or obligations or upon holders or creditors of convertible bonds or conversion rights or obligations for convertible participating bonds, no par value shares of KUKA Aktiengesellschaft with a pro rata amount of share capital of up to EUR 18,200,000.00 as further required by the conditions of the bonds.

Other than euros, the bonds may be issued in the legal tender of an OECD country, up to the equivalent euro amount. They may be issued by one of KUKA Aktiengesellschaft's dependent Group companies. In such case the Executive Board is authorized, subject to approval by the Supervisory Board, to guarantee the loans for KUKA Aktiengesellschaft and to grant holders or creditors of warrants or conversion rights or obligations no par value shares of KUKA Aktiengesellschaft.

To the extent shareholders are not granted direct access to the bonds, shareholders shall be granted their statutory subscription rights via the financial institution or the consortium of financial institutions issuing the bonds, which are obligated to offer the bonds to the shareholders. If the bonds are issued by a dependent Group company, KUKA Aktiengesellschaft shall ensure that the statutory subscription rights for KUKA Aktiengesellschaft shareholders are granted in accordance with the above sentence.

However, the Executive Board is authorized, subject to approval by the Supervisory Board, to exclude fractional amounts arising as a result of the subscription ratio from the shareholder subscription rights and also to exclude the subscription right to the extent that it is necessary to be able to grant holders of previously issued warrants or conversion rights or obligations a subscription right to the extent to which they would be entitled after exercising their warrants or conversion rights or fulfilling their conversion obligations as shareholders.

The Executive Board is further authorized, subject to approval by the Supervisory Board, to fully exclude the shareholder subscription right for bonds with option or conversion rights or obligations sold for cash, provided the Executive Board, after a diligent analysis, concludes that the issue price of the bond is not substantially less than the hypothetical market value established using recognized principles, especially of financial mathematics. However this authorization to exclude the subscription right only applies for bonds issued with options and or conversion rights or obligations, with an option or conversion right or an option or conversion right to shares with a

pro rata share of total equity that may not exceed 10 percent of share capital, neither on the date this authorization becomes effective nor on the date of exercising the existing authorization, if this value is lower. Treasury shares sold during the term of this authorization pursuant to article 186 para. 3, sentence 4 of the AktG to issue bonds with options and or conversion rights or obligations under exclusion of subscription rights pursuant to article 186, para. 3, sentence 4 of the AktG count towards this 10 percent threshold. Furthermore, shares issued during the term of this authorization pursuant to article 186 para. 3, sentence 4 of the AktG to issue bonds with options and/or conversion rights or obligations from authorized capital under exclusion of subscription rights pursuant to article 186, para. 3, sentence 4 of the AktG count towards the aforementioned 10 percent threshold.

To the extent that participation rights or participating bonds are issued without conversion rights/obligations or option rights/obligations, the Executive Board is authorized, subject to approval by the Supervisory Board, to exclude shareholder rights entirely, if these participation rights or participating bonds are endowed with obligation-like instruments; i.e., they do not confer membership rights in KUKA Aktiengesellschaft, nor grant any share of the proceeds of liquidation, and the interest rate is not calculated on the basis of total annual net earnings, retained earnings or dividends. Furthermore, in such case the interest rate and issue price of the participation rights or participating bonds shall correspond to actual market conditions at the time of issue.

The bonds will be split into partial bonds.

When warrant bonds are issued, each partial bond includes one or more warrants, entitling the holder to acquire no par value shares of KUKA Aktiengesellschaft according to the terms and conditions stipulated by the Executive Board. For warrant bonds issued in euro by KUKA Aktiengesellschaft, the terms and conditions of the options can stipulate that the option price can also be paid by transferring partial bonds and if applicable, by a cash payment. The pro-rated amount of share capital of the shares allocated to each partial bond shall not exceed the face value of the partial bond. To the extent that fractional shares arise, it can be stipulated that the fractional shares can be added together and, possibly through supplementary payment, used to purchase whole shares in accordance with the terms and conditions of the options or bonds. The same applies if warrants are attached to a participation right or participation bond.

In the case of issuing convertible bonds, for bearer bonds, the holders or creditors of the partial bonds shall receive the right to convert their partial bonds, subject to the terms and conditions of the convertible bonds stipulated by the Executive Board, into no par value shares of KUKA Aktiengesellschaft. The conversion ratio is calculated by dividing the face value or the issue price less than the face value of a partial bond by a fixed conversion price for one

no par value share of KUKA Aktiengesellschaft and can be rounded up or down to a whole number. Furthermore, a cash payment and consolidation or compensation for non-convertible fractions can be defined. The bond conditions may also provide for a variable conversion ratio and definition of the conversion price (subject to the following minimum price definition) within a prescribed bandwidth dependent upon the market price performance of KUKA Aktiengesellschaft shares during the term of the bond. The same applies if the conversion right relates to a participation right or an participation bond.

The option or conversion price to be defined in each case for a bearer share of KUKA Aktiengesellschaft must, with the exception of cases in which the option or conversion obligation or a stock delivery right is provided, must be at least 80 percent of the average closing price, weighted by volume, of the no par value shares of KUKA Aktiengesellschaft trading electronically on the Frankfurt stock exchange in the last 10 trading days prior to the day of the resolution by the Executive Board regarding the issue of the bond, to which are attached options or conversion rights or obligations or for the case of granting a subscription right, at least 80 percent of the average stock market price, weighted by volume, of KUKA Aktiengesellschaft shares trading electronically on the Frankfurt stock exchange during the term of the subscription rights, minus the number of days of the subscription right term required to announce the option or conversion price pursuant to article 186, para. 2, sentence 2 of the AktG in a timely fashion. Article 9 para. 1 and article 199 of the AktG are unaffected.

Notwithstanding article 9, para. 1 of the AktG, for bonds with options or conversion rights or obligations, the option or conversion price may be reduced as a result of an antidilution clause as per the terms and conditions if KUKA Aktiengesellschaft (i) increases share capital using the Company's own resources or (ii) increases share capital by grants its shareholders an exclusive subscription right, or sells treasury shares or (iii) issues, grants or guarantees additional bonds with options or conversion rights or obligations and grants its shareholders an exclusive subscription right and in cases (i) to (iii) where holders of existing options or conversion rights or obligations are not granted a subscription right thereto, to the extent to which they would be entitled after exercising their option or conversion rights or fulfilling their option or conversion obligations, during the term to maturity of the options or conversion rights. The reduction in the option or conversion price may also be realized by way of a cash payment upon exercising the option or conversion right or fulfilling the option or conversion obligations. Furthermore, the conditions of a bond that has option or conversion rights or obligations attached may include provisions for amending the option or conversion rights or option or conversion obligations in the event of a capital decrease or other extraordinary measure or event that may result in a dilution of the value of the option or conversion rights or obligations (e.g., control transferred to third parties). Article 9 para. 1 and article 199 of the AktG are unaffected.

The bond conditions can give KUKA Aktiengesellschaft the right to pay a cash sum instead of granting new no par value shares in the event of an exercising of conversion rights or options, the amount which corresponds to the volume weighted average closing price of KUKA Aktiengesellschaft no par value shares trading electronically on the Frankfurt stock exchange, times the number of otherwise deliverable shares, during a term to be defined in the bond conditions. The bond conditions can also give KUKA Aktiengesellschaft the option of converting bonds to which option or conversion rights or obligations are attached into existing shares of KUKA Aktiengesellschaft or some other listed company instead of into new shares from conditional capital, or that the option right can be fulfilled by delivery of such shares or that the option obligation is met by the delivery of such shares.

The option conditions can also have a provision for a conversion or option obligation at the end of the term (or at some other point in time) or give KUKA Aktiengesellschaft the right to grant no par value shares of KUKA Aktiengesellschaft to the holders or creditors in whole or in part instead of paying the cash sum due upon maturity of the bond to which option or conversion rights or obligations are attached (this also covers maturity due to cancellation). In such cases the option or conversion price as per the terms and conditions of the bond can be either at least the aforementioned minimum price or the volume weighted average closing price of KUKA Aktiengesellschaft no par value shares trading electronically on the Frankfurt stock exchange during the 10 trading days prior to the day of maturity or some other defined point in time, even if this average price is less than the aforementioned minimum price (80 percent). The pro-rated amount of share capital of the shares of KUKA Aktiengesellschaft no par value shares to be issued when converting or exercising an option shall not exceed the face value of the convertible bonds. Article 9, para. 1 in connection with article 199, para. 2 of the AktG shall be observed.

The Executive Board is authorized, subject to approval by the Supervisory Board, to define further details regarding the issue and terms of the bonds, particularly the interest rate, issue price, term to maturity and denomination, anti-dilution conditions, option or conversion period and to establish the conversion or option price within the aforementioned framework or in agreement with the executive bodies of the KUKA Aktiengesellschaft Group company issuing the warrant or convertible bond.

- b) Share capital will be conditionally increased by up to EUR 18,200,000.00 by issuing up to 7,000,000 new no par value shares (conditional Capital). The conditional capital increase will be applied to grant no par value shares when conversion or option rights are exercised (or upon fulfillment of corresponding option/conversion obligations) or when KUKA Aktiengesellschaft exercises its option to grant no par value shares of KUKA Aktiengesellschaft instead of

paying wholly or partially the monies due to the holders of conversion or warrant bonds, participating rights or participating bonds (or a combination of these instruments), issued by KUKA Aktiengesellschaft or a dependent Group company in exchange for cash contributions as a result of the authorization granted by the shareholders at the Annual General Meeting of April 29, 2010, until April 28, 2015. Furthermore, new shares will be issued according to the condition in the aforementioned authorization resolution at the option or conversion price to be determined respectively.

The conditional capital increase shall only be conducted in the event of an issue of bonds to which option or conversion rights or obligations are attached in accordance with the authorization by shareholders at the Annual General Meeting of April 29, 2010 and only to the extent that option or conversion rights are exercised or to the extent that holders of bonds obligated to convert or exercise their options fulfill their conversion or option obligations, or to the extent that KUKA Aktiengesellschaft exercises its option to grant no par value shares of KUKA Aktiengesellschaft instead of paying wholly or partially the monies due and provided in each case no cash settlement is granted or treasury shares or shares of another listed company are used to service the bonds. The new shares issued shall participate in the profits as of the beginning of the financial year in which they are issued. The Executive Board is authorized, subject to approval by the Supervisory Board, to define the further details of execution of the conditional capital increase.

- c) The following new para. 8 will be inserted in article 4 of the Articles of Association:

"Share capital is conditionally increased by up to EUR 18,200,000.00, divided into up to 7,000,000 new no par value shares (conditional Capital). The conditional capital increase will only be carried out to the extent that holders or creditors of option or conversion rights or conversion or option obligations exercise their option or conversion rights in exchange for cash for options and or convertible bonds, participation rights or participating bonds (or a combination of these instruments), issued or guaranteed by KUKA Aktiengesellschaft or a dependent Group company of KUKA Aktiengesellschaft as a result of the authorization granted to the Executive Board by shareholders at the Annual General Meeting of April 29, 2010 until April 28, 2015, or, to the extent they were obliged to exercise their conversion or option rights, fulfill their conversion or option obligations, or to the extent that KUKA Aktiengesellschaft exercises its option to wholly or partially grant shares of KUKA Aktiengesellschaft instead of paying the monies due, provided no cash settlement or treasury shares or shares of another listed company are used to service the bonds. Furthermore, new shares will be issued according to the conditions of the aforementioned authorization resolution at the option or conversion price to be determined respectively. The new shares shall participate in the profits

as of the beginning of the financial year in which they are issued. The Executive Board is authorized, subject to approval by the Supervisory Board, to define the further details of execution of the conditional capital increase.

- d) The Supervisory Board is authorized to amend the wording of paragraphs 1 and 8 of article 4 of the Articles of Association as per the respective issue of shares offered under the stock option plan and all other associated amendments to the articles of incorporation that only affect the wording. The same applies in the event the authorization to issue bonds is not exercised after expiry of the period of authorization, or to the extent the conditional capital has not been utilized at the time of expiry of the warrants and conversion rights, or deadline for fulfillment of the conversion or warrant obligations.

8. Resolution on approving the changes to the control and profit or earnings transfer agreements between KUKA Aktiengesellschaft and its subsidiaries (i) KUKA Systems GmbH, (ii) KUKA Roboter GmbH, (iii) KUKA Dienstleistungs GmbH and (iv) IWKA PACKAGING GmbH

Independent control and profit or earnings transfer agreements exist between each of the KUKA Aktiengesellschaft companies and each of the subsidiaries of KUKA Systems GmbH, KUKA Roboter GmbH, KUKA Dienstleistungs GmbH and IWKA PACKAGING GmbH.

In order to ensure that these control and profit or earnings transfer agreements are recognized from a taxation perspective, the version of the rules regarding profit transfer contained in the agreements must be amended. From now on, it shall dynamically refer to the respective valid version of article 302 of the AktG. As part of these amendments, the agreements shall be reworded overall.

Since the shares of all of the named subsidiaries are 100 percent directly owned by KUKA Aktiengesellschaft and there are thus no outside shareholders of the subsidiaries, KUKA Aktiengesellschaft is required to make neither equalization payments (article 304 AktG) nor pay any indemnities (article 305 AktG). Neither is any audit of the agreement by an auditor required as per articles 293b, para. 1 and 295 of the AktG.

KUKA Aktiengesellschaft and the named subsidiaries reached agreement on September 28, 2009 regarding amendments (addenda) to the existing control and profit or earnings transfer agreements. Shareholders at the Annual General Meetings of the named subsidiaries approved the changes to the control and profit or earnings transfer agreements on September 28, 2009. In order to be effective, the amendments to the control and profit or earnings transfer agreements require approval by shareholders at the Annual General Meeting of KUKA Aktiengesellschaft, as was the case for the original approval.

a) Resolution regarding approval of amendments to the existing Control and Profit Transfer Agreement between KUKA Aktiengesellschaft and KUKA Systems GmbH

The Executive Board and Supervisory Board recommend that shareholders approve the agreement on amendments (addendum) dated September 28, 2009 to the existing Control and Profit Transfer Agreement dated November 24/December 10, 1987 between KUKA Aktiengesellschaft (controlling enterprise) and KUKA Systems GmbH (dependent company).

The essential content of the agreement dated September 28, 2009 on amendments to the Control and Profit Transfer Agreement is as follows:

**Addendum to the
Control and Profit Transfer Agreement**

The Control and Profit Transfer Agreement between **KUKA Aktiengesellschaft**, headquartered in Augsburg, described in the Commercial Registry of the Augsburg Magistrates Court under HRB 22709, formerly known as INDUSTRIE-WERKE KARLSRUHE AUGSBURG Aktiengesellschaft with headquarters in Karlsruhe

– hereinafter also referred to as "Parent Company" –

and **KUKA Systems GmbH**, headquartered in Augsburg, described in the Commercial Registry of the Augsburg Magistrates Court under HRB 7921, formerly known as KUKA Schweißanlagen + Roboter GmbH with headquarters in Karlsruhe

– hereinafter also referred to as "Subsidiary" –

in which the

- contracting parties and
- term

shall remain the same, shall otherwise be amended in accordance with the following agreements:

Articles I, II, III, IV and V of the Control and Profit Transfer Agreement will be entirely deleted and reworded as follows:

"Article 1

The Parent Company is the sole shareholder of the Subsidiary with all voting rights. The Subsidiary is thus controlled by the Parent Company and its financial, business and organizational structures and processes are integrated into those of the Parent Company.

Article 2

- (1) The Subsidiary is under the direction of the Parent Company.

- (2) The Parent Company is entitled to issue directives to the managers of the Subsidiary with regard to their management of the business - to the extent legally permitted. The Subsidiary's managers are obliged to comply with these directives.
- (3) The Parent Company is entitled to review the Subsidiary's books and journals at any time and to demand information regarding the Subsidiary's business dealings.

Article 3

- (1) The Subsidiary is obliged to transfer all of its profit determined in accordance with German commercial regulations to the Parent Company. Profit is defined as the annual net earnings excluding profit transfer, which
 - a) is reduced by a loss carryforward from the prior year and the amounts allocated to other retained earnings;
 - b) is increased by the amounts taken from other retained earnings posted during the term of this agreement.

The profit to be transferred is reduced to the extent articles 58 b) to 58 d) of the German Limited Liability Companies Act (GmbHG) prohibit same.

The transfer of amounts from the reversal of capital reserves is excluded.

The transfer of amounts from the reversal of retained earnings, which were posted prior to this agreement coming into force, is also excluded.

- (2) The Subsidiary may only allocate amounts to other revenue reserves to the extent it is justified from a business perspective after making a reasonable accounting assessment. Amounts may only be taken from other revenue reserves and transferred as profits to the extent that the amounts were allocated to these other revenue reserves during the term of the agreement.
- (3) In addition, the maximum amount of profit transfer is subject to appropriate application of the respective valid version of article 301 of the AktG.
- (4) The Parent Company is obligated to offset any other annual loss that arises during the term of the contract, to the extent that it is not offset using funds from other revenue reserves that were posted during the term of the contract. In addition, appropriate application of the respective valid version of article 302 of the AktG is required.
- (5) The Subsidiary must transfer profits or is entitled to having its annual loss offset on the due date, which occurs at the end of each financial year. A reasonable interest rate must be applied to the Subsidiary's profit or annual loss between the end of the financial year and the actual date on which the profit is transferred or loss offset. The invoices for the profit to be transferred or the loss to be offset shall be submitted respectively prior to adopting the

Subsidiary's financial statements. This settlement shall be taken into account in the Subsidiary's financial statements.

The contents of article VI remain unchanged and the article becomes "**Article 4**".

