

**PRIVATE & CONFIDENTIAL**

To: VertiGIS Ltd  
C/O TMF Group  
13th floor, One Angel Court  
London  
EC2R 7HJ (the “Company” or “you”)

For the attention of: [REDACTED]

Copy: Battery Ventures, One Marina Park Drive, Suite 1100,  
Boston, Massachusetts, USA 02210

For the attention of: [REDACTED]

27 March 2026

Dear all,

**PROJECT BIRKDALE – CLOSING PAYMENTS LETTER**

Reference is made to the senior facilities agreement dated the date hereof (including the schedules and other attachments thereto, the “**Senior Facilities Agreement**”) among VertiGIS Holdings Limited, the Original Guarantors (as defined therein), the Original Lenders (as defined therein), the Arrangers (as defined therein), Sixth Street Speciality Lending Europe III Advisors, Ltd as agent and security agent and you.

Terms defined in (or incorporated by reference into) the Senior Facilities Agreement have the same meaning when used in this letter unless otherwise specified.

This is the Closing Payments Letter for the purposes of the Senior Facilities Agreement and constitutes a Finance Document for the purposes of the Senior Facilities Agreement.

This letter supersedes and replaces the closing payments letter dated 21 January 2026 between Sixth Street SLE III Holdco 1 (A), S.À R.L., Sixth Street SLE III Holdco 1-I (A), S.À R.L., Sixth Street SLE III Holdco 1 (B), S.À R.L. and the Company (the “**Superseded Letter**”). Upon execution of this letter, the Superseded Letter shall cease to have any force or effect and no party shall have any rights or obligations thereunder and no amounts shall be payable by any party in connection therewith.

**1. FACILITY B CLOSING PAYMENT**

- 1.1 You will, subject to the other provisions of this letter, pay, or cause to be paid, to the Agent for the account of the Original Lenders (or to any such Original Lender’s Affiliate or related funds designated by it) in respect of Facility B (*pro rata* to their respective commitments under Facility B pursuant to the Senior Facilities Agreement on the Facility B Funding Date) on the date on which a Loan under Facility B is utilised and funded (such date being the “**Facility B Funding Date**”), a funding payment in an aggregate amount equal to 1.25% of the aggregate principal amount of all Loans utilised and funded under Facility B on the Facility B Funding Date (the “**Facility B Funding Payment**”).
- 1.2 If so requested by an Original Lender or the Company, the Facility B Funding Payment will be deducted from the proceeds of the relevant drawdown under Facility B pursuant to the Senior Facilities Agreement on the Facility B Funding Date and paid to that Original Lender *pro rata* to its respective commitments of each Original Lender in respect of Facility B as at the Facility B Funding Date, or otherwise the Facility B Funding Payment shall be paid directly by the Company to the Agent for the account of the Original Lenders under Facility B.

- 1.3 No Facility B Funding Payment will be payable unless the Closing Date and the Facility B Funding Date have occurred.

## 2. REVOLVING FACILITY CLOSING PAYMENT

- 2.1 You will, subject to the other provisions of this letter, pay, or cause to be paid, on the Closing Date to the Agent for the account of the Original Lenders (or to any such Original Lender's Affiliate or related funds designated by it) under the Senior Facilities Agreement participating in the Revolving Facility (*pro rata* to their respective commitments under the Revolving Facility pursuant to the Senior Facilities Agreement on the Closing Date) on the Closing Date, an aggregate amount equal to 1.25% of the aggregate commitments of the Original Lenders under the Revolving Facility committed on the Closing Date (the "**Revolving Facility Closing Payment**").
- 2.2 If so requested by an Original Lender or the Company, the Revolving Facility Closing Payment will be deducted from the proceeds of the first drawdown under Facility B or the Revolving Facility on the Closing Date and paid to that Original Lender *pro rata* to the respective commitments of each Lender in respect of the Revolving Facility as at the Closing Date, or otherwise the Revolving Facility Closing Payment shall be paid directly by the Company to the Agent for the account of the Original Lenders under the Revolving Facility.
- 2.3 No Revolving Facility Closing Payment will be payable unless and until the Closing Date has occurred and Facility B has been utilised and funded.
- 2.4 For the avoidance of doubt, only Original Lenders holding a Commitment in respect of the Revolving Facility on the Closing Date will be entitled to receive any Revolving Facility Closing Payment.

## 3. TICKING FEE

- 3.1 You will, subject to the other provisions of this letter, pay, or cause to be paid, to the Agent for the account of the Original Lenders (or to any such Original Lender's Affiliate or related funds designated by it) under the Senior Facilities Agreement in respect of Facility B (*pro rata* to their respective commitments under Facility B as at the applicable date referred to in paragraphs (b) or (c) below (as applicable) a ticking fee ("**Ticking Fee**") in the amount of:
- (a) in respect of the period from (and including) the date of this letter to (and including) the date falling 180 days from the Countersignature Date, zero;
  - (b) (if applicable) in respect of the period from (and including) the date falling 181 days from the Countersignature Date to (and including) the date falling 270 days from the Countersignature Date, 35 per cent. of the Margin applicable to Facility B *pro rata* to their respective undrawn and uncancelled commitments under Facility B on the date falling 270 days from the Countersignature Date; and
  - (c) (if applicable) in respect of the period from (and including) the date falling 271 days from the Countersignature Date to the earlier of (but excluding): (i) the last day of the Availability Period with respect to Facility B and (ii) the Closing Date (the "**Ticking Fee Expiry Date**"), 50 per cent. of the Margin applicable to Facility B *pro rata* to their respective undrawn and uncancelled commitments under Facility B on the Ticking Fee Expiry Date.
- 3.2 The Ticking Fee shall accrue on a daily basis. If so requested by an Original Lender or the Company, the Ticking Fee will be deducted from the proceeds of the first drawdown under Facility B on the Closing Date and paid to that Original Lender *pro rata* to the respective commitments of each Original Lender in respect of Facility B as at the applicable date referred

to in paragraphs (b) or (c) above (as applicable), or otherwise the Ticking Fee shall be paid directly by the Company to the Agent for the account of the Original Lenders under Facility B.

3.3 No Ticking Fee shall be payable:

- (a) if the Closing Date does not occur solely as a result of any required regulatory approvals not being obtained; or
- (b) for any period commencing on or after the Closing Date.

3.4 For the avoidance of doubt, only Original Lenders holding a Commitment in respect of Facility B on the applicable date of payment referred to in paragraphs (b) or (c) above (as applicable) will be entitled to receive any Ticking Fee.

#### **4. GENERAL**

4.1 You agree that, except as otherwise provided herein, once deducted or paid directly, the Facility B Funding Payment, Revolving Facility Closing Payment and Ticking Fee payable under this letter or any part thereof due hereunder will not be refundable under any circumstances unless (i) otherwise agreed by the Original Lenders in writing, or (ii) the Closing Date has not occurred (in respect of the Ticking Fee only to the extent the Closing Date has not occurred from the reasons referred to in paragraph 3.3(a) above), in which case the Original Lenders shall promptly refund any such payments to the Company and in any event within 2 Business Days. The Facility B Funding Payment, Revolving Facility Closing Payment and Ticking Fee deducted or paid hereunder shall be in addition to any reimbursement of the Original Lenders' costs and expenses to the extent reimbursable in accordance with the terms of the Senior Facilities Agreement.

4.2 By countersigning this letter, you authorise the Original Lenders, if the Original Lenders or the Company so elect, to withhold from the proceeds of, whether or not those proceeds are pre-funded prior to the Closing Date or not:

- (a) the first drawdown of Facility B, an amount equal to the applicable Facility B Funding Payment and Ticking Fee; and
- (b) the first drawdown of the Revolving Facility, an amount equal to the applicable Revolving Facility Closing Payment.

4.3 Notwithstanding anything to the contrary in this letter, each of the Original Lenders shall, in their sole discretion, be permitted to share or allocate all or any portion of the payments payable to it hereunder with any other person or entity subject to and in accordance with the requirements of the Senior Facilities Agreement. Each of the Original Lenders shall also be permitted to assign their rights and/or obligations under this letter to any Affiliate or related fund where an assignment of rights and/or obligations has also been effected under and in accordance with the provisions of the Senior Facilities Agreement.

4.4 The parties acknowledge that the Facility B Funding Payment, the Revolving Facility Closing Payment and/or Ticking Fee are being paid to the Original Lenders in connection with their funding and commitment in respect of the Facilities, and not in exchange for services.

