YOU ARE RECEIVING THIS LETTER AS A PARTICIPANT OF MITIE'S SAVE AS YOU EARN (SAYE) PLAN

THIS LETTER (INCLUDING ITS APPENDICES) IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PLEASE READ IT CAREFULLY.

This letter should be read in conjunction with the Scheme Document circulated to Mitie Shareholders dated 13 August 2026, containing details of the Scheme, amongst other things.

This letter relates to a transaction which, if implemented, will result in the cancellation of the listing of Mitie shares on the equity shares (commercial companies) category of the Official List and the trading of Mitie shares on the London Stock Exchange's Main Market for listed securities.

If you are in any doubt as to the contents of this letter or the decision or action you should take, you are recommended to seek your own independent financial advice immediately from your stockbroker, bank manager, solicitor, accountant or independent financial adviser who, if you are taking advice in the United Kingdom, is authorised under the Financial Services and Markets Act 2000 (as amended from time to time) or, if you are taking advice outside the United Kingdom, from another appropriately authorised independent financial adviser.

13 August 2026

Dear Participant

The Mitie Save As You Earn (SAYE) Scheme and the recommended acquisition of Mitie Group plc by OCS Group International Limited

1 Introduction

On 21 July 2026, the boards of Mitie Group plc ("**Mitie**") and OCS Group International Limited ("**OCS**") announced the terms of a recommended acquisition by OCS of the entire issued, and to be issued, ordinary share capital of Mitie (the "**Acquisition**").

The Acquisition would bring together two highly complementary businesses, creating a British facilities management group with increased capacity to invest in our people, technology and services, and providing access to broader opportunities for colleagues. In recommending the offer, the Mitie Directors have taken into account OCS's commitment to safeguard existing contractual and statutory employment rights and the intention that Mitie colleagues should play an important role in the combined business. Together, we can build something remarkable for our colleagues, our customers and our country.

If the Acquisition completes, it will result in Mitie and its subsidiaries becoming wholly-owned subsidiaries of OCS.

This letter and its appendices should be read together with the Scheme Document, available at Recommended cash offer by OCS for Mitie | Mitie and Recommended Offer - OCS. A copy of this letter is also available on the same websites.

Defined terms used in this letter are set out in Appendix D, or otherwise have the meanings given in the Scheme Document.

2 Why are we writing to you?

This letter explains the effect of the Acquisition on your options granted under the Mitie SAYE Scheme (the "**SAYE**") ("**SAYE Options**") and the decisions you need to make in relation to them.

This letter applies to you if you hold either or both of:

(i) SAYE Options which have already matured (meaning those SAYE Options which are exercisable and for which the savings period has ended) ("**Matured SAYE Options**"); or

(ii) SAYE Options which have not matured yet (meaning those SAYE Options which are not yet exercisable and for which the savings period is ongoing) ("**Unmatured SAYE Options**").

- If you hold Matured SAYE Options, please read Appendix A to this letter.
- If you hold Unmatured SAYE Options, please read Appendix B to this letter.
- If you hold both Matured SAYE Options and Unmatured SAYE Options, please read both Appendix A and Appendix B.

You will receive separate letters in respect of any other awards you hold or share plans in which you participate.

3 What do I need to do now?

Please read everything in this letter and the appendices carefully; the contents are very important.

THERE IS NO ACTION REQUIRED FROM YOU TODAY

We will write to you again in due course with further information on how to take action and the relevant deadlines.

Please note that if you take no action by the deadline, your SAYE Options will lapse on the 20th day following the date of the Scheme Court Order (unless they lapse earlier under the SAYE Rules) and you will receive no value for them.

4 How does the Acquisition work?

The Acquisition will be implemented by way of a Scottish scheme of arrangement (the "**Scheme**"), requiring the approval of Mitie Shareholders and sanction by the Court at the Scheme Court Hearing.

This is a UK legal procedure under which Mitie Shares are automatically transferred to OCS in exchange for the consideration as set out in section 5 below.

The Acquisition is expected to complete within a couple of days after the Scheme Court Hearing (the date on which the Acquisition completes is known as the "**Effective Date**"). If the Acquisition completes, it will result in Mitie and its subsidiaries becoming wholly-owned subsidiaries of OCS.

