To: OCS Group International Limited (Company no. 02946849) ("**OCS**")
Second Floor, 81 Gracechurch Street
London
EC3V 0AU
England

21 July 2026

Dear Sirs

**PROPOSED ACQUISITION OF MITIE GROUP PLC (THE "COMPANY") BY OCS**

**1 IRREVOCABLE UNDERTAKING**

**1.1** In this undertaking (the "**Undertaking**"), the "**Offer**" means the proposed acquisition by or on behalf of OCS of all the issued and to be issued ordinary share capital of the Company to be implemented by way of a court sanctioned scheme of arrangement (the "**Scheme**") under Part 26 of the Companies Act 2006 ("**CA 2006**") between the Company and the holders of its ordinary shares, substantially on the terms, and for cash consideration not less than, set out in the attached draft Rule 2.7 announcement (the "**Rule 2.7 Announcement**").

**1.2** We confirm and warrant that:

**(a)** save as disclosed in Schedule 1 to this Undertaking, there are no other ordinary shares of the Company in which we are interested (as defined under the City Code on Takeovers and Mergers (the "**Code**")); and

**(b)** we have full power and authority to enter into this Undertaking.

**1.3** In consideration of OCS proceeding with the Offer, we irrevocably undertake to OCS that, subject always to paragraph 2:

**(a)** other than pursuant to the Offer, we shall not:

**(i)** subject to paragraph 1.5, sell, transfer, charge, encumber, create or grant any option or lien over or otherwise dispose of (or permit any such actions to occur in respect of) any interest in any ordinary shares of the Company which we may, after the date hereof, become the registered holder and/or beneficial owner (or otherwise become able to control the exercise of all rights, including voting rights, attaching to such shares) (the "**Shares**"); or

**(ii)** accept, or give any undertaking to accept or otherwise agree to any offer, scheme of arrangement, merger or other business combination made or proposed to be made in respect of securities in the Company by any person other than OCS; or

**(iii)** purchase or acquire any further shares or other securities of the Company (or any interest therein) without prior confirmation from the Panel on Takeovers and Mergers (the "**Panel**") that we are not deemed to be concert parties of OCS in connection with the Offer; or

**(iv)** vote in favour of any resolution of the shareholders of the Company to approve any transaction or other corporate action which is proposed in competition with or which might otherwise frustrate, impede or delay the Offer; or

**(v)** subject to paragraph 1.5, enter into any agreement or arrangement (conditional or otherwise), incur any obligation or give any indication of intent (or permit such circumstances to occur) in relation to, or operating by reference to, the Shares, or to do all or any of the acts referred to in paragraphs (i), (ii), (iii) or (iv) above, which in either case would or might restrict or impede giving effect to the Scheme by any person or our ability to comply with this Undertaking;

**(b)** for so long as OCS implements the Offer by way of the Scheme, we shall accept and agree to the terms of the Scheme and we shall exercise (or procure the exercise of) all voting rights attaching to our Shares to vote in favour of all resolutions to approve the Scheme proposed at any general or class meeting (including any adjournment thereof) ("**General Meeting**") and Court-convened meeting of the Company to be convened and held in connection with the Scheme, or at any adjournment of any such meeting ("**Court Meeting**"); and

**(c)** if the Offer is implemented by way of a takeover offer within the meaning of section 974 of the CA 2006 on the same terms, mutatis mutandis, as those which would apply to the Scheme (a "**Takeover Offer**"), we agree to accept (or procure the acceptance of) the Offer in respect of the Shares within five business days of publication of the Offer document or, if later, of becoming registered holder of the relevant Shares and we shall not withdraw any such acceptances in respect of the Shares.

**1.4** With regard to any Shares not registered in our name, the confirmations, warranties and undertakings contained in this Undertaking are given by us on behalf of those persons in whose names such Shares are registered and we undertake to use our reasonable endeavours to procure the due compliance by such persons with such confirmations, warranties and undertakings.