4.5 You further agree that all amounts payable hereunder shall be paid free and clear of, and without any deduction or withholding for or on account of, any current or future taxes, levies, imposts, duties or charges ("**Taxes**") levied in any jurisdiction from or through which payment is made, unless such deduction or withholding is required by applicable law, in which event, subject to the provisions set out and agreed in the Finance Documents concerning Qualifying Lender status, you will pay additional amounts so that the persons entitled to such payments will receive

the amount that such persons would otherwise have received but for such deduction or withholding. Without limiting the foregoing, all amounts stated as payable to the Original Lenders (or any such Original Lender's relevant designated affiliate) hereunder are stated exclusive of value added tax or similar charges ("VAT"), which you will pay at the same time and in the same manner as to which such VAT relates and against delivery of such invoices and receipts as you may reasonably require in order to duly account for such VAT in accordance with applicable laws.

## **5. MISCELLANEOUS**

- 5.1 This Closing Payments Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto.
- 5.2 You shall have the right (unless and until any of the Facilities have been funded on the Closing Date) to terminate this Closing Payments Letter on or after the date on which the Senior Facilities Agreement is terminated in accordance with its terms. The provisions of this Closing Payments Letter relating to choice of law and venue shall survive the expiration or termination of this Closing Payments Letter and the commitments under the Senior Facilities Agreement (including any extensions thereof).
- 5.3 If, at any time, any provision of this Closing Payments Letter is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Closing Payments Letter nor of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.
- 5.4 The terms of this Closing Payments Letter shall continue in full force and effect after the Senior Facilities Agreement is signed. The provisions of this Closing Payments Letter shall survive the funding of the Facilities and this Closing Payments Letter supersedes any prior understanding or agreement relating to the Facility B Funding Payment, Revolving Facility Closing Payment or Ticking Fee with respect to Facility B and any other amount payable for the Facilities.
- 5.5 Each of the parties to this Closing Payments Letter agrees that the courts of England have exclusive jurisdiction to settle any disputes in connection with this Closing Payments Letter and any non-contractual obligation arising out of or in connection with it and each of the parties to this Closing Payments Letter accordingly submits to the jurisdiction of the English courts.
- 5.6 Each of the parties to this Closing Payments Letter further agrees to waive any objection to the English courts on grounds of inconvenient forum or otherwise as regards proceedings in connection with this Closing Payments Letter and any non-contractual obligation arising out of or in connection with it, that a judgment or order of an English court in connection with this Closing Payments Letter and any non-contractual obligation arising out of or in connection with it is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.
- 5.7 Except as otherwise expressly provided herein, this Closing Payments Letter is intended to operate solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights of, any other person and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.
- 5.8 This Closing Payments Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Closing Payments Letter by email attachment or other electronic transmission (*i.e.*, a "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Closing Payments Letter. Any signature hereto through electronic means (including, without limitation, (x) any electronic symbol or

process attached to, or associated with, this letter and adopted by a person with the intent to sign, authenticate or accept this letter and (y) any facsimile, E-pencil or “.pdf” file signature), shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law.

You agree that this Closing Payments Letter and its contents are subject to the confidentiality provisions of the Senior Facilities Agreement.

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this Closing Payments Letter shall become a binding agreement between us.

*[Remainder of this page intentionally left blank]*

**SIXTH STREET SLE III HOLDCO 1 (A), S.À R.L.**

as an Original Lender

By:  \_\_\_\_\_

Name: 

Title: 

Notice Details

Address: 

Email: 

Attention: 

**SIXTH STREET SLE III HOLDCO 1-I (A), S.À R.L.**

as an Original Lender

By:  \_\_\_\_\_

Name: 

Title: 

**Notice Details**

Address: 

Attention: 

Email: 

**SIXTH STREET SLE III HOLDCO 1 (B), S.À R.L.**

as an Original Lender

By: [REDACTED] \_\_\_\_\_

Name: [REDACTED]

Title: [REDACTED]

Notice Details

Address: [REDACTED]

Email: [REDACTED]

Attention: [REDACTED]

**HSBC Innovation Bank Limited**

as an Original Lender

By: [REDACTED] \_\_\_\_\_  
Name: [REDACTED]  
Title: [REDACTED]

Notice Details

Address: [REDACTED]  
Email: [REDACTED]  
Attention: [REDACTED]

**PNC BUSINESS CREDIT, A TRADING STYLE OF PNC FINANCIAL SERVICES UK LTD**

as an Original Lender

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

**Notice Details**

Address: [REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

**SIXTH STREET SPECIALTY LENDING EUROPE III ADVISORS, LTD**

as Agent

By:  \_\_\_\_\_

Name: 

Title: 

Notice Details

Address: 

Email: 

Attention: 

Accepted and agreed to:

**VERTIGIS LTD**

as Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Notice Details

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Attention: \_\_\_\_\_

Date: 27 March 2026 ("Countersignature Date")