Furthermore, a new article 5 is to be added as follows:

"Article 5

- (1) Amendments and addenda to the agreement must be in writing to be binding.
- (2) Should individual provisions of this agreement be or become legally ineffective, this shall not affect the validity of the remaining contents of the agreement. The nullified provision shall be replaced by one that comes as close as possible to the nullified provision.

Amendments related to the contents of the control agreement shall take effect as of the date of entry of the amendments into the controlling company's Commercial Registry.

Amendments related to the contents of the Profit Transfer Agreement shall take effect as of the beginning of the financial year in which the amendment was entered into the controlling company's Commercial Registry.

The entire wording of the amended Control and Profit Transfer Agreement shall be as per the wording of the document attached to this agreement.

Augsburg, September 28, 2009.

KUKA Aktiengesellschaft.

KUKA Systems GmbH

b) Resolution regarding approval of the amendments to the existing Control and Earnings Transfer Agreement between KUKA Aktiengesellschaft and KUKA Roboter GmbH

The Executive Board and Supervisory Board recommend that shareholders approve the agreement on amendments (addendum) dated September 28, 2009 to the existing Control and Earnings Transfer Agreement dated September 2/August 12, 1996 between KUKA Aktiengesellschaft (controlling enterprise) and KUKA Roboter GmbH (dependent company).

The essential content of the agreement dated September 28, 2009 on amendments to the Control and Earnings Transfer Agreement is as follows:

**Addendum to the
Control and Earnings Transfer Agreement**

The Control and Earnings Transfer Agreement between **KUKA Aktiengesellschaft**, headquartered in Augsburg, described in the Commercial Registry of the Augsburg Magistrates Court under HRB

22709, formerly known as INDUSTRIE-WERKE KARLSRUHE AUGSBURG Aktiengesellschaft with headquarters in Karlsruhe

– hereinafter also referred to as "Parent Company" –

and **KUKA Roboter GmbH**, headquartered in Augsburg, described in the Commercial Registry of the Augsburg Magistrates Court under HRB 14914

– hereinafter also referred to as "Subsidiary" –

in which the

- contracting parties and
- term

shall remain the same, shall otherwise be amended in accordance with the following agreements:

Articles I, II, III, IV and V of the Control and Earnings Transfer Agreement will be entirely deleted and reworded as follows:

"Article 1

The Parent Company is the sole shareholder of the Subsidiary with all voting rights. The Subsidiary is thus controlled by the Parent Company and its financial, business and organizational structures and processes are integrated into those of the Parent Company.

Article 2

- (1) The Subsidiary is under the direction of the Parent Company.
- (2) The Parent Company is entitled to issue directives to the managers of the Subsidiary with regard to their management of the business - to the extent legally permitted. The Subsidiary's managers are obliged to comply with these directives.
- (3) The Parent Company is entitled to review the Subsidiary's books and journals at any time and to demand information regarding the Subsidiary's business dealings.

Article 3

- (1) The Subsidiary is obliged to transfer all of its profit determined in accordance with German commercial regulations to the Parent Company. Profit is defined as the annual net earnings excluding profit transfer, which
 - a) is reduced by a loss carryforward from the prior year and the amounts allocated to other retained earnings;
 - b) is increased by the amounts taken from other retained earnings posted during the term of this agreement.

The profit to be transferred is reduced to the extent articles 58 b) to 58 d) of the German Limited Liability Companies Act (GmbHG) prohibit same.

The transfer of amounts from the reversal of capital reserves is excluded.

The transfer of amounts from the reversal of retained earnings, which were posted prior to this agreement coming into force, is also excluded.

- (2) The Subsidiary may only allocate amounts to other revenue reserves to the extent it is justified from a business perspective after making a reasonable accounting assessment. Amounts may only be taken from other revenue reserves and transferred as profits to the extent that the amounts were allocated to these other revenue reserves during the term of the agreement.
- (3) In addition, the maximum amount of profit transfer is subject to appropriate application of the respective valid version of article 301 of the AktG.
- (4) The Parent Company is obligated to offset any other annual loss that arises during the term of the contract, to the extent that it is not offset using funds from other revenue reserves that were posted during the term of the contract. In addition, appropriate application of the respective valid version of article 302 of the AktG is required.
- (5) The Subsidiary must transfer profits or is entitled to having its annual loss offset on the due date, which occurs at the end of each financial year. A reasonable interest rate must be applied to the Subsidiary's profit or annual loss between the end of the financial year and the actual date on which the profit is transferred or loss offset. The invoices for the profit to be transferred or the loss to be offset shall be submitted respectively prior to adopting the Subsidiary's financial statements. This settlement shall be taken into account in the Subsidiary's financial statements.

The contents of article VI remain unchanged and the article becomes "**Article 4**".

Furthermore, a new article 5 is to be added as follows:

"Article 5

- (1) Amendments and addenda to the agreement must be in writing to be binding.
- (2) Should individual provisions of this agreement be or become legally ineffective, this shall not affect the validity of the remaining contents of the agreement. The nullified provision shall be replaced by one that comes as close as possible to the nullified provision.

Amendments related to the contents of the control agreement shall take effect as of the date of entry of the amendments into the controlling company's Commercial Registry.

Amendments related to the contents of the Earnings Transfer Agreement shall take effect as of the beginning of the financial year in which the amendment was entered into the controlling company's Commercial Registry.

The entire wording of the amended Control and Earnings Transfer Agreement shall be as per the wording of the document attached to this agreement.

Augsburg, September 28, 2009.

KUKA Aktiengesellschaft.

KUKA Roboter GmbH

c) Resolution regarding approval of the amendments to the existing Control and Profit Transfer Agreement between KUKA Aktiengesellschaft and KUKA Dienstleistungs GmbH

The Executive Board and Supervisory Board recommend that shareholders approve the agreement on amendments (addendum) dated September 28, 2009 to the existing Control and Profit Transfer Agreement dated November 24/December 4, 1987 (and addendum dated January 26/February 1, 1988) between KUKA Aktiengesellschaft (controlling enterprise) and KUKA Systems GmbH (dependent company, formally known as IWKA Anlagen- und Verwaltungsgesellschaft mbH, headquartered in Augsburg).

The essential content of the agreement dated September 28, 2009 on amendments to the control and profit transfer agreement is as follows:

**Addendum to the
Control and Profit Transfer Agreement**

The Control and Profit Transfer Agreement between **KUKA Aktiengesellschaft**, headquartered in Augsburg, described in the Commercial Registry of the Augsburg Magistrates Court under HRB 22709, formerly known as INDUSTRIE-WERKE KARLSRUHE AUGSBURG Aktiengesellschaft with headquarters in Karlsruhe

– hereinafter also referred to as "Parent Company" –

and **KUKA Dienstleistungs GmbH**, headquartered in Augsburg, described in the Commercial Registry of the Augsburg Magistrates Court under HRB 22800,

– hereinafter also referred to as "Subsidiary" –

in which the

- contracting parties and
- term

shall remain the same, shall otherwise be amended in accordance with the following agreements:

Articles I, II, III, IV and V of the Control and Profit Transfer Agreement will be entirely deleted and reworded as follows:

"Article 1

The Parent Company is the sole shareholder of the Subsidiary with all voting rights. The Subsidiary is thus controlled by the Parent Company and its financial, business and organizational structures and processes are integrated into those of the Parent Company.

Article 2

- (1) The Subsidiary is under the direction of the Parent Company.
- (2) The Parent Company is entitled to issue directives to the managers of the Subsidiary with regard to their management of the business - to the extent legally permitted. The Subsidiary's managers are obliged to comply with these directives.
- (3) The Parent Company is entitled to review the Subsidiary's books and journals at any time and to demand information regarding the Subsidiary's business dealings.

Article 3

- (1) The Subsidiary is obliged to transfer all of its profit determined in accordance with German commercial regulations to the Parent Company. Profit is defined as the annual net earnings excluding profit transfer, which
 - a) is reduced by a loss carryforward from the prior year and the amounts allocated to other retained earnings;
 - b) is increased by the amounts taken from other retained earnings posted during the term of this agreement.

The profit to be transferred is reduced to the extent articles 58 b) to 58 d) of the German Limited Liability Companies Act (GmbHG) prohibit same.

The transfer of amounts from the reversal of capital reserves is excluded.

The transfer of amounts from the reversal of retained earnings, which were posted prior to this agreement coming into force, is also excluded.

- (2) The Subsidiary may only allocate amounts to other revenue reserves to the extent it is justified from a business perspective after making a reasonable accounting assessment. Amounts may only be taken from other revenue reserves and transferred as profits to the extent that the amounts were allocated to these other revenue reserves during the term of the agreement.
- (3) In addition, the maximum amount of profit transfer is subject to appropriate application of the respective valid version of article 301 of the AktG.

