

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**”) at a price of 30 pence (“**Offer Price**”) per new ordinary share (the “**New Shares**”) 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 any other Resolutions necessary to give effect to the Capital Raising (the “**Committed Resolutions**”).
- 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 Shares at the Offer Price. 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, 3.1.2 and 3.1.5 to 3.1.6, 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 Committed 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 Committed 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 execution of a commitment letter by Spaldy Investments Limited agreeing to subscribe for least £102 million of New Shares as part of the Capital Raising (“**Spaldy Commitment Letter**”);
- 3.1.3 the Capital Raising being not less than for an aggregate amount of £150 million;
- 3.1.4 the passing of the Resolutions at the General Meeting;
- 3.1.5 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;
- 3.1.6 the consent approval thresholds associated with the LMEs to be effected on the terms set out in the Term Sheet having been obtained and the support agreement associated with the LMEs not having been terminated;
- 3.1.7 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; and
- 3.1.8 the completion of documentation as is necessary or reasonably required for the completion of 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 on an anonymised basis. For the avoidance of doubt, the Company and its advisers shall at all times keep confidential our name or any other identifying information in respect of our commitment unless required by law or regulation otherwise agreed with us.
- 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 The commitments set out in this letter shall cease to have effect on 31 January 2024 (or such later date as we may agree with the Company).
- 4.4 This letter has been executed as a Deed and is delivered on the date shown above.

Executed as a Deed by

Spruce House Investment Management LLC

..... acting by

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in the presence of:

