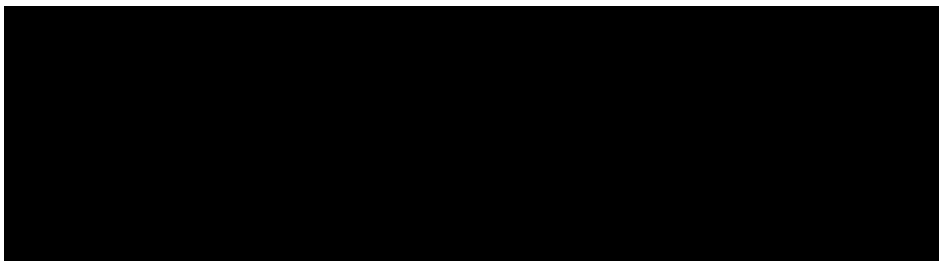


To: Mitie Group PLC
The Shard, Level 12
32 London Bridge Street
London SE1 9SG

5 June 2025

Mitie Group PLC - £240,000,000 Bridge Facility Agreement (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 12.2 (*Arrangement fee*) of the Agreement.
3. In consideration of the Arrangers agreeing to arrange the Facility, the arrangement fee payable under the Agreement is 0.30% of the Total Commitments as at the relevant payment date (the **Arrangement Fee**).
4. The Arrangement Fee shall be paid by the Company (or the Company shall procure that a Borrower will pay) in immediately available, freely transferable funds to the Facility Agent (for the account of each Arranger) in the following instalments:
 - (a) 0.10% of the Total Commitments as at the date of the Agreement and payable on the date of the Agreement;
 - (b) 0.10% of the Total Commitments as at the time of payment and payable on the earlier of: (i) the date falling 3 Months after the date of the Agreement and (ii) the first Utilisation Date; and
 - (c) 0.10% of the Total Commitments as at the time of payment and payable on the first Utilisation Date.
5. The Arrangement Fee will be payable to the Facility Agent for the account of the Arrangers pro-rata in the proportions that their respective Commitments (or the Commitments of any of its Affiliates that is a Lender) bear to the Total Commitments as at the relevant payment date. For the avoidance of doubt, no VAT shall be payable in connection with the Arrangement Fee payable under this letter.
6. The Arrangement Fee is non refundable and shall be payable to the following account:



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 made.

7. The Arrangement Fee shall be paid in full, without any set-off, deduction or withholding of any kind.
8. This letter is a Finance Document.
9. 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.
10. 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.



For

MITIE GROUP PLC