5 What are the terms of the Acquisition?

In summary, under the Scheme, Mitie Shareholders will be entitled to receive for each Mitie Share held up to 221.6 pence in cash, comprised of:

(i) cash consideration of 218.5 pence from OCS in consideration for the sale of their Mitie Shares (the "**Acquisition Price**"); and

(ii) a final dividend in relation to the financial year ended 31 March 2026 of 3.1 pence per Mitie Share (the "**FY26 Final Dividend**").

OCS has also agreed that, if the Effective Date does not occur on or before 19 November 2026, the Mitie Directors may resolve to pay an interim dividend in respect of the financial period commenced on 1 April 2026 and ending on 30 September 2026 of up to 1.3 pence per Mitie Share (the "**FY**27 Interim Dividend").

The FY26 Final Dividend and the FY27 Interim Dividend will only be payable to Mitie Shareholders on the register at the relevant record time and will not reduce the Acquisition Price. The FY26 Final Dividend is expected to be paid on 27 August 2026. The FY27 Interim Dividend will be payable to Mitie Shareholders on the register at the earlier of: (i) a record time set in accordance with Mitie's dividend timetable (expected to be 27 November 2026); and (ii) the Scheme Record Time.

The full terms of, and conditions to, the Acquisition are set out in full in the Scheme Document.

6 When is the Acquisition likely to complete?

The Acquisition is subject to the Conditions (in particular, the Material Regulatory Conditions) and is currently expected to complete during the first quarter of 2027. The expected timetable is available in the front section of the Scheme Document. Further details regarding the Conditions (including the Material Regulatory Conditions) are set out in the Scheme Document.

7 What if I have any questions?

Answers to Frequently Asked Questions are included in Appendix C. If you have any questions about your Matured SAYE Options and/or your Unmatured SAYE Options, what your choices are or how to exercise your Matured SAYE Options and/or Unmatured SAYE Options, please contact MUFG at [redacted].

8 Important notes

Nothing in this letter constitutes financial advice to any holder of shares, share awards or share options in Mitie. Neither Mitie nor OCS can give you legal, tax, investment or financial advice on the merits of the Acquisition, its effect on your Matured SAYE Options and/or your Unmatured SAYE Options or your choices.

A hard copy of this letter is available on request from MUFG by emailing [redacted], stating your name and the address to which the hard copy should be sent. You can also ask that any other documents, announcements and information to be sent to you in relation to the Acquisition should be sent to you in hard copy form.

In the event of any conflict between this letter, the SAYE Rules, or applicable legislation, then the SAYE Rules and the legislation (as applicable) will prevail.

Yours sincerely	Yours sincerely
[redacted]	[redacted]
On behalf of Mitie Group plc	On behalf of OCS Group International Limited

Appendix A – Matured SAYE Options

1 How does the Acquisition affect my Matured SAYE Options?

Your Matured SAYE Options can be exercised now. They stay exercisable for six months from the date they first became exercisable, unless they lapse earlier under the SAYE Rules.

If the Court sanctions the Scheme at the Scheme Court Hearing, this exercise window will be shortened. Your Matured SAYE Options will remain exercisable only for 20 calendar days following the date of the Scheme Court Hearing.

If you have not exercised your Matured SAYE Options by the end of that 20 calendar day period (or by any earlier lapse date under the SAYE Rules), they will lapse. You will be sent a form by MUFG which you will need to return to them to close your savings account and request that your savings are returned to you.

2 What are my choices?

- **<u>Choice A: Exercise your Matured SAYE Options</u>**

You can exercise your Matured SAYE Options now to buy Mitie Shares at the Option Price using your accumulated savings. You will be able to do this until the end of the 20 calendar day period following the date of the Scheme Court Hearing, unless your Matured SAYE Options lapse earlier under the SAYE Rules.

It may be possible to request a transfer of some or all of your Mitie Shares to your legal spouse or civil partner. If this option is available, you will be able to provide your legal spouse or civil partner's details as part of the exercise process and request that some or all of your Mitie Shares are transferred to them.

