DEED OF IRREVOCABLE UNDERTAKING (DIRECTOR)

From: Phillip Bentley

To: OCS Group International Limited (the "**Bidder**")

21 July 2026

Acquisition of Mitie Group plc (the "Company")

I understand that the Bidder intends to acquire all of the issued and to be issued ordinary share capital of the Company pursuant to the Scheme or the Offer (as defined in paragraph 5 below) and any related arrangements. This undertaking sets out the terms and conditions on which I will vote in favour of the Scheme and/or accept the Offer (as applicable).

1 SHAREHOLDINGS

I warrant to the Bidder that:

(a) I am the beneficial owner of (or, other than the SIP Shares am otherwise able to control the exercise of all rights attaching to, including voting rights and the ability to procure the transfer of) the Ordinary Shares set out in the table at Part A in Appendix 1 to this undertaking (the "**Existing Shares**", and, together with any Ordinary Shares issued after the date hereof and attributable to or derived from such shares the "**Company Shares**") and I hold the beneficial interest in the Existing Shares free of any encumbrances or third party rights of any kind whatsoever;

(b) I am:

(i) the registered holder of the Existing Shares; or

(ii) entitled to cause the voting rights attaching to the Existing Shares to be exercised by the registered holder of the Existing Shares in such manner as I may direct, to procure acceptance of the Offer (as defined in paragraph 5 below) in relation to the Existing Shares and otherwise to cause the registered holder of the Existing Shares to comply with the obligations in relation to the Existing Shares set out in this undertaking;

(c) I am able to transfer, or procure the transfer of, the Existing Shares free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights or interests of any nature;

(d) the table at Part B in Appendix 1 to this undertaking contains, as at the date of this undertaking, complete and accurate details of all options and awards I have (if any) to subscribe for, purchase or otherwise acquire any shares of the Company under the Share Plans (the "**Existing Awards**" and, together with any further options or awards to subscribe for, purchase or otherwise acquire any shares of the Company that I am granted or otherwise acquire in future, the "**Awards**"), the Awards are still subsisting and I am beneficially entitled to the Awards;

(e) other than as set out in Appendix 1 to this undertaking, I do not have any interest (as defined in the Code) in any securities of the Company, or any options, warrants or other rights to subscribe for, purchase or otherwise acquire any such securities, or any short positions (within the meaning set out in the Code) in any such securities of the Company; and

(f) I have, and will, at all times, continue to have full power and authority to enter into this undertaking and to perform my obligations under this undertaking in accordance with its terms.

2 DEALINGS AND UNDERTAKINGS

2.1 I undertake to the Bidder that until the earlier of the Scheme becoming Effective (or, if applicable, the Offer becoming or being declared unconditional) and this undertaking lapsing in accordance with paragraph 7 below, I shall:

(a) not sell, transfer, charge, encumber, pledge, grant any option or lien over or otherwise dispose of or deal in, or permit the sale, transfer, charging, encumbering, granting of any option or lien over or other disposal of or dealing in, any interest in any Company Shares, SIP Shares, or any other shares in the Company issued or unconditionally allotted to, or otherwise acquired by, me or on my behalf (including as a result of any grant, exercise, vesting, settlement and/or release of the Awards, or as a result of the transfer of any SIP Shares out of the SIP Trust) before then (in any case, "**Further Company Shares**"), other than pursuant to the Scheme or my acceptance of the Offer (if relevant) or pursuant to the grant, exercise, vesting, settlement and/or release of the Awards in accordance with their terms and/or under an existing dividend reinvestment plan or the SIP;

(b) not accept, in respect of the Company Shares or any Further Company Shares, any offer or other transaction made in competition with, or which might otherwise frustrate, the Acquisition (as defined in paragraph 5 of this undertaking)

(c) not exercise any voting rights attaching to the Company Shares and/or any Further Company Shares on any resolution which is proposed at any general meeting of the Company or any meeting convened by the Court (as defined in the Rule 2.7 Announcement) which:

(i) would or would reasonably be expected to have any impact on the fulfilment of any condition to the Acquisition;

(ii) would or would reasonably be expected to restrict, delay, impede, preclude or frustrate the Acquisition in any way (which shall include any resolution to approve a scheme of arrangement relating to the acquisition of any shares in the Company by any person other than the Bidder or its affiliates, or any other transaction or other corporate action which is proposed in competition with the Acquisition); or

(iii) relates to the approval of any matter for the purposes of Rule 21.1 of the Code,

in each case, except in accordance with the Bidder's instructions;

(d) not convene, requisition or join in the requisition of any general or class meeting of the Company shareholders for the purpose of considering any resolution referred to in paragraph 2.1(b) except in accordance with the Bidder's instructions; and

(e) not (other than pursuant to the Acquisition) enter into any agreement or arrangement, incur any obligation or give any indication of intent:

(i) to do any of the acts referred to in paragraphs 2.1(a) to (d) (inclusive); or

(ii) which, in relation to the Company Shares or any Further Company Shares, would or might restrict, delay, impede, preclude or frustrate:

(A) the Acquisition becoming effective (if by way of Scheme) or unconditional (if by way of an Offer); or

(B) me accepting the Offer or procuring the acceptance of the Offer or voting in favour of the Scheme (as applicable) or otherwise complying with my obligations in this undertaking,

and references in this paragraph 2.1(e) to any agreement, arrangement, obligation or indication of intent includes any agreement, arrangement, obligation or indication of intent whether or not legally binding or subject to any condition or which is to take effect if the Scheme or the Offer (as the case may be) lapses or is withdrawn or if this undertaking ceases to be binding or following any other event.

2.2 I further undertake until the earlier of:

(a) this undertaking lapsing in accordance with paragraph 7 below; and

(b) either the Offer becoming or being declared unconditional or the Scheme being approved by the Court,

not to acquire any interests (as defined in the Code) or otherwise deal or undertake any dealing (as defined in the Code) in any relevant securities (as defined in the Code) of the Company except by the grant, exercise, vesting, settlement and/or release of the Awards in accordance with their terms and/or acquisition under an existing dividend reinvestment plan or the SIP, unless the Panel determines, and confirms to the Bidder, that, in respect of such acquisition or dealing, (i) I am not acting in concert with the Bidder pursuant to Note 9 on the definition of "acting in concert" set out in the Code; and (ii) such acquisition or other dealing would not result in the Bidder, or any person acting in concert with the Bidder, being required to make a mandatory offer for the Company under Rule 9 of the Code, and I undertake to notify the Bidder promptly of any such acquisition or dealing.

2.3 I undertake to cause the registered holder of the Company Shares and/or any Further Company Shares to comply with the undertakings in paragraphs 2.1 and 2.2 above in respect of such Company Shares and/or Further Company Shares (as applicable) as if such undertakings had been given by the relevant registered holder in respect of such Company Shares and/or Further Company Shares (as applicable).

2.4 Notwithstanding the provisions of paragraphs 2.1 and 2.2 above, I shall be permitted to transfer some or all of my Company Shares or interest in such Company Shares or some or all of my SIP Shares, which following such transfer will become Company Shares (in one or more transactions) (such shares being "**Transferred Shares**") to one or more of my connected persons provided that:

(a) such transfer is undertaken as part of my bona fide tax planning;

(b) I notify the Bidder as soon as reasonably practicable (and no less than five Business Days) before such transfer; and

(c) on the date of such transfer I shall procure that the transferee or beneficiary of such Transferred Shares signs and delivers to the Bidder irrevocable undertakings in respect of such Transferred Shares on the same terms as set out in this undertaking (save if such transferee has already signed and delivered to the Bidder an irrevocable undertaking on terms which extend to such Transferred Shares).

2.5 The provisions of paragraphs 2.1 and 2.2 above shall not restrict me from:

(a) exercising any options under any Share Plan;

(b) acquiring further options, awards, shares or SIP Shares under the Share Plans or the SIP; or

(c) selling such number of Company Shares, SIP Shares or Further Company Shares as may be required to cover my liability for: (i) income tax and employee social security contributions (or equivalent under applicable law); (ii) if required, any exercise price payable; and (iii) any associated dealing costs or fees,

each in respect of the grant or exercise of any such options, grant or vesting of any such awards, or acquisition or release of any such Company Shares, SIP Shares or Further Company Shares, in each case following the Court Meeting and the General Meeting but prior to the Scheme Record Time (as defined in the Scheme).

2.6 Subject to any dealing restriction preventing me from doing so, I shall accept a proposal made by or on behalf of the Bidder to holders of options and awards over Company Shares in compliance with Rule 15 of the Code (a "**Relevant Proposal**") in respect of all such Awards held by me not later than seven days after the Bidder sends such proposals to the holders of options and awards, or otherwise ensure that any Company Shares arising on the exercise of options or vesting of awards prior to the Scheme Record Time (as defined in the Scheme) participate in the Scheme, provided that the Relevant Proposal is consistent with the terms of the co-operation agreement entered into between the Bidder and the Company on or around the date of this deed (the "**Co-Operation Agreement**"), or is otherwise stated, in the opinion of the Bidder's Financial Adviser, to be fair and reasonable and which the directors of the Company recommend (provided always that any revision to the terms of the Co-Operation Agreement which relate to the Relevant Proposal does not result in a detriment to me as a holder of any such options and/or awards over shares).

3 UNDERTAKING TO VOTE IN FAVOUR OF THE SCHEME AND/OR TO ACCEPT THE OFFER

I undertake that, until this undertaking lapses in accordance with paragraph 7 below:

(a) if the Bidder elects to implement the Acquisition by way of the Scheme and the Scheme Document is sent to Company shareholders and unless the Bidder otherwise requests me in writing in advance:

(i) I shall exercise or procure the exercise of all voting rights (whether on a show of hands or on a poll and whether in person or by proxy) attaching to the Company Shares and any Further Company Shares to vote in favour of all resolutions (whether or not amended) to approve the Scheme and/or the Acquisition and any related matters proposed at any general or class meeting ("**General Meeting**") of the Company and any meeting of the Company's shareholders ("**Court Meeting**") to be convened by the Court (as defined in the Rule 2.7 Announcement) or at any adjournment of any such meeting and against any resolution or proposal to adjourn any such meetings;

(ii) I shall, after the despatch of the Scheme Document to the Company's shareholders (and without prejudice to my right to attend and vote in person at the Court Meeting and the General Meeting), take or procure the taking of such action as may be required in order to validly return or procure the valid return of the signed forms of proxy enclosed with the Scheme Document to vote in favour of all the resolutions to approve the Scheme and/or the Acquisition in accordance with the instructions printed on the forms of proxy as soon as possible and in any event not later than five Business Days prior to the deadline for receipt of valid proxy appointments for the Court Meeting;

(iii) I shall not revoke, replace or withdraw the terms of any proxy appointment submitted in accordance with paragraph 3(a)(ii); and

(iv) I shall cause the registered holder of Company Shares and/or Further Company Shares to comply with the undertakings in paragraphs 3(a)(i) to 3(a)(iii) in respect of such Company Shares and/or Further Company Shares (as applicable) as if such undertakings had been given by the relevant registered holder in respect of such Company Shares and/or Further Company Shares (as applicable); and

(b) if the Bidder elects to implement the Acquisition by way of the Offer and the Offer is made and unless the Bidder otherwise requests me in writing in advance:

(i) I shall accept, or procure the acceptance of, the Offer in respect of the Company Shares in accordance with the procedure for acceptance set out in the Offer Document by no later than 10 Business Days after the date of the Offer Document and shall accept, or procure the acceptance of, the Offer in respect of any Further Company Shares in accordance with the same procedure not later than five Business Days after the date upon which I acquire an interest in, or become otherwise able to control the exercise of the rights attaching to, such Further Company Shares (or, if later, by no later than 10 Business Days after the date of the Offer Document) and shall take any action as may be required by the Bidder to facilitate the valid acceptance of the Offer in respect of the Company Shares and any Further Company Shares;

(ii) notwithstanding that the terms of the Offer will confer rights of withdrawal on accepting shareholders, I shall not amend, withdraw or revoke, or procure the amendment, withdrawal or revocation of, any acceptances of the Offer Company Shares and/or any Further Company Shares;

(iii) I shall exercise or procure the exercise of all voting rights attaching to the Company Shares and any Further Company Shares to vote in favour of all resolutions to approve the Acquisition and any related matters proposed at any General Meeting to be convened and held in connection with the Offer and/or the Acquisition, or at any adjournment of any such meeting and, against any resolution or proposal to adjourn any such meetings;

(iv) I shall take or procure the taking of such action as may be required in order to validly return or procure the valid return of the signed forms of proxy enclosed with the Offer Document in accordance with the instructions printed on the forms of proxy to vote in favour of all resolutions to approve the Acquisition and any related items as soon as possible and in any event not later than five Business Days prior to the deadline for receipt of valid proxy appointments for the relevant meeting;

(v) I shall not revoke, replace or withdraw the terms of any proxy appointment submitted in accordance with paragraph 3(b)(iv);

(vi) I shall exercise the voting rights attached to the Company Shares and/or Further Company Shares against any resolution which (i) might prevent implementation of the Offer; or (ii) purports to approve or give effect to a proposal by a person other than the Bidder to acquire any Ordinary Shares (whether by way of scheme or arrangement or otherwise) or of all or substantially all of the assets or undertaking of the Company; and

(vii) I shall cause the registered holder of Company Shares and/or Further Company Shares to comply with the undertakings in paragraphs 3(b)(i) to 3(b)(vi) in respect of such Company Shares and/or Further Company Shares (as applicable) as if such undertakings had been given by the relevant registered holder in respect of such Company Shares and/or Further Company Shares (as applicable).

4 DOCUMENTATION AND INFORMATION

4.1 I consent to:

(a) a copy of this undertaking being disclosed to the Panel;

(b) the inclusion of references to me and the registered holder of any Company Shares and/or Further Company Shares, and particulars of this undertaking and my holdings of, interests in, rights to subscribe for and short positions in relevant securities of the Company being included in the Rule 2.7 Announcement and the Offer Document or Scheme Document (as appropriate), and any other announcement made, document issued, by or on behalf of the Bidder in connection with the Acquisition as may be required under the Code; and

(c) this undertaking being published on a website as required by Rule 26.2 and Note 4 on Rule 21.2 of the Code.

4.2 I undertake to supply promptly all information, including details of my interests and dealings in securities of the Company and those of any connected persons, as may be required by the Code or the Panel for the Offer Document or Scheme Document (as appropriate) and as the Bidder may reasonably require to comply with any relevant legal or regulatory requirements, and will promptly notify the Bidder in writing upon becoming aware of any changes in such information.

4.3 I understand that the information provided to me in connection with the Acquisition is given to me in confidence and must be kept confidential, except as required by applicable law, until such time as the Rule 2.7 Announcement is released or the information has otherwise become generally or publicly available. If and to the extent such information is inside information for the purposes of the Criminal Justice Act 1993 or the Market Abuse Regulation (EU) No 596/2014 (as it forms part of assimilated law as defined in the EU (Withdrawal) Act 2018 in the United Kingdom), I shall comply with the applicable restrictions in such enactments on dealing in securities and disclosing inside information.

5 INTERPRETATION

In this undertaking:

(a) references to Business Days means a day, other than a Saturday, Sunday or public holiday, when banks are open for business in London;

(b) references to an offer (within the meaning of the Code) exclude a partial offer;

(c) "**Acquisition**" means the proposed acquisition by the Bidder of all the issued and to be issued Ordinary Shares pursuant to the Offer or the Scheme and any related arrangements;

(d) "**Awards**" has the meaning given in paragraph 1(d);

(e) "**Bidder's Financial Adviser**" means Lazard & Co., Limited;

(f) "**Code**" means the City Code on Takeovers and Mergers;

(g) "**Company Shares**" has the meaning given in paragraph 1(a);

(h) "**Co-Operation Agreement**" has the meaning given in paragraph 2.6;

(i) "**Court**" means the Court of Session in Scotland;

(j) "**Court Meeting**" has the meaning given in paragraph 3(a)(i);

(k) "**Existing Shares**" has the meaning given in paragraph 1(a);

(l) "**Further Company Shares**" has the meaning given in paragraph 2.1(a);

(m) "**General Meeting**" has the meaning given in paragraph 3(a)(i);

(n) "**Offer**" means any takeover offer (as defined in section 974 of the Companies Act, (including any new, increased, renewed or revised takeover offer, the terms of which are at least as favourable for Company shareholders as the original offer)) to be made by or on behalf of the Bidder to acquire the entire issued and to be issued ordinary share capital of the Company other than that already owned by, or contracted to be acquired by, the Bidder and its associates (as defined in section 988 Companies Act 2006) substantially on the terms and subject to the conditions contemplated by the Rule 2.7 Announcement, together with such amendments or additions to such terms and conditions as may be required by the Code, the Panel or any applicable law or regulation;

(o) "**Offer Document**" means any offer document published in connection with the Acquisition;

(p) "**Ordinary Share**" means an ordinary share of £0.025 in the capital of the Company;

(q) "**Panel**" means the Panel on Takeovers and Mergers;

(r) "**Relevant Proposal**" has the meaning given in paragraph 2.6;

(s) "**Rule 2.7 Announcement**" means a Rule 2.7 Announcement in the form attached to this undertaking announcing the Acquisition, subject to such modifications and amendments as do not adversely affect the terms and conditions of the Acquisition as they relate to me, in my capacity as set out in paragraph 1(a) above, as may be required by the Code, the Panel or any applicable law or regulation or agreed between the Bidder and the directors of the Company;

(t) "**Scheme**" means any scheme of arrangement of the Company under section 895 Companies Act 2006 (including any new, increased, renewed or revised scheme of arrangement, the terms of which are at least as favourable for Company shareholders as those set out in the Rule 2.7 Announcement) for the acquisition by the Bidder of the entire issued and to be issued share capital of the Company (other than that already owned by, or contracted to be acquired by, the Bidder or any member of the Bidder's group), substantially on the terms and subject to the conditions set out or referred to in the Rule 2.7 Announcement, together with such amendments or additions to such terms and conditions as may be required by the Code, the Panel or any applicable law or regulation;

(u) "**Scheme Document**" means the formal document containing the notice of the Court Meeting and the General Meeting;

(v) "**Share Plans**" means, collectively, the Mitie Long Term Incentive Plan 2015, the Mitie Deferred Bonus Plan and the Mitie Enhanced Delivery Plan, each as amended from time to time;

(w) "**SIP**" means the Mitie share incentive plan;

(x) "**SIP Shares**" means shares in the Company held on my behalf in the SIP Trust from time to time pursuant to the terms of the SIP; and

(y) "**SIP Trust**" means the trust of the SIP.

6 TIME OF THE ESSENCE

Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

7 LAPSE OF UNDERTAKING

7.1 This undertaking is irrevocable, but shall lapse and my obligations under this undertaking will cease to have effect:

(a) if the Rule 2.7 Announcement is not released by 5 p.m. (London time) on 21 July 2026 (or such later date as the Company and the Bidder may agree);

(b) if the Bidder announces, with the consent of the Panel, and before the Scheme Document is published, that it does not intend to proceed with the Acquisition and no new, revised or replacement Scheme is announced by the Bidder in accordance with Rule 2.7 of the Code;

(c) if the Scheme Document or Offer Document (as the case may be) has not been posted within 28 days of the issue of the Rule 2.7 Announcement (or within such longer period as the Bidder, with the consent of the Panel, may determine), provided that if the Acquisition was initially being implemented by way of a Scheme, and the Bidder elects to exercise its right to implement the Acquisition by way of an Offer or vice versa, the time period in this paragraph (c) shall be extended to refer to within 28 days of the issue of the press announcement announcing the change in structure (or such other date for the posting of the Offer Document or Scheme Document (as applicable) as the Panel may require);

(d) if the Acquisition does not become effective or unconditional (as applicable) on or before the Long Stop Date (as defined in the Rule 2.7 Announcement, or such later time or date as agreed between the Company and the Bidder, with the approval of the Panel if required);

(e) if the Offer or the Scheme lapses or is withdrawn (which, for the avoidance of doubt, shall not include any suspension of the timetable applicable to any Scheme or Offer) and the Bidder announces that it does not intend to proceed with the Acquisition;

(f) if the Offer or the Scheme lapses or is withdrawn (which, for the avoidance of doubt, shall not include any suspension of the timetable applicable to any Scheme or Offer) and no new, revised or replacement Scheme or Offer has been announced by the Bidder, in accordance with the Code, within 10 Business Days of such lapsing or withdrawal; or

(g) if (i) any other scheme of arrangement under Part 26 or Part 26A of the Companies Act 2006 in respect of the Company becomes effective in accordance with its terms; or (ii) any other offer (within the meaning of the Code) for the Company becomes or is declared unconditional.

7.2 For the avoidance of doubt, nothing in this undertaking shall oblige the Bidder to announce or effect the Acquisition.

7.3 On termination of this undertaking I shall have no claim against the Bidder and the Bidder shall have no claim against me, save in respect of any prior breach of this undertaking.

8 SCOPE OF UNDERTAKING

(a) I confirm that I have been given an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice.

(b) This undertaking contains the whole agreement between the Bidder and me relating to the subject matter of this undertaking at the date hereof to the exclusion of any terms implied by law which may be excluded by contract. I acknowledge that I have not been induced to sign this undertaking by any representation, warranty or undertaking not expressly incorporated into it.

(c) Nothing in this undertaking shall constitute an obligation for me, in my capacity as a director of the Company, to take any action which is not permitted by Practice Statement No 29 issued by the Panel with respect to Rule 21.2 of the Code. The Bidder recognises that in my capacity as a director of the Company I owe fiduciary duties to the Company and I have duties under the Code (together, the "**Legal Duties**") and accordingly nothing in this undertaking will require or oblige me to do or refrain from doing any act or thing which would have the effect of contravening those Legal Duties.

(d) The invalidity, illegality or unenforceability of any provision of this undertaking shall not affect the continuation in force of the remainder of this undertaking.

9 SPECIFIC PERFORMANCE

I agree that, if I fail to comply with any of my obligations under this undertaking, damages may not be an adequate remedy and accordingly the Bidder shall be entitled to seek the remedies of specific performance, injunction or other equitable relief for any threatened or actual breach of such obligations, and no proof of special damages shall be necessary for the enforcement by the Bidder of its rights.

10 POWER OF ATTORNEY

(a) If I have not executed the relevant forms of proxy or forms of acceptance within the time periods set out in paragraphs 3(a)(ii) and 3(b)(iv) above (as applicable), I irrevocably and by way of security for any undertakings under paragraph 2 or 3 above appoint (and, where applicable, shall procure that the registered holder of the Company Shares and/or Further Company Shares shall irrevocably appoint) each of the Bidder and any director of the Bidder severally to be my attorney and to execute on my behalf proxy forms for any Court Meeting or General Meeting or forms of acceptance to be issued in connection with any Offer in respect of the Company Shares or Further Company Shares (as applicable) and to sign, execute and deliver any documents and to provide instructions and do all acts and things as may be necessary for or incidental to the performance of any obligations under paragraph 2 or 3 above.

(b) I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 until this undertaking lapses or (if earlier) the Acquisition becomes effective.

11 PERSONAL REPRESENTATIVES

This undertaking shall bind my estate and my personal representatives.

12 NO THIRD PARTY RIGHTS

No term of this undertaking is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than a person to whom it is addressed.

13 GOVERNING LAW AND JURISDICTION

This undertaking and any non-contractual obligations arising out of or in connection with this undertaking shall be governed by, and interpreted in accordance with, English law. The English courts shall have exclusive jurisdiction in relation to all disputes (including claims for set-off and counterclaims) arising out of or in connection with this undertaking including, without limitation disputes arising out of or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this undertaking; and (ii) any non-contractual obligations arising out of or in connection with this undertaking. For such purposes each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.

IN WITNESS whereof this undertaking has been executed and delivered as a deed on the date first mentioned above.

SIGNED and **DELIVERED** as a **DEED** by Name: Phillip Bentley	)))	[redacted] ______________

in the presence of:

[redacted] __________
Witness signature

[redacted] ______________
Witness name

[redacted] _________
Witness occupation

Appendix 1
Shares to which this undertaking relates

PART A

Number of Company Shares	Beneficial owner and address*
13,605,747 (includes 13,423 held in SIP Trust)	Phillip Bentley Level 12, The Shard, 32 London Bridge Street, London, England, SE1 9SG

*Include details of all shares held beneficially by the director (where legal/registered title is held by a trustee or nominee (including SIP Shares or "vested share account" shares)) and any shares held by close relatives or related trusts. Where more than one, indicate number of shares attributable to each.

PART B

Number of Ordinary Shares subject to Award	Share Plan	Grant date
2,683,264	LTIP 21	24/09/2021
3,266,787	LTIP 22	17/06/2022
2,169,345	LTIP 23	29/06/2023
5,162,523	LTIP 24	30/07/2024
8,806,611	EDP 21	27/07/2021
514,357	Deferred Bonus 25	19/06/2025
175,434	Deferred Bonus 26	12/06/2026

Attachment
Rule 2.7 Announcement

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OR REGULATIONS OF SUCH JURISDICTION

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION

FOR IMMEDIATE RELEASE

21 July 2026

RECOMMENDED CASH ACQUISITION

of

MITIE GROUP PLC ("Mitie")

by

OCS GROUP INTERNATIONAL LIMITED ("OCS")

(an indirect wholly-owned subsidiary of OCS Group Topco Limited ("OCS Topco"))

to be effected by means of a Scheme of Arrangement

under Part 26 of the Companies Act 2006

Summary and highlights

- The boards of directors of OCS and Mitie are pleased to announce that they have reached agreement on the terms of a recommended cash acquisition pursuant to which OCS will acquire the entire issued and to be issued share capital of Mitie (the "**Acquisition**"). The Acquisition is intended to be effected by means of a Scottish scheme of arrangement under Part 26 of the Companies Act.

- Under the terms of the Acquisition, each Mitie Shareholder will be entitled to receive:

  for each Mitie Share held: up to 221.6 pence in cash (the "Acquisition Value")

  comprised of:

  - cash consideration of 218.5 pence per Mitie Share (the "**Acquisition Price**"); and
  - the final dividend of up to 3.1 pence per Mitie Share in respect of the financial year ended 31 March 2026 (the "**Final Dividend**"), which Mitie Shareholders may receive and retain if declared and subsequently approved at the Mitie AGM without any reduction to the Acquisition Price.

- The Acquisition Price represents a premium of approximately:

  - 44.7 per cent. to the Closing Price per Mitie Share of 151.0 pence on 20 July 2026 (being the last Business Day prior to the date of this Announcement);
  - 37.2 per cent. to the three-month volume weighted average price of 159.3 pence per Mitie Share to 20 July 2026 (being the last Business Day prior to the date of this Announcement);

- 32.5 per cent. to the six-month volume weighted average price of 164.9 pence per Mitie Share to 20 July 2026 (being the last Business Day prior to the date of this Announcement); and
- 17.7 per cent. to the all-time high closing Mitie Share price of 185.7 pence per Mitie Share as at 14 April 2026.

- If the Final Dividend is declared and paid in full, the Acquisition values the entire issued and to be issued share capital of Mitie at approximately £3.1 billion on a fully diluted basis and the Acquisition Value represents a premium of approximately:
    - 46.8 per cent. to the Closing Price per Mitie Share of 151.0 pence on 20 July 2026 (being the last Business Day prior to the date of this Announcement);
    - 39.2 per cent. to the three-month volume weighted average price of 159.3 pence per Mitie Share to 20 July 2026 (being the last Business Day prior to the date of this Announcement);
    - 34.4 per cent. to the six-month volume weighted average price of 164.9 pence per Mitie Share to 20 July 2026 (being the last Business Day prior to the date of this Announcement); and
    - 19.3 per cent. to the all-time high closing Mitie Share price of 185.7 pence per Mitie Share as at 14 April 2026.

Key highlights

- **Building a stronger UK-headquartered business**: The Acquisition brings together two UK-headquartered businesses with complementary strengths, a shared British heritage and an entrepreneurial spirit to create an Enlarged Group with combined revenues of approximately £8.5 billion for the calendar year ended 31 December 2025 and enhanced sector breadth and geographic reach. The Enlarged Group would be better placed to serve and safeguard some of the UK's most complex and critical built environments across government, defence, healthcare, national infrastructure and commercial markets.
- **Better outcomes for customers**: Customers are facing rising regulatory and compliance requirements and growing pressure to improve performance. With complementary capabilities, broader sector expertise and an expanded geographic footprint, the Enlarged Group would be better positioned to support existing and new customers, delivering the performance they expect across a broader range of sectors and locations.
- **Better opportunities for colleagues**: The Enlarged Group would be one of the UK's largest private sector employers, giving colleagues broader routes to learn, develop and build longer-term careers – from entry-level roles through to skilled, specialist and leadership positions. The Enlarged Group would allow further investment in training, apprenticeships and development, extending OCS's strong record of creating routes into work and supporting social mobility.
- **More capacity for investment in technology and operations**: Both businesses recognise the role that technology-enabled solutions, including data and artificial intelligence, play in front-line service delivery and operational excellence. The Enlarged Group would provide a stronger platform for continued investment in data and technology-enabled solutions. Bringing together the best of both organisations would also support greater operational consistency by

adopting the most effective systems and processes across the two businesses, driving operational excellence in front-line service delivery.

- **Delivering on the ambition to be the best facilities services partner**: The Acquisition is consistent with OCS's vision and mission to become the best facilities services partner in the industry, making people and places the best they can be. Backed by deeper expertise and a proven track record of integrating businesses such as EMCOR (UK) and FES, the Enlarged Group would be well placed to continue investing in customers, colleagues and operational excellence while delivering resilient, high-quality services across the markets and sectors it serves.

- **Greater opportunities for international expansion**: Mitie and OCS operate alongside a number of larger international competitors and, through the combination, the Enlarged Group will be better placed to expand its geographic reach drawing on its sector expertise, technical know-how and customer relationships.

Mitie recommendation

- The Mitie Directors, who have been so advised by Ardea Partners and Peel Hunt as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing advice to the Mitie Directors, Ardea Partners and Peel Hunt have taken into account the commercial assessments of the Mitie Directors. Ardea Partners is providing independent financial advice to the Mitie Directors for the purposes of Rule 3 of the Code.

- Accordingly, the Mitie Directors unanimously intend to recommend that Mitie Shareholders vote in favour of the Scheme at the Court Meeting and the resolutions to be proposed at the General Meeting, as the Mitie Directors have irrevocably undertaken to do (or procure to be done) in respect of their own beneficial holdings of Mitie Shares.

Irrevocable undertakings

- OCS has received irrevocable undertakings from each of the Mitie Directors that hold Mitie Shares to vote, or procure that their nominees vote, in favour of the Scheme at the Court Meeting and the resolutions to be proposed at the General Meeting in respect of their own beneficial holdings amounting in aggregate to 15,068,181 Mitie Shares and representing approximately 1.2 per cent. of the issued share capital of Mitie (excluding any Mitie Shares held in treasury) as at 20 July 2026 (being the last Business Day prior to the date of this Announcement).

- OCS has received a commitment in respect of Oasis Management Company Ltd's interests in cash-settled total return swaps in respect of 129,413,285 Mitie Shares, constituting approximately 9.9 per cent. of the existing issued share capital of Mitie (excluding any Mitie Shares held in treasury) as at 20 July 2026 (being the last Business Day prior to the date of this Announcement) that, in the event that Oasis Management Company Ltd acquires any of such underlying Mitie Shares (whether in connection with the settlement of such swaps or otherwise), such underlying Mitie Shares would become subject to the irrevocable undertaking given by Oasis Management Company Ltd to vote in favour of the Scheme at the Court Meeting and the resolutions to be proposed at the General Meeting. These cash-settled total return swaps do not confer an entitlement to exercise the voting rights attaching to the underlying Mitie Shares.

Structure, Conditions and Timetable

- It is intended that the Acquisition will be implemented by way of a Scottish Court-sanctioned scheme of arrangement under Part 26 of the Companies Act (although OCS reserves the right to effect the Acquisition by way of a Takeover Offer, subject to the consent of the Panel and the terms of the Co-operation Agreement). The Conditions to the Acquisition (in particular the Material Regulatory Conditions highlighted in paragraph 7) are set out in full in Appendix I to this Announcement.
- The Scheme Document, containing further information about the Acquisition and notices of the Court Meeting and the General Meeting, together with an indicative timetable for implementation of the Scheme, will be published as soon as reasonably practicable and, in any event, within 28 days of this Announcement (or such later date as may be agreed with the Panel).
- Completion will be conditional, amongst other things, on the following matters:
  - the approval of the Scheme by a majority in number of the Mitie Shareholders who are present and vote at the Court Meeting, either in person or by proxy, representing at least 75 per cent. in value of the Mitie Shares voted;
  - the approval by Mitie Shareholders of the resolutions required to implement the Scheme representing at least 75 per cent. of votes cast at the General Meeting;
  - the satisfaction or waiver of the Material Regulatory Conditions, as further detailed in paragraph 7 of this Announcement, to which the attention of Mitie Shareholders is specifically drawn, and which should be read carefully;
  - the sanction of the Scheme by the Court;
  - the Scheme becoming Effective by no later than the Long Stop Date; and
  - satisfaction of the other Conditions listed in Appendix I to this Announcement.
- The Acquisition is currently expected to complete during the first quarter of 2027, subject to the satisfaction or waiver of the Conditions and the further terms set out in Appendix I and to be set out in the Scheme Document. An expected timetable of principal events will be included in the Scheme Document.

Commenting on the Acquisition, Chris Rogers, Chairman of Mitie, said:

- *"Mitie has built one of the UK's leading technology-driven Facilities Management, Facilities Transformation and Facilities Compliance services businesses. The Board believes OCS's offer recognises the strength of the business, the progress achieved in recent years and the opportunities ahead. The combination would provide a stronger platform for growth through greater scale, complementary capabilities and enhanced investment capacity, while retaining the qualities that have made Mitie successful. Having carefully reviewed the offer, the Board has unanimously concluded that it represents an attractive outcome for shareholders, delivering the certainty of cash consideration while positioning the business for its next chapter of growth. Accordingly, the Board intends to recommend unanimously that shareholders vote in favour of the transaction."*

Commenting on the Acquisition, Phil Bentley, Chief Executive Officer of Mitie, said:

- *"Today's announcement is a testament to everything we have achieved at Mitie in recent years – especially the talent and expertise of our people, and in the business we have built together as well as its future potential. This recommended offer reflects the strength of Mitie's brand, capabilities and reputation, and delivers value for our shareholders. As part of a larger group with a wider geographical footprint, Mitie would have an even stronger platform to invest in our people, technology and services, and to do even more for the customers and communities we support. There is a process still to run and much to work through. Until completion it is business as usual, and our focus stays firmly on delivering safely and reliably for our customers every day."*

Commenting on the Acquisition, Rob Legge, Chief Executive Officer of the OCS Group said:

- *"This is an important milestone for both organisations and an exciting opportunity to bring together two highly complementary businesses with a shared commitment to delivering the best outcomes for colleagues and customers. Subject to completion, we would build a British facilities management group that is better positioned to support the organisations that keep the country running. Together, we can better support existing and new customers, help more people into work and strengthen our contribution to getting Britain moving. While there is a long process ahead, both businesses remain focused on supporting customers and delivering the high standards they expect every day. Together, we can build something remarkable for our colleagues, our customers and the country."*

This summary should be read in conjunction with, and is subject to, the full text of this Announcement. The Acquisition will be subject to the Conditions (in particular the Material Regulatory Conditions highlighted in paragraph 7), and further terms set out in Appendix I to this Announcement and to the full terms and conditions which will be set out in the Scheme Document. Appendix II contains the sources and bases of certain information contained in this Announcement. Appendix III contains details of the irrevocable undertakings given to OCS in relation to the Acquisition. Appendix IV contains definitions of certain expressions used in this summary and in this Announcement.

Enquiries:

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Weil, Gotshal & Manges (London) LLP is retained as legal adviser to OCS and OCS Topco.

Debevoise & Plimpton LLP is retained as antitrust and debt financing legal adviser to OCS and OCS Topco.

Linklaters LLP is retained as legal adviser to Mitie.

Important notices

*Ardea Partners International LLP ("**Ardea Partners**"), which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively for Mitie and no one else in connection with the Acquisition and will not be responsible to anyone other than Mitie for providing the protections afforded to clients of Ardea Partners nor for providing advice in relation to the matters described herein. Neither Ardea Partners nor any of its affiliates (nor any of their respective directors, officers, employees or agents) owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Ardea Partners in connection with the Acquisition, this Announcement, any statement contained herein or otherwise.*

*Peel Hunt LLP ("**Peel Hunt**"), which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively as financial adviser and corporate broker to Mitie and for no one else in connection with the matters set out in this Announcement and will not be responsible to anyone other than Mitie for providing the protections afforded to clients of Peel Hunt nor for providing advice in relation to the matters set out in this Announcement. Neither Peel Hunt nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Peel Hunt in connection with this Announcement, any statement contained herein or otherwise.*

*Lazard & Co., Limited ("**Lazard**"), which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively as financial adviser to OCS and OCS Topco and no one else in connection with the Acquisition and will not be responsible to anyone other than OCS and OCS Topco for providing the protections afforded to clients of Lazard nor for providing advice in relation to any possible offer or any other matters referred to in this Announcement. Neither Lazard nor any of its affiliates (nor any of their respective directors, officers, employees or agents) owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Lazard in connection with the Acquisition, this Announcement, any statement contained herein or otherwise.*

*Barclays Bank PLC, acting through its Investment Bank ("**Barclays**"), which is authorised by the Prudential Regulation Authority and regulated in the United Kingdom by the FCA and the Prudential Regulation Authority, is acting exclusively for OCS and OCS Topco and no one else in connection with the matters set out in this Announcement and will not be responsible to anyone other than OCS and OCS Topco for providing the protections afforded to clients of Barclays nor for providing advice in relation to a possible offer or any other matter referred to in this Announcement.*

*RBC Europe Limited (trading as RBC Capital Markets) ("**RBC Capital Markets**") which is authorised by the Prudential Regulation Authority and regulated by the FCA and the Prudential*

Regulation Authority in the United Kingdom, is acting for OCS and OCS Topco and no one else in connection with the matters referred to in this Announcement and will not be responsible to anyone other than OCS and OCS Topco for providing the protections afforded to clients of RBC Capital Markets or for providing advice in connection with matters referred to in this Announcement. Neither RBC Capital Markets nor any of its affiliates, directors or employees owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, consequential, whether in contract, tort, in delict, under statute or otherwise) to any person who is not a client of RBC Capital Markets in connection with the Acquisition or any matter referred to herein.

In accordance with the Code, normal United Kingdom market practice and Rule 14e-5(b) of the U.S. Exchange Act, Barclays and its affiliates will continue to act as exempt principal trader in Mitie securities on the London Stock Exchange. These purchases and activities by exempt principal traders which are required to be made public in the United Kingdom pursuant to the Code will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com. This information will also be publicly disclosed in the United States to the extent that such information is made public in the United Kingdom.

Further information

This Announcement is for information purposes only and is not intended to and does not constitute, or form part of, an offer to sell or an invitation to purchase any securities or the solicitation of an offer to buy, otherwise acquire, subscribe for, sell or otherwise dispose of any securities, pursuant to the Acquisition or otherwise, nor shall there be any purchase, sale, issuance or exchange of securities or such solicitation in any jurisdiction in which such offer, solicitation, sale, issuance or exchange would be unlawful prior to the registration or qualification under the laws of such jurisdiction. The Acquisition will be made solely by means of the Scheme Document or any document by which the Acquisition is made which will contain the full terms and Conditions of the Acquisition, including details of how to vote in respect of the Acquisition.

This Announcement has been prepared for the purpose of complying with English law, Scots law, the UK Listing Rules and the Code and the information disclosed may not be the same as that which would have been disclosed if this Announcement had been prepared in accordance with the laws of jurisdictions outside the United Kingdom.

Mitie will prepare the Scheme Document to be distributed to Mitie Shareholders at no cost to them. Mitie and OCS urge Mitie Shareholders to read the Scheme Document when it becomes available because it will contain important information relating to the Acquisition. Any decision to vote in respect of the resolutions to be proposed at the Court Meeting and the General Meeting should be based on the information contained in the Scheme Document.

If you are in any doubt about the contents of this Announcement or the 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 duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.

Each Mitie Shareholder is advised to consult its independent professional adviser regarding the tax consequences to it (or to its beneficial owners) of the Acquisition.

Overseas Shareholders

The release, publication or distribution of this Announcement in certain jurisdictions may be restricted by law. Persons who are not resident in the United Kingdom or who are subject to the laws of other jurisdictions should inform themselves of, and observe, any applicable requirements. Further details in relation to Overseas Shareholders will be contained in the Scheme Document. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.

The Acquisition relates to shares of a Scottish company and is proposed to be effected by means of a scheme of arrangement under the laws of Scotland. Neither the US proxy solicitation rules nor the tender offer rules under the U.S. Exchange Act apply to the Acquisition. Accordingly, the Acquisition is subject to the disclosure requirements, rules and practices applicable in the United Kingdom to schemes of arrangement, which differ from the requirements of US proxy solicitation or tender offer rules. However, if OCS were to elect to implement the Acquisition by means of a Takeover Offer, such Takeover Offer would be made in compliance with all applicable laws and regulations, including Section 14(e) of the U.S. Exchange Act and Regulation 14E thereunder. Such a takeover would be made in the United States by OCS and no one else. In addition to any such Takeover Offer, OCS, certain affiliated companies and the nominees or brokers (acting as agents) may make certain purchases of, or arrangements to purchase, shares in Mitie outside such Takeover Offer during the period in which such Takeover Offer would remain open for acceptance. If such purchases or arrangements to purchase were to be made, they would be made outside the United States and would comply with applicable law, including the U.S. Exchange Act.

Mitie's financial statements, and all financial information that is included in this Announcement, or that may be included in the Scheme Document, have been prepared in accordance with international financial reporting standards and may not be comparable to financial statements of companies in the United States or other companies whose financial statements are prepared in accordance with US generally accepted accounting principles.

Unless otherwise determined by OCS or required by the Code and permitted by applicable law and regulation, the Acquisition will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the offer by any such use, means, instrumentality or form within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this Announcement and all documents relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this Announcement and all documents relating to the Acquisition (including custodians, nominees and trustees) must observe these restrictions and must not mail or otherwise distribute or send them in, into or from such jurisdictions where to do so would violate the laws in that jurisdiction.

The availability of the Acquisition to Mitie Shareholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are resident. Persons who are not resident in the United Kingdom should inform themselves of, and observe, any applicable requirements.

The Acquisition will be subject to the applicable requirements of the Code, the Panel, the London Stock Exchange and the FCA.

Forward looking statements

This Announcement, including information incorporated by reference in this Announcement, oral statements made regarding the Acquisition and other information published by OCS, OCS Topco, any member of the OCS Group, Mitie or any member of the Mitie Group, contains statements that are or may be deemed to be forward looking statements. Such forward looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and on numerous assumptions regarding the business strategies and the environment in which the OCS Group and the Mitie Group will operate in the future. These statements are based on the current expectations of the management of OCS, OCS Topco and Mitie and are naturally subject to uncertainty and changes in circumstances. All statements, including the expected timing and scope of the Acquisition, other than statements of historical facts included in this Announcement, may be forward looking statements. Without limitation, any statements preceded or followed by or that include the words "targets", "plans", "believes", "expects", "is expected to", "aims", "intends", "will", "may", "should", "would", "could", "anticipates", "estimates", "projects", "strategy", "prepares", "forecasts", "guidance", "scheduled", "budget", "goal", "cost-saving", "profits", "likely" or words or terms of similar substance or the negative thereof are forward looking statements. Forward looking statements may include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses, operating performance and future prospects; (ii) business and management strategies and the expansion and growth of the OCS Group's or the Mitie Group's operations and potential synergies resulting from the Acquisition; and (iii) the effects of global economic conditions and government regulation on the OCS Group's or the Mitie Group's business.

Such forward looking statements are not guarantees of future performance. By their nature, because they relate to events and depend on circumstances that will occur in the future, such forward looking statements involve risks and uncertainties that could significantly affect expected results and are based on certain key assumptions. Many factors could cause actual results and developments to differ materially from those projected or implied in any forward looking statements. These factors include, but are not limited to, the satisfaction of the conditions to the Acquisition, as well as additional factors, such as changes in political and economic conditions, changes in the level of capital investment, retention of key employees, changes in customer habits, success of business and operating initiatives and restructuring objectives, impact of any acquisitions or similar transactions, changes in customers' strategies and stability, competitive product and pricing measures, changes in the regulatory environment, fluctuations in interest and exchange rates, changes in tax rates, future business combinations or disposals, the impact of any epidemic, pandemic or disease outbreak, circumstances giving rise to termination rights in connection with the Acquisition, the possibility that one or more assumptions may prove incorrect and the outcome of any litigation. Other unknown or unpredictable factors could cause actual results to differ materially from those in the forward-looking statements. Such forward looking statements should therefore be construed in light of such factors.

Due to such uncertainties and risks, readers are cautioned not to place undue reliance on such forward looking statements, which speak only as of the date of this Announcement, and neither any member of the OCS Group nor any member of the Mitie Group (nor any of their respective directors, officers, employees or advisers) provides any representation, assurance or guarantee *that the occurrence of the events expressed or implied by the forward looking statements will actually occur. Further, each member of the OCS Group and each member of the Mitie Group disclaims any obligation to update publicly or revise any forward looking or other statements contained herein, whether as a result of new information, future events or otherwise, except as required by applicable law.*

All subsequent oral or written forward looking statements attributable to any member of the Wider OCS Group or the Wider Mitie Group, or any of their respective directors, officers, employees or advisers, are expressly qualified in their entirety by the cautionary statement above.

No profit forecasts or profit estimates

No statement in this Announcement is intended as a profit forecast or profit estimate for any period and no statement in this Announcement should be interpreted to mean that earnings or earnings per share for Mitie for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Mitie.

Dealing and Opening Position Disclosure Requirements of the Code

Under Rule 8.3(a) of the Code, any person who is interested in 1% or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the Offer Period and, if later, following the announcement in which any securities exchange offeror is first identified.

An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th Business Day following the commencement of the Offer Period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th Business Day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in 1% or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offerors, save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the Business Day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3 of the Code.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4 of the Code).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the Offer Period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

Information relating to Mitie Shareholders

Please be aware that addresses, electronic addresses and certain other information provided by Mitie Shareholders, persons with information rights and other relevant persons for the receipt of communications from Mitie may be provided to OCS during the Offer Period as required under Section 4 of Appendix 4 to the Code to comply with Rule 2.11(c) of the Code.

Publication on website and hard copies

This Announcement and the documents required to be published pursuant to Rule 26.1 of the Code will be available free of charge, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on both Mitie's and OCS's websites at www.mitie.com and www.ocs.com/recommended-offer respectively by no later than 12.00 p.m. on the Business Day following this Announcement. Neither the content of any website referred to in this Announcement nor the content of any website accessible from hyperlinks is incorporated into, or forms part of, this Announcement.

Mitie Shareholders and persons with information rights and participants in Mitie Share Plans may request a hard copy of this Announcement by contacting MUFG Corporate Markets on +44 371 664 0300. Calls outside the United Kingdom will be charged at the applicable international rate. Mitie Shareholders may also request that all future documents, announcements and information to be sent to them in relation to the Acquisition should be in hard copy form. If a Mitie Shareholder has received this Announcement in electronic form, hard copies of this Announcement and any document or information incorporated by reference into this Announcement will not be provided unless such a request is made.

Rule 2.9 Disclosure

In accordance with Rule 2.9 of the Code, Mitie confirms that as at close of business on 20 July 2026, being the last Business Day prior to the release of this Announcement, it had 1,301,201,584 Mitie Shares of 2.5 pence each in issue (excluding any Mitie Shares held in treasury). The ISIN reference for the Mitie Shares is GB0004657408 and Mitie's LEI number is 213800MTCLTKEHWZMJ03.

Rounding

Certain figures included in this Announcement have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly *and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.*

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OR REGULATIONS OF SUCH JURISDICTION

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION

FOR IMMEDIATE RELEASE

21 July 2026

RECOMMENDED CASH ACQUISITION

of

MITIE GROUP PLC ("Mitie")

by

OCS GROUP INTERNATIONAL LIMITED ("OCS")

(an indirect wholly-owned subsidiary of OCS Group Topco Limited ("OCS Topco"))

to be effected by means of a Scheme of Arrangement

under Part 26 of the Companies Act 2006

1 Introduction

The boards of directors of OCS and Mitie are pleased to announce that they have reached agreement on the terms of a recommended cash acquisition pursuant to which OCS will acquire the entire issued and to be issued share capital of Mitie. The Acquisition is intended to be effected by means of a Scottish scheme of arrangement under Part 26 of the Companies Act.

2 The Acquisition

Under the terms of the Acquisition, which will be subject to the Conditions and further terms set out in Appendix I to this Announcement and to be set out in the Scheme Document, Mitie Shareholders will be entitled to receive:

for each Mitie Share held: up to 221.6 pence in cash (the "Acquisition Value")

comprised of:

- cash consideration of 218.5 pence per Mitie Share (the "**Acquisition Price**"); and
- the final dividend of up to 3.1 pence per Mitie Share in respect of the financial year ended 31 March 2026 (the "**Final Dividend**"), which Mitie Shareholders may receive and retain if declared and subsequently approved at the Mitie AGM without any reduction to the Acquisition Price.

The Acquisition Price represents a premium of approximately:

- 44.7 per cent. to the Closing Price per Mitie Share of 151.0 pence on 20 July 2026 (being the last Business Day prior to the date of this Announcement);

- 37.2 per cent. to the three-month volume weighted average price of 159.3 pence per Mitie Share to 20 July 2026 (being the last Business Day prior to the date of this Announcement);
- 32.5 per cent. to the six-month volume weighted average price of 164.9 pence per Mitie Share to 20 July 2026 (being the last Business Day prior to the date of this Announcement); and
- 17.7 per cent. to the all-time high closing Mitie Share price of 185.7 pence per Mitie Share as at 14 April 2026.

If the Final Dividend is declared and paid in full, the Acquisition values the entire issued and to be issued share capital of Mitie at approximately £3.1 billion on a fully diluted basis and the Acquisition Value represents a premium of approximately:

- 46.8 per cent. to the Closing Price per Mitie Share of 151.0 pence on 20 July 2026 (being the last Business Day prior to the date of this Announcement);
- 39.2 per cent. to the three-month volume weighted average price of 159.3 pence per Mitie Share to 20 July 2026 (being the last Business Day prior to the date of this Announcement);
- 34.4 per cent. to the six-month volume weighted average price of 164.9 pence per Mitie Share to 20 July 2026 (being the last Business Day prior to the date of this Announcement); and
- 19.3 per cent. to the all-time high closing Mitie Share price of 185.7 pence per Mitie Share as at 14 April 2026.

It is intended that the Acquisition will be implemented by way of a Scottish Court-sanctioned scheme of arrangement under Part 26 of the Companies Act (although OCS reserves the right to effect the Acquisition by way of a Takeover Offer, subject to the consent of the Panel and the terms of the Co-operation Agreement). The Conditions to the Acquisition (in particular the Material Regulatory Conditions highlighted in paragraph 7) are set out in full in Appendix I to this Announcement.

It is currently expected that the Scheme Document will be published as soon as reasonably practicable and, in any event, within 28 days of this Announcement, that the Court Meeting and the General Meeting will be held in September 2026 and, subject to the satisfaction or waiver of all relevant Conditions and the further terms set out in Appendix I and to be set out in the Scheme Document, that the Scheme will become Effective in the first quarter of 2027.

3 Dividends

On 4 June 2026, the Mitie Directors announced that they were recommending the Final Dividend. Subject to the approval of the Final Dividend at the Mitie AGM, Mitie Shareholders on Mitie's register of members at the relevant record date will be entitled to receive and retain the Final Dividend regardless of whether the Acquisition becomes Effective. It is expected that the Final Dividend will be paid on 27 August 2026.

If the Final Dividend is for any reason not approved by Mitie Shareholders at the Mitie AGM, the Mitie Directors expect to resolve to pay the Final Dividend instead as an interim dividend payable to Mitie Shareholders on the register of members of Mitie at a record time prior to the Acquisition becoming Effective.

Except for the Final Dividend, if, on or after the date of this Announcement and on or prior to the Effective Date, any dividend, distribution or other return of capital is declared, made or paid or becomes payable to Mitie Shareholders, OCS reserves the right to reduce the Acquisition Price by an amount equal to the aggregate amount of such dividend, distribution or other return of capital. In such circumstances, Mitie Shareholders shall be entitled to retain such dividend, distribution or other return of capital, declared, made or paid.

4 Background to and reasons for the Acquisition

The Acquisition of Mitie represents a compelling opportunity to bring together two UK-headquartered businesses with complementary strengths to accelerate growth, enhance the service offering to public and private-sector customers, and create greater opportunities for colleagues and the communities in which the Enlarged Group operates.

The Acquisition is consistent with OCS's vision and mission: to become the best facilities services partner in the industry, making people and places the best they can be by helping customers realise the next stage of their estate, service and sustainability journey. To deliver this, OCS pursues a strategy of building scale, sector breadth and capability, both organically and through selective acquisitions, to meet growing long-term demand for complex, outsourced and technology-enabled facilities management.

The UK is one of the world's most established and sophisticated facilities services markets, with a long history of outsourcing across both the private and public sectors and an increasingly complex mix of services, sectors and standards. Long-term structural forces are reshaping demand – the drive to decarbonise estates and meet net-zero commitments, rising regulatory and compliance requirements, the need for energy efficiency, and the growing role of data and technology in raising performance. In a mature market where service quality and innovation matter more than ever, the scale, sector expertise, technical capability and financial strength to invest and to manage complexity on customers' behalf are increasingly important.

The proposed Acquisition of Mitie represents an opportunity to advance this strategy by combining two reputable providers in the facilities services market, each with a long heritage in delivering high-quality services to customers through a comprehensive suite of end-to-end solutions. The Acquisition would create an international facilities services group with combined revenues for the calendar year ended 31 December 2025 of approximately £8.5 billion and enhanced scale, sector breadth, and geographic reach across the United Kingdom, Europe, Asia Pacific, and the Middle East.

Against this backdrop, customers are managing rapid change in the built environment. Increased scale, together with complementary capabilities and sector expertise, would position the Enlarged Group to better support existing and new customers, driving the performance they expect. The Enlarged Group would create a platform for continued investment in people, data- and technology-enabled solutions, and operational excellence across a broader range of sectors and locations, equipping colleagues with better tools, shared best practices, and greater reach to deliver a consistent, resilient, and high-performing service.

The Acquisition would also strengthen the Enlarged Group's ability to serve and safeguard key sectors, particularly in the United Kingdom, across the most complex and critical built environments in the government, defence, healthcare, national infrastructure and commercial markets. Much of this work is highly specialist and mission-critical – maintaining the resilience of national infrastructure, meeting exacting regulatory standards in healthcare, life sciences and defence environments, and keeping complex estates safe, compliant and operational around the clock. Delivering it to that standard depends on deep technical expertise, accreditation, and scale, which the Enlarged Group would benefit from following the Acquisition.

People are at the heart of both businesses, and colleagues deliver the services on which the Enlarged Group's customers depend. Together, the Enlarged Group would create broader opportunities for colleagues to learn, develop, and build longer-term careers – from entry-level roles through to skilled, specialist, and leadership positions – with the ability to move across a wider range of services, sectors, and geographies. This platform would also support further investment in training, apprenticeships, and professional development. OCS has a strong record of creating routes into work and supporting national initiatives on employment and social mobility. The Enlarged Group would be well placed to extend that contribution and strengthen OCS's role in getting Britain working through training, employment and social mobility.

OCS has also shown that it can bring people together around a shared vision, mission and values – its TRUE Values – across 13 countries and more than 100 nationalities. That experience of building a common culture and shared purpose at scale is, in OCS's view, one of the key factors most likely to support the successful integration of the two businesses. OCS and Mitie share a culture and a commitment to people development and to delivering the highest quality of service, which OCS believes makes the Acquisition a strong fit for both businesses.

OCS has a track record of acquiring and integrating businesses in the facilities services sector, having built its current scale and international footprint through a combination of organic growth, acquisitions such as EMCOR (UK) and FES.

OCS believes that private ownership would provide the Enlarged Group with the flexibility to invest over the long term in colleagues, technology, customer service, and sustainable growth, thereby supporting the delivery of essential services across multiple sectors and strengthening the business's resilience and competitiveness. In pursuit of its long-term goal of building a world-class, high-performing British facilities services business, the Enlarged Group would be well positioned to realise the Acquisition's potential and continue investing in new technology-enabled capabilities and verticals.

In summary, OCS believes that the Acquisition would create an international facilities services platform, with the scale, capability and financial strength to deliver a more resilient service for customers backed by deeper expertise, real value for colleagues and wider stakeholders, and a wider contribution to getting Britain working through skills, apprenticeships and social mobility, while continuing to raise standards across the markets and sectors that the Enlarged Group serves.

5 Recommendation

The Mitie Directors, who have been so advised by Ardea Partners and Peel Hunt as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing advice to the Mitie Directors, Ardea Partners and Peel Hunt have taken into account the commercial assessments of the Mitie Directors. Ardea Partners is providing independent financial advice to the Mitie Directors for the purposes of Rule 3 of the Code.

Accordingly, the Mitie Directors unanimously intend to recommend that Mitie Shareholders vote in favour of the Scheme at the Court Meeting and the resolutions to be proposed at the General Meeting, as the Mitie Directors have irrevocably undertaken to do (or procure to be done) in respect of their own beneficial holdings of Mitie Shares.

6 Background to and reasons for the Recommendation

Mitie is one of the UK's leading providers of technology-driven Facilities Management, Facilities Transformation and Facilities Compliance services, with leading positions across each of its core Facilities Management service lines: Engineering Maintenance, Security and Hygiene. It has 84,000 colleagues across two business divisions, whose technical expertise, operational capability and customer focus supports the delivery of approximately 3,000 large public and private sector customer contracts across a diverse range of industries.

Mitie has a proven track record, underpinned by technology, data and the quality of its workforce. In FY26, it delivered double-digit growth in both revenue and operating profit before other items for the third consecutive year, alongside strong free cash flow generation, and has grown its order book and bidding pipeline to record levels.

With continued momentum, favourable macro trends and a reputation for outstanding service (reflected in a Net Promoter Score of +64), Mitie has entered FY27 confident of delivering its FY25–FY27 Strategic Plan. The Mitie Board believes Mitie has an attractive standalone future and a strong platform for long-term, sustainable value creation.

While the Mitie Board remains confident in its ability to continue delivering sustainable value for Mitie Shareholders, in considering the financial terms of the Acquisition, the Mitie Directors took into account a number of factors, including that:

- The shareholder value created in recent years has been underpinned by the successful execution of important strategic projects, including margin enhancement initiative programmes and the delivery of synergies from the Interserve and Marlowe transactions.
- The execution of strategic projects is expected to remain central to Mitie's continued growth and long-term value creation, as the Mitie Group pursues further opportunities in a dynamic and competitive market.
- While the Mitie Board maintains a high level of confidence in Mitie's ability to continue executing strategic projects successfully and delivering long term shareholder value, the Mitie Board recognises that the nature of such projects can result in uncertainty regarding both the timing and magnitude of returns delivered.
- By contrast, the Acquisition provides Mitie Shareholders with the opportunity to realise an immediate, certain and attractive cash value for their investment; and
- The Acquisition Value under the Acquisition represents a premium of:
    - 46.8 per cent. to the Closing Price of 151.0 pence per Mitie Share as at 20 July 2026 (being the last Business Day prior to the date of this Announcement);

- 39.2 per cent. to the three-month volume-weighted average price of 159.3 pence per Mitie Share as at 20 July 2026 (being the last Business Day prior to the date of this Announcement);
- 34.4 per cent. to the six-month volume-weighted average price of 164.9 pence per Mitie Share as at 20 July 2026 (being the last Business Day prior to the date of this Announcement); and
- 19.3 per cent. to the all-time high closing Mitie Share price of 185.7 pence per Mitie Share as at 14 April 2026.

The Acquisition follows earlier proposals from OCS to Mitie regarding a possible all-cash offer for Mitie. The Mitie Board has also considered the strategic benefits of the Enlarged Group, which would bring together two businesses with complementary capabilities, greater scale, sector breadth and geographic reach. It believes the Enlarged Group would be well positioned to support customers across increasingly complex, regulated and mission-critical built environments, while providing an enhanced platform for investment in people, technology and service delivery.

Additionally, the combination would bring together two UK-headquartered businesses that are major employers and remain committed to their important roles as contributors to the local communities in which they operate and to the wider UK economy.