**1.5** Following the Scheme being approved at the General Meeting and the Court Meeting, nothing in this Undertaking shall restrict us from (i) selling, transferring, charging, encumbering, creating or granting any option or lien over or otherwise disposing of (or permitting any such actions to occur in respect of) any interest in any Shares or (ii) entering into any agreement or arrangement or incurring any obligation to do all or any of the acts referred to in limb (i) of this paragraph 1.5. To the extent that we sell any Shares following the Scheme being approved at the General Meeting and the Court Meeting, we shall notify you of the number of Shares sold within two business days of it being lawful to do so.

## 2 COMPETING OFFER

Notwithstanding any other provision of this Undertaking, all of our obligations pursuant to this Undertaking shall lapse and cease to have effect if, 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 the Company or (ii) the terms of a transaction which is subject to a Rule 9 waiver under which the Company 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 our reasonable opinion, more than 221.6 pence per ordinary share of the Company (a "**Competing Offer**") and nothing in this Undertaking shall prevent us from accepting, or undertaking to accept, a Competing Offer or exercising, or undertaking to exercise, the voting rights attaching to our Shares in favour of a Competing Offer.

## 3 MISCELLANEOUS

**3.1** We agree to the issue of the Rule 2.7 Announcement and we agree to references to us (in substantially identical terms to those contained in the attached draft Rule 2.7 Announcement) being set out in any announcement or document issued in connection with the Offer and this Undertaking being on public display on a website or otherwise.

**3.2** Notwithstanding any other provision of this Undertaking, all of our obligations pursuant to this Undertaking will lapse and cease to have effect if:

**(a)** the Rule 2.7 Announcement is not published at or before 17:00 on 21 July 2026;

**(b)** the Scheme document or Takeover Offer document is not sent to shareholders of the Company within 28 days (or such longer period as the Panel may agree) after the date of the Rule 2.7 Announcement;

**(c)** OCS announces, with the consent of the Panel, that it does not intend to make or proceed with the Offer and no new or replacement Offer is announced pursuant to the Code at the same time;

**(d)** the Scheme lapses or is withdrawn unless OCS announces at the same time and with the consent of the Panel a firm intention to switch to a Takeover Offer;

**(e)** any competing offer is made for the Company and such competing offer is declared unconditional in accordance with the requirements of the Code (if implemented by way of a takeover offer) or otherwise becomes effective (if implemented byway of a scheme of arrangement); or

**(f)** the Scheme has not become effective or (if applicable) the Takeover Offer has not become unconditional in accordance with the requirements of the Code (as the case may be) by the Long Stop Date (as defined in the Announcement) (or such later time or date as agreed between OCS and the Company (with the consent of the Panel), or the Panel may require).

**3.3** If OCS exercises the right to switch to a Takeover Offer referred to in paragraph 1.3(c) above, we confirm and agree that this Undertaking shall continue to be binding in respect of the Shares and all references to the Scheme shall, where the context permits, be read as references to the Takeover Offer (or to both the Scheme and the Takeover Offer, as appropriate), and references to the Scheme being effective shall be read as references to the Takeover Offer becoming unconditional; and references to the Scheme lapsing or being withdrawn shall be read as references to the closing or lapsing of the Takeover Offer.

**3.4** Nothing in this Undertaking is intended to confer on any person any right to enforce any term of this Undertaking which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

**3.5** This Undertaking and all non-contractual obligations arising from or in connection with this Undertaking are governed by and construed in accordance with English law with the exclusive jurisdiction of the English courts.

# SCHEDULE 1

| **1** | **2** |
| --- | --- |
| **Type of Derivative** | **No. of ordinary shares of 2.5 pence each in the Company** |
| Total Return Swap | 129,413,285 |

**SIGNED** and **DELIVERED** as a **DEED** by:

Oasis Management Company Ltd.
acting by [redacted]
who, in accordance with the laws
of the jurisdiction in which the
company is incorporated is acting
under the authority of the company

[redacted]……………….
Authorised signatory