



Dürr Aktiengesellschaft
with registered office in Stuttgart

WKN 556 520 – ISIN DE 0005565204

25th Annual General Meeting on April 30, 2014

**Amendment Agreement
between
Dürr Aktiengesellschaft
and
Dürr Systems GmbH**

(Item 9a of the Agenda)

***“Corporate Governance and
Profit Transfer Agreement***

entered into by and between

Dürr Aktiengesellschaft

Carl-Benz-Strasse 34, 74321 Bietigheim-Bissingen (“Dürr AG”)

and

Dürr Systems GmbH

Carl-Benz-Strasse 34, 74321 Bietigheim-Bissingen (“the Company”)

Preliminary note

- (A) *The Company, headquartered in Stuttgart, is entered in the Commercial Register of the District Court of Stuttgart under HRB 11125.*
- (B) *Dürr AG, headquartered in Stuttgart, entered in the Commercial Register of the District Court of Stuttgart under HRB 13677, holds all the sum total of shares in the Company.*
- (C) *On April 29, 2004, the parties entered into a corporate governance and profit transfer agreement that has been entered in the Commercial Register of the Company. The parties plan to amend the corporate governance and profit transfer agreement. The agreement as a whole comprises the following amended version:*

Section 1 Management

- (1) *The Company subjects its management to Dürr AG.*
- (2) *Accordingly, Dürr AG is entitled to issue instructions to the managers of the Company with regard to its corporate governance. The managers of the Company are under an obligation to obey such instructions. Dürr AG may at any time request to inspect the Company's books and records and to obtain information on the Company's business affairs. The management and representation of the Company remain vested in the Company's managers.*
- (3) *Dürr AG will issue instructions via its Board of management or – to the extent legally permissible – by persons commissioned to do so, stating the extent and duration of its authority to give instructions. In carrying out instructions, the duty of care of a prudent and conscientious business head is to be exercised.*
- (4) *Instructions are to be given in writing or by facsimile or, if issued orally, they must be confirmed in writing or by facsimile without delay.*
- (5) *Dürr AG may not give the managers of the Company the instruction to amend, maintain or terminate this Agreement.*

Section 2 Profit transfer

- (1) *The Company undertakes to transfer its entire profit to Dürr AG in accordance with the provisions of Section 301 of the German Stock Corporation Act ("AktG") in its current version from time to time.*
- (2) *The Company may, with the consent of Dürr AG, transfer amounts from its profit for the year to other revenue reserves (Section 272 (3) of the German Commercial Code ("HGB") to the extent that this is permissible under commercial law and economically justified in terms of a reasonable commercial assessment.*
- (3) *Other reserves or a profit carried forward from the time prior to the commencement of this Agreement may neither be transferred as a profit nor used in settlement of a loss for a given year.*
- (4) *The entitlement to a profit transfer is due at the end of each fiscal year of the Company, as the case may be.*

Section 3 Assumption of loss

- (1) *The provisions of Section 302 of the German Stock Corporation Act in its current version from time to time apply accordingly to the assumption of loss.*
- (2) *Section 2 (4) is of analogous application.*

Section 4 Effectiveness and contractual duration

- (1) *The present amended version of the Agreement is entered into subject to the approval at the General Meeting of Dürr AG and at the shareholder meeting of the Company. It shall enter into force on entry in the Commercial Register of the Company and - with the exception of the right to issue instructions in accordance with Section 1 - it shall apply retrospectively to the beginning of the fiscal year of the Company in which it is entered in the Commercial Register. Accordingly, in accordance with the present amended version of the Agreement, the entitlement to a profit transfer or assumption of loss shall apply for the first time to the full fiscal year of the Company in which the entry is made in the Commercial Register.*

- (2) *The Agreement may be terminated in its present amended form for the first time after expiry of five years (60 months) after the beginning of the Company's fiscal year in which the contractual amendment became effective if the Company's fiscal year ends on that date; otherwise termination subject to the same period of notice shall be permissible for the first time at the end of the Company's fiscal year on that day. If the Agreement is not terminated, it shall be extended until the end of the Company's following fiscal year from time to time, subject to the same period of notice. Notice of termination must be given in writing. Compliance with the period of notice shall depend on the time of receipt of the letter of termination by the respective other party.*

- (3) *The right to terminate the Agreement for good cause without notice shall remain unaffected. Dürr AG shall be entitled at any time to termination for good cause if it is no longer entitled to the majority of voting rights derived from the shares in the Company or if some other material reason applies as contemplated by Regulation 60 (6) of the Corporation Tax Directive 2004 or a corresponding regulation applicable at the time of termination of this Agreement. In lieu of such termination, the parties may also terminate the Agreement with immediate effect by mutual agreement if the prerequisites for termination apply for good cause.*

- (4) *If the Agreement comes to an end, Dürr AG shall provide the Company's creditors with collateral security in accordance with Section 303 of the German Stock Corporation Act.*

Section 5 Final provisions

- (1) *The costs of notarial execution of the approval resolution at the Company's shareholder meeting to this Agreement and the costs of entry in the Commercial Register shall be borne by the Company.*

- (2) *If any provision of this Agreement should be or become invalid, the remaining provisions thereof shall remain in force nevertheless. The parties undertake to replace the invalid provision by such a valid provision that corresponds most closely to the*

commercial purpose intended by the contracting parties. The corresponding rule applies if the Agreement should contain a contractual gap.

Bietigheim-Bissingen, February 20, 2014

Bietigheim-Bissingen, February 20, 2014

Dürr Aktiengesellschaft

Dürr Systems GmbH

Ralf Dieter

Dr. Hans Schumacher

Ralph Heuwing

Manfred Weil

Please note:

This is a convenience translation. Only the German text is legally binding.