If you exercise your Matured SAYE Options and sell the Mitie Shares before the Scheme Court Hearing, the Mitie Shares will be sold at the market value on the time of sale, and the cash proceeds (less any applicable fees) will be paid to you as soon as reasonably practicable. The amount you receive in this way may be different from – and may be less than – the Acquisition Price of 218.5 pence per Mitie Share.

If you exercise your Matured SAYE Options before the Scheme Court Hearing and keep some or all of the Mitie Shares you acquire, then any Mitie Shares you still hold:

- at the Scheme Record Time will (if the Acquisition completes) be automatically transferred to OCS, and you will receive the Acquisition Price of 218.5 pence for each Mitie Share; and/or
- at the record date for the FY27 Interim Dividend (if declared) will entitle you to receive the FY27 Interim Dividend on those Mitie Shares.

If you exercise your Matured SAYE Options after the Scheme Court Hearing, the savings you have made up to the date of exercise will be used to buy Mitie Shares at the Option Price on the date of exercise (unless your Matured SAYE Options lapse earlier under the SAYE Rules). Any Mitie Shares issued to you on exercise will be automatically transferred to OCS. For each Mitie Share so transferred you will receive the Acquisition Price of 218.5 pence. The Acquisition Price will be paid to you by cheque, despatched within 14 days of the Mitie Shares being issued to you.

If you want to exercise your Matured SAYE Options, please log in to the MUFG Portal and complete the online exercise instruction before your Matured SAYE Options lapse.

Further information on how these choices interact with capital gains tax, ISA transfers and spousal or civil partner transfers is set out in Appendix C (Frequently Asked Questions).

- **Choice B: Request the return of your savings contribution at any time (which will cause your Matured SAYE Options to lapse)**

If you do not want to exercise your Matured SAYE Options and would instead prefer to cancel your savings contract and have your savings returned to you, you can request this at any time. Your Matured SAYE Options will lapse at the end of the 20 calendar day period following the date of the Scheme Court Hearing.

To make this instruction, log into your MUFG account at www.mitie-shares.com and select 'Your Sharesave is maturing' and then select 'None. Please send me my savings under this award' when provided with your maturity choices. If you do so, your options will lapse on the date of such instruction.

You will receive your savings to the bank account saved on the portal. If there are no bank details saved on the portal then your savings will be returned to you via a cheque, sent out in the post.

If you select Choice B you will not receive any Mitie Shares and you will not benefit from any increase in the value of Mitie Shares – whether by way of market sale or the Acquisition Price of 218.5 pence per Mitie Share under the Acquisition.

3 What if I do nothing?

If you do nothing, your Matured SAYE Options will lapse on the 20th calendar day following the date of the Scheme Court Hearing (unless they lapse earlier under the SAYE Rules). You will be sent a form by MUFG which you will need to return to them to close your savings account and request that your savings are returned to you.

4 Recommendation

The Mitie Directors recommend that you select **Choice A** and exercise your Matured SAYE Options before they lapse and in sufficient time to become a Mitie Shareholder prior to the record date of the FY27 Interim Dividend (if declared) so that you receive the FY27 Interim Dividend. You should, however, consider your own personal circumstances, including your tax position, when deciding if and when to exercise your Matured SAYE Options.

The Mitie Directors, who have been so advised by Ardea Partners as to the financial terms of the proposals, consider the terms of the proposals described above to be fair and reasonable in the context of the Acquisition. In providing their advice to the Mitie Directors, Ardea Partners have taken into account the commercial assessments of the Mitie Directors. Ardea Partners are providing independent financial advice to the Mitie Directors for the purposes of Rule 15.2 of the Code.

Appendix B – Unmatured SAYE Options

1 How does the Acquisition affect my Unmatured SAYE Options?

Completion of the Acquisition will change the usual treatment of your Unmatured SAYE Options. This Appendix B explains what will happen and the choices available to you.

Your Unmatured SAYE Options cannot be exercised yet. Under the usual timetable, you would continue saving until the end of your 3-year savings contract and then decide either to use your savings to exercise your SAYE Options and buy Mitie Shares at the Option Price, or to let your SAYE Options lapse and take your savings back.