Alongside the financial and strategic value of the Acquisition, the Mitie Board has taken into account OCS's stated intentions for the Mitie Group, including its commitment to safeguard existing contractual and statutory employment rights (including accrued pension entitlements, and to recognise employees' continuous service).

The Mitie Board further welcomes OCS's recognition of the valuable skills and experience of Mitie's colleagues and its intention that Mitie colleagues should play an important role in the future of the Enlarged Group, with access to the broader opportunities, investments in technology and service delivery, and the larger customer platform that the combination is expected to create.

The Mitie Board believes these intentions, together with the expected benefits of greater scale, sector breadth and geographic reach, should provide an enhanced platform for colleagues, customers and other stakeholders over the longer term.

Following careful consideration of the financial terms of the Acquisition, the combination of value and certainty that the terms of the Acquisition provide to Mitie Shareholders, and the above factors, the Mitie Directors unanimously intend to recommend that Mitie Shareholders vote in favour of the Scheme at the Court Meeting and the resolutions to be proposed at the General Meeting.

7 Conditions

In addition to the requirements described in paragraph 16 below, the Acquisition will be subject to the Conditions and further terms set out below and in Appendix I to this Announcement and to be set out in the Scheme Document. The Conditions include, amongst others:

- the approval of the Scheme by a majority in number of the Mitie Shareholders who are present and vote at the Court Meeting, either in person or by proxy, representing at least 75 per cent. in value of the Mitie Shares voted;

- the approval by Mitie Shareholders of the resolutions required to implement the Scheme representing at least 75 per cent. of votes cast at the General Meeting;
- the satisfaction or waiver of the Material Regulatory Conditions, as further detailed below;
- the sanction of the Scheme by the Court;
- the Scheme becoming Effective by no later than the Long Stop Date; and
- satisfaction of the other Conditions listed in Appendix I to this Announcement.

The deadlines for the timing of the Court Meeting, the General Meeting and the Scheme Court Hearing as set out above may be waived by OCS. The deadline for the Scheme to become Effective may be extended by OCS with the agreement of Mitie or with the consent of the Panel and (if required) the approval of the Court.

Material Regulatory Conditions

The Acquisition is conditional on the Conditions set out in paragraphs 3(a) to (c) (inclusive) of Part A of Appendix I (the "**Material Regulatory Conditions**"), which are of material significance to OCS in the context of the Acquisition and specifically drawn to the attention of Mitie Shareholders.

The Material Regulatory Conditions have been included following specific negotiation between OCS and Mitie, and to take account of the particular circumstances of Mitie and the Acquisition.

OCS and Mitie are confident in the approach to secure approval of the Acquisition by the relevant Regulatory Authorities in connection with the Material Regulatory Conditions prior to the Long Stop Date and without undertaking any remedies which are adverse to a material extent to the OCS Group taken as a whole.

However, Mitie Shareholders should note that, if a Material Regulatory Condition is not satisfied, including: (i) if a relevant Regulatory Authority requires remedies or other actions which are adverse to a material extent to the OCS Group taken as a whole; or (ii) in the context of the CMA Condition, where there is a CMA Phase 2 Reference and OCS and Mitie do not both agree to undergo the CMA Phase 2 Reference, OCS intends to seek the Panel's consent to invoke the relevant Material Regulatory Condition in accordance with Rule 13.5(a) of the Code to lapse the Acquisition. This could include where a Material Regulatory Condition could only be satisfied by the parties undertaking remedies in the form of disposals which represent essential parts of the strategic and economic rationale for the Acquisition, as they contribute to the scale, sector breadth and geographic reach of the Enlarged Group as well as to the potential for operational efficiencies.

A decision by the Panel on whether to permit OCS to invoke a Condition under Rule 13.5(a) would be judged by the Panel by reference to the facts at the time the relevant circumstances arise, including the views of the Mitie Board at that time.

8 Irrevocable undertakings

OCS has received irrevocable undertakings from each of the Mitie Directors that hold Mitie Shares to vote, or procure that their nominees vote, in favour of the Scheme at the Court Meeting and the resolutions to be proposed at the General Meeting in respect of their own beneficial holdings amounting in aggregate to 15,068,181 Mitie Shares and representing approximately 1.2 per cent. of the issued share capital of Mitie (excluding any Mitie Shares held in treasury) as at 20 July 2026 (being the last Business Day prior to the date of this Announcement).

OCS has received a commitment in respect of Oasis Management Company Ltd's interests in cash-settled total return swaps in respect of 129,413,285 Mitie Shares, constituting approximately 9.9 per cent. of the existing issued share capital of Mitie (excluding any Mitie Shares held in treasury) as at 20 July 2026 (being the last Business Day prior to the date of this Announcement) that, in the event that Oasis Management Company Ltd acquires any of such underlying Mitie Shares (whether in connection with the settlement of such swaps or otherwise), such underlying Mitie Shares would become subject to the irrevocable undertaking given by Oasis Management Company Ltd to vote in favour of the Scheme at the Court Meeting and the resolutions to be proposed at the General Meeting. These cash-settled total return swaps do not confer an entitlement to exercise the voting rights attaching to the underlying Mitie Shares.

Further details of these irrevocable undertakings are set out in Appendix III to this Announcement.

9 Information on OCS and CD&R

OCS

The OCS Group is a £3.3 billion international facilities management business and performance partner, helping customers keep complex operations and mission-critical environments running safely, efficiently, and reliably. Employing more than 135,000 colleagues worldwide, the OCS Group delivers integrated facilities management services that improve performance, resilience, safety and sustainability. Headquartered in the UK, the OCS Group operates across the UK, Europe, Asia Pacific, and the Middle East, serving more than 8,000 customers across the public and private sectors. Its services include engineering and technical services, energy management and transition, security, cleaning, catering, landscaping, pest control and a wide range of workplace services.

Founded in 1900, the OCS Group combines more than 125 years of operational expertise with the strengths of a modern, technology-enabled business to help customers improve performance, reduce risk, and create lasting value. Guided by its TRUE Values – Trust, Respect, Unity and Empowerment, the OCS Group is focused on creating positive outcomes for colleagues, customers and the countries in which it operates.

The OCS Group has grown through a series of acquisitions that have expanded its engineering, technical and integrated facilities management capabilities. The acquisitions of FES in 2024 and EMCOR (UK) in 2025 have been significant milestones in that journey. Under the leadership of Group Chief Executive Officer Rob Legge and his team, the OCS Group has integrated these businesses while retaining key people, maintaining service for customers, and bringing them together as a single organisation with a common purpose and culture.

The OCS Group's experience of integrating complementary businesses positions it well to deliver the proposed Acquisition and support the continued development of Mitie.

OCS is a member of the OCS Group and is a wholly-owned indirect subsidiary of OCS Topco, the holding company of the OCS Group. Further details in relation to OCS will be included in the Scheme Document.

The OCS Group has been owned and controlled by the CD&R Funds since November 2022.

CD&R

Founded in 1978, CD&R is a leading private investment firm with a strategy of generating strong investment returns by building more robust and sustainable businesses through the combination of skilled investment experience and deep operating capabilities. In partnership with the management teams of its portfolio companies, CD&R takes a long-term view of value creation and emphasises positive stewardship and impact. The firm invests in businesses that span a broad range of industries, including business services, industrials, healthcare, consumer, technology, and financial services. CD&R is privately owned by its partners and has offices in New York and London.

10 Information on Mitie

Mitie is one of the United Kingdom's leading technology-led Facilities Management, Transformation and Compliance companies, founded in 1987, with approximately 84,000 colleagues as at 31 March 2026 and reported group revenue of £5,619 million for the year ended 31 March 2026. For the year ended 31 March 2026, Mitie reported operating profit before other items of £264 million at an operating profit margin of 4.7 per cent., and generated free cash flow of £162 million. Mitie entered the current financial year with a record total order book of £16.3 billion and has a strong bidding pipeline of £32.5 billion as of 30 June 2026, of which over 70 per cent. is due to be awarded in the next 18 months.

Mitie is a trusted partner to a diverse range of large public and private sector customers, managing and transforming their built estates and providing data-driven insights to inform better decision-making. In each of its Facilities Management service lines of Engineering Maintenance, Security and Hygiene, Mitie is one of the UK's leading Facilities Management providers. Mitie is differentiated by its service offering, exceptional colleagues and sustained investment in technology and artificial intelligence, including through its Mozaic360 data and AI insight platform, which already supports more than 140 strategic customers, with the roll out continuing in FY27.

Mitie's offering comprises an integrated suite of Facilities Management, Facilities Transformation and Facilities Compliance capabilities and services delivered through two divisions:

- **Business Services**: Business Services is the United Kingdom's largest provider of technology-led security and hygiene services across approximately 2,500 public and private sector contracts including expertise in central government and immigration & justice. Following the acquisition of Marlowe plc in August 2025, Business Services is also the largest provider of Facilities Compliance services in the United Kingdom, offering Total Fire & Security and Total Managed Water solutions. It also provides landscaping services. Mitie's Spanish business is reported within the division. Business Services generated revenue of £2,985 million in the year ended 31 March 2026.

- **Technical Services**: Technical Services is the United Kingdom's largest provider of engineering Facilities Management services for buildings and critical assets across approximately 300 contracts, including for the Ministry of Defence and in Healthcare, Local Government and Education. The division also delivers Facilities Transformation projects in high growth areas of buildings infrastructure, decarbonisation technologies, data centres and power and grid connections to help customers transform their built environment. Technical Services generated revenue of £2,634 million in the year ended 31 March 2026.

The Mitie Shares are listed on the Equity Shares (Commercial Companies) category of the Official List and admitted to trading on the Main Market, with a market capitalisation of approximately £2.0 billion as at 20 July 2026, being the last Business Day prior to the date of this Announcement. Mitie has a credit rating of BBB from Morningstar DBRS.

11 Directors, management, employees, pensions, research and development and locations

Strategic plans for the Mitie Group and long-term commercial justification

OCS intends to bring Mitie into the Enlarged Group through a structured, carefully sequenced integration, to maintain continuity of service for customers and stability for colleagues throughout. OCS believes the Acquisition will strengthen the Enlarged Group's ability to partner with customers to deliver the performance they expect, backed by the deeper sector expertise and broader capabilities the combined business will bring.

OCS is committed to maintaining continuity of service for customers of both Mitie and OCS throughout the integration process. Existing service arrangements, account relationships and delivery standards are expected to continue unchanged by the Acquisition, save where any transition is agreed directly with the customers concerned.

Prior to this Announcement, and consistent with market practice, OCS has been granted limited access to Mitie's senior management team for the purpose of conducting confirmatory due diligence. However, in accordance with applicable anti-trust and other regulatory constraints, OCS has not had access to sufficient information to prepare detailed plans for the integration of the Enlarged Group.

Following this Announcement, OCS intends to work with Mitie's management team to further develop its integration plans. However, due to the applicable regulatory constraints, detailed integration planning will only be possible post-Completion. Accordingly, OCS intends to carry out a detailed post-Completion review (the "**Post-Completion Review**") to further develop and refine its integration plans and that this Post-Completion Review will be substantially completed within 12 months of Completion. The Post-Completion Review is expected to focus on:

- reviewing the existing strategies of the Mitie and OCS businesses to develop a shared long-term strategy for the Enlarged Group;
- reviewing Mitie's operations in each of the markets in which it operates, to inform the future strategy and integration of the Enlarged Group;
- assessing opportunities to enhance service delivery, operational resilience and customer outcomes by combining the respective capabilities, expertise and geographic reach of the two businesses;
- reviewing opportunities to invest in colleagues, leadership, skills, apprenticeships, social mobility and employee development across the Enlarged Group;

- evaluating opportunities to strengthen innovation, technology, digital capabilities, data and operational excellence in support of long-term sustainable growth;
- reviewing opportunities to enhance sustainability, health and safety, governance and regulatory compliance across the Enlarged Group;
- assessing opportunities to realise operational efficiencies and procurement benefits, while reviewing administrative functions, support services and the combined property portfolio;
- finalising an integration programme designed to maintain continuity of service, support colleagues and minimise disruption for customers, suppliers and other stakeholders; and
- reviewing, agreeing and implementing the future brand strategy of the Enlarged Group.

Employees and management

OCS values the skills and experience of Mitie's management team and employees and expects Mitie employees to play an important role in the future of the Enlarged Group across all relevant jurisdictions. OCS also recognises that the Enlarged Group, as one of the UK's larger employers, would have an important role to play in supporting social mobility and employment initiatives set out by the UK Government.

OCS confirms that, following Completion, the existing contractual and statutory employment rights, including terms and conditions of employment and accrued pension entitlements, of the management team and employees of the Mitie Group will be safeguarded in accordance with applicable law, and that the continuous service of Mitie Group employees will be recognised.

OCS recognises that front-line operational employees who deliver the services to the Enlarged Group's customers are critical and fundamental to maintaining service standards. Accordingly, OCS does not intend to make any material change to the number of front-line operational employees of either Mitie or OCS as a result of the Acquisition.

As part of the Post-Completion Review, OCS intends to assess the broader workforce requirements of the Enlarged Group. OCS does not intend to make any material change in the balance of skills and functions of the management and employees of the Enlarged Group. However, on Mitie ceasing to be a listed company, OCS expects that certain corporate and support functions associated with Mitie's status as a publicly listed company will no longer be required or will be reduced in scope. OCS also expects some reduction in overlapping central, corporate, administrative, and support functions across the Enlarged Group as part of the broader integration which OCS expects to be immaterial in the context of the Mitie Group. OCS does not expect the overall headcount reduction to be material in the context of the Mitie Group. The evaluation of any such changes will form part of the Post-Completion Review and, save in respect of functions directly associated with Mitie’s listed status, would be expected to be implemented over the medium term.

Any such changes to the broader workforce group would be subject to detailed planning and to appropriate engagement and consultation with affected employees and their representatives, in accordance with the legal obligations of the Enlarged Group. Where any integration step results in potential role reductions, Mitie employees will be given fair and equal consideration for roles within the Enlarged Group, and any affected individuals will be treated in a manner consistent with the standards, culture and practices of the Mitie and OCS businesses.

Following the Post-Completion Review, to achieve the anticipated benefits and to optimise the combined business and legal entity structures, it may also be necessary to implement an internal reorganisation of the Enlarged Group. No decision has been made regarding the optimal structure of the Enlarged Group following any such reorganisation, and any relevant steps would be considered and implemented at the appropriate time.

Following Completion, Rob Legge, Chief Executive Officer of the OCS Group, will be Chief Executive Officer of the Enlarged Group and Gary McGaghey, Chief Financial Officer of the OCS Group, will be Chief Financial Officer of the Enlarged Group. Phil Bentley, Mitie's Chief Executive Officer, and Simon Kirkpatrick, Mitie's Chief Financial Officer, have confirmed their intention to remain in their current roles until Completion. Mr Bentley and Mr Kirkpatrick will step down from the Mitie Board on Completion and have agreed to remain available to support the management team during integration for a period after Completion.

It is expected that each of Mitie's non-executive directors will resign from the Mitie Board on Completion.

Incentivisation arrangements

Following Completion, OCS intends to put in place appropriate incentivisation arrangements for the management team and employees of the Mitie Group. However, other than in relation to the Retention Awards and Executive Director Retention Awards described in paragraph 13 below, OCS has not entered into and has not held discussions on proposals to enter into any form of incentivisation arrangement with any member of Mitie's management team or with any Mitie employee and will not do so prior to Completion.

Pension schemes

The Mitie Group has obligations in connection with 65 UK defined benefit pension schemes. Of these, 56 relate to participation in sections of three public sector pension schemes, being the Local Government Pension Scheme, the Civil Service Pension Scheme and the NHS Pension Scheme (the "**Public Sector Schemes**"). Of the remaining nine defined benefit pension schemes, three are in the process of being wound up and no longer have any assets or liabilities.

The six remaining schemes in which the Mitie Group participates are two sections of the Railways Pension Scheme, a section in each of the Industry Wide Coal Staff Superannuation Scheme and the Industry Wide Mineworkers Pension Scheme, the THK Insulation Retirement Benefits Scheme and the Mitie Group plc Pension Scheme (the "**Pension Schemes**").

OCS is familiar with defined benefit pension arrangements and recognises the importance of upholding the Mitie Group's pension obligations and ensuring that the Public Sector Schemes and the Pension Schemes are appropriately funded in accordance with applicable statutory requirements and their governing documentation. OCS intends for the Mitie Group to continue to satisfy its existing obligations (including contributions and arrangements for funding deficits) to the Public Sector Schemes and the Pension Schemes in accordance with applicable statutory requirements and their governing documentation. OCS has no intention of changing any policy or plans of the Mitie Group relating to the admission of new members and the accrual of benefits for existing active members of the Pension Schemes and the Public Sector Schemes and intends to continue the processes that Mitie has in place for managing and securing the Pension Schemes.

Research and development

Whilst neither OCS nor Mitie operates a dedicated research and development function, OCS operates a culture of innovation and continuous improvement, identifying new ways of working to make the frontline safer, more efficient and more productive – an approach it intends to continue and extend across the Enlarged Group.

Technology

OCS recognises the role that technology-enabled solutions, including data and artificial intelligence, play in front-line service delivery and operational productivity, and will continue to play for the Enlarged Group. The alignment and rationalisation of processes, systems and technologies, where appropriate, will be a focus of the Post-Completion Review, to standardise the Enlarged Group on the more effective systems and processes identified across the two businesses.

Locations, head office and fixed assets

As part of its integration planning, OCS will seek to simplify the office and operational footprint of the Enlarged Group. Where there is geographic overlap, OCS intends, where feasible, to consolidate existing sites and, in such cases, would seek to relocate affected employees to nearby locations of the Enlarged Group, subject to appropriate information and consultation with affected employees and their representatives in accordance with applicable law.

Following Completion, it is anticipated that the Enlarged Group will maintain a headquarters and headquarters functions in central London, alongside OCS's existing main operational office for its UK business in Ipswich. Save as set out above, OCS has no current intention to redeploy any of the fixed assets of Mitie.

Trading facilities

Mitie is currently admitted to listing on the Official List and to trading on the Main Market of the London Stock Exchange. As set out in paragraph 17 below, applications will be made to the FCA for the cancellation of the listing of Mitie Shares on the Official List and to the London Stock Exchange for the cancellation of trading in Mitie Shares, and Mitie will be re-registered as a private limited company.

Effect of the Acquisition on OCS

Save as described above, OCS does not expect the Acquisition to have any material effect on the existing business of the OCS Group, including on its employees, management, places of business, head office functions or fixed assets.

Post-offer Undertakings

No statement in this paragraph 11 is a “post-offer undertaking” for the purposes of Rule 19.5 of the Code.

12 Mitie Share Plans

Participants in the Mitie Share Plans will be contacted regarding the effect of the Acquisition on their rights under the Mitie Share Plans and, where required, an appropriate proposal will be made to such participants in accordance with Rule 15 of the Code and which reflects their rights under the Mitie Share Plans in due course. Details of the impact of the Acquisition on rights under the Mitie Share Plans and any proposals that are required to be made under Rule 15 of the Code will be set out in the Scheme Document and in separate letters to be sent to participants in the Mitie Share Plans, including the actions such participants may take in respect of their rights under the Mitie Share Plans.

13 Arrangements between OCS and Mitie management

Mitie wishes to incentivise and retain key employees in the Mitie Group business in order to ensure the successful completion of the Acquisition. Accordingly, OCS has acknowledged and agreed that Mitie may implement certain cash employee retention awards (of an aggregate value of up to £12 million (gross, excluding employer social security costs/levies, but including employee taxes and any other applicable withholdings)) for Mitie Group employees jointly identified to be of significant importance for achieving the successful completion of the Acquisition and/or business continuity in the period up to the Effective Date (the "**Retention Awards**"). No individual Retention Award shall exceed 100% of basic salary and each Retention Award will be payable in two tranches with the first tranche (equal to 50% of the relevant Retention Award) being payable as soon as reasonably practicable following (and in any event within 14 days of) the Effective Date and the second tranche (equal to 50% of the relevant Retention Award) being payable at a time to be determined by Mitie but not less than six months after the Effective Date. Payment of a Retention Award is generally subject to: (i) the relevant employee not having resigned or being under notice of resignation on the date on which the relevant tranche is payable; and (ii) the relevant employee's employer not being entitled to dismiss the employee summarily and without notice (or payment in lieu of notice) prior to the date on which the relevant tranche is payable.