- (4) The Parent Company is obligated to offset any other annual loss that arises during the term of the contract, to the extent that it is not offset using funds from other revenue reserves that were posted during the term of the contract. In addition, appropriate application of the respective valid version of article 302 of the AktG is required.
- (5) The Subsidiary must transfer profits or is entitled to having its annual loss offset on the due date, which occurs at the end of each financial year. A reasonable interest rate must be applied to the Subsidiary's profit or annual loss between the end of the financial year and the actual date on which the profit is transferred or loss offset. The invoices for the profit to be transferred or the loss to be offset shall be submitted respectively prior to adopting the Subsidiary's financial statements. This settlement shall be taken into account in the Subsidiary's financial statements.

The contents of article VI remain unchanged and the article becomes "**Article 4**".

Furthermore, a new article 5 is to be added as follows:

"Article 5

- (1) Amendments and addenda to the agreement must be in writing to be binding.
- (2) Should individual provisions of this agreement be or become legally ineffective, this shall not affect the validity of the remaining contents of the agreement. The nullified provision shall be replaced by one that comes as close as possible to the nullified provision.

Amendments related to the contents of the control agreement shall take effect as of the date of entry of the amendments into the controlling company's Commercial Registry.

Amendments related to the contents of the Profit Transfer Agreement shall take effect as of the beginning of the financial year in which the amendment was entered into the controlling company's Commercial Registry.

The entire wording of the amended Control and Profit Transfer Agreement shall be as per the wording of the document attached to this agreement.

Augsburg, September 28, 2009.

KUKA Aktiengesellschaft.

KUKA Dienstleistungs GmbH

d) Resolution regarding approval of the amendments to the existing Control and Profit Transfer Agreement between KUKA Aktiengesellschaft and IWKA PACKAGING GmbH

The Executive Board and Supervisory Board recommend that shareholders approve the agreement on amendments (addendum) dated September 28, 2009 to the existing Control and Profit Transfer Agreement dated November 23/24

1987 between KUKA Aktiengesellschaft (controlling enterprise) and IWKA PACKAGING GmbH (dependent company, formerly known as IWK Verpackungstechnik Beteiligungsverwaltungs-GmbH headquartered in Karlsruhe).

The essential content of the agreement dated September 28, 2009 on amendments to the control and profit transfer agreement is as follows:

**Addendum to the
Control and Profit Transfer Agreement**

The Control and Profit Transfer Agreement between **KUKA Aktiengesellschaft**, headquartered in Augsburg, described in the Commercial Registry of the Augsburg Magistrates Court under HRB 22709, formerly known as INDUSTRIE-WERKE KARLSRUHE AUGSBURG Aktiengesellschaft with headquarters in Karlsruhe

– hereinafter also referred to as "Parent Company" –

and **IWKA PACKAGING GmbH**, with future headquarters in Augsburg, currently still described in the Commercial Registry of the Augsburg Magistrates Court under HRB 102775, formerly known as IWK Verpackungstechnik Beteiligungsverwaltungs-GmbH with headquarters in Karlsruhe

– hereinafter also referred to as "Subsidiary" –

in which the

- contracting parties and
- term

shall remain the same, shall otherwise be amended in accordance with the following agreements:

Articles I, II, III, IV and V of the company agreement will be entirely deleted and reworded as follows:

"Article 1

The Parent Company is the sole shareholder of the Subsidiary with all voting rights. The Subsidiary is thus controlled by the Parent Company and its financial, business and organizational structures and processes are integrated into those of the Parent Company.

Article 2

- (1) The Subsidiary is under the direction of the Parent Company.
- (2) The Parent Company is entitled to issue directives to the managers of the Subsidiary with regard to their management of the business - to the extent legally permitted. The Subsidiary's managers are obliged to comply with these directives.
- (3) The Parent Company is entitled to review the Subsidiary's books and journals at any time and to demand information regarding the Subsidiary's business dealings.

Article 3

- (1) The Subsidiary is obliged to transfer all of its profit determined in accordance with German commercial regulations to the Parent Company. Profit is defined as the annual net earnings excluding profit transfer, which
 - a) is reduced by a loss carryforward from the prior year and the amounts allocated to other retained earnings;
 - b) is increased by the amounts taken from other retained earnings posted during the term of this agreement.

The profit to be transferred is reduced to the extent articles 58 b) to 58 d) of the German Limited Liability Companies Act (GmbHG) prohibit same.

The transfer of amounts from the reversal of capital reserves is excluded.

The transfer of amounts from the reversal of retained earnings, which were posted prior to this agreement coming into force, is also excluded.

- (2) The Subsidiary may only allocate amounts to other revenue reserves to the extent it is justified from a business perspective after making a reasonable accounting assessment. Amounts may only be taken from other revenue reserves and transferred as profits to the extent that the amounts were allocated to these other revenue reserves during the term of the agreement.
- (3) In addition, the maximum amount of profit transfer is subject to appropriate application of the respective valid version of article 301 of the AktG.
- (4) The Parent Company is obligated to offset any other annual loss that arises during the term of the contract, to the extent that it is not offset using funds from other revenue reserves that were posted during the term of the contract. In addition, appropriate application of the respective valid version of article 302 of the AktG is required.
- (5) The Subsidiary must transfer profits or is entitled to having its annual loss offset on the due date, which occurs at the end of each financial year. A reasonable interest rate must be applied to the Subsidiary's profit or annual loss between the end of the financial year and the actual date on which the profit is transferred or loss offset. The invoices for the profit to be transferred or the loss to be offset shall be submitted respectively prior to adopting the Subsidiary's financial statements. This settlement shall be taken into account in the Subsidiary's financial statements.

The contents of article VI remain unchanged and the article becomes "**Article 4**".

Furthermore, a new article 5 is to be added as follows:

"Article 5

- (1) Amendments and addenda to the agreement must be in writing to be binding.
- (2) Should individual provisions of this agreement be or become legally ineffective, this shall not affect the validity of the remaining contents of the agreement. The nullified provision shall be replaced by one that comes as close as possible to the nullified provision.

Amendments related to the contents of the control agreement shall take effect as of the date of entry of the amendments into the controlling company's Commercial Registry.

Amendments related to the contents of the Profit Transfer Agreement shall take effect as of the beginning of the financial year in which the amendment was entered into the controlling company's Commercial Registry.

The entire wording of the amended Control and Profit Transfer Agreement shall be as per the wording of the document attached to this agreement.

Augsburg, September 28, 2009.

KUKA Aktiengesellschaft.

IWKA PACKAGING GmbH

The following documents regarding item 8 of the agenda will be available for shareholders to view, starting from the day of the convening of the Annual General Meeting, at the business premises of KUKA Aktiengesellschaft, Zugspitzstrasse 140, 86165 Augsburg and are accessible at the company's Web site at www.kuka-ag.de.

- The original Control and Profit Transfer Agreement between KUKA Aktiengesellschaft and KUKA Systems GmbH dated November 24/December 10, 1987, the agreement on amendments dated September 28, 2009 and the entire reworded agreement,
- The original Control and Earnings Transfer Agreement between KUKA Aktiengesellschaft and KUKA Roboter GmbH dated September 2/August 12, 1996, the agreement on amendments dated September 28, 2009 and the entire reworded agreement,
- The original Control and Profit Transfer Agreement between KUKA Aktiengesellschaft and KUKA Dienstleistungs GmbH dated November 24/December 4, 1987, (addendum dated January 26/February 1, 1988), the agreement on amendments dated September 28, 2009 and the entire reworded agreement,
- The original Control and Profit Transfer Agreement between KUKA Aktiengesellschaft and IWKA PACKAGING GmbH dated November 23/24, 1987, the agreement on amendments dated September 28, 2009 and the entire reworded agreement,

- KUKA Aktiengesellschaft's annual financial statements, management reports and the consolidated financial statements and Group management reports for fiscal 2007, 2008 and 2009,
- the financial statements and management reports of KUKA Systems GmbH, KUKA Roboter GmbH, KUKA Dienstleistungs GmbH and IWKA PACKAGING GmbH, each for fiscal 2007, 2008 and 2009,
- the joint report by the Executive Board of KUKA Aktiengesellschaft and the management of KUKA Systems GmbH as per articles 293a and 295 of the AktG dated February 26, 2010,
- the joint report by the Executive Board of KUKA Aktiengesellschaft and the management of KUKA Roboter GmbH as per articles 293a and 295 of the AktG dated February 26, 2010,
- the joint report by the Executive Board of KUKA Aktiengesellschaft and the management of KUKA Dienstleistungs GmbH as per articles 293a and 295 of the AktG dated February 26, 2010,
- the joint report by the Executive Board of KUKA Aktiengesellschaft and the management of IWKA PACKAGING GmbH as per articles 293a and 295 of the AktG dated February 26, 2010,

These documents will also be available at the Annual General Meeting on April 29, 2010.

9. Resolution on amendments to the Articles of Association

The law to implement the shareholder rights directive dated July 30, 2009 (ARUG) has resulted in changes to stock corporation related deadlines, dates and how they are calculated, as well as the rules regarding participation in the Annual General Meeting. The following recommended changes to the Articles of Association serve to amend the Articles of Association in conformance with these new directives as well as updating the purpose of the company.

a) Amended article 2 of the Articles of Association

The Executive Board and Supervisory Board recommend that the current purpose of the company as a pure holding company be amended and to resolve that article 2 of the Articles of Association be worded as follows:

"Article 2 Purpose of the company

- (1) The company manages a group of companies in Germany and abroad, which primarily conduct business as follows:
 - develop, design, manufacture, sell and maintain industrial robots and robot-based products and applications, as well as other handling systems and trade in products in the aforementioned fields,
 - develop, plan, design, manufacture, construct, sell, operate and maintain systems, including industrial systems, machinery and tools used in assembly and manufacturing, as well as trade in products in the aforementioned fields,
 - provide services of all types, in particular in the field of property and building administration, data processing, human resources and leasing for commercial enterprises,
- (2) The company itself may also become active in the business fields described in paragraph 1. It is entitled to participate in all businesses and take any steps necessary in connection with the purpose of the company or that it deems beneficial; in this respect it is also authorized to found, purchase or acquire an interest in additional companies. The purpose of the company is further to acquire the necessary fixed assets and equipment to manufacture and sell and trade in the items described in paragraph 1. The company can integrate companies in which it holds an interest under a common management or restrict itself to the administration of such companies."

b) Amended article 18 of the Articles of Association

The Executive Board and Supervisory Board recommend aligning article 18 with the amended articles 121 para. 7 and 123 para. 1 of the AktG and to resolve that article 18 of the Articles of Association be worded as follows:

"The Annual General Meeting shall be called in accordance with the legally required deadline."

c) Amended article 19 of the Articles of Association

The Executive Board and Supervisory Board recommend aligning article 19 with the amended wording of articles 121 para. 7 and 123 para. 1 and 3 of the AktG and to resolve that article 19 of the Articles of Association be worded as follows:

"Article 19 Registration for Annual General Meeting, proof

- (1) Only shareholders who register in advance are entitled to participate in the Annual General Meeting and exercise their voting rights. Written registration must be received by the company at the address provided in the notice of meeting at least six days prior to the day of the meeting. In the event the Executive Board calls the meeting, it is authorized to stipulate a shorter deadline measured in days. In the event the Supervisory Board calls the meeting it is also authorized to stipulate a shorter deadline measured in days. The day of the meeting and the day of first access to the registration shall not be included when calculating the number of days prior to the deadline.
- (2) Furthermore, in order to be eligible to participate in the Annual General Meeting and exercise their voting rights, the respective shareholders of the company must provide proof of their shareholdings by way of a special written confirmation in English or German provided by the financial institution holding the shareholders' certificates. Such confirmation shall refer to the twenty-first day before the meeting. The confirmation must be received by the Company at the address provided in the notice of meeting at least six days prior to the meeting. In the event the Executive Board calls the meeting, it is authorized to stipulate a shorter deadline measured in days. In the event the Supervisory Board calls the meeting it is also authorized to stipulate a shorter deadline measured in days. The day of the meeting and the day of first access to the confirmation shall not be included when calculating the number of days prior to the deadline. In relationship to the Company and for the purpose of attendance at the Annual General Meeting and the exercise of voting rights, only those who have provided such confirmation shall be deemed to be shareholders."

10. Election of the Auditors of the annual financial statement and of the consolidated financial statements for the 2010 financial year, as well as the auditor for an independent review, if applicable, of the condensed financial statements and the interim report for the first half of the 2010 financial year

The Supervisory Board proposes, as per the recommendation of the Audit Committee, to resolve that PricewaterhouseCoopers Aktiengesellschaft Wirtschaftsprüfungsgesellschaft, Frankfurt/Main be elected as auditors of the annual financial statement and of the consolidated financial statements for the 2010 financial year and for an independent audit review of the condensed financial statements and interim report for the first half of the 2010 financial year, if such a review of these statements is conducted.

II. Reports of the Executive Board

Report of the Executive Board concerning Agenda Item 5 pursuant to article 71 para. 1 no. 8, article 186 para. 4 sentence 2 AktG

The Executive Board has put together a written report concerning Agenda Item 5 pursuant to article 71 para. 1 no. 8 sentence 5 in conjunction with article 186 para. 4 sentence 2 AktG outlining the reasons for the authorization proposed in Agenda Item 5 for the purchase of treasury shares under partial limitation of the equality principle and a possible right of shareholders to tender their shares as well as the reasons for the authorization proposed in Agenda Item 5 for the disposal of treasury shares by means other than the open market or under observation of the equality principle and at the proposed issue price. The report shall be available for shareholders to view, starting from the day of the convening of the Annual General Meeting, at the business premises of Company as well as on the Internet at www.kuka-ag.de. On request, every shareholder will be sent this report without delay and at no charge. The report shall be announced as follows:

Agenda Item 5 encompasses a proposal to authorize the Company to acquire treasury shares in the amount of up to 10 percent of the share capital existing at the time the resolution is adopted. According to article 71 para. 1 no. 8 AktG, treasury shares may also be purchased or sold by means other than the typical case of a purchase or sale on the open market. In addition to purchases on the open market, the Company shall also be granted the option of purchasing treasury shares by means of a public offer (tender process). The consideration per share paid by the Company may not exceed or fall short of – by more than 10 percent excluding incidental costs – the average closing price of the shares of the Company in the XETRA trading system of Deutsche Börse AG (or a comparable successor system) on the last five trading days before the purchase of treasury shares or, in the case of a public tender offer, from the eighth to the fourth trading day (each inclusive) before the day of publication of the public tender offer.

In a public tender offer, any shareholder willing to sell can decide how many shares he wishes to offer and, in the case of the setting of a price range, at what price he wishes to offer them. If the volume of tenders at the set price exceeds the number of shares the Company wishes to purchase, there must be, with a partial exclusion in this connection of any right of the shareholders to tender their shares, an allocation of acceptances to the tenders. As part of this process it shall be possible, once again with a partial exclusion in this connection of any right of the shareholders to tender their shares, to give priority to the acceptance of small-lot tenders or smaller portions of tenders. This possibility is designed to avoid odd numbers when determining the pro-rata shares to be purchased, as well as small residual amounts, thereby simplifying the technical execution. Moreover, the scaling can occur according to the tender rate instead of the holding rate, as the acquisition process is then technically concluded in an economically reasonable fashion. Ultimately, a rounding according to business principles for the avoidance of fractions of shares is intended. In this respect,

the acquisition rate and the number of shares to be acquired from individual tendering shareholders can be rounded as required to technically represent the acquisition of whole shares. The Executive Board finds an exclusion of any additional shareholder tender rights justified as well as appropriate vis-à-vis the shareholders.

The resale of treasury shares after purchase shall be possible subject to the exclusion of the subscription right of the shareholders in the following cases explained here.

By this means, the Executive Board shall be put in a position of having treasury shares available in order to be able – subject to the approval of the Supervisory Board – to offer these as consideration in connection with company mergers or the acquisition of companies, or parts of companies, or participations in companies, or other assets (including liabilities of the Company to third parties). In transactions of this kind, this form of consideration is demanded in various cases. The authorization here proposed is therefore intended to give the Company the flexibility needed in order to be able to take advantage of emerging opportunities in connection with company mergers or the acquisition of companies, or parts of companies, or participations in companies, or other assets (including liabilities of the Company to third parties) in a quick and flexible manner. When specifying the valuation relationship, the Executive Board will ensure that the interests of the shareholders are appropriately safeguarded. If liabilities of the Company are transferred to the Company in exchange for treasury shares, these are then extinguished and the equity capital is simultaneously increased for accounting purposes. When assessing the value of the shares granted as a counter-consideration, the Executive Board will take the market price of the KUKA shares as a guide. The Executive Board will report any use of this authorization to the Annual General Meeting.

The proposed resolution also encompasses the authorization to dispose of the acquired treasury shares subject to the exclusion of the subscription right by means other than the open market and in cases other than those connected with company mergers or the acquisition of companies, or parts of companies, or participations in companies, or other assets. A sale under exclusion of the subscription right is subject to the condition of the shares being sold for cash at a price that is not substantially lower than the stock market price of Company shares at the time of the sale. However, this authorization shall only be effective subject to the proviso that the shares sold subject to the exclusion of the subscription right pursuant to article 186 para. 3 sentence 4 AktG may not, in total, exceed 10 percent of the share capital, and in fact do not do so either on the date that this authorization becomes effective or on the date on which it is exercised. Shares to be counted against this limit of 10 percent include those shares

- issued in order to service warrant or convertible bonds, participation rights or participating bonds or a combination of these instruments, provided that these instruments have been issued on the basis of an authorization resolved at the Annual General Meeting on April 29, 2010 according to the appropriate application of article 186 para. 3 sentence 4 AktG; or

- issued subject to the exclusion of the subscription right pursuant to article 186 para. 3 sentence 3 AktG by use of an authorization to issue new shares under authorized capital that is in effect at the date on which this authorization becomes effective, or by use of an authorization resolved at this Annual General Meeting.

The interests of the shareholders with respect to their assets and voting rights are properly protected by this limitation and by the fact that the issue price is guided by the market price. The authorization is in the interest of the Company because it allows greater flexibility. In particular, it makes it possible to issue shares in a targeted fashion to partners in cooperative ventures or to financial investors.

The authorization further opens up the possibility of using treasury shares for the introduction on foreign stock exchanges on which KUKA Aktiengesellschaft has not been listed to date. This makes it possible to broaden the shareholder base outside of Germany and to make the stock more attractive as an investment. The price at which the Company's shares will be launched on foreign stock exchanges will be based on the stock exchange price of the Company's shares and will not be substantially lower than this.

KUKA Aktiengesellschaft faces strong competition on the international capital markets. Adequate equity capital and the possibility of raising capital on the market at appropriate terms and conditions are of special importance in fast changing markets and given the existing pressure to expand. KUKA Aktiengesellschaft will endeavor to broaden its shareholder base and to make investment in the stock of the Company attractive. Accordingly, the authorization proposed here is designed to afford KUKA Aktiengesellschaft the necessary freedom of movement.

The Executive Board, i.e. Supervisory Board should also have the option of paying the variable compensation elements for the 2010 financial year and/or the 13th monthly salary in the 2010 financial year of KUKA Group employees (including the members of the Executive Board of KUKA Aktiengesellschaft as well as the members of the management boards of KUKA Group companies), which would be paid in the 2010, i.e. 2011 financial year, in the form of Company shares. The option of offering KUKA Group employees Company shares should, among other things, provide that

- in the event of conversion of the 13th monthly salary in the 2010 business year, employees – subject to regulations concerning collective agreements – must declare their binding participation in the conversion within a period of four weeks following the respective notice of the Company;
- in the event of conversion of variable salary components for the 2010 financial year in the 2011 financial year, employees must declare their binding participation in the conversion within a period of four weeks following the respective notice of the Company;
- employees must hold acquired shares for a period of four years.

Moreover, instead of being paid a certain amount of their salary components (variable compensation elements and/or the 13th monthly salary), employees should be able to acquire the shares at a price that is not substantially lower than the quoted stock market price of Company shares at the time of the purchase. A conversion of salary components of employees not subject to the regulations of collective agreements can only occur on the basis of a voluntary agreement with these employees. A conversion of salary components for employees subject to the regulations of collective agreements shall occur under consideration of the collective agreements. The option of conversion of compensation elements into Company shares is intended to ease the liquidity of the Company and to increase the commitment of employees to the KUKA Group as potential shareholders.

The interests of the shareholders with respect to their assets and voting rights are properly protected by this limitation and by the fact that the acquisition price for the shares to be purchased by employees is guided by the market price.

The Company shall be empowered to cancel treasury shares even without a renewed resolution by the Annual General Meeting.

This authorization for the acquisition of treasury shares, as well as the resale or cancellation of such shares, may be used once or several times, and also in part.

Report of the Executive Board concerning Agenda Item 6 pursuant to article 203 para. 2, article 186 para. 4 sentence 2 AktG:

The Executive Board has put together a report concerning Agenda Item 6 pursuant to article 203 para. 2, article 186 para. 4 sentence 2 AktG outlining the reasons for the authorization excluding shareholder subscription rights. The report shall be available for shareholders to view, starting from the day of the convening of the Annual General Meeting, at the business premises of Company as well as on the Internet at www.kuka-ag.de. On request, every shareholder will be sent this report without delay and at no charge. The report shall be announced as follows:

In principle, in the event Authorized Capital III is used, our shareholders are entitled to a subscription right.

The authorization to exclude the subscription right for fractional amounts serves to produce a feasible subscription ratio with regard to the amount of the respective capital increase. Without the exclusion of the subscription right regarding fractional amounts, in particular when executing a capital increase in whole amounts, the technical execution of the capital increase and exercising the subscription right would be seriously impaired. The new shares excluded from shareholder subscription rights as free fractions will be either sold on the open market or disposed of in another manner in the best interest of the Company.

Moreover, the authorization provides that, in the case of certain capital increases in exchange for contributions in kind, the subscription right may be excluded. This exclusion serves to enable the acquisition of companies, or parts of companies, or participations in companies, or other assets in exchange for the granting of shares. If the acquisition leads to tax savings for the seller through the capital increase in exchange for contributions in kind, or if the seller is more interested in acquiring shares in the Company than in a monetary payment, the option provided for here will further strengthen the negotiating position of the Company. In individual cases it can also be of particular interest for the Company to offer new shares to the seller as consideration. Authorized capital gives the Company the flexibility needed in order to take advantage of emerging opportunities in a quick and flexible manner to, in suitable individual cases, acquire companies, parts of companies, participations in companies or other assets in return for new shares. The proposed authorization therefore enables an optimum financing of the acquisition in exchange for issuing new shares while strengthening the equity capital base of the Company. Liabilities (loans or bonds) of the Company may also be included among the other assets to be acquired. If these are brought in the Company as contributions in kind, this leads to the cancellation of the liability while simultaneously strengthening the equity capital. In any case, Management only intends to exercise the option of the capital increase in exchange for contributions in kind under utilization of the authorization to exclude the subscription right from authorized capital provided that the value of the new shares and the value of the consideration of the company, parts of the company, participation in the company or other assets to be acquired are in appropriate relation to each other. Here, the issue price of the new shares to be offered shall be based principally on the market price. This will prevent an economic disadvantage for shareholders excluded from the subscription right. In consideration of all of these circumstances, the authorization to exclude the subscription right to the described extent is necessary, suitable, appropriate and in the interest of the Company. In the event that the Management exercises the authority granted it, the Executive Board will report at the Annual General Meeting, which will follow any acquisition in exchange for issuing new shares of the Company.

With the authorization to exclude the subscription right, provided the new shares are sold at a price not substantially lower than the current market price, the option of a simplified exclusion of the subscription right pursuant to article 203 para. 1, para. 2 in conjunction with article 186 para. 3 sentence 4 AktG shall be exercised. The authorization to exclude the subscription right is limited to an amount of ten of one hundred percent of the existing share capital at the time the authorization becomes effective and the utilization of Authorized Capital III. For the aforementioned 10 percent limit, shares will be taken into account which have been acquired based on the authorization of the Annual General Meeting of April 29, 2010 and/or sold on the basis of this authorization pursuant to article 71 para. 1 no. 8 sentence 5 AktG in conjunction with article 186 para. 3 sentence 4 AktG or that will be issued in order to service warrant or convertible bonds, participation rights or participating bonds or a combination of these instruments, provided that these instruments have been issued on the basis of an authorization resolved at the Annual General Meeting on April 29, 2010 according to the appropriate application of article 186 para. 3 sentence 4 AktG.

Moreover, the authorization shall only be effective with the proviso that the issue price of the new shares is not substantially lower than the quoted stock market price of Company shares. This serves the interests of the Company to reach a best possible selling price when the shares are issued. The legally stipulated option in article 186 para. 3 sentence 4 AktG to exclude the subscription right puts Management in a position in which it can react quickly, flexibly and cost effectively to beneficial situations on the stock market. This strengthens the Company's capital resources in the best possible way, in the interest of the Company and all shareholders. By avoiding the time and cost-intensive processing of the subscription right, shareholder equity needs can be covered in a timely manner to take advantage of short-term market opportunities. Furthermore, this also makes it possible to acquire new domestic and foreign shareholder groups. Article 186 para. 2 AktG authorizes the publishing of the exercise price by the third to last day of the subscription period. However, in light of the frequent volatility on the stock markets, in particular as observed recently, market risk can therefore also exist for more than a few days, leading to "haircuts" during the setting of the exercise price. This also endangers successful placement with third parties, i.e. increases the related expenditure in the granting of a subscription right due to the uncertainty of its exercise. Finally, due to the length of the subscription period of two weeks, the Company cannot respond quickly with an existing subscription right to favorable or unfavorable market conditions but rather is subject to deteriorating share prices during the subscription period, which can lead to a less favorable procurement of equity for the Company. The possibility of strengthening the Company's capital resources in the best possible way, in the interest of the Company and all shareholders, is of particular importance to the Company as it can then take advantage of market opportunities in its markets in a quick and flexible manner and cover any resulting capital needs in a very timely fashion. The selling price, and thus the funds flowing into the Company for the new shares, is guided by the market price of the quoted shares in circulation. It shall not be substantially lower than this; probably not by more than 3 percent, and definitely not more than 5 percent. Considering that all shares that have been issued by the Company to present are approved for trade on the regulated market on the Frankfurt Securities Exchange, according to the current situation, shareholders interested in maintaining their amount of holding in the case of the utilization of the authorization subject to the exclusion of the subscription right pursuant to article 186 para. 3 sentence 4 can do so easily by purchasing Company shares on the open market.

Report of the Executive Board to the Annual General Meeting concerning Agenda Item 7 pursuant to article 221 para. 4 sentence 2, article 186 para. 4 sentence 2 AktG

The options of KUKA Aktiengesellschaft described in detail in the following for the financing of its activities should expand the proposed authorization to issue warrant bonds or convertible bonds, participation rights or participating bonds or a combination of these instruments ("bonds") in a total nominal amount of up to € 100,000,000.00 and to create authorized capital of up to € 18,200,000.00, as well as provide the Executive Board with the approval of the Supervisory Board – in particular under more

favorable capital market conditions – with a more flexible and timely financing that is in the interest of KUKA Aktiengesellschaft.

In principle, shareholders are entitled to the legal subscription right for bonds associated with subscription or conversion rights or obligations (article 221 para. 4 in conjunction with article 186 para. 1 AktG). When shareholders are not granted immediate subscription of bonds, the Executive Board can exercise the option of issuing bonds to a financial institution or consortium of banks with the obligation of offering shareholders the opportunity of acquiring bonds in accordance with their subscription rights (indirect subscription right in the sense of article 186 para. 5 AktG).

The exclusion of the subscription right for fractional amounts makes it possible to utilize the requested authorization with rounded amounts. This facilitates the handling of shareholder subscription rights. The exclusion of the subscription right for the benefit of holders or creditors of already issued conversion and option rights or obligations has the advantage that the conversion price or option price for the already issued conversion or option rights or obligations must not be reduced and thus leads to an overall greater amount of funds that can be raised. Both instances of excluding the subscription right are therefore in the interest of KUKA Aktiengesellschaft and its shareholders.

With the exception of a conversion obligation and a share subscription right, the issue price for the new shares must be at least 80 percent of the market price determined at the time of the issuance of the bonds associated with subscription or conversion rights or obligations. The possibility of a premium (which can increase after the maturity of the warrant bonds or convertible bonds) establishes the necessary conditions so that the terms of bonds with option or conversion rights account for the capital market environment at the time of their issuance.

The Executive Board is further authorized, with approval from the Supervisory Board, to completely exclude the subscription right of the shareholders if the issuance of the bonds associated with option or conversion rights or obligations results in an exchange price which does not materially fall below the market value of these bonds. This gives KUKA Aktiengesellschaft the ability to exploit favorable market situations on very short notice and quickly, and to achieve better conditions by being able to react quickly to the market when setting the interest rate and the issue price for the bonds. It would not be possible to set conditions close to market and ensure smooth placement if the subscription right were retained. Article 186 para. 2 AktG authorizes the publishing of the exercise price (and thus the conditions of these bonds) by the third to last day of the subscription period. However, in light of the frequent volatility on the stock markets, market risk can also exist for more than a few days leading to “haircuts” during the setting of the bond conditions, which are then no longer close to the market. The existence of a subscription right also endangers the successful placement with third parties, i.e. increases the related expenditures due to the uncertainty of its exercise (subscription behavior). Finally, due to the length of the subscription period, KUKA Aktiengesellschaft cannot respond quickly to favorable or unfavorable market conditions when granting a subscription right, but rather is subject

to deteriorating share prices during the subscription period, which can lead to a less favorable procurement of equity for KUKA Aktiengesellschaft.

In this event of a complete exclusion of the subscription right, the provision in article 186 para. 3 sentence 4 AktG applies accordingly pursuant to article 221 para. 4 sentence 2 AktG. The limit regulated therein for excluding the subscription right of 10 percent of the share capital must be complied with in the content of the resolution. In this case, when the authorization to exclude the subscription right pursuant to article 186 para. 3 sentence 4 takes effect, the maximum volume of authorized capital made available for securing the option or conversion rights or obligations should not exceed 10 percent of the existing share capital. A corresponding requirement in the resolution on the authorization also ensures that the 10 percent limit is not exceeded in the event of a reduction of capital because the authorization for excluding the subscription right expressly cannot exceed 10 percent of the share capital, neither at the time the authorization takes effect nor, if this value is less, at the time of exercise of the existing authorization. Applied here are the treasury shares sold subject to the exclusion of the subscription right pursuant to article 186 para. 3 sentence 4 AktG and those shares issued from authorized capital under exclusion of the subscription right pursuant to article 186 para. 3 sentence 4 AktG, if the sale or issuance takes place during the period of this authorization until the subscription right free issuance according to article 186 para. 3 sentence 4 AktG of the bonds with option and/or conversion rights or obligations. This correspondingly reduces this amount. Article 186 para. 3 sentence 4 AktG also stipulates that the issue price cannot be substantially less than the market price. This is intended to ensure that no material economic dilution of the value of the shares occurs. Whether such a dilutive effect occurs when issuing bonds with option or conversion rights or obligations under exclusion of the subscription right can be determined by calculating the hypothetical market price of the bonds in accordance with recognized methods, especially financial mathematical methods, and comparing them with the issue price. If, after proper examination, this issue price is only insignificantly below the hypothetical market price at the time of issuing the bonds, then an exclusion of the subscription right based on an insignificant shortfall is permissible under the intent and purpose of the regulation outlined in article 186 para. 3 sentence 4 AktG. The resolution therefore stipulates that the Executive Board, after proper examination, must come to the conclusion prior to issuing the bonds with option or conversion rights or obligations that the planned issue price will not lead to any considerable dilution of the value of the shares because the issue price of the bonds is not substantially lower than the hypothetical market price determined in accordance with recognized methods, especially financial mathematical methods. Thus, the computed market value of a subscription right is reduced to virtually zero so that the shareholders are not subject to any considerable economic disadvantage as a result of the exclusion of the subscription right. These measures ensure that there is no considerable dilution of the share value due to the exclusion of the subscription right.

Moreover, shareholders may at any time maintain their percentage of the share capital of KUKA Aktiengesellschaft – even after conversion or option rights have been exercised, or the option or conversion obligations have taken effect – by purchasing shares on the open market. On the other hand, the authorization to exclude the

subscription right allows KUKA Aktiengesellschaft to set conditions close to market with the greatest possible security with regard to the ability to place the bonds with third parties and to exploit favorable market situations on short notice.

To the extent that participation rights or participating bonds without option or conversion rights or obligations are issued, the Executive Board is authorized, with the consent of the Supervisory Board, to completely exclude the subscription right of the shareholders if these participation rights or participating bonds have obligation-like features, i. e. if they do not establish membership rights in KUKA Aktiengesellschaft, do not grant participation in liquidation proceeds, and the amount of interest is not calculated on the basis of the amount of annual net profit, net earning or the dividend. Furthermore, in this case the interest rate and the issue price of the participation rights or participating bonds must reflect the current market conditions at the time of issuance. If the conditions cited are met, the exclusion of the subscription right does not result in a disadvantage for shareholders, since the participation rights or participating bonds do not establish membership rights or a share of liquidation proceeds or profit in KUKA Aktiengesellschaft.

The Executive Board Report to the Annual General Meeting pursuant to article 221 para. 4 sentence 2 in conjunction with article 186 para. 4 sentence 2 AktG, provided in its entirety above, is available for shareholders to view, starting from the day of the convening of the Annual General Meeting, at the business premises of the Company (Zugspitzstraße 140, 86165 Augsburg, Germany), at the Annual General Meeting, and for download on the Internet at www.kuka-ag.de. On request, every shareholder will be sent this report without delay and at no charge.

III. Other disclosures regarding the convening

Total number of shares and voting rights

At the time of the convening of the Annual General Meeting, the share capital of the Company comprises 29,259,990 ordinary shares with no par value; there are no other share classes. Each share grants one vote, resulting in 29,259,990 participating and voting shares. At the time of the convening of the Annual General Meeting the Company holds 1,327,340 treasury shares. The Company is not entitled to any rights from these. Thus the total number of participating and voting shares is 27,932,650.

Requirements for participating in the Annual General Meeting and exercising voting rights (with record date in accordance with article 121 para. 3 sentence 3 AktG and its meaning)

Shareholders who would like to attend the Annual General Meeting and exercise their voting right must register before the General Meeting. In addition, shareholders are required to provide proof of their right to attend the Annual General Meeting or to exercise voting rights. Proof of your ownership of shares in German or English from the institution

maintaining your securities account with reference to the beginning of the 21st day before the Annual General Meeting, i.e. Thursday, April 8, 2010, 0:00 hours CEST ("record date") is sufficient.

The registration and proof of ownership of shares must be sent to the Company in text form to the following address and received no later than the seventh day prior to the General Meeting, i.e. at the latest by Thursday, April 22, 2010, 24:00 hours CEST:

KUKA Aktiengesellschaft
c/o C-HV AG
Gewerbepark 10
92289 Ursensollen, Germany

Fax: +49/(0)9628/92 99 871
E-mail: HV@Anmeldestelle.net

For the purpose of attendance at the General Meeting and the exercise of voting rights, only those who have provided such proof shall be deemed shareholders of the Company. The right to participate and the scope of the voting rights is measured exclusively based on the proof of share ownership as of the record date. The record date does not involve any lock-up period for the shares. Even in the event of sale of all or some of the shares after the record date, the shares held by the shareholder as of the record date are authoritative for participation and the scope of the voting rights; i.e., the sale of shares after the record date does not affect the right to participate or the scope of voting rights. The same applies to new shares or additional shares acquired after the record date. Persons who do not hold any shares yet as of the record date and become shareholders after that date are not entitled to participate or vote. Furthermore, the record date is not a relevant date for dividend rights.

