

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.** If you are in any doubt about the contents of this document and/or the action you should take, you should immediately consult your stockbroker, bank manager, solicitor, accountant or other independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser in your own jurisdiction.

If you have sold or transferred all your Shares you should hand this document, together with the accompanying Form of Proxy, to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for onward transmission to the purchaser or transferee. If you have sold or transferred only part of your holding in Shares in the Company, you should retain this document.

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## **The 600 Group Public Limited Company**

*(incorporated and registered in England and Wales with registered number 00196730)*

### **Proposed disposal of the Machine Tool Solutions Division**

**and**

### **Notice of General Meeting**

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This document should be read as a whole. Your attention is drawn, in particular, to the letter from the Chairman of The 600 Group Public Limited Company set out in Part I of this document which provides details of the Disposal and recommends that you vote in favour of the Resolution to be proposed at the General Meeting referred to below.

Notice of a General Meeting of the Company, to be held at the offices of Pinsent Masons LLP, 1 Park Row, Leeds, LS1 5AB on 24 March 2022 at 3.00 p.m., is set out in Part II of this document.

A Form of Proxy for use at the General Meeting accompanies this document and, to be valid, should be completed and returned in accordance with the instructions set out therein as soon as possible but, in any event, so as to reach the Company's registrars, Link Group, by no later than 3.00 p.m. on 22 March 2022, or 48 hours before any adjourned General Meeting. Completion of a Form of Proxy will not prevent a Shareholder from attending the General Meeting and voting in person. Alternatively, you may vote electronically at [www.signalshares.com](http://www.signalshares.com). You will require your username and password to use the portal to log in and vote. If you have not previously registered to use the portal you will require your investor code (IVC) which can be found on your share certificate. Members who hold their shares in uncertificated form may also use the 'CREST voting service' to appoint a proxy electronically.

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# IMPORTANT NOTICES

## **Cautionary note regarding forward-looking statements**

This document includes statements that are, or may be deemed to be, "forward-looking statements". These forward-looking statements can be identified by the use of forward-looking terminology, including the terms "believes", "estimates", "plans", "projects", "anticipates", "expects", "intends", "may", "will", or "should" or, in each case, their negative or other variations or comparable terminology. These forward-looking statements include matters that are not historical facts. They appear in a number of places throughout this document and include statements regarding the Directors' current intentions, beliefs or expectations concerning, among other things, the Group's results of operations, financial condition, liquidity, prospects, growth, strategies and the Group's markets.

By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances. Actual results and developments could differ materially from those expressed or implied by the forward-looking statements.

Forward-looking statements may and often do differ materially from actual results. Any forward-looking statements in this document are based on certain factors and assumptions, including the Directors' current view with respect to future events and are subject to risks relating to future events and other risks, uncertainties and assumptions relating to the Group's operations, results of operations, growth strategy and liquidity. Whilst the Directors consider these assumptions to be reasonable based upon information currently available, they may prove to be incorrect. Save as required by law or by the AIM Rules, the Company undertakes no obligation to publicly release the results of any revisions to any forward-looking statements in this document that may occur due to any change in the Directors' expectations or to reflect events or circumstances after the date of this document.

Neither the content of any website referred to in this document nor any hyperlinks on such website is incorporated in, or forms part of, this document.

## **Notice to overseas persons**

The distribution of this document, and/or the Form of Proxy in certain jurisdictions may be restricted by law and therefore persons into whose possession these documents come should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

This document has been prepared for the purposes of complying with the AIM 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 or regulatory requirements of jurisdictions other than the United Kingdom. The statements contained in this document are not to be construed as legal, business, financial or tax advice.

## **No offer or solicitation**

This document is not a prospectus and it does not constitute or form part of any offer or invitation to purchase, acquire, subscribe for, sell, dispose of or issue, or any solicitation of any offer to sell, dispose of, purchase, acquire or subscribe for, any security.

## **Rounding**

Certain numerical figures contained in this document, including financial information, have been subject to rounding adjustments for ease of presentation.

## **Definitions**

Certain terms used in this document are defined in that section of this document which appears under the heading "Definitions".

This document is dated 8 March 2022.

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## DEFINITIONS

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

"Act"	the Companies Act 2006 (as amended)
"AIM"	the AIM market operated by London Stock Exchange
"AIM Rules"	the AIM Rules for Companies, as published by London Stock Exchange from time to time
"Board" or "Directors"	the board of Directors of the Company from time to time
"Business Day"	a day (other than a Saturday, Sunday or public holiday) when banks are usually open for business in London
"Buyer"	Timesavers Acquisitions, LLC, a wholly owned subsidiary of TJM Capital Partners, LLC
"certificated"	in relation to a share or other security, a share or other security that is not in uncertificated form, that is not in CREST, and " <b>in certificated form</b> " shall be construed accordingly
"CMS"	Control Micro Systems Inc., a Group Company
"Company" or "600 Group"	The 600 Group Public Limited Company, a company incorporated in England and Wales with registered number 00196730, and where the context so requires, taken together with its Subsidiaries
"Completion"	completion of the Disposal under the terms of the SPA, and " <b>Complete</b> " and " <b>Completing</b> " shall be construed accordingly
"CREST"	the relevant system (as defined in the CREST Regulations) in respect of which Euroclear is the operator (as defined in the CREST Regulations)
"CREST Manual"	the rules governing the operation of CREST, as published by Euroclear
"CREST participant"	a person who is, in relation to CREST, a system participant (as defined in the CREST Regulations)
"CREST Proxy Instruction"	the appropriate CREST message in order for a proxy appointment or instruction made using the CREST service to be valid
"CREST Regulations"	the Uncertificated Securities Regulations 2001 (SI 2001-No. 3775), as amended
"CREST sponsor"	a CREST participant admitted to CREST as a CREST sponsor
"CREST sponsored member"	a CREST member admitted to CREST as a sponsored member (which includes all CREST personal members)
"Disposal"	has the meaning given in paragraph 1 of Part I of this document
"Euroclear"	Euroclear UK & International Limited, the operator of CREST
"FCA"	the Financial Conduct Authority
"Form of Proxy"	the form of proxy for use by Shareholders in connection with the General Meeting, which is enclosed with this document
"FSMA"	the Financial Services and Markets Act 2000

<b>"Fundamental Warranties"</b>	has the meaning given in paragraph 3 of Part I of this document
<b>"General Meeting"</b>	the general meeting of the Company convened for 3.00 p.m. on 24 March 2022 at which the Resolution will be proposed, notice of which is set out in Part II of this document
<b>"Group"</b>	the Company, its Subsidiaries and its subsidiary undertakings from time to time and <b>"Group Company"</b> shall mean any one of them
<b>"H1 FY21"</b>	the first half of the Group's 2021 financial year, being the six months ended 30 September 2020
<b>"Link Group" or "Registrar"</b>	Link Group of 10th Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL
<b>"Loan Notes"</b>	the secured loan notes of the Company of up to £8.5 million constituted by a loan note instrument dated 14 February 2015 (as amended) or, as the case may be, the amount of such loan notes from time to time issued and outstanding
<b>"London Stock Exchange"</b>	London Stock Exchange plc
<b>"Member account ID"</b>	the identification code or number attached to any member account in CREST
<b>"Nominated Person"</b>	a person who is not a Shareholder, but has been nominated by a Shareholder to enjoy information rights in accordance with section 146 of the Act
<b>"Notice of General Meeting"</b>	the notice of General Meeting set out in Part II of this document
<b>"NWC Escrow Amount"</b>	has the meaning given in paragraph 3 of Part I of this document
<b>"Overseas Shareholders"</b>	Shareholders with registered addresses, or who are citizens or residents of, or incorporated in Restricted Jurisdictions
<b>"Resolution"</b>	the resolution to be proposed at the General Meeting and set out in the Notice of General Meeting
<b>"Restricted Individuals"</b>	has the meaning given in paragraph 3 of Part I of this document
<b>"Restricted Jurisdiction"</b>	each of Australia, Canada, Japan, the Republic of South Africa, the United States, and any other jurisdiction where the distribution of this document may be restricted by law
<b>"Restricted Period"</b>	has the meaning given in paragraph 3 of Part I of this document
<b>"Retention Escrow Amount"</b>	has the meaning given in paragraph 3 of Part I of this document
<b>"RWI"</b>	representations and warranty insurance
<b>"Sale Proceeds"</b>	has the meaning given in paragraph 5 of Part I of this document
<b>"Sellers"</b>	together, the Company, The 600 Group (Overseas) Limited and 600 Group Incorporated
<b>"Shareholder"</b>	a holder of Shares, and <b>"Shareholding"</b> shall be construed accordingly
<b>"Shares"</b>	the ordinary shares of £0.01 each in the share capital of the Company, each a <b>"Share"</b>
<b>"Shareholder Approval"</b>	the approval of the Disposal by the Shareholders at the General Meeting

