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If you sell or have sold or otherwise transferred all of your shares in The 600 Group PLC, please pass this document together with the accompanying Form of Proxy as soon as possible to the purchaser or transferee, or to the person who arranged the sale or transfer so they can pass these documents to the person who now holds the shares. If you have sold or transferred, or sell or transfer as above, only part of your holding of shares in The 600 Group PLC, please consult the person who arranged the sale or transfer.

The 600 Group PLC

(incorporated and registered in England and Wales with registered number 196730)

APPROVAL OF WAIVER OF OBLIGATION UNDER RULE 9 OF THE CITY CODE ON TAKEOVERS AND MERGERS, RELATED PARTY TRANSACTIONS, CAPITAL REORGANISATION AND NOTICE OF GENERAL MEETING

This document should be read as a whole.

Your attention is drawn to the letter from the Chairman of the Company which is set out on pages 5 to 12 of this document and which recommends you to vote in favour of the Resolutions to be proposed at the General Meeting.

Notice of the General Meeting of the Company to be held at Union Street, Heckmondwike, West Yorkshire WF16 0HL on 27 August 2010 at 10.00 a.m. is set out at the end of this document. Whether or not you propose to attend the General Meeting, please complete, sign and return the enclosed Form of Proxy in accordance with the instructions printed on it to the offices of the Company's registrars, Capita Registrars, PXS, 34 Beckenham Road, Beckenham Kent BR3 4TU so as to arrive as soon as possible, but in any event not later than 48 hours before the appointed time of the General Meeting. Completion and return of a Form of Proxy will not preclude shareholders from attending and voting at the General Meeting should they choose to do so. Further instructions relating to the Form of Proxy are set out in the notice of General Meeting and in the Form of Proxy itself.

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DIRECTORS, SECRETARY AND ADVISERS

Directors:	Martin Temple (<i>Chairman</i>) David Norman (<i>Chief Executive</i>) Martyn Wakeman (<i>Group Finance Director</i>) Christopher Cundy (<i>Non-Executive Director</i>) Stephen Rutherford (<i>Non-Executive Director</i>) All of Union Street, Heckmondwike, West Yorkshire WF16 0HL
Company Secretary:	Alan Myers
Registered Office:	Union Street Heckmondwike West Yorkshire WF16 0HL
Financial Adviser and Broker:	Evolution Securities Limited 100 Wood Street London EC2V 7AN
Legal Adviser to the Company as to English Law:	Pinsent Masons LLP 1 Park Row LS1 5AB
Registrar:	Capita Registrars Limited Northern House Woodsome Park Fenay Bridge Huddersfield HD8 0GA
Financial Public Relations:	Rawlings Financial PR Limited 2 Howsham York YO60 7PH

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Latest time and date for receipt of Forms of Proxy	10.00 a.m. on 25 August 2010
Latest time and date for receipt of electronic proxy appointments via the CREST system ⁽¹⁾	10.00 a.m. on 25 August 2010
General Meeting	10.00 a.m. on 27 August 2010
Record date for Capital Reorganisation	5.00 p.m. on 27 August 2010
Capital Reorganisation implemented	8.00 a.m. on 31 August 2010

Notes

- (1) CREST Shareholders should inform themselves of CREST's requirements in relation to electronic proxy appointments.
- (2) **The dates set out in the expected timetable of principal events above and mentioned throughout this document are indicative only and may be adjusted by the Company, in which event details of the new dates will be notified to the UK Listing Authority and to the London Stock Exchange and, where appropriate, to Shareholders.**
- (3) References to times in this document are to London time.

PART I

LETTER FROM THE CHAIRMAN

The 600 Group PLC

(incorporated under the Companies Act 1908 to 1917 in England and Wales with registered number 196730)

Directors

Martin Temple (*Chairman*)
David Norman (*Chief Executive*)
Martyn Wakeman (*Group Finance Director*)
Christopher Cundy (*Non-Executive Director*)
Stephen Rutherford (*Non-Executive Director*)

Registered Office

Union Street
Heckmondwike
West Yorkshire
WF16 0HL

To: all Shareholders

3 August 2010

Dear Shareholder,

**Approval of waiver of obligation under Rule 9 of the City Code on Takeovers and Mergers,
Related Party Transactions, Capital Reorganisation and Notice of General Meeting**

1. Introduction

The Directors announced today that, subject to Shareholder approval, 600 Group proposes to raise £2.5 million (approximately £2.0 million net of expenses) by way of the advance of the Loan to the Group by Haddeo and others.

