

To: MITIE Group PLC (the **Company**)

Cc: Lloyds Bank plc and National Westminster Bank plc (the **Original Lenders**)

Date: 5 June 2025

Dear Sir / Madam

Project Kit – Signing Date Conditions Precedent Satisfaction Letter

We refer to the bridge facility agreement dated 5 June 2025 and made between, among others, the Company and the Original Lenders (the **Bridge Facility Agreement**).

Capitalised terms defined in the Bridge Facility Agreement have the same meaning when used in this letter.

We write to you in our capacity as the Facility Agent pursuant to clause 4.1 (*Initial conditions precedent*) and clause 4.2 (*Further conditions precedent*) of the Bridge Facility Agreement.

Conditions Precedent to signing

We irrevocably and unconditionally confirm that all of the documents and other evidence listed in paragraphs 1 to 5 of Part I (*Conditions Precedent to Signing*) of Schedule 2 (*Conditions Precedent Documents*) to the Bridge Facility Agreement have been received in form and substance satisfactory to us. We therefore confirm that all conditions precedent listed in paragraphs 1 to 5 of Part 1 (*Conditions Precedent to Signing*) of Schedule 2 (*Conditions Precedent Documents*) to the Bridge Facility Agreement have been unconditionally and irrevocably satisfied.

Conditions Precedent to be delivered prior to the first Utilisation Date

The documents and other evidence listed in paragraphs 1 to 2 of Part II (*Conditions Precedent to Initial Utilisation*) of Schedule 2 (*Conditions Precedent Documents*) can only be provided after the Signing Date but on or before the first Utilisation Date.

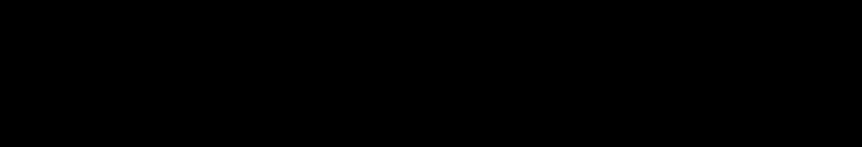
We unconditionally and irrevocably confirm that:

- (a) we have received the agreed form of the certificate from the Company confirming each of the matters listed in paragraph 1.1(c)/1.2(d) of Part II (*Conditions Precedent to Initial Utilisation*) of Schedule 2 (*Conditions Precedent Documents*) of the Bridge Facility Agreement which is in form and substance satisfactory to us and will, upon delivery to the Facility Agent of a dated copy thereof once duly executed by an authorised signatory of the Company, will satisfy the condition precedent in paragraph 1.1(c)/1.2(d) of Part II (*Conditions Precedent to Initial Utilisation*) of Schedule 2 (*Conditions Precedent Documents*) to the Bridge Facility Agreement;
- (b) following receipt of the duly executed certificate described in paragraph (a) above and each of the documents and other evidence listed in paragraphs 1 to 2 of Part II (*Conditions Precedent to Initial Utilisation*) of Schedule 2 (*Conditions Precedent Documents*), we will promptly confirm to the Company that (pursuant to clause 4.2 (*Further conditions precedent*) of the Bridge Facility Agreement) each of the documents and other evidence listed in paragraphs 1 to 2 of Part II (*Conditions Precedent to Initial Utilisation*) of Schedule 2 (*Conditions Precedent Documents*) of the Bridge Facility Agreement have been unconditionally and irrevocably satisfied.

The provisions of clause 1.2 (*Construction*) and clause 41 (*Enforcement*) of the Bridge Facility Agreement shall be incorporated into this letter *mutatis mutandis*.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

A large black rectangular redaction box covering the signature area.

For and on behalf of Lloyds Bank plc in its capacity as the Facility Agent