

This letter is important and requires your immediate attention. Please read everything in this letter and the appendices carefully.

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

Marlowe PLC

20 Grosvenor Place

London, England

SW1X 7HN

Mitie Treasury Management Limited

Level 12 The Shard, 32 London Bridge Street

London, England

SE1 9SG

To: Holders of Awards (**Award Holders**) under the Marlowe Incentive Plan (the **Plan**).

23 June 2025

Dear Award Holder,

RECOMMENDED CASH AND SHARE ACQUISITION OF MARLOWE PLC BY MITIE GROUP PLC

Introduction

As you know, the boards of Mitie Group plc (**Mitie**) and Marlowe PLC (**Marlowe**) announced on 5 June 2025 that they had reached agreement on the terms and conditions of a recommended cash and share offer to be made by Mitie Treasury Management Limited (**Bidco**), a wholly owned subsidiary of Mitie, to acquire the entire issued and to be issued ordinary share capital of Marlowe (the **Acquisition**).

The purpose of this letter is to explain the consequences of the Acquisition on the awards you hold under the Plan (the **Awards**).

The Acquisition

The Acquisition is intended to be effected by a scheme of arrangement (the **Scheme**). To become effective, the Scheme must be approved by the Marlowe Shareholders and sanctioned by the Court (the **Court Sanction**) on a date referred to in this letter as the **Court Sanction Date**. See Q&A 1 in Appendix 1 for further information about the Scheme.

The terms of the Acquisition are set out in full in the Scheme Document sent to Marlowe Shareholders on 23 June 2025 (a copy of which is available on the Marlowe website at <https://www.marloweplc.com/investors/mitie-group-plc-recommended-cash-and-share-offer-for->

marlowe-plc/) (the **Scheme Document**). This letter should be read with the Scheme Document. Unless otherwise defined in this letter, capitalised terms shall have the meanings given to them in the Scheme Document.

In summary, under the terms of the Acquisition, if the Scheme becomes effective, Marlowe Shareholders will be entitled to receive the following:

for each Marlowe Share

1.1 New Mitie Shares

and

290 pence in cash (the **Cash Consideration**),

(together, the **Consideration**).

Summary of the impact of the Acquisition on your Awards

On the Court Sanction Date all outstanding Awards will vest in full and become exercisable. Upon exercising your Award, you will become a Marlowe Shareholder. If you have exercised your Award and become a Marlowe Shareholder prior to the Scheme Record Time, along with all other shareholders, your shares will be acquired by Bidco under the Scheme (the **Scheme Shares**).

If you exercise your Award effective after the Effective Date (but before it lapses), you will still receive Marlowe Shares, although these shares will not form part of the Scheme. You should note, however, that a resolution is proposed at the General Meeting to amend Marlowe's articles of association. As a result of that amendment, any Marlowe Shares issued or transferred from treasury on the exercise of Awards after the Scheme Record Time will be automatically transferred to Bidco for the same consideration as you would have received had you participated in the Scheme (or cash of equivalent value, with reference to the value of New Mitie Shares at the time your Marlowe Shares are issued or transferred to you). More information can be found in the Scheme Document.

All outstanding Awards will lapse, at the latest, six months following the Court Sanction Date. If you do not exercise your Award before it lapses, you will receive no value in respect of it.

If the Acquisition does not happen for any reason, your Award will continue as normal under the Plan.

Mix and Match Facility

Eligible Marlowe Shareholders may make an election under a Mix and Match Facility, pursuant to which they will be able to elect to vary the proportions of New Mitie Shares or Cash Consideration they wish to receive in respect of their holdings of Scheme Shares (the **Mix and Match Consideration**).

If you exercise your Awards conditional on Court Sanction, you will receive the Consideration unless you elect to receive the Mix and Match Consideration.

See Q&A 6 – 10 in Appendix 1 for further information about the Mix and Match Facility.

