

## 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 issue new ordinary shares (the "**New Shares**") 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 [REDACTED] of New Shares (the "**Subscription Shares**") at a price per New Share which will result in us having a minimum holding in the Company of 52 per cent. following completion of the Capital Raising. The Subscription Shares shall rank at the time of admission *pari passu* in all respects with the ordinary shares in issue immediately prior to admission and with the other new ordinary shares issued pursuant to the Capital Raising, including as respects to participation in any future issues of equity shares.
- 2.2 Subject to sub-paragraphs 3.1.1, 3.1.2, 3.1.4 to 3.1.6 and 3.1.8, 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 Subscription Shares in paragraph 2.1 above is conditional upon:

- 3.1.1 the final structure of the Capital Raising reflecting that the Company will raise at least £150 million in aggregate with us having a minimum holding in the Company of 52 per cent. following completion of the Capital Raising;
- 3.1.2 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);
- 3.1.3 the passing of the Resolutions at the General Meeting;
- 3.1.4 the receipt of all applicable regulatory approvals including from the Prudential Regulatory Authority in connection with the Capital Raising and LMEs;
- 3.1.5 the receipt of all controller approvals associated with our commitment in paragraph 2.1, which, to the extent that such approvals are given subject to conditions or any other terms which may reasonably be expected to have an adverse impact on us or any of our affiliates, are on terms satisfactory to us;
- 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 Capital Raising.

#### **4 Termination**

Notwithstanding anything contained in this letter, this letter may be terminated by written notice by us to the Company if any of the conditions in paragraph 3 have not been satisfied prior to 31 January 2024 (or such later date as we agree with the Company). Upon termination, we shall be released and discharged from our commitments pursuant to this letter.

#### **5 General**

- 5.1 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.
- 5.2 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.
- 5.3 This letter has been executed as a Deed and is delivered on the date shown above.

Executed as a Deed by

Spaldy Investments Limited acting by

[Redacted]

[Redacted]

in the presence of:

[Redacted]