THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

PART TWO (*EXPLANATORY STATEMENT*) OF THIS DOCUMENT COMPRISES AN EXPLANATORY STATEMENT IN COMPLIANCE WITH THE COMPANIES ACT 2006. THIS DOCUMENT RELATES TO A PROPOSAL 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 about the Acquisition or the contents of this document or what action you should take, you are recommended to seek your own personal financial, tax and legal advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000 if you are in the United Kingdom or, if not, from another appropriately authorised independent financial adviser in the relevant jurisdiction.

If you have sold or otherwise transferred all of your Mitie Shares, please send this document, together with any accompanying documents (but not the accompanying personalised Forms of Proxy), at once to the purchaser or transferee, or to the bank, stockbroker or other agent through whom the sale or transfer was effected, for delivery to the purchaser or transferee. However, such documents should not be forwarded, distributed or transmitted (in whole or in part) in, into or from a jurisdiction where to do so would constitute a violation of the relevant laws of such jurisdiction. If you have sold or otherwise transferred only part of your holding of Mitie Shares, you should retain these documents and please consult the bank, stockbroker or other agent through whom the sale or transfer was effected.

The accompanying Forms of Proxy are personalised. If you have recently purchased or otherwise acquired Mitie Shares, you should contact Mitie's registrars, MUFG Corporate Markets, on the Shareholder Helpline at the telephone number set out on page 9 of this document, to obtain replacements for these documents, if needed.

The release, publication or distribution of this document and the accompanying documents 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 these documents come 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.

Neither this document nor any of the accompanying documents is intended to, nor does it, 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 any vote or approval in relation to the Acquisition or the Scheme or otherwise, in any jurisdiction in which such offer, invitation or solicitation is unlawful. This document is not a prospectus, a prospectus-equivalent document or a prospectus exempted document.

Recommended Cash Acquisition

of

MITIE GROUP PLC

(a public limited company incorporated in Scotland with registered number SC019230)

by

OCS GROUP INTERNATIONAL LIMITED

(a private limited company incorporated in England with registered number 02946849)

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

to be effected by means of a Scheme of Arrangement

under Part 26 of the Companies Act 2006

You should carefully read the whole of this document and the accompanying Forms of Proxy. Your attention is drawn, in particular, to the letter from the Chair of Mitie in Part One (*Letter from the Chair of Mitie*) of this document, which contains the unanimous recommendation of the Mitie Directors that you vote in favour of the Scheme at the Court Meeting and the Special Resolution to be proposed at the General Meeting. A letter from Ardea Partners, Peel Hunt and Goldman Sachs explaining the Scheme in greater detail is set out in Part Two (*Explanatory Statement*) of this document.

Notices of the Court Meeting and the General Meeting, each of which will be held at Level 12, The Shard, 32 London Bridge Street, London, SE1 9SG on 16 September 2026, are set out in Parts Ten and Eleven, respectively, of this document. The Court Meeting will start at 11:30 a.m. (London time) and the General Meeting at 11:45 a.m. (London time) (or as soon thereafter as the Court Meeting has concluded or been adjourned).

Action to be taken by Mitie Shareholders is set out on pages 11 to 15 of this document and at Paragraph 18 of Part Two (*Explanatory Statement*) of this document.

Mitie Shareholders are asked to complete and return the enclosed BLUE and WHITE forms of proxy in accordance with the instructions printed on them and return them to Mitie's registrars, MUFG Corporate Markets as soon as possible and, in any event, so as to be received at least 48 hours (excluding any part of a day that is not a working day) before the time appointed for the relevant Meeting. If the BLUE Form of Proxy for the Court Meeting is not returned by the above time, it may be handed to Mitie's registrars, MUFG Corporate Markets, or the Chair of the Court Meeting before the start of the Court Meeting. However, in the case of the General Meeting, if the WHITE Form of Proxy is not returned by the above time, it will be invalid. The WHITE Form of Proxy may NOT be handed to the Chair of the General Meeting.

Online proxy instructions

Mitie Shareholders can also appoint a proxy online by logging on to the following website www.mitie-shares.com and following the instructions there. Proxies submitted electronically must be sent as soon as possible and, in any event, so as to be received by no later than 48 hours (excluding any part of a day that is not a working day) before the time appointed for the relevant Meeting.

CREST electronic proxy appointment service

If you hold your Mitie Shares in uncertificated form (i.e. in CREST) you may appoint a proxy using the CREST proxy voting service in accordance with the procedures set out in the CREST Manual (please also refer to the accompanying notes to the Notice of the General Meeting set out at the end of this document). Proxies submitted via CREST (under CREST participation ID RA10) must be received by Mitie's registrars at least 48 hours (excluding any part of a day that is not a working day) before the time appointed for the relevant Meeting or, in the case of any adjournment, not later than 48 hours (excluding any part of a day that is not a working day) before the time fixed for the holding of the relevant adjourned meeting.

Proxymity Voting

If you are an institutional investor you may also be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by the Company and approved by the Registrar. For further information regarding Proxymity, please go to www.proxymity.io. Your proxy must be lodged at least 48 hours (excluding any part of a day that is not a working day) before the time appointed for the relevant Meeting in order to be considered valid or, if the meeting is adjourned, by the time which is 48 hours before the time of the adjourned meeting (excluding any part of a day that is not a working day). Before you can appoint a proxy via this process you will need to have agreed to Proxymity's associated terms and conditions. It is important that you read these carefully as you will be bound by them and they will govern the electronic appointment of your proxy. An electronic proxy appointment via the Proxymity platform may be revoked completely by sending an authenticated message via the platform instructing the removal of your proxy vote.

Court Meeting and General Meeting

Further details regarding attending the Court Meeting and General Meeting, either in person or electronically, and the appointment of a proxy for each relevant Meeting, are set out in the Action to be Taken paragraph on pages 11 to 15 of this document.

It is important that, for the Court Meeting, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of opinion of Scheme Shareholders. Whether or not you intend to attend and/or vote at the Mitie Meetings, you are therefore strongly encouraged to: (i) sign and return your Forms of Proxy by post; or (ii) transmit a proxy appointment and voting instruction online via MUFG Corporate

Markets' online facility, via Proxymity or through the CREST electronic proxy appointment service as soon as possible.

The completion and return of the Forms of Proxy by post (or transmission of a proxy appointment or voting instruction online, through CREST or via MUFG Corporate Markets' online facility) will not prevent you from attending, asking questions and voting (and/or, in the case of the Court Meeting, raising any objections) at the Court Meeting or the General Meeting, if you are entitled to and wish to do so (in each case in person or electronically).

Ardea Partners, which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively for Mitie in connection with the Acquisition and no one else and will not be responsible to anyone other than Mitie for providing the protections afforded to the customers of Ardea Partners or for providing advice in relation to the Acquisition, the Forms of Proxy or the contents of this document. 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 document, any statement contained herein or otherwise.

Peel Hunt, which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively for Mitie in connection with the Acquisition and no one else and will not be responsible to anyone other than Mitie for providing the protections afforded to the customers of Peel Hunt or for providing advice in relation to the Acquisition, the Forms of Proxy or the contents of this document. Neither Peel Hunt 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 Peel Hunt in connection with the Acquisition, this document, any statement contained herein or otherwise.

Goldman Sachs, 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 Mitie in connection with the Acquisition and no one else and will not be responsible to anyone other than Mitie for providing the protections afforded to the customers of Goldman Sachs or for providing advice in relation to the Acquisition, the Forms of Proxy or the contents of this document. Neither Goldman Sachs 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 Goldman Sachs in connection with the Acquisition or any matter referred to herein.

Goldman Sachs and any of its respective affiliates may have engaged in transactions with, and provided various investment banking, financial advisory, risk management, hedging and other services for, Mitie and the Mitie Shareholders, for which they would have received customary fees. Goldman Sachs and any of its respective affiliates may provide such services to Mitie and the Mitie Shareholders and any of their respective affiliates in the future. In addition, Goldman Sachs and any of its respective affiliates may also provide risk management products to Mitie and/or the Mitie Shareholders or any parties related to any of them in connection with the Acquisition for which they could receive payment(s), earn a profit and/or suffer or avoid a loss contingent on the closing of the Acquisition (and the quantum of such amounts may potentially be significantly in excess of the fees earned by the relevant Bank for its services acting as Financial Adviser and Broker to Mitie in connection with the Acquisition).

Lazard, which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively for 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 connection with the Acquisition or any matter referred to in this document. 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 document, any statement contained herein or otherwise.

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 Acquisition or any other matter referred to in this document 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 the Acquisition or any other matter referred to in this document.

RBC Capital Markets, 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 in connection with the Acquisition and no one else and will not be responsible to anyone other than OCS and OCS Topco for providing the protections afforded to the customers of RBC Capital Markets or for providing advice in relation to the Acquisition, the Forms of Proxy or the contents of this document. 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.

IMPORTANT NOTICES

The contents of this document are not to be construed as legal, business, financial or tax advice. If you are in any doubt about the contents of this document, you should consult your own legal adviser, financial adviser or tax adviser for legal, business, financial or tax advice.

The statements contained in this document are made as at the date of this document, unless some other time is specified in relation to them, and delivery of this document will not give rise to any implication that there has been no change in the facts set out in this document since such date.

This document has been prepared for the purposes of complying with English law, Scots law, the Code, and the UK Listing Rules and the information disclosed herein may not be the same as that which would have been disclosed if this document had been prepared in accordance with the laws of any other jurisdiction.

No person has been authorised to give any information or make any representations other than those contained in this document and, if given or made, such information or representations must not be relied upon as having been authorised by Mitie, the Mitie Directors, OCS, the OCS Directors or by Ardea or any other person involved in the Acquisition. Neither the delivery of this document nor holding the Mitie Meetings, the Scheme Court Hearing, nor filing the Scheme Court Order will, under any circumstances, create any implication that there has been no change in the affairs of the Mitie Group or the OCS Group since the date of this document or that the information in this document is correct as at any time subsequent to its date.

In accordance with the Code, normal United Kingdom market practice and Rule 14e-5(b) of the US Exchange Act, Barclays and its affiliates will continue to act as exempt principal trader in Mitie Shares 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.

Overseas Shareholders

THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITY, NOR WILL THERE BE ANY SALE, ISSUANCE OR TRANSFER OF THE SECURITIES REFERRED TO IN THIS DOCUMENT IN ANY JURISDICTION IN CONTRAVENTION OF APPLICABLE LAW.

The release, publication or distribution of this document in certain jurisdictions may be restricted by law and the availability of the Acquisition to Mitie Shareholders who are not resident in the UK may be affected by the laws of the relevant jurisdictions in which they are resident. Persons who are not resident in the UK, or who are subject to other jurisdictions, should inform themselves of, and observe, any applicable requirements.

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 Scheme by any such means from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws in that jurisdiction. Accordingly, copies of this document 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 document and all documents relating to the Acquisition (including custodians, nominees and trustees) 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.

Notice to Mitie Shareholders in the US

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. A transaction effected by means of a scheme of arrangement is not subject to the proxy solicitation or tender offer rules under the US Exchange Act. Accordingly, the Scheme is subject to the disclosure requirements, rules and practices applicable in the United Kingdom to schemes of arrangement, which differ from the requirements of the US proxy solicitation and tender offer rules or the laws of other jurisdictions outside the United Kingdom.

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. In such event, the Takeover Offer will be made in compliance with all applicable laws and regulations, including the US tender offer rules, to the extent applicable. Such Takeover Offer 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 US Exchange Act.

The financial information relating to Mitie has been extracted from the relevant audited consolidated financial statements of Mitie for the financial years ended 31 March 2026 and 31 March 2025 which have been prepared in accordance with IFRS. The financial information relating to OCS Group referred to in this document has been extracted from the audited consolidated financial statements of OCS Topco for the financial years ended 31 December 2025 and 31 December 2024, which have been prepared in accordance with IFRS.

Mitie and OCS are both incorporated outside of the United States. As a result, it may be difficult for US holders of Mitie Shares to enforce their rights and any claim arising out of US federal laws or to enforce against them a judgment of a US court predicated upon the securities laws of the United Kingdom. US holders of Mitie Shares may not be able to sue a non-US company or its officers or directors in a non-US court for violations of the US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's judgment.

Neither the US Securities and Exchange Commission nor any US state securities commission has approved or disapproved of the Scheme, or determined whether this document is accurate or complete. Any representation to the contrary is a criminal offence in the United States.

Cautionary note regarding forward looking statements

This document, including information incorporated by reference in this document, 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 document, 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 document, 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 estimates

Other than the Mitie FY27 Profit Forecast, no statement in this document is intended as a profit forecast or estimate for any period and no statement in this document 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.

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 offeror(s), 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.

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).

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 http://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.

Trading of Mitie Shares

As at the close of trading on the last day of dealings in Mitie Shares prior to the Effective Date there may be unsettled, open trades for the sale and purchase of Mitie Shares within CREST. The Mitie Shares that are the subject of such unsettled trades will be treated under the Scheme in the same way as any other Mitie Share registered in the name of the relevant seller under that trade. Consequently, those Mitie Shares will be transferred under the Scheme and the seller will receive the appropriate cash consideration in accordance with the terms of the Acquisition.

Publication on Website and Availability of Hard Copies

This document, together with all information incorporated into this document by reference to another source, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, will be available on OCS's and Mitie's websites at www.ocs.com/recommended-offer and www.mitie.com by no later than 12 noon (London time) on 14 August 2026. For the avoidance of doubt, the contents of these websites are not incorporated into and do not form part of this document.

You may request a hard copy of this document and/or any information incorporated into this document by reference to another source by contacting MUFG Corporate Markets on the Shareholder Helpline at 0371 664 0321 (if calling from within the UK) or on +44 371 664 0321 (if calling from outside the UK). You may also request that all future documents, announcements and information to be sent to you in relation to the Acquisition should be in hard copy form. Lines are open from 9.00 a.m. to 5.30 p.m. Monday to Friday, calls are charged at the standard geographic rate and will vary by provider. Calls outside the UK will be charged at the applicable international rate.

Electronic Communications

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 Paragraph 4 of Appendix 4 to the Code, to comply with Rule 2.11(c).

Rounding

Certain figures included in this document 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.

This document is dated 13 August 2026

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ACTION TO BE TAKEN

For the reasons set out in this document, the Mitie Directors unanimously recommend that Mitie Shareholders vote in favour of the Scheme at the Court Meeting and the Special Resolution at the General Meeting, as all of the Mitie Directors have irrevocably undertaken to do (or procure to be done) in respect of their own legal and beneficial holdings of Mitie Shares, and that you take the action described below.

Documents enclosed

Please check that you have received the following with this document[1]:

- ☐ a BLUE Form of Proxy for use in respect of the Court Meeting on 16 September 2026; and
- ☐ a WHITE Form of Proxy for use in respect of the General Meeting on 16 September 2026.

If you are a Mitie Shareholder and have not received all of these documents, please contact Mitie's registrars, MUFG Corporate Markets, on the Shareholder Helpline referred to on page 9 of this document.

Voting at the Court Meeting and General Meeting

The Scheme will require approval at a meeting of Mitie Shareholders convened pursuant to an order of the Court to be held at Level 12, The Shard, 32 London Bridge Street, London, SE1 9SG at 11:30 a.m. on 16 September 2026. Implementation of the Scheme also requires the passing by Mitie Shareholders of the Special Resolution at the General Meeting to be held at the same venue at 11:45 a.m. on 16 September 2026 (or as soon thereafter as the Court Meeting has concluded or been adjourned). Notices of the Mitie Meetings are set out in Parts Ten and Eleven of this document.

Mitie Shareholders entitled to vote at the Mitie Meetings are entitled to appoint a proxy to exercise all or any of their rights to attend, speak and vote at the Court Meeting and/or the General Meeting. A proxy need not be a Mitie Shareholder.

It is important that, for the Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of shareholder opinion. You are therefore strongly encouraged to sign and return both of your Forms of Proxy in accordance with the instructions printed on them, or to appoint a proxy online or electronically through CREST or Proxymity, as soon as possible.

The completion and return of a Form of Proxy, or the appointment of a proxy online or through CREST or Proxymity as set out below, will not prevent you from attending and voting in person at either the Court Meeting, the General Meeting or any adjournment of such meeting, if you so wish and are entitled to do so.

[1] If you have previously elected or been deemed to consent to receive documents and information from Mitie by means of Mitie's website, you will not receive a hard copy of this document but will receive a separate notification in accordance with your prescribed method. If you have not received the correct documents, please contact the Shareholder Helpline on the telephone number referred to on page 9 of this document.

Mitie Shareholders holding certificated shares

(i) *Sending Forms of Proxy by post or by hand*

Completed Forms of Proxy should be returned to Mitie's registrars, MUFG Corporate Markets, Central Square, 29 Wellington Street, Leeds, LS1 4DL as soon as possible and in any event so as to be received by no later than the following times and dates:

- BLUE Forms of Proxy for the Court Meeting by 11:30 a.m. on 14 September 2026
- WHITE Forms of Proxy for the General Meeting by 11:45 a.m. on 14 September 2026

or, in the case of an adjournment of either Meeting, by no later than 48 hours (excluding any part of a day that is not a working day) before the time and date set for the adjourned Meeting.

Alternatively, BLUE Forms of Proxy for use in respect of the Court Meeting (but NOT WHITE Forms of Proxy) may be handed to Mitie's registrars, MUFG Corporate Markets or the Chair of the Court Meeting before the start of the Court Meeting on 16 September 2026 and will still be valid. In the case of the General Meeting, unless the WHITE Form of Proxy is returned by the time and date set out above, it will be invalid.

(ii) *Online proxy appointment*

As an alternative to completing and returning the printed Forms of Proxy, proxies may be appointed electronically by logging on to the following website www.mitie-shares.com and following the instructions there. For an online proxy appointment to be valid, the appointment must be received by MUFG Corporate Markets no later than:

- 11:30 a.m. on 14 September 2026 in the case of the Court Meeting
- 11:45 a.m. on 14 September 2026 in the case of the General Meeting

or, in the case of an adjournment of either Meeting, by no later than 48 hours (excluding any part of a day that is not a working day) before the time and date set for the adjourned Meeting.

In order to access the voting system, Mitie Shareholders will need their Investor Code (IVC) found on their Forms of Proxy.

In the case of the Court Meeting only, if you have not appointed a proxy electronically by such time, you may complete the BLUE Form of Proxy and hand it to Mitie's registrars, MUFG Corporate Markets, or the Chair of the Court Meeting or a representative of Mitie's registrars, MUFG Corporate Markets, before the start of the Court Meeting.

Mitie Shareholders holding uncertificated shares through CREST

(i) *CREST electronic proxy appointment service*

Mitie Shareholders who hold Mitie Shares in uncertificated form through CREST and who wish to appoint a proxy for the Meetings or any adjournment(s) thereof by using the CREST electronic proxy appointment service may do so by following the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made by means of CREST to be valid, the appropriate CREST message (a "**CREST Proxy Instruction**") must be properly authenticated in accordance with Euroclear UK & International Limited's specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy, must, to be valid, be transmitted so as to be received by MUFG Corporate Markets (ID is RA10) at least 48 hours (excluding any part of a day that is not a working day) before the Court Meeting or the General Meeting, as applicable (or, in the case of an adjournment of either Meeting, at least 48 hours (excluding any part of a day that is not a working day) before such Meeting). For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST Applications Host) from which MUFG Corporate Markets is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST.

CREST members and, where applicable, their CREST sponsors or voting service provider(s) should note that Euroclear UK & International Limited does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s), to procure that their CREST sponsor or voting service provider(s) take(s)) such action as will be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. CREST members and, where applicable, their CREST sponsor or voting service provider(s) are referred, in particular, to those paragraphs of the CREST Manual concerning practical limitations of the CREST system and timings.

The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001 (as amended).

Proxymity Voting

If you are an institutional investor you may also be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by the Company and approved by the Registrar. For further information regarding Proxymity, please go to www.proxymity.io. Your proxy must be lodged at least 48 hours (excluding any part of a day that is not a working day) before the Court Meeting or the General Meeting, as applicable (or, in the case of an adjournment of either Meeting, at least 48 hours (excluding any part of a day that is not a working day) before such Meeting). Before you can appoint a proxy via this process you will need to have agreed to Proxymity's associated terms and conditions. It is important that you read these carefully as you will be bound by them and they will govern the electronic appointment of your proxy. An electronic proxy appointment via the Proxymity platform may be revoked completely by sending an authenticated message via the platform instructing the removal of your proxy vote.

(ii) *Sending Forms of Proxy by post, by hand, or online*

Mitie Shareholders who hold Mitie Shares through CREST may, as an alternative to using the CREST electronic proxy appointment service, appoint a proxy by completing and returning a BLUE Form of Proxy and a WHITE Form of Proxy, or online via www.mitie-shares.com by logging in and following the instructions there, in each case in accordance with the instructions set out above for holders of certificated shares.

Multiple proxy voting instructions

As a registered Mitie Shareholder, you are entitled to appoint a proxy in respect of some or all of your Mitie Shares. You are also entitled to appoint more than one proxy. A space has been included on the Forms of Proxy to allow you to specify the number of Mitie Shares in respect of which that proxy is appointed. You should also indicate by ticking the box provided if the proxy is one of multiple instructions being given, fill in the name of the proxy and the number of shares in respect of which the proxy is appointed and return the multiple forms together (please ensure that all of the multiple Forms of Proxy in respect of one registered holding are sent in the same envelope if possible) by the time and date referred to.

Corporate Representatives

In order to facilitate voting by corporate representatives, arrangements will be put in place at the Court Meeting and the General Meeting such that:

- if a corporate Mitie Shareholder has appointed the Chair of the relevant Meeting as its corporate representative with instructions to vote on a poll in accordance with the directions of all of the other corporate representatives for that Mitie Shareholder at such Meeting then, on a poll, those corporate representatives will give voting directions to the Chair and the Chair will vote (or withhold a vote) as corporate representative in accordance with those directions; and
- if more than one corporate representative for the same Mitie Shareholder attends the General Meeting, but the corporate Mitie Shareholder has not appointed the Chair of the General Meeting as its corporate representative, a designated corporate representative will be nominated (from those corporate representatives who attend) who will vote on a poll, and the other corporate representatives will give voting directions to that corporate representative.

Corporate Mitie Shareholders are referred to the guidance issued by the Chartered Governance Institute UK & Ireland (www.cgi.org.uk) for further details of this procedure. The guidance includes a sample form of representation letter if the Chair of the relevant Meeting is being appointed as described in the first bullet above.

Other indirect Mitie Shareholders

If you hold Mitie Shares indirectly you must rely on the procedures of the bank, broker, financial institution or share plan administrator through which you hold Mitie Shares. You should contact such intermediary for instructions on how you can instruct that intermediary to vote on your behalf at the Meetings and the date by which you must provide such instructions to the intermediary.

Further information about proxies and voting

Further information in relation to the appointment of proxies for and voting at the Mitie Meetings is set out in paragraph 11 of Part Two (*Explanatory Statement*) of this document, in the notice of the Court Meeting set out in Part Ten (*Notice of Court Meeting*) of this document, in the notes to the notice of the General Meeting set out in Part Eleven (*Notice of General Meeting*) of this document, and in the instructions printed on the Forms of Proxy.

Shareholder Helpline

0371 664 0321 (if calling from within the UK) or on +44 371 664 0321 (if calling from outside the UK).

If you have not received all the relevant documents or have any questions relating to this document or the Acquisition, either of the Meetings, the completion and return of the Forms of Proxy or appointing a proxy online or through CREST or Proxymity, please call the Shareholder Helpline, on 0371 664 0321 (if calling from within the UK) or on +44 371 664 0321 (if calling from outside the UK). The helpline is open between 9.00 a.m. and 5.30 p.m. Monday to Friday excluding public holidays in the United Kingdom.

Calls are charged at the standard geographic rate and will vary by provider.

Calls to the Shareholder Helpline from outside the United Kingdom will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be recorded and monitored for security and training purposes. Please note that the Shareholder Helpline operators cannot provide advice on the merits of the Scheme nor give any financial, tax, investment or legal advice.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

All references in this document to times are to London time (unless otherwise stated)

Event	Time[2] and/or date
Publication of this document	13 August 2026
Latest time for lodging BLUE Forms of Proxy for Court Meeting	11:30 a.m. on 14 September 2026[3]
Latest time for lodging WHITE Forms of Proxy for General Meeting	11:45 a.m. on 14 September 2026[4]
Voting Record Time	6:30 p.m. on 14 September 2026[5]
Court Meeting	11:30 a.m. on 16 September 2026
General Meeting	11:45 a.m. on 16 September 2026[6]

The following dates and times associated with the Scheme are subject to change and will depend on, among other things, the date on which the Conditions to the Scheme (including the Material Regulatory Conditions discussed at paragraph 12 of Part Two (Explanatory Statement) of this document) are satisfied or, if capable of waiver, waived and on the date on which the Court sanctions the Scheme. Mitie will give adequate notice of all of these dates and times, when known, by issuing an announcement through a Regulatory Information Service which will be made available on Mitie's website at www.mitie.com.

Scheme Court Hearing	A date expected to be no later than 14 days after the satisfaction or waiver of the Material Regulatory Conditions ("**D**")[7][8]
Last day of dealings in, and for registration of transfers of, and disablement in CREST of, Mitie Shares	D+2 business days
Scheme Record Time	6:30 p.m. on D+2 business day

2 **The dates and times given are indicative only and are based on Mitie's current expectations and may be subject to change (including as a result of changes to the regulatory timetable)**. If any of the times and/or dates above change, the revised dates and/or times will be notified to Mitie Shareholders by announcement through a Regulatory Information Service which will be made available on Mitie's website at www.mitie.com.

3 The BLUE Form of Proxy for the Court Meeting may, alternatively, be handed to Mitie's registrars, MUFG Corporate Markets, or to the Chair of the Court Meeting at the start of the Court Meeting (or any adjournment thereof). However, Mitie Shareholders are requested to lodge the BLUE Forms of Proxy at least 48 hours (excluding any part of a day that is not a working day) before the time appointed for the Court Meeting (or any adjournment thereof).

4 The WHITE Form of Proxy for the General Meeting must be lodged with Mitie's registrars, MUFG Corporate Markets, by no later than 11:45 a.m. on 14 September 2026 in order for it to be valid, or, if the General Meeting is adjourned, no later than 48 hours (excluding any part of a day that is not a working day) before the time fixed for the holding of the adjourned meeting. If the WHITE Form of Proxy is not returned by such time, it will be invalid.

5 If either the Court Meeting or the General Meeting is adjourned, the Voting Record Time for the adjourned meeting will be 6:30 p.m. on the date which is two working days before the date set for the adjourned meeting.

6 To commence at the time fixed or, if later, immediately after the conclusion or adjournment of the Court Meeting.

7 The "Material Regulatory Conditions" are the Conditions set out in paragraphs 3.1 to 3.3 (inclusive) in Part A of Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this document. If these Conditions have all been satisfied or waived (where applicable) prior to the date of the Meetings, then this date is expected to be a date not later than 14 days after the date of the Meetings.

8 Any reference to "**D**" or to a number of business days after "**D**" is a reference to a business day.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

All references in this document to times are to London time (unless otherwise stated)

Scheme Effective Time	**D+3 business days[9] ("Effective Date")**
Suspension of listing of and trading in Mitie Shares	Before markets open on D+3 business days
Cancellation of listing of Mitie Shares	By 8:00 a.m. on D+4 business days
Despatch of cheques, despatch of electronic payments and crediting of CREST accounts for cash consideration under the Scheme	Within 14 days after the Effective Date
Long Stop Date	**21 July 2027[10]**

9 The "Scheme Effective Time" of the Scheme is the date and time at which the Scheme becomes effective in accordance with its terms and will be on delivery of the Scheme Court Order to the Registrar of Companies. The Scheme Court Order is expected to be delivered to the Registrar of Companies following the Scheme Record Time on the date falling two business days after the date on which the Court makes the Scheme Court Order, at which time the Scheme will become effective. The events which are stated as occurring on subsequent dates, including the despatch of cheques, payments, and the crediting of CREST accounts, are conditional on the Scheme Effective Time and operate by reference to this time.

10 This is the latest date by which the Acquisition may become effective, unless Mitie and OCS agree, and the Court and (if required) the Panel allow, a later date.

PART ONE
LETTER FROM THE CHAIR OF MITIE

(a public limited company incorporated in Scotland with registered number SC019230)

Mitie Group PLC

35 Duchess Road
Rutherglen
Glasgow
G73 1AU
United Kingdom

Directors:

Christopher Rogers (Chair)

Phil Bentley (Chief Executive Officer)

Simon Kirkpatrick (Chief Financial Officer)

Jennifer Duvalier (Senior Independent Non-executive Director)

Penelope James (Independent Non-executive Director)

Chet Patel (Independent Non-executive Director)

Mary Reilly (Independent Non-executive Director)

Salma Shah (Independent Non-executive Director)

13 August 2026

To the holders of Mitie Shares and, for information only, to participants in the Mitie Share Plans and persons with information rights

Dear Shareholder

**RECOMMENDED CASH ACQUISITION OF MITIE GROUP PLC
BY OCS GROUP INTERNATIONAL LIMITED
(an indirect wholly-owned subsidiary of OCS Group Topco Limited)**

1 Introduction

On 21 July 2026, the boards of Mitie and OCS announced that they had agreed the terms of a recommended cash acquisition by OCS of the entire issued and to be issued share capital of Mitie.

I am writing to you on behalf of the Mitie Board to set out a summary of the terms of the Acquisition and to explain why your Board considers the terms of the Acquisition to be fair and reasonable and why it unanimously recommends that you approve the Acquisition by voting in favour of the Scheme at the Court Meeting and in favour of the Special Resolution at the General Meeting, both of which will be held at Level 12, The Shard, 32 London Bridge Street, London, SE1 9SG on 16 September 2026, as those Mitie Directors who hold Mitie Shares have irrevocably undertaken to do (or procure to be done) in respect of their own legal and beneficial holdings of 19,957,080 Mitie Shares in total, representing, in aggregate, approximately 1.53 per cent. of Mitie's existing issued share capital (excluding any Mitie Shares held in treasury) on the Latest Practicable Date.

In particular, this letter sets out:

(A) OCS's background to and reasons for the Acquisition;

(B) OCS's intentions and strategic plans in respect of the Mitie Group, including its intentions in relation to directors, management, employees, pensions, research and development and locations; and

(C) in light of the above, the Mitie Directors' background to and reasons for their recommendation.

I draw your attention to the letter from Ardea Partners, Peel Hunt and Goldman Sachs set out in Part Two (*Explanatory Statement*) of this document, which gives further details about the Acquisition. Furthermore, please note the contents of Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*), Part Four (*The Scheme of Arrangement*) and Part Seven (*Additional Information on Mitie and OCS*) of this document, which provide further details concerning the Scheme. **I strongly advise you to read the whole of this document and the accompanying Forms of Proxy, and not just rely on the summary information contained in this letter or the Explanatory Statement.**

In order to approve the terms of the Acquisition, the required majority of Scheme Shareholders will need to vote in favour of the Scheme at the Court Meeting and the required majority of Mitie Shareholders will need to vote in favour of the Special Resolution to be proposed at the General Meeting (as set out in paragraphs 11 and 18 of Part Two (*Explanatory Statement*) of this document). The Court Meeting and the General Meeting are to be held at Level 12, The Shard, 32 London Bridge Street, London, SE1 9SG. The Court Meeting will start at 11:30 a.m. on 16 September 2026 and the General Meeting will start at 11:45 a.m. on 16 September 2026 (or as soon thereafter as the Court Meeting concludes or is adjourned).

Details of the actions you should take are set out in paragraph 11 of Part Two (*Explanatory Statement*) of this document. The formal recommendation of the Mitie Directors is set out in paragraph 13 of this letter.

2 Summary of the terms of the Acquisition

The Acquisition will be implemented by way of a Court-sanctioned scheme of arrangement between Mitie and Scheme Shareholders under Part 26 of the Companies Act.

Under the terms of the Acquisition, which is described in more detail in the Explanatory Statement in Part Two (*Explanatory Statement*) of this document and which is subject to the Conditions (including the Material Regulatory Conditions) and further terms set out in Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this document, Scheme Shareholders will be entitled to receive:

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

comprised of:

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

- a final dividend in relation to the financial year ended 31 March 2026 of 3.1 pence per Mitie Share (the "**FY26 Final Dividend**"), as approved by Mitie Shareholders at the Mitie annual general meeting on 21 July 2026.

The Acquisition Price represents a premium of approximately:

- 44.7 per cent. to the Closing Price of 151.0 pence per Mitie Share on 20 July 2026 (being the last business day prior to the date of the 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 the 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 the 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 FY26 Final Dividend is 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 the 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 the 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 the 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.

OCS has also agreed that, if the Effective Date does not occur on or before 19 November 2026, the Mitie Directors may resolve to pay an interim dividend in respect of the financial period commenced on 1 April 2026 and ending 30 September 2026 of up to 1.3 pence per Mitie Share. Further details are set out in paragraph 9 of this Part One (*Letter from the Chair of Mitie*).

If any dividend, distribution, or other return of value is declared, made, or paid or becomes payable by Mitie on or after 21 July 2026 and before the Effective Date (other than the Permitted Dividends), OCS has reserved the right to reduce the Acquisition Price by the amount of all or any part of any such dividend, distribution, or other return of value, except where the Mitie Shares are or will be acquired pursuant to the Scheme on a basis which entitles OCS to receive the dividend, distribution, or other return of value.

3 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 and 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.

4 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 support 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 the 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 the 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 the 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 recommend that Mitie Shareholders vote in favour of the Scheme at the Court Meeting and the Special Resolution to be proposed at the General Meeting.

In accordance with the requirements of Rule 2.11 of the Code, Mitie has made available to its employee representatives (or where there are none, to the employees themselves) and pension scheme trustees a copy of the Announcement and has informed them of the right of employee representatives and pension scheme trustees under Rule 25.9 of the Code to require that a separate opinion of the employee representatives or pension scheme trustees on the effects of the Acquisition be appended to this document. In accordance with Rule 25.9 of the Code, the employee representatives' opinion can be found in the Appendix to this document.

5 Strategic plans, 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 the 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 the 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 7 of Part Two (*Explanatory Statement*) 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 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 statements in this paragraph 5 constitute "post-offer undertakings" for the purposes of Rule 19.5 of the Code.

6 Irrevocable undertakings

OCS has received irrevocable undertakings to vote (or procure the voting) in favour of the Scheme at the Court Meeting and the Special Resolution at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) from each Mitie Director holding Mitie Shares, in respect of a total of 19,957,080 Mitie Shares, representing in aggregate approximately 1.53 per cent. of the share capital of Mitie in issue as at the close of business on the Latest Practicable Date.

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 the Latest Practicable Date 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 paragraph 6 of Part Seven (*Additional Information on Mitie and OCS*) of this document.

7 Mitie Current Trading

Mitie released its annual results for the financial year ended 31 March 2026 (the "**Mitie FY26 Financial Results**") on 4 June 2026. A copy of the Mitie FY26 Financial Results is available on Mitie's website at www.mitie.com.

Included in the Mitie FY26 Financial Results was the Mitie FY27 Profit Forecast. The Mitie FY27 Profit Forecast is described in more detail in Part Eight (*Mitie Profit Forecast*).

On 21 July 2026, Mitie published a trading statement (the **"Q1 Trading Update"),** within which Mitie confirmed that Mitie remained on track to deliver performance in line with the Mitie FY27 Profit Forecast.

Since the publication of the Q1 Trading Update, Mitie's trading has continued in line with the guidance contained within. Full text of the Q1 Trading Update is available at: https://www.mitie.com/investors/reports-and-presentations/.

8 Mitie Share Plans

Details of the impact of the Acquisition in relation to options and awards outstanding under the Mitie Share Plans are set out in paragraph 6 of Part Two (*Explanatory Statement*) of this document.

9 Dividends

On 4 June 2026, the Mitie Directors announced that they were recommending the FY26 Final Dividend which was approved by Mitie Shareholders at Mitie's annual general meeting held on 21 July 2026. As a result, Mitie Shareholders on Mitie's register of members at the relevant record date will be entitled to receive and retain the FY26 Final Dividend regardless of whether the Acquisition becomes effective. It is expected that the FY26 Final Dividend will be paid on 27 August 2026.

OCS has also agreed that, if the Effective Date does not occur on or before 19 November 2026, the Mitie Directors may resolve to pay an interim dividend in respect of the financial period commenced on 1 April 2026 and ending 30 September 2026 of up to 1.3 pence per Mitie Share (the "**FY27 Interim Dividend**"). Any FY27 Interim Dividend will be payable to Mitie Shareholders on the register of members of Mitie at the earlier of (i) a record time to be set in accordance with Mitie's dividend timetable (expected to be 27 November 2026); and (ii) the Scheme Record Time. It will be paid no later than the earlier of (i) a payment date to be set in accordance with Mitie's dividend timetable (expected to be 18 December 2026); and (ii) 14 days after the Effective Date. For the avoidance of doubt, if the Effective Date occurs before the payment date otherwise applicable to the FY27 Interim Dividend under Mitie's dividend timetable, the FY27 Interim Dividend shall instead be paid to Mitie Shareholders at the same time as the Scheme consideration is paid by OCS.

Except for the FY26 Final Dividend and any FY27 Interim Dividend (together, the "**Permitted Dividends**"), if, on or after 21 July 2026 and before the Effective Date, any dividend and/or other distribution and/or other return of capital is declared, made or paid or becomes payable in respect of Mitie Shares, OCS reserves the right to reduce the Acquisition Price by an amount up to the amount of such dividend and/or distribution and/or return of capital, in which case any reference in this document to the Acquisition Price will be deemed to be a reference to the Acquisition Price as so reduced. Any exercise by OCS of its rights referred to above will be the subject of an announcement and, for the avoidance of doubt, will not be regarded as constituting any revision or variation of the terms of the Scheme. In such circumstances, Mitie Shareholders would be entitled to retain any such dividend, distribution or other return of capital declared, made or paid or which becomes payable.

10 Action to be taken by Mitie Shareholders

Details of the approvals being sought at the Court Meeting and the General Meeting and the actions to be taken by Mitie Shareholders in respect of the Acquisition are set out in paragraphs 11 and 18 of Part Two (*Explanatory Statement*) and pages 11 to 15 of this document.

Details relating to the settlement of the consideration payable under the terms of the Acquisition are included in paragraph 15 of Part Two (*Explanatory Statement*).

11 Overseas Shareholders

Overseas Shareholders should refer to paragraph 17 of Part Two (*Explanatory Statement*) of this document.

12 United Kingdom Taxation

Mitie Shareholders should read Part Six (*United Kingdom Taxation*) of this document, which provides a summary of certain UK tax consequences of the Scheme. If you are in any doubt as to your tax position or are subject to taxation in any jurisdiction other than the United Kingdom, you are strongly advised to consult an appropriately qualified independent professional adviser.

13 Mitie Board 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 their 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. In addition, the Mitie Directors consider the terms of the Acquisition to be in the best interests of Mitie Shareholders as a whole.

Accordingly, the Mitie Directors unanimously recommend that Mitie Shareholders vote in favour of the Scheme at the Court Meeting and the Special Resolution at the General Meeting, as all of the Mitie Directors have irrevocably undertaken to do (or procure to be done) in respect of their own legal and beneficial holdings of, in aggregate, 19,957,080 Mitie Shares, representing approximately 1.53 per cent. of the issued share capital of Mitie as at close of business on the Latest Practicable Date.

14 Further Information

Your attention is drawn to the Explanatory Statement set out in Part Two (*Explanatory Statement*) of this document, the full terms of the Scheme set out in Part Four (*The Scheme of Arrangement*), the additional information set out in Part Seven (*Additional Information on Mitie and OCS*) and the notices of the Meetings set out in Part Ten (*Notice of Court Meeting*) and Part Eleven (*Notice of General Meeting*) of this document. **You should read the whole of this document and the accompanying Forms of Proxy and not rely solely on the information contained in this letter or the Explanatory Statement**. A copy of this document (and all information incorporated into this document by reference to another source) and the Forms of Proxy are and will be available, subject to certain restrictions relating to Restricted Jurisdictions, for inspection on Mitie's website at www.mitie.com.

Yours faithfully

Christopher Rogers
Chair

MITIE GROUP PLC

PART TWO
EXPLANATORY STATEMENT

(in compliance with section 897 of the Companies Act 2006)

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13 August 2026

To all Mitie Shareholders and, for information only, to participants in the Mitie Share Plans and persons with information rights

Dear Mitie Shareholder

RECOMMENDED CASH ACQUISITION OF MITIE GROUP PLC
BY OCS GROUP INTERNATIONAL LIMITED

1 Introduction

On 21 July 2026, the boards of Mitie and OCS announced that they had agreed the terms of a recommended cash acquisition by OCS of the entire issued and to be issued share capital of Mitie, which is to be implemented by means of a Scottish Court-sanctioned scheme of arrangement between Mitie and Scheme Shareholders under Part 26 of the Companies Act.

Your attention is drawn to the letter from the Chair of Mitie, Christopher Rogers, set out in Part One (*Letter from the Chair of Mitie*) of this document, which forms part of this Explanatory Statement. That letter contains, among other things, information on the background to and reasons for the unanimous recommendation by the Mitie Directors to Mitie Shareholders to vote in favour of the Scheme at the Court Meeting and the Special Resolution at the General Meeting.

Ardea Partners, Peel Hunt and Goldman Sachs have been authorised by the Mitie Directors to write to you to set out the terms of the Acquisition and the Scheme and to provide you with other relevant information. Ardea Partners is providing independent financial advice to the Mitie Directors for the purposes of Rule 3 of the Code.

The terms of the Scheme are set out in full in Part Four (*The Scheme of Arrangement*) of this document. Your attention is also drawn to the other parts of this document, which are deemed to form part of this Explanatory Statement, including the Conditions (in particular the Material Regulatory Conditions) and certain further terms in Part Three (*Conditions to* *the Implementation of the Scheme and to the Acquisition*) and the additional information in Part Seven (*Additional Information on Mitie and OCS*) of this document.

2 Summary of the terms of the Acquisition

Under the terms of the Acquisition, which is subject to the Conditions (in particular the Material Regulatory Conditions) and further terms set out in Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this document, Scheme Shareholders will be entitled to receive:

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

comprised of:

- cash consideration of 218.5 pence from OCS in consideration for the sale of their Mitie Shares (the "**Acquisition Price**"); and
- a final dividend in relation to the financial year ended 31 March 2026 of 3.1 pence per Mitie Share (the "**FY26 Final Dividend**"), as approved by Mitie Shareholders at the Mitie annual general meeting on 21 July 2026.

The Acquisition Price represents a premium of approximately:

- 44.7 per cent. to the Closing Price of 151.0 pence per Mitie Share on 20 July 2026 (being the last business day prior to the date of the 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 the 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 the 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 FY26 Final Dividend is 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 the 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 the 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 the 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.

OCS has also agreed that, if the Effective Date does not occur on or before 19 November 2026, the Mitie Directors may resolve to pay an interim dividend in respect of the financial period commenced on 1 April 2026 and ending 30 September 2026 of up to 1.3 pence per Mitie Share. Further details are set out in paragraph 13 of this Part Two (*Explanatory Statement*).

If any dividend, distribution, or other return of value is declared, made, or paid or becomes payable by Mitie on or after 21 July 2026 and before the Effective Date (other than the Permitted Dividends), OCS has reserved the right to reduce the Acquisition Price by the amount of all or any part of any such dividend, distribution, or other return of value, except where the Mitie Shares are or will be acquired pursuant to the Scheme on a basis which entitles OCS to receive the dividend, distribution, or other return of value.

The Mitie Shares will be acquired by OCS under the Scheme fully paid, with full title guarantee and free from all liens, equities, charges, encumbrances, options, rights of pre-emption, and any other third party rights or other interests and together with all rights now or hereafter attaching or accruing to them, including voting rights and the right to receive and retain all dividends and other distributions (if any) authorised, declared, made or paid, or any other return of capital (whether by reduction of share capital or share premium account or otherwise) made, by Mitie by reference to a record date on or after the Effective Date.

The Acquisition is conditional on the approval of Mitie Shareholders, the satisfaction of the Material Regulatory Conditions (further detailed at paragraph 12 of Part Two (*Explanatory Statement*) of this document, to which the attention of Mitie Shareholders is specifically drawn and which should be read carefully) and the further Conditions and terms set out in Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this document.

3 Information relating to 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 of the London Stock Exchange.

Mitie Group plc is a public limited company incorporated in Scotland with registered number SC019230.

Financial and ratings information on Mitie is set out in Part Five (*Financial Information*) of this document.

4 Information relating to 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.

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

Financial and ratings information on the OCS Group is set out in Part Five (*Financial Information*) of this document.

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.

5 Financial effects of the Acquisition on OCS

Following the Scheme becoming effective, the earnings, assets and liabilities of OCS will include the consolidated earnings, assets and liabilities of the Mitie Group. OCS's consolidated earnings, assets and liabilities will therefore be altered accordingly. As it will acquire Mitie pursuant to the Acquisition, OCS's financial results and position will also be subject to equivalent alterations. In addition, the OCS Group's consolidated liabilities will also be increased to reflect the borrowings incurred to fund the Acquisition.

6 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 on or around the date of this document, including, where required, with details of the appropriate proposals that will be made to such participants in accordance with Rule 15 of the Code.

A summary of the effect of the Acquisition (without prejudice to the communications to be sent directly to the participants in the Mitie Share Plans) is as follows:

- outstanding awards granted under the EDP are already vested and exercisable; such awards will lapse one month after the Scheme Court Hearing (or earlier in accordance with their terms) to the extent not exercised;
- outstanding awards granted under the RSP are already vested and exercisable; such awards will lapse six months after the Scheme Court Hearing (or earlier in accordance with their terms) to the extent not exercised;
- outstanding awards granted under the CSP that vest in the ordinary course before the date of the Scheme Court Hearing will vest as determined by the Mitie remuneration committee in accordance with the rules of the CSP and the terms of the relevant award; such awards will lapse six months after the Scheme Court Order (or earlier in accordance with their terms) to the extent not exercised;

- Continuing Awards granted under the CSP will not vest on the date of the Scheme Court Hearing and will instead, conditional on the Scheme Court Order being granted and with effect from the Effective Date, be exchanged for equivalent cash awards equal to the number of Mitie Shares subject to the relevant Continuing Award multiplied by the Acquisition Price, plus the value of any accrued dividend equivalents, subject to the same vesting conditions (including, where relevant, performance conditions);
- CSP awards granted on 17 July 2026 will, in accordance with the terms of the relevant award, lapse in full on the date of the Scheme Court Hearing. All other outstanding awards granted under the CSP that are not Continuing Awards and that have not vested in the ordinary course prior to the date of the Scheme Court Hearing will, by reason of the Scheme and the rules of the CSP, vest and become exercisable in full on the date of the Scheme Court Hearing, and will lapse six months after the Scheme Court Hearing (or earlier in accordance with their terms) to the extent not exercised;
- any outstanding awards granted under the DBP that have not vested in the ordinary course prior to the date of the Scheme Court Hearing will, by reason of the Scheme and the rules of the DBP, vest in full on the date of the Scheme Court Hearing;
- any outstanding awards granted under the LTIP that vest in the ordinary course before the date of the Scheme Court Hearing will vest as determined by the Mitie remuneration committee in accordance with the rules of the LTIP, the terms of the relevant award and, where applicable, the Mitie directors' remuneration policy;
- outstanding LTIP awards granted in 2021 to 2025 (inclusive) will, by reason of the Scheme and the rules of the LTIP, vest and become exercisable on the date of the Scheme Court Hearing. Where the Scheme Court Hearing takes place on or after the third anniversary of the grant date of the relevant LTIP award, any remaining portion of such award will vest and become exercisable in full on the date of the Scheme Court Hearing. Where the Scheme Court Hearing takes place before the third anniversary of grant, performance conditions will be assessed by the Mitie remuneration committee on, or shortly before, the date of the Scheme Court Hearing (with performance currently expected to be achieved at maximum) and no reduction for time pro-rating will be applied (resulting in vesting of 100 per cent.);
- outstanding LTIP awards granted in 2026 will, by reason of the Scheme and the rules of the LTIP, vest and become exercisable on the date of the Scheme Court Hearing subject to performance assessment by the Mitie remuneration committee on, or shortly before, the date of the Scheme Court Hearing and to time pro-rating by reference to the proportion of the performance period that has elapsed as at the date of the Scheme Court Hearing (determined in accordance with the LTIP rules);
- vested LTIP awards will lapse one month after the Scheme Court Hearing (or earlier in accordance with their terms) to the extent not exercised, and any holding period applying to LTIP awards will cease to apply on the date of the Scheme Court Hearing;
- options outstanding under the Sharesave will (to the extent not already exercisable) become exercisable on the date of the Scheme Court Hearing, to the extent of the participant's accrued savings (and interest, if any) under the linked savings arrangement, and will remain exercisable for 20 days following the Scheme Court Hearing before lapsing (or earlier in accordance with their terms); and

- Mitie Shares held on behalf of participants in the SIP, and any unallocated Mitie Shares held in the SIP, will participate in the Scheme on the same terms as all other Mitie Shareholders.

It is proposed to amend the Mitie Articles at the General Meeting to provide that any Mitie Shares issued or transferred out of treasury to (*inter alia*) settle awards or options under the Mitie Share Plans will either be:

- subject to the terms of the Scheme (if such issue or transfer occurs prior to the Scheme Record Time); or
- if such issue or transfer occurs at or after the Scheme Record Time, compulsorily acquired by OCS on the same terms as the Scheme (other than terms as to timing and formalities).

This means that participants in the Mitie Share Plans will (to the extent their awards and options vest or are exercised, as relevant) be able to receive the Acquisition Price in respect of any Mitie Shares to which they become entitled and continue to hold at the Scheme Record Time (or later).

Further information in respect of the proposed amendments to the Mitie Articles is contained in paragraph 11.4 of this Part Two (*Explanatory Statement*) and in the Notice of General Meeting in Part Eleven (*Notice of General Meeting*) of this document.

7 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 (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 per cent. of basic salary and each Retention Award will be payable in two tranches with the first tranche (equal to 50 per cent. 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 per cent. 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 per cent. of the relevant Executive Director Retention Award) payable within 10 days of Delisting and the second tranche (equal to 40 per cent. of the relevant Executive Director Retention Award) payable within 14 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.

8 Mitie Directors and the effects of the Scheme on their interests

Details of the interests of the Mitie Directors in the share capital of Mitie, and options and awards in respect of such share capital, are set out in paragraph 4 of Part Seven (*Additional Information on Mitie and OCS*) of this document. Mitie Shares held by the Mitie Directors will be subject to the Scheme. Particulars of the service contracts (including termination provisions and arrangements) and letters of appointment of the Mitie Directors (as applicable) are set out in paragraph 7 of Part Seven (*Additional Information on Mitie and OCS*) of this document. Additionally, details of the Executive Director Retention Awards are described in paragraph 7 of this Part Two (*Explanatory Statement*).

OCS has received irrevocable undertakings to vote (or procure the voting) in favour of the Scheme at the Court Meeting and the Special Resolution at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) from each Mitie Director holding Mitie Shares, in respect of a total of 19,957,080 Mitie Shares (representing in aggregate approximately 1.53 per cent. of the ordinary share capital of Mitie in issue as at the close of business on the Latest Practicable Date).

Further details of these irrevocable undertakings are set out in paragraph 6 of Part Seven (*Additional Information on Mitie and OCS*) of this document.

Save as set out in this document, the effect of the Scheme on the interests of the Mitie Directors does not differ from its effect on the like interests of any other Mitie Shareholder.

9 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 published in connection with the Acquisition; (iii) certain arrangements relating to dividends (as summarised in paragraph 13 below); and (iv) matters relating to the arrangements between OCS and Mitie management described in paragraph 7 of this Part Two. 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.

10 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 20 July 2026.

Further information regarding these arrangements is included in paragraph 8.2 of Part Seven (Additional Information *on Mitie and OCS*) of this 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.

11 Description of the Scheme and the Meetings

11.1 The Scheme

The Acquisition will be implemented by means of a Scottish Court-sanctioned scheme of arrangement between Mitie and the Scheme Shareholders under Part 26 of the Companies Act. The procedure requires approval by Mitie Shareholders of the Scheme at the Court Meeting and passing of the Special Resolution at the General Meeting, and sanction of the Scheme by the Court. The Scheme is set out in full in Part Four (*The Scheme of Arrangement*) of this document.

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. This will be achieved by the transfer of Mitie Shares to OCS, in consideration for which the Mitie Shareholders whose names appear on the Mitie register of members at the Scheme Record Time will receive the consideration on the basis set out in this Part Two (*Explanatory Statement*).

All Mitie Shareholders are entitled to attend the Scheme Court Hearing in person or through counsel to support or oppose the sanctioning of the Scheme.

If the Scheme becomes effective, it will be binding on all Mitie Shareholders who are Scheme Shareholders under the terms of the Scheme, irrespective of whether or not they attended or voted at the Court Meeting or the General Meeting, and whether or not they voted in favour of or against the Scheme.

Mitie Shareholders or a person who considers that he or she has an interest in the Scheme (each an **"Interested Party"**) and who is concerned that the Scheme may adversely affect him or her is entitled to be heard by the Court, as explained below.

If an Interested Party wishes to raise concerns in relation to the Scheme with the Court or appear at the Scheme Court Hearing, he or she should seek independent legal advice and arrange for written answers to the petition to be lodged electronically (by email to commercial@scotscourts.gov.uk), with the Court and within the time specified in the advertisement of the petition and pay the required fee. Written answers are a formal Court document, which must comply with the rules of the Court and should normally be prepared by Scottish counsel or Scottish solicitor advocates.

However, the practice of the Court has been that it will normally be open to considering written objections which are not in the form of written answers and/or allow an Interested Party who has not lodged written answers to appear at the Scheme Court Hearing. Each Interested Party should note that, although the normal practice of the Court is to consider informal objections made in person or in writing, the decision to do so is entirely at the discretion of the Court, and that the Court may require an Interested Party to lodge written answers in order to raise objections to the Scheme and/or appear at the Scheme Court Hearing. If the Court sanctions the Scheme, the Scheme will become effective upon the delivery of the Scheme Court Order to the Registrar of Companies for registration. This is presently expected to occur two business days after the date of the Scheme Court Hearing.

OCS will instruct counsel to undertake to the Court on OCS's behalf to consent to and be bound by the Scheme and to execute and do or procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it for the purpose of giving effect to the Scheme.

11.2 The Meetings

Before the Court is asked to sanction the Scheme, the Scheme requires the approval of Mitie Shareholders at the Court Meeting and the passing of the Special Resolution by Mitie Shareholders at the General Meeting.

The Court Meeting and the General Meeting will be held at Level 12, The Shard, 32 London Bridge Street, London, SE1 9SG. The Court Meeting will be held at 11:30 a.m. on 16 September 2026 and the General Meeting will be held at 11:45 a.m. on 16 September 2026, or as soon thereafter as the Court Meeting has concluded or been adjourned.

Notices of the Court Meeting and the General Meeting are set out in Part Ten (*Notice of Court Meeting*) and Part Eleven (*Notice of General Meeting*), respectively, of this document.

Information about the procedures for appointing proxies and giving voting instructions in relation to the Meetings is set out in paragraph 18 of this Part Two (*Explanatory Statement*) and on pages 11 to 15 of this document.

11.2.1 The Court Meeting

The Court Meeting, which has been convened for 11:30 a.m. on 16 September 2026, is being held with the permission of the Court to seek the approval of Mitie Shareholders for the Scheme.

At the Court Meeting, voting will be by poll and each Scheme Shareholder present (in person or by proxy) will be entitled to one vote for each Scheme Share held at the Voting Record Time. The Scheme must be approved by a majority in number of those Scheme Shareholders who are present and vote, either in person or by proxy, and who represent 75 per cent. or more in value of the Scheme Shares voted by them. Holders of Excluded Shares (if any) are not entitled to vote at the Court Meeting or any adjournment thereof.

It is important that, for the Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of shareholder opinion. You are therefore strongly urged to sign and return both of your Forms of Proxy, or to appoint a proxy online or through CREST or Proxymity, as soon as possible.

Due to the length of time anticipated to be required to calculate the results of the poll, the result of the vote at the Court Meeting will be publicly announced by Mitie via a Regulatory Information Service as soon as practicable after the Court Meeting.

You will find the Notice of the Court Meeting in Part Ten (*Notice of Court Meeting*) of this document.

11.2.2 The General Meeting

The General Meeting has been convened for 11:45 a.m. on 16 September 2026 (the same date as the Court Meeting), or as soon after that time as the Court Meeting has concluded or been adjourned, to consider and, if thought fit, pass the Special Resolution:

(a) to authorise the Mitie Directors to effect the Scheme; and

(b) to approve certain amendments to the Mitie Articles (as described in paragraph 11.4 below).

Voting at the General Meeting will be by poll and each Mitie Shareholder present (in person or by proxy) will be entitled to one vote for each Mitie Share held at the Voting Record Time. In order for the Special Resolution to be passed, it must be approved by votes in favour representing 75 per cent. or more of the votes cast either in person or by proxy. Holders of Excluded Shares (if any) may vote at the General Meeting.

Due to the length of time anticipated to be required to calculate the results of the poll, the result of the vote at the General Meeting will be announced by Mitie via a Regulatory Information Service as soon as practicable after the General Meeting.

11.3 Scheme Court Hearing

The Scheme also requires the sanction of the Court. The Scheme Court Hearing set out in Part Ten (*Notice of Court Meeting*) of this document is expected to be held in the first quarter of 2027 (subject to the satisfaction or waiver of the other Conditions, in particular the Material Regulatory Conditions (as detailed further below)). Mitie will give adequate notice of the date of the Scheme Court Hearing, once known, by issuing an announcement through a Regulatory Information Service.

All Mitie Shareholders are entitled to attend the Scheme Court Hearing in person or through counsel to support or oppose the sanctioning of the Scheme.

Following sanction of the Scheme by the Court, the Scheme will become effective once a copy of the Scheme Court Order has been delivered to the Registrar of Companies.

If the Scheme becomes effective, it will be binding on all Mitie Shareholders who are Scheme Shareholders under the terms of the Scheme, irrespective of whether or not they attended or voted at the Court Meeting or the General Meeting, and whether or not they voted in favour of or against the Scheme.

If the Scheme does not become effective by the Long Stop Date, the Scheme will lapse and the Acquisition will not proceed.

11.4 Amendments to the Mitie Articles

The Special Resolution to be proposed at the General Meeting relating to the Scheme will contain provisions to amend the Mitie Articles to ensure that:

(i) any Mitie Shares which are issued or transferred under the Mitie Share Plans or otherwise after the Articles are amended and before the Scheme Record Time (other than to OCS and/or its nominees) will be issued subject to the terms of the Scheme and the holders of such shares will be bound by the terms of the Scheme; and

(ii) subject to the Scheme becoming effective, any Mitie Shares issued or transferred at or after the Scheme Record Time (other than to OCS and/or its nominees) will be acquired by OCS, in consideration of the same cash consideration per Mitie Share as will be received by holders of Mitie Shares under the Scheme.

This will avoid any person (other than OCS or its nominee(s)) being left with Mitie Shares after the Scheme becomes effective.

The proposed amendments to the Mitie Articles referred to above are set out in the Notice of the General Meeting in Part Eleven (*Notice of General Meeting*) of this document.

11.5 Entitlement to vote at the Meetings

Mitie Shareholders whose names appear on Mitie's register of members at the Voting Record Time (expected to be 6:30 p.m. on 14 September 2026) will be entitled to attend and vote at the Court Meeting (other than any holders of Excluded Shares, as applicable) and the General Meeting. If either Meeting is adjourned, only those Mitie Shareholders on the register of members at 6:30 p.m. two working days before the date set for the adjourned Mitie Meeting(s) (other than any holders of Excluded Shares) will be entitled to attend and vote.

The completion and return of a Form of Proxy or the appointment of a proxy or proxies electronically will not prevent a Mitie Shareholder from attending, submitting written questions, and voting in person at either Meeting or any adjournment of a Meeting if such shareholder wishes and is entitled to do so. In the event of a poll on which a Mitie Shareholder votes in person, their proxy votes previously lodged will be excluded.

If you are in any doubt as to whether or not you are permitted to vote at either the Court Meeting or the General Meeting or have any questions in relation to this document, the Meetings, or the completion and return of the Forms of Proxy, please contact Mitie's registrars, MUFG Corporate Markets, via the Shareholder Helpline on the numbers indicated on page 9 of this document.

11.6 Modifications to the Scheme

The Scheme contains a provision for Mitie and OCS jointly to consent (on behalf of all persons concerned) to any modification of, or addition to, the Scheme or to any condition approved or imposed by the Court. The Court would be unlikely to approve any modification of, or addition to, or impose a condition to the Scheme which might be adverse to the interests of the Mitie Shareholders unless Mitie Shareholders were informed of any such modification, addition, or condition. It would be a matter for the Court to decide, in its discretion, whether or not a further meeting of Mitie Shareholders should be held in such circumstances.

11.7 Return of documents of title

If the Scheme lapses or is withdrawn, all documents of title lodged by any Mitie Shareholder will be returned to such Mitie Shareholder as soon as practicable (and in any event within 14 days of such lapsing or withdrawal) and to the extent that any Mitie Shares are held in escrow by MUFG Corporate Markets in connection with the Scheme, instructions will be given immediately for the release of such securities.

11.8 Alternative means of implementing the Acquisition

OCS reserves the right, 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, as an alternative to the Scheme, in which case additional documents will be required to be sent to Mitie Shareholders. In such event, the Takeover Offer will be implemented on substantially the same terms as those that would apply to the Scheme subject to appropriate amendments to reflect the change in method of effecting the Acquisition and subject to the consent of the Panel.

12 Conditions to the Acquisition

The Acquisition and, accordingly, the Scheme are subject to a number of Conditions (in particular the Material Regulatory Conditions) set out in full in Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this document and will only become effective if, among other things, the following events occur on or before the Long Stop Date:

(a) the approval of the Scheme at the Court Meeting by a majority in number of the Scheme Shareholders who are present and vote, either in person or by proxy, and who represent 75 per cent. or more in value of the Scheme Shares voted by those Scheme Shareholders;

(b) the Special Resolution being passed at the General Meeting by Mitie Shareholders representing 75 per cent. or more of the votes cast (either in person or by proxy);

(c) the satisfaction or waiver of the Material Regulatory Conditions (as detailed further below);

(d) the sanction of the Scheme by the Court at the Scheme Court Hearing (with or without modification but subject to any modification being on terms acceptable to Mitie and OCS); and

(e) the delivery of a copy of the Scheme Court Order to the Registrar of Companies.

The Conditions set out in Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this document provide that the Scheme will lapse if:

- the Court Meeting and the General Meeting are not held by 8 October 2026 (or such later date as may be agreed between Mitie and OCS);
- the Scheme Court Hearing is not held by the 22nd day after the expected date of such hearing, which is expected to be no later than 14 days following the satisfaction (or, where applicable, waiver) of the Material Regulatory Conditions (or such later date as may be agreed between Mitie and OCS); or
- the Scheme does not become effective by the Long Stop Date,

provided, however, that 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, and the Long Stop Date may be extended by agreement between Mitie and OCS (with the consent of the Panel (if required) and the Court). Subject to satisfaction (or waiver, where applicable) of the Conditions (in particular the Material Regulatory Conditions, as detailed below), the Scheme is expected to become effective during the first quarter of 2027.

If any Condition is not capable of being satisfied (or, if capable of waiver, waived) by the date specified therein, OCS will make an announcement through a Regulatory Information

Service as soon as practicable and, in any event, by no later than 8:00 a.m. on the business day following the date so specified, stating whether OCS has invoked that Condition, (if applicable) waived that Condition or, with the agreement of Mitie, specified a new date by which that Condition must be satisfied.

Material Regulatory Conditions

The Acquisition is conditional on the Conditions set out in paragraphs 3.1 to 3.3 (inclusive) of Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*) (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 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 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.

13 Dividends

On 4 June 2026, the Mitie Directors announced that they were recommending the FY26 Final Dividend which was approved by Mitie Shareholders at Mitie's annual general meeting held on 21 July 2026. As a result, Mitie Shareholders on Mitie's register of members at the relevant record date will be entitled to receive and retain the FY26 Final Dividend regardless of whether the Acquisition becomes effective. It is expected that the FY26 Final Dividend will be paid on 27 August 2026.

OCS has also agreed that, if the Effective Date does not occur on or before 19 November 2026, the Mitie Directors may resolve to pay an interim dividend in respect of the financial period commenced on 1 April 2026 and ending on 30 September 2026 of up to 1.3 pence per Mitie Share (the "**FY27 Interim Dividend**"). Any FY27 Interim Dividend will be payable to Mitie Shareholders on the register of members of Mitie at the earlier of (i) a record time to be set in accordance with Mitie's dividend timetable (expected to be 27 November 2026); and (ii) the Scheme Record Time. It will be paid no later than the earlier of (i) a payment date to be set in accordance with Mitie's dividend timetable (expected to be 18 December 2026); and (ii) 14 days after the Effective Date. For the avoidance of doubt, if the Effective Date occurs before the payment date otherwise applicable to the FY27 Interim Dividend under Mitie's dividend timetable, the FY27 Interim Dividend shall instead be paid to Mitie Shareholders at the same time as the Scheme consideration is paid by OCS.

Except for the FY26 Final Dividend and any FY27 Interim Dividend (together, the "**Permitted Dividends**"), if, on or after 21 July 2026 and before the Effective Date, any dividend and/or other distribution and/or other return of capital is declared, made or paid or becomes payable in respect of Mitie Shares, OCS reserves the right to reduce the Acquisition Price by an amount up to the amount of such dividend and/or distribution and/or return of capital, in which case any reference in this document to the Acquisition Price will be deemed to be a reference to the Acquisition Price as so reduced. Any exercise by OCS of its rights referred to above will be the subject of an announcement and, for the avoidance of doubt, will not be regarded as constituting any revision or variation of the terms of the Scheme. In such circumstances, Mitie Shareholders would be entitled to retain any such dividend, distribution or other return of capital declared, made or paid or which becomes payable.

14 Cancellation of listing of Mitie Shares

An indicative timetable of principal events setting out, among other things, the expected date of the last day of dealings in, and the suspension of dealings in, Mitie Shares on the London Stock Exchange's main market for listed securities is on pages 16 and 17 of this document.

The last day of dealings in, and registration of transfers of Mitie Shares on the London Stock Exchange will be the date falling two business days after the Scheme Court Hearing, following which Mitie Shares will be suspended from the Official List and from the London Stock Exchange's main market for listed securities on the business day with effect from the third business day following the Scheme Court Hearing.

Prior to the Scheme becoming effective, Mitie will make an application for the cancellation of trading of the Mitie Shares on the London Stock Exchange's Main Market for listed securities and for the cancellation of the listing of the Mitie Shares on the equity shares (commercial companies) category of the Official List, in each case to take effect on or shortly after the business day following the Effective Date. The last day of dealings in, and registration of transfers of, Mitie Shares is expected to be the date falling two business days following the Scheme Court Hearing and no transfers of Mitie Shares will be registered after 6:30 p.m. on that date.

On the Effective Date, Mitie will become a wholly-owned subsidiary of OCS and share certificates in respect of Mitie Shares will cease to be valid and should be destroyed. In addition, on the Effective Date, entitlements to Mitie Shares held within the CREST system will be disabled and all Mitie Shares will be removed from CREST in due course.

It is also intended that, following the Scheme becoming effective, Mitie will be re-registered as a private limited company under the relevant provisions of the Companies Act.

15 Settlement

Subject to the Scheme becoming effective: (i) cash payments will be paid in pounds sterling; and (ii) settlement of the consideration to which any Mitie Shareholder is entitled under the Scheme will be effected in the manner set out below:

15.1 Mitie Shares in uncertificated form (that is, in CREST)

Where, at the Scheme Record Time, a Mitie Shareholder holds Mitie Shares in uncertificated form, the Acquisition Price to which such Mitie Shareholder is entitled will be transferred to such person through CREST by OCS procuring the creation of an assured payment obligation in favour of the appropriate CREST account through which such Mitie Shareholder holds such uncertificated Mitie Shares within 14 days of the Effective Date.

As at the close of trading on the last day of dealings in Mitie Shares prior to the Effective Date, there may be unsettled, open trades for the sale and purchase of Mitie Shares within CREST. The Mitie Shares that are the subject of such unsettled trades will be treated under the Scheme in the same way as any other Mitie Share registered in the name of the relevant seller under that trade. Consequently, those Mitie Shares will be transferred under the Scheme and the seller will receive the appropriate cash consideration.

OCS reserves the right to pay the Acquisition Price to all or any Mitie Shareholder(s) who hold Mitie Shares in uncertificated form in the manner referred to in paragraph 15.2 below if, for reasons outside its reasonable control, it is not able to effect payment as set out in this paragraph 15.1 or to do so would incur material additional costs.

15.2 Mitie Shares in certificated form

Where, at the Scheme Record Time, a Mitie Shareholder holds Mitie Shares in certificated form and has registered a bank account mandate with MUFG Corporate Markets for dividend payments, settlement of the cash consideration to which such holder of Mitie Shares is entitled will be made by bank transfer. Payments will be made not later than 14 days after the Effective Date. None of Mitie, OCS nor any of their nominees or respective agents will be responsible for any loss or delay in the transmission of electronic payments made to registered bank account mandates.

Where, at the Scheme Record Time, a Mitie Shareholder holds Mitie Shares in certificated form but has not registered a bank account mandate with MUFG Corporate Markets settlement of the cash consideration to which such holder of Mitie Shares is entitled will (subject as set out below) be despatched by first class post (or international standard or airmail post, if overseas), by cheque drawn on a branch of a UK clearing bank.

Payments made by cheque will be payable to the Mitie Shareholder(s) concerned. Cheques will be despatched not later than 14 days after the Effective Date to the person entitled thereto at the address appearing on the register of members of Mitie at the Scheme Record Time. None of Mitie, OCS nor any of their nominees or respective agents will be responsible for any loss or delay in the transmission of cheques sent in this way, and such cheques will be sent at the risk of the person(s) entitled thereto.

Shareholders whose bank account details have changed or those that have not registered a mandate with MUFG Corporate Markets can register or update their details via www.mitie-shares.com by no later than the Scheme Record Time.

OCS reserves the right, instead of electronic payment, to effect payment of the cash consideration to which Mitie Shareholders are entitled by any other method as OCS may determine (including by cheque).

15.3 Mitie Discretionary Share Plans

In the case of Mitie Shares issued or transferred (including beneficially) pursuant to the Mitie Discretionary Share Plans after the Scheme Court Hearing and prior to the Scheme Record Time, OCS will (not later than the 14th day following the Effective Date) pay to Mitie the Acquisition Price due to the holders of such Mitie Shares in accordance with the terms of the Scheme. Such amounts shall then be paid by Mitie to the relevant employee's (or former employee's) bank account (into which their Mitie Group salary or wages are or were most recently paid) in the next practicable payroll (after the deduction of any applicable exercise price, income tax and employee's social security contributions, United Kingdom income contingent repayment student loan repayments, or similar taxes or levies (or their equivalent in any jurisdiction) required to be withheld and/or accounted for by any member of the Mitie Group or other relevant employer or former employer).

15.4 General

On the Effective Date, each certificate representing a holding of Mitie Shares will cease to be a valid document of title and should be destroyed. At the Scheme Record Time, entitlements to Mitie Shares held within CREST will be disabled and all Mitie Shares will be removed from CREST in due course.

Except with the consent of the Panel, settlement of the cash consideration due under the Scheme to which any Mitie Shareholder is entitled under the Scheme will be implemented in full in accordance with the terms of the Scheme free of any lien, right of set-off, counterclaim, or other analogous right to which OCS might otherwise be, or claim to be, entitled against such Mitie Shareholder.

16 UK taxation

Mitie Shareholders should read Part Six of this document headed "*United Kingdom Taxation*", which provides a summary of certain UK tax consequences of the Scheme. If you are in any doubt as to your tax position or are subject to taxation in any jurisdiction other than the United Kingdom, you are strongly advised to consult an appropriate independent professional adviser.

17 Overseas Shareholders

Overseas Shareholders may be affected by the laws of other jurisdictions in relation to the Scheme and/or the Acquisition. Overseas Shareholders should inform themselves about and observe any applicable legal or regulatory requirements. Mitie Shareholders (including Overseas Shareholders) should consult their own legal and tax advisers with respect to the legal and tax consequences of the Acquisition in their particular circumstances. It is the responsibility of all Overseas Shareholders to satisfy themselves as to the full observance of the laws or regulations of any relevant jurisdiction in connection with the Scheme and the Acquisition, including the obtaining of any governmental, exchange control or other consents which may be required, or the compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes due in such jurisdiction.

The release, publication, or distribution of this document and/or any accompanying documents (in whole or in part) in, into or from jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws or regulations of any such jurisdictions should inform themselves about, and observe, any applicable legal and regulatory requirements. Any person (including, without limitation, nominees, trustees and custodians) who would, or otherwise intends to, forward this document or any accompanying document to any jurisdiction outside the United Kingdom should refrain from doing so and seek appropriate professional advice before taking any action. In particular, the ability of persons who are not resident in the United Kingdom to vote their Mitie Shares at the Court Meeting and/or the General Meeting, or to appoint another person as proxy to vote their Mitie Shares in respect of the Court Meeting and/or the General Meeting on their behalf, may be affected by the laws of any relevant jurisdiction. 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.

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

Nothing in this document or the accompanying documents should be relied upon for any other reason or purpose. This document and the accompanying documents are for information purposes only and neither this document nor the accompanying documents are intended to, and do not, constitute an offer or invitation to sell, purchase, subscribe for or issue any securities or the solicitation of an offer to buy or subscribe for securities in any jurisdiction in which such offer or solicitation is unlawful.

This document will not be made available, directly or indirectly, in or into or by use of the mails or any other means or instrumentality (including, without limitation, telephonic or electronic) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, a Restricted Jurisdiction, and no person may vote in favour of (or against) the Acquisition by any such use, means, instrumentality or facility or from within a Restricted Jurisdiction. Copies of this document and formal documentation relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded or distributed in, into or from a Restricted Jurisdiction.

The Acquisition relates to shares of a Scottish company and is proposed to be made by means of a scheme of arrangement provided for under the laws of Scotland. The Scheme relates to the shares of a UK company that is a “foreign private issuer” as defined under Rule 3b-4 under the US Exchange Act. A transaction effected by means of a scheme of arrangement is not subject to the shareholder vote, proxy solicitation and tender offer rules under the US Exchange Act. Accordingly, the Scheme is subject to the disclosure requirements, rules and practices applicable in the United Kingdom to schemes of arrangement, which differ from the disclosure requirements and practices of the US shareholder vote, proxy solicitation and tender offer rules. Financial information in relation to Mitie included in the relevant documentation has been prepared in accordance with accounting standards applicable in the UK and may not be comparable to the financial statements of US companies. However, if OCS were 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 the US tender offer rules, to the extent applicable. Such Takeover Offer 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 US Exchange Act.

The settlement procedure with respect to the Acquisition will be consistent with UK practice, which differs from US domestic tender offer procedures in certain material respects, particularly with regard to the date of payment.

The receipt of cash pursuant to the Scheme by a US holder of Mitie Shares as consideration pursuant to the terms of the Scheme may be a taxable transaction for US federal income tax purposes and under applicable US state and local tax laws. Each Mitie Shareholder is urged to consult their independent professional adviser immediately regarding the tax consequences of the Scheme applicable to them.

Mitie unsponsored ADR programme

JPMorgan Chase Bank, N.A., Deutsche Bank Trust Co Americas, Citibank, N.A. and Bank of New York each manage an unsponsored ADR programme with respect to Mitie Shares. Mitie is not party to these arrangements (or any other ADR programme).

Mitie ADR Holders should contact their depositary for information regarding the Scheme, and whether and how they may participate in the Scheme, exercise voting rights, and receive the consideration. Those Mitie ADR Holders who hold their Mitie ADRs indirectly should make any request through the bank, broker, financial institution, or other securities intermediary through which they hold their Mitie ADRs. To participate in the Scheme as holders of Mitie ADRs, Mitie ADR Holders should contact their depositary to determine how to surrender their Mitie ADRs for cancellation and withdraw the underlying Mitie Shares, which may be subject to fees, costs, and expenses payable by the Mitie ADR Holder.

18 Action to be taken

The Scheme must be approved at the Court Meeting. Implementation of the Scheme and the Acquisition will also require the passing of the Special Resolution by Mitie Shareholders at the General Meeting. The Court Meeting and the General Meeting will both be held at Level 12, The Shard, 32 London Bridge Street, London, SE1 9SG. The Court Meeting will be held at 11:30 a.m. on 16 September 2026 and the General Meeting will be held at 11:45 a.m. on the same date (or, if later, as soon thereafter as the Court Meeting has concluded or been adjourned).

Mitie Shareholders entitled to attend and vote at the Meetings are entitled to appoint a proxy to exercise all or any of their rights to attend and vote at the Court Meeting and/or General Meeting. A proxy need not be a Mitie Shareholder.

It is important that, for the Court Meeting, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of Mitie Shareholder opinion. You are therefore strongly urged to sign and return both of your Forms of Proxy, or appoint a proxy online or through CREST or Proxymity, as soon as possible.

You will find accompanying this document:

- a BLUE Form of Proxy for use in respect of the Court Meeting on 16 September 2026; and

- a WHITE Form of Proxy for use in respect of the General Meeting on 16 September 2026.

If you are a Mitie Shareholder and have not received all of these documents, please contact the shareholder helpline on the number indicated in paragraph 19 below.

(a) *Sending Forms of Proxy by hand or by post*

Please complete and sign the Forms of Proxy in accordance with the instructions printed on them and return them, either (i) by post, or (ii) during normal business hours only (being 9:00 a.m. to 5:30 p.m., Monday to Friday), by hand to Mitie's registrars, MUFG Corporate Markets, Central Square, 29 Wellington Street, Leeds, LS1 4DL as soon as possible and in any event so as to be received by no later than the following times and dates:

- BLUE Forms of Proxy for the Court Meeting by 11:30 a.m. on 14 September 2026
- WHITE Forms of Proxy for the General Meeting by 11:45 a.m. on 14 September 2026

or, in the case of an adjournment of either Meeting, by no later than 48 hours (excluding any part of a day that is not a working day) before the time and date set for the adjourned Meeting.

If the BLUE Form of Proxy for the Court Meeting is not returned by such time, it may be handed to Mitie's registrars, MUFG Corporate Markets, or to the Chair of the Court Meeting before the start of the Court Meeting and will still be valid. In the case of the General Meeting, unless the WHITE Form of Proxy is returned by the time and date set out above, it will be invalid.

Mitie Shareholders are entitled to appoint a proxy in respect of some or all of their Mitie Shares and may also appoint more than one proxy, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder. Mitie Shareholders who wish to appoint more than one proxy in respect of their holding of Mitie Shares should contact MUFG Corporate Markets for further Forms of Proxy.

(b) *Online appointment of proxies*

As an alternative to completing and returning the printed Forms of Proxy, proxies may be appointed electronically by logging on to the following website www.mitie-shares.com and following the instructions there. For an online proxy appointment to be valid, the appointment must be received by MUFG Corporate Markets no later than:

- 11:30 a.m. on 14 September 2026 in the case of the Court Meeting
- 11:45 a.m. on 14 September 2026 in the case of the General Meeting

or, in the case of an adjournment of either Meeting, by no later than 48 hours (excluding any part of a day that is not a working day) before the time and date set for the adjourned Meeting.

In the case of the Court Meeting only, if you have not appointed a proxy electronically by such time, you may complete the BLUE Form of Proxy and hand it to MUFG

Corporate Markets or to the Chair of the Court Meeting before the start of the Court Meeting.

(c) *Electronic appointment of proxies through CREST*

If you hold Mitie Shares in uncertificated form through CREST and wish to appoint a proxy for the Meetings (or any adjournments) by using the CREST electronic proxy appointment service, you may do so by following the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed any voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made by means of CREST to be valid, the CREST Proxy Instruction must be properly authenticated in accordance with Euroclear UK & International Limited's specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy, must, to be valid, be transmitted so as to be received by MUFG Corporate Markets (ID is RA10) at least 48 hours (excluding any part of a day that is not a working day) before the Court Meeting or the General Meeting, as applicable (or, in the case of an adjournment of either Meeting, at least 48 hours (excluding any part of a day that is not a working day) before such Meeting). For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST Applications Host) from which MUFG Corporate Markets is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST.

In the case of the Court Meeting only, if the CREST Proxy Instruction is not received by this time, the BLUE Form of Proxy may be presented in person to the MUFG Corporate Markets representative who will be present at the Court Meeting or the Chair of the Court Meeting, at any time prior to the start of the Court Meeting (or any adjournment or postponement thereof).

In the case of the General Meeting only, if the CREST Proxy Instruction is not received by this time, it will be invalid.

CREST members and, where applicable, their CREST sponsors or voting service provider(s) should note that Euroclear UK & International Limited does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s), to procure that their CREST sponsor or voting service provider(s) take(s)) such action as will be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. CREST members and, where applicable, their CREST sponsor or voting service provider(s) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001 (as amended).

Proxymity Voting – if you are an institutional investor you may also be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by the Company and approved by the Registrar. For further information regarding Proxymity, please go to www.proxymity.io. Your proxy must be lodged at least 48 hours (excluding any part of a day that is not a working day) before the Court Meeting or the General Meeting, as applicable (or, in the case of an adjournment of either Meeting, at least 48 hours (excluding any part of a day that is not a working day) before such Meeting). Before you can appoint a proxy via this process you will need to have agreed to Proxymity's associated terms and conditions. It is important that you read these carefully as you will be bound by them and they will govern the electronic appointment of your proxy. An electronic proxy appointment via the Proxymity platform may be revoked completely by sending an authenticated message via the platform instructing the removal of your proxy vote.

19 Shareholder Helpline

If you have any questions in relation to this document or the Acquisition, including in relation to the completion and return of the Forms of Proxy or appointing a proxy online or through CREST or Proxymity, please call the Shareholder Helpline on 0371 664 0321 (if calling from within the UK) or on +44 371 664 0321 (if calling from outside the UK). Lines are open from 9.00 a.m. to 5.30 p.m. Monday to Friday excluding public holidays in the United Kingdom. Calls to the Shareholder Helpline from outside the UK will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be recorded and monitored for security and training purposes. Please note that the Shareholder Helpline operators cannot provide advice on the merits of the Scheme or the Acquisition, nor give any financial, tax, investment or legal advice.

20 Further Information

The terms of the Scheme are set out in full in Part Four (*The Scheme of Arrangement*) of this document. Further information regarding Mitie and OCS is set out in Part Seven (*Additional Information on Mitie and OCS*) of this document. Documents published and available for inspection are listed in paragraph 14 of Part Seven (*Additional Information on Mitie and OCS*) of this document.

Yours faithfully,

Ardea Partners International LLP

Peel Hunt LLP

Goldman Sachs International

PART THREE
CONDITIONS TO THE IMPLEMENTATION OF THE SCHEME AND TO THE ACQUISITION

Part A
Conditions of the Scheme and the Acquisition

Long Stop Date

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

Scheme approval condition

2 The Scheme shall be subject to the following conditions:

2.1 (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 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 8 October 2026, being the 22nd day after the expected date of the Court Meeting set out in this document (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));

2.2 (i) the Special Resolution required to implement the Scheme (including the adoption of amendments to the Mitie Articles to be adopted at the General Meeting) being duly passed at the General Meeting (or any adjournment thereof); and (ii) such General Meeting being held on or before 8 October 2026, being the 22nd day after the expected date of the General Meeting set out in this document (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

2.3 (i) the sanction of the Scheme by the Court (with or without modification (but subject to any such modification being on terms acceptable to OCS and Mitie)) and the delivery of a copy of the Scheme 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 set out in this document (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 of this Part Three and to the requirements of the Panel, the Acquisition shall be conditional upon the following Conditions and, accordingly, the Scheme Court Order will not be delivered to the Registrar of Companies unless such Conditions (as amended if appropriate) have been satisfied or, where capable of waiver, waived:

Official authorisations, regulatory clearances and third-party clearances

CMA

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

3.1.1 that:

(i) 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

(ii) 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

(iii) 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

3.1.2 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 3.1.1 above, written confirmation having been received from the CMA that:

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

(ii) 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 paragraphs 82 and 84 of the EA,

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

European Commission

3.2 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:

3.2.1 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

3.2.2 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

3.2.3 in either case of paragraphs 3.2.1 or 3.2.2 above, been deemed to have adopted such a decision pursuant to Article 10 of the EU Merger Regulation; or

3.2.4 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

(i) each such authority taking a decision with equivalent effect to that referred to in paragraphs 3.2.1, 3.2.2 or 3.2.3 with respect to those parts of the Acquisition referred to it; and

(ii) the European Commission taking any of the decisions referred to in paragraphs 3.2.1, 3.2.2 or 3.2.3 with respect to any part of the Acquisition retained by it,

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

UK National Security

3.3 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:

3.3.1 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

3.3.2 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

3.3.3 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

3.4 other than in respect of or in connection with the Conditions in paragraphs 3.1 to 3.3 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;

3.5 other than in respect of or in connection with the Conditions in paragraphs 3.1 to 3.3 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 matters

3.6 other than in respect of or in connection with the Conditions in paragraphs 3.1 to 3.3 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:

3.6.1 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;

3.6.2 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;

3.6.3 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;

3.6.4 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;

3.6.5 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;

3.6.6 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;

3.6.7 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

3.6.8 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.

3.7 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:

3.7.1 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;

3.7.2 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;

3.7.3 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;

3.7.4 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;

3.7.5 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;

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

3.7.7 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

3.7.8 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 3.7.1 to 3.7.8 of this paragraph 3.7;

Certain events occurring since the Last Accounts Date

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

3.8.1 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;

3.8.2 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;

3.8.3 other than the Permitted Dividends 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;

3.8.4 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;

3.8.5 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;

3.8.6 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;

3.8.7 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;

3.8.8 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 of the matters mentioned in paragraphs 3.8.1 or 3.8.2 above, made any other change to any part of its share capital;

3.8.9 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;

3.8.10 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;

3.8.11 (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;

3.8.12 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);

3.8.13 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;

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

3.8.15 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;

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

(i) 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;

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

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

(iv) 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;

3.8.17 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;

3.8.18 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;

3.8.19 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;

3.8.20 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

3.8.21 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 3.8;

No adverse change, litigation or regulatory enquiry

3.9 save as Disclosed, since the Last Accounts Date:

3.9.1 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;

3.9.2 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;

3.9.3 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;

3.9.4 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;

3.9.5 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

3.9.6 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

3.10 save as Disclosed, OCS not having discovered:

3.10.1 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;

3.10.2 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

3.10.3 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;

3.11 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:

3.11.1 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;

3.11.2 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;

3.11.3 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

3.11.4 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

3.12 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):

3.12.1 (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

3.12.2 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

3.12.3 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:

(i) 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

(ii) 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

3.12.4 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:

(i) 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;

(ii) 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;

(iii) 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;

(iv) 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
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:

1.1 the deadlines set out in paragraphs 2.1(ii), 2.2(ii) or 2.3(ii) of Part A of this Part Three 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

1.2 the Conditions set out in paragraph 3 of Part A of this Part Three.

2 The Conditions in paragraphs 1, 2.1(i), 2.2(i) and 2.3(i) of Part A of this Part Three 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 12 of Part Two (*Explanatory Statement*) and set out in Part A of this Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this document, to the further terms set out in this Part B of this Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this 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 Part Three 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 Part Three 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 in paragraph 12 of Part Two (*Explanatory Statement*).

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 Permitted Dividends.

10 Except for the Permitted Dividends, 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 3.8.3 of Part A of this Part Three) 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 document 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 exclusive jurisdiction of the Court and to the Conditions (in particular the Material Regulatory Conditions highlighted in Part Two (*Explanatory Statement*)) and further terms set out in this Part Three and Part Four (*The Scheme of Arrangement*) of this 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.

PART FOUR
THE SCHEME OF ARRANGEMENT

IN THE COURT OF SESSION

SCHEME OF ARRANGEMENT
(under Part 26 of the Companies Act 2006)

between

MITIE GROUP PLC

and

THE HOLDERS OF THE SCHEME SHARES
(as hereinafter defined)

PRELIMINARY

(A) In this Scheme, unless inconsistent with the subject or context, the following expressions have the following meanings:

"**Business Day**"	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
"**certificated**" or "**in certificated form**"	not in uncertificated form (that is, not in CREST)
"**Companies Act**"	the Companies Act 2006 (as amended)
"**Company**"	Mitie Group plc, incorporated in Scotland with registered number SC019230
"**Court**"	the Court of Session in Edinburgh at Parliament House, Parliament Square, Edinburgh, EH1 1RQ
"**Court Meeting**"	the meeting of the Scheme Shareholders convened pursuant to an order of the Court under section 896 of the Companies Act to consider and, if thought fit, approve this Scheme, including any adjournment of such meeting
"**CREST**"	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear in accordance with the Uncertificated Securities Regulations 2001 (SI 2001/3755) (as amended)
"**Discretionary Share Plans**"	the Share Plans, other than the Mitie Savings Related Share Option Scheme and the Mitie Share Incentive Plan
"**Euroclear**"	Euroclear UK & International Limited, incorporated in England and Wales with registered number 02878738
"**Excluded Shares**"	any Shares which are: (i) registered in the name of or beneficially owned by any member of the OCS Group; or (ii) held by the Company in treasury, in each case at any relevant date or time

"FY26 Final Dividend"	a final dividend in relation to the financial year ended 31 March 2026 of 3.1 pence
"FY27 Interim Dividend"	if the Scheme Effective Date does not occur on or before 19 November 2026, any interim dividend resolved to be paid by the Mitie Directors in respect of the financial period commenced on 1 April 2026 and ending on 30 September 2026 up to 1.3 pence per Mitie Share
"**holder**"	a registered holder and includes a person entitled by transmission
"**members**"	members of the Company on the register of members at any relevant date or time
"**MUFG Corporate Markets**" or "**Company's Registrar**"	MUFG Corporate Markets is a trading name of MUFG Corporate Markets (UK) Limited, a division of MUFG Pension & Market Services
"**OCS**"	OCS Group International Limited, incorporated in England and Wales with registered number 02946849
"**OCS Group**"	OCS, OCS Topco and their subsidiaries and subsidiary undertakings
"**OCS Topco**"	OCS Group Topco Limited, incorporated in England and Wales with registered number 14111894
"**Permitted Dividends**"	the FY26 Final Dividend and any FY27 Interim Dividend
"**Registrar of Companies**"	the Registrar of Companies in Scotland
"**Scheme**"	this scheme of arrangement in its present form or with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by the Company and OCS
"**Scheme Effective Date**"	the date upon which this Scheme becomes effective in accordance with Clause 6
"**Scheme Effective Time**"	the time and date at which this Scheme becomes effective in accordance with Clause 6
"**Scheme Record Time**"	6:30 p.m. on the date falling two Business Days after the date on which the Court makes its order sanctioning this Scheme
"**Scheme Shareholder**"	a holder of one or more Scheme Shares at any relevant date or time
"**Scheme Shares**"	(i) the Shares in issue at the date of this Scheme; (ii) any Shares issued after the date of this Scheme and before the Voting Record Time; and (iii) any Shares issued at or after the Voting Record Time and before the Scheme Record Time on terms that the holder thereof shall be bound by this Scheme, or in respect of which the original or any

subsequent holders thereof shall have agreed in writing to be bound by this Scheme,

and in each case (where the context requires) remaining in issue at the Scheme Record Time, but excluding any Excluded Shares

"**Shares**"	ordinary shares of 2.5 pence each in the capital of the Company
"**Share Plans**"	the Mitie Long Term Incentive Plan 2015, the Mitie Enhanced Delivery Plan, the Mitie Deferred Bonus Plan, the Mitie Conditional Share Plan (including the Retention Share Plan operated under it), the Mitie Savings Related Share Option Scheme and the Mitie Share Incentive Plan, in each case as amended from time to time
"**subsidiary**" and "**subsidiary undertaking**"	have the meanings given in the Companies Act
"**Takeover Code**"	the UK City Code on Takeovers and Mergers issued from time to time by the Takeover Panel
"**Takeover Panel**"	the UK Panel on Takeovers and Mergers, or any successor thereto
"**uncertificated**" or "**in uncertificated form**"	recorded on the relevant register as being held in uncertificated form in CREST and title to which may be transferred by means of CREST
"**Voting Record Time**"	6:30 p.m. on the day which is two working days before the date of the Court Meeting or, if the Court Meeting is adjourned, 6:30 p.m. on the day which is two working days before the date of such adjourned meeting
"**working day**"	has the meaning given in section 1173 of the Companies Act

References to Clauses are to clauses of this Scheme, references to time are to London time, and references to £ and pence are to the lawful currency of the United Kingdom.

(B) The issued share capital of the Company as at the close of business on 12 August 2026 (being the latest practicable date prior to the date of this Scheme) was £32,552,762.35 divided into 1,302,110,494 ordinary shares of 2.5 pence each, all of which were credited as fully paid and 629,739 of which were held in treasury.

(C) As at the close of business on 12 August 2026 (being the latest practicable date prior to the date of this Scheme), it is assessed that: (i) up to 106,047,417 Shares may be issued or transferred out of treasury at or after the date of this Scheme to satisfy options and awards under the Share Plans which are outstanding as at such date; and (ii) there are 18,350,014 Shares held by the Company employee benefit trust at such date that can be used to satisfy the exercise of options or vesting of awards pursuant to the Share Plans.

(D) As at the close of business on 12 August 2026 (being the latest practicable date prior to the date of this Scheme) no Shares were registered in the name of or beneficially owned by OCS or other members of the OCS Group.

(E) OCS has agreed to appear by counsel at the hearing to sanction this Scheme and to submit to be bound by and to undertake to the Court to be bound by this Scheme insofar as it relates to OCS and to execute and do or procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it for the purpose of giving effect to this Scheme.

THE SCHEME

1 Transfer of the Scheme Shares

1.1 At the Scheme Effective Time, OCS (and/or its nominee(s)) shall acquire all of the Scheme Shares fully paid, with full title guarantee, free from all liens, equitable interests, charges, encumbrances, options, rights of pre-emption and any other third party rights or other interests, and together with all rights attaching or accruing to such Scheme Shares at the Scheme Effective Time, including voting rights and the right to receive and retain all dividends and other distributions (if any) authorised, declared, paid or made, or any return of capital (whether by reduction of share capital or share premium account or otherwise) made, by the Company by reference to a record date falling on or after the Scheme Effective Date.

1.2 For the purposes of such acquisition, the Scheme Shares shall be transferred to OCS (and/or its nominee(s)) and such transfer shall be effected by means of a form or forms of transfer or other instrument or instruction of transfer, or by means of CREST, and any person may be appointed by OCS as attorney and/or agent and shall be authorised as such attorney and/or agent on behalf of the holder concerned to execute and deliver as transferor such form or forms of transfer or other instrument or instruction of transfer (whether as a deed or otherwise), or procure the transfer by means of CREST, of such Scheme Shares and every form, instrument or instruction of transfer so executed or transfer so procured shall be as effective as if it had been executed or procured by the holder or holders of the Scheme Shares transferred. Each such instrument, form or instruction of transfer shall be deemed to be the principal instrument of transfer and the equitable or beneficial interest in the Scheme Shares shall only be transferred to OCS and/or its nominee(s), together with the legal interest in such Scheme Shares, pursuant to such instruction, form or instrument of transfer.

2 Consideration for the transfer of the Scheme Shares

2.1 In consideration for the transfer of the Scheme Shares, OCS shall (subject to the remaining provisions of this Clause 2) pay, or procure the payment of, cash to or for the account of the Scheme Shareholders (as appearing in the register of members of the Company at the Scheme Record Time) on the following basis:

for each Scheme Share **218.5 pence in cash**

2.2 If any dividend, distribution or return of capital other than the Permitted Dividends is authorised, declared, made or paid or becomes payable by the Company in respect of a Share before the Scheme Effective Time (and, if authorised or declared, is not cancelled before the Scheme Effective Time), OCS shall be entitled, subject to Clause 2.3.1, to reduce the amount of consideration for each Scheme Share by up to an amount per Scheme Share equal to such dividend, distribution or return of capital.

2.3 If OCS exercises the right referred to in Clause 2.2 to reduce the consideration payable by OCS for each Scheme Share by all or part of the amount of a dividend, distribution or return of capital, then:

2.3.1 Scheme Shareholders shall be entitled to receive and retain that dividend, distribution or return of capital in respect of the Scheme Shares they hold;

2.3.2 any reference in this Scheme to the consideration payable under this Scheme shall be deemed to be a reference to the consideration as so reduced; and

2.3.3 the exercise of such right shall not be regarded as constituting any modification or variation of the terms of this Scheme.

2.4 No amounts of cash of less than one penny shall be paid to any Scheme Shareholder pursuant to this Scheme and the aggregate amount of cash to which a Scheme Shareholder shall be entitled under Clause 2.1 shall be rounded down to the nearest penny. For the purposes of determining such entitlements, each portion of a Scheme Shareholder's holding which is recorded in the register of members of the Company by reference to a separate designation at the Scheme Record Time, whether in certificated or uncertificated form, shall be treated as a separate holding.

3 Settlement of consideration

3.1 As soon as practicable after the Scheme Effective Time, and in any event no later than 14 days after the Scheme Effective Date (or such other period as may be approved by the Takeover Panel), OCS shall satisfy the consideration due to Scheme Shareholders pursuant to Clause 2 as follows:

3.1.1 in the case of Scheme Shares which at the Scheme Record Time are in certificated form, subject to Clause 3.1.3 procure (i) that if the relevant Scheme Shareholder has set up a standing electronic payment mandate with MUFG Corporate Markets for the purpose of receiving dividend payments, such payment is made by way of an electronic payment to the account indicated in such standing electronic payment mandate, or (ii) otherwise that payment is made by cheque, provided that payment may be made to any Scheme Shareholder by such other method as may be approved by the Takeover Panel;

3.1.2 in the case of Scheme Shares which at the Scheme Record Time are in uncertificated form, subject to Clause 3.1.3 procure that Euroclear is instructed to create an assured payment obligation in favour of the payment bank of the persons entitled thereto in accordance with the CREST assured payment arrangements for the sums payable to them respectively, provided that OCS reserves the right to make payment of the said sums by electronic payment or cheque as set out in Clause 3.1.1 if, for reasons outside its reasonable control, it is not able to effect settlement in accordance with this Clause 3.1.2 or to do so would incur material additional costs; and

3.1.3 in the case of Scheme Shares issued or transferred pursuant to the Discretionary Share Plans after the Court makes its order sanctioning this Scheme and prior to the Scheme Record Time, pay the amount due in respect of such Scheme Shares to the Company or any of its subsidiaries or subsidiary undertakings or otherwise at its or their discretion by such method as may be determined by the Company, and then procure that payments are made to the relevant Scheme Shareholders (or their beneficiaries, where appropriate) through the next available payroll or by such other method as may be determined by the Company, subject to the deduction of any applicable exercise price, income taxes and employee's social security contributions, student loan repayments, or similar taxes or levies (or their equivalent in any jurisdiction) that are required to be withheld and/or accounted for by the Company or any of its subsidiaries or subsidiary undertakings, or any other relevant employer or former employer.

3.2 All deliveries of cheques pursuant to this Scheme shall be effected by sending the same by first class post (or international standard post or airmail, if overseas) in prepaid envelopes addressed to the persons entitled to them at their respective addresses as appearing in the register of members of the Company at the Scheme Record Time or, in the case of joint holders, at the address of that one of the joint holders whose name stands first in such register in respect of such joint holding at the Scheme Record Time, and none of the Company, OCS or their respective agents shall be responsible for any loss or delay in the transmission or delivery of any share certificates or cheques sent in accordance with this Clause 3.2 which shall be sent at the risk of the person(s) entitled thereto.

3.3 All cheques shall be in sterling drawn on a UK clearing bank and shall be made payable to the relevant Scheme Shareholder, and the encashment of any such cheque, or the making of any electronic payment or the creation of any assured payment obligation in accordance with Clause 3.1, shall be a complete discharge of OCS's obligations under this Scheme to pay the relevant monies.

3.4 If any Scheme Shareholder(s) have not encashed their respective cheques (if applicable) within six months of the date of such cheques, OCS shall procure that the consideration due to such Scheme Shareholders under the Scheme shall be held by such person as OCS may from time to time nominate (being an independent person carrying on business in the United Kingdom as a registrar and/or receiving agent) on behalf of such Scheme Shareholder(s) (subject to legal requirements of any jurisdiction relevant to such Scheme Shareholder(s)) for the purposes of satisfying OCS's obligations to pay the consideration due to such Scheme Shareholder(s) for a period of 12 years from the Scheme Effective Date. Such Scheme Shareholder(s) may (subject to the legal requirements of any legal jurisdiction relevant to such Scheme Shareholder(s)) claim the consideration due to them by written notice to OCS in such form and with such evidence which OCS determines evidences their entitlement to such consideration at any time during the period of 12 years from the Scheme Effective Date. OCS will not (subject to the legal requirement of any jurisdiction relevant to such Scheme Shareholder(s)) seek, require or accept repayment of such monies prior to the first Business Day after the twelfth anniversary of the Scheme Effective Date or otherwise with the Court's permission.

3.5 The provisions of this Clause 3 shall be subject to any condition or prohibition imposed by law.

4 Share certificates and transfer of entitlements

With effect from, or as soon as practicable after, the Scheme Effective Time:

4.1 all certificates representing Scheme Shares shall cease to have effect as documents of title to the Scheme Shares comprised in the certificates and every Scheme Shareholder shall be bound at the request of the Company to deliver up their share certificate(s) to the Company (or any person appointed by the Company to receive them) or, if the Company so directs, to destroy them;

4.2 the Company shall procure that entitlements to Scheme Shares in uncertificated form are disabled and that Euroclear is instructed to cancel or transfer the entitlements of Scheme Shareholders to Scheme Shares in uncertificated form and (if necessary) that entitlements to such Scheme Shares are rematerialised; and

4.3 subject to delivery of such form or forms of transfer or other instrument or instruction of transfer as may be required by Clause 1.2, and the payment of any stamp duty on them, the Company shall procure that appropriate entries are made in the register of members of the Company to reflect the transfer of the Scheme Shares.

5 Authority pending registration of transfer

With effect from the Scheme Effective Time and until the register of members of the Company is updated to reflect the transfer of the Scheme Shares to OCS (and/or its nominee(s)) pursuant to Clause 1.2:

5.1 OCS or its agents shall be entitled to direct the exercise of any votes and any or all other rights and privileges (including the right to requisition the convening of a general meeting of the Company or of any class of its shareholders) attaching to any Scheme Shares;

5.2 each Scheme Shareholder irrevocably authorises the Company and/or its agents to send any notice, circular, warrant, document or other communication which may be required to be sent to such Scheme Shareholder as a member of the Company in respect of their Scheme Shares (including any share certificate(s) or other document(s) of title issued as a result of conversion of their Scheme Shares into certificated form) to OCS at its registered office;

5.3 each Scheme Shareholder irrevocably appoints OCS and/or any one or more of its directors or agents to sign on behalf of such Scheme Shareholder such documents, and do such things, as may in the opinion of OCS and/or any one or more of its directors or agents be necessary or desirable in connection with the exercise of any votes or other rights or privileges attaching to the relevant Scheme Shares (including without limitation, an authority to sign any consent to short notice of a general or separate class meeting of the Company as attorney or agent for, and on behalf of, such Scheme Shareholder and/or to attend and/or execute a form of proxy in respect of such Scheme Shares appointing any person nominated by OCS and/or any one or more of its directors or agents to attend general and separate class meetings of the Company (or any adjournment thereof) and to exercise or refrain from exercising the votes attaching to the Scheme Shares on such Scheme Shareholder's behalf); and

5.4 each Scheme Shareholder irrevocably undertakes: (i) not to exercise any votes or any other rights attaching to the relevant Scheme Shares without the consent of OCS; and (ii) not to appoint a proxy or representative for or to attend any general meeting or separate class meeting of the Company.

6 Scheme Effective Time

6.1 This Scheme shall become effective upon a copy of the order of the Court sanctioning this Scheme being delivered to the Registrar of Companies.

6.2 Unless this Scheme has become effective on or before 21 July 2027, or such later date, if any, as OCS may, with the agreement of the Company or with the consent of the Takeover Panel, specify, and which (if required) the Court may approve, this Scheme shall never become effective.

7 Costs

The Company shall be authorised and permitted following this Scheme becoming effective to pay all of the costs and expenses relating to this Scheme.

8 Modification

The Company and OCS may jointly consent on behalf of all concerned to any modification of, or addition to, this Scheme or to any condition which the Court may approve or impose. For the avoidance of doubt, no modification may be made to this Scheme once it has become effective.

9 Governing law

This Scheme shall be governed by the laws of Scotland and subject to the exclusive jurisdiction of the Court. The rules of the Takeover Code shall apply to this Scheme.

Dated 13 August 2026

PART FIVE
FINANCIAL INFORMATION

Part A: Financial information relating to Mitie

The following sets out financial information in respect of Mitie as required by Rule 24.3(e) of the Code. The documents referred to below, the contents of which have previously been announced through a Regulatory Information Service, are incorporated into this document by reference pursuant to Rule 24.15 of the Code:

- the audited accounts of Mitie for the year ended 31 March 2026 are set out on pages 154 to 226 (both inclusive) of Mitie's Annual Report 2026 available from Mitie's website at https://www.mitie.com/investors/reports-and-presentations/; and
- the audited accounts of Mitie for the year ended 31 March 2025 are set out on pages 143 to 216 (both inclusive) of Mitie's Annual Report 2025 available from Mitie's website at https://www.mitie.com/investors/reports-and-presentations/.

Part B: Mitie ratings information

Mitie's credit rating of BBB Stable was reconfirmed by Morningstar DBRS on 17 July 2026, and there have been no changes in Mitie's underlying operating performance, financial position or capital structure since then. In line with Morningstar DBRS's standard methodology, Mitie's credit rating was placed Under Review with Negative Implications on 6 August 2026, pending the outcome of the Acquisition. If the Acquisition were not to complete, then Morningstar DBRS has stated that Mitie's rating would likely revert to BBB Stable, unless there are any significant changes to the group's operating performance. If the acquisition completes as proposed, then the rating of Mitie as a standalone issuer would likely be withdrawn.

Part C: Financial Information relating to OCS

The following sets out financial information in respect of OCS as required by Rule 24.3(a) of the Code. The documents referred to below are incorporated into this document by reference pursuant to Rule 24.15 of the Code:

- the audited accounts of OCS Topco for the year ended 31 December 2025 are set out on pages 50 to 128 (both inclusive) of OCS Topco's annual report and financial statements available on OCS's website at www.ocs.com/recommended-offer/; and
- the audited accounts of OCS Topco for the year ended 31 December 2024 are set out on pages 48 to 123 (both inclusive) of OCS Topco's annual report and financial statements available from OCS's website at www.ocs.com/recommended-offer.

Part D: OCS ratings information

OCS Group Holdings Limited, an indirect wholly-owned subsidiary of OCS Topco, has a credit rating of 'B' from S&P Global Ratings.

Part E: Effect on OCS of the Scheme becoming effective

Following the Scheme becoming effective, the earnings, assets and liabilities of OCS will include the consolidated earnings, assets and liabilities of the Mitie Group. OCS's consolidated earnings, assets and liabilities will therefore be altered accordingly. As it will acquire Mitie pursuant to the Acquisition, OCS's financial results and position will also be subject to equivalent alterations. In addition, the OCS Group's consolidated liabilities will also be increased to reflect the borrowings incurred to fund the Acquisition.

Part F: No incorporation of website information

Save as expressly referred to herein, neither the content of Mitie's or OCS's website, nor the content of any website accessible from hyperlinks on Mitie's or OCS's website is incorporated into, or forms part of, this document.

PART SIX
UNITED KINGDOM TAXATION

The comments set out below, which are intended as a general guide only, summarise certain limited aspects of the UK taxation treatment of certain Scheme Shareholders under the Scheme and the Permitted Dividends (and, without limitation, do not include analysis of tax considerations relating to participation in the Share Plans). They are based on the current UK legislation and published HMRC practice (which may not be binding on HMRC), in each case applying as at the Latest Practicable Date, both of which are subject to change, possibly with retrospective effect. They do not constitute legal or tax advice and do not purport to be a complete analysis of all UK tax considerations relating to the Scheme.

The comments apply only to certain categories of person, and do not deal with certain types of Scheme Shareholders including, but not limited to, persons who are: (i) brokers, charities, dealers in securities, intermediaries, insurance companies, market makers, trustees of certain trusts; (ii) subject to specific tax regimes or able to benefit from specific reliefs or exemptions; (iii) treated as holding their Scheme Shares as carried interest; (iv) collective investment schemes or exempt pension funds; (v) Scheme Shareholders who hold Scheme Shares as part of hedging or commercial transactions; (vi) Scheme Shareholders who hold Scheme Shares in connection with a trade, profession or vocation carried out in the UK (whether through a branch or agency or otherwise) or who have or could be treated for tax purposes as having acquired their Scheme Shares by reason of an office or their employment; and (vii) temporary non-residents. Nothing in these paragraphs should be taken as providing personal tax advice. In particular, the following paragraphs do not refer to UK inheritance tax.

References below to "**UK holders**" are to Scheme Shareholders who: (i) are resident in the UK for UK tax purposes; (ii) in the case of individuals, are individuals to whom the Foreign Income and Gains Regime and "split year" treatment do not apply; (iii) do not have a permanent establishment, branch or agency in any jurisdiction with which the holding of the Scheme Shares is connected; (iv) hold their Scheme Shares as an investment (other than under a pension arrangement or an individual savings account); and (v) are the absolute beneficial owners of their Scheme Shares.

The comments below relate to UK holders only, except in relation to UK stamp duty or SDRT. Overseas Shareholders are referred to paragraph 17 of Part Two (*Explanatory Statement*) of this document, which summarises certain limited aspects of the UK tax consequences of the Scheme for such holders.

SCHEME SHAREHOLDERS WHO ARE IN ANY DOUBT ABOUT THEIR TAX POSITION AND/OR WHO MAY BE SUBJECT TO TAXATION IN ANY JURISDICTION OTHER THAN THE UNITED KINGDOM ARE STRONGLY RECOMMENDED TO CONSULT AN APPROPRIATELY QUALIFIED INDEPENDENT PROFESSIONAL ADVISER IMMEDIATELY.

UK taxation on income

Any dividend payment received by a UK holder in respect of a Scheme Share under the terms of the Acquisition should be treated for UK tax purposes in the same way as an ordinary dividend received by that UK holder on that Scheme Share would be.

UK taxation on chargeable gains

Liability to UK taxation on chargeable gains will depend on the individual circumstances of each Scheme Shareholder.

The transfer of Scheme Shares under the Scheme in return for cash should be treated as a disposal of the UK holder's Scheme Shares for the purposes of CGT or UK corporation tax on chargeable gains (as applicable) and therefore may, depending on the UK holder's particular circumstances (including the UK holder's base cost in their holding of the Scheme Shares and the availability of exemptions, reliefs, allowances, and/or allowable losses), give rise to a liability to CGT or UK corporation tax on chargeable gains (as applicable) or, alternatively, an allowable capital loss.

Individual Scheme Shareholders

Subject to available exemptions, reliefs or allowances, gains arising on a disposal of Scheme Shares by an individual UK holder will be subject to CGT at the rate of 18 per cent. or 24 per cent. depending on the individual's personal circumstances including the total amount of the individual's other taxable income and gains in the relevant tax year.

No indexation allowance will be available to individual UK holders in respect of a disposal of Scheme Shares. The capital gains tax annual exempt amount (£3,000 for the 2026/27 tax year) may, however, be available to individual UK holders to offset against chargeable gains realised on the disposal of their Scheme Shares.

Corporate Scheme Shareholders

Where a UK Holder is within the charge to UK corporation tax, a disposal of Scheme Shares may, depending on the circumstances and subject to any available exemptions, reliefs or allowable losses, give rise to a chargeable gain (or an allowable loss) for the purposes of UK corporation tax.

For UK holders within the charge to UK corporation tax (but which do not qualify for the substantial shareholding exemption in respect of their Scheme Shares), indexation allowance may be available to reduce any chargeable gain arising on the disposal of their Scheme Shares where the Scheme Shares were acquired prior to 31 December 2017, in respect of the period of ownership of the Scheme Shares up to and including 31 December 2017 (but not to create or increase any allowable loss for corporation tax purposes).

UK stamp duty and SDRT

No UK stamp duty or SDRT should be payable by Scheme Shareholders on the transfer of their Scheme Shares under the Scheme.

PART SEVEN
ADDITIONAL INFORMATION ON MITIE AND OCS

1 Responsibility

1.1 The Mitie Directors, whose names are set out in paragraph 2.1 below, accept responsibility for the information contained in this document (including any expressions of opinion) other than information for which responsibility is taken by others pursuant to paragraphs 1.2 below and 1.3 below, and save that the only responsibility accepted by them in respect of the Employee Representatives' Opinion in the Appendix has been to ensure that such information has been correctly and fairly reproduced and compiled. 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 document (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.

1.2 The OCS Directors and the OCS Topco Directors, whose names are set out in paragraphs 2.2 and 2.4 below, accept responsibility for the information contained in this document (including any expressions of opinion) relating to OCS, the OCS Group, the OCS Directors, the OCS Topco 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 and the OCS Topco Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document (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 and OCS Topco Directors disclaim any responsibility relating to the Employee Representatives' Opinion.

1.3 The CD&R Responsible Persons, whose names are set out in paragraph 2.4 below, accept responsibility for the information contained in this document (including any expressions of opinion) relating to CD&R, the CD&R Funds and themselves. To the best of the knowledge and belief of the CD&R Responsible Persons (who have taken all reasonable care to ensure that such is the case), the information contained in this document (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 CD&R Responsible Persons disclaim any responsibility relating to the Employee Representatives' Opinion.

2 Directors

2.1 The Mitie Directors and their respective functions are:

Christopher Rogers	Chair
Phil Bentley	Chief Executive Officer
Simon Kirkpatrick	Chief Financial Officer
Jennifer Duvalier	Senior Independent Non-executive Director
Penelope James	Independent Non-executive Director
Chet Patel	Independent Non-executive Director
Mary Reilly	Independent Non-executive Director

Salma Shah	Independent Non-executive Director

The registered office of Mitie is 35 Duchess Road, Rutherglen, Glasgow G73 1AU. The correspondence address of each Mitie Director is Level 12, The Shard, 32 London Bridge Street, London SE1 9SG.

2.2 The OCS Directors and their respective functions are as follows:

Robert Legge	Chief Executive Officer
Gary McGaghey	Chief Financial Officer
Scott Thorn-Davis	Director
Daniel Barber	Director
Daniel Dickson	Director
Ketan Patel	Director

The registered office of OCS is Second Floor, 81 Gracechurch Street, London, England, EC3V 0AU. The business address of each OCS Director is Second Floor, 81 Gracechurch Street, London, England, EC3V 0AU.

2.3 The OCS Topco Directors and their respective functions are as follows:

Bruno Deschamps	Chair
Robert Legge	Chief Executive Officer
Gary McGaghey	Chief Financial Officer
Romain Dutartre	Director
Christian Rochat	Director
Leontios Toumpouris	Director
Ringo Francis	Independent Non-Executive Director

The registered office of OCS Topco is Second Floor, 81 Gracechurch Street, London, England, EC3V 0AU. The business address of each OCS Topco Director is Second Floor, 81 Gracechurch Street, London, England, EC3V 0AU.

2.4 The CD&R Responsible Persons who are members of the CD&R Fund XI investment committee, and their respective functions are as follows:

James G. Berges	Investment committee member to CD&R Fund XI
Kenneth A. Giuriceo	Investment committee member to CD&R Fund XI
Donald J. Gogel	Investment committee member to CD&R Fund XI
Philip W. Knisely	Investment committee member to CD&R Fund XI
John Krenicki, Jr.	Investment committee member to CD&R Fund XI
Richard J. Schnall	Investment committee member to CD&R Fund XI

Stephen W. Shapiro	Investment committee member to CD&R Fund XI
Nathan K. Sleeper	Investment committee member to CD&R Fund XI

The business address of the CD&R Responsible Persons is c/o Clayton, Dubilier & Rice, LLC, 550 Madison Avenue, New York, NY 10022.

3 Persons acting in concert

3.1 In addition to the Mitie Directors (together with their close relatives and related trusts) and members of the Mitie Group and who, for the purposes of the Code, are acting in concert with Mitie and who are required to be disclosed are:

Name	Registered office	Relationship with Mitie
Ardea Partners International LLP	3 Dering Street, 7th Floor, London, W1S 1AA, United Kingdom	Financial Adviser
Peel Hunt LLP	7th Floor 100 Liverpool Street, London, England, EC2M 2AT	Financial Adviser and Broker
Goldman Sachs International	Plumtree Court, 25 Shoe Lane, London EC4A 4AU, United Kingdom	Financial Adviser and Broker

3.2 In addition to the OCS Directors, the OCS Topco Directors and the CD&R Responsible Persons, OCS and members of the OCS Group who, for the purposes of the Code, are acting in concert with OCS and who are required to be disclosed are:

Name	Registered office	Relationship with OCS
Lazard & Co., Limited	20 Manchester Square, London W1U 3PZ, United Kingdom	Financial Adviser
Barclays Bank PLC (acting through its Investment Bank)	1 Churchill Place, London E14 5HP, United Kingdom	Financial Adviser
RBC Europe Limited (trading as RBC Capital Markets)	100 Bishopsgate London EC2N 4AA, United Kingdom	Financial Adviser

4 Interests and Dealings in Mitie Shares

4.1 For the purposes of this paragraph 4 of this Part Seven (*Additional Information on Mitie and OCS*):

4.1.1 **acting in concert** has the meaning given to it in the Code;

4.1.2 **arrangement** includes indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature relating to securities which may be an inducement to deal or refrain from dealing;

4.1.3 **close relative** has the meaning given to it in the Code;

4.1.4 **dealing** has the meaning given to it in the Code;

4.1.5 **derivative** has the meaning given to it in the Code;

4.1.6 **disclosure period** means the period starting on 21 July 2025 (being the date that is 12 months prior to the date of the start of the Offer Period) and ending on the Latest Practicable Date;

4.1.7 **financial collateral arrangements** are arrangements of the kind referred to in Note 3 on Rule 4.6 of the Code;

4.1.8 **interest** or **interests** in relevant securities will have the meaning given to it in the Code and references to interests of OCS Directors or interests of Mitie Directors in relevant securities will include all interests of any other person whose interests in shares the OCS Directors or, as the case may be, the Mitie Directors, are taken to be interested in pursuant to Part 22 of the Companies Act;

4.1.9 **Note 11 arrangement** includes any indemnity or option agreement, any agreement or understanding, formal or informal, of whatever nature, relating to relevant securities which may be an inducement to deal or refrain from dealing (other than irrevocable commitments and letters of intent to vote in favour of the Scheme and/or related resolution, details of which are set out in paragraph 6 of this Part Seven (*Additional Information on Mitie and OCS*));

4.1.10 **relevant OCS securities** means relevant securities (such term having the meaning given to it in the Code in relation to an offeror) of OCS including equity share capital of OCS (or derivatives referenced to them) and securities convertible into, rights to subscribe for and options (including traded options) in respect of them;

4.1.11 **relevant Mitie securities** means relevant securities (such term having the meaning given to it in the Code in relation to an offeree) of Mitie including equity share capital of Mitie (or derivatives referenced to them) and securities convertible into, rights to subscribe for and options (including traded options) in respect of them; and

4.1.12 **short position** means any short position (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 obligations or right to require another person to purchase or take delivery.

Interests in relevant Mitie securities

4.2 As at the Latest Practicable Date, the interests of the Mitie Directors (and their close relatives, related trusts, and connected persons) in Mitie Shares were as follows:

Name	Number of Mitie Shares	Percentage of total issued ordinary share capital (%)	Nature of interest
Christopher Rogers	194,000	0.01%	Ordinary shares of 2.5 pence each
Jennifer Duvalier	95,665	0.01%	Ordinary shares of 2.5 pence each

Phil Bentley	18,435,463	1.42%	Ordinary shares of 2.5 pence each[1]
Simon Kirkpatrick	850,459	0.07%	Ordinary shares of 2.5 pence each[2]
Penelope James	47,091	0.00%	Ordinary shares of 2.5 pence each
Chet Patel	160,047	0.01%	Ordinary shares of 2.5 pence each[3]
Mary Reilly	134,640	0.01%	Ordinary shares of 2.5 pence each
Salma Shah	39,715	0.00%	Ordinary shares of 2.5 pence each

Notes:

(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.

(3) Aggregate of 119,702 shares held by Chet Patel and 40,345 shares held by Suman Patel.

4.3 As at the Latest Practicable Date, the Mitie Directors held the following outstanding awards and options over Mitie Shares under the Mitie Share Plans (excluding the SIP):

Name	**Share Plan**	**Number of Mitie Shares**	**Date of award**	**Exercise Price (if relevant)**	**Vesting/maturity date**
Simon Kirkpatrick	EDP	1,391,322	27 July 2021	Nil	27 July 2026
Phil Bentley	Deferred Bonus	514,357	19 June 2025	N/A	5 June 2027
Phil Bentley	Deferred Bonus	175,434	12 June 2026	N/A	9 June 2028
Simon Kirkpatrick	Deferred Bonus	209,547	19 June 2025	N/A	5 June 2027
Simon Kirkpatrick	Deferred Bonus	70,271	12 June 2026	N/A	9 June 2028
Phil Bentley	LTIP	2,683,264	24 September 2021	Nil	24 September 2026
Phil Bentley	LTIP	3,266,787	17 June 2022	Nil	17 June 2027
Phil Bentley	LTIP	2,169,345	29 June 2023	Nil	29 June 2028

Phil Bentley	LTIP	5,162,523	30 July 2024	Nil	30 July 2029
Simon Kirkpatrick	LTIP	782,618	24 September 2021	Nil	24 September 2026
Simon Kirkpatrick	LTIP	1,029,038	17 June 2022	Nil	17 June 2027
Simon Kirkpatrick	LTIP	843,633	29 June 2023	Nil	29 June 2028
Simon Kirkpatrick	LTIP	689,292	30 July 2024	Nil	30 July 2029
Simon Kirkpatrick	LTIP	628,048	19 June 2025	Nil	19 June 2030
Simon Kirkpatrick	LTIP	538,052	22 June 2026	Nil	22 June 2031

Dealings in relevant Mitie securities

4.4 As at the Latest Practicable Date, the following dealings in relevant Mitie securities by Mitie Directors, their close relatives, related trusts and connected persons have taken place since the start of the Offer Period until the Latest Practicable Date:

Name	Dates	Transaction	Number of Mitie Shares	Price per unit
Phil Bentley	10 August 2026	Acquisition of 8,806,611 Mitie Shares following exercise of the EDP	8,806,611	Nil
Phil Bentley	10 August 2026	Sale of 3,976,895 Mitie Shares following exercise of the EDP	3,976,895	£2.06

4.5 General

Save as disclosed in this document, as at the Latest Practicable Date,

(i) none of: (i) OCS, OCS Topco, CD&R or the CD&R Funds; (ii) any OCS Director, OCS Topco Director, CD&R Responsible Person or any close relative, related trust, or connected person of any such persons; or (iii) any other person acting in concert with OCS had any interest in, right to subscribe in respect of, or short position in relation to, relevant Mitie securities, and no such person has dealt in any relevant Mitie securities in the disclosure period;

(ii) neither OCS nor any person acting in concert with OCS had borrowed or lent any relevant Mitie securities (including any financial collateral arrangements) during the disclosure period, save for any borrowed shares which have been either on-lent or sold;

(iii) none of: (i) Mitie; (ii) any Mitie Director or any close relative, related trust, or connected person of any such director; or (iii) any other person acting in concert with Mitie had any interest in, right to subscribe in respect of, or short position in relation to, relevant Mitie securities, and no such person has dealt in any relevant Mitie securities in the Offer Period;

(iv) neither Mitie nor any person acting in concert with Mitie has borrowed or lent any relevant Mitie securities (including any financial collateral arrangements) during the Offer Period, save for any borrowed shares which have been either on-lent or sold;

(v) neither Mitie nor any person acting in concert with Mitie has any Note 11 arrangement with any other person;

(vi) neither OCS nor any person acting in concert with OCS has any Note 11 arrangement with any other person; and

(vii) save as disclosed in paragraph 6 below no persons have given any irrevocable or other commitment to vote in favour of the Scheme or the Special Resolution at the General Meeting.

5 Market Quotations

The following table sets out the closing middle market prices for Mitie Shares as derived from the Official List on:

(a) the first business day of each of the six months before the date of this document;

(b) 20 July 2026 (being the last business day before the start of the Offer Period); and

(c) the Latest Practicable Date (12 August 2026):

Date	**Mitie Shares** *(pence)*
2 February 2026	171
2 March 2026	177
1 April 2026	173
1 May 2026	172
1 June 2026	173
1 July 2026	152
20 July 2026	151
Latest Practicable Date	206

6 Irrevocable Undertakings

6.1 Mitie Directors

OCS has received irrevocable undertakings to vote (or procure the voting) in favour of the Scheme at the Court Meeting and the Special Resolution at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) from each Mitie Director as follows:

Name	Number of Mitie Shares	Percentage of total issued ordinary share capital (%)	Nature of interest
Christopher Rogers	194,000	0.01%	Ordinary shares of 2.5 pence each
Jennifer Duvalier	95,665	0.01%	Ordinary shares of 2.5 pence each
Phil Bentley	18,435,463	1.42%	Ordinary shares of 2.5 pence each[1]
Simon Kirkpatrick	850,459	0.07%	Ordinary shares of 2.5 pence each[2]
Penelope James	47,091	0.00%	Ordinary shares of 2.5 pence each
Chet Patel	160,047	0.01%	Ordinary shares of 2.5 pence each[3]
Mary Reilly	134,640	0.01%	Ordinary shares of 2.5 pence each
Salma Shah	39,715	0.00%	Ordinary shares of 2.5 pence each

Notes:

(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.

(3) Aggregate of 119,702 shares held by Chet Patel and 40,345 shares held by Suman Patel.

As at the Latest Practicable Date, in aggregate, the Mitie Directors have given irrevocable undertakings in respect of 19,957,080 Mitie Shares, representing in aggregate approximately 1.53 per cent. of Mitie's issued ordinary share capital.

These irrevocable undertakings also extend to any shares acquired by the Mitie Directors as a result of the vesting of awards or the exercise of options under the Mitie Share Plans.

The irrevocable undertakings given by the Mitie Directors cease to be binding if: (i) where the Acquisition is to be implemented as a Scheme, the Acquisition does not become effective or unconditional (as applicable) on or before the Long Stop Date or any later agreed date; (ii) the Scheme or, if applicable, 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 (iii) (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 continue to be binding in the event a higher competing offer is made for Mitie.

6.2 Mitie Shareholders

Name of Mitie Shareholder	Number of Mitie Shares in respect of which undertaking is given	Percentage of Mitie issued ordinary share capital (%)
Oasis Management Company Ltd	129,413,285	9.9
Total	129,413,285	9.9

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 the Latest Practicable Date 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) OCS announces that it will not proceed and no replacement offer is announced at the same time; (ii) the Scheme lapses or is withdrawn without an immediate switch to a Takeover Offer; (iii) a competing offer becomes effective or unconditional; or (iv) 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.

7 Service contracts and letters of appointment of Mitie Directors

7.1 Mitie Executive Directors

The Mitie Executive Directors have entered into service agreements with Mitie as summarised below:

Name of Mitie Executive Director	Date of service contract	Effective date of appointment	Notice period
Phil Bentley	9 October 2016	12 December 2016	12 months[1]
Simon Kirkpatrick	16 March 2021	1 April 2021	12 months

The service agreements of the Mitie Executive Directors continue unless and until terminated by either party on 12 months' written notice. However, on 20 July 2026, Phil Bentley's service agreement was amended such that, following completion of the Acquisition, his employment may be terminated by either party on six months' written notice.

Mitie may terminate Phil Bentley's employment immediately by notifying him that it is exercising its right under his service agreement to pay him a sum in lieu of the salary that would have been payable to him for the notice period (or remainder thereof). Mitie may either continue the provision of any contractual benefits for the duration of such period or, at its sole discretion, make a payment in lieu of the then-current value of those benefits in respect of such period. Mitie may pay Phil Bentley any cash payments in lieu of notice in equal monthly instalments until the date the notice period would have expired if notice had been given or until the date he commences an alternative remunerated executive position which requires him to devote 2.5 days or more of his time per week. In the latter case, any outstanding monthly payments shall then be reduced by the amount of monthly remuneration Phil Bentley receives from such position; where Mitie has continued to provide any contractual benefit to him and such benefit is also provided as part of the alternative position (whether or not on an equivalent basis), Mitie shall cease the continued provision of that benefit.

Mitie may terminate Simon Kirkpatrick's employment immediately by notifying him that it is exercising its right under his service agreement to pay him a sum in lieu of the basic salary only that would have been payable to him for the notice period (or remainder thereof). Mitie may pay Simon Kirkpatrick any cash payments in lieu of notice in equal monthly instalments until the date the notice period would have expired if notice had been given. In such case, Simon Kirkpatrick shall be obliged to seek alternative income during this period, and the instalment payments shall be reduced by the amount of any such income he receives.

Mitie is entitled to terminate the employment of each Mitie Executive Director with immediate effect (without notice or payment in lieu of notice) in certain circumstances, including but not limited to where the relevant Mitie Executive Director is guilty of gross misconduct.

Phil Bentley's current annual base salary is £900,000 and Simon Kirkpatrick's current annual base salary is £450,000. Each Mitie Executive Director's base salary is subject to annual review, though Mitie is under no obligation to increase the salary following such review. In April 2026, Simon Kirkpatrick received a 9.2 per cent. increase on his annual base salary as part of this annual review. Prior to this increase, his annual base salary was £412,000. Phil Bentley has not received an increase on his annual base salary since his appointment in 2016.

Phil Bentley receives a cash payment in lieu of an employer pension contribution of three per cent. of base salary. Simon Kirkpatrick receives a pension benefit comprising a combination of employer pension contributions and a cash allowance in lieu of pension contributions, together totalling three per cent. of base salary.

Benefits available to Phil Bentley include medical expenses insurance, permanent health insurance, personal accident insurance and life assurance. Additionally, he is entitled to reimbursement of up to £20,000 per annum in financial and tax planning advice, and he is provided with a car or an allowance of equivalent value. Benefits available to Simon Kirkpatrick include life assurance and private medical insurance. Additionally, he receives either (at Mitie's election) a car allowance of £9,775 per annum or a company car.

Under their service agreements, the Mitie Executive Directors are eligible, but not expressly contractually entitled, to participate in Mitie's bonus scheme and long-term incentive plan. If Phil Bentley serves full notice to take effect on or after the age of 60 and declares that he intends to cease full time employment, he will receive good leaver status with regards to his annual bonus and, in accordance with the rules of the relevant plan, his unvested deferred bonus and long-term incentive awards.

Under their service agreements, the Mitie Executive Directors are entitled to coverage under Mitie's directors' and officers' liability insurance. Each Mitie Executive Director has been granted indemnities in respect of potential liabilities that may be incurred as a result of their position as an officer of Mitie.

The Mitie Executive Directors' services agreements do not provide for compensation payable to either of the Mitie Executive Directors on termination of their agreements/their employment or their directorships.

Each Mitie Executive Director is subject to a suite of post-termination restrictive covenants, applying for a period of 12 months from the date of termination of employment in Phil Bentley's case or six months from the date of termination of employment in Simon Kirkpatrick's case. The period of all of Phil Bentley's restrictions shall be reduced by any period prior to the date of termination during which he is on garden leave. The period of Simon Kirkpatrick's restrictions relating to his employment or engagement in competitive services (but not his remaining suite of restrictions) shall be reduced by any period prior to the date of termination during which he is on garden leave.

Notes:

[1] Phil Bentley's service contract was amended on 20 July 2026. Accordingly, Phil Bentley's service agreement will continue unless and until terminated by either party on 12 months' written notice to the other party. Following completion of the Acquisition, either party shall be entitled to terminate the service agreement by giving the other party not less than six months' written notice.

7.2 Chair and other Mitie Non-Executive Directors

The Mitie Non-Executive Directors have entered into letters of appointment. The principal terms of these letters of appointment are as follows:

Name of Mitie Non-Executive Director	Date of appointment	Letter of appointment date	Fees (per annum)[11]
Christopher Rogers	19 March 2025	18 March 2025	£285,000.00
Jennifer Duvalier	26 July 2017	17 July 2017	£125,000.00
Chet Patel	1 April 2022	25 March 2022	£75,000.00
Mary Reilly	1 September 2017	20 July 2017	£75,000.00
Salma Shah	1 April 2022	25 March 2022	£90,000.00
Penelope James	1 February 2024	12 January 2024	£90,000.00

Under their letters of appointment, the Mitie Non-Executive Directors' appointments are for an initial term of three years, which automatically terminate at the end of the initial term unless the Company elects to continue the appointments. The appointment of each Mitie Non-Executive Director can be terminated earlier by either party giving to the other three months' notice in writing.

The Mitie Non-Executive Directors are required to stand for re-election by Mitie Shareholders at each annual general meeting. Any Mitie Non-Executive Director's appointment may be terminated with immediate effect if: (i) the Mitie Non-Executive Director is removed by resolution of the Mitie Shareholders; (ii) the Mitie Shareholders do not re-elect the Mitie Non-Executive Director at the annual general meeting; or (iii) the Mitie Non-Executive Director is guilty of gross misconduct or other specified reasons.

Mitie maintains directors' and officers' liability insurance for the benefit of each Mitie Non-Executive Director.

The letters of appointment of each of the Mitie Non-Executive Directors expressly say that the relevant Mitie Non-Executive Director will not participate in any of Mitie's schemes or incentive plans for the benefit of employees.

In some circumstances, Mitie will reimburse a Mitie Non-Executive Director for expenditure incurred on professional advice in the furtherance of their duties as a director.

No Mitie Non-Executive Director is entitled to any compensation or damages upon termination or resignation. In accordance with the terms of the Co-operation Agreement, each Mitie Non-Executive Director who resigns from the Mitie Board in connection with the Acquisition and does not join the OCS board of directors with effect from the Effective Date will receive a payment in lieu of the fees they would have received for their full contractual notice period.

7.3 Save as disclosed, none of the Mitie Directors' service contracts or letters of appointment have been entered into or amended within the six months preceding the date of this document.

[11] Includes base fees and Committee/SID fees.

8 Material Contracts

8.1 Mitie

Save as disclosed below, no member of the Mitie Group has, during the period beginning on 21 July 2024 (being two years prior to the commencement of the Offer Period) and ending on the Latest Practicable Date, entered into any material contract otherwise than in the ordinary course of business.

The following contracts, not being contracts entered into in the ordinary course of business, and which are or may be material, have been entered into by members of the Mitie Group in the period beginning on 21 July 2024 (being two years prior to the commencement of the Offer Period) and ending on the Latest Practicable Date.

Bridge Facility Agreement

On 5 June 2025, Mitie Treasury Management Limited as original borrower and original guarantor and Mitie, Mitie Cleaning & Environmental Services Limited, Mitie Property Services (UK) Limited, Mitie Security Limited, Mitie Landscapes Limited, Mitie Technical Facilities Management Limited, Mitie PFI Limited, Mitie Aviation Security Limited, Mitie Shared Services Limited, Mitie Limited, Mitie Care and Custody Limited, Mitie Waste & Environmental Services Limited, Mitie (Defence) Limited, Mitie FM Limited, Mitie FS (UK) Limited and J C A Engineering Ltd, each as an original guarantor, entered into a £240 million term loan facility agreement with Lloyds Bank plc and National Westminster Bank plc as mandated lead arrangers and original lenders and Lloyds Bank plc as facility agent (the "**Bridge Facility Agreement**"). Under the Bridge Facility Agreement, a £240 million term loan facility (the "**Facility**") was available for drawing by Mitie Treasury Management Limited.

The Facility was unsecured but was otherwise guaranteed by the original guarantors referenced above and other additional guarantors required to accede following completion of the acquisition of Marlowe plc (now renamed Marlowe Limited).

The Facility was used to fund the cash consideration payable in respect of the Acquisition, acquisition costs and the refinancing of indebtedness of the Marlowe group. In October 2025, £60m of the facility was repaid, with the remaining £180m refinanced through a drawdown under the Mitie Group's USPP shelf facility on 12 November 2025.

Revolving Credit Facility Agreement

On 18 October 2021, Mitie as an original borrower and an original guarantor entered into a £250 million revolving credit facility agreement with (among others) DNB (UK) Limited, Lloyds Bank plc, Banco Santander S.A., London Branch, Landesbank Baden-Wuerttemberg and National Westminster Bank plc mandated lead arrangers and Lloyds Bank plc as agent, as amended from time to time (the "**Existing RCF Agreement**").

In addition to Mitie, the current guarantors under the Existing RCF Agreement are Mitie Security Limited, Mitie FM Limited, Mitie Limited, Mitie Cleaning & Environmental Services Limited, Mitie Technical Facilities Management Limited, Mitie (Defence) Limited, Mitie Care and Custody Limited, Mitie PFI Limited, J C A Engineering Ltd, Mitie FS (UK) Limited, Mitie Waste & Environmental Services Limited, Mitie Property Services (UK) Limited, Mitie Landscapes Limited, Mitie Aviation Security Limited, Mitie Integrated Services Limited, Argus Fire Protection Company Limited, Mitie Facilities Management Limited, Mitie NI Limited, Mitie Group plc, Mitie Shared Services Limited and Mitie Treasury Management Limited.

Under the Existing RCF Agreement, the £250 million revolving credit facility (the "**Existing RCF**") is available for drawing by Mitie Group plc and Mitie Treasury Management Limited (and any future additional borrower that may accede with lender approval). The Existing RCF is unsecured, but is otherwise guaranteed by the guarantors referenced above and other additional guarantors required to accede in accordance with the terms of the Existing RCF Agreement. The Existing RCF is to be applied towards first refinancing the then existing £250 million revolving credit facility (which was refinanced by the Existing RCF in October 2021), and thereafter for the general corporate and trade related purposes of the Mitie Group.

The Existing RCF Agreement terminates on 18 October 2028, and is available for drawing in sterling, US dollar and euro from the date of the Existing RCF Agreement to the date falling one week prior to the then termination date. The Existing RCF Agreement contains a customary change of control mandatory prepayment event which is triggered if any person or group of persons acting in concert gains direct or indirect control of Mitie Group plc. Upon the occurrence of a change of control, Mitie Group plc must promptly (and within three days) notify the facility agent, and lenders will no longer be required to fund any new utilisations, may request that their commitments are cancelled and that outstanding utilisations are repaid. In addition, the Existing RCF Agreement also contains customary representations, undertakings, covenants, indemnities and events of default with appropriate carve-outs and materiality thresholds, where relevant. The financial covenants comprise: (i) a leverage ratio test (where the ratio of the consolidated total net borrowings to adjusted consolidated EBITDA must be lower than 3:1 at the end of each 12-month period ending on the expiry of each financial year and half-year of Mitie) (a "**Measurement Period**"); and (ii) an interest cover test (where the ratio of consolidated EBITDA to consolidated net finance costs must be at least 4:1 for each Measurement Period).

The Existing RCF may be prepaid without premium or penalty, but subject to a limit of no more than four voluntary prepayments in aggregate in any 12-month period for compounded rate loans. The interest rate charged on loans made under the Existing RCF will be equal to the aggregate of an appropriate benchmark rate and the applicable margin. The initial margin was 2.00 per cent. per annum for the Existing RCF, with the margin ratcheting between 2.00 per cent. and 3.00 per cent. in accordance with the leverage ratio of the Mitie group. Certain fees are payable to the finance parties in connection with the Existing RCF, including an arrangement fee, an ongoing commitment fee and an annual agency fee. The Existing RCF Agreement is governed by the laws of England and Wales.

Shelf Agreements

Mitie Treasury Management Limited ("**Mitie FinCo**") and Mitie have entered into three separate private shelf agreements (the "**Shelf Agreements**") with institutional investors.

These agreements establish frameworks for the issuance and sale of interest bearing, guaranteed senior notes up to specified maximum aggregate principal amounts. The terms of each individual issuance are finalised through Confirmations of Acceptance, which are executed in accordance with the procedures set out in the relevant Shelf Agreement. The notes issued under each Shelf Agreement are direct, unsecured, and unsubordinated obligations of Mitie FinCo, ranking pari passu with all other unsecured and unsubordinated indebtedness. Mitie and certain subsidiary guarantors provide an unconditional and irrevocable guarantee of Mitie FinCo's obligations under the notes.

Each Shelf Agreement contains customary representations, warranties, covenants (including financial covenants), and events of default and contains provisions for prepayment, including make-whole amounts, customary swap indemnities and change of control provisions.

Each Shelf Agreement also includes a "change of control" prepayment event. A "change of control" is triggered where any single person or group of persons acting in concert (within the meaning of the City Code on Takeovers and Mergers) gains direct or indirect control of Mitie.[12] Upon the occurrence of a "change of control", Mitie FinCo must promptly notify each noteholder in writing, setting out (among other things) an offer to pay the entire unpaid principal amount of the notes held by such noteholder at par plus accrued interest to the prepayment date (without make-whole or modified make-whole), which prepayment date must be on a business day not more than 45 days after such notice is given. Each noteholder has at least 30 days after receipt of such notice to elect to require prepayment or to decline to do so.[13] Where notes are subject to a swap, prepayment following a "change of control" constitutes a swap unwind event and may give rise to swap breakage amounts payable or receivable under the applicable swap.

The financial covenants comprise: (1) a leverage test[14], not to exceed 3x; and (2) an interest cover test[15], not to be less than 4x. Mitie FinCo is required to provide regular financial and business information to the investors.

MetLife Shelf Agreement

- *Date:* 25 October 2024
- *Parties:* Mitie FinCo (as issuer), Mitie (as guarantor), MetLife Investment Management, LLC and MetLife Investment Management Limited (together, "**MetLife**")
- *Principal Terms:*

  The MetLife Shelf Agreement establishes a private shelf facility for the issuance and sale of up to £150,000,000 aggregate principal amount of interest-bearing, guaranteed senior notes, to mature no more than 12 years from the date of original issuance. The notes issued are unconditionally and irrevocably guaranteed by Mitie and by certain subsidiary guarantors. The note facility is denominated in pounds sterling, but notes may be issued in pounds sterling, US dollars or euros.

  Mitie FinCo may issue notes in one or more tranches during a three-year issuance period, subject to the terms of the agreement. Each issuance is subject to a minimum principal amount and is finalised by a Confirmation of Acceptance, which sets out the specific terms (including currency, amount, maturity, interest rate, and payment schedule) for that tranche. The facility is not a committed facility; MetLife is not obliged to purchase any notes unless and until a Confirmation of Acceptance is executed. The proceeds of each issuance are to be used for purposes specified in

[12] For reference, "control" means the power (whether by shares, proxy, contract, agency or otherwise) to direct the operating and financial policies of Mitie with which its directors are obliged to comply.

[13] A failure to accept a prepayment offer by the specified deadline is deemed a rejection of such offer.

[14] Consolidated Total Net Borrowings to Adjusted Consolidated EBITDA.

[15] Consolidated EBITDA to Consolidated Net Finance Costs.

the relevant request for purchase and may not be used to finance a hostile tender offer without MetLife's written consent.

- *Shelf Issuances:*

  £20,000,000 of Series A notes were issued under the MetLife Shelf Agreement on 20 December 2024, with an interest rate of 5.71% per annum and a maturity date of 20 December 2031.

  A further £65,000,000 of notes were issued under the MetLife Shelf Agreement on 12 November 2025 with the following commercial terms: (1) £50,000,000 of Series B notes, with an interest rate of 5.27% and a maturity date of 12 November 2028; and (2) £15,000,000 of Series C notes, with an interest rate of 5.63% and a maturity date of 12 November 2032.

Pricoa (PGIM) Shelf Agreement

- *Date:* 25 October 2024
- *Parties:* Mitie FinCo (as issuer), Mitie (as guarantor) and PGIM, Inc. (formerly Pricoa Capital Group) ("**PGIM**")
- *Principal Terms:*

  The PGIM Shelf Agreement establishes a private shelf facility for the issuance and sale of up to US$125,000,000 aggregate principal amount of interest-bearing, guaranteed senior notes, to mature no more than 12 years from the date of original issuance. The notes issued are unconditionally and irrevocably guaranteed by Mitie and by certain subsidiary guarantors. The note facility is denominated in US Dollars, but notes may be issued in pounds sterling, US dollars or euros.

  Mitie FinCo may issue notes in one or more tranches during a three-year issuance period, subject to the terms of the agreement. Each issuance is subject to a minimum principal amount and is finalised by a Confirmation of Acceptance, which sets out the specific terms (including currency, amount, maturity, interest rate, and payment schedule) for that tranche. The facility is not a committed facility; PGIM is not obliged to purchase any notes unless and until a Confirmation of Acceptance is executed. The proceeds of each issuance are to be used for purposes specified in the relevant request for purchase and may not be used to finance a hostile tender offer without PGIM's written consent.

- *Shelf Issuances*:

  £20,000,000 of Series A notes were issued under the PGIM Shelf Agreement on 20 December 2024, with an interest rate of 5.71% per annum and a maturity date of 22 December 2031.

  A further £60,000,000 of notes were issued under the PGIM Shelf Agreement on 12 November 2025 with the following commercial terms: (1) £34,000,000 of Series B notes, with an interest rate of 5.38% and a maturity date of 12 November 2030; and (2) £26,000,000 of Series C notes, with an interest rate of 5.63% and a maturity date of 12 November 2032.

NYL Investors Shelf Agreement

- *Date:* 25 October 2024

- *Parties:* Mitie FinCo (as issuer), Mitie (as guarantor) and NYL Investors LLC ("**NYL Investors**")
- *Principal Terms:*

  The NYL Investors Shelf Agreement establishes a private shelf facility for the issuance and sale of up to US$150,000,000 aggregate principal amount of interest-bearing, guaranteed senior notes, to mature no more than 12 years from the date of original issuance. The notes issued are unconditionally and irrevocably guaranteed by Mitie and by certain subsidiary guarantors. The note facility is denominated in US Dollars, but notes may be issued in pounds sterling, US dollars or euros.

  Mitie FinCo may issue notes in one or more tranches during a three-year issuance period, subject to the terms of the agreement. Each issuance is subject to a minimum principal amount and is finalised by a Confirmation of Acceptance, which sets out the specific terms (including currency, amount, maturity, interest rate, and payment schedule) for that tranche. The facility is not a committed facility; NYL Investors is not obliged to purchase any notes unless and until a Confirmation of Acceptance is executed. The proceeds of each issuance are to be used for purposes specified in the relevant request for purchase and may not be used to finance a hostile tender offer without NYL Investors' written consent.
- *Shelf Issuances*:

  £20,000,000 of Series A notes were issued under the NYL Investors Shelf Agreement on 20 December 2024, with an interest rate of 5.71% per annum and a maturity date of 20 December 2031.

  A further £55,000,000 of notes were issued under the NYL Investors Shelf Agreement on 12 November 2025 with the following commercial terms: (1) £31,000,000 of Series B notes, with an interest rate of 5.38% and a maturity date of 12 November 2030; and (2) £24,000,000 of Series C notes, with an interest rate of 5.63% and a maturity date of 12 November 2032.

2022 Note Purchase Agreement

The 2022 Note Purchase Agreement (the "**2022 NPA**") is a standalone note purchase agreement between Mitie FinCo as issuer, Mitie as parent guarantor, and certain institutional investors. Unlike the Shelf Agreements, the 2022 NPA is not a framework agreement for future issuances via confirmations. Instead, it directly governs and documents the issuance of three series of notes.

- *Date:* 21 January 2022
- *Parties:* Mitie FinCo (as issuer), Mitie (as guarantor), certain institutional investors (as purchasers)
- *Principal Terms:*

  The series of notes issued under the 2022 NPA are: (i) £40,000,000 2.84% Series A Notes due 16 December 2030; (ii) £40,000,000 2.97% Series B Notes due 16 December 2032; and (iii) £40,000,000 3.00% Series C Notes due 16 December 2034 (the "**Notes**"). Closing for the Notes occurred on 16 December 2022.

  The Notes are direct, unsecured and unsubordinated obligations of Mitie FinCo, ranking pari passu with all other unsecured, unsubordinated financial indebtedness of Mitie FinCo. The Notes are unconditionally and irrevocably guaranteed by Mitie and by certain subsidiary guarantors.

Except for the economic terms of the Notes, the covenants (including financial covenants), representations and warranties of the 2022 NPA are substantially equivalent to those of the Shelf Agreements. The subsidiary guarantors are also the same across all Shelf Agreements and the 2022 NPA.

The 2022 NPA includes a "change of control" prepayment event on substantially identical terms to those described above in respect of the Shelf Agreements.

Confidentiality Agreement

See paragraph 9 of Part Two (*Explanatory Statement*) of this document for further details on the Confidentiality Agreement.

Co-operation Agreement

See paragraph 9 of Part Two (*Explanatory Statement*) of this document for further details on the Co-operation Agreement.

Clean Team Agreement

See paragraph 9 of Part Two (*Explanatory Statement*) of this document for further details on the Clean Team Agreement.

Joint Defence Agreement

See paragraph 9 of Part Two (*Explanatory Statement*) of this document for further details on the Joint Defence Agreement.

8.2 OCS and OCS Topco

Equity Commitment Letter

On 21 July 2026, in connection with the financing of the Acquisition, the CD&R Funds entered into an equity commitment letter with OCS and OCS Group Holdings Limited ("**Midco**") (the "**Equity Commitment Letter**"). Under the Equity Commitment Letter, the CD&R Funds have undertaken to contribute, directly or indirectly, to Midco an aggregate amount of £891,324,948, and Midco has undertaken to procure that such amount is contributed or otherwise made available to OCS. Each CD&R Fund has agreed to fund its commitment on or before the date by which OCS is required to pay the cash consideration due under the Acquisition, and in sufficient time to enable OCS to satisfy such obligation in full. The Equity Commitment Letter is governed by the laws of England and Wales.

Interim Facility Agreement

On 20 July 2026, in connection with the financing of the Acquisition, OCS Parco Limited (the "**Parent**"), OCS Group Holdings Limited (the "**Borrower**" or "**Midco**"), OCS Group Investments Limited ("**Holdco**") and OCS Group International Limited ("**OCS**") entered into an Interim Facility Agreement (the "**Interim Facility Agreement**"). Under the terms of the Interim Facility Agreement, HSBC Bank plc ("**HSBC**"), Royal Bank of Canada ("**RBC**") and Barclays Bank PLC ("**Barclays**") have agreed to make available a sterling term loan facility in an aggregate amount equal to £2,875,000,000 (the "**Interim Term Facility**" and the loans thereunder, the "**Interim Loans**"). RBC Europe Limited is interim facility agent (the "**Interim Facility Agent**") and the interim security agent (the "**Interim Security Agent**") in respect of the Interim Facility Agreement.

The proceeds of borrowings under the Interim Facility Agreement are to be used, among other things, towards financing the cash consideration payable in connection with the Acquisition, the payment of costs, fees and expenses in connection with the Acquisition and/or refinancing or otherwise discharging certain existing indebtedness of Mitie.

The Interim Term Facility is available to be drawn, subject to satisfaction of the conditions precedent set out in the Interim Facility Agreement, from the date of the Interim Facility Agreement to the last day of the Availability Period (as defined below).

The Interim Loans will mature on the date that is 90 days after the date of borrowing of such loans (the "**Interim Loans Closing Date**") and will be repayable in full on the maturity date.

Concurrently with the first drawdown of the Interim Term Facility, the secured parties under the Interim Facility Agreement shall receive the benefit of security pursuant to an English law debenture over all assets of the Parent, the Borrower, Holdco and OCS. As a condition subsequent to the first drawdown of the Interim Term Facility, by the date falling 20 business days from the Interim Loans Closing Date the secured parties under the Interim Facility Agreement shall receive the benefit of security pursuant to a Scottish law governed pledge over the shares of Mitie which are owned by OCS and a Scottish law governed assignation in security over receivables owed to OCS by Mitie. The Parent, the Borrower, Holdco and OCS are guarantors under the Interim Facility Agreement.

In this paragraph the following terms shall have the definitions given to them in the Interim Facility Agreement: "Business Day", "Compounded Rate Loans", "RFR Banking Days" and "Term Rate Loans". Subject to certain conditions, the Borrower may voluntarily prepay and cancel loans under the Interim Facility Agreement by giving the Interim Facility Agent not less than three Business Days' prior notice in respect of Term Rate Loans or not less than five RFR Banking Days' prior notice in respect of Compounded Rate Loans. Voluntary prepayments can be made at any time without premium or penalty.

To the extent that borrowings are made under the Interim Facility Agreement, the outstanding Interim Loans will bear interest at a per annum rate equal to the applicable margin plus the Term Reference Rate or Compounded Reference Rate (each as defined in the Interim Loan Agreement) in respect of Term Rate Loans or Compounded Rate Loans (each as defined in the Interim Loan Agreement), as applicable and, in each case, subject to a 0 per cent. floor. The margin applicable in relation to the Interim Term Facility is 5.00 per cent. per annum. Interest will be payable at the end of each interest period and on any date on which an Interim Loan is repaid.

Commitment fees and underwriting and arrangement fees, among other fees, are also payable under the terms of the Interim Facility Agreement and ancillary documentation. An annual fee is payable to each of the Interim Facility Agent and the Interim Security Agent.

The Interim Facility Agreement contains customary representations and warranties, affirmative and negative covenants (including covenants in respect of financial indebtedness, disposals, security, permitted holding company activity, dividends and share redemption, acquisitions, mergers and conduct of the Scheme and/or Takeover Offer (each term as defined in the Interim Facility Agreement)), indemnities and events of default applicable to the Parent, the Borrower, Holdco and OCS.

In this paragraph the following terms shall have the definitions given to them in the Interim Facility Agreement: "Acquisition", "Business Day", "Court", "Lead Arrangers", "Offer", "Offer Conversion Notice", "Offer Press Release", "Scheme", "Scheme Press Release", "Squeeze-

Out Procedure", "Takeover Code" and "Takeover Panel". "Closing Date Longstop" means: (a) in the case of a Scheme, the date falling six weeks after the date falling 12 months after the date on which the first Scheme Press Release is made by or on behalf of OCS; or (b) in the case of an Offer, the date falling eight weeks after the date falling 12 months after the date on which the first Offer Press Release is made by or on behalf of OCS. The "Final Maturity Date" is the date falling 90 days after the Interim Loans Closing Date. Under the Interim Facility Agreement, the "Availability Period" for the Interim Term Facility is defined as the period from and including the date of the Interim Facility Agreement to and including the earlier of: (i) 20 Business Days after the date of the Interim Facility Agreement if neither the Offer Press Release nor the Scheme Press Release has been issued prior to such time; (ii) the Closing Date Longstop; (iii) where the Acquisition is proceeding by way of a Scheme, the earlier of (1) 11:59pm London time on the date on which the Scheme lapses (including, subject to exhausting any rights of appeal, if a relevant court refuses to sanction the Scheme) or is withdrawn with the consent of the Takeover Panel or by order of the Court (unless OCS has delivered an Offer Conversion Notice prior to the Scheme lapsing and such Offer Conversion Notice is followed within 20 Business Days of the Offer Conversion Notice by an Offer Press Release for the Offer by OCS to implement the Acquisition in accordance with the Interim Facility Agreement), (2) 11:59 p.m. London time on the date on which Mitie has become a wholly owned subsidiary of OCS and all of the consideration payable under the Acquisition in respect of the Mitie Shares has been paid in full and (3) close of business on the Closing Date Longstop; (iv) where the Acquisition is proceeding by way of an Offer, the earlier of (1) 11:59 p.m. London time on the date on which the Offer lapses, terminates or is withdrawn in accordance with its terms and in compliance with the Takeover Code, the requirements of the Takeover Panel and all applicable laws and regulations (unless, OCS has notified the Lead Arrangers prior to the Offer lapsing, terminating or being withdrawn that Mitie intends to launch a Scheme and such lapse, termination or withdrawal is followed within 20 Business Days by a Scheme Press Release for the Scheme by OCS to implement the Acquisition in accordance with the Interim Facility Agreement), (2) 11:59 p.m. London time on the date on which Mitie has become a wholly owned subsidiary of OCS and all of the consideration payable under the Acquisition in respect of the Mitie Shares has been paid in full including in respect of the acquisition of any Mitie Shares to be acquired after the Closing Date (including pursuant to a Squeeze-Out Procedure) and (3) close of business on the Closing Date Longstop; and (v) if any Interim Facility is drawn, the date falling one week prior to the Final Maturity Date, provided that, for the avoidance of doubt, a switch from a Scheme to an Offer or from an Offer to a Scheme (or, for the avoidance of doubt, any amendments to the terms or conditions of a Scheme or an Offer as a consequence of the switch) shall not constitute a lapse, termination or withdrawal for the purposes of this definition. The Interim Facility Agreement is governed by English law.

Debt Commitment Letter

On 17 July 2026, in connection with the financing of the Acquisition, Midco, HSBC, RBC and Barclays entered into a debt commitment letter (the "**Debt Commitment Letter**"), pursuant to which HSBC, RBC and Barclays have agreed to make available to Midco or any subsidiary of Midco (i) bridge loan facilities for an aggregate amount of £1,500 million (the "**Bridge Loan Facility**"), split into a bridge term loan facility denominated in sterling in the principal amount of at least £500 million and a bridge term loan facility denominated in euro, the amount of which will be the euro equivalent of the remainder of the Bridge Loan Facility commitments, (ii) term loan facilities for an aggregate amount of £2,500 million (the "**Senior Term Loan Facility**"), split into a term loan facility denominated in sterling in the principal amount of at least £750 million and a term loan facility denominated in euro, the amount of which will be the euro equivalent of the remainder of the Senior Term Loan Facility commitments and (iii) a £800 million multicurrency senior revolving credit facility, in each case for the purposes of replacing or refinancing the Interim Facility Agreement.

Existing OCS Facilities Agreement

On 27 November 2024, the Parent, Midco, Holdco and OCS entered into a senior facilities agreement with, among others, HSBC Bank plc and Royal Bank of Canada as global coordinators and physical bookrunners, Banco Santander, S.A., Barclays Bank PLC, HSBC Bank plc, HSBC UK Bank plc, ING Bank N.V., London Branch, Intesa Sanpaolo S.p.A., London Branch, National Westminster Bank PLC, Natixis, London Branch and Royal Bank of Canada as original lenders and GLAS SAS as agent and security agent (the "**Existing OCS Facilities Agreement**").

In connection with the Existing OCS Facilities Agreement, (i) on 24 November 2025 the Parent and Midco entered into (x) an incremental facility notice with respect to a new facility B3 which upsized and replaced the existing facility B1 which was made available pursuant to the Existing OCS Facilities Agreement and (y) an incremental facility notice with respect to a new facility B4 which upsized and replaced the existing facility B2 which was made available pursuant to the Existing OCS Facilities Agreement, in each case with HSBC Bank plc, Royal Bank of Canada and certain other existing lenders under the Existing OCS Facilities Agreement ((x) and (y) together, the "**2025 Incremental Facility Notices**") and (ii) on 2 March 2026 the Parent and Midco entered into (x) an incremental facility notice which upsized the existing facility B4 and (y) an incremental facility notice with respect to a new standalone facility B5, in each case with Royal Bank of Canada ((x) and (y) together, the "**2026 Incremental Facility Notices**" and together with the 2025 Incremental Facility Notices, the "**Incremental Facility Notices**").

The Existing OCS Facilities Agreement as amended and supplemented by the Incremental Facility Notices provides for a senior term loan facility denominated in sterling in the principal amount of £475 million ("**Facility B5**"), a senior term loan facility denominated in euro in the principal amount of €930 million ("**Facility B4**") and a senior multicurrency revolving facility in the principal amount of £220 million (the "**RCF**"). Each of the term facilities is fully drawn.

Each of Parent, Midco, Holdco and OCS is a guarantor in respect of the Existing OCS Facilities Agreement and the Incremental Facility Notices. The Existing OCS Facilities Agreement and the Incremental Facility Notices are secured pursuant to an English law governed all asset (subject to certain customary exceptions) debenture dated 29 November 2024 granted by Parent, Midco, Holdco and OCS in favour of GLAS SAS as security agent.

Interest on Facility B5 accrues at a floating rate equal to SONIA plus margin in accordance with the terms of the Existing OCS Facilities Agreement and Incremental Facility Notices. The margin applicable to Facility B5 is 5.25 per cent. per annum. Interest under Facility B4 accrues at a floating rate equal to EURIBOR plus margin in accordance with the terms of the Existing OCS Facilities Agreement and Incremental Facility Notices. The margin applicable to Facility B4 is 4.25 per cent. per annum. Interest on loans outstanding under the RCF accrues at a floating rate based on the currency of the applicable loan plus margin in accordance with the terms of the Existing OCS Facilities Agreement and Incremental Facility Notices. The margin applicable to loans outstanding under the RCF is 4.00 per cent. per annum. The margin applicable to loans outstanding under Facility B4, Facility B5 and the RCF is, in each case, subject to adjustment pursuant to a margin ratchet based on the

Consolidated Senior Secured Leverage Ratio (as such term is defined in the Existing OCS Facilities Agreement).

The original termination date of Facility B4 and Facility B5 is seven years from the date of the Existing OCS Facilities Agreement. The original termination date of the RCF is six years and six months from the date of the Existing OCS Facilities Agreement.

The Existing OCS Facilities Agreement contains customary representations, undertakings, covenants, indemnities and events of default with appropriate carve-outs and materiality thresholds, where relevant.

The Existing OCS Facilities Agreement and the Incremental Facility Notices are governed by English law.

Save for the offer-related arrangements described in paragraph 9 of Part Two (*Explanatory Statement*) of this document, and as disclosed below, no member of the OCS Group has, during the period commencing on 21 July 2024 (being the date that is two years before the commencement of the Offer Period) and ending on the Latest Practicable Date, entered into any material contract otherwise than in the ordinary course of business.

9 Fees and expenses

9.1 Fees and Expenses of OCS

The aggregate fees and expenses which are expected to be incurred by OCS in connection with the Acquisition are estimated to amount to £200,100,000 excluding applicable VAT. This aggregate number consists of the following categories:

Category	**Amount (£)**
Financing arrangements:	125,000,000
Financial and corporate broking advice	23,500,000
Legal advice	25,300,000
Accounting and tax advice	4,500,000
Public relations advice	700,000
Other professional services	6,200,000
Other costs and expenses	14,900,000
Total	200,100,000

9.2 Fees and Expenses of Mitie

The aggregate fees and expenses which are expected to be incurred by Mitie in connection with the Acquisition are estimated to amount to £30,750,000 excluding applicable VAT. This aggregate number consists of the following categories:

Category	**Amount (£)**
Financial and corporate broking advice(1)	22,050,000
Legal advice(1)(2)	6,775,000
Public relations advice(1)(2)	100,000

Category	Amount (£)
Other professional services[(1)(2)]	750,000
Other costs and expenses[(1)(2)(3)]	1,075,000
Total	30,750,000

(1) The total amount payable depends on whether the Acquisition becomes effective.

(2) Certain of these services are provided by reference to hourly or daily rates. Amounts included in the table reflect the time incurred up to the Latest Practicable Date and an estimate of the further time required.

(3) Includes amounts related to fees payable: (i) to the London Stock Exchange; (ii) to the Court in connection with the Scheme process; (iii) in connection with the printing and mailing of materials; and (iv) for virtual data room provision.

10 Significant change

Save as disclosed in this document, the Mitie Directors are not aware of any significant change in the financial or trading position of Mitie which has occurred since 31 March 2026, being the date of the end of the last financial period for which audited financial information was published.

11 Cash Confirmation

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

12 Other information

12.1 Each of Lazard, Barclays and RBC Capital Markets has given and not withdrawn its written consent to the issue of this document with the inclusion herein of the references to its name in the form and context in which it appears.

12.2 Each of Ardea Partners, Peel Hunt and Goldman Sachs has given and not withdrawn its written consent to the issue of this document with the inclusion herein of the references to its name in the form and context in which it appears.

12.3 Save as disclosed in this document, there is no agreement, arrangement, or understanding (including any compensation arrangements) between OCS or any person acting in concert with it and any of the directors, recent directors, shareholders, or recent shareholders of Mitie or any person interested or recently interested in Mitie Shares, having any connection with or dependence on or which is conditional upon the outcome of the Acquisition.

12.4 Except with the consent of the Panel, settlement of the consideration to which each Mitie Shareholder is entitled under the Scheme will be implemented in full in accordance with the terms of the Scheme without regard to any lien or right of set-off, counterclaim or other analogous right to which OCS may otherwise be, or claim to be, entitled against any such Mitie Shareholder.

12.5 There is no agreement to which OCS is a party which relates to the circumstances in which it may, or may not, invoke a condition to the Scheme.

12.6 Save as disclosed in this document, there is no agreement, arrangement or understanding whereby the beneficial ownership of any of Mitie Shares to be acquired by OCS will be transferred to any other person, save that OCS reserves the right to transfer any such shares to any member of the OCS Group.

13 Documents incorporated by reference

Parts of other documents are incorporated by reference in, and form part of, this document. Part Five (*Financial Information*) of this document sets out the financial information incorporated by reference into this document.

Any person who has received this document may request a copy of such documents incorporated by reference. A copy of any such documents or information incorporated by reference in this document will not be sent to such persons unless requested from Mitie's Registrar, MUFG Corporate Markets, Central Square, 29 Wellington Street, Leeds, LS1 4DL or by calling the Shareholder Helpline on 0371 664 0321 (if calling from within the UK) or on +44 371 664 0321 (if calling from outside the UK). Lines are open from 9.00 a.m. to 5.30 p.m. Monday to Friday excluding public holidays in the United Kingdom. Calls to the Shareholder Helpline from outside the UK will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be recorded and monitored for security and training purposes. If requested, copies will be provided, free of charge, within two business days of request.

14 Documents available on website

Copies of the following documents will be available, free of charge, on OCS's and Mitie's websites at www.ocs.com/recommended-offer and www.mitie.com respectively during the period up to and including the Effective Date or the date on which the Scheme lapses or is withdrawn, whichever is the earlier:

14.1 this document and the Forms of Proxy;

14.2 the memorandum and articles of association of OCS;

14.3 the memorandum and articles of association of Mitie and a copy of the articles of association as proposed to be amended at the General Meeting;

14.4 the Announcement;

14.5 the financial information relating to Mitie referred to in Part A of Part Five (*Financial Information*) of this document;

14.6 the financial information relating to OCS referred to in Part C of Part Five (*Financial Information*) of this document;

14.7 copies of the irrevocable undertakings referred to in paragraph 6 of this Part Seven (*Additional Information on Mitie and OCS*);

14.8 the written consents referred to in paragraph 12 of this Part Seven (*Additional Information on Mitie and OCS*);

14.9 the financing documents referred to in paragraph 8.2 above of this Part Seven (*Additional Information on Mitie and OCS*) that have been entered into in connection with the Acquisition;

14.10 the Confidentiality Agreement;

14.11 the Co-operation Agreement;

14.12 the Clean Team Agreement; and

14.13 the Confidentiality and Joint Defence Agreement.

The content of the websites referred to in this document is not incorporated into and does not form part of this document.

15 Sources and bases of information

15.1 As of the Latest Practicable Date, there were 1,301,480,755 Mitie Shares in issue (excluding any Mitie Shares held in treasury). The International Securities Identification Number for Mitie Shares is GB0004657408.

15.2 Any references to the issued and to be issued share capital of Mitie are based on:

15.2.1 the 1,301,480,755 Mitie Shares referred to in paragraph 15.1 above; plus

15.2.2 106,047,417 Mitie Shares, being the maximum number of Mitie Shares that is estimated to be issued to be issued or transferred out of treasury on or after the date of this document to satisfy the exercise of options or vesting of awards pursuant to the Mitie Share Plans which are outstanding at the Latest Practicable Date; less

15.2.3 18,350,014 Mitie Shares held by the Mitie employee benefit trust that can be used to satisfy the exercise or vesting of options or awards pursuant to the Mitie Share Plans.

15.3 The value of the Acquisition attributed to the issued and to be issued share capital of Mitie of approximately £3.1 billion is calculated based on the Acquisition Value of up to 221.6 pence per Mitie Share (being the Acquisition Price of 218.5 pence plus the FY26 Final Dividend of 3.1 pence) multiplied by the number of Mitie Shares in issue (as set out in paragraph 15.2 above).

15.4 The market prices of the Mitie Shares are the closing middle market quotations as derived from the Daily Official List.

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

15.6 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 the Announcement).

15.7 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 the Announcement).

15.8 The combined revenues for the calendar year ended 31 December 2025 of approximately £8.5 billion referred to in paragraph 3 of Part One (*Letter from the Chair of Mitie)* of this document are calculated as the sum of:

15.8.1 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

15.8.2 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.

15.9 The reference to the OCS Group's value of approximately £3.3 billion in paragraph 4 of Part Two (*Explanatory Statement*) of this document 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.

15.10 Unless otherwise stated, the financial information relating to OCS is extracted from the audited consolidated financial statements of OCS for the financial years ended 31 December 2025 and 31 December 2024, prepared in accordance with IFRS.

15.11 Unless otherwise stated, the financial information relating to Mitie is extracted from the audited consolidated financial statements of Mitie for the financial years ended 31 March 2026 and 31 March 2025, prepared in accordance with IFRS.

PART EIGHT
MITIE PROFIT FORECAST

In October 2023 (and periodically referred to since), Mitie first published the Mitie Three-Year Plan targets for FY25 – FY27 which were predicated on inorganic growth, including targets relating to the profitability of Mitie as follows:

- *“High single-digit revenue CAGR;*
- *5% operating profit margin by FY27; and*
- *EBITDA >£300m by FY27.”*

Such targets in the Mitie Three-Year Plan, when taken together, constitute a profit forecast for the purposes of Rule 28.1 of the Takeover Code (the “**Mitie FY27 Profit Forecast**”). The targets are measurable against Mitie’s FY24 Capital Markets Event Baseline for each respective metric.

Basis of preparation

The Mitie FY27 Profit Forecast has been prepared on a basis consistent with the Mitie Group’s accounting policies which are in accordance with IFRS. These policies are consistent with those applied in the preparation of the Mitie FY26 Financial Results.

Assumptions

The Mitie FY27 Profit Forecast is based on the assumptions listed below.

Factors outside the influence or control of the Mitie Directors:

- there will be no material changes to existing prevailing macroeconomic, regulatory or political conditions in the markets and regions in which the Mitie Group operates;
- the interest, inflation and tax rates in the markets and regions in which the Mitie Group operates will remain materially unchanged from the prevailing rates;
- there will be no material adverse events that will have a significant impact on the Mitie Group’s financial performance;
- there will be no business disruptions that materially affect Mitie or its key customers, including natural disasters, acts of terrorism or technological issues or interruptions;
- there will be no material change in employee attrition rates and no material change in the Mitie Group’s labour costs, including medical and pension and other post-retirement benefits driven by external parties or regulations; and
- there will be no material changes in legislation or regulatory requirements impacting on the Mitie Group’s operations or on its accounting policies.

Factors within the influence or control of the Mitie Directors:

- there will be no material change in the operational strategy of Mitie; and
- there will be no material change in the dividend or capital allocation policies of Mitie.

The Mitie Directors’ confirmation

The Mitie Directors have considered the Mitie FY27 Profit Forecast and confirm that it remains valid as at the date of this document, has been properly compiled on the basis of the assumptions set out above and the basis of the accounting used is consistent with the Mitie Group's accounting policies and those that Mitie applied in the preparation of the Mitie FY26 Financial Results.

PART NINE
DEFINITIONS

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

Acquisition	the acquisition of the entire issued and to be issued share capital of Mitie, to be effected by means of the Scheme, or by way of the Takeover Offer under certain circumstances described in this document
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 FY26 Final Dividend
Announcement	the joint announcement made by OCS and Mitie on 21 July 2026 in relation to the Acquisition made pursuant to Rule 2.7 of the Code
Announcement Date	21 July 2026
Ardea Partners or Ardea	Ardea Partners International LLP
Authorisations	regulatory authorisations, orders, recognitions, grants, consents, clearances, confirmations, certificates, licences, permissions or approvals
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
business day	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
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 Fund XI (Scotland), L.P. and CD&R Advisor Fund XI, L.P.
CD&R Responsible Persons	the persons listed in paragraph 2.4 of Part Seven (*Additional Information on Mitie and OCS*) of this document
certificated or in certificated form	not in uncertificated form (that is, not in CREST)
CGT	UK capital gains tax
Clean Team Agreement	the clean team agreement between OCS Topco, CD&R and Mitie dated 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 Competition and Markets Authority, a UK statutory body established under the Enterprise and Regulatory Reform Act 2013
CMA Condition	the condition set out in paragraph 3.1 of Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this document
Code	the City Code on Takeovers and Mergers
Companies Act	the Companies Act 2006, as amended from time to time
Completion	the Scheme becoming effective in accordance with its terms
Conditions	the conditions to the implementation of the Acquisition (including the Scheme) set out in Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this document, and Condition means any one of them
Confidentiality Agreement	the confidentiality agreement between OCS Topco and Mitie dated 21 April 2026
Continuing Awards	certain options granted under the CSP outstanding as at 17 July 2026 over 6,109,290 Mitie Shares, designated as such by the Mitie remuneration committee and as notified to OCS prior to the date of the Co-operation Agreement
Co-operation Agreement	the agreement between OCS, OCS Topco, the CD&R Funds and Mitie dated 21 July 2026 relating to, among other things, the implementation of the Acquisition
Court	the Court of Session in Edinburgh at Parliament House, Parliament Square, Edinburgh EH1 1RQ
Court Meeting	the meeting of Scheme Shareholders convened pursuant to an order of the Court under section 896 of the Companies Act, to consider and, if thought fit, approve the Scheme, including any adjournment thereof, notice of which is set out in Part Ten (*Notice of Court Meeting*) of this document
CREST	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear
CREST Manual	the rules governing the operation of CREST as published by Euroclear
CREST Proxy Instruction	the appropriate CREST message for a proxy appointment to be made by means of CREST
CREST Regulations	the Uncertificated Securities Regulations 2001 (SI 2001 No.3755) (including as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018), as amended from time to time (including by means of the Uncertificated Securities (amendment and EU Exit) Regulations 2019 (SI 2019/679))
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

Delisting	has the meaning given to it in paragraph 7 of Part Two (*Explanatory Statement*) of this document
DBP	the Mitie Deferred Bonus Plan, as amended from time to time
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 the 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 the Announcement;
EDP	the Mitie Enhanced Delivery Plan, as approved by Mitie Shareholders in 2021 and as amended from time to time
Effective Date	the date on which either (i) the Scheme becomes effective in accordance with its terms or (ii) if the Acquisition is implemented by way of a Takeover Offer, the date on which such Takeover Offer is declared or becomes unconditional
Employee Representatives' Opinion	the opinion from Unite the Union pursuant to Rule 25.9 of the Code set out in the Appendix to this document
Enlarged Group	the combined Mitie Group and OCS Group following completion of the Acquisition
EU Condition	the condition set out in paragraph 3.2 of Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this document
Euroclear	Euroclear UK & International Limited
Excluded Shares	any Mitie Shares: (a) registered in the name of, or beneficially owned by, OCS or any member of the OCS Group; or (b) held by Mitie in treasury, in each case at any relevant date or time
Executive Director Retention Awards	has the meaning given to it in paragraph 7 of Part Two (*Explanatory Statement*) of this document
Financial Conduct Authority or FCA	the Financial Conduct Authority acting in its capacity as the competent authority for the purposes of Part VI of the UK Financial Services and Markets Act 2000

Forms of Proxy	the BLUE Form of Proxy for use at the Court Meeting and the WHITE Form of Proxy for use at the General Meeting (or either one of them as the context might require) which accompany this document
FY26 Final Dividend	a final dividend in relation to the financial year ended 31 March 2026 of 3.1 pence
FY27 Interim Dividend	if the Effective Date does not occur on or before 19 November 2026, any interim dividend resolved to be paid by the Mitie Directors in respect of the financial period commenced on 1 April 2026 and ending 30 September 2026 up to 1.3 pence per Mitie Share
General Meeting	the general meeting of Mitie Shareholders to be convened to consider and, if thought fit, pass the Special Resolution, including any adjournment thereof
Goldman Sachs	Goldman Sachs International
IFRS	International Financial Reporting Standards as adopted by the United Kingdom
Joint Defence Agreement	the joint defence agreement between OCS Topco, CD&R and Mitie dated 5 June 2026
Last Accounts Date	31 March 2026
Latest Practicable Date	12 August 2026, being the latest practicable date prior to the date of this document
Lazard	Lazard & Co., Limited
London Stock Exchange	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 Mitie 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 3.1 to 3.3 (inclusive) of Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*)
Meetings	the Court Meeting and the General Meeting and “meeting” means either the Court Meeting or the General Meeting as the context requires
Mitie or the Company	Mitie Group PLC, a public limited company incorporated in Scotland with registered number SC019230
Mitie Articles	the articles of association of Mitie
Mitie Directors or Mitie Board	the board of directors of Mitie
Mitie Discretionary Share Plans	the LTIP, EDP, DBP, RSP and CSP (for the avoidance of doubt, not including the Sharesave or SIP)

Mitie Executive Directors	Phil Bentley and Simon Kirkpatrick
Mitie FY26 Financial Results	the audited consolidated financial statements of the Mitie Group for the financial year ended 31 March 2026, as announced by Mitie on 4 June 2026
Mitie FY27 Profit Forecast	has the meaning given to it in Part Eight (*Mitie Profit Forecast*) of this document
Mitie Group	Mitie and its subsidiary undertakings and, where the context permits, each of them
Mitie Meetings	both the Court Meeting and the General Meeting
Mitie Non-Executive Directors	Christopher Rogers, Jennifer Duvalier, Penelope James, Chet Patel, Mary Reilly and Salma Shah
Mitie Shareholders	holders of Mitie Shares from time to time
Mitie Share Plans	the LTIP, EDP, DBP, RSP, CSP, Sharesave and SIP
Mitie Shares	the ordinary shares of 2.5 pence each in the capital of Mitie
MUFG Corporate Markets or Company's Registrar	MUFG Corporate Markets is a trading name of MUFG Corporate Markets (UK) Limited, a division of MUFG Pension & Market Services
OCS	OCS Group International Limited, a company incorporated in England and Wales and an indirect wholly-owned subsidiary of OCS Group Topco Limited
OCS Directors or OCS Board	the board of directors of OCS, or, where the context so requires, the directors of OCS from time to time
OCS Group	OCS, OCS Topco and their respective subsidiary undertakings and, where the context permits, each of them
OCS Topco	OCS Group Topco Limited, a company incorporated in England and Wales, being the parent undertaking of OCS
OCS Topco Directors or **OCS Topco Board**	the board of directors of OCS Topco, or, where the context so requires, the directors of OCS Topco from time to time
Offer Period	the offer period beginning on 21 July 2026 and ending on the earlier of the date on which the Scheme becomes effective and/or the date on which the Scheme lapses or is withdrawn (or such other date as the Panel may decide)
Official List	the Official List maintained by the FCA
Overseas Shareholders	Mitie Shareholders (or nominees of, or custodians or trustees for Mitie Shareholders) who are resident in, ordinarily resident in, or nationals or citizens of, jurisdictions outside the United Kingdom
Panel	the Panel on Takeovers and Mergers
parent undertaking	has the meaning given to it by section 1162 of the Companies Act

Peel Hunt	Peel Hunt LLP, a limited liability partnership incorporated in England and Wales
Permitted Dividends	the FY26 Final Dividend and any FY27 Interim Dividend
Post-Completion Review	has the meaning given to it in paragraph 5 of Part One (*Letter from the Chair of Mitie*) of this document
pounds sterling or £	pounds sterling, the lawful currency of the UK (and references to pence or p will be construed accordingly)
Q1 Trading Update	has the meaning given to it in paragraph 7 of Part One (*Letter from the Chair of Mitie*)
RBC Capital Markets	RBC Europe Limited (trading as RBC Capital Markets)
Register	the register of members of the Company
Registrar of Companies	the Registrar of Companies for Scotland
Regulatory Conditions	the Conditions set out in paragraphs 3.1 to 3.6 (inclusive) of Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this document) (so far as, in the case of paragraphs 3.4 and 3.6, the relevant Third Party (as defined in Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this document) is a Relevant Authority)
Regulatory Information Service	any information service authorised from time to time by the FCA for the purpose of disseminating regulatory announcements
Relevant 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
Restricted Jurisdiction	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if the Acquisition is extended or made available in that jurisdiction or if information concerning the Acquisition is sent or made available in that jurisdiction
Retention Awards	has the meaning given to it in paragraph 7 (*Arrangements between OCS and Mitie Management*) of Part Two (*Explanatory Statement*) of this document
RSP	the Retention Share Plan, operated under the CSP

Scheme	the proposed Scottish scheme of arrangement 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 by Mitie and OCS, as set out in Part Four (*The Scheme of Arrangement*) of this document
Scheme Court Hearing	the hearing by the Court of Session to consider the sanction of the Scheme under Part 26 of the Companies Act
Scheme Court Order	the order of the Court sanctioning the Scheme under section 899 of the Companies Act
Scheme Effective Time	the date and time at which the Scheme becomes effective in accordance with its terms, being on delivery of the Scheme Court Order to the Registrar of Companies
Scheme Record Time	6:30 p.m. on the date falling two business days after the date on which the Scheme Court Order is made
Scheme Shareholders	holders of Scheme Shares
Scheme Shares	Mitie Shares: (a) in issue as at the date of this document; (b) (if any) issued after the date of this document and before the Voting Record Time; and (c) (if any) issued at or after the Voting Record Time and before the Scheme Record Time on terms that the holder thereof will be bound by the Scheme, or in respect of which the original or any subsequent holders thereof will have agreed in writing to be bound by the Scheme, and in each case (where the context requires) remaining in issue at the Scheme Record Time, but excluding any Excluded Shares
SDRT	UK stamp duty reserve tax
Sharesave	the Mitie Savings Related Share Option Scheme, as approved by Mitie 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
Special Resolution	the special resolution to be proposed by Mitie at the General Meeting in connection with, among other things, the Scheme and the alteration of the Mitie Articles
subsidiary, subsidiary undertaking, associated undertaking and undertaking	have the meanings given by the Companies Act
Takeover Offer	has the meaning given in Chapter 3 of Part 28 of the Companies Act

Third Party	each of a central bank, government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, administrative, fiscal or investigative body, court, trade agency, association, institution, environmental body, employee representative body or any other body or person whatsoever in any jurisdiction
UK or United Kingdom	the United Kingdom of Great Britain and Northern Ireland
UK Listing Rules or UKLRs	the rules and regulations made by the FCA under the Financial Services and Markets Act 2000 (as amended from time to time), and contained in the publication of the same name, as amended from time to time
UK National Security Condition	the condition set out in paragraph 3.3 of Part Three (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this document
uncertificated or in uncertificated form	recorded on the relevant register as being held in uncertificated form in CREST, and title to which may be transferred by means of CREST
US or United States	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
US Exchange Act	the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder
VAT	means: (i) any value added tax imposed by the VAT Act 1994; (ii) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and (iii) any other tax of a similar nature, whether imposed in the United Kingdom or in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraphs (i) or (ii) above, or imposed elsewhere
Voting Record Time	6:30 p.m. on the day which is two working days before the date of the Court Meeting or, if the Court Meeting is adjourned, 6:30 p.m. on the day which is two working days before the date of such adjourned meeting
Website	www.mitie.com
Wider Mitie Group	Mitie and associated undertakings and any other body corporate, partnership, joint venture or person in which Mitie and such undertakings (aggregating their interests) have a Significant Interest
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
working day	has the meaning given in section 1173 of the Companies Act

PART TEN
NOTICE OF COURT MEETING

IN THE COURT OF SESSION
MITIE GROUP PLC

(a public limited company registered in Scotland with registered number SC019230)

NOTICE IS HEREBY GIVEN that, by an order dated 12 August 2026 the Court of Session at Parliament House, Parliament Square, Edinburgh EH1 1RQ, Scotland (the "**Court**") has ordered a meeting (the "**Court Meeting**") to be convened of the Scheme Shareholders (each as defined in the Scheme of Arrangement (defined below)) for the purpose of considering and, if thought fit, approving (with or without modification) a scheme of arrangement between Mitie Group PLC (the "**Company**" or "**Mitie**") and the Scheme Shareholders (the "**Scheme of Arrangement**") and that such meeting shall be held at Level 12, The Shard, 32 London Bridge Street, London, SE1 9SG on 16 September 2026 at 11:30 a.m., at which place and time all Scheme Shareholders are requested to attend.

At the Court Meeting, the following resolution will be proposed:

"*THAT the scheme of arrangement dated 13 August 2026 (the "**Scheme of Arrangement**"), between the Company and the holders of Scheme Shares (each as defined in the Scheme of Arrangement), a copy of which has been produced to this meeting and, for the purposes of identification, initialled by the Chair of this meeting, in its original form or with or subject to any modification, addition or condition agreed by the Company and OCS (as defined in the Scheme of Arrangement) and approved or imposed by the Court, be approved and the directors of the Company (or a duly authorised committee thereof) be authorised to take all such actions as they may consider necessary or appropriate for carrying the Scheme of Arrangement into effect.*"

A copy of the Scheme of Arrangement and a copy of the explanatory statement required to be furnished pursuant to section 897 of the Companies Act 2006 are incorporated in the document of which this Notice forms part. Unless the context requires otherwise, words and expressions defined in the Scheme of Arrangement shall have the same meaning in this notice of Court Meeting.

Voting on the resolution at the Court Meeting to approve the Scheme will be conducted on a poll, which shall be conducted as the Chair of the Court Meeting may determine. The Court has appointed Christopher Rogers or, failing him, any director of the Company to act as Chair of the Court Meeting and has directed the Chair of the Court Meeting to report the result of the Court Meeting to the Court. The quorum at the Court Meeting (or at any adjourned or postponed meeting) shall be two Scheme Shareholders, who are entitled to vote and who are present in person (including, in the case of a Scheme Shareholder which is a corporation, by a corporate representative), or by proxy.

Scheme Shareholders (as defined in the Scheme of Arrangement) entitled to attend and vote at the Court Meeting may vote in person or they may appoint another person, as their proxy to attend and vote at the Court Meeting. A proxy need not be a member of the Company.

A BLUE form of proxy for use in connection with the Court Meeting is enclosed with this Notice or shall be sent in a separate mailing or made available to download to those Scheme Shareholders who have elected or are deemed to have elected to receive documents and notices from the Company via the Company's website. Scheme Shareholders entitled to attend and vote at the Court Meeting who hold their shares through CREST may appoint a proxy using the CREST electronic proxy appointment service.

If you hold Mitie Shares in uncertificated form through CREST and wish to appoint a proxy or proxies for the Court Meeting (or any adjourned Court Meeting) by using the CREST electronic proxy appointment service, you may do so by using the procedures described in the CREST Manual (available at www.euroclear.com). CREST personal members or other CREST sponsored members, and those CREST members who have appointed any voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a "**CREST Proxy Instruction**") must be properly authenticated in accordance with Euroclear UK & International Limited's ("**Euroclear**") specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instruction given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by MUFG Corporate Markets (ID RA10) by not later than 48 hours (excluding any part of such 48 hour period falling on a non-working day) before the time fixed for the Court Meeting or any adjournment thereof. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which MUFG Corporate Markets is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time, any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in regulation 35(5)(a) of the Uncertificated Securities Regulations 2001. CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear UK & International Limited does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s), to procure that his or her CREST sponsor or voting service provider(s) take(s)) such action as is necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

If you are an institutional investor, you may be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by the Company and approved by MUFG Corporate Markets. For further information regarding Proxymity, please go to www.proxymity.io. Your proxy must be lodged by no later than 48 hours (excluding any part of a day that is not a working day) before the time fixed for the Court Meeting or any adjournment thereof in order to be considered valid. Before you can appoint a proxy via this process you will need to have agreed to Proxymity's associated terms and conditions. It is important that you read these carefully as you will be bound by them, and they will govern the electronic appointment of your proxy. An electronic proxy appointment via the Proxymity platform may be revoked completely by sending an authenticated message via the platform instructing the removal of your proxy vote.

If a corporation is a Scheme Shareholder, it may by resolution of its directors or other governing body authorise a person to act as its representative at the Court Meeting (or any adjournment thereof or rescheduled meeting, if postponed), and any such representative shall be entitled to exercise on behalf of the corporation all the powers that the corporation could exercise if it were an individual Scheme Shareholder. The Chair may be appointed to act as a corporate representative for the purposes of the Court Meeting.

Scheme Shareholders entitled to attend and vote at the Court Meeting may appoint a proxy electronically by logging on to www.mitie-shares.com and entering the Investor Code (IVC) shown on their form of proxy. Full details of the procedure to be followed to appoint a proxy electronically are given on the website. Scheme Shareholders should note that they may not appoint more than one proxy in respect of their shareholding through the www.mitie-shares.com service, and if they wish to appoint more than one proxy they should request BLUE forms of proxy from the Company's registrars, MUFG Corporate Markets, on 0371 664 0321 (if calling from within the UK) or on +44 371 664 0321 (if calling from outside the UK) and submit them as set out below.

Scheme Shareholders are entitled to appoint a proxy in respect of some or all of their shares. Scheme Shareholders are also entitled to appoint more than one proxy, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such Scheme Shareholder. A space has been included in the BLUE form of proxy to allow Scheme Shareholders to specify the number of shares in respect of which that proxy is appointed. Scheme Shareholders who return the BLUE form of proxy duly executed but leave this space blank shall be deemed to have appointed the proxy in respect of all their Scheme Shares.

Scheme Shareholders who wish to appoint more than one proxy in respect of their shareholding should contact the Company's registrars, MUFG Corporate Markets on 0371 664 0321 (if calling from within the UK) or on +44 371 664 0321 (if calling from outside the UK) for further BLUE forms of proxy or photocopy the BLUE form of proxy as required. Such Scheme Shareholders should also read the information regarding the appointment of multiple proxies set out on pages 11 to 15 of the document of which this Notice forms part and on the BLUE form of proxy.

It is requested that BLUE forms of proxy, and any power of attorney or other authority under which they are executed (or a duly certified copy of any such power or authority), be lodged with the Company's registrars, MUFG Corporate Markets, Central Square, 29 Wellington Street, Leeds, LS1 4DL, or be submitted through CREST, Proxymity or electronically, by no later than 11:30 a.m. on 14 September 2026 (or not less than 48 hours, excluding any part of a day which is not a working day, before the time appointed for any adjourned meeting), but if forms are not so lodged or submitted they may be handed to the Chair, or the Company's registrars on behalf of the Chair, at the start of the Court Meeting.

In the case of joint holders of Scheme Shares: (i) it shall be sufficient to give notice of the Court Meeting only to the senior joint holder; and (ii) the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the vote(s) of the other joint holder(s) and for these purposes, seniority shall be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding (the first being the most senior).

For the avoidance of doubt, proxies validly intimated in relation to the Court Meeting shall, subject to the paragraph below, continue to be valid and of effect at any adjournment of such a meeting (or at any rescheduled meeting, if postponed).

Completion and return of a BLUE form of proxy, or the appointment of a proxy through CREST, Proxymity or electronically, shall not prevent a Scheme Shareholder from attending and voting in person at the Court Meeting or any adjournment thereof. If a Scheme Shareholder so attends the Court Meeting and votes, any proxy appointed will be terminated and the proxy vote disregarded in respect of those Scheme Shares so voted.

Entitlement to attend and vote at the Court Meeting or any adjournment of it and the number of votes which may be cast at the Court Meeting shall be determined by reference to the register of members of the Company at 6:30 p.m. on the day which is two working days before the date of the Court

Meeting or adjourned meeting (as the case may be). In each case, changes to the register of members of the Company after such time shall be disregarded.

The Scheme of Arrangement shall be subject to the subsequent sanction of the Court.

Dated 13 August 2026

Dentons UK and Middle East LLP
First Floor
9 Haymarket Square
Edinburgh
EH3 8RY
Solicitors for the Company

NOTES

The following notes explain how notice of the Court Meeting will be given.

1. Undelivered notice

If, on three consecutive occasions in the past, documents or information have been sent or supplied by the Company to any member thereof at their address as contained in the Register, but such documents or information have been returned or undelivered, the Company shall not be obliged to send this notice to such person.

2. Restricted jurisdictions

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 Scheme by any such means from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws in that jurisdiction. Accordingly, copies of this document 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 document and all documents relating to the Acquisition (including custodians, nominees and trustees) 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.