Phil Bentley, Chief Executive Officer of Mitie, and Simon Kirkpatrick, Chief Financial Officer of Mitie will also receive cash retention awards of 150 per cent. of their annual base salaries, subject to completion of the Acquisition and Mitie ceasing to be listed on the London Stock Exchange (the "**Delisting**") (the "**Executive Director Retention Awards**"). The Executive Director Retention Awards shall be payable in two tranches with the first tranche (equal to 60% of the relevant Executive Director Retention Award) payable within ten days of Delisting and the second tranche (equal to 40% of the relevant Executive Director Retention Award) payable within fourteen days of the date falling three months after the Effective Date, with payment of the second tranche being conditional on the relevant Executive Director providing support and advice to OCS for a period of three months from the Effective Date. Payment of an Executive Director Retention Award is generally subject to: (i) continued employment to the Effective Date; and (ii) the relevant Executive Director's employer not being entitled to dismiss that Executive Director summarily without notice (or payment in lieu of notice). The Executive Director Retention Awards are within (and not additional to) the £12 million limit and the approximate Mitie Group employee pool described above.

As required by, and solely for the purposes of, Rule 16.2 of the Code, Ardea Partners has (in their capacity as independent advisers to Mitie for the purposes of Rule 3 of the Code), reviewed the terms of the Retention Awards and Executive Director Retention Awards as described above, together with the information deemed relevant by them, and advised Mitie that the Retention Awards and Executive Director Retention Awards are fair and reasonable. In providing their advice, Ardea Partners has taken into account the commercial assessments of the Mitie Directors.

14 Financing

The cash consideration payable by OCS pursuant to the Acquisition will be funded through a combination of (i) equity financing drawn down by the CD&R Funds and (ii) a term loan to be provided under an interim facilities agreement arranged by HSBC Bank plc, Royal Bank of Canada and Barclays Bank plc dated on or around the date of this Announcement.

Further information regarding these arrangements will be included in the Scheme Document.

Lazard, financial adviser to OCS, is satisfied that the resources available to OCS are sufficient to enable OCS to satisfy in full the cash consideration payable by OCS to Mitie Shareholders under the terms of the Acquisition.

15 Offer-related Arrangements

Confidentiality Agreement

OCS Topco and Mitie entered into a confidentiality agreement on 21 April 2026 (the “**Confidentiality Agreement**”) pursuant to which each party has undertaken to keep, and to procure that certain of their representatives keep, confidential information relating to each other and/or to the Acquisition, to use such information solely in relation to the Acquisition and not to disclose it to third parties (with certain exceptions). These confidentiality obligations will remain in force for a period of 18 months from the date of the Confidentiality Agreement (or, if earlier, Completion). The Confidentiality Agreement contains standstill provisions which restricted OCS Topco and its associates from acquiring or offering to acquire interests in certain securities of Mitie for a period of one year from the date of the Confidentiality Agreement; those restrictions have now ceased to apply.

Clean Team Agreement

OCS Topco, CD&R and Mitie entered into a clean team agreement on 5 June 2026 (the “**Clean Team Agreement**”), the purpose of which is to set out the terms governing the disclosure of commercially sensitive information by or on behalf of either Mitie or OCS Topco (as applicable) to certain specified employees of Mitie, OCS Topco and CD&R (as applicable), who are not involved in the day-to-day commercial or strategic operations and decisions of Mitie or OCS Topco (as applicable), and their respective external advisers only, as well as the related analysis, reporting and potential destruction of such information.

Joint Defence Agreement

OCS Topco, CD&R and Mitie entered into a joint defence agreement on 5 June 2026 (the “**Joint Defence Agreement**”), which sets out how confidential information that is commercially sensitive can be disclosed, used or shared between CD&R and OCS Topco’s external legal counsel and/or economists and Mitie’s external legal counsel and/or economists for the purposes of obtaining the consent of competition authorities and/or regulatory clearances in connection with the Acquisition.

Co-operation Agreement

OCS, OCS Topco, the CD&R Funds and Mitie have entered into the Co-operation Agreement pursuant to which they have agreed, amongst other things: (i) to co-operate and use all reasonable endeavours to obtain the regulatory clearances required to satisfy the Regulatory Conditions, including by co-operating and providing each other with reasonable information and assistance in relation to any filings, submissions and notifications in relation to anti-trust and regulatory clearances and authorisations; (ii) for OCS to share information and provide assistance to Mitie in connection with the preparation and publication of the Scheme Document; (iii) certain arrangements relating to dividends (as summarised in paragraph 3 above) and (iv) matters relating to the arrangements between OCS and Mitie management described in paragraph 13. The Co-operation Agreement also records the intention of OCS and Mitie to implement the Acquisition by way of the Scheme, subject to OCS having the right to implement the Acquisition by way of a Takeover Offer in certain circumstances and in compliance with the Code.

The Co-operation Agreement will terminate in certain circumstances, including: (i) if OCS and Mitie agree in writing; (ii) upon service of written notice by OCS or Mitie if a third party announces a firm intention to make an offer or revised offer for Mitie which completes, becomes effective or is declared or becomes unconditional; (iii) upon service of written notice by OCS if the Mitie Directors withdraw, adversely modify or qualify their recommendation of the Acquisition; or (iv) upon service of written notice by OCS or Mitie if the Effective Date has not occurred by the Long Stop Date, unless otherwise agreed in writing between OCS and Mitie or required by the Panel.

The Co-operation Agreement also contains provisions that will apply in respect of the directors' and officers' insurance, the Mitie Share Plans and certain other employee related arrangements.

16 Structure of the Acquisition

It is intended that the Acquisition will be effected by means of a Scottish Court-sanctioned scheme of arrangement between Mitie and Scheme Shareholders under Part 26 of the Companies Act. OCS reserves the right to elect to implement the Acquisition by way of a Takeover Offer (with the consent of the Panel and subject to the terms of the Co-operation Agreement).

The purpose of the Scheme is to provide for OCS to become the holder of the entire issued and to be issued share capital of Mitie.

The Scheme is an arrangement between Mitie and the Scheme Shareholders pursuant to which the Scheme Shares will be transferred to OCS in consideration for which the Scheme Shareholders will receive the Acquisition Price on the basis set out in paragraph 2 above.

The Acquisition will be put to Mitie Shareholders at the Court Meeting and at the General Meeting. In order to become Effective, the Scheme must be approved by a majority in number of the Mitie Shareholders voting (and entitled to vote) at the Court Meeting, either in person or by proxy, representing not less than 75 per cent. in value of the Mitie Shares voted. In addition, at the General Meeting to implement the Scheme a special resolution to approve the adoption of the Amended Mitie Articles must be passed by Mitie Shareholders representing at least 75 per cent. of the votes validly cast on that resolution. The General Meeting will be held immediately after the Court Meeting.

Following the Meetings, the Scheme must be sanctioned by the Court. The Scheme will only become Effective once a copy of the Court Order is delivered to the Registrar of Companies. Upon the Scheme becoming Effective, it will be binding on all Mitie Shareholders, whether or not they attended or voted at the Meetings (and if they attended and voted, whether or not they voted in favour). Subject to the satisfaction of the Conditions (in particular the Material Regulatory Conditions highlighted in paragraph 7), the Scheme is expected to become Effective in the first quarter of 2027.

Any Mitie Shares issued before the Scheme Record Time will be subject to the terms of the Scheme. Any Mitie Shares issued at or after the Scheme Record Time will be subject to the Amended Mitie Articles and be automatically transferred to OCS.

The Acquisition will lapse if the Scheme does not become Effective by the Long Stop Date.

Further details of the Scheme, including an indicative timetable for its implementation and the necessary action to be taken by Mitie Shareholders, will be set out in the Scheme Document, which is expected to be dispatched to Mitie Shareholders as soon as reasonably practicable and, in any event, within 28 days of the date of this Announcement (or such later date as may be agreed with the Panel).

17 De-listing and re-registration

Prior to the Scheme becoming Effective, Mitie will make an application to the FCA for the cancellation of the listing of Mitie Shares on the Official List and to the London Stock Exchange for the cancellation of trading of Mitie Shares on its Main Market for listed securities, in each case to take effect from or shortly after the Effective Date. The last day of dealings in Mitie Shares on the Main Market of the London Stock Exchange is expected to be the Business Day immediately following the Scheme Court Hearing and no transfers will be registered after 6.00 p.m. on that date.

On the Effective Date, share certificates in respect of Mitie Shares will cease to be valid and should be destroyed. In addition, entitlements to Mitie Shares held within the CREST system will be cancelled.

It is also proposed that, following the Effective Date and after its shares are delisted, Mitie will be re-registered as a private limited company.

18 Disclosure of interests in Mitie Shares

As at the close of business on 20 July 2026 (being the last Business Day prior to the date of this Announcement) neither OCS, its directors, nor, so far as OCS is aware, any person acting in concert (within the meaning of the Code) with it (i) has any interest in or right to subscribe for any relevant securities of Mitie, or (ii) has any short positions in respect of relevant securities of Mitie (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery, or (iii) has borrowed or lent any relevant securities of Mitie (including, for these purposes, any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Code) save for any borrowed shares which have been either on-lent or resold, or (iv) is a party to any dealing arrangement of the kind referred to in Note 11 on the definition of acting in concert in the Code.

It has not been practicable for OCS to make enquiries of all of its concert parties in advance of the release of this Announcement. Therefore, if OCS becomes aware, following the making of such enquiries, that any of its concert parties have any such interests in relevant securities of Mitie, all relevant details in respect of OCS's concert parties will be included in OCS's Opening Position Disclosure (if required) in accordance with Rule 8.1(a) and Note 2(a)(i) on Rule 8 of the Code.

19 Overseas Shareholders

The availability of the Acquisition and the distribution of this Announcement to persons not resident in the United Kingdom may be affected by the laws and regulations of the relevant jurisdiction. Such persons should inform themselves about, and observe, any applicable legal or regulatory requirements. Mitie Shareholders who are in any doubt regarding such matters should consult an appropriate independent professional adviser in the relevant jurisdiction without delay.

This Announcement does not constitute an offer for sale of any securities or an offer or an invitation to purchase any securities. Mitie Shareholders are advised to read carefully the Scheme Document and the forms of proxy once these have been dispatched.

20 General

OCS reserves the right, subject to the prior consent of the Panel and subject to the terms of the Co-operation Agreement, to elect to implement the Acquisition by way of a Takeover Offer for the entire issued and to be issued share capital of Mitie not already held by OCS, as an alternative to the Scheme. In such an event, such offer will be implemented on the same terms (subject to appropriate amendments as described in Part B of Appendix I), so far as applicable, as those which would apply to the Scheme.

If the Acquisition is effected by way of a Takeover Offer and such offer becomes or is declared unconditional in all respects and sufficient acceptances are received, OCS intends to exercise its rights to apply the provisions of Chapter 3 of Part 28 of the Companies Act to acquire compulsorily the remaining Mitie Shares in respect of which the Takeover Offer has not been accepted.

Ardea Partners, Lazard, Barclays, RBC Capital Markets and Peel Hunt have given and not withdrawn their consent to the publication of this Announcement with the inclusion herein of the references to their respective names, in each case, in the form and context in which they appear.

21 Documents available on website

Copies of the following documents will be made available on both Mitie's and OCS's websites at www.mitie.com and www.ocs.com/recommended-offer respectively until the end of the Offer Period:

- the Confidentiality Agreement;
- the Clean Team Agreement;
- the Joint Defence Agreement;
- the Co-operation Agreement;

- the irrevocable undertakings referred to in paragraph 8 above;
- the documents relating to the financing of the Acquisition referred to in paragraph 14 above;
- the consents of Ardea Partners, Lazard, Barclays, RBC Capital Markets and Peel Hunt referred to in paragraph 20 above; and
- a copy of this Announcement.

The Acquisition will be subject to the Conditions (in particular the Material Regulatory Conditions highlighted in paragraph 7), and further terms set out in Appendix I to this Announcement. The bases and sources of certain financial information contained in this Announcement are set out in Appendix II to this Announcement. Details of the irrevocable undertakings given in relation to the Acquisition are contained in Appendix III to this Announcement. Certain terms used in this Announcement are defined in Appendix IV to this Announcement.

Enquiries:

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Weil, Gotshal & Manges (London) LLP is retained as legal adviser to OCS and OCS Topco.

Debevoise & Plimpton LLP is retained as antitrust and debt financing legal adviser to OCS and OCS Topco.

Linklaters LLP is retained as legal adviser to Mitie.

Important notices

*Ardea Partners International LLP ("**Ardea Partners**"), which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively for Mitie and no one else in connection with the Acquisition and will not be responsible to anyone other than Mitie for providing the protections afforded to clients of Ardea Partners nor for providing advice in relation to the matters described herein. Neither Ardea Partners nor any of its affiliates (nor any of their respective directors, officers, employees or agents) owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person* *who is not a client of Ardea Partners in connection with the Acquisition, this Announcement, any statement contained herein or otherwise.*

*Peel Hunt LLP ("**Peel Hunt**"), which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively as financial adviser and corporate broker to Mitie and for no one else in connection with the matters set out in this Announcement and will not be responsible to anyone other than Mitie for providing the protections afforded to clients of Peel Hunt nor for providing advice in relation to the matters set out in this Announcement. Neither Peel Hunt nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Peel Hunt in connection with this Announcement, any statement contained herein or otherwise.*

*Lazard & Co., Limited ("**Lazard**"), which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively as financial adviser to OCS and OCS Topco and no one else in connection with the Acquisition and will not be responsible to anyone other than OCS and OCS Topco for providing the protections afforded to clients of Lazard nor for providing advice in relation to any possible offer or any other matters referred to in this Announcement. Neither Lazard nor any of its affiliates (nor any of their respective directors, officers, employees or agents) owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Lazard in connection with the Acquisition, this Announcement, any statement contained herein or otherwise.*

*Barclays Bank PLC, acting through its Investment Bank ("**Barclays**"), which is authorised by the Prudential Regulation Authority and regulated in the United Kingdom by the FCA and the Prudential Regulation Authority, is acting exclusively for OCS and OCS Topco and no one else in connection with the matters set out in this Announcement and will not be responsible to anyone other than OCS and OCS Topco for providing the protections afforded to clients of Barclays nor for providing advice in relation to a possible offer or any other matter referred to in this Announcement.*

*RBC Europe Limited (trading as RBC Capital Markets) ("**RBC Capital Markets**") which is authorised by the Prudential Regulation Authority and regulated by the FCA and the Prudential Regulation Authority in the United Kingdom, is acting for OCS and OCS Topco and no one else in connection with the matters referred to in this Announcement and will not be responsible to anyone other than OCS and OCS Topco for providing the protections afforded to clients of RBC Capital Markets or for providing advice in connection with matters referred to in this Announcement. Neither RBC Capital Markets nor any of its affiliates, directors or employees owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, consequential, whether in contract, tort, in delict, under statute or otherwise) to any person who is not a client of RBC Capital Markets in connection with the Acquisition or any matter referred to herein.*

In accordance with the Code, normal United Kingdom market practice and Rule 14e-5(b) of the U.S. Exchange Act, Barclays and its affiliates will continue to act as exempt principal trader in Mitie securities on the London Stock Exchange. These purchases and activities by exempt principal traders which are required to be made public in the United Kingdom pursuant to the Code will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com. This information will also be publicly disclosed in the United States to the extent that such information is made public in the United Kingdom.

Further information

This Announcement is for information purposes only and is not intended to and does not constitute, or form part of, an offer to sell or an invitation to purchase any securities or the solicitation of an offer to buy, otherwise acquire, subscribe for, sell or otherwise dispose of any securities, pursuant to the Acquisition or otherwise, nor shall there be any purchase, sale, issuance or exchange of securities or such solicitation in any jurisdiction in which such offer, solicitation, sale, issuance or exchange would be unlawful prior to the registration or qualification under the laws of such jurisdiction. The Acquisition will be made solely by means of the Scheme Document or any document by which the Acquisition is made which will contain the full terms and Conditions of the Acquisition, including details of how to vote in respect of the Acquisition.

This Announcement has been prepared for the purpose of complying with English law, Scots law, the UK Listing Rules and the Code and the information disclosed may not be the same as that which would have been disclosed if this Announcement had been prepared in accordance with the laws of jurisdictions outside the United Kingdom.

Mitie will prepare the Scheme Document to be distributed to Mitie Shareholders at no cost to them. Mitie and OCS urge Mitie Shareholders to read the Scheme Document when it becomes available because it will contain important information relating to the Acquisition. Any decision to vote in respect of the resolutions to be proposed at the Court Meeting and the General Meeting should be based on the information contained in the Scheme Document.

If you are in any doubt about the contents of this Announcement or the 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 duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.

Each Mitie Shareholder is advised to consult its independent professional adviser regarding the tax consequences to it (or to its beneficial owners) of the Acquisition.

Overseas Shareholders

The release, publication or distribution of this Announcement in certain jurisdictions may be restricted by law. Persons who are not resident in the United Kingdom or who are subject to the laws of other jurisdictions should inform themselves of, and observe, any applicable requirements. Further details in relation to Overseas Shareholders will be contained in the Scheme Document. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.

The Acquisition relates to shares of a Scottish company and is proposed to be effected by means of a scheme of arrangement under the laws of Scotland. Neither the US proxy solicitation rules nor the tender offer rules under the U.S. Exchange Act apply to the Acquisition. Accordingly, the Acquisition is subject to the disclosure requirements, rules and practices applicable in the United Kingdom to schemes of arrangement, which differ from the requirements of US proxy solicitation or tender offer rules. However, if OCS were to elect to implement the Acquisition by means of a Takeover Offer, such Takeover Offer would be made in compliance with all applicable laws and regulations, including Section 14(e) of the U.S. Exchange Act and Regulation 14E thereunder.

Such a takeover would be made in the United States by OCS and no one else. In addition to any such Takeover Offer, OCS, certain affiliated companies and the nominees or brokers (acting as agents) may make certain purchases of, or arrangements to purchase, shares in Mitie outside such Takeover Offer during the period in which such Takeover Offer would remain open for acceptance. If such purchases or arrangements to purchase were to be made, they would be made outside the United States and would comply with applicable law, including the U.S. Exchange Act.

Mitie's financial statements, and all financial information that is included in this Announcement, or that may be included in the Scheme Document, have been prepared in accordance with international financial reporting standards and may not be comparable to financial statements of companies in the United States or other companies whose financial statements are prepared in accordance with US generally accepted accounting principles.

Unless otherwise determined by OCS or required by the Code and permitted by applicable law and regulation, the Acquisition will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the offer by any such use, means, instrumentality or form within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this Announcement and all documents relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this Announcement and all documents relating to the Acquisition (including custodians, nominees and trustees) must observe these restrictions and must not mail or otherwise distribute or send them in, into or from such jurisdictions where to do so would violate the laws in that jurisdiction.

The availability of the Acquisition to Mitie Shareholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are resident. Persons who are not resident in the United Kingdom should inform themselves of, and observe, any applicable requirements.

The Acquisition will be subject to the applicable requirements of the Code, the Panel, the London Stock Exchange and the FCA.

Forward looking statements

This Announcement, including information incorporated by reference in this Announcement, oral statements made regarding the Acquisition and other information published by OCS, OCS Topco, any member of the OCS Group, Mitie or any member of the Mitie Group, contains statements that are or may be deemed to be forward looking statements. Such forward looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and on numerous assumptions regarding the business strategies and the environment in which the OCS Group and the Mitie Group will operate in the future. These statements are based on the current expectations of the management of OCS, OCS Topco and Mitie and are naturally subject to uncertainty and changes in circumstances. All statements, including the expected timing and scope of the Acquisition, other than statements of historical facts included in this Announcement, may be forward looking statements. Without limitation, any statements preceded or followed by or that include the words "targets", "plans", "believes", "expects", "is expected to", "aims", "intends", "will", "may", "should", "would", "could", "anticipates", "estimates", "projects", "strategy", "prepares", "forecasts", "guidance", "scheduled", "budget", "goal", "cost-saving", "profits", "likely" or words or *terms of similar substance or the negative thereof are forward looking statements. Forward looking statements may include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses, operating performance and future prospects; (ii) business and management strategies and the expansion and growth of the OCS Group's or the Mitie Group's operations and potential synergies resulting from the Acquisition; and (iii) the effects of global economic conditions and government regulation on the OCS Group's or the Mitie Group's business.*

Such forward looking statements are not guarantees of future performance. By their nature, because they relate to events and depend on circumstances that will occur in the future, such forward looking statements involve risks and uncertainties that could significantly affect expected results and are based on certain key assumptions. Many factors could cause actual results and developments to differ materially from those projected or implied in any forward looking statements. These factors include, but are not limited to, the satisfaction of the conditions to the Acquisition, as well as additional factors, such as changes in political and economic conditions, changes in the level of capital investment, retention of key employees, changes in customer habits, success of business and operating initiatives and restructuring objectives, impact of any acquisitions or similar transactions, changes in customers' strategies and stability, competitive product and pricing measures, changes in the regulatory environment, fluctuations in interest and exchange rates, changes in tax rates, future business combinations or disposals, the impact of any epidemic, pandemic or disease outbreak, circumstances giving rise to termination rights in connection with the Acquisition, the possibility that one or more assumptions may prove incorrect and the outcome of any litigation. Other unknown or unpredictable factors could cause actual results to differ materially from those in the forward-looking statements. Such forward looking statements should therefore be construed in light of such factors.

Due to such uncertainties and risks, readers are cautioned not to place undue reliance on such forward looking statements, which speak only as of the date of this Announcement, and neither any member of the OCS Group nor any member of the Mitie Group (nor any of their respective directors, officers, employees or advisers) provides any representation, assurance or guarantee that the occurrence of the events expressed or implied by the forward looking statements will actually occur. Further, each member of the OCS Group and each member of the Mitie Group disclaims any obligation to update publicly or revise any forward looking or other statements contained herein, whether as a result of new information, future events or otherwise, except as required by applicable law.

All subsequent oral or written forward looking statements attributable to any member of the Wider OCS Group or the Wider Mitie Group, or any of their respective directors, officers, employees or advisers, are expressly qualified in their entirety by the cautionary statement above.

No profit forecasts or profit estimates

No statement in this Announcement is intended as a profit forecast or profit estimate for any period and no statement in this Announcement should be interpreted to mean that earnings or earnings per share for Mitie for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Mitie.

Dealing and Opening Position Disclosure Requirements of the Code

Under Rule 8.3(a) of the Code, any person who is interested in 1% or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the Offer Period and, if later, following the announcement in which any securities exchange offeror is first identified.

An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th Business Day following the commencement of the Offer Period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th Business Day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in 1% or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offerors, save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the Business Day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3 of the Code.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4 of the Code).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the Offer Period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

Information relating to Mitie Shareholders

Please be aware that addresses, electronic addresses and certain other information provided by Mitie Shareholders, persons with information rights and other relevant persons for the receipt of *communications from Mitie may be provided to OCS during the Offer Period as required under Section 4 of Appendix 4 to the Code to comply with Rule 2.11(c) of the Code.*

Publication on website and hard copies

This Announcement and the documents required to be published pursuant to Rule 26.1 of the Code will be available free of charge, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on both Mitie's and OCS's websites at www.mitie.com and www.ocs.com/recommended-offer respectively by no later than 12.00 p.m. on the Business Day following this Announcement. Neither the content of any website referred to in this Announcement nor the content of any website accessible from hyperlinks is incorporated into, or forms part of, this Announcement.

Mitie Shareholders and persons with information rights and participants in Mitie Share Plans may request a hard copy of this Announcement by contacting MUFG Corporate Markets on +44 371 664 0300. Calls outside the United Kingdom will be charged at the applicable international rate. Mitie Shareholders may also request that all future documents, announcements and information to be sent to them in relation to the Acquisition should be in hard copy form. If a Mitie Shareholder has received this Announcement in electronic form, hard copies of this Announcement and any document or information incorporated by reference into this Announcement will not be provided unless such a request is made.

Rule 2.9 Disclosure

In accordance with Rule 2.9 of the Code, Mitie confirms that as at close of business on 20 July 2026, being the last Business Day prior to the release of this Announcement, it had 1,301,201,584 Mitie Shares of 2.5 pence each in issue (excluding any Mitie Shares held in treasury). The ISIN reference for the Mitie Shares is GB0004657408 and Mitie's LEI number is 213800MTCLTKEHWZMJ03.

Rounding

Certain figures included in this Announcement have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

APPENDIX I

CONDITIONS AND FURTHER TERMS OF THE ACQUISITION

Part A: Conditions to the Scheme and the Acquisition

1 The Acquisition will be conditional upon the Scheme becoming unconditional and Effective, subject to the Code, by not later than the Long Stop Date.

Scheme Conditions

2 The Scheme will be subject to the following Conditions:

(a)

(i) its approval by a majority in number representing not less than 75 per cent. in value of Scheme Shareholders who are on the register of members of Mitie (or the relevant class or classes thereof) at the Scheme Voting Record Time, present and voting, whether in person or by proxy, at the Court Meeting and at any separate class meeting which may be required (or any adjournment thereof); and

(ii) such Court Meeting being held on or before the 22nd day after the expected date of the Court Meeting to be set out in the Scheme Document in due course (or such later date as may be agreed between OCS and Mitie or, in a competitive situation, specified by OCS with the consent of the Panel (and in either case (if required) that the Court may approve));

(b)

(i) the resolutions required to implement the Scheme (including the adoption of the Amended Mitie Articles) being duly passed at the General Meeting (or any adjournment thereof); and

(ii) such General Meeting being held on or before the 22nd day after the expected date of the General Meeting to be set out in the Scheme Document in due course (or such later date as may be agreed between OCS and Mitie or, in a competitive situation, specified by OCS with the consent of the Panel (and in either case (if required) that the Court may approve)); and

(c)

(i) the sanction of the Scheme by the Court (with or without modification (but subject to such modification being acceptable to OCS and Mitie)) and the delivery of a copy of the Court Order to the Registrar of Companies for registration; and

(ii) the Scheme Court Hearing being held on or before the 22nd day after the expected date of the Scheme Court Hearing (or such later date as may be agreed between OCS and Mitie or, in a competitive situation, specified by OCS with the consent of the Panel (and in either case (if required) that the Court may approve)).

General Conditions

3 In addition, subject as stated in Part B below and to the requirements of the Panel, the Acquisition will be conditional upon the following Conditions and, accordingly, the necessary actions to make the Scheme Effective will not be taken unless such Conditions (as amended, if appropriate) have been satisfied or, where relevant, waived:

Official authorisations, regulatory clearances and third-party clearances

CMA

(a) insofar as the Acquisition creates a relevant merger situation within the meaning of Section 23 of the Enterprise Act 2002 (the "**EA**"), either:

(i) that:

(A) the Competition and Markets Authority (the "**CMA**") providing written confirmation that the Acquisition and any matters arising therefrom will not be subject to a reference under section 33 or section 45 of the EA (a "**CMA Phase 2 Reference**") and nor does the CMA intend to seek or accept undertakings in lieu of a CMA Phase 2 Reference under section 73 of the EA; or

(B) the CMA providing written confirmation that it has decided to accept undertakings in lieu of a CMA Phase 2 Reference under section 73 of the EA; or

(C) the period within which the CMA is required to decide whether the duty to make a CMA Phase 2 Reference applies with respect to the Acquisition or any matters arising therefrom under section 34ZA of the EA having expired without such a decision having been made; or

(ii) in the event there is a CMA Phase 2 Reference, and OCS and Mitie both agree in writing not to cause the Scheme to lapse or terminate or the Panel does not allow OCS and Mitie to cause the Scheme to lapse or terminate, due to a failure to satisfy the Condition in paragraph 3(a)(i) above, written confirmation having been received from the CMA that:

(A) the Acquisition will not result in a substantial lessening of competition within any market in the United Kingdom; or

(B) the Acquisition will result in a substantial lessening of competition and that either no action is required or should be taken to remedy, mitigate or prevent such outcome, or that the Acquisition is permitted to proceed subject to undertakings or orders under sections 82 and 84 of the EA,

(the "**CMA Condition**");

European Commission

(b) insofar as the Acquisition constitutes a concentration with a European Union dimension falling within the scope of the EU Merger Regulation, the European Commission having:

(i) in the case of a Phase I review pursuant to Article 6 of the EU Merger Regulation, adopted a decision under Article 6(1)(b) or Article 6(2) of the EU Merger Regulation declaring the Acquisition compatible with the internal market; or

(ii) where the European Commission initiates a Phase II investigation pursuant to Article 6(1)(c) of the EU Merger Regulation, adopted a decision under Article 8(1) or Article 8(2) of the EU Merger Regulation declaring the Acquisition compatible with the internal market, either unconditionally or subject to conditions; or

(iii) in either case of paragraphs 3(b)(i) or 3(b)(ii), been deemed to have adopted such a decision pursuant to Article 10 of the EU Merger Regulation; or

(iv) the European Commission taking a decision (or being deemed to have taken a decision) to refer the whole or part of the Acquisition to the competent authorities of one or more Member States under Article 9 of the EU Merger Regulation; and

(A) each such authority taking a decision with equivalent effect to that referred to in paragraphs 3(b)(i), 3(b)(ii) or 3(b)(iii) with respect to those parts of the Acquisition referred to it; and

(B) the European Commission taking any of the decisions referred to in paragraphs 3(b)(i), 3(b)(ii) or 3(b)(iii) with respect to any part of the Acquisition retained by it,

(the "**EU Condition**");

UK National Security

(c) to the extent that a mandatory notification is required in relation to the Acquisition under the National Security and Investment Act 2021 (the "**NSIA**"), a notification having been accepted and**:**

(i) the Secretary of State confirming before the end of the review period that no further action will be taken in relation to the Acquisition; or

(ii) if the Secretary of State issues a call-in notice in relation to the Acquisition, OCS and Mitie receiving confirmation that the Secretary of State will take no further action in relation to the call-in notice and the Acquisition under the NSIA; or

(iii) the Secretary of State making a final order in relation to the Acquisition (and, to the extent relevant, all conditions or obligations contained in such an order necessary for completion of the Acquisition having been satisfied or complied with or any restriction preventing completion having been lifted or released),

(the "**UK National Security Condition**");

General Third Party approvals

(d) other than in respect of or in connection with the Conditions in paragraphs 3(a) to 3(c) above, the waiver (or non-exercise within any applicable time limits) by any relevant Third Party of any termination right, right of pre-emption, first refusal, consent requirement or other similar right (which is material in the context of the Wider Mitie Group taken as a whole or in the context of the Acquisition) arising as a result of or in connection with the Scheme or the Acquisition, including under or pursuant to any contract, agreement, arrangement, licence, permit, authorisation or other instrument, including, without limitation, its implementation and financing or the proposed direct or indirect acquisition of any shares or other securities in, or control or management of, Mitie by OCS or any member of the Wider OCS Group;

(e) other than in respect of or in connection with the Conditions in paragraphs 3(a) to 3(c) above, all necessary notifications, filings or applications having been made in connection with the Acquisition and all statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Acquisition or the acquisition by any member of the Wider OCS Group of any shares or other securities in, or control or management of, Mitie and all Authorisations required by applicable law for or in respect of the Acquisition including, without limitation, its implementation and financing or the proposed direct or indirect acquisition of any shares or other securities in, or control or management of, Mitie or any member of the Wider Mitie Group by any member of the Wider OCS Group having been obtained in terms and in a form satisfactory to OCS from all appropriate Third Parties or persons with whom any member of the Wider Mitie Group has entered into contractual arrangements and all such Authorisations deemed necessary or appropriate by OCS to carry on the business of any member of the Wider Mitie Group which are material in the context of the Wider OCS Group or the Wider Mitie Group as a whole or for or in respect of the Acquisition including, without limitation, its implementation or financing remaining in full force and effect and all filings necessary for such purpose having been made and there being no notice or intimation of any intention to revoke, suspend, restrict, modify or not to renew any of the same (x) where the Acquisition is implemented by way of a Scheme, immediately prior to the Scheme Court Hearing, and (y) where the Acquisition is implemented by way of a Takeover Offer, at the time at which the Takeover Offer otherwise becomes unconditional;

General antitrust, foreign investment and regulatory

(f) other than in respect of or in connection with the Conditions in paragraphs 3(a) to 3(c) above, no Third Party having given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference (and, in each case, not having withdrawn the same), or having required any action to be taken or otherwise having done anything, or having enacted, made or proposed any statute, regulation, decision or order, or change to published practice, or having taken any other action or step and there not continuing to be outstanding any statute, regulation, decision or order which, in each case, would or might reasonably be expected to:

(i) require, prevent or delay the divestiture, or materially alter the terms envisaged for any proposed divestiture by any member of the Wider OCS Group or any member of the Wider Mitie Group of all or any part of their respective businesses, assets or property or impose any limitation on the ability of any of them to conduct their respective businesses (or any of them) or to own any of their respective assets or properties (or any part thereof) which, in any such case, is material in the context of the Wider OCS Group or the Wider Mitie Group in either case taken as a whole or in the context of the Acquisition;

(ii) require, prevent or delay the divestiture by any member of the Wider OCS Group of any shares or other securities (or equivalent) in any member of the Wider OCS Group or the Wider Mitie Group;

(iii) impose any material limitation on, or result in a material delay in, the ability of any member of the Wider OCS Group directly or indirectly to acquire or to hold or to exercise effectively any rights of ownership in respect of shares or loans or securities convertible into shares or any other securities (or the equivalent) in any member of the Wider Mitie Group or the Wider OCS Group or to exercise voting or management control over any such member;

(iv) otherwise adversely affect the business, assets, profits or prospects of any member of the Wider OCS Group or of any member of the Wider Mitie Group to an extent which is material in the context of the Wider OCS Group or the Wider Mitie Group in either case taken as a whole or in the context of the Acquisition;

(v) make the Scheme or Acquisition or, in each case, its implementation or the acquisition or proposed acquisition by OCS or any member of the Wider OCS Group of any shares or other securities in, or control or management of, Mitie void, illegal, and/or unenforceable under the laws of any jurisdiction, or otherwise, directly or indirectly, restrain, restrict, prohibit or delay or otherwise to a material extent interfere with the implementation of, or impose additional conditions or obligations with respect to, or otherwise materially challenge, impede, interfere or require material amendment to the terms of, the Acquisition or the acquisition or proposed acquisition by OCS or any member of the Wider OCS Group of any shares or other securities in, or control or management of, Mitie;

(vi) require any member of the Wider OCS Group or the Wider Mitie Group to offer to acquire any shares or other securities (or the equivalent) or interest in any member of the Wider Mitie Group or the Wider OCS Group owned by any third party;

(vii) impose any limitation on the ability of any member of the Wider Mitie Group to conduct, integrate or co-ordinate its business, or any part of it, with all or any part of the businesses of any other member of the Wider Mitie Group which is adverse to and material in the context of the Wider Mitie Group taken as a whole or in the context of the Acquisition; or

(viii) result in any member of the Wider Mitie Group ceasing to be able to carry on business under any name under which it presently does so,

and all applicable waiting and other time periods (including any extensions thereof) during which any such Third Party could institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference or any other step under the laws of any jurisdiction in respect of the Scheme or the Acquisition or the acquisition or proposed acquisition of any Mitie Shares having expired, lapsed or been terminated;

Certain matters arising as a result of any arrangement, agreement etc.

(g) save as Disclosed, there being no provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Mitie Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, or any event or circumstance which in consequence of the Acquisition or the acquisition or proposed acquisition of any shares or other securities (or equivalent) in Mitie or because of a change in the control or management of any member of the Wider Mitie Group or otherwise, would reasonably be expected to result in any of the following to an extent which is material and adverse in the context of the Wider Mitie Group taken as a whole, or in the context of the Acquisition:

(i) any moneys borrowed by or any other indebtedness or liabilities (actual or contingent including, without limitation, guarantees, letters of credit and hedging contracts) of, or grant available to any member of the Wider Mitie Group, being or becoming repayable or capable of being declared repayable immediately or earlier than their or its stated maturity date or repayment date or the ability of any such member to borrow moneys or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;

(ii) any such agreement, arrangement, licence, permit or instrument or the rights, liabilities, obligations or interests of any member of the Wider Mitie Group thereunder being terminated or adversely modified or affected or any onerous obligation or liability arising or any adverse action being taken or arising thereunder;

(iii) any asset or interest of any member of the Wider Mitie Group being or failing to be disposed of or charged or ceasing to be available to any such member or any right arising under which any such asset or interest could be required to be disposed of or charged or could cease to be available to any such member otherwise than in the ordinary course of business;

(iv) save in the ordinary course of business, the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property, assets or interests of any member of the Wider Mitie Group or any such mortgage, charge or other security interest becoming enforceable;

(v) the rights, liabilities, obligations or interests of any member of the Wider Mitie Group, or the business of any such member with any other person, firm, company or body (or any arrangement or arrangements relating to any such interest or business), being terminated, adversely modified or adversely affected or becoming capable of being terminated, adversely modified or adversely affected or any onerous obligation or liability arising or any adverse action being taken thereunder;

(vi) the value of any member of the Wider Mitie Group or its financial or trading position or prospects being prejudiced or adversely affected;

(vii) any member of the Wider Mitie Group ceasing to be able to carry on business under any name under which it presently does so; or

(viii) the creation or acceleration of any liability, actual or contingent, by any member of the Wider Mitie Group (including any material tax liability or any obligation to obtain or acquire any material Authorisation, notice, waiver, concession, agreement or exemption from any Third Party or any person) other than trade creditors or other liabilities incurred in the ordinary course of business or in connection with the Acquisition,

and no event having occurred which, under any provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Mitie Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, would reasonably be expected to result in any of the events or circumstances as are referred to in sub-paragraphs (i) to (viii) of this paragraph 3(g);

Certain events occurring since Last Accounts Date

(h) save as Disclosed, no member of the Wider Mitie Group having, since the Last Accounts Date:

(i) other than as specified in the Co-operation Agreement and save as between Mitie and/or wholly-owned subsidiaries of Mitie or for Mitie Shares issued under or pursuant to the award of shares, exercise of options and vesting of awards in the ordinary course under the Mitie Share Plans, issued, agreed to issue, authorised or proposed the issue of additional shares of any class or other securities or transferred, sold or agreed to transfer or sell or authorised or proposed the transfer or sale of shares out of treasury;

(ii) save as between Mitie and/or wholly-owned subsidiaries of Mitie or for the grant of shares, options, awards or other rights in the ordinary course under the Mitie Share Plans, issued or agreed to issue, authorised or proposed the issue of securities convertible into, or exchangeable for, shares of any class or rights, warrants or options to subscribe for, or acquire, any such shares or convertible securities;

(iii) other than the Final Dividend and any other dividends or other distributions lawfully declared, paid or made (or to be declared, paid or made) to Mitie or to a wholly-owned subsidiary of Mitie, recommended, declared, paid or made, or resolved to recommend, declare, pay or make, any dividend or other distribution (payable in cash or otherwise) or made any bonus issue;

(iv) save for transactions between Mitie and/or wholly-owned subsidiaries of Mitie, disposed of, or transferred, mortgaged or charged, or created any security interest over any asset or any right, title or interest in any asset (including shares and trade investments) or authorised, proposed or announced any intention to do so other than in the ordinary course of business and to the extent that is, or could reasonably be expected to be, material in the context of the Wider Mitie Group taken as a whole or in the context of the Acquisition;

(v) save for transactions between Mitie and/or wholly-owned subsidiaries of Mitie, entered into in the ordinary course of business, entered into, implemented or authorised the entry into, any joint venture, asset or profit-sharing arrangement, partnership or merger of business or corporate entities, in each case, to an extent which is material in the context of the Wider Mitie Group taken as a whole or in the context of the Acquisition;

(vi) save for transactions between Mitie and/or wholly-owned subsidiaries of Mitie, made or authorised or proposed or announced an intention to propose any material change in its loan capital, in each case, to an extent which is material in the context of the Wider Mitie Group taken as a whole or in the context of the Acquisition;

(vii) save for transactions between Mitie and/or wholly-owned subsidiaries of Mitie, issued, authorised, proposed or announced an intention to authorise or propose the issue of any debentures or any change in or to the terms of any debentures or, save in the ordinary course of business, incurred or increased any indebtedness or become subject to any contingent liability which is, or could reasonably be expected to be, material in the context of the Wider Mitie Group taken as a whole or in the context of the Acquisition;

(viii) save for transactions between Mitie and/or wholly-owned subsidiaries of Mitie, purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect to the matters mentioned in sub-paragraphs (i) or (ii) of this paragraph 3(h) above, made any other change to any part of its share capital;

(ix) save for transactions between Mitie and/or wholly-owned subsidiaries of Mitie, implemented, effected, authorised, proposed or announced its intention to implement, effect, authorise or propose any reconstruction, merger, demerger, amalgamation, scheme, commitment or other transaction or arrangement otherwise than in the ordinary course of business in any such case to an extent which is, or could reasonably be expected to be, material in the context of the Wider Mitie Group taken as a whole or in the context of the Acquisition;

(x) entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, arrangement, agreement, transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, onerous or unusual nature or magnitude or which involves or could involve an obligation of such a nature or magnitude (other than in the ordinary course of business), in each case, to an extent which is material in the context of the Wider Mitie Group taken as a whole or in the context of the Acquisition;

(xi) (other than in respect of a member of the Wider Mitie Group which is dormant and was solvent at the relevant time) taken or proposed any corporate action or steps or had any legal proceedings started or threatened against it in relation to the suspension of payments, a moratorium of any indebtedness, or petition presented or order made for its winding-up, dissolution or reorganisation or for the appointment of a receiver, administrative receiver, administrator, manager, trustee or similar officer of all or any part of its assets or revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed, in each case, to an extent which is material in the context of the Wider Mitie Group taken as a whole or in the context of the Acquisition;

(xii) entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, arrangement, agreement, transaction or commitment which is or could reasonably be expected to be restrictive on the business of any member of the Wider Mitie Group or the Wider OCS Group (other than of a nature and extent which is normal in the context of the business concerned);

(xiii) terminated or varied the terms of any agreement or arrangement between any member of the Wider Mitie Group and any other person in a manner which would or might reasonably be expected to be materially adverse to the Wider Mitie Group taken as a whole or to be material in the context of the Acquisition;

(xiv) made any material alteration to its memorandum or articles of association or other incorporation documents (other than in connection with the Acquisition);

(xv) been unable, or admitted in writing that it is unable, to pay its debts or commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its indebtedness, or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business;

(xvi) made or agreed or consented to or procured any change to, or the custodian or trustee of any scheme having made a change to:

(A) the terms of the trust deeds constituting the pension scheme(s) established by any member of the Wider Mitie Group for its directors, employees or their dependents;

(B) the contributions payable to any such scheme(s) or to the benefits which accrue or to the pensions which are payable thereunder;

(C) the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or

(D) the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued or made; or

having carried out any act which would or could reasonably be expected to create a material debt owed by an employer to any such scheme(s) which would or could reasonably be expected to accelerate any obligation on any employer to fund or pay additional contributions to any such scheme(s) in any material respect, in each case, to the extent which is material in the context of the Wider Mitie Group taken as a whole or in the context of the Acquisition;

(xvii) save as agreed by the Panel (if required) and OCS, proposed, agreed to provide or modified the terms of any of the Mitie Share Plans, any other share option scheme, incentive scheme, retention scheme or other benefit (including compensation) constituting a material change relating to the employment or termination of employment of a material number of persons employed by the Wider Mitie Group or which constitutes a material change to the terms or conditions of employment of any senior employee of the Wider Mitie Group, save as: (A) a result of any change in applicable law; (B) in accordance with the terms of the Co-operation Agreement; or (C) otherwise agreed by the Panel (if required) and by OCS;

(xviii) taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of Mitie Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Code;

(xix) save as agreed by the Panel (if required) and OCS, entered into or varied in a material way the terms of, any contract, agreement or arrangement with any director or senior employee of any member of the Wider Mitie Group;

(xx) waived, compromised or settled any claim or regulatory proceedings (whether actual or threatened) which is material in the context of the Wider Mitie Group taken as a whole or in the context of the Acquisition otherwise than in the ordinary course of business; or

(xxi) entered into any contract, commitment, arrangement or agreement otherwise than in the ordinary course of business or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced any intention to, or proposed to, effect any of the transactions, matters or events referred to in this paragraph 3(h);

No adverse change, litigation or regulatory enquiry

(i) save as Disclosed, since the Last Accounts Date:

(i) no adverse change having occurred in the business, assets, financial or trading position, profits or prospects or operational performance of any member of the Wider Mitie Group which is material in the context of the Wider Mitie Group taken as a whole or in the context of the Acquisition and no circumstance having arisen which would or might reasonably be expected to result in such adverse change or deterioration;

(ii) no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Wider Mitie Group is or may become a party (whether as a plaintiff, defendant or otherwise) and no enquiry, review, investigation or other proceedings by, or complaint or reference to, any Third Party or other investigative body against or in respect of any member of the Wider Mitie Group having been instituted, announced, implemented or threatened by or against or remaining outstanding in respect of any member of the Wider Mitie Group which in any such case has had or might reasonably be expected to have a material adverse effect on the Wider Mitie Group taken as a whole or in the context of the Acquisition;

(iii) no contingent or other liability of any member of the Wider Mitie Group having arisen or become apparent to OCS or increased, other than in the ordinary course of business, which has had or would reasonably be expected to have a material adverse effect on the Wider Mitie Group taken as a whole or in the context of the Acquisition;

(iv) no enquiry or investigation by, or complaint or reference to, any Third Party having been threatened, announced, implemented, instituted by or remaining outstanding against or in respect of any member of the Wider Mitie Group which, in any case, is material in the context of the Wider Mitie Group taken as a whole or in the context of the Acquisition;

(v) no member of the Wider Mitie Group having conducted its business in breach of any applicable laws and regulations where such breach has had or might reasonably be expected to have a material adverse effect on the Wider Mitie Group as a whole or to be material in the context of the Acquisition; and

(vi) no steps having been taken and no omissions having been made which are reasonably likely to result in the withdrawal, cancellation, termination or modification of any licence or permit held by any member of the Wider Mitie Group which is necessary for the proper carrying on of its business where the withdrawal, cancellation, termination or modification of which has had, or would reasonably be expected to have, an adverse effect which is material in the context of the Wider Mitie Group taken as a whole or in the context of the Acquisition;

No discovery of certain matters

(j) save as Disclosed, OCS not having discovered:

(i) that any financial, business or other information concerning the Wider Mitie Group as contained in the information publicly disclosed at any time by or on behalf of any member of the Wider Mitie Group is materially misleading, contains a material misrepresentation of fact or omits to state a fact necessary to make that information not misleading and which was not subsequently corrected before the Announcement Date by disclosure either publicly or otherwise to OCS or its professional advisers, in each case, to the extent material in the context of the Wider Mitie Group taken as a whole or in the context of the Acquisition;

(ii) any member of the Wider Mitie Group or partnership, company or other entity in which any member of the Wider Mitie Group has a significant economic interest and which is not a subsidiary undertaking of Mitie is, other than in the ordinary course of business, subject to any liability (contingent or otherwise) to the extent which is material in the context of the Wider Mitie Group taken as a whole or in the context of the Acquisition; or

(iii) any information which affects the import of any information disclosed at any time by or on behalf of any member of the Wider Mitie Group and which is material in the context of the Wider Mitie Group taken as a whole or in the context of the Acquisition;

(k) save as Disclosed, and in each case to an extent which is material in the context of the Wider Mitie Group taken as a whole or in the context of the Acquisition, OCS not having discovered that:

(i) any past or present member of the Wider Mitie Group has failed to comply in any material respect with any applicable law, legislation, regulation or other requirements of any jurisdiction with regard to the use, treatment, handling, storage, carriage, disposal, spillage, release, discharge, leak or emission of any waste or hazardous substance or any substance likely to impair the environment or harm human health or animal health or otherwise relating to environmental matters or the health and safety of humans, or that there has otherwise been any such use, treatment, handling, storage, carriage, disposal, spillage, release, discharge, leak or emission (whether or not the same constituted a non-compliance by any person with any such legislation or regulations, and wherever the same may have taken place) any of which storage, carriage, disposal, spillage, release, discharge, leak or emission would be likely to give rise to any material liability (actual or contingent) or cost on the part of any member of the Wider Mitie Group;

(ii) there is, or is likely to be, for any reason whatsoever, any obligation or liability (actual or contingent) of any past or present member of the Wider Mitie Group to make good, remediate, repair, reinstate or clean up any property, asset or any controlled waters now or previously owned, occupied, operated or made use of or controlled by any past or present member of the Wider Mitie Group (or on its behalf) or by any person for which a member of the Wider Mitie Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had an interest, under any environmental legislation, common law, regulation, notice, circular, Authorisation or order of any Third Party or any other person or body in any jurisdiction or to contribute to the cost thereof or associated therewith or indemnify any person in relation thereto;

(iii) circumstances exist (whether as a result of the making of the Acquisition or otherwise) which would be reasonably likely to lead to any Third Party instituting, or whereby any member of the Wider OCS Group or any present or past member of the Wider Mitie Group would be likely to be required to institute, an environmental audit or take any other steps which would in any such case be reasonably likely to result in any liability (whether actual or contingent) to improve, modify existing or install new plant, machinery or equipment or carry out changes in the processes currently carried out or make good, remediate, repair, reinstate or clean up any land or other asset currently or previously owned, occupied or made use of by any past or present member of the Wider Mitie Group (or on its behalf) or by any person for which a member of the Wider Mitie Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had an interest; or

(iv) circumstances exist whereby a person or class of persons would be likely to have any claim or claims in respect of any assets, rights, product or process of manufacture or creation, or materials or rights used or licensed therein, currently or previously manufactured, created, sold, licensed, used or carried out by any past or present member of the Wider Mitie Group which claim or claims would be likely, materially and adversely, to affect any member of the Wider Mitie Group; and

Anti-corruption, economic sanctions, criminal property and money laundering

(l) save as Disclosed, OCS not having discovered that (to an extent which is material in the context of the Wider Mitie Group taken as a whole):

(i) (A) any past or present member, director, officer or employee of the Wider Mitie Group is or has, in each case only in connection with their membership of or employment at or engagement by any member of the Wider Mitie Group, engaged in any activity, practice or conduct which would constitute an offence under or violation of the Bribery Act 2010, the U.S. Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption or anti-bribery law, rule or regulation or any other applicable law, rule, or regulation concerning improper payments or kickbacks or (B) any person that performs or has performed services for or on behalf of any member of the Wider Mitie Group is or has at any time engaged in any activity, practice or conduct in connection with the performance of such services which would constitute an offence under or violation of the Bribery Act 2010, the U.S. Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption or anti-bribery law, rule or regulation or any other applicable law, rule, or regulation concerning improper payments or kickbacks; or

(ii) any asset of any member of the Wider Mitie Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition) or proceeds of crime under any other applicable law, rule, or regulation concerning money laundering or proceeds of crime or any member of the Wider Mitie Group is found to have engaged in activities constituting money laundering under any applicable law, rule, or regulation concerning money laundering; or

(iii) any past or present member, director, officer or employee of the Wider Mitie Group, or any other person for whom any such person may be liable or responsible, is or has, in each case only in connection with their membership of or employment or engagement by any member of the Wider Mitie Group, engaged in any conduct which would violate applicable economic sanctions or dealt with, made any investments in, made any funds or assets available to or received any funds or assets from:

(A) any government, entity or individual in respect of which U.S., UK or European Union persons, or persons operating in those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by US, UK or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control or HM Treasury; or

(B) any government, entity or individual targeted or covered by any of the economic sanctions of the United Nations, the United States, the United Kingdom, the European Union or any of its Member States or any other governments or supranational body or authority in any jurisdiction, save that this shall not apply if and to the extent that it is or would be unenforceable by reason of breach of any applicable Blocking Law; or

(iv) any past or present member, director, officer or employee of the Wider Mitie Group, or any other person for whom any such person may be liable or responsible, in each case only in connection with their membership of or employment or engagement by any member of the Wider Mitie Group:

(A) has engaged in conduct which would violate any relevant anti-terrorism laws, rules, or regulations, including but not limited to the U.S. Anti-Terrorism Act;

(B) has engaged in conduct which would violate any relevant anti-boycott law, rule, or regulation or any applicable export controls, including but not limited to the Export Administration Regulations administered and enforced by the US Department of Commerce or the International Traffic in Arms Regulations administered and enforced by the US Department of State;

(C) has engaged in conduct which would violate any relevant laws, rules, or regulations concerning human rights, including but not limited to any law, rule, or regulation concerning false imprisonment, torture or other cruel and unusual punishment, or child labour; or

(D) is debarred or otherwise rendered ineligible to bid for or to perform contracts for or with any government, governmental instrumentality, or international organisation or found to have violated any applicable law, rule, or regulation concerning government contracting or public procurement; or

(v) any member of the Wider Mitie Group is or has been engaged in any transaction which would cause OCS or any other member of the Wider OCS Group to be in breach of any law or regulation upon Completion, including but not limited to the economic sanctions of the United States Office of Foreign Assets Control or HM Treasury or any other relevant government authority.

Part B: Certain further terms of the Acquisition

1 OCS reserves the right in its sole discretion to waive, in whole or in part, any or all of:

(a) the deadlines set out in paragraphs 2(a)(ii), 2(b)(ii) or 2(c)(ii) of Part A of this Appendix I for the timing of the Court Meeting, General Meeting and/or the Scheme Court Hearing. If any such deadline is not met, OCS will make an announcement by 8.00 a.m. on the Business Day following such deadline stating whether it has invoked the relevant Condition, waived that Condition or, with the agreement of Mitie or with the consent of the Panel, specified a new date by which that Condition must be satisfied; and

(b) the Conditions set out in paragraph 3 of Part A of this Appendix I.

2 The Conditions in paragraphs 1, 2(a)(i), 2(b)(i) and 2(c)(i) of Part A of this Appendix I may not be waived.

3 The Scheme will be subject to the fulfilment (or waiver, if permitted) of the Conditions (in particular the Material Regulatory Conditions highlighted in paragraph 7) set out in Part A of this Appendix I, to the further terms set out in this Part B of Appendix I, to the full terms and conditions which will be set out in the Scheme Document, and such further terms as may be required to comply with the provisions of the Code.

4 OCS will be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or to treat as fulfilled any of the Conditions in paragraph 3 of Part A of this Appendix I by a date earlier than the latest date for the fulfilment or waiver of that Condition specified above, notwithstanding that the other Conditions may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.

5 Under Rule 13.5(a) of the Code and subject to paragraph 6 below, OCS may only invoke a Condition so as to cause the Acquisition not to proceed, to lapse or to be withdrawn with the consent of the Panel. The Panel will normally only give its consent if the circumstances which give rise to the right to invoke the Condition are of material significance to OCS in the context of the Acquisition. This will be judged by reference to the facts of each case at the time that the relevant circumstances arise.

6 The Conditions in paragraphs 1 and 2 of Part A of this Appendix I and, if applicable, any acceptance condition if the Acquisition is implemented by means of a Takeover Offer are not subject to Rule 13.5(a) of the Code. The attention of Mitie Shareholders is particularly drawn to the Material Regulatory Conditions as highlighted and described in paragraph 7 of this Announcement.

7 Any Condition that is subject to Rule 13.5(a) of the Code may be waived by OCS.

8 Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.

9 The Mitie Shares acquired under the Acquisition will be acquired fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid, or any other return of capital (whether by reduction of share capital or share premium account or otherwise) made on or after the Announcement Date and before the Effective Date, save for the Final Dividend.

10 Except for the Final Dividend, if, on or after the Announcement Date and on or prior to the Effective Date, any dividend, distribution or other return of capital is declared, made, paid or becomes payable to Mitie Shareholders, OCS reserves the right (without prejudice to any right of OCS, with the consent of the Panel, to invoke the Condition in paragraph 3(h)(iii) of Part A of this Appendix I) to reduce the consideration payable under the Acquisition to reflect the aggregate amount of such dividend, distribution or other return of capital. In such circumstances, Mitie Shareholders would be entitled to receive and retain any such dividend, distribution or other return of capital declared, made or paid.

If and to the extent that any such dividend, distribution or other return of capital is declared, paid or made or becomes payable on or prior to the Effective Date and OCS exercises its rights under this paragraph 10 to reduce the consideration payable under the Acquisition, any reference in this Announcement to the consideration payable under the terms of the Acquisition will be deemed to be a reference to the consideration as so reduced.

If and to the extent that any such dividend, distribution or other return of capital has been proposed, authorised, declared or announced but not paid or made or is not payable by reference to a record date on or prior to the Effective Date or will be (i) transferred pursuant to the Acquisition on a basis which entitles OCS to receive the dividend, distribution or other return of capital and to retain it; or (ii) cancelled, the consideration payable under the terms of the Acquisition will not be subject to change in accordance with this paragraph 10.

Any exercise by OCS of its rights referred to in this paragraph 10 will be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the Acquisition.

11 OCS reserves the right to elect (with the consent of the Panel, and subject to the terms of the Co-operation Agreement) to implement the Acquisition by way of a Takeover Offer for the Mitie Shares as an alternative to the Scheme. In such event, the Takeover Offer will be implemented on the same terms and conditions, so far as applicable, and subject to the terms of the Co-operation Agreement, as those which would apply to the Scheme, subject to appropriate amendments including an acceptance condition set at 90 per cent. of the shares to which such Takeover Offer relates (or such other percentage (being more than 50 per cent.) as OCS may, in accordance with the provisions of the Co-operation Agreement, decide or as required by the Panel). If sufficient acceptances of such Takeover Offer are received and/or sufficient Mitie Shares are otherwise acquired, it is the intention of OCS to apply the provisions of the Companies Act to acquire compulsorily any outstanding Mitie Shares to which such Takeover Offer relates.

12 If OCS is required by the Panel to make an offer for Mitie Shares under the provisions of Rule 9 of the Code, OCS may make such alterations to any of the Conditions and terms of the Acquisition as are necessary to comply with the provisions of that Rule.

13 The availability of the Acquisition to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions. Persons who are not resident in the United Kingdom should inform themselves about and observe any applicable requirements.

14 The Acquisition is not being made, directly or indirectly, in, into or from, or by use of the mails of, or by any means of instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any jurisdiction where to do so would violate the laws of that jurisdiction.

15 The Scheme is governed by the laws of Scotland and is subject to the jurisdiction of the Court and to the Conditions (in particular the Material Regulatory Conditions highlighted in paragraph 7) and further terms set out in this Appendix I and to be set out in the Scheme Document. The Acquisition is subject to the applicable requirements of the Code, the Panel, the UK Listing Rules, the London Stock Exchange and the FCA.

APPENDIX II

SOURCES OF INFORMATION AND BASES OF CALCULATION

1 As at close of business on 20 July 2026 (being the last Business Day prior to the date of this Announcement), there were 1,301,201,584 Mitie Shares in issue (excluding any Mitie Shares held in treasury).

2 The value attributed to the fully diluted issued share capital of Mitie of £3.1 billion is based on the Acquisition Value of 221.6 pence per Mitie Share and:

2.1 1,301,201,584 Mitie Shares in issue on 20 July 2026 (being the last Business Day prior to the date of this Announcement) (excluding any Mitie Shares held in treasury); plus

2.2 120,454,122 Mitie Shares, being the maximum number of Mitie Shares that is estimated to be issued or transferred out of treasury on or after the date of this Announcement to satisfy the exercise of options or vesting of awards pursuant to the Mitie Share Plans which are outstanding at 20 July 2026 (being the last Business Day prior to the date of this Announcement); less

2.3 30,439,574 Mitie Shares held by the Mitie employee benefit trust that can be used to satisfy the exercise of options or vesting of awards pursuant to the Mitie Share Plans.

3 The Acquisition Value of 221.6 pence per Mitie Share is based on the aggregate of the Acquisition Price of 218.5 pence per Mitie Share and the Final Dividend of 3.1 pence per Mitie Share. The Acquisition Value assumes that the Final Dividend will be declared and paid in full.

4 The Closing Price on 20 July 2026 and the closing Mitie Share price on 14 April 2026 are each taken from the Daily Official List.

5 Volume-weighted average prices have been derived from Bloomberg and have been rounded to the nearest single decimal place.

6 The volume-weighted average price of a Mitie share for the 3-month period ended 20 July 2026 is derived from Bloomberg reported volume data and estimated from the end of 20 April 2026 to the end of 20 July 2026 (being the last Business Day prior to the date of this Announcement).

7 The volume-weighted average price of a Mitie share for the 6-month period ended 20 July 2026 is derived from Bloomberg reported volume data and estimated from the end of 20 January 2026 to the end of 20 July 2026 (being the last Business Day prior to the date of this Announcement).

8 Unless otherwise stated, the financial information relating to Mitie is extracted or derived (without material adjustment) from the audited consolidated financial statements of Mitie for the financial year ended 31 March 2026.

9 The market capitalisation of Mitie is calculated on the basis of the issued share capital of Mitie (as set out in paragraph 1 above) and the Closing Price on 20 July 2026.

10 The combined revenues for the calendar year ended 31 December 2025 of approximately £8.5 billion referred to in the section titled “Key highlights” and paragraph 4 of this Announcement are calculated as the sum of:

10.1 OCS’s revenue for the year ended 31 December 2025, as derived from the audited statutory accounts of OCS Topco and adjusted for the disclosed full-year contribution of the EMCOR (UK) business, acquired on 1 December 2025, for the same period; and

10.2 an estimate of Mitie’s revenue for the calendar year ended 31 December 2025, calculated as (a) Mitie's revenue for the financial year ended 31 March 2025; plus (b) Mitie's revenue for the nine months ended 31 December 2025; less (c) Mitie’s revenue for the nine months ended 31 December 2024 (as restated), in each case as derived from Mitie’s annual report and accounts for the financial year ended 31 March 2026 and Mitie's trading update for the nine months ended 31 December 2025 published on 27 January 2026. The estimate does not represent Mitie's actual reported revenue for the calendar year ended 31 December 2025.

11 The reference to the OCS Group’s value of approximately £3.3 billion in paragraph 9 of this Announcement is derived from revenues in the OCS Group's management accounts for the current financial year. This figure includes the expected full-year contribution of the EMCOR (UK) business acquired in 2025.

APPENDIX III

DETAILS OF IRREVOCABLE UNDERTAKINGS

Mitie Directors

Name of Mitie Director	Number of Mitie Shares in respect of which undertaking is given	Percentage of Mitie's issued share capital
Christopher Rogers	194,000	0.01%
Jennifer Duvalier	95,665	0.01%
Phil Bentley	13,605,747[1]	1.05%
Simon Kirkpatrick	850,459[2]	0.07%
Penelope James	47,091	0.00%
Chetan Patel	100,864	0.01%
Mary Reilly	134,640	0.01%
Ommasalma Shah	39,715	0.00%

[1] Includes 13,423 shares held in the SIP trust.
[2] Aggregate of 820,938 shares held by Simon Kirkpatrick and 29,521 shares held by Helen Kirkpatrick.

The Mitie Directors listed above have given irrevocable undertakings to vote in favour of the Scheme and the resolutions to be proposed at the General Meeting or, in the event the Acquisition is effected by way of a Takeover Offer, to accept or procure the acceptance of the Takeover Offer in accordance with the procedure set out in the relevant offer document containing such Takeover Offer in respect of 15,068,181 Mitie Shares (representing approximately 1.2 per cent. of Mitie's existing issued share capital (excluding any Mitie Shares held in treasury) as at 20 July 2026 (being the last Business Day prior to the date of this Announcement)).

The irrevocable undertakings given by the Mitie Directors cease to be binding if: (i) the Announcement is not released by 5.00 p.m. (London time) on 21 July 2026 (or such later date as Mitie and OCS may agree); (ii) OCS announces, with the consent of the Panel, and before the Scheme Document is published, that it does not intend to proceed with the Acquisition and no new, revised or replacement Scheme is announced in accordance with Rule 2.7 of the Code; (iii) the Scheme Document or relevant offer document (as applicable) is not posted within 28 days of the Announcement or, following a switch in structure, the announcement of that switch (or such longer period permitted by the Panel); (iv) the Acquisition does not become Effective or unconditional (as applicable) on or before the Long Stop Date or any later agreed date; (v) the Scheme or Takeover Offer lapses or is withdrawn (excluding any suspension of the applicable timetable) and either OCS announces that it does not intend to proceed with the Acquisition or no new, revised or replacement Scheme or Takeover Offer is announced in accordance with the Code within 10 Business Days; or (vi) (x) any other scheme of arrangement under Part 26 or Part 26A of the Companies Act in respect of Mitie becomes effective; or (y) any other offer for Mitie becomes or is declared unconditional.

Subject to the above, the terms of the irrevocable undertakings from each of the Mitie Directors will continue to be binding in the event a higher competing offer is made for Mitie.

Mitie Shareholders

OCS has received a commitment in respect of Oasis Management Company Ltd's interests in cash-settled total return swaps in respect of 129,413,285 Mitie Shares, constituting approximately 9.9 per cent. of Mitie's issued share capital (excluding any Mitie Shares held in treasury) as at 20 July 2026 (being the last Business Day prior to the date of this Announcement) that, in the event that Oasis Management Company Ltd acquires any of such underlying Mitie Shares (whether in connection with the settlement of such swaps or otherwise), such underlying Mitie Shares would become subject to the irrevocable undertaking given by Oasis Management Company Ltd to vote in favour of the Scheme at the Court Meeting and the resolutions to be proposed at the General Meeting. These cash-settled total return swaps do not confer an entitlement to exercise the voting rights attaching to the underlying Mitie Shares.

The irrevocable undertaking from Oasis Management Company Ltd will cease to be binding if: (i) the Announcement is not released by 5.00 p.m. (London time) on 21 July 2026; (ii) the Scheme Document or Takeover Offer document is not sent within 28 days of the Announcement; (iii) OCS announces that it will not proceed and no replacement offer is announced at the same time; (iv) the Scheme lapses or is withdrawn without an immediate switch to a Takeover Offer; (v) a competing offer becomes effective or unconditional; or (vi) the Acquisition does not become effective or unconditional by the Long Stop Date or any permitted extension.

In addition, the irrevocable undertaking given by Oasis Management Company Ltd shall terminate in the event that, prior to the Scheme becoming effective or the Takeover Offer being declared unconditional, a third party announces: (i) a firm intention pursuant to Rule 2.7 of the Code to acquire the entire issued and to be issued ordinary share capital of Mitie; or (ii) the terms of a transaction which is subject to a Rule 9 waiver under which Mitie issues new shares as consideration for an acquisition (as described in Note 1 to the Notes on Dispensations from Rule 9 of the Code), and in either case the consideration under such proposal represents, in the reasonable opinion of Oasis Management Company Ltd, more than 221.6 pence per Mitie Share.

APPENDIX IV

DEFINITIONS

The following definitions apply throughout this Announcement unless the context requires otherwise:

"**Acquisition**"	the recommended cash acquisition pursuant to which OCS will acquire the entire issued and to be issued share capital of Mitie;
"**Acquisition Price**"	218.5 pence per Mitie Share;
"**Acquisition Value**"	up to 221.6 pence per Mitie Share, being the sum of the Acquisition Price and the Final Dividend;
"**Amended Mitie Articles**"	the articles of association of Mitie as at the Announcement Date, as amended to incorporate provisions requiring any Mitie Shares issued at or after the Scheme Record Time (other than to OCS and/or its nominees) to be automatically transferred to OCS on the same terms as the Acquisition (other than to timings and formalities), such proposed amendments to be set out in full in the notice of the General Meeting;
"**Announcement**"	this Announcement made in accordance with Rule 2.7 of the Code;
"**Announcement Date**"	21 July 2026;
"**Ardea Partners**"	Ardea Partners International LLP;
"**Authorisation**"	an authorisation, order, grant, recognition, determination, confirmation, consent, licence, clearance, permission, exemption or approval;
"**Barclays**"	Barclays Bank PLC, acting through its Investment Bank;
"**Blocking Law**"	(i) any provision of Council Regulation (EC) No. 2271/1996 (or any law or regulation implementing such Regulation in any member state of the European Union); (ii) any provision of Council Regulation (EC) No. 2271/1996 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018; or (iii) any similar blocking or anti-boycott law in any jurisdiction;
"**Board of Directors**", "**Board**" or "**board**"	the board of directors of the relevant company;
"**Business Day**"	a day (other than Saturdays, Sundays and public holidays in England and Scotland) on which banks are open for business in London and Edinburgh;

"**CD&R**"	Clayton, Dubilier & Rice, LLC as manager to the CD&R Funds;
"**CD&R Funds**"	Clayton, Dubilier & Rice Fund XI, L.P., Clayton, Dubilier & Rice Fund XI-A, L.P., Clayton, Dubilier & Rice XI (Scotland), L.P. and CD&R Advisor Fund XI, L.P.;
"**Clean Team Agreement**"	the clean team agreement entered into between OCS Topco, CD&R and Mitie on 5 June 2026;
"**Closing Price**"	the closing middle market price of a Mitie Share on a particular trading day as derived from the Daily Official List;
"**CMA**"	the UK Competition and Markets Authority;
"**CMA Condition**"	has the meaning given in paragraph 3(a) of Appendix I to this Announcement;
"**CMA Phase 2 Reference**"	has the meaning given in paragraph 3(a) of Appendix I to this Announcement;
"**Code**"	the City Code on Takeovers and Mergers;
"**Companies Act**"	the Companies Act 2006, as amended;
"**Completion**"	completion of the Acquisition;
"**Conditions**"	the conditions to the implementation of the Acquisition, as set out in Appendix I to this Announcement (including the Material Regulatory Conditions highlighted in paragraph 7) and to be set out in the Scheme Document;
"**Confidentiality Agreement**"	the confidentiality agreement entered into between OCS Topco and Mitie on 21 April 2026;
"**Co-operation Agreement**"	the co-operation agreement entered into between OCS, OCS Topco, the CD&R Funds and Mitie on the Announcement Date;
"**Court Meeting**"	the meeting of Mitie Shareholders to be convened pursuant to an order of the Court under the Companies Act for the purpose of considering and, if thought fit, approving the Scheme, including any adjournment thereof;
"**Court**"	the Court of Session in Edinburgh at Parliament House, Parliament Square, Edinburgh, EH1 1RQ;
"**Court Order**"	the order of the Court sanctioning the Scheme;
"**CREST**"	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear UK & International Limited;

"**CSP**"	the Mitie Conditional Share Plan, as amended from time to time;
"**Daily Official List**"	the Daily Official List published by the London Stock Exchange;
"**DBP**"	the Mitie Deferred Bonus Plan, as amended from time to time;
"**Dealing Disclosure**"	has the same meaning as in Rule 8 of the Code;
"**Delisting**"	has the meaning given in paragraph 13 of this Announcement;
"**Disclosed**"	the information disclosed by, or on behalf, of Mitie, (i) in the annual report and accounts of the Mitie Group for the financial year ended 31 March 2026; (ii) in any other announcement to a Regulatory Information Service by, or on behalf of Mitie prior to the Announcement Date; (iii) filings made with the Registrar of Companies and appearing on Mitie's file at Companies House within the two years ending on the Announcement Date; (iv) as otherwise fairly disclosed to OCS (or its respective officers, employees, agents or advisers) in writing on or prior to the date of this Announcement (including all matters fairly disclosed in the written replies, correspondence, documentation and information provided in an electronic data room or sent to OCS or any of its professional advisers during the due diligence process and whether or not in response to any specific request for information made by OCS or any of its professional advisers); or (v) in this Announcement;
"**EA**"	the Enterprise Act 2002;
"**EDP**"	the Mitie Enhanced Delivery Plan, as approved by Shareholders in 2021 and as amended from time to time;
"**Effective**"	either: (i) if the Acquisition is implemented by way of a Scheme, the Scheme having become effective pursuant to its terms; or (ii) if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer having been declared or having become unconditional in accordance with the requirements of the Code;
"**Effective Date**"	the date on which the Acquisition becomes Effective in accordance with its terms;

“**Enlarged Group**”	the enlarged group comprising the OCS Group and the Mitie Group following the Acquisition;
“**EU Condition**”	has the meaning given in paragraph 3(b) of Appendix I to this Announcement;
“**EU Merger Regulation**”	Council Regulation (EC) No. 139/2004 (as amended);
“**Excluded Shares**”	any Mitie Shares (i) registered in the name of, or beneficially owned by, OCS or any other member of the Wider OCS Group or their respective nominees or (ii) held in treasury by Mitie, in each case at the Scheme Record Time;
“**Executive Director Retention Awards**”	has the meaning given in paragraph 13 of this Announcement;
“**FCA**”	the Financial Conduct Authority;
“**Final Dividend**”	the final dividend announced by Mitie on 4 June 2026 of up to 3.1 pence per Mitie Share in respect of the financial year ended 31 March 2026 and expected to be paid on 27 August 2026;
“**General Meeting**”	the general meeting of Mitie Shareholders (including any adjournment thereof) to be convened in connection with the Scheme;
“**Joint Defence Agreement**”	the joint defence agreement entered into between OCS Topco, CD&R and Mitie on 5 June 2026;
“**Last Accounts Date**”	31 March 2026;
“**Lazard**”	Lazard & Co., Limited;
“**London Stock Exchange**”	the London Stock Exchange plc;
“**Long Stop Date**”	21 July 2027 (or such later date (if any) as OCS may, with the agreement of Mitie or with the consent of the Panel, specify and which (if required) the Court may approve);
“**LTIP**”	the Mitie Long Term Incentive Plan 2015, as approved by Shareholders in 2024 and as amended from time to time;
“**Material Regulatory Conditions**”	the CMA Condition, the EU Condition and the UK National Security Condition, as set out in paragraphs 3(a) to 3(c) (inclusive) of Part A of Appendix I to this Announcement;
“**Meetings**”	the Court Meeting and the General Meeting and “**Meeting**” means any of them;
“**Member State**”	a member state of the European Union from time to time;
“**Mitie**” or “**Company**”	Mitie Group plc;

“**Mitie AGM**”	the annual general meeting of Mitie for the financial year ended 31 March 2026 to be held on 21 July 2026;
“**Mitie Directors**”	the directors of Mitie;
“**Mitie Group**”	Mitie and its subsidiaries and subsidiary undertakings from time to time;
“**Mitie Share Plans**”	the CSP, DBP, EDP, LTIP, RSP, Sharesave and SIP;
“**Mitie Shareholders**” or “**Shareholders**”	the holders of Mitie Shares;
“**Mitie Shares**”	the existing unconditionally allotted or issued and fully paid ordinary shares of 2.5 pence each in the capital of Mitie and any further such ordinary shares which are unconditionally allotted or issued before the Acquisition becomes Effective;
“**NSIA**”	the National Security and Investment Act 2021;
“**OCS**”	OCS Group International Limited, a company incorporated in England and Wales (registered number 02946849);
“**OCS Group**”	OCS Topco and its subsidiaries and subsidiary undertakings from time to time;
“**OCS Topco**”	OCS Group Topco Limited, a company incorporated in England and Wales (registered number 14111894);
“**Offer Period**”	the offer period (as defined in the Code) relating to Mitie, which commenced on the date of this Announcement;
“**Official List**”	the Official List maintained by the FCA;
“**Opening Position Disclosure**”	has the same meaning as in Rule 8 of the Code;
“**Overseas Shareholders**”	Mitie Shareholders (or nominees of, or custodians or trustees for Mitie Shareholders) not resident in, or nationals or citizens of, the United Kingdom;
“**Panel**”	the Panel on Takeovers and Mergers;
“**Peel Hunt**”	Peel Hunt LLP;
“**Pension Schemes**”	has the meaning given in paragraph 11 of this Announcement;
“**Post-Completion Review**”	has the meaning given in paragraph 11 of this Announcement;
“**Public Sector Schemes**”	has the meaning given in paragraph 11 of this Announcement;
“**RBC Capital Markets**”	RBC Europe Limited (trading as RBC Capital Markets);

"**Registrar of Companies**"	the Registrar of Companies for Scotland;
"**Regulatory Authority**"	means any central bank, ministry, governmental, quasi-governmental, supranational, statutory, court, regulatory, administrative or investigative body, agency or authority, including, but not limited to, those exercising powers in relation to anti-trust, competition or merger control, regulatory (including financial regulatory), taxing, importing or foreign investment matters, or any other authority, trade agency, association, institution or professional or environmental or health and safety body, in any relevant jurisdiction (including, but not limited to, the FCA, the Prudential Regulation Authority and the CMA) and any other regulatory authority (in each case) whose consent, or with whom a submission, filing or notification, is necessary in order to satisfy any of the Conditions;
"**Regulatory Conditions**"	means the Conditions set out in paragraphs 3(a) to 3(f) (inclusive) of Part A of Appendix I to this Announcement (if and to the extent that, in the case of paragraphs 3(d) and 3(f), the relevant Third Party under those Conditions is a Regulatory Authority);
"**Regulatory Information Service**"	any information service authorised from time to time by the FCA for the purpose of disseminating regulatory announcements;
"**relevant securities**"	relevant securities (as defined in the Code) of Mitie;
"**Restricted Jurisdiction**"	any jurisdiction where local law or regulation may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Acquisition is sent or made available to Mitie Shareholders in that jurisdiction;
"**Retention Awards**"	has the meaning given in paragraph 13 of this Announcement;
"**RSP**"	the Retention Share Plan operated under the CSP;
"**Scheme**"	the scheme of arrangement proposed to be made under Part 26 of the Companies Act between Mitie and the Scheme Shareholders, with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by Mitie and OCS;
"**Scheme Court Hearing**"	the Court hearing at which the Court Order is sought;
"**Scheme Document**"	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;

"**Scheme Record Time**"	the time and date specified in the Scheme Document, expected to be 6.00 p.m. on the Business Day immediately prior to the Effective Date (or such other date and/or time as OCS and Mitie may agree);
"**Scheme Shareholders**"	the holders of Scheme Shares;
"**Scheme Shares**"	all Mitie Shares: (i) in issue at the date of the Scheme Document; (ii) (if any) issued after the date of the Scheme Document but before the Scheme Voting Record Time; and (iii) (if any) issued at or after the Scheme Voting Record Time and before the Scheme Record Time on terms that the original or any subsequent holders thereof are bound by the Scheme or in respect of which such holders are, or shall have agreed in writing to be, so bound, in each case remaining in issue at the Scheme Record Time and excluding the Excluded Shares;
"**Scheme Voting Record Time**"	the date and time to be specified in the Scheme Document by which entitlement to vote at the Court Meeting will be determined;
"**Secretary of State**"	one of His Majesty's Principal Secretaries of State;
"**Sharesave**"	the Mitie Savings Related Share Option Scheme, as approved by Shareholders in 2021 and as amended from time to time;
"**Significant Interest**"	in relation to an undertaking, a direct or indirect interest of 20 per cent. or more of the total voting rights conferred by the equity share capital (as defined in section 548 of the Companies Act) of such undertaking;
"**SIP**"	the Mitie Share Incentive Plan, as amended from time to time;
"**Takeover Offer**"	a takeover offer (as defined in section 974 of the Companies Act) implemented under Part 28 of the Companies Act;
"**Third Party**"	any government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, employee representative, administrative, fiscal or investigative body, court, trade agency, association, institution, any entity owned or controlled by any relevant government or state, contract counterparty, customer, supplier, partner, shareholder, member, securityholder, or any other body or person whatsoever in any jurisdiction;

"**UK Listing Rules**"	the listing rules made by the FCA;
"**UK National Security Condition**"	has the meaning given in paragraph 3(c) of Appendix I to this Announcement;
"**United Kingdom**" or "**UK**"	the United Kingdom of Great Britain and Northern Ireland;
"**United States**" or "**U.S.**"	the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia and all other areas subject to its jurisdiction and any political sub-division thereof;
"**U.S. Exchange Act**"	U.S. Securities Exchange Act of 1934, as amended;
"**Wider OCS Group**"	OCS, the OCS Group, CD&R, the CD&R Funds, any other funds advised by CD&R and each of their respective subsidiary undertakings and associated undertakings and any undertaking in which any member of the OCS Group, CD&R, the CD&R Funds, any other funds advised by CD&R and/or such undertakings (aggregating their interests) have a Significant Interest; and
"**Wider Mitie Group**"	Mitie and its subsidiary undertakings, associated undertakings and any other undertaking in which Mitie and/or such undertakings (aggregating their interests) have a Significant Interest.

For the purposes of this Announcement, "**subsidiary**", "**subsidiary undertaking**" and "**undertaking**" have the respective meanings given thereto by the Companies Act and "**associated undertaking**" has the meaning given by paragraph 19 of Schedule 6 to the Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008, other than paragraph 19(1)(b) of Schedule 6 to those regulations which shall be excluded for this purpose.

All references to "**pounds**", "**pounds Sterling**", "**Sterling**", "**GBP**", "**£**", "**pence**", "**penny**" and "**p**" are to the lawful currency of the United Kingdom.

All the times referred to in this Announcement are London times unless otherwise stated.

References to the singular include the plural and vice versa.