Q&As and Tax summary

Appendix 1 to this letter contains some Q&As which explain the impact of the Acquisition on your Awards in more detail, including in relation to the sale of the resulting Marlowe Shares.

Appendix 2 to this letter sets out a summary of the UK tax consequences of the exercise of your Award and selling the resulting Marlowe Shares in the context of the Acquisition.

Proposal and recommendation

It is proposed that Award Holders should exercise their Awards before they lapse in order to receive value for them (the **Proposal**). The Marlowe Directors recommend that Award Holders should exercise their Awards conditional on Court Sanction occurring.

Action required

You will need to take action in response to this letter if you want to exercise your Award conditional on Court Sanction and acquire Marlowe Shares, which will then be acquired by Bidco under the Scheme. Also, if you wish to make an election under the Mix and Match Facility you will need to elect to do so.

To exercise your Awards conditional on Court Sanction, you must complete the enclosed form of election appended to this letter at Appendix 3 (the **Form of Election**) as soon as possible and in any event no later than 12:00 BST on 18 July 2025.

See Q&A 1 – 3 and 6 – 10 in Appendix 1 for further details.

If you want to exercise your Awards after the Effective Date but before they lapse, you will also need to take action by contacting Chris Bone via email at Chris.Bone@marloweplc.com.

Marlowe Directors' statement

The Marlowe Directors, who have been so advised by Cavendish Capital Markets Limited (**Cavendish**), consider the Proposal described in this letter and the appendices to be fair and reasonable. In providing advice as to the financial terms of the proposal to the Marlowe Directors, Cavendish has taken into account the commercial assessments of the Marlowe Directors.

Questions

To the extent that you have questions in relation to the content of this letter, please contact Chris Bone via email at Chris.Bone@marloweplc.com. Please note that we will not be able to give you any investment, financial or tax advice. If you are in any doubt as to the action you should take, you are recommended to seek your own personal financial advice immediately.

Yours faithfully



Chris Bone
for and on behalf of Marlowe PLC



Peter Dickinson
for and on behalf of Mitie Treasury
Management Limited

APPENDIX 1

Q&A

1. What's happening?

As noted at the start of this letter, the boards of Marlowe and Mitie have reached an agreement in relation to the Acquisition. The Acquisition is intended to be effected via the Scheme.

If the Scheme becomes effective, each Marlowe Shareholder will receive the Consideration for each Marlowe Share they hold unless they elect to use the Mix and Match Facility.

The timing of the Acquisition will depend on a number of factors, including approval by the Marlowe Shareholders. Subject to certain conditions relating to the Acquisition being satisfied, it is currently expected that the date on which the Acquisition will complete (the **Effective Date**) will take place on or around 4 August 2025. From the Effective Date Marlowe will be fully owned by Bidco.

2. How does the Scheme affect my Award?

As a consequence of the Acquisition, all outstanding Awards under the Plan will automatically vest. To the extent that your Award vests as a consequence of the Acquisition, you will be able to exercise your Award and become a Marlowe Shareholder. If you exercise your Award conditional on Court Sanction you will be a Marlowe Shareholder at the Scheme Record Time and, along with all other shareholders, your Marlowe Shares will be acquired by Bidco under the Scheme for the Consideration (unless you use the Mix and Match Facility – see below).

3. To what extent and when will my Award vest?

The Marlowe Remuneration Committee has decided, in its discretion, that all outstanding Awards will vest in full on Court Sanction Date. This will happen a short time before the Effective Date.

The vesting of Awards is governed by the Plan and the terms on which Awards have been made. Where relevant, the Remuneration Committee has exercised its discretion in order to permit all Awards to vest in full.

4. What do I have to do to acquire the Marlowe Shares?

You will need to complete and return the Form of Election provided at Appendix 3 to exercise your Award conditional on Court Sanction and acquire the Marlowe Shares subject to your vested Award prior to the Scheme Record Time. Following this, the relevant number of Marlowe Shares will be issued or transferred to you immediately following the Court Sanction Date and before the Scheme Record Time and then sold to Bidco as part of the Acquisition for the Consideration (unless you use the Mix and Match Facility – see below).

If you want to exercise your Awards after the Effective Date but before they lapse, you will also need to take action by contacting Chris Bone via email at Chris.Bone@marloweplc.com before your Awards lapse.

5. Do I have to pay anything in order to acquire Marlowe Shares subject to my vested Award?

No. Your Award is a nil-cost option, meaning you are not required to pay anything to acquire the Marlowe Shares.

6. What is the Mix and Match Facility?

The Mix and Match Facility allows eligible Marlowe Shareholders to elect to vary the proportions in which they receive the consideration for their Marlowe Shares—specifically, to choose a different mix of cash and New Mitie Shares than the standard Consideration. This facility is designed to provide flexibility to Marlowe Shareholders.

Through the Mix and Match Facility, eligible Marlowe Shareholders can elect to receive:

- (a) **More Cash:** Surrender all or part of their entitlement to New Mitie Shares in exchange for additional cash (at a specified More Cash Exchange Rate).
- (b) **More Shares:** Surrender all or part of their cash entitlement in exchange for additional New Mitie Shares (at a specified More Shares Exchange Rate).

The facility operates on a balancing basis. The ability of Bidco to satisfy elections for More Cash or More Shares depends on other shareholders making equal and opposite elections. For example, if some shareholders elect for More Cash, there must be sufficient elections from others for More Shares, and vice versa.

The total number of New Mitie Shares to be issued and the total amount of cash to be paid under the Acquisition will not change as a result of the Mix and Match Facility. The Mix and Match Facility allows for a reallocation of the fixed pool of shares and cash among shareholders, according to their elections.

If there are not enough offsetting elections to satisfy all requests in full, elections will be scaled down on a pro rata basis. This means, if you use the Mix and Match Facility, you may not receive the full amount of cash or shares you elect for, but may receive the standard Offer Consideration for the balance.

Because satisfaction of elections depends on the overall pattern of shareholder choices, you will not know the exact amount of cash or number of shares you will receive until settlement. You will be notified after the Scheme becomes effective as to the extent to which your elections have been satisfied.

Note that if you choose to exercise your Award with effect from after the Scheme Record Time, the Mix and Match Facility is not relevant to you.

7. Should I use the Mix and Match Facility?

You should consider your own personal circumstances when deciding whether to make an election under the Mix and Match Facility. You are strongly recommended to seek your own independent financial, tax and legal advice in light of your own particular circumstances and investment objectives before deciding whether and how to make an election under the Mix and Match Facility. Any decision should also be based on a full consideration of the Scheme Document and other relevant information.

8. How do I know if I am eligible to use the Mix and Match Facility?

If you have a registered address in the United Kingdom and are not otherwise notified as being restricted, you are likely eligible.

If you are resident, located, or have a registered address in a jurisdiction outside the United Kingdom, you should check whether your jurisdiction makes you an “Election Restricted Shareholder” under the Scheme Document. If so, you may be restricted from making an election under the Mix and Match Facility.

You should inform yourself about and observe any applicable legal or regulatory requirements in your jurisdiction. If you are unsure about your status, you are encouraged to consult your professional adviser in the relevant territory.

Note that if you choose to exercise your Award with effect from after the Scheme Record Time, the Mix and Match Facility is not relevant to you.

9. What if I am not eligible to use the Mix and Match Facility?

If you are not eligible, you will automatically receive the standard Consideration and cannot vary the Cash Consideration and New Mitie Shares.

10. How do I elect to use the Mix and Match Facility?

If you wish to elect to use the Mix and Match Facility, further details on how and when you can make a Mix and Match Election are set out in Part VI of the Scheme Document.

11. If I exercise conditional on Court Sanction, when will I receive the Consideration relating to the sale of Marlowe Shares acquired under the Award?

You will receive the Consideration or be notified as to the extent to which your elections have been satisfied and exact amount of Cash Consideration or number of New Mitie Shares you will receive after the Effective Date and as follows:

(a) Cash Consideration

Bidco will pay the Cash Consideration due in respect of such shares to Marlowe (or the relevant Marlowe Group employer) within 14 days of the Effective Date. Marlowe (or the relevant employer) will then pay the Cash Consideration to you through the next available payroll, subject to the deduction of any applicable taxes and employee social security contributions/levies (see Appendix 2).

(a) New Mitie Shares

The New Mitie Shares to which you are entitled will be issued as soon as practicable (but not later than 14 days after the Effective Date), either in certificated or uncertificated form. The method of delivery of these New Mitie Shares on to you will be determined by Marlowe and may depend on whether you hold shares in CREST or in certificated form. Note that, if necessary, New Mitie Shares may be sold on your behalf to fund applicable taxes and employee social security contributions/levies owed by you that must be withheld by Marlowe (or the relevant Marlowe Group employer) in connection with the exercise of your Award / acquisition of Marlowe Shares.

12. Can I choose to exercise my Award after the Acquisition has completed?

Yes. If you exercise your Award effective after the Effective Date (but before it lapses), you will still receive Marlowe Shares, although these shares will not form part of the Scheme.

You should note, however, that a resolution is proposed at the General Meeting to amend Marlowe's articles of association. As a result of that amendment, any Marlowe Shares issued or transferred from treasury on the exercise of Awards after the Scheme Record Time will be automatically transferred to Bidco for the same consideration as you would have received had you participated in the Scheme (or cash of equivalent value, with reference to the value of New Mitie Shares at the time your Marlowe Shares are issued or transferred to you). You will not be able to participate in the Mix and Match Facility. More information can be found in the Scheme Document.

13. What are the tax implications?

A summary of the potential UK tax liabilities arising on the exercise of your Award is set out in Appendix 2 (*UK Tax*).

14. Are my employment rights affected by anything in this letter?

No.

15. What if I leave the Marlowe Group prior to the Court Sanction Date?

The leaver provisions set out in the Plan will apply in the normal way. For the avoidance of doubt, under the Plan, unless a leaver exception applies, should you leave employment prior to the Court Sanction Date, any unvested Award under the Plan will lapse on your leaving date.

16. What if the Scheme is not approved by the Court?

If the Scheme is not approved by the Court, your Award will remain unaffected and will continue as before.

17. What if I participate in other Marlowe incentive plans?

If you participate in other Marlowe incentive plans, you will receive a separate letter (or letters) about your other awards. Please read those letters carefully as the treatment of any awards under those plans may be different from the treatment of your Award.

18. Who should I ask any questions I have in relation to the content of the letter and this Appendix?

To the extent that you have questions, please contact Chris Bone via email at Chris.Bone@marloweplc.com. Please note that we will not be able to give you any investment, financial or tax advice. If you are in any doubt as to the action you should take, you are recommended to seek your own personal financial advice immediately.

APPENDIX 2

UK TAX SUMMARY IN THE CONTEXT OF THE ACQUISITION

IF YOU ARE IN ANY DOUBT ABOUT YOUR TAX POSITION, OR IF YOU ARE SUBJECT TO TAXATION IN ANY JURISDICTION OTHER THAN THE UNITED KINGDOM, YOU SHOULD CONSULT AN APPROPRIATELY QUALIFIED INDEPENDENT PROFESSIONAL ADVISER.

This Appendix is intended as a general guide to the UK tax implications, if you are resident for tax purposes in the UK only (at all material times), if split-year treatment does not apply to you, and if you do not hold your Marlowe Shares as an investment (other than under a self-invested personal pension plan or individual savings account), of your Award being exercised on the Court Sanction Date and the resulting Marlowe Shares being acquired by Bidco pursuant to the Scheme. This Appendix is not a full description of all the circumstances in which a tax liability may arise.

This Appendix does not cover the tax treatment of any Marlowe Shares that you already hold as at the date of this letter or Marlowe Shares acquired other than by exercising your Award. To the extent that you hold any other Marlowe Shares which are being sold as part of the Acquisition, please refer to Part VII of the Scheme Document.

1. Income Tax and NICs

Income tax and employee's NICs will be chargeable on the exercise of your Award on the total market value of the Marlowe Shares you acquire, which is expected to be equal to the value of the Consideration payable under the Scheme for your Marlowe Shares. The income tax and employee NICs due on the exercise of your Award(s) (the **Tax Liability**) will be withheld and accounted for by Marlowe (or the relevant employing company) to HMRC (see below at 2).

If the total cash consideration you receive for your Marlowe Shares does not meet the total Tax Liability due on exercise of your Award, then a relevant number of New Mitie Shares will be sold on your behalf and the sale proceeds (net of sale costs) used to cover the shortfall.

2. Recovery of Income Tax and NICs through PAYE

Marlowe (or the relevant employing company) will deduct from the cash consideration (relating to the Marlowe Shares acquired on the exercise of your Award) payable to you, an amount equal to the Tax Liability due and account for the same to HMRC under the PAYE system.

You will then receive the net amount due to you through the Marlowe (or the relevant employing company) payroll.

3. CGT

The UK capital gains tax (**CGT**) implications of the Scheme in relation to Marlowe Shares acquired on the exercise of your Award are summarised below.

Cash consideration

To the extent that you receive cash consideration, either solely or in addition to New Mitie Shares, for the transfer of Marlowe Shares under the Scheme of Arrangement, the transfer will (subject to the following paragraph) be treated as a disposal (in the case that you receive solely cash consideration) or part disposal for the purposes of CGT (in the case that you receive cash consideration in addition to New Mitie Shares). You may therefore be liable to

CGT to the extent that the cash consideration exceeds your base cost attributable to such Scheme Shares or, in the case of a part disposal, a prescribed fraction of that base cost. As you are expected to be subject to income tax by reference to the full market value of the Marlowe Shares you acquire on the exercise of your Award, and that taxable amount should be added to your base cost attributable to those Marlowe Shares, no CGT should arise to the extent that you do not hold any other Scheme Shares.

In the case of a part disposal, if the cash received is “small” in comparison with the value of your Scheme Shares, you may not be treated as having disposed of the part of your holding in Scheme Shares in respect of which the cash was received. Instead, the cash should be treated as a deduction from the base cost of your New Mitie Shares (unless the cash received exceeds such base cost, in which case this treatment would only be available upon you making an election and only to the extent it reduces the base cost to £0, with the balance being consideration for a taxable part disposal taxed as detailed in the preceding paragraph). Under current HMRC practice, any cash payment of £3,000 or less or (if greater) which is 5 per cent. or less of the market value of your holding of Scheme Shares immediately prior to the disposal should generally be treated as “small” for these purposes.

You should be aware, however, that there are share matching rules which could affect your CGT treatment if you are also selling Marlowe Shares acquired other than by exercising your Award.

Share consideration

Subject to the following paragraph (and to the paragraphs above where cash consideration is received in addition to New Mitie Shares), to the extent that you receive New Mitie Shares in exchange for your Marlowe Shares under the Scheme, you should not be treated as having made a disposal of Marlowe Shares for CGT purposes. Instead, the New Mitie Shares should be treated as the same asset, acquired at the same time and for the same consideration, as the relevant Marlowe Shares acquired by exercising your Award. Consequently, any gain or loss which would otherwise arise for CGT purposes is effectively “rolled over” into the New Mitie Shares acquired.

Under section 137 of the Taxation of Chargeable Gains Act 1992 (“**TCGA 1992**”), if you hold (alone or together with persons connected with you) more than 5 per cent of the shares in Marlowe this “roll-over” treatment is available only if the exchange of Marlowe Shares for New Mitie Shares is effected for bona fide commercial reasons and does not form part of a scheme or arrangements of which the main purpose, or one of the main purposes, is an avoidance of liability to CGT or corporation tax. You should be aware that an application has not been made, and is not expected to be made, to HMRC for clearance under section 138 of the TCGA 1992 to confirm that HMRC is satisfied that section 137 of the TCGA 1992 will not apply to prevent the treatment described in the preceding paragraph. If this applies to you, you will be treated as making a disposal for CGT purposes of your Marlowe Shares which are exchanged for New Mitie Shares.

4. Stamp duty and stamp duty reserve tax (“SDRT”)

No UK stamp duty or SDRT is payable by you on the:

- (a) transfer of Marlowe Shares to Bidco pursuant to the Scheme; or
- (b) issue of New Mitie Shares to you or on any subsequent disposal by you of the New Mitie Shares.

5. Accounting for Tax under Self-Assessment

Under the self-assessment regime, taxpayers are required to provide HMRC with all the information needed to calculate their taxable income (from all sources) and any chargeable gains. The calculation of tax may then be carried out either by the taxpayer or by HMRC. The time limit for filing a return online and paying your tax (if any) for the 2025/2026 tax year is 31 January 2027.

If your Award is exercised whilst you continue to be an employee or director of Marlowe (or another company within the Marlowe group), the entire Tax Liability due will be accounted for under PAYE directly to HMRC (and if this is the case you should not need to complete a tax return if not otherwise required). If your Award is exercised after you have ceased to be an employee or director of Marlowe or any other company within the Marlowe Group, then there may be some further income tax to pay under the self-assessment regime described above (and if this is the case you must complete a tax return).

If you are in any doubt as to your tax position or if you are subject to taxation in any jurisdiction other than the United Kingdom, you should consult an appropriate professional adviser without delay.

APPENDIX 3
FORM OF ELECTION

THE MARLOWE PLC INCENTIVE PLAN (the "AWARD") FORM OF ELECTION

The Scheme will impact any Award you hold.

Please read this information together with the letter from the Marlowe Plc and Mitie Group Plc dated 23 June 2025, to which this form is annexed (the "Letter") carefully.

IF YOU DO NOT EXERCISE YOUR AWARD BEFORE THEY LAPSE, YOU WILL RECEIVE NO VALUE FOR THEM.

This form of election is important and requires your immediate attention. It should be read with the Letter and the Scheme Document sent to Marlowe Shareholders on 23 June 2025 (a copy of which is available on the Marlowe website at <https://www.marloweplc.com/investors/mitie-group-plc-recommended-cash-and-share-offer-for-marlowe-plc/>) (the "**Scheme Document**"). Definitions used in the Letter and the Scheme Document apply in this form of election.

If you want to exercise your unexercised Award immediately following the Court Sanction Date and before the Scheme Record Time and acquire Marlowe Shares (which will be acquired by Bidco under the Scheme), sign and return this form to Chris Bone via email at Chris.Bone@marloweplc.com or by post at the address below, in either case to be received no later than **18 July 2025**.

If the Court does not approve the Scheme, your decision to exercise your Award will not be effective.

Each Marlowe Share you receive on exercise of your Award, which you continue to hold at the Scheme Record Time, will be bought by Mitie Treasury Management Limited (**Bidco**) under the Scheme. You will receive the Consideration for each Marlowe Share less any income tax and employee National Insurance contributions or other levies that Marlowe is required to withhold.

Eligible Marlowe Shareholders may make an election under a Mix and Match Facility, pursuant to which they will be able to elect to vary the proportions of New Mitie Shares or Cash Consideration they wish to receive in respect of their holdings of Scheme Shares (the **Mix and Match Consideration**). If you wish to elect to use the Mix and Match Facility, further details on how and when you can make a Mix and Match Election are set out in Part VI of the Scheme Document.

You will receive the Consideration unless you elect to receive the Mix and Match Consideration.

To:
Chris Bone
Marlowe Plc
20 Grosvenor Place
London, England
SW1X 7HN

I hereby elect to exercise my unexercised Award, to the extent it has vested or will vest, conditional on the Court Sanction.

Signed and delivered as a deed	In the presence of the witness named below (the witness must be over 18 years of age and not your spouse/civil partner):
Name (in block capitals)	Witness signature
Date	Witness name
	Witness address

NOTE: IF YOU DO NOT EXERCISE YOUR AWARD EITHER ON OR AFTER THE COURT SANCTION DATE, ANY UNEXERCISED AWARD WILL LAPSE IN DUE COURSE AND YOU WILL RECEIVE NO VALUE FOR THEM.

TERMS AND CONDITIONS

By completing and submitting this form of election, you:

- confirm that you have read the Scheme Document and the Letter and that you have read, understood and agree to these Terms and Conditions;
- accept that the choice you have made on the form is subject to the terms and conditions in the Letter and the Scheme Document;
- irrevocably agree that you have chosen to exercise all of your Award, to the extent they vest, immediately following the Court Sanction;
- accept that your Award will be exercised conditional on Court Sanction but before the Scheme Record Time, and the Marlowe Shares you receive on exercise will be acquired by Bidco under the Scheme;
- understand that you will receive the Consideration (or, if elected, the amounts prescribed by the Mix and Match Facility) for each Marlowe Share you acquire pursuant to the exercise of your Award subject to the deduction of any income tax due and employee National Insurance contributions or other levies that Marlowe (or your relevant employer) is required to withhold;
- authorise Bidco, Marlowe and/or any Bidco or Marlowe group company to, if applicable, withhold from the Consideration and pay over to the relevant tax authority the amount of any income tax and/or employee National Insurance contributions (or other levies) due on the exercise of your Award to the extent Marlowe is required to withhold those amounts by making deductions from the cash due to you under the Scheme or selling on your behalf sufficient New Mitie Shares due to you under the Scheme;
- acknowledge that per the terms of the Scheme: Bidco will pay the cash due to you under the Scheme to Marlowe and/or your employing company, to be paid through payroll after Marlowe and/or your employing company have made any necessary deductions in respect of your Award and for income tax and employee National Insurance contributions or other levies;
- confirm that you are or will be entitled to provide instructions in respect of your Award and understand that if your Award have lapsed or lapse before the Court Sanction Date, this form will have no effect on your Award;
- appoint Marlowe or any director of Marlowe or any person nominated by them, as your agent to make any arrangements or do all acts or things and execute any documents as they consider necessary or desirable, in their absolute and unfettered discretion, to give effect to the choice you have made above and you hereby undertake to execute any further documents that may be required in connection with that choice and to confirm and ratify any such action properly or lawfully taken on your behalf by any agent appointed by or pursuant to your Award;
- acknowledge and accept that:
 - you will receive cash consideration in your payroll currency;
 - if the Court does not approve the Scheme, the completion of this form will have no effect;
 - none of Bidco, Mitie nor Marlowe will be responsible for any consequential loss in the event of the choice being incorrectly completed or where it has been unable to obtain clarification of your instructions;

- all correspondence, the Consideration (or, if elected, the amounts prescribed by the Mix and Match Facility), and any other item in connection with your Award or your Marlowe Shares will be sent to you at your own risk; and
- Marlowe will determine all questions as to form and validity, including the timing of receipt, of any choice in their absolute discretion and may accept a choice which is received after the specified time or which is not valid or complete in all respects; and
- confirm that no officer or employee of any of the Marlowe, Mitie or Bidco groups has given you any financial, legal, investment or personal tax advice.

These Terms and Conditions and any non-contractual obligations arising out of or in connection with these Terms and Conditions are subject to English law and the jurisdiction of the courts in England and Wales.

Notes

1. Receipt of documents will not be acknowledged. Documents sent to or by a participant in the Plan will be sent at the individual's own risk.
2. The contents of this letter shall be governed by and construed in accordance with English law.
3. A copy of the Plan is available for inspection at Marlowe Plc, 20 Grosvenor Place, London, England, SW1X 7HN, United Kingdom during usual business hours or upon request to Marlowe's Company Secretary at the same address.
4. Unless the context otherwise requires, words and expressions defined in the Scheme Document have the same meaning in this letter.
5. In the event of any differences between this letter and the Plan or the applicable legislation, the Plan or the applicable legislation (as appropriate) will prevail.
6. The Marlowe Directors, whose names are set out in paragraph 2.1 of Part XI of the Scheme Document, accept responsibility for the information contained in this letter (including expressions of opinion), other than information for which responsibility is taken by the Mitie Directors and Bidco Directors pursuant to paragraph 7 below. To the best of the knowledge and belief of the Marlowe Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
7. The Bidco Directors, whose names are set out in paragraph 2.2 of Part XI of the Scheme Document, and the Mitie Directors, whose names are set out in paragraph 2.3 of Part XI of the Scheme Document, accept responsibility for the information contained in this letter (including any expressions of opinion) relating to the New Mitie Shares, Bidco, the Wider Mitie Group, the Mitie Directors, the Bidco Directors and their respective close relatives and related trusts and other persons acting in concert with Bidco (as such term is defined in the Takeover Code). To the best of the knowledge and belief of the Bidco Directors and the Mitie Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
8. Cavendish Capital Markets Limited (**Cavendish**) which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting exclusively as financial adviser to Marlowe and no one else in connection with the Acquisition and will not be responsible to anyone other than Marlowe for providing the protections afforded to clients of Cavendish nor for providing advice in connection with the Acquisition or any matter referred to herein. Neither Cavendish nor any of its affiliates (nor 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 Cavendish in connection with this letter, any statement contained herein, the Acquisition or otherwise. No representation or warranty, express or implied, is made by Cavendish as to the contents of this letter.
9. Cavendish has given and not withdrawn its consent to the issue of this letter with the inclusion of the references to its name in the form and context in which it appears.

10. Accidental omission to despatch this letter to, or any failure to receive the same by, any person to whom the proposal is made or should be made, shall not invalidate the proposal in any way.
11. A copy of this letter, together with all information incorporated by reference into this letter, will be, available, free of charge, on Marlowe's website at <https://www.marloweplc.com/investors/mitie-group-plc-recommended-cash-and-share-offer-for-marlowe-plc/> and Mitie's website at <https://www.mitie.com/> by no later than 12.00 noon on the Business Day following the date of this letter. For the avoidance of doubt, the content of these websites is not incorporated into and does not form part of this letter (subject to any applicable restrictions relating to persons resident in Restricted Jurisdictions).
12. You may, subject to Rule 30.3 of the Takeover Code and applicable laws, request a hard copy of this letter and all documents incorporated by reference. A copy of any such documents or information incorporated by reference will not be sent to such persons unless requested, free of charge, by contacting Marlowe's Registrars, MUFG Corporate Markets, during business hours on 0371 664 0321 within the United Kingdom or on +44 (0) 371 664 0321 from overseas or by writing to shareholderenquiries@linkgroup.co.uk or MUFG Corporate Markets, Central Square, 29 Wellington Street, Leeds, LS1 4DL. Lines will be open between 9:00 a.m. to 5:30 p.m., Monday to Friday (excluding UK public holidays). Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Scheme nor give any financial, legal or tax advice.
13. For persons who receive a copy of this letter in electronic form or via a website notification, a hard copy of this letter will not be sent unless so requested. Such persons may also request that all future documents, announcements and information to be sent to them in relation to the Acquisition should be sent in hard copy form, again by contacting the Shareholder Helpline using the foregoing details.
14. The release, publication or distribution of this letter and any accompanying documents (in whole or in part), directly or indirectly, in or into or from jurisdictions other than the United Kingdom may be restricted by the laws or regulations of those jurisdictions and therefore persons into whose possession this letter and any accompanying documents come should inform themselves about, and observe, any such restrictions. Failure to comply with any such restrictions may constitute a violation of the securities laws or regulations of any such jurisdiction.