

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]

From: Sixth Street Specialty Lending Europe III Advisors, Ltd under the Senior Facilities Agreement (the “Agent”)

27 March 2026

Dear all

PROJECT BIRKDALE – CP SATISFACTION LETTER

1. BACKGROUND

- 1.1 We refer to the senior facilities agreement, dated the date of this letter, between, among others, you, the Original Lenders (each as defined therein), Sixth Street Specialty Lending Europe III Advisors, Ltd as Security Agent and the Agent (the “Senior Facilities Agreement”).
- 1.2 Terms and expressions defined in the Senior Facilities Agreement shall have the same meaning in this letter unless otherwise defined.
- 1.3 We write to you in our capacity as Agent on behalf of the Lenders under the Senior Facilities Agreement.

2. STATUS

- 2.1 We refer to clause 4.1 (*Initial Conditions Precedent*) of the Senior Facilities Agreement and to the conditions precedent set in at Part 1 (*Conditions Precedent to Initial Utilisation*) of Schedule 2 (*Conditions Precedent*) to the Senior Facilities Agreement (the “CP Schedule”).
- 2.2 We hereby irrevocably and unconditionally confirm in our capacity as Agent (acting on the instructions of the Lenders) under the Senior Facilities Agreement that:
  - (a) **Satisfied CPs:** the documents and/or evidence provided in respect of the conditions precedent listed at the following paragraphs of the CP Schedule:
    - (i) 1(a) (*Constitutional documents*);
    - (ii) 1(b) (*Corporate approvals*);
    - (iii) 1(c) (*Shareholder approvals*);
    - (iv) 1(d) (*Specimen signatures*);

- (v) 1(e) (*Formalities certificates*);
- (vi) 1(g) (*PSC confirmation*);
- (vii) 2 (*Finance Documents*);
- (viii) 3 (*Legal Opinions*);
- (ix) 4 (*Rule 2.7 Announcement*);
- (x) 5 (*Original Reports*);
- (xi) 6.1 (*Original Financial Statements*);
- (xii) 6.2 (*Original Base Case Model*);
- (xiii) 7(c) (*“Know your customer” requirements*);
- (xiv) 7(d) (*Approved List*); and
- (xv) 7(e) (*Group Structure Chart*),

have, in each case, been received by us on or prior to the date of this letter and:

- (A) to the extent required, such documents and/or evidence have been received by us in form and substance satisfactory to us; and
  - (B) accordingly, other than those conditions described in paragraphs (b) and (c) below, all conditions precedent to the availability of the Facilities have been unconditionally and irrevocably satisfied; and
  - (C) with respect to the conditions precedent listed at sub-paragraphs (ix) (*Rule 2.7 announcement*), (x) (*Original Reports*) and (xii) (*Original Base Case Model*) above, any Replacement Documents/Evidence (as defined below) comply with the requirements set out in paragraphs 3.1(a) and/or (b) below.
- (b) **Agreed Form CPs:** the documents and/or evidence provided in respect of the conditions precedent listed at paragraph 1(f) (*Completion Certificate*) of the CP Schedule is in agreed form on the terms set out in the Senior Facilities Agreement and, once executed by HoldCo and/or the Company or signed by our legal advisors (as applicable) in such form and delivered to us:
- (i) such documents and/or evidence will have been received by us in form and substance satisfactory to us; and
  - (ii) accordingly, other than those conditions described in paragraph (c) below, all conditions to the availability of the Facilities will have been unconditionally and irrevocably satisfied;
- (c) **Other CPs:** the documents and/or evidence to be provided in respect of the conditions precedent listed at paragraphs 7(a) (*Funds Flow Statement*) (the “**Funds Flow CP**”) and 7(b) (*Fees*) of the CP Schedule (the “**Fees CP**”, together with the Funds Flow CP, the “**Closing CPs**”) are:
- (i) standard in the European leveraged finance market; and

- (ii) customarily satisfied on or prior to the Closing Date,

and we have no reason to believe that the Closing CPs will not be satisfied in advance of funding, it being understood and acknowledged that the satisfaction of the Closing CPs is entirely within your control and, in particular:

- (A) the Fees CP may be unconditionally and irrevocably satisfied by a reference to the payment of such fees in a Drawdown Request or the Funds Flow Statement; and
- (B) the Funds Flow CP may be unconditionally and irrevocably satisfied by delivery of a Funds Flow Statement, which shall be for information purposes only and shall not be required to be in form or substance satisfactory to any Finance Party nor subject to any other approval requirement from any Finance Party.

2.3 We confirm that we will act in accordance with this paragraph 2 and paragraph 3 (*Amendments to Conditions Precedent*) below.

### 3. AMENDMENTS TO CONDITIONS PRECEDENT

3.1 Without prejudice to the unconditional and irrevocable confirmations given in paragraphs 2.2 and 2.3 above, we will also accept in satisfaction of the applicable conditions precedent described in paragraphs 2.2(a)(ix) (*Rule 2.7 announcement*), 2.2(a)(x) (*Original Reports*) and 2.2(a)(xii) (*Base Case Model*) above, any replacement of or amendment, supplement or variation to, any of the documents and/or evidence provided prior to the date of this letter in respect of those conditions precedent (the “**Original Documents/Evidence**”), **provided that:**

- (a) any differences in the terms of such replacement, amended, supplemented or varied documents and/or evidence (the “**Replacement Documents/Evidence**”) from the equivalent documents and/or evidence provided prior to the date of this letter, are not materially adverse to the interests of the Original Lenders (taken as a whole) under the Finance Documents; or
- (b) the Replacement Documents/Evidence are otherwise approved by the requisite majority of the Arrangers or Majority Lenders, in each case, acting reasonably and in good faith, with such approval not to be unreasonably withheld, conditioned or delayed,

**provided that**, for the avoidance of doubt, but subject to the Company’s requirement to deliver final forms of the Original Documents/Evidence, a failure to deliver any Replacement Documents/Evidence shall not affect the satisfaction of any condition precedent or the unconditional and irrevocable confirmations given by us in paragraphs 2.2 and 2.3 above, in each case, with respect to the corresponding Original Documents/Evidence.

3.2 Following the execution and/or delivery of any Replacement Documents/Evidence in accordance with paragraph 3.1 above:

- (a) the conditions precedent to which such Replacement Documents/Evidence relate will have been received by us in form and substance satisfactory to us; and
- (b) accordingly the corresponding conditions to the availability of the Facilities will have been unconditionally and irrevocably satisfied.

### 4. CONFIDENTIALITY

This letter is provided on the understanding that this letter and its terms and substance shall not be disclosed by us except in accordance with clause 43.2 (*Disclosure of Confidential*

*Information*) of the Senior Facilities Agreement (which shall be deemed incorporated into this letter as though references therein to the Finance Documents were references to this letter).

**5. MISCELLANEOUS**

- 5.1 This letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.
- 5.2 Except for the Company or any other Group Company, a person who is not party to this letter has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any of its terms.
- 5.3 This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law. Each of the parties to this letter agrees that the courts of England have exclusive jurisdiction to settle any disputes in connection with this letter and any non-contractual obligation arising out of or in connection with it and each of the parties to this letter accordingly submits to the jurisdiction of the English courts.

Yours faithfully

*[The remainder of this page is left intentionally blank]*

**AGENT (under the Senior Facilities Agreement)**

For and on behalf of

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

By:

 \_\_\_\_\_

Name:



Title:



**Notice Details**

Address:



Email:



Attention:

