

LETTER OF COMMITMENT

To: Metro Bank Holdings plc
One Southampton Row
London WC1B 5HA
United Kingdom
(the "**Company**")

8 October 2023

Dear Sir or Madam,

Equity Capital Raising

1 Background

- 1.1** We understand that the Company intends to raise equity capital of at least £150 million in aggregate (the "**Capital Raising**") which will be subject to the passing of certain resolutions of the shareholders of the Company in support of the Capital Raising (the "**Resolutions**") at a general meeting of the Company (the "**General Meeting**"). The scope of the Resolutions will depend on the structure of the Capital Raising but are expected to include allotment authorities, disapplication of pre-emption rights and Rule 9 waiver.
- 1.2** In addition, we understand that the Company intends to undertake liability management exercises in connection with existing Tier 2 Notes and existing MREL Notes (the "**LMEs**"), further details of which are set out in the term sheet scheduled to this letter (the "**Term Sheet**").

2 Statement of Commitment

- 2.1** Subject to paragraph 3, we commit to subscribe for up to [REDACTED] of new ordinary shares of the Company (the "**New Shares**") at a price of 30 pence per New Share. We understand that the foregoing commitment may, in part, be subject to clawback depending on finalisation of the structure of the Capital Raising.
- 2.2** Subject to sub-paragraphs 3.1.1 and 3.1.3 to 3.1.5, we commit that:
- 2.2.1** we will exercise all voting rights attaching to our existing shares in the Company (the "**Shares**") to vote in favour of the Resolutions at the General Meeting, or at any adjournment of the General Meeting; and
- 2.2.2** we will not exercise the voting rights attaching to the Shares in any manner which would delay, prevent or otherwise frustrate the passing of the Resolutions.

3 Conditions

- 3.1** Our commitment to subscribe for the New Shares in paragraph 2.1 above is conditional upon:
- 3.1.1** the combined circular and prospectus to be published by the Company in connection with the Capital Raising (the "**Prospectus**") being formally approved by the Financial Conduct Authority (the "**FCA**") and being made available to the public by no later than 31 December 2023 (or such later date as we agree with the Company);

- 3.1.2 the passing of the Resolutions at the General Meeting;
- 3.1.3 the receipt of all applicable regulatory approvals including from the Prudential Regulatory Authority in connection with the Capital Raising and LMEs and any controller approval associated with our commitment in paragraph 2.1;
- 3.1.4 the consent approval thresholds associated with the LMEs having been obtained and the support agreement associated with the LMEs not having been terminated;
- 3.1.5 admission of New Shares to the Official List of the FCA and to trading on the premium listing segment of the London Stock Exchange becoming effective;
- 3.1.6 the completion of documentation as is necessary or reasonably required for the Capital Raising; and
- 3.1.7 the Company shall have complied with the provisions of this Section 3.1.7, which shall also be a covenant of the Company. The Company hereby agrees that we shall be entitled to receive the benefit of any provision (an “**Additional Provision**”) for the benefit of any potential purchaser of equity (an “**Other Investor**”) in any “Letter of Commitment” or other agreement providing for the commitment by the Other Investor to provide equity to the Company or its affiliates (an “**Other Commitment Letter**”), including, but not limited to, any additional or greater Conditions in favor of the Other Investor, any fees or expense reimbursement provided to the Other Investor and any other commercial, legal or other terms, save for the granting of board representation to the Company’s largest shareholder (resulting from a commitment by that shareholder to a significant investment). At our request and immediately prior to the closing of the Capital Raising, the Company shall certify to us in writing its compliance with the preceding sentence and provide a copy of any such Additional Provision. Notwithstanding paragraph 2.1, the price to be paid by us for the New Shares shall be no greater than the price per share in the Capital Raising, and the other terms and conditions of our purchase of the New Shares shall be no less favourable to us, individually or in the aggregate than the terms and conditions provided to the other purchasers of ordinary shares in the Capital Raising..

4 General

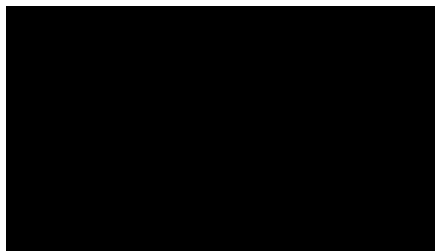
- 4.1 We acknowledge and agree that the Company and its advisers may make reference to our commitments in paragraph 2 in discussions with regulators, bondholders, in future announcements and in the Prospectus.
- 4.2 This letter is to be governed by and construed in accordance with English law. We hereby submit to the exclusive jurisdiction of the Courts of England as regards any matter or claim arising in relation to this letter but this letter may be enforced in any court of competent jurisdiction.
- 4.3 This letter has been executed as a Deed and is delivered on the date shown above.

Executed as a Deed by 

Acacia Conservation Master Fund (Offshore), LP

acting by





in the presence of:

