

AMENDMENT OF THE ARTICLES OF ASSOCIATION

Draft dated 16 May 2023, for discussion purposes only.

On [date]

two thousand and twenty-three, appearing before me,

Professor Paul Pieter de Vries, a civil-law notary in Amsterdam, is:

[HF lawyer].

RECITALS

The person who appears before me, hereby declares:

A. Latest amendment to the articles of association

The latest amendment to the articles of association of **Croma N.V.**, a company with limited liability (*naamloze vennootschap*) under the laws of the Netherlands, with its corporate seat in Amsterdam, the Netherlands, the Netherlands, its place of business at Industriezeile 6, 2100 Leobendorf, Austria and registered with the Dutch Commercial Register under number 83366180 ("**Company**") has been executed on [date] before Professor Paul Pieter de Vries, a civil-law notary in Amsterdam, the Netherlands.

B. Resolution to amend the articles of association

The general meeting of the Company has resolved to amend the articles of association.

C. Authorisation

Furthermore it was resolved to authorise the person appearing to sign the deed of amendment of the articles of association.

D. Minutes

Evidence of said resolutions is by means of an extract of the minutes of the general meeting of the Company to be annexed to this deed.

AMENDMENT OF THE ARTICLES OF ASSOCIATION

In order to carry out said resolutions the person appearing declares to amend the articles of association as follows:

A new definition shall be added to article 1 in alphabetical order, which definition shall replace the definition "Settlement Date":

- **SSSWA Effective Time:** twenty-three hour fifty-nine minutes fifty-nine seconds (23:59:59) Amsterdam time zone at the day of completion of the Business Combination;

Article 4 paragraph 1 will read as follows:

- 4.1. The Company's authorised capital amounts to three million one hundred and six thousand six hundred and sixty-six euro and sixty-eight eurocent (EUR 3,106,666.68) and is divided into:
 - a. one hundred and fifty million (150,000,000) class A ordinary shares;

- b. five million three hundred and thirty-three thousand three hundred and thirty-four (5,333,334) class B ordinary shares; and
- c. one hundred and fifty-five million three hundred and thirty-three thousand three hundred and thirty-four (155,333,334) preference shares, each having a nominal value of one eurocent (EUR 0.01).

Article 5 paragraph 1 will read as follows:

- 5.1. The class B ordinary shares shall be converted into class A ordinary shares in the following events (each a "**Conversion Event**"):
- a. thirty-three and thirty-three/hundredth percent (33.33%) of the total issued class B ordinary shares as at the SSSWA Effective Time shall be converted into an equal number of class A ordinary shares on the Trading Day following the day of completion of the Business Combination, whereby each holder of class B shares shall be eligible for such conversion in proportion to its class B shareholdings (and to be rounded to a full number of converted class B shares as determined by the Supervisory Board);
 - b. thirty-three and thirty-three/hundredth percent (33.33%) of the total issued class B ordinary shares as at the SSSWA Effective Time shall be converted into an equal number of class A ordinary shares upon the closing price of listed class A ordinary shares exceeding twelve euro (EUR 12) for any ten (10) Trading Days within a thirty (30) Trading Day period, whereby each holder of class B shares shall be eligible for such conversion in proportion to its class B shareholdings (and to be rounded to a full number of converted class B shares as determined by the Supervisory Board);
 - c. twenty-seven and nine/hundredth percent (27.09%) of the total issued class B ordinary shares as at the SSSWA Effective Time shall be converted into an equal number of class A ordinary shares upon the closing price of listed class A ordinary shares exceeding fifteen euro (EUR 15) for any ten (10) Trading Days within a thirty (30) Trading Day period, whereby each holder of class B shares shall be eligible for such conversion in proportion to its class B shareholdings (and to be rounded to a full number of converted class B shares as determined by the Supervisory Board); and
 - d. six and twenty-five/hundredth percent (6.25%) of the total issued class B ordinary shares as at the SSSWA Effective Time shall be converted into an equal number of class A ordinary shares upon the closing price of listed class A ordinary shares exceeding twenty euro (EUR 20) for any ten (10) Trading Days within a thirty (30) Trading Day period, but not earlier than seven hundred and twenty (720) days following the completion of the Business Combination, whereby each holder of class B shares shall be

eligible for such conversion in proportion to its class B shareholdings (and to be rounded to a full number of converted class B shares as determined by the Supervisory Board) and provided that:

- (i) by that time the Sponsors (or any of them) hold twelve and five/tenth percent (12.5%) of the class A ordinary shares converted pursuant to 5.1.a. up to and including 5.1.c.; and
- (ii) the fifth anniversary of the completion of the Business Combination has not occurred,

provided that only any class B ordinary shares that have been transferred to any third party at prices no greater than the price at which these class B ordinary shares were originally acquired, shall be converted into class A ordinary shares in accordance with this article 5.

CONCLUDING STATEMENTS

Finally the person appearing declares:

A. Issued capital

[After the execution of this deed of amendment of the articles of association, the issued capital amounts to [●] euro and [●] eurocent (EUR [●]), divided into:

- [●] ([●]) class A ordinary shares; and
- [●] ([●]) class B ordinary shares,

*each having a nominal value of one eurocent (EUR 0.01).]*¹

CONCLUSION

The person appearing in connection with this deed is known to me, civil-law notary.

THIS DEED

is executed in Amsterdam on the date stated at the head of the deed.

The substance of this deed and an explanation of the deed have been communicated to the person appearing, who has expressly taken note of its contents and has agreed to its limited reading.

After a limited reading in accordance with the law, this deed was signed by the person appearing and by me, civil-law notary.

¹ Note to draft: to be supplemented upon execution of this deed.