Admission tickets to the Annual General Meeting will be issued to shareholders after receipt of the registration and proof of share ownership. To ensure timely receipt of admission tickets, we kindly ask shareholders to send the registration and proof of share ownership to the Company as early as possible.

Voting by proxy

Shareholders may exercise their voting rights at the Annual General Meeting by way of proxy, i.e. through a bank or a shareholders' association. If the shareholder appoints more than one person as a proxy, the Company is entitled to reject one or more of these persons. In the case of voting by proxy as well, proper and timely registration is required along with proof of share ownership according to the above mentioned terms.

In principle, the granting of proxy, its revocation and the proof of authorization vis-à-vis the Company must be in text form pursuant to article 134 para. 3 sentence 3 AktG. To grant

proxy, shareholders may use the proxy section on the admission ticket form that they will receive after registration; shareholders also have the option of issuing a special power of attorney in text form. The following address, fax number and e-mail address will be available for transmitting the proof of appointing a proxy and revoking such authority until the beginning of voting at the Annual General Meeting:

**KUKA Aktiengesellschaft
c/o C-HV AG
Gewerbepark 10
92289 Ursensollen, Germany**

**Fax: +49/(0)9628/92 99 871
E-mail: vollmacht@c-hv.com**

The entry and exit desks at the Annual General Meeting will be available for this purpose on the day of the Annual General Meeting, from 09:00 am, at the Augsburg Congress Center, Gögginger Straße 10, 86159 Augsburg.

If a bank, shareholders' association or other equivalent institute, entity or person pursuant to article 135 AktG is granted proxy, the text form requirement exists neither according to law nor according to the articles of association of the Company; according to law, in these cases it is sufficient when the proxy validates the power of attorney; in addition, the power of attorney must be complete and may only refer to the exercise of voting rights. We therefore advise shareholders wishing to authorize a bank, a shareholders' association or any other equivalent institute, entity or person pursuant to article 135 AktG to confer with the proxy regarding the form that the power of attorney should take. In these cases the power of attorney may only be granted to a specified proxy. However, pursuant to article 135 para. 7 AktG, a violation of the aforementioned and specified additional requirements stated in article 135 AktG for the power of attorney authorization stated in this paragraph does not undermine the effectiveness of the voting.

We offer our shareholders the opportunity to be represented by proxies named by the Company for exercising voting rights. The company has the following provisions for this: The proxies are obligated to vote in accordance with the express instructions given in respect to the various items on the agenda. The voting right is not represented without such express instructions. For the granting of proxy, only the form authorizing power of attorney and including the voting instructions sent together with the admission ticket may be used. The granting of proxy (along with voting instructions), its revocation and the proof of authorization vis-à-vis the Company must be in text form. The Company must receive authorizations for proxies with express instructions at the latest by Tuesday, April 27, 2010, 24:00 hours CEST, sent to the address below:

KUKA Aktiengesellschaft
c/o C-HV AG
Gewerbepark 10
92289 Ursensollen, Germany

Fax: +49/(0)9628/92 99 871
E-mail: vollmacht@c-hv.com

The entry and exit desks at the Annual General Meeting will be available for granting and revoking authorization and changing instructions associated with proxy voting on the day of the Annual General Meeting at the Augsburg Congress Center, Gögginger Straße 10, 86159 Augsburg.

Publication on the Company's website

Shortly after the convening of the Annual General Meeting, the following information will be available on the Company's website at www.kuka-ag.de (cf. article 124a AktG):

1. The content of the convening notice including the explanation regarding the missing resolution concerning Agenda Item 1 and the total number of shares and voting rights at the time of convening;
2. The documents to be made available to the General Meeting;
3. Forms which can be used for voting by proxy.

Shareholder rights pursuant to article 122 para. 2, article 126 para. 1, article 127 and 131 para. 1 AktG

Addition to the agenda in accordance with article 122 para. 2 AktG

Shareholders whose sum total of shares reaches a proportionate amount of the share capital of € 500,000 may request that items be included in the agenda and published. Such a request must be directed in writing or in the electronic form of article 126a BGB (German Civil Code) to the Executive Board of the Company (KUKA Aktiengesellschaft, Executive Board, reference: "Annual General Meeting" Zugspitzstraße 140, 86165 Augsburg, e-mail: hauptversammlung2010@kuka.com) and must be received by the Company at least 30 days prior to the Annual General Meeting, not counting the day of receipt and the day of the Annual General Meeting. The last permissible day of receipt is therefore Monday, March 29, 2010, 24:00 hours CEST. More detailed information concerning the requirements for exercising rights and their limits is included on the

Company's website at www.kuka-ag.de under "Announcements pursuant to article 121 para. 3 sentence 3 no. 3 AktG regarding shareholder rights".

Motions and election proposals by shareholders pursuant to article 126 para. 1, and article 127 AktG

Shareholders may make motions regarding individual agenda items (cf. article 126 AktG); this also applies to proposals for the election of Supervisory Board members or of auditors (cf. article 127 AktG).

Pursuant to article 126 para. 1 AktG, motions of shareholders, including the shareholder's name, a statement of grounds for the motion and any statements from the Management, are to be made available to the relevant persons to be notified in accordance with article 125 Abs. 1 to 3 AktG under the conditions set forth therein (e.g. shareholders who request this, etc.) provided that the shareholder has sent a counter motion to the below address against a proposal of the Executive Board and/or the Supervisory Board with respect to a certain item of the agenda, including a statement of grounds for the counter motion, no later than 14 days prior to the Annual General Meeting of the Company. For this purpose, the day of receipt does not count. The last permissible day of receipt is therefore Wednesday, April 14, 2010, 24:00 hours CEST. A counter motion must not be made available if one of the exclusions pursuant to article 126 para. 2 AktG exists. More detailed information concerning the requirements for exercising rights and their limits is included on the Company's website at www.kuka-ag.de under "Announcements pursuant to article 121 para. 3 sentence 3 no. 3 AktG regarding shareholder rights".

The right of each shareholder to make counter motions during the Annual General Meeting regarding the various agenda items even without prior communication to the Company remains unaffected. We point out that any counter motions sent to the Company in advance in due time will be considered only if they are made orally during the meeting.

No statement of grounds needs to be provided for election proposals made by shareholders pursuant to article 127 AktG. Election proposals will only be made available if they contain the name, the exercised profession and the place of residence of the nominees and, in case of an election of members of the Supervisory Board, information on their membership in other supervisory boards the constitution of which is required by law (cf. article 127 sentence 3 in conjunction with article 124 para. 3 and article 125 para. 1 sentence 5 AktG). According to article 127 sentence 1 AktG in conjunction with article 126 para. 2 AktG there are further conditions under which election proposals need not be made available via the website. In all other respects, the requirements and provisions for making available motions apply correspondingly; in particular and for this purpose, Wednesday, April 14, 2010, 24:00 hours CEST is the last possible date by which the election proposals must be received, sent to the address given below, in order for them to

still be made available. More detailed information concerning the requirements for exercising rights and their limits is included on the Company's website at www.kuka-ag.de under "Announcements pursuant to article 121 para. 3 sentence 3 no. 3 AktG regarding shareholder rights".

Any shareholder motions (including statement of grounds) or election proposals pursuant to article 126 para. 1 and article 127 AktG must be sent exclusively to:

Executive Board
KUKA Aktiengesellschaft
Reference: "Annual General Meeting"
Zugspitzstraße 140
86072 Augsburg, Germany

Fax: +49/821/7975393
E-mail: hauptversammlung2010@kuka.com

Shareholder motions and election proposals to be made available (including the name of the shareholder and - in the case of motions - statement of grounds) will be made available after their receipt at www.kuka-ag.de. Any statements from the Management will also be made available at the above Internet address.

Shareholders' information rights pursuant to article 131 para. 1 AktG

At the Annual General Meeting, each shareholder and shareholder representative may request from the Executive Board information on the matters of the Company to the extent that such information is necessary for a proper evaluation of the relevant item on the agenda (cf. article 131 para. 1 AktG). The information right also extends to the Company's legal and business relations with any affiliated company as well as to the situation of the Group and the companies included in the consolidated financial statements. Requests for information are generally to be made orally at the Annual General Meeting during the discussion.

The information shall comply with the principles of conscientious and accurate account. The Executive Board may refuse to provide information under the conditions set forth in article 131 para. 3 AktG.

More detailed information concerning the requirements for exercising rights and their limits is included on the Company's website at www.kuka-ag.de under "Announcements pursuant to article 121 para. 3 sentence 3 no. 3 AktG regarding shareholder rights".

Augsburg, March 2010

KUKA Aktiengesellschaft

The Executive Board