3. Manner of notice

Notice of the Court Meeting shall be given by the Company, in accordance with its usual practice for shareholder communications and reflecting the communication preferences previously elected by Scheme Shareholders, being any of the following methods:

(i) sending the documents by electronic means to those Scheme Shareholders who have so elected to receive communications from it by electronic means (or who have deemed to have so elected); or

(ii) making the documents available on the Website and sending a notice of availability of the documents being made available on the Website to those

Scheme Shareholders who have so elected or who are deemed to have consented to receive notification of publication of documents on the Website;

(iii) hard copies of the documents being posted to those Scheme Shareholders who have elected to receive documents in hard copy form.

Where hard copies of this notice and the forms of proxy and the reply-paid envelope referred to therein are to be sent by the Company, they shall be sent by pre-paid post to the persons to whom notice of the Court Meeting is required to be given. The Company will not be required to send such hard copy documentation to Scheme Shareholders who have elected to receive communications from the Company by electronic means or who are deemed to have consented to receipt of postal notifications regarding the availability of documentation on the Website.

4 Notice by email

Intimation given by email shall be deemed to have been received the day after such email has been sent.

5 Notice by post

For Scheme Shareholders whose registered address or address for service in the Register is in the United Kingdom, the Notice will be given by first class post.

For Scheme Shareholders whose address in the Register is outside the United Kingdom, the Notice is to be given by international standard post (formerly airmail).

6 Notice in newspapers

Notice of the Court Meeting shall also be given in *The Edinburgh Gazette, The Scotsman* and in *The Financial Times* (international edition) newspapers.

PART ELEVEN
NOTICE OF GENERAL MEETING

MITIE GROUP PLC

(A public limited company limited by shares registered in Scotland with registered number SC019230)

NOTICE IS HEREBY GIVEN that a GENERAL MEETING of the Company shall be held at Level 12, The Shard, 32 London Bridge Street, London, SE1 9SG on 16 September 2026 at 11:45 a.m. (or as soon thereafter as the Court Meeting (as defined in the document of which this Notice forms part) has concluded or been adjourned) for the purpose of considering and, if thought fit, passing the following resolution which shall be proposed as a special resolution:

SPECIAL RESOLUTION

1 THAT:

(1) for the purpose of giving effect to the scheme of arrangement dated 13 August 2026 (the "**Scheme**") between the Company and its Scheme Shareholders (as defined in the Scheme), a print of which has been produced to this meeting and for the purposes of identification signed by the Chair of this meeting, in its original form or subject to any modification, addition or condition agreed by the Company and OCS Group International Limited ("**OCS**") and approved or imposed by the Court, the directors of the Company (or a duly authorised committee of the directors) be authorised to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect; and

(2) with effect from the passing of this resolution, the articles of association of the Company be amended by the adoption and inclusion of the following new article 162:

"**162. SCHEME OF ARRANGEMENT**

(A) In this Article, the "**Scheme**" means the scheme of arrangement dated 13 August 2026 between the Company and its Scheme Shareholders (as defined in the Scheme) under Part 26 of the Companies Act 2006 in its original form or with or subject to any modification, addition or condition approved or imposed by the Court of Session in Edinburgh and agreed by the Company and OCS Group International Limited ("**OCS**") and (save as defined in this Article) expressions defined in the Scheme shall have the same meanings in this Article.

(B) Notwithstanding any other provision of these Articles, if the Company issues or transfers out of treasury any shares (other than to OCS or its nominee(s)) after the adoption of this Article and before the Scheme Record Time, such shares shall be issued or transferred subject to the terms of the Scheme (and shall be Scheme Shares for the purposes of the Scheme) and the holders of such shares shall be bound by the Scheme accordingly.

(C) Notwithstanding any other provision of these Articles and subject to the Scheme becoming effective, if any shares are issued or transferred out of treasury to any person (a "**New Member**") (other than under the Scheme or to OCS or its nominee(s)) at or after the Scheme Record Time (the "**Post-Scheme Shares**"), they shall be immediately transferred to OCS (or as it may direct) in consideration of the payment by or on behalf of OCS to the New Member of an amount in cash for each Post-Scheme Share equal to the cash consideration per Scheme Share payable pursuant to the Scheme.

(D) On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation) effected after the Scheme Effective Time, the value of the cash payment per share to be paid under paragraph (C) of this Article may be adjusted by the Directors in such manner as the auditors of the Company or an investment bank selected by the Company may determine to be appropriate to reflect such reorganisation or alteration. References in this Article to shares or Post-Scheme Shares shall, following such adjustment, be construed accordingly.

(E) To give effect to any transfer of Post-Scheme Shares, the Company may appoint any person as attorney and/or agent for the New Member to transfer the Post-Scheme Shares to OCS and/or its nominee(s) and do all such other things and execute and deliver all such documents (whether as a deed or otherwise) as may in the opinion of the attorney and/or agent be necessary or desirable to vest the Post-Scheme Shares in OCS or its nominee(s) and pending such vesting to exercise all such rights attaching to the Post-Scheme Shares as OCS may direct. If an attorney and/or agent is so appointed, the New Member shall not thereafter (except to the extent that the attorney and/or agent fails to act in accordance with the directions of OCS) be entitled to exercise any rights attaching to the Post-Scheme Shares unless so agreed by OCS. The attorney and/or agent shall be empowered to execute and deliver as transferor a form or forms of transfer or other instrument(s) or instruction(s) of transfer (whether as a deed or otherwise) on behalf of the New Member in favour of OCS and/or its nominee(s) and the Company may give a good receipt for the consideration for the Post-Scheme Shares and may register OCS and/or its nominee(s) as holder of the Post-Scheme Shares and issue to it certificates for them. The Company shall not be obliged to issue a certificate to the New Member for the Post-Scheme Shares. OCS shall send a cheque in sterling drawn on a UK clearing bank in favour of the New Member for the consideration for such Post-Scheme Shares.

(F) Notwithstanding any other provision of these Articles, neither the Company nor the directors shall register the transfer of any Scheme Shares between the Scheme Record Time and the Scheme Effective Time.".

By order of the Board

13 August 2026

Peter Dickinson
Company Secretary
Registered Office
35 Duchess Road, Rutherglen, Glasgow G73 1AU

NOTES

The following notes explain your general rights as a Mitie Shareholder and your right to attend and vote at the General Meeting or to appoint someone else to vote on your behalf. The General Meeting is being held as a physical meeting. The nature of business of the General Meeting is to consider and, if thought fit, pass the Special Resolution.

1. Special Resolution

In order for the Special Resolution above to be passed, not less than 75 per cent. of the votes cast by those entitled to vote must be in favour.

2. Attendance at the Meeting

Any changes to the arrangements for the General Meeting will be communicated to Mitie Shareholders beforehand, through Mitie's website at www.mitie.com by announcement through a Regulatory Information Service.

3. Entitlement to attend and vote

Pursuant to Regulation 41(1) of the Uncertificated Securities Regulations 2001 (as amended), the Company has specified that only those members registered on the register of members of the Company at 6:30 p.m. on 14 September 2026 (the "**Voting Record Time**") (or, if the meeting is adjourned to a time more than 48 hours after the Voting Record Time, by 6:30 p.m. on the day which is two working days prior to the time of the adjourned meeting) shall be entitled to attend and vote (either in person or via proxy) at the General Meeting in respect of the number of Mitie Shares registered in their name at that time. If the General Meeting is adjourned to a time not more than 48 hours after the Voting Record Time, that time will also apply for the purpose of determining the entitlement of members to attend and vote (and for the purposes of determining the number of votes they may cast) at the adjourned meeting. Changes to the register of members after the relevant deadline shall be disregarded in determining the rights of any person to attend and vote at the meeting.

4. Appointment of proxies

Mitie Shareholders are strongly encouraged to submit proxy appointments and instructions for the General Meeting as soon as possible, using any of the methods (by post, online or electronically) set out below. Mitie Shareholders are also strongly encouraged to appoint the Chair of the meeting as their proxy.

A member entitled to attend and vote at the meeting may appoint one or more proxies to exercise all or any of the member's rights to attend, submit written questions and to vote on a poll instead of him or her. A proxy need not be a member of the Company but must attend the meeting for the member's vote to be counted. Mitie Shareholders are entitled to appoint a proxy in respect of some or all of their Mitie Shares and may also appoint more than one proxy, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder. Mitie Shareholders who wish to appoint more than one proxy in respect of their holding of Mitie Shares should contact the Company's Registrar, MUFG Corporate Markets, using the number provided in this Notice, for further Forms of Proxy or photocopy the Forms of Proxy as required.

A space has been included in the WHITE Form of Proxy to allow Mitie Shareholders to specify the number of Mitie Shares in respect of which that proxy is appointed. Mitie Shareholders who return the WHITE Form of Proxy duly executed but leave this space blank will be deemed to have appointed the proxy in respect of all their Mitie Shares. The completion and return of the WHITE Form of Proxy by post (or transmission of a proxy appointment or voting instruction electronically, online, or through CREST, Proxymity or by any other procedure described in this document) will not prevent you from attending, submitting written questions and voting at the General Meeting, if you are entitled to and wish to do so. Unless otherwise indicated on the Form of Proxy, CREST, Proxymity or any other electronic voting instruction, the proxy will vote as they think fit or, at their discretion, withhold from voting.

(a) **Sending the WHITE Form of Proxy by post**

A WHITE Form of Proxy, for use in connection with the General Meeting, is enclosed with this Notice or will be sent in a separate mailing to those Mitie Shareholders who have elected or are deemed to have elected to receive documents and notices from the Company via the Company's website. Instructions for their use are set out on the form. It is requested that the WHITE Form of Proxy (together with any power of attorney or other authority, if any, under which it is signed, or a duly certified copy thereof) be returned to the Company's Registrar, MUFG Corporate Markets, either by post to Central Square, 29 Wellington Street, Leeds, LS1 4DL, so as to be received as soon as possible and in any event not later than 11:45 a.m. on 14 September 2026 (or, in the case of an adjournment of the General Meeting, 48 hours (excluding any part of a day that is not a working day) before the time appointed for the adjourned meeting). If the WHITE Form of Proxy for the General Meeting is not lodged by the relevant time, it will be invalid.

(b) **Online appointment of proxies**

As an alternative to completing and returning the printed WHITE Form of Proxy, proxies may be appointed electronically by logging on to www.mitie-shares.com and following the instructions therein. A Mitie Shareholder will need their Investor Code (IVC) printed on their WHITE Form of Proxy to register. Full details of the procedures are given on the website.

For an electronic proxy appointment to be valid, the appointment must be received by MUFG Corporate Markets, the Company's Registrar, not later than 48 hours (excluding any part of a day that is not a working day) before the time fixed for the General Meeting or any adjournment thereof. Full details of the procedure to be followed to appoint a proxy electronically are given on the website. Please note that any electronic communication sent to the Company or MUFG Corporate Markets that is found to contain a computer virus will not be accepted. The use of the internet service in connection with the Acquisition is governed by MUFG Corporate Markets' conditions of use set out on www.mitie-shares.com and may be read by logging on to that site.

(c) **Electronic appointment of proxies through CREST**

If you hold Mitie Shares in uncertificated form through CREST and wish to appoint a proxy or proxies for the General Meeting (or any adjourned General Meeting) by using the CREST electronic proxy appointment service, you may do so by using the procedures described in the CREST Manual (available at www.euroclear.com). CREST personal members or other CREST sponsored members, and those CREST members who have appointed any voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a "**CREST Proxy Instruction**") must be properly authenticated in accordance with Euroclear UK & International Limited's ("**Euroclear**") specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instruction given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by MUFG Corporate Markets (ID RA10) by not later than 48 hours (excluding any part of a day that is not a working day) before the time fixed for the General Meeting or any adjournment thereof. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which MUFG Corporate Markets is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time, any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in regulation 35(5)(a) of the Uncertificated Securities Regulations 2001. CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear UK & International Limited does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s), to procure that his or her CREST sponsor or voting service provider(s) take(s)) such action as is necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

(d) **Electronic appointment of proxies through Proxymity**

If you are an institutional investor, you may be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by the Company and approved by MUFG Corporate Markets. For further information regarding Proxymity, please go to www.proxymity.io. Your proxy must be lodged by no later than 48 hours (excluding any part of a day that is not a working day) before the time fixed for the General Meeting or any adjournment thereof in order to be considered valid. Before you can appoint a proxy via this process you will need to have agreed to Proxymity's associated terms and conditions. It is important that you read these carefully as you will be bound by them, and they will govern the electronic appointment of your proxy. An electronic proxy appointment via the Proxymity platform may be revoked completely by sending an authenticated message via the platform instructing the removal of your proxy vote.

5. Appointment of a proxy by joint holders

In the case of joint holders, where more than one of the joint holders purports to appoint one or more proxies, only the purported appointment submitted by the most senior holder will be accepted. Seniority will be determined by the order in which the names of the joint holders stand in the Company's register of members in respect of the joint holding.

6. **Corporate representatives**

Any corporation which is a Mitie Shareholder can appoint one or more corporate representatives who may exercise on its behalf all of its powers, provided that if two or more representatives purport to vote in respect of the same Mitie Shares:

(a) if they purport to exercise the power in the same way as each other, the power is treated as exercised in that way; and

(b) in other cases, the power is treated as not exercised.

7. **Votes to be taken by a poll and results**

At the General Meeting voting on the Special Resolution will be by poll. The results of the polls will be announced through a Regulatory Information Service and published on the Company's website as soon as reasonably practicable following the conclusion of the General Meeting. The "Withheld" option on the WHITE Form of Proxy is provided to enable Mitie Shareholders to abstain from voting on the Special Resolution. However, a vote withheld is not a vote in law and will not be counted in the calculation of proportion of votes "For" and "Against" the Special Resolution.

8. **Nominated persons**

Any person to whom this notice is sent who is a person nominated under section 146 of the Companies Act 2006 to enjoy information rights (a "**Nominated Person**") may, under an agreement between him/her and the Mitie Shareholder by whom he/she was nominated, have a right to be appointed (or to have someone else appointed) as a proxy for the General Meeting. If a Nominated Person has no such proxy appointment right or does not wish to exercise it, he/she may, under any such agreement, have a right to give instructions to the Mitie Shareholder as to the exercise of voting rights.

The statement of the rights of Mitie Shareholders in relation to the appointment of proxies in paragraph 4 above does not apply to Nominated Persons. The rights described in that paragraph can only be exercised by Mitie Shareholders.

9. **Website providing information regarding the General Meeting**

Information regarding the General Meeting, including information required by section 311A of the Companies Act 2006, and a copy of this Notice may be found on Mitie's website at www.mitie.com.

10. **Issued share capital and total voting rights**

As at 12 August 2026 (being the latest practicable date prior to the publication of this Notice) (the "**Latest Practicable Date**") the Company's issued share capital consisted of 1,301,480,755 ordinary shares of 2.5 pence each (excluding any shares held in treasury). The Company holds 629,739 Mitie Shares in treasury. The total number of Mitie Shares with full voting rights as at the Latest Practicable Date was therefore 1,301,480,755.

11. **Further questions and communication**

Under section 319A of the Companies Act 2006, any Mitie Shareholder attending the General Meeting has the right to ask questions. Mitie Shareholders will be permitted to ask questions to the Mitie Directors during the course of the General Meeting. The Chair of the General Meeting will ensure that all such questions relating to the formal business of the General Meeting are addressed during the General Meeting, unless no response is required to be provided under the Companies Act 2006 or the provision of a response would, at the Chair’s discretion, otherwise be undesirable in the interests of the Company or the good order of the General Meeting. Any electronic communications, including the lodgement of any electronic proxy form, received by the Company, or its agents, that is found to contain any virus will not be accepted.

12. Helpline

Mitie Shareholders who have any queries about the General Meeting should contact the Shareholder Helpline operated by MUFG Corporate Markets, the Company’s Registrar, between 9.00 a.m. and 5.30 p.m. Monday to Friday (excluding public holidays in the United Kingdom) on 0371 664 0321 (if calling from within the UK) or on +44 371 664 0321 (if calling from outside the UK). Calls from outside the UK will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones. If calling from outside the UK, please ensure that the country code is used. Please note that calls may be monitored or recorded and MUFG Corporate Markets cannot provide advice on the merits of the Acquisition or give any financial, legal or tax advice.

APPENDIX
OPINION FROM EMPLOYEE REPRESENTATIVES

Unite House
128 Theobald's Road
Holborn
London
WC1X 8TN

Tel. 020 7611 2500
Fax: 020 7611 2555

General Secretary
Sharon Graham

By email and by post

7th August 2026

Mr Peter Dickinson,
Chief Legal Officer & Company Secretary,
Mitie Group Plc,
Level 12, The Shard,
32 London Bridge Street,
London,
SE1 9SG.

peter.dickinson@mitie.com

Dear Mr Dickinson,

Re: Unite the Union — Opinion on the proposed acquisition of Mitie Group plc by OCS

Opinion of the employee representatives under Rule 25.9 of the City Code on Takeovers and Mergers

Unite the Union has considered the recommended cash acquisition of Mitie Group plc by OCS Group, announced under Rule 2.7 of the Takeover Code on 21 July 2026, on the basis of publicly available information. Unite has been advised by Syndex. Unite represents members across Mitie's UK&I operations but also across OCS operations.

Unite approaches changes in ownership with a balanced perspective. Acquisitions can, where they are aligned with a long-term industrial strategy, support stability, scale and investment. Nevertheless at this stage Unite does not support the transaction. Its view is conditional and will be revisited in the light of the commitments the parties would be prepared to give and the responses received to the questions set out below.

Unite notes at the outset that the proposed sale does not arise from financial distress at Mitie. Mitie was on a clear growth and profitability improvement journey . This is therefore a change of ownership at a point of relative strength, rather than a rescue, and Unite considers that the workforce which delivered that performance is entitled to a share of the value being created.
Unite recognises the industrial logic of the combination. Bringing together the two largest facilities management providers in the United Kingdom would create a UK-headquartered group with combined revenues in the region of £8.5bn and over 200,000 colleagues worldwide, with greater sector breadth, wider geographic reach

and a stronger platform for investment in technology, training and apprenticeships. In a sector characterised by thin margins, aggressive competitive tendering and a persistent squeeze on labour costs, greater scale is not in itself a bad thing for workers, provided the benefits of that scale are shared. Unite also acknowledges that OCS and Mitie are, in the main, complementary rather than directly duplicative in their contract base, and that the transaction keeps a major national employer under a British-headquartered structure.

Unite nevertheless notes that no quantified synergy figure has been published. The overlap between the two businesses in procurement, property, back-office systems and central functions is substantial and Unite considers it likely that the synergy potential is significant. Mitie's own recent integration of Marlowe provides a useful indication of where such savings are typically found: the largest single component was the elimination of duplicate corporate, head office, administrative and support functions, followed by operational effectiveness, procurement and property rationalisation. Unite's position is straightforward. Savings achieved through procurement leverage, property rationalisation and systems consolidation are legitimate and can strengthen the business. Savings achieved by reducing frontline hours, degrading service quality, or eroding terms and conditions are not, and would be resisted. Unite expects a defined share of the value created to be reinvested in pay, employee benefits, training and progression for frontline colleagues.

Unite's most significant concern relates to the level of debt being placed on the enlarged group. The financing arrangements published alongside the announcement provide for facilities of up to £4.0bn. That implies opening leverage well above the level at which Mitie was operating on 31 March 2026. Financial costs is a first call on the enlarged group's cash flow. It structurally increases the pressure for cost reduction, it competes directly with investment in pay, training, equipment and technology, and it reduces the group's capacity to absorb a downturn in trading, a loss of a major contract, or a less favourable refinancing market. Unite is not opposed to the use of debt in itself, but the scale of the leverage proposed is, in Unite's view, the single greatest risk to employment in this transaction, and it is a risk that should not be borne by the workforce. The investment case advanced in support of the Acquisition and the financing structure through which it is to be funded are in tension with one another, and that tension has not been addressed. The same cash flows cannot simultaneously service a materially increased interest burden, fund the deleveraging path which a structure of this kind requires, absorb the cost of integration, and deliver the additional investment in technology, training, apprenticeships and equipment on which the strategic case for the combination rests.

Unite therefore regards the investment narrative as unproven for so long as it remains unaccompanied by a quantified, funded and time-bound commitment capable of being monitored. Unite invites OCS to publish the range of annual investment it intends to make in the Mitie business and the deleveraging path against which that investment is to be delivered, so that colleagues and their representatives can judge for themselves whether the two are compatible. Until that is done, the commitment to invest in the workforce is an aspiration, while the obligation to pay interest is a contract.

Unite's concern is not confined to employment. Mitie is a provider of services which are critical to the functioning of the British state and to the security of the public: the central government and defence estate, the justice and custodial estate, healthcare facilities, transport infrastructure and other assets falling within sectors identified under the National Security and Investment Act 2021. The financial resilience of the entity delivering those services is itself a matter of public and national interest, and the long-term sustainability of the Enlarged Group cannot be treated as a secondary consideration in a sector which has in the recent past experienced the failure of major contractors. The administration of Interserve and other was not failures of frontline delivery by the workforce. They were failures of balance sheets which had been stretched in the pursuit of scale, and their cost fell on employees, on pension scheme members, on subcontractors and ultimately on the taxpayer.

Unite does not suggest that such an outcome is in prospect here. Unite does say that the lesson of that period is that leverage in this sector is a public interest question and not merely a commercial one, and that it is a question properly asked before a transaction completes rather than after it. Unite is accordingly contemplating representations to Government, and specifically to the Investment Security Unit and the Secretary of State, in relation to the Acquisition under the National Security and Investment Act 2021, and reserves its position in that respect pending the responses it receives to this opinion.

On employment, Unite welcomes OCS's confirmation that the existing contractual and statutory employment rights of Mitie employees, including terms and conditions and accrued pension entitlements, will be safeguarded and continuous service recognised, and its statement that it does not intend to make any material change to the number of frontline operational employees.

Unite has met management and has received assurances as to the prospects for frontline colleagues, which it acknowledges. Unite is, however, concerned about the position of colleagues in central, corporate, administrative and support functions, where OCS expects reductions both from the loss of Mitie's listed company functions and from the removal of overlap across the enlarged group, and about the stated intention to consolidate sites where there is geographic overlap.

These reductions are described as immaterial in the context of the enlarged Group, but they are not quantified and "immaterial" at group level can mean the closure of a whole function in a particular location. Unite is seeking quantification, early consultation, and a commitment to no compulsory redundancies across Mitie as a result of the OCS take over. We believe that any job reductions must be managed through redeployment, retraining and on a voluntary basis.

Unite draws attention to the status of these statements. The announcement expressly records that nothing in the section dealing with employees, pensions and locations constitutes a post-offer undertaking for the purposes of Rule 19.5 of the Code. The statements are therefore intentions falling under Rule 19.6, which OCS would be expected to honour for twelve months following completion, rather than undertakings which the Panel formally supervises and which can be made subject to a defined term, reporting obligations and, where appropriate, an independent supervisor. The timing matters: the Post-Completion Review is expected to be substantially completed within twelve months of completion, which is precisely the point at which the Rule 19.6 period expires. Unite therefore asks that the key employment intentions be converted into formal post-offer undertakings under Rule 19.5.

Unite notes in this context that CD&R, the owner of OCS, has recently demonstrated that it is willing and able to give commitments of this kind. In connection with its acquisition of Opella from Sanofi, CD&R agreed a package of guarantees with the French State covering the protection of jobs in France, reportedly backed by financial penalties for each position lost, the retention of the headquarters and research activities in France, an undertaking not to close French manufacturing sites, and a defined programme of investment over five years, with the French State taking a shareholding to monitor compliance. It is not lost on Unite that the financing documentation for the OCS/Mitie transaction takes the Opella facilities as its precedent. The same sponsor, applying the same financing playbook, should be prepared to extend the same standard of social commitment to a workforce of comparable importance in the United Kingdom and Ireland. The commitment letter published in connection with the Acquisition defines the senior facilities agreement entered into by Opal Bidco SAS on 23 April 2025 in relation to the Opella group as the “Opella Precedent”, and the indenture of 14 April 2025 providing for the issue of senior secured notes by the same entity as the “Opella Indenture”. The lenders and the sponsor have already settled the principle that this transaction is to be measured against the Opella transaction.

Unite’s request is that the same principle be applied to the workforce. If the financing terms are to be no less favourable than those obtained in the Opella transaction, the commitments given in respect of employment, job protection, sites and investment should equally be no less favourable than those given in that transaction. Unite can see no principled basis on which the standard should travel in one direction and not the other.

Unite attaches importance to transparent and ongoing engagement and has sought meetings with Mitie both OCS and CD&R. A meeting with Mitie and OCS has taken place, they were constructive. Unite regrets, however, that CD&R has not accepted its invitation to meet. CD&R is the owner of OCS and would be the ultimate owner of the Enlarged Group. It is the party which determines the capital structure, sets the return requirements and appoints the board, and the decisions which matter most to this workforce — the level of debt, the pace of integration, the treatment of costs — will be taken at that level rather than below it. A sponsor which, in another jurisdiction and in the recent past, negotiated directly with a national government and with employee representatives over the terms of a comparable acquisition is plainly capable of engaging with the recognised trade union of a workforce of this size. Its unwillingness to do so at this stage is disappointing and, in Unite’s view, sits uneasily with the assurances given about the value placed on Mitie’s colleagues. Unite invites CD&R to reconsider, and its request remains open.
Unite regards the meeting with OCS as an important opportunity to understand the governance and decision-making of the enlarged group, to establish a constructive relationship early in the ownership period, and to seek the following:

- Recognition of Unite and of existing collective bargaining, consultation and facility arrangements across the enlarged group, with no derecognition and no fragmentation of bargaining units as a result of integration and right for enhanced consultation aligned with the Employment Rights Act 2025.
- A commitment that there will be no compulsory redundancies arising directly from the acquisition
- Maintenance of existing terms and conditions, including pay arrangements, pensions, sick pay and recognition of continuous service, and continuation of Mitie’s Real Living Wage commitment.

- Confirmation that no client contract will be retendered or restructured in a manner designed to reduce established staffing levels, pay, hours or collectively agreed terms solely to finance acquisition costs.
- Quantification of the expected reductions in support and central functions and of the proposed site consolidation, with meaningful consultation before decisions are taken, and priority given to redeployment and retraining.
- Trade union involvement in the Post-Completion Review, including on the integration timetable, the future operating model , including outsourcing, and the brand and systems decisions which affect employment.
- Confirmation of the funding position of the pension schemes and of continued compliance with existing funding arrangements, together with early engagement with trustees.
- Clarity on the level and cost of the acquisition debt, on the intended deleveraging path, and on how the group will protect investment in pay, training and equipment while servicing it.
- Confirmation that the Enlarged Group will maintain the capability, resourcing and financial resilience required for the delivery of critical public sector, defence and national infrastructure contracts, and that the servicing of acquisition debt will not be permitted to displace investment in those contracts.
- Consultation on any remedies which may be required by the Competition and Markets Authority or other regulators, given that remedies in the form of disposals would have direct consequences for employment.
- That the above be given as post-offer undertakings under Rule 19.5 of the Code, rather than as statements of intention.

In conclusion, Unite recognises the strategic rationale for the combination and the opportunity it presents to build a stronger British facilities management group, and acknowledges the assurances given in respect of frontline colleagues and existing employment rights, nevertheless, in the absence of clear commitments Unite's opinion is negative given the potential impact on employment and terms and conditions. The level of debt being placed on the business, the absence of quantification around support function and site reductions, and the fact that the employment commitments given to date are statements of intention rather than binding undertakings, mean that Unite's position cannot be supportive.

Unite seeks a detailed response from OCS and from Mitie to the matters raised in this opinion.

Yours sincerely,

Colenzo Jarrett-Thorpe
National Officer – Service Industries

Cc Diana Gardiner, Senior ER/IR, People Services, Mitie Plc
Oliver Loach, People Director, Mitie Plc
Stephane Portet, Syndex UK & Ireland