<b>"SPA"</b>	the conditional sale and purchase agreement dated 5 March 2022 entered into by the Sellers, The Target Companies and the Buyer relating to the Disposal
<b>"Target Companies"</b>	together, 600 UK Limited, Colchester GmbH, 600 Machinery Australia Pty Ltd and Clausing Industrial, Inc.
<b>"UK" or "United Kingdom"</b>	the United Kingdom of Great Britain and Northern Ireland
<b>"uncertificated" or "in uncertificated form"</b>	a share or other security recorded on the relevant register of the share or security concerned as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST
<b>"US" or "United States"</b>	the United States of America, its territories and possessions, any state of the United States and the District of Columbia

For the purposes of this document, "**subsidiary**", "**subsidiary undertaking**" and "**undertaking**" have the respective meanings given to them in the Act.

All references to "\$" are to the lawful currency of the United States. All references to "£" are to the lawful currency of the United Kingdom.

All the times referred to in this document are London times unless otherwise stated.

## EXPECTED TIMETABLE OF KEY EVENTS

Posting of this document and Form of Proxy to Shareholders	8 March 2022
Last time and date for receipt of Forms of Proxy and registering proxy appointments through CREST	3.00 p.m. on 22 March 2022
Time and date of General Meeting	3.00 p.m. on 24 March 2022
Announcement of the results of the General Meeting	24 March 2022
Estimated Completion date of the Disposal	31 March 2022

**Notes:**

- i. Each of the times and dates in the above timetable is subject to change. If any of the above times and/or dates change, the revised times and/or dates will be notified to Shareholders by announcement on a Regulatory Information Service.
- ii. If you have questions on how to complete the Form of Proxy, please contact Link Group on 0371 664 0300. Calls are charged at the standard geographic rate and will vary by provider. Lines are open between 09:00 - 17:30, Monday to Friday excluding public holidays in England and Wales.
- iii. Calls to the Link Group telephone number from outside the UK are charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and monitored randomly for security and training purposes. Link Group cannot provide advice on the merits of the Disposal and cannot give any financial, legal or tax advice.
- iv. Completion of the Disposal is conditional on the satisfaction of the conditions set out in the SPA.

## PART I

### LETTER FROM THE CHAIRMAN

# The 600 Group Public Limited Company

(incorporated in England and Wales with registered number 00196730)

*Directors:*

Paul Dupee  
Derek Zissman  
Stephen Fiamma  
Donald Haselton  
Todd Riggs  
Rui Lopes

*Registered Office:*

The 600 Group Public Limited Company  
Lowfields Way  
Lowfields Business Park  
Elland  
West Yorkshire, HX5 9DA

8 March 2022

Dear Shareholder

#### **Proposed disposal of the Machine Tool Solutions Division**

and

#### **Notice of General Meeting**

### **1. Introduction**

On 7 March 2022, the Board of The 600 Group Public Limited Company announced that the Sellers had entered into a conditional sale and purchase agreement (the "**SPA**") with Timesavers Acquisitions, LLC, a wholly owned subsidiary of TJM Capital Partners, LLC (the "**Buyer**") relating to the disposal of the entire issued share capital of each of 600 UK Limited, Colchester GmbH, 600 Machinery Australia Pty Ltd and Clausing Industrial, Inc., which together comprise the Group's Machine Tool Solutions Division (the "**Disposal**").

In view of (i) the amount of the sale proceeds payable to the Group in respect of the Disposal (further details of which are set out in paragraph 3 of this Part I) relative to the aggregate market value of the Shares and (ii) the profits attributable to the assets subject to the Disposal (further details of which are set out in paragraph 3 of this Part I) relative to the profits of the Group, the Disposal will result in a fundamental change in the business of the Company for the purposes of Rule 15 of the AIM Rules and Completion of the Disposal is therefore conditional, *inter alia*, upon the approval of Shareholders. Shareholder Approval of the Disposal will be sought at a general meeting of the Company to be held at the offices of Pinsent Masons LLP, 1 Park Row, Leeds, LS1 5AB at 3.00 p.m. on 24 March 2022.

A notice convening the General Meeting is set out in Part II of this document. The actions that you should take to vote on the Resolution and the recommendation of the Board to vote in favour of the Resolution are set out in paragraphs 10 and 11 of this Part I.

**The Resolution must be passed by Shareholders at the General Meeting in order for the Disposal to proceed.**

The purpose of this document is to provide you with the background to, reasons for and details of the Disposal, and to explain why the Directors consider the Disposal to be in the best interests of the Company and its Shareholders as a whole, and why they recommend that Shareholders should vote in favour of the Resolution.

### **2. Background to and reasons for the Disposal**

On 15 November 2021, the Company announced that trading in the first six months of its current financial year saw a strong recovery from the COVID-19 pandemic with industrial activity now back above pre-COVID-19 pandemic levels and a record order book and enquiry pipeline. The Company



announced that it had continued to see particularly strong demand in its Laser Division; with CMS winning large new orders and TYKMA Inc., a Group Company, continuing to transition from commoditised products to a more custom machine focus.

The Board considers that the industrial laser system market is highly attractive and has for some time been transitioning the Group's strategy towards this division. The Laser Division's internal sales operation and distribution network now serves both TYKMA Electrox and CMS and further synergy benefits are being gained in cross fertilization of technology and product knowledge between the two businesses.

The Disposal, if approved by Shareholders and completed, will complete the Group's shift towards its higher-margin industrial laser systems business, for which the Group continues to see particularly strong demand within a highly fragmented market, notwithstanding disruption and price increases in the supply chain. For the first half of the current financial year, the industrial laser systems division had revenues of \$15.2 million (H1 FY21: \$9.8 million) and operating profit of \$1.8 million (H1 FY21: \$0.2 million).

In the six months ended 30 September 2021, the assets subject of the Disposal, being the Group's Machine Tool Solutions Division, generated unaudited revenues of \$18.8 million (H1 FY21: \$15.5 million), an unaudited adjusted operating profit of \$0.8m (H1 FY21: \$0.7 million) and had net assets of \$21.6 million, excluding allocation of head office and other unattributed liabilities. The Machine Tool Solutions Division had also been subject to disruption and price increases within its supply chain, which has been affecting the wider industry.

The Company provided an update on current trading in its announcement of 7 March 2022 and stated that the Company continues to perform in line with the Board's expectations with both the total order book and the Laser division order book up over 70% year on year.

The net proceeds of the Disposal will provide the Company with the resources with which to pay down the Group's existing debts entirely and provide significant additional resources with which to invest in organic and inorganic growth strategies as an industrial laser system focused Group.

### 3. Principal terms of the Disposal

Pursuant to the terms of the SPA, TJM Capital Partners, LLC through its wholly owned subsidiary, Timesavers Acquisitions, LLC, has conditionally agreed to acquire the Group's Machine Tool Solutions Division. The Disposal will be effected by the sale by the Sellers to the Buyer of the entire issued share capital of each of 600 UK Limited, Colchester GmbH, 600 Machinery Australia Pty Ltd and Clausing Industrial, Inc. (together, the "**Target Companies**"), for cash consideration of \$21.0 million, subject to adjustment (further details of which are set out in this paragraph 3 below).

Shareholders should note, in particular, that there are a number of conditions to be satisfied before the Disposal can be completed, and that several of these conditions (such as obtaining financing for the transaction) are within the exclusive control of the Buyer. Whilst this is not unusual in transactions in the United States and the parties (including the Buyer) are obliged under the SPA to use commercially reasonable efforts to satisfy the conditions, there is no certainty as at the date of this document that the Disposal will be completed even if the Resolution is passed by Shareholders.

The principal terms of the SPA are as follows:

- **Consideration** – the consideration payable to the Sellers by the Buyer under the SPA is \$21.0 million (in aggregate) to be satisfied in cash and to be paid to the Sellers on Completion, less (i) \$400,000 to be placed in escrow accounts to secure certain obligations of the Sellers under the SPA, (ii) up to \$147,500 by way of contributions from the Sellers to the costs of representation and warranty insurance ("**RWI**") being purchased by the Buyer and (iii) any amounts required to be paid by the Sellers to discharge indebtedness of the Target Companies. In relation to the escrow amount, \$250,000 of such amount will be held specifically to satisfy any amount to be paid to either of the parties following final determination of the net working capital of the Target Companies, which in turn determines the closing purchase price (the "**NWC Escrow Amount**"). The consideration is subject to a post-Completion purchase price adjustment mechanism and if the closing purchase price is less than the estimated purchase price (to be calculated, in each case, in accordance with the SPA), then the NWC Escrow Amount shall become payable to the

Buyer with the amount of any deficiency being paid by the Sellers to the Buyer within five business days after final determination of the closing purchase price. In the event that the estimated purchase price is less than or equal to the closing purchase price, then the NWC Escrow Amount shall become payable to the Sellers with the amount of any deficiency being paid by the Buyer to the Sellers in such time period as set out above. There is a collar of \$300,000 on the net working capital adjustment so that no payment is made to either Buyer or Sellers from the other party unless and until the target working capital of \$14,500,000 is exceeded or has a deficit of more than \$300,000.

- **Retention Escrow Amount and liability of Sellers** – in addition to the NWC Escrow Amount, up to \$150,000 will be paid by the Buyer into a separate escrow account to secure the Sellers' obligations under the SPA ("**Retention Escrow Amount**"). Any claims against the Sellers pursuant to the SPA for deductible amounts not covered by RWI will be satisfied from this escrow account, with the remaining balance (if any) being released to the Sellers on the expiry of 18 months from Completion. The Sellers have no liability to the Buyer under the SPA beyond the amount comprised in the Retention Escrow Amount, other than for the Fundamental Warranties (as defined below), fraud, indemnified taxes from pre-Completion periods, and any amounts received by any of the Target Companies under the U.S. CARES Act during the COVID-19 pandemic.
- **Conditions** – Completion of the Disposal is conditional, *inter alia*, upon:
  - the approval of the Disposal by the Shareholders at the General Meeting;
  - there being no claims, proceedings, investigations or inquiries pending or threatened before any court or governmental body in connection with the Disposal;
  - there being no material adverse effect on (i) the financial condition, or results of operations of, the Target Companies taken as a whole (subject to certain customary exceptions) or (ii) the ability of the Target Companies or any of the Sellers to perform their obligations or complete the Disposal;
  - the securing of RWI by the Buyer covering the representations and warranties of the Sellers under the SPA (for which the Buyer has received a commitment); and
  - the securing of debt and equity financing by the Buyer to finance the Disposal (for which the Buyer has made representations in the SPA that it has received both debt and equity commitments).
- **Termination** – the SPA provides that:
  - the Sellers have a right to terminate the SPA on or before 8 April 2022, if: (i) certain conditions have not been satisfied by the Buyer or (ii) the approval of the Disposal by Shareholders has not been received, in each case on or before 8 April 2022; and
  - the Buyer has a right to terminate the SPA on or before 8 April 2022 if, *inter alia*: (i) certain conditions have not been satisfied by the Sellers, (ii) there has been a material adverse effect before Completion, (iii) it has not received certain governmental authorisations before Completion, (iv) it has not obtained financing or (v) it has not obtained the RWI insurance.
- **Representations and Warranties** – the SPA contains:
  - customary representations and warranties to be given by the Sellers in favour of the Buyer in relation to the relevant Group Company's capacity and title to the shares held in the Target Companies and its authority to enter into the SPA ("**Fundamental Warranties**"). The maximum liability of the Sellers in relation to the Fundamental Warranties is capped at the amount of the final purchase price;
  - customary representations and warranties to be given by the Sellers relating to the businesses comprising the Machine Tool Solutions Division. The maximum liability of the Sellers in relation to these representations and warranties is capped at the amount standing to the credit of the Retention Escrow Amount (with 50% of the value of such

claims being deducted from the Retention Escrow Amount). The Buyer is also purchasing RWI to cover claims in excess of the Retention Escrow Amount, and the Sellers have agreed to make a contribution to the cost of such insurance of up to \$147,500; and

- customary representations and warranties contained in the SPA to be given by the Buyer in favour of the Sellers relating to its capacity and authority to enter into the SPA, and relating to the financing commitments it has received to fund the payment of the purchase price.
- **Indemnities** – the Sellers and the Buyer have each agreed to indemnify the other party's respective indemnified persons (including its' affiliates, employees, officers) from and against any and all losses incurred by any such person relating to, *inter alia*, (i) any breach of a representation or warranty; or (ii) any breach or non-fulfilment of an obligation under the SPA. It is contemplated that breaches of representations and warranties (other than Fundamental Warranties) will be satisfied by RWI with deductibles covered by the Retention Escrow Amount. In addition, the Sellers have agreed to indemnify the Buyer for any 'Indemnified Liabilities' including: any losses arising from indemnified taxes; any liabilities classified as 'Excluded Liabilities' (including certain liabilities relating to current or former employees, claims and disputes prior to Completion, any taxes not provided for in the closing accounts, transaction costs (including costs of professional advisers), excluded trade payables and accruals, or any losses incurred by any indemnified person resulting from certain claims brought by a holder of shares in the Company with respect to the Disposal.
- **Other limitations of liability** – a claim for indemnification for breach of any representation or warranty contained in the SPA must be brought by the relevant party within 18 months of Completion (save in relation to any claim for fraud). No claim shall be brought unless and until such party has incurred or suffered aggregate losses in excess of \$100,000 (save that this shall not apply in the case of common law fraud or with respect to any losses from any excluded liabilities or Fundamental Warranties).
- **Pre-Completion Covenants** – the SPA contains certain pre-Completion covenants given by the Sellers, including covenants that prior to Completion: (i) the shares in the capital of each of the Target Companies and the assets of any of them shall not be encumbered; (ii) each Target Company shall carry on its business in the ordinary course including that it shall not increase any employee's, officer's or consultant's salary or compensation to \$50,000 or more, make any new commitments for capital expenditure in excess of \$50,000, enter into any new material contract and maintain and keep in full force its existing insurance; (iii) no Seller shall, directly or indirectly, solicit or take any other action to facilitate any enquiries or the making of any proposal that constitutes or may lead to an offer or proposal, for a business combination involving the Target Companies or, to acquire a material equity interest in, or a material portion of the assets of the Target Companies; and (iv) certain Target Companies shall make specified tax elections.
- **Governing Law** – the SPA and the rights and obligations of the parties under it are governed by and will be construed and enforced in accordance with the laws of the State of Delaware.

In addition to the SPA, the Buyer, the Sellers, the Company and certain directors or executives of the Group ("**Restricted Individuals**") are expected to enter into a Restrictive Covenants Agreement at Completion. In this document, the Sellers and the Restricted Individuals will give undertakings to the Buyer and the Target Companies:

- to keep confidential information concerning the Target Companies secret and not disclose it to any party unless required by law (subject to certain customary exceptions);
- to provide reasonable assistance to the Buyer and the Target Companies in relation to disputes concerning such confidential information;
- not to compete with the Target Companies, subject to certain customary exceptions, for a period of five years from the date of the SPA (in the case of the Company) or two years from the date of the SPA (in the case of the Restricted Individuals) ("**Restricted Period**");
- not to solicit certain employees of the Target Companies during the Restricted Period;

- not to interfere with suppliers and certain other business relationships of the Target Companies during the Restricted Period; and
- not to disparage the businesses of the Target Companies during the Restricted Period.

#### **4. Information on the Buyer**

The Buyer is a private equity investment firm that invests in established middle and lower middle-market businesses. TJM Capital Partners, LLC has a fully supported management team backed by a select group of committed capital resources including family offices, high net worth individuals and a diverse set of first-generation investors.

#### **5. Use of proceeds**

Of the net sale proceeds receivable by the Group upon Completion (the "**Sale Proceeds**"), approximately \$16.0 million will be used to repay all of the Group's existing bank debt and to redeem the Loan Notes issued by the Company in full. Upon repayment of the Loan Notes, the 43,950,000 warrants to subscribe for ordinary shares in the capital of the Company at a price of 20 pence per ordinary share, will remain in issue with an expiry date of 14 August 2023.

The remaining Sale Proceeds will provide the Group with additional resources with which to advance the growth of the Group's industrial laser systems division both organically and by acquisition if such opportunities are forthcoming.

#### **6. AIM Rule 15 – fundamental change of business**

As set out above, in view of (i) the Sale Proceeds payable to the Group in respect of the Disposal relative to the aggregate market value of the Shares and (ii) the profits attributable to the assets subject of the Disposal relative to the profits of the Group, the Disposal will result in a fundamental change in the business of the Company for the purposes of Rule 15 of the AIM Rules and Completion of the Disposal is therefore conditional upon the approval of Shareholders.

For the avoidance of doubt, the Company will, on Completion, continue to be classified as an operating company and not as an AIM cash shell pursuant to AIM Rule 15.

#### **7. General Meeting**

For the reasons explained in this Part I, Completion of the Disposal is conditional upon the approval by Shareholders of the Resolution to be proposed at the General Meeting of the Company.

A notice convening the General Meeting to be held at the offices of Pinsent Masons LLP, 1 Park Row, Leeds, LS1 5AB at 3.00 p.m. on 24 March 2022 is set out at Part II of this document, at which the Resolution set out in the notice of General Meeting will be proposed.

The Resolution will be proposed as an ordinary resolution of the Company and will be passed if 50 per cent. or more of the votes cast at the General Meeting (in person or by proxy) are in favour of it.

#### **8. Importance of your vote**

**The Resolution must be passed by Shareholders at the General Meeting in order for the Disposal to proceed. If the Resolution is not passed, Completion of the Disposal under the SPA will not occur.**

#### **9. Copies of documents**

A copy of this document and the Form of Proxy are and will be available free of charge, subject to certain restrictions relating to persons in any Restricted Jurisdiction, for inspection on 600 Group's website at [www.600group.com](http://www.600group.com).

## **10. Action to be taken in respect of the General Meeting**

Shareholders will find a Form of Proxy enclosed with this document for use at the General Meeting. Whether or not you intend to be present at the General Meeting, you are requested to complete and return the Form of Proxy in accordance with the instructions printed thereon as soon as possible.

To be valid, completed Forms of Proxy must be received by the Company's Registrars, Link Group, by not later than 3.00 p.m. on 22 March 2022, or 48 hours before any adjourned General Meeting. Completion of the Form of Proxy will not preclude you from attending the meeting and voting in person if you so wish. Alternatively, you may vote electronically at [www.signalshares.com](http://www.signalshares.com). You will require your username and password to use the portal to log in and vote. If you have not previously registered to use the portal you will require your investor code (IVC) which can be found on your share certificate. Members who hold their shares in uncertificated form may also use the 'CREST voting service' to appoint a proxy.

**Whilst COVID-19 restrictions have been lifted as at the date of this document, the situation is constantly evolving and the HM Government may implement measures relating to the holding of shareholder meetings. As such, whilst Shareholders will be permitted to attend the General Meeting in person if they are entitled to and wish to do so (subject to any applicable restrictions then in force), Shareholders are nevertheless encouraged to appoint the chairman of the General Meeting as their proxy. Any changes to the arrangements for the General Meeting will be communicated to Shareholders before the General Meeting, including through the Company's website at <https://www.600group.com/home/> and by announcement through a Regulatory Information Service. Shareholders should continue to monitor the Company's website and exchange news service for any updates.**

## **11. Recommendation**

**The Board considers the Disposal to be in the best interests of the Company and its Shareholders as a whole.**

**Accordingly, the Board recommends that you vote in favour of the Resolution, as those Directors who hold Shares intend to do in respect of their own aggregate holdings of 24,292,535 Shares representing approximately 20.68 per cent. of the Shares in issue at the date of this document.**

Yours faithfully,

**Paul Dupee**

*Chairman of The 600 Group Public Limited Company*



## PART II

### NOTICE OF GENERAL MEETING

#### The 600 Group Public Limited Company

(Registered in England and Wales with registered number: 00196730)

**NOTICE** is hereby given that a General Meeting of The 600 Group Public Limited Company (the "**Company**") will be held at the offices of Pinsent Masons LLP, 1 Park Row, Leeds, LS1 5AB at 3.00 p.m. on 24 March 2022 for the purpose of considering and, if thought fit, passing the following resolution:

#### ORDINARY RESOLUTION

1. **THAT** for the purposes of Rule 15 of the AIM Rules, the Disposal (as defined and more particularly described in the circular to the shareholders of the Company dated 8 March 2022 of which this notice forms part (the "**Circular**")), be and is hereby approved and that the board of directors (or a duly constituted committee of the board of directors) of the Company be and are hereby authorised to take such steps as they may in their absolute discretion think fit in order to implement and give effect to the SPA (as defined in the Circular), and any related documentation to give effect to the Disposal, including approving such variations or amendments to the SPA (or any transaction documents referred to therein) and doing such other acts and things as they may in their absolute discretion consider to be necessary or desirable in order to implement and give effect to the Disposal and/or any matter incidental to the Disposal.

8 March 2022

#### BY ORDER OF THE BOARD

**N R Carrick**  
*Secretary*

The 600 Group Public Limited Company  
Lowfields Way  
Lowfields Business Park  
Elland  
West Yorkshire, HX5 9DA

#### Notes

##### General

1. Whilst COVID-19 restrictions have been lifted as at the date of this document, the situation is constantly evolving and the HM Government may implement measures relating to the holding of shareholder meetings. As such, whilst Shareholders will be permitted to attend the General Meeting in person if they are entitled to and wish to do so (subject to any applicable restrictions then in force), Shareholders are nevertheless encouraged to appoint the chairman of the General Meeting as their proxy. Any changes to the arrangements for the General Meeting will be communicated to Shareholders before the General Meeting, including through the Company's website at <https://www.600group.com/home/> and by announcement through a Regulatory Information Service. Shareholders should continue to monitor the Company's website and exchange news service for any updates.

##### Proxies

2. A member entitled to attend, speak and vote at the above meeting may appoint another person as his or her proxy to exercise all or any of his or her rights to attend, speak and vote on his or her behalf. A member may appoint more than one proxy in relation to the meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that member. A proxy need not be a member of the Company.
3. To appoint more than one proxy, you may photocopy the Form of Proxy. Please indicate the proxy holder's name and the number of shares in relation to which they are authorised to act as your proxy (which, in aggregate, should not exceed the number of shares held by you). Please also indicate in the box provided if the proxy instruction is one of multiple instructions being given. All forms must be signed and should be returned together in the same envelope.
4. To be valid any Form of Proxy together with any power of attorney or any other authority under which the Form of Proxy is signed (or a duly certified copy of such power or authority) or any other instrument appointing a proxy must be included with the Form of Proxy and received by post or (during normal business hours only) by hand at the Company's Registrars, Link Group, no later than 48 hours (excluding any part of a day that is not a Business Day) before the time appointed for holding

the meeting. If you prefer, you may return the Form of Proxy to the Registrars addressed to Link Group, 10th Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL. If you submit more than one valid proxy appointment, the appointment received last before the latest time for the receipt of proxies will take precedence.

5. Completion and return of a Form of Proxy, any other such instrument or any CREST Proxy Instruction (as described in paragraph 11 below) will not preclude a member from attending and voting in person, should he or she subsequently decide to do so.
6. Alternatively you may vote electronically at [www.signalshares.com](http://www.signalshares.com). You will require your username and password to use the portal to log in and vote. If you have not previously registered to use the portal you will require your investor code (IVC) which can be found on your share certificate. Members who hold their shares in uncertificated form may also use the 'CREST voting service' to appoint a proxy electronically, as explained below.

#### **Nominated Persons**

7. A Nominated Person does not have the right to appoint a proxy, although he/she may, under an agreement between him/her and the shareholder by whom he/she was nominated, have a right to be appointed (or to have someone else appointed) as a proxy. Alternatively, if a Nominated Person does not have such a right, or does not wish to exercise it, he/she may, under an agreement with the relevant shareholder, have a right to give instructions to the shareholder as to the exercise of voting rights. Such Nominated Persons are advised to contact the shareholder who appointed them for further information on this and the procedure for appointing any such proxy.

#### **Record Date**

8. Only the holders of shares entered on the register of members of the Company as at close of business on 22 March 2022 (or, in the event of any adjournment, close of business on the date which is two Business Days before the date of the adjourned meeting) shall be entitled to attend either in person or by proxy, and the number of shares then registered in their respective names shall determine the number of votes such persons are entitled to cast at the meeting. Changes to entries on the register of members after the relevant deadline shall be disregarded in determining the rights of any person to attend or vote at the meeting.

#### **Total Voting Rights**

9. As at 7 March 2022 (being the latest practicable date prior to the publication of this document) the Company's issued share capital consisted of 117,473,341 ordinary shares of £0.01 each, carrying one vote each. The Company holds nil shares in treasury. Therefore the total voting rights in the Company as at 7 March 2022 are 117,473,341.

#### **CREST Proxy Instructions**

10. CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so by using 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.
11. In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST Proxy Instruction must be properly authenticated in accordance with Euroclear UK & International Limited ("**Euroclear**") specifications, and must contain the information required for such instruction, as described in the CREST Manual (available via [www.euroclear.com/CREST](http://www.euroclear.com/CREST)). The message, regardless of whether it constitutes the appointment of a proxy or is 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 the Company's agent Link Group (ID RA10) by 3.00 p.m. on 22 March 2022. 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 Application Host) from which the Company's agent 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.
12. CREST members and, where applicable, their CREST sponsors, or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular message. 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, to procure that his or her CREST sponsor or voting service provider(s) take(s) such action as shall be 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.
13. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertified Securities Regulations 2001 (as amended).

#### **Questions**

14. Any shareholder attending the meeting has the right to ask questions. The Company must cause to be answered any such question relating to the business being dealt with at the meeting but no such answer need be given if (a) to do so would interfere unduly with the preparation for the meeting or involve the disclosure of confidential information, or (b) the answer has already been given on a website in the form of an answer to a question, or (c) it is undesirable in the interests of the Company or the good order of the meeting that the question be answered.

#### **Information available on the Website**

15. A copy of this notice can be found at [www.600group.com](http://www.600group.com). Shareholders may not use any electronic address provided in either this Notice of Meeting or any related documents (including the Form of Proxy) to communicate with the Company for any purposes other than those expressly stated.

