YOU ARE RECEIVING THIS LETTER AS YOU HOLD A LONG TERM INCENTIVE PLAN (LTIP) AWARD IN 2026

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

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

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

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

13 August 2026

Dear Participant

The Mitie Long Term Incentive Plan 2015 and the recommended acquisition of Mitie Group plc by OCS Group International Limited

1 Introduction

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

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

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

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

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

2 Why are we writing to you?

This letter explains the effect of the Acquisition on your nil cost options granted under the Mitie Long Term Incentive Plan 2015 (the "**LTIP**") which were granted in 2026 (your "**LTIP Awards**") and the decisions you need to make in relation to them.

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

3 What do I need to do now?

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

THERE IS NO ACTION REQUIRED FROM YOU TODAY

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

Please note that if you take no action your LTIP Awards will lapse one month from the date of the Scheme Court Order (unless they lapse earlier under the LTIP Rules) and you will receive no value for them.

4 How does the Acquisition work?

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

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

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

5 What are the terms of the Acquisition?

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

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

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

OCS has also agreed that, if the Effective Date does not occur on or before 19 November 2026, the Mitie Directors may resolve to pay an interim dividend in respect of the financial period commenced 1 April 2026 and ended on 30 September 2026 of up to 1.3 pence per Mitie Share (the "**FY27 Interim Dividend**").

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

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

6 When is the Acquisition likely to complete?

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

7 How will the Acquisition affect your LTIP Awards?

The Acquisition will change how your LTIP Awards would normally be treated.

Your LTIP Awards cannot be exercised at the moment. Normally, you would wait until the end of your vesting period and then decide whether to exercise them and receive Mitie Shares.

Because of the Acquisition, this changes. Your unvested LTIP Awards will vest and become exercisable on the date of the Scheme Court Hearing (unless they vest earlier). The number that vest will be reduced for time pro-rating and for performance, as explained in section 9 below. Once they become exercisable, you will have one month from the date of the Scheme Court Order to exercise them (unless they lapse earlier under the LTIP Rules).

If you do not exercise your LTIP Awards (and they have not already lapsed under the LTIP Rules) they will lapse one month after the date of the Scheme Court Order and you will receive no value for them.

8 Will I receive the full value of my LTIP Awards?

Not necessarily. Two things can reduce the value: time pro-rating and the performance conditions.

Unless they lapse earlier under their terms, your unvested LTIP Awards will vest and become exercisable on the date of the Scheme Court Hearing. Two adjustments will apply:

- **Time pro-rating** – the number of shares under your LTIP Awards will be reduced to reflect how much of the performance period has passed by the date of the Scheme Court Order (calculated in line with the LTIP Rules); and
- **Performance** conditions – the Remuneration Committee will test the performance conditions on (or shortly before) the date of the Scheme Court Order to work out how much of your award has been earned.

For details of the performance conditions that apply to your LTIP Awards, please contact [redacted].

9 What are my choices and how do I make them?

- **Choice A: Elect to exercise automatically if and when the Court sanctions the Scheme**

You can choose in advance to exercise your unvested LTIP Awards, with that exercise only taking effect if and when the Court sanctions the Scheme at the Scheme Court Hearing.

If you exercise conditional on the Court sanctioning the Scheme, you will become a Mitie Shareholder, and so any Mitie Shares you hold at the Scheme Record Time will (assuming the Acquisition completes) be automatically bought by OCS under the Acquisition, and you will receive the Acquisition Price of 218.5 pence per Mitie Share, through payroll, after deductions for income tax, employee national insurance contributions and any other applicable levies as soon as is reasonably practicable.

On exercise any dividend equivalents accrued up to the vesting date would be payable as normal. This would include the value of the FY26 Final Dividend and (if it is declared) the FY27 Interim Dividend, save that, if the Scheme Record Time is the earlier record time for the FY27 Interim Dividend, you would receive the FY27 Interim Dividend as a Mitie Shareholder (rather than as a dividend equivalent) in respect of the Mitie Shares you acquire on exercise.

If you want to choose Choice A, you do not need to do anything now. MUFG will send you further information in due course, including the process to follow and the deadline for making your election.

The window for making your election is expected to open once Mitie Shareholders approve the Scheme and will be open for several months. In any event, you will have at least three weeks before the Scheme Court Hearing to make your choice. We'll notify you when this option is available. You will be able to make your election at any time up to the Scheme Court Hearing.

- **Choice B: Exercise at a date of your choosing during the one-month window after the Scheme Court Order**

You can choose to exercise your LTIP Awards at any time during the one-month period starting on the date of the Scheme Court Order (unless they lapse earlier under the LTIP Rules).

The Mitie Shares you receive on exercise will be automatically transferred to OCS. You will receive the Acquisition Price of 218.5 pence for each Mitie Share you receive on exercise, subject to deductions for income tax, employee national insurance contributions and any other applicable levies.

On exercise any dividend equivalents accrued up to the vesting date would be payable as normal. This would include the value of the FY26 Final Dividend and (if it is declared) the FY27 Interim Dividend, save that, if the Scheme Record Time is the earlier record time for the FY27 Interim Dividend, you will not receive dividend equivalents in respect of the FY27 Interim Dividend.

To choose **Choice B**, you will be able to do so after the Effective Date by logging into www.mitie-shares.com and submitting your online exercise instruction, by selecting **"Place your Discretionary plan exercise instruction"** on the Home page. Upon identifying the appropriate plan, select **"Exercise shares from this plan"** and proceed to select from any grants you have available, followed by **"Continue".** Select **"Sell all shares"** and proceed to complete the remaining fields to submit your instruction.

10 What if I do nothing?

If you do nothing, your LTIP Awards will lapse one month after the date of the Scheme Court Order (unless they lapse earlier under the LTIP Rules) and you will receive no value for them.

11 Recommendation

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

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

12 What if I have any questions?

Answers to Frequently Asked Questions are in Appendix A. If you have any questions about your LTIP Awards, your choices or how to exercise them, please contact MUFG at [redacted].

13 Important notes

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

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

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

Yours sincerely

[redacted]

On behalf of Mitie Group plc

Yours sincerely

[redacted]

On behalf of OCS Group International Limited

Appendix A – Frequently Asked Questions

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

  This letter assumes that the Court will sanction the Scheme at the Scheme Court Hearing. If that does not happen for any reason, your unvested LTIP Awards will continue as normal under the rules of the LTIP (including as to when they lapse) and will not vest early because of the Acquisition.

- **What happens if I leave the Mitie Group before the Acquisition completes?**

  The normal leaver provisions in the LTIP Rules will apply to your LTIP Awards. What happens depends on why you leave and when you leave relative to the vesting dates that apply to your award.

  If you leave before the First Normal Vesting Date of your LTIP Award and before the date the Court sanctions the Scheme, for any reason other than a "good leaver" reason (see below), your LTIP Awards will lapse immediately on the date your employment with the Mitie Group ends. If they lapse, any Choice A or Choice B instruction you made before then will have no effect.

  If you leave before the First Normal Vesting Date and before the date the Court sanctions the Scheme for a "good leaver" reason, you may be able to keep some or all of your LTIP Awards. Good leaver reasons include death, retirement with the Remuneration Committee's agreement, injury or disability (evidenced to the Remuneration Committee's satisfaction), your employing company or business being transferred outside the Mitie Group, or any other reason at the Remuneration Committee's discretion. Where you keep your LTIP Awards in the context of the Acquisition, they will vest on the date the Court sanctions the Scheme at the Scheme Court Hearing, or on any earlier date the Remuneration Committee decides.

  The number of shares that vest will be determined by reference to the applicable performance conditions and, unless the Remuneration Committee determines otherwise, by applying a time pro-rata reduction based on the proportion of the performance period that had passed between its start and the date you left, compared to the full performance period.

- **What if I am a PDMR or otherwise subject to the Mitie Share Dealing Code?**

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

- **How will my awards be taxed?**

  When you exercise your LTIP Awards and acquire Mitie Shares, those Mitie Shares are to be subject to income tax and employee national insurance contributions (NICs) in the normal way. Those amounts will either be funded by selling enough of your Mitie Shares on your behalf, or deducted and withheld from the Acquisition Price you would otherwise receive.

  If all of your Mitie Shares are sold immediately after exercise, there is not normally any increase in value between vesting and sale, so Capital Gains Tax would not usually apply.

Important: this summary is based on our current understanding of the Acquisition and current UK tax rules, both of which may change. Your final tax position will depend on your personal circumstances. As explained on the front page of this letter, neither Mitie nor OCS can give you tax, legal, investment or financial advice - if you are in any doubt, please speak to an appropriately qualified adviser.

Appendix B – Glossary

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

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

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

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

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

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

"**First Normal Vesting Date**" means the third anniversary of the date on which the relevant LTIP Award was granted;

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

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

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

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

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

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

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

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

"**Remuneration Committee**" means the remuneration committee of Mitie, as formed from time to time;

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

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

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

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

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

Notes

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

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

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

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

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

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

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