

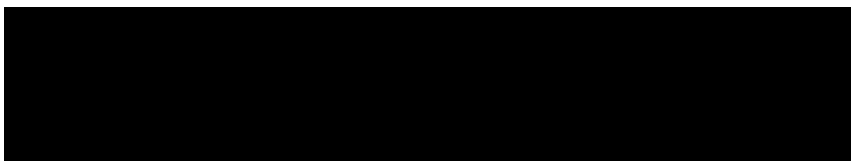
To: Mitie Group PLC
35 Duchess Road
Rutherglen
Glasgow
G73 1AU

5 June 2025

Dear Sir/Madam,

Mitie Group PLC - £240,000,000 Credit Agreement dated on or around the date of this letter (the Agreement)

1. We refer to the Agreement. Terms and expressions not otherwise defined in this letter shall have the same meanings given to them in the Agreement. The provisions of clause 1.2 (Construction) of the Agreement apply to this letter as though they were set out in full in this letter except that references to the Agreement are to be construed as references to this letter.
2. This is the Fee Letter referred to in clause 12.1 (*Facility Agent's fee*) of the Agreement.
3. Subject to the other terms of this letter, the agency fee payable under the Agreement is £25,000.00 per annum, (the **Agency Fee**) and must be paid in instalments of £6,250.00 (an **Agency Fee Instalment**) quarterly in advance for as long as we continue to act as Facility Agent under the Agreement.
4. The first payment of an Agency Fee Instalment is payable on the date falling ten Business Days after the date of the Agreement.
5. Subsequent Agency Fee Instalments shall be payable at the end of every three calendar months from the date of this letter for so long as any amount is or may be outstanding under the Agreement or any Commitment is in force and we are appointed as Facility Agent.
6. The Agency Fee is payable in accordance with the terms of the Agreement in non-refundable and shall be paid to us as Facility Agent for our own account and be made in immediately available, freely transferable funds. The Agency Fee shall not be subject to any set-off or counterclaim by the Company.
7. The Agency Fee is payable to:



or such other account as we have notified to you in writing at least three Business Days before the date on which the payment is due.

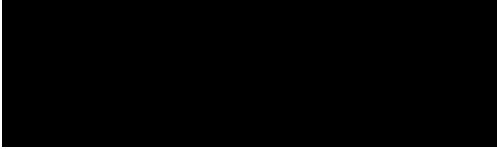
8. For the avoidance of doubt, the Agency Fee payable to the Facility Agent is payable in respect of the amount of all costs and expenses (including legal fees) reasonably incurred by the Facility Agent in connection with:
- (a) operational aspects of the Facility;
 - (b) distribution of information to the other Lenders;
 - (c) any amendments or waivers to the Agreement (excluding any amendments and waivers that are required in connection with an Event of Default);
 - (d) attending to Lender and Borrower questions; and
 - (e) liaising with any of the Facility Agent's professional advisors.

All other amounts payable to the Facility Agent under clause 17 (Expenses) and clause 15.2 (Other Indemnities) of the Agreement will include payment for the Facility Agent's management time, which will be calculated on the basis of such reasonable daily or hourly rates as the Facility Agent may notify to the Company and the Lenders, and is in addition to any fee paid or payable to the Facility Agent under this letter.

9. This letter is confidential and its content may only be disclosed by you to: (i) your agents, employees, officers, directors, auditors and professional advisers; and (ii) those persons and in those circumstances set out in clauses 36.2(b)(v) or (vii) of the Agreement or with the consent of the Facility Agent.
10. This letter is a Finance Document.
11. 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.
12. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

If you agree to the above, please sign where indicated below.

Yours faithfully,

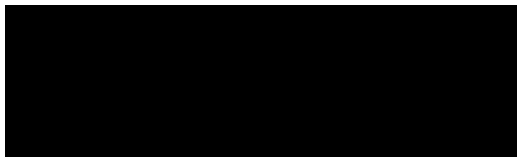


Lloyds Bank PLC

as Facility Agent

FORM OF ACKNOWLEDGEMENT

We agree to the above.



Mitie Group PLC