If the Scheme Court Hearing takes place before the end of your 3-year savings contract and the Court sanctions the Scheme, your Unmatured SAYE Options (that is, SAYE Options that are not already exercisable) will become exercisable early – but only to the extent of the savings you have accumulated at the date of exercise. They will be exercisable for a period of 20 calendar days beginning on the date of the Scheme Court Hearing, unless they lapse earlier under the SAYE Rules.

If you have not exercised your Unmatured SAYE Options by the end of that 20 calendar day period (or by any earlier lapse date under the SAYE Rules), they will lapse. You will be sent a form by MUFG which you will need to return to them to close your savings account and request that your savings are returned to you.

2 What are my choices for any Unmatured SAYE Options?

- **Choice A: Elect to exercise your Unmatured SAYE Options conditional on the Court sanctioning the Scheme at the Scheme Court Hearing**

You will be able to elect in advance to exercise your Unmatured SAYE Options, conditional on the Court sanctioning the Scheme at the Scheme Court Hearing. If you make this election, exercise will happen automatically on the date of the Scheme Court Hearing using the savings you have made up to that date. You can continue saving in the meantime, but you would lose the potential benefit of the additional saving period of up to 20 calendar days after the Scheme Court Hearing available under Choice B.

The window for making your election is expected to open once Mitie Shareholders approve the Scheme and will be open for several months. In any event, you will have at least three weeks before the Scheme Court Hearing to make your choice.

MUFG will write to you in due course once the advance exercise facility is available, explaining how to make your election and telling you the deadline.

The savings you have made at the date of exercise will be used to buy Mitie Shares at the Option Price on the date of the Scheme Court Hearing, unless your Unmatured SAYE Options lapse earlier under the SAYE Rules. The Mitie Shares you receive on exercise will then be automatically transferred to OCS under the Acquisition, and for each Mitie Share transferred you will receive the Acquisition Price of 218.5 pence. Any Mitie Shares issued to you on exercise will be held very briefly in certificated form before being transferred to OCS, and you will not be able to keep them. The Acquisition Price will normally be paid to you by cheque, despatched within 14 days of the Effective Date.

If the Scheme Record Time is the earlier record time for the FY27 Interim Dividend, you would receive the FY27 Interim Dividend as a Mitie Shareholder in respect of the Mitie Shares you acquire on exercise

- **Choice B: Exercise your Unmatured SAYE Options at a date of your choosing during the 20-day period following the Scheme Court Order being granted**

You can elect to exercise your Unmatured SAYE Options at any time during the 20 calendar day period beginning on the date of the Scheme Court Hearing (unless your Unmatured SAYE Options lapse earlier under the SAYE Rules). Further details on how to submit your instruction following the Scheme Court Hearing will be communicated to you in due course.

The savings you have made up to the date of exercise will be used to buy Mitie Shares at the Option Price on the date you exercise, unless your Unmatured SAYE Options lapse earlier under the SAYE Rules. Any Mitie Shares issued to you will be automatically transferred to OCS. For each Mitie Share so transferred you will receive the Acquisition Price of 218.5 pence. The Acquisition Price will be paid to you by cheque, despatched within 14 days of the Mitie Shares being issued to you. You will not be able to keep any Mitie Shares. You would not receive any value in respect of the FY27 Interim Dividend, irrespective of the record time for that dividend.

Compared to Choice A, Choice B may allow you to buy more Mitie Shares (and so receive more Acquisition Price overall) if your next monthly savings deduction date falls between the Scheme Court Hearing and the date on which you exercise – in that case, one further monthly savings contribution can be included. However, you will receive the Acquisition Price later than you would under Choice A.

- **Choice C: Request the return of your savings contributions at any time (which will cause your option to lapse)**

If you would prefer to cancel your savings contract and have your savings returned to you, you can request this at any time by giving an instruction to MUFG CM. In order to exercise this right, please write to MUFG Corporate Markets Trustees (UK) Limited, Share Plans, Central Square, 29 Wellington Street, Leeds, LS1 4DL or email [redacted]. Please note that if you cancel your participation in the Scheme, depending on when you do so, you may not receive any interest or bonus accrued up to the date you cancel.

If you select Choice C, you will not receive any Mitie Shares in respect of your Unmatured SAYE Options and will not receive the Acquisition Price.

3 What if I do nothing?

If you do not select one of the Choices above by the relevant deadlines and using the process that will be notified to you, your SAYE Options will lapse 20 calendar days after the date of the Scheme Court Hearing (or earlier under the SAYE Rules). You will be sent a form by MUFG which you will need to return to them to close your savings account and request that your savings are returned to you. Deductions from salary will continue until you either request the closure of your savings account and return of monies or you leave the Mitie Group.

4 How do I make my Choice?

You do not need to do anything now.

MUFG will write to you in due course with the process for selecting one of the Choices above, including when you can make your Choice and the deadline by which you must make it.

The window for making your Choice is expected to open once Mitie Shareholders approve the Scheme and will be open for several months. In any event, you will have at least three weeks to make your Choice before the Scheme Court Hearing takes place.

5 Recommendation

The Mitie Directors recommend that you exercise your Unmatured SAYE Options before they lapse, by selecting Choice A or Choice B. You should, however, consider your own personal circumstances, including your tax position, when deciding if and when to exercise your Unmatured SAYE Options when or after they have become exercisable.

The Mitie Directors, who have been so advised by Ardea Partners as to the financial terms of the proposals, consider the terms of the proposals described above to be fair and reasonable in the context of the Acquisition. In providing their advice to the Mitie Directors, Ardea Partners have taken into account the commercial assessments of the Mitie Directors. Ardea Partners are providing independent financial advice to the Mitie Directors for the purposes of Rule 15.2 of the Code.

Appendix C – Frequently Asked Questions

This Appendix C applies to both Matured SAYE Options and Unmatured SAYE Options.

- **What if the Acquisition is not sanctioned by the Court?**

  This letter assumes the Court will sanction the Scheme at the Scheme Court Hearing. If the Scheme Court Hearing does not take place, or the Court does not sanction the Scheme for any reason:

  (i) any Matured SAYE Options that you have not yet exercised will continue in the ordinary way under the SAYE Rules (including as to lapse); and

  (ii) any Unmatured SAYE Options will continue in the ordinary way under the SAYE Rules (including as to lapse) and will not become exercisable early as a result of the Acquisition.

- **What happens if I leave employment with the Mitie Group?**

  The leaver provisions in the SAYE Rules will apply to your SAYE Options in the usual way.

  This means that:

  (i) If you leave for a "good leaver" reason under the SAYE Rules (for example injury, disability, redundancy within the meaning of the Employment Rights Act 1996, retirement with the consent of your employer, or your employer ceasing to be under the control of Mitie), you can:

  a. exercise your SAYE Options for up to six months from the date you leave employment with the Mitie Group, using the savings you have accumulated at the date of exercise;

  b. arrange to continue saving until the end of your savings contract to receive any tax-free bonus (where applicable); or

  c. take out your savings and any interest (where applicable).

  (ii) If you leave for any other reason, your unexercised SAYE Options will lapse when you leave employment with the Mitie Group, but you can still:

  a. arrange to continue saving until the end of your savings contract to receive any tax-free bonus (where applicable); or

  b. take out your savings and any interest (where applicable).

  MUFG will send you a leaver letter outlining the choices available to you and the steps you need to take.

  For Unmatured SAYE Options, if you leave the Mitie Group before the Scheme Court Hearing your Unmatured SAYE Options may lapse before that date. In that case, any Choice A or Choice B instruction you have made will not take effect.

  Special rules apply on death.

- **Will I receive the FY26 Final Dividend?**

  No, the FY26 Final Dividend was declared with a record date of 17 July 2026, and so, in accordance with the normal SAYE rules, you would not receive any dividend with a record date before you exercised your SAYE options.

- **What if I am a PDMR or an insider?**

  If you are a Person Discharging Managerial Responsibilities ("**PDMR**") or otherwise named on a MAR regulatory project insider list and/or a non-regulatory project list, or if Mitie's Rules on Share Dealing apply to you, you must obtain permission before applying to exercise your SAYE Options. Requests for permission should be made via Insider Hub, and further detail will be provided to you in due course. Anyone to whom the above applies (whether a PDMR or otherwise on the insider list) will not be permitted to apply to exercise their SAYE Options during a closed period.

- **What happens to my SAYE Option if it has not matured when the Acquisition completes?**

  If the Scheme Court Hearing takes place before the end of your 3-year savings contract and the Court sanctions the Scheme, your Unmatured SAYE Options (that is, SAYE Options that are not already exercisable) will become exercisable early, but only to the extent of the savings you have accumulated at the date of exercise. They will be exercisable for 20 calendar days beginning on the date of the Scheme Court Hearing, unless they lapse earlier under the SAYE Rules.

  If you have not exercised your Unmatured SAYE Options by the end of that 20 calendar day period (or by any earlier lapse date under the SAYE Rules), they will lapse and you will need to request the return of your savings.

  Please see Appendix B for more detail.

- **What happens to SAYE Options maturing in 2027, 2028 or 2029?**

  If your SAYE Option is due to mature in 2027, 2028 or 2029 and has not yet matured by the date of the Scheme Court Hearing, it will be treated as an Unmatured SAYE Option, regardless of how close it is to its ordinary maturity date. See Appendix B and the FAQ above for how Unmatured SAYE Options will be treated.

- **Will I get my savings back or still be able to buy shares at the Option Price?**

  Yes – you will not simply lose your savings. If your SAYE Options are (or become) exercisable, you can choose either to use your accumulated savings to exercise your SAYE Options and buy Mitie Shares at the Option Price, or not to exercise and instead request the return of your savings (together with any applicable interest or bonus).

  You can request your savings back at any time, but doing so will cause your SAYE Options to lapse.

- **If I currently hold Unmatured SAYE Options, but these mature and become Matured SAYE Options prior to the Scheme Court Hearing, what does this mean?**

  If you currently hold Unmatured SAYE Options, Appendix B applies to those SAYE Options. If those SAYE Options then mature in the ordinary course (for example, SAYE Options granted under the 2023 scheme are due to mature on 1 February 2027), Appendix A will apply from the maturity date, as they will then be Matured SAYE Options.

  If you make an election in respect of an Unmatured SAYE Option that then matures before the Scheme Court Hearing, your election will remain in force unless you replace it with a different election.

- **What is the impact of the Acquisition on bonus and interest payments?**

If your SAYE Option has matured, you will still be entitled to the bonus payment. If you exercise early, or take your savings back early, you may be entitled to an interest payment (on a lower basis), depending on how long you have been saving.

- **What are the tax implications?**

  Normally, SAYE Options need to be held for three years for you to receive the full income tax benefits. However, if you exercise your SAYE Option within the deadline described in this letter, no income tax or National Insurance contributions should be due on that exercise.

  When you receive the Acquisition Price from OCS in respect of the Mitie Shares acquired on exercise of your SAYE Options, this should be treated for capital gains tax ("**CGT**") purposes as a disposal of those Mitie Shares. The amount subject to CGT is the amount by which the Acquisition Price exceeds the Option Price you paid. CGT should be charged on your total capital gains for the tax year (less allowable losses) to the extent they exceed your CGT annual exemption. If your total capital gains are likely to exceed your annual exemption, you are strongly encouraged to take your own independent tax advice.

  Please note that special rules on calculating CGT gains apply where you hold other Mitie Shares, whether or not from the Mitie share plans, or you buy and sell portions of shareholdings at different times.

  The above assumes you are subject to tax only in the UK at all relevant times.

  Important: Tax law can and does change, and you should not assume that the current tax treatment will continue. The information above is based on our current understanding of the transaction and applicable tax rules, which may change. The final tax treatment will depend on your individual circumstances, and if you are in any doubt you are recommended to take independent tax advice.

- **Will contributions continue or stop automatically?**

  Your monthly savings deductions will continue in the ordinary course, including where you have already selected Choice A ahead of the Scheme Court Hearing, until either (i) your SAYE Options are exercised, (ii) you request the return of your savings, or (iii) you have made all 36 payments and reach the end of the savings period or (iv) you leave the Mitie Group. Deductions will stop once one of those events occurs.

- **Can I top up my contributions to reach the full maturity value?**

  No. The SAYE operates on fixed monthly contributions. You cannot make additional or lump-sum top-up payments to increase your accumulated savings above the amount that will build up through your regular monthly savings.

- **Will I receive a pro-rated entitlement?**

  There is no separate pro-rating mechanism under the SAYE Rules. However, because you can only buy Mitie Shares with the savings you have actually accumulated at the date of exercise, the number of Mitie Shares you can acquire will naturally reflect how much you have saved – so if the Scheme Court Hearing takes place before the end of your 3-year savings contract, you will typically be able to buy fewer Mitie Shares than you would at ordinary maturity.

Appendix D – Glossary

"**Ardea Partners**" means Ardea Partners International LLP;

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which banks are open for business in the City of London and in Edinburgh;

"**Code**" means the City Code on Takeovers and Mergers;

"**Companies Act**" means the Companies Act 2006, as amended from time to time;

"**Conditions**" means the conditions to the implementation of the Acquisition (including the Scheme) as set out in the Scheme Document;

"**Court**" means the Court of Session in Edinburgh at Parliament House, Parliament Square, Edinburgh EH1 1RQ;

"**Mitie Directors**" means the board of directors of Mitie;

"**Mitie Group**" means Mitie and its subsidiary undertakings and, where the context permits, each of them;

"**Mitie Shareholders**" means holders of Mitie Shares from time to time;

"**Mitie Shares**" means the ordinary shares of 2.5 pence each in the capital of Mitie;

"**OCS**" means OCS Group International Limited, a company incorporated in England and Wales and an indirect wholly-owned subsidiary of OCS Group Topco Limited;

"**OCS Directors**" means the board of directors of OCS, or, where the context so requires, the directors of OCS from time to time;

"**OCS Group**" means OCS, OCS Group Topco Limited and its subsidiary undertakings and their respective subsidiary undertakings and, where the context permits, each of them;

"**Option Price**" means the price per Mitie Share at which a participant can buy Mitie Shares pursuant to a Matured SAYE Option or Unmatured SAYE Option (as applicable);

"**SAYE Rules**" means the rules of the SAYE;

"**Scheme**" means the proposed Scottish scheme of arrangement under Part 26 of the Companies Act between Mitie and the Mitie Shareholders, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Mitie and OCS, as set out in the Scheme Document;

"**Scheme Court Hearing**" means the hearing by the Court to consider the sanction of the Scheme under Part 26 of the Companies Act;

"**Scheme Court Order**" means the order of the Court sanctioning the Scheme under section 899 of the Companies Act;

"**Scheme Document**" means the document to be sent to Mitie Shareholders containing, amongst other things, the Scheme and the notices convening the Court Meeting and the General Meeting; and

"**Scheme Record Time**" means 6.30 p.m. on the date falling two Business Days after the date on which the Scheme Court Order is made.

Notes

The release, publication or distribution of this letter (in whole or in part) in, into or from jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this letter comes should inform themselves about, and observe, such restrictions. Any failure to comply with these restrictions may constitute a violation of the applicable laws of any such jurisdiction.

This letter is not intended to and does not constitute or form part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of any securities or the solicitation of an offer to buy any securities pursuant to this letter or otherwise.

The Mitie Directors, whose names are set out in the Scheme Document, accept responsibility for the information contained in this letter (including expressions of opinion) other than information for which responsibility is taken by the OCS Directors. To the best of the knowledge and belief of the Mitie Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this letter (including any expressions of opinion) for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The OCS Directors, whose names are set out in the Scheme Document, accept responsibility for the information contained in this letter (including any expressions of opinion) relating to OCS, the OCS Group, the OCS Directors and their respective close relatives, related trusts and companies and other persons connected with them (and persons acting in concert with OCS (as such term is used in the Code). To the best of the knowledge and belief of the OCS Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this letter (including any expressions of opinion) for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

Ardea Partners, which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting exclusively for Mitie and no one else in connection with the matters referred to in this letter and will not be responsible to anyone other than Mitie for providing the protections afforded to clients of Ardea Partners, or for providing advice in connection with the matters referred to in this letter.

Ardea Partners has given, and has not withdrawn its written consent to the inclusion herein of the references to its name in the form and context in which such references appear.

Accidental omission to despatch this letter to, or any failure to receive the same by, any person to whom the proposal set out in this letter is made or should be made, shall not invalidate the proposal in any way.