EQUITY COMMITMENT LETTER

From: Clayton, Dubilier & Rice Fund XI, L.P. (acting by its general partner, CD&R Associates XI, L.P., acting by its general partner, CD&R Investment Associates XI, Ltd.)

Clayton, Dubilier & Rice Fund XI-A, L.P. (acting by its general partner, CD&R Associates XI, L.P., acting by its general partner, CD&R Investment Associates XI, Ltd.)

Clayton, Dubilier & Rice XI (Scotland), L.P. (acting by its general partner, CD&R Associates XI (Scotland), L.P., acting by its general partner, CD&R XI Scotland GP-GP, L.P., acting by its general partner, CD&R XI Scotland, LLC)

CD&R Advisor Fund XI, L.P. (acting by its general partner, CD&R Associates XI, L.P., acting by its general partner, CD&R Investment Associates XI, Ltd.)

(the "**Equity Investors**" and each an "**Equity Investor**")

To: OCS Group Holdings Limited ("**Midco**")

OCS Group International Limited

("**Bidco**" and, together with the Equity Investors and Midco, the "**Parties**" and each a "**Party**")

21 July 2026

Dear Sirs

Re: Proposed offer by Bidco to acquire the entire issued and to be issued share capital of Mitie Group plc (the "Target") (the "Offer")

We refer to Bidco's announcement of the Offer (which is intended to be implemented by way of a scheme of arrangement pursuant to Part 26 of the Companies Act 2006 ("**Scheme**")) pursuant to Rule 2.7 of the City Code on Takeovers and Mergers (the "**Takeover Code**") which is expected to be made on or about the date of this letter (the "**Letter**") (the "**Announcement**").

1 INTRODUCTION

1.1 In connection with the financing of the Offer, each Equity Investor irrevocably agrees to commit on the terms of this Letter, to make an investment, directly or indirectly, in Midco (by way of subscription for equity and/or debt securities and/or by way of a loan in cash) and as more particularly set out below, in time for Midco to contribute to, or cause to be contributed to Bidco the sum of such investment on or before the date by which Bidco must pay the cash consideration in connection with and pursuant to the Offer (the "**Relevant Date**"), including taking all actions necessary to ensure that its respective Commitment (as defined below) is received by Midco, in full, in sufficient time to enable Midco to contribute, or cause to be contributed such Commitment to Bidco to enable Bidco to satisfy in full the payment of the cash consideration contemplated by the Offer comprised by its Commitment in accordance with the Code and the requirements of the Panel on Takeovers and Mergers (the "**Panel**").

1.2 The Parties agree that this Letter shall become effective only upon the making of the Announcement.

2 COMMITMENT

2.1 Each Equity Investor hereby irrevocably confirms and undertakes to Midco and Bidco that, subject to the terms and conditions of this Letter (including, without limitation, paragraph 3 below), it will make one or more direct or indirect investments in Midco (by way of subscription for equity and/or debt securities and/or by way of a loan in cash) in an aggregate amount of at least the amount set out opposite its name in column (2) of the table in Schedule 1 (being, in respect of the relevant Equity Investor, its "**Commitment**").

2.2 Each Equity Investor also irrevocably confirms and undertakes to Midco and Bidco that it will not withdraw or extract or suffer or cause to be redeemed or repaid its Commitment (or any part thereof) prior to the expiry of the Certain Funds Period (as defined below).

2.3 Subject to the terms and conditions of this Letter (including, without limitation, paragraph 3 below) the Commitments will be used solely by Midco, together with funds to be provided to Midco, directly or indirectly, under any debt financing documentation entered into by Midco (or one of its affiliates) in connection with the Offer, to satisfy Bidco's obligation to pay the consideration due from Bidco at the Relevant Date. Subject to the terms of this Letter, each Equity Investor will fund its Commitment on or prior to the Relevant Date.

2.4 The Commitments may take such form and be advanced on such terms as each Equity Investor and Midco may determine at their sole discretion, subject at all times to paragraphs 2.1, 2.2 and 2.6.

2.5 Each Equity Investor warrants to Midco and Bidco that as of the date of this Letter it has undrawn commitments equal to at least the amount of its Commitment.

2.6 The Commitments shall, when paid, be paid unconditionally and in immediately available funds, and shall not be subject to any rights of recovery, rescission, set-off or counterclaim or similar rights or remedies by the relevant Equity Investor. Each Equity Investor agrees and acknowledges that its obligation to make available to Midco its Commitment will, subject to the terms of this Letter, remain in force, and will not be satisfied, until such amount has been received in full by Midco in the manner described in paragraphs 2.1 and 2.2 above.

2.7 Under no circumstances will any Equity Investor be obliged to contribute, directly or indirectly, to Midco more than the amount of its Commitment. If Midco does not require the full amount of the Commitments in order to meet its obligations under the Offer, each Equity Investor's Commitment shall be commensurately reduced pro rata to the proportion set out opposite its name in column (3) of the table in Schedule 1.

2.8 Midco irrevocably undertakes that it will procure that the Commitments advanced, directly or indirectly, by the Equity Investors to Midco shall be contributed or otherwise made available to Bidco (by way of subscription for equity and/or debt securities and/or by way of a loan in cash) in sufficient time for Bidco to satisfy its payment obligations comprised by an amount equal to the Equity Investors' total Commitments on the Relevant Date by which Bidco must comply with such payment obligations, and shall be applied by Bidco in full satisfaction of its payment obligations in respect of the Offer comprised by the Equity Investors' total Commitments.

3 CONDITIONS

Each Equity Investor's obligations under this Letter to fund its Commitment shall be conditional only upon (i) the Scheme becoming effective in accordance with its terms (if the Offer is implemented by way of a Scheme) or (ii) a takeover offer becoming or being declared unconditional in accordance with the provisions of the Takeover Code (if the Offer is implemented as a "takeover offer" within the meaning of Chapter 3 of Part 28 of the Companies Act 2006 (a "**Takeover Offer**")), in each case, in accordance also with the relevant requirements of the Code and any further requirements of the Panel (as described in the Announcement).

4 GENERAL

4.1 Notwithstanding anything that may be expressed or implied in this Letter, Midco and Bidco, by its acceptance of this Letter, covenants, acknowledges and agrees that no person other than the Parties shall have any obligations hereunder and that notwithstanding that each Equity Investor may be a limited partnership, no recourse shall be had against any Affiliated Party (as defined below), whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law or otherwise, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Affiliated Party for any obligations of any Equity Investor under this Letter or any documents or instruments delivered in connection with this Letter or any claim based on, in respect of, or by reason of such obligation or their creation. "**Affiliated Party**" means (i) any former, current or future director, officer, employee, agent, general or limited partner, manager, stockholder, member affiliate or assignee of any Equity Investor or of Clayton, Dubilier & Rice, LLC or (ii) any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder, affiliate or assignee of any of the foregoing, but in any case excluding, for the avoidance of doubt, each Equity Investor.

4.2 This Letter is intended for the exclusive use of Bidco and Midco and is delivered on the express understanding that it shall be treated by each Party as strictly confidential and shall not, without each other Party's prior written consent, be disclosed in whole or in part to any person, other than (i) to a Party's affiliates and financing sources, and its and their respective employees, directors, officers, members and professional advisers, and to the Target's financial adviser and its respective employees, directors, officers, members and professional advisers in each case on a confidential basis, or (ii) where required by applicable law, the Takeover Code, or the Panel.

4.3 A person who is not an addressee of this Letter shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (or otherwise) to enforce any of its terms, except that any Affiliated Party shall be entitled to enforce paragraph 4.1 above.

4.4 The provisions of this Letter shall be binding upon the Parties and their respective heirs, legal representatives, successors and assigns.

4.5 A variation of this Letter is only valid if it is in writing and signed by or on behalf of each of the Parties hereto. Notwithstanding the Contracts (Rights of Third Parties) Act 1999 and paragraph 4.3 above, this Letter may be amended without the consent of any Affiliated Party.

4.6 Subject to paragraph 4.7, neither this Letter nor any right or obligation hereunder shall be assigned, pledged or otherwise transferred in whole or in part, without the prior written consent of each other Party.

4.7 In circumstances where Midco and Bidco consent to the transfer of any obligations by an Equity Investor in accordance with paragraph 4.6, no transfer in respect of any Commitment shall reallocate, reduce or release the obligation of the relevant Equity Investor to fund its entire Commitment in the event that any assignee or transferee fails to do so when requested in accordance with the terms of this Letter.

4.8 Nothing contained in this Letter shall be deemed to constitute a partnership between the Parties, and persons shall not be deemed to be connected with each other or to be acting in concert solely because they are Parties to this Letter.

4.9 The invalidity, illegality or unenforceability of any provision of this Letter shall not affect the continuation in force of the remainder of this Letter.

4.10 This Letter sets out the entire agreement between each Equity Investor, Midco and Bidco in respect of the subject matter of this Letter and it is agreed that no Party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made directly or indirectly by any Party in relation to the matters contemplated herein that is not expressly set out in this Letter, provided that any liability for fraudulent misrepresentation shall not be excluded.

4.11 This Letter may be executed as two or more counterparts and execution by each of the Parties of any one of such counterparts will constitute due execution of this Letter.

4.12 This Letter and any non-contractual obligations arising out of or in connection with this Letter shall be governed by, and construed in accordance with, English law and the Parties irrevocably agree that any dispute or claim arising out of or in connection with this Letter (including a dispute relating to any non-contractual obligation arising out of or in connection with this Letter) shall be subject to the exclusive jurisdiction of the English courts.

4.13 Without prejudice to any other mode of service allowed under any relevant law, each Equity Investor hereby irrevocably appoints Bidco of Second Floor, 81 Gracechurch Street, London, EC3V 0AU, England (the "**Process Agent**") as its agent to accept service of process in England in any legal action or proceedings arising out of or in connection with this Letter, service upon whom shall be deemed completed whether or not forwarded to or received by such party. Each Equity Investor agrees to promptly inform the other Parties in writing of any change of address of its Process Agent and, if it elects to replace its Process Agent or if its Process Agent ceases to be able to act as such or to have an address in England, it will appoint a replacement or new process agent (as the case may be) acceptable to the other Parties (acting reasonably) and will promptly notify the other Parties of the new appointment.

4.14 This Letter shall terminate upon the earlier to occur of:

(a) the expiry of the Certain Funds Period; and

(b) the funding in full by each Equity Investor of its Commitment to Midco pursuant to this Letter,

provided that (i) this paragraph 4 shall survive any termination of this Letter; and (ii) paragraph 2.2 shall additionally survive any termination of this Letter pursuant to paragraph 4.14(b).

The "**Certain Funds Period**" means the period commencing on the date of release of the Announcement and ending on:

(i) if the Offer is implemented by way of a Scheme, the earlier of (x) the date the Scheme lapses, terminates or is withdrawn (by order of the Court or otherwise) and (y) the date on which Bidco has satisfied in full its payment obligations under the Offer; and

(ii) if the Offer is implemented by way of a Takeover Offer, the earlier of (x) the date the Takeover Offer lapses, terminates or is withdrawn (with the consent of the Panel); and (y) the date on which Bidco has satisfied in full its payment obligations under the Offer, including its payment obligations under any squeeze-out process (if the Offer is implemented by way of a Takeover Offer),

provided that, for the avoidance of doubt, a switch from a Takeover Offer to a Scheme or from a Scheme to a Takeover Offer (or, for the avoidance of doubt, any amendment to the terms or conditions of a Takeover Offer or a Scheme) shall not amount to a lapse, termination or withdrawal for the purposes of this definition.

4.15 Upon termination of this Letter, all obligations hereunder (including, without limitation, each Equity Investor's obligations to fund the Commitment) will terminate and none of the Parties shall have any liability hereunder save for any such liability arising from a breach of this Letter occurring prior to termination.

SCHEDULE 1

COMMITMENT

Equity Investor (1)	Commitment (2)	Relevant Proportion (3)
Clayton, Dubilier & Rice Fund XI, L.P.	£740,066,222.46	83.029901%
Clayton, Dubilier & Rice Fund XI-A, L.P.	£67,683,553.48	7.593589%
Clayton, Dubilier & Rice XI (Scotland), L.P.	£65,011,834.22	7.293842%
CD&R Advisor Fund XI, L.P.	£18,563,337.85	2.082668%
TOTAL	**£891,324,948**	**100%**

Yours faithfully,

Clayton, Dubilier & Rice Fund XI, L.P.

[redacted]

By: CD&R Associates XI, L.P., its general partner

By: CD&R Investment Associates XI, Ltd., its general partner

By: [redacted]

Title: [redacted]

Clayton, Dubilier & Rice Fund XI-A, L.P.

[redacted]

By: CD&R Associates XI, L.P., its general partner

By: CD&R Investment Associates XI, Ltd., its general partner

By: [redacted]

Title: [redacted]

CD&R Advisor Fund XI, L.P.

[redacted]

By: CD&R Associates XI, L.P., its general partner

By: CD&R Investment Associates XI, Ltd., its general partner

By: [redacted]

Title: [redacted]

Clayton, Dubilier & Rice XI (Scotland), L.P.

[redacted]

By: CD&R Associates XI (Scotland), L.P., its general partner

By: CD&R XI Scotland GP-GP, L.P., its general partner

By: CD&R XI Scotland, LLC, its general partner

By: [redacted]

Title: [redacted]

Agreed and accepted:

For and on behalf of OCS Group International Limited

By: [redacted]____________

Name: [redacted]

Title: [redacted]

Agreed and accepted:

For and on behalf of OCS Group Holdings Limited

By: [redacted]________________

Name: [redacted]

Title: [redacted]