As part of the arrangements for the Fundraising, the Company intends to create 12,500,000 share warrants to be issued to the Lenders under the Loan Agreement granting the right, subject to the terms of the Warrant Instrument to be entered into by the Company upon passing of the Resolutions, to subscribe for (in aggregate) 12,500,000 New Ordinary Shares at a price of 20 pence per share (subject to any adjustment pursuant to the provisions contained in the Warrant Instrument). As Haddeo is a substantial Shareholder in the Company, the Loan and the issue of the Warrants each constitutes a related party transaction under the Listing Rules requiring Shareholder approval.

Before proceeding with the issue of the Warrants, the Company's issued share capital will, subject to Shareholder approval, be reorganised by means of the Capital Reorganisation, which will involve: (i) the subdivision and reclassification of each issued Ordinary Share into one New Ordinary Share of one penny and one Deferred Share of 24 pence; and (ii) the subdivision of each authorised but unissued Ordinary Share into 25 New Ordinary Shares of one penny each. On completion of the Capital Reorganisation, each Shareholder will hold one New Ordinary Share and one Deferred Share for each Ordinary Share currently held.

The Lenders include Haddeo and certain other Shareholders that hold, in aggregate, a beneficial interest in 29.27 per cent of the Company's issued share capital and are providing, in aggregate, approximately £0.93 million of the Loan. Of this amount Haddeo is providing £0.81 million, which, assuming full exercise of the related Warrants by all of the Lenders, will result in Haddeo's beneficial interest in the Company's Enlarged Share Capital increasing from its current level of 28.18 per cent to 28.93 per cent.

Haddeo and certain other Lenders are being treated by the Panel as acting in concert such that the exercise of the Warrants by the Haddeo Concert Party could trigger a Mandatory Offer. In such circumstances, the Haddeo Concert Party would be obliged to make a Mandatory Offer for the remaining shares in 600 Group that it does not already own, unless granted a waiver by the Panel and approved by 600 Group's Independent Shareholders. The Company is therefore seeking the approval of the Independent Shareholders, *inter alia*, of the Whitewash and to disapply statutory pre-emption rights and to authorise the Directors of the Company to issue and allot the New Ordinary Shares to the Lenders (or any of them) which will arise from the exercise of the Warrants by the Lenders (and only to that extent).

In view of the requirement to seek authority from Shareholders, *inter alia*, to effect the Whitewash, the Related Party Transactions, the Capital Reorganisation and disapply statutory pre-emption rights, there will be a General Meeting to be held at Union Street, Heckmondwike, West Yorkshire WF16 0HL at 10.00 a.m. on 27 August 2010. Notice of the General Meeting is set out at the end of this document.

Should Shareholders approve the Resolutions, the Fundraising will proceed and the total borrowing facilities available to the Group will increase by the proceeds of the Loan (approximately £2.0 million net of expenses). The implications of the Fundraising not proceeding are considered in further detail in paragraph 2 of this letter.

The purpose of this document is to provide Shareholders with details of the Fundraising, the Whitewash, the Related Party Transactions and the Capital Reorganisation and explain why the Directors consider these measures to be in the best interests of the Group and its Shareholders as a whole and to recommend that you vote in favour of the Resolutions to be proposed at the General Meeting, as they intend to do in respect of 40,000 Ordinary Shares in which, in aggregate, they are beneficially interested, representing approximately 0.06 per cent of the issued share capital of the Company.

2. Background to and reasons for the Fundraising and use of proceeds

Overview of activities

The Board completed a strategic review exercise in January 2009 and commenced its turnaround programme thereafter; operations have been restructured to reduce the number of sites and headcount to sustainable levels resulting in aggregate annualised cost savings of approximately £15 million.

The Directors have also focused the Group's operations on four principal product areas, outlined below:

- Machine tools (41 per cent of revenues*): The Group has an installed base of over 100,000 CNC and conventional machines, predominately in the US and Europe, with the education sector being a key market;
- Precision engineered components and spares (26 per cent of revenues*): Machine tool sales are supplemented by the supply of precision engineered components and spares. Certain of the precision engineered components are accurate to 0.5 microns and spares support the existing installed product base, generally in an after sales capacity and with premium margins;
- Mechanical handling and waste management (18 per cent of revenues*): The Group's mechanical handling and waste management activities in South Africa are benefiting from the country's infrastructural developments, such as nationwide electrification, and investment in the mineral extraction sector; and
- Laser marking (15 per cent of revenues*): Demand is being driven by increasingly stringent legislation covering the worldwide traceability of products and as a result many 'blue-chip' clients have been won in this high growth and premium margin product area.

The Group's strategy is to advance each of these product areas, building on the viable operating platform now established as a result of the turnaround. The Group also intends to strengthen its existing manufacturing base through investment in further capacity, providing for increased flexibility, improved quality, reduced lead times and cost.

* Extracted from the Annual Report & Accounts of the Company for the 53 week period ended 3 April 2010.

Recent trading performance

The Group generated revenues and an operating loss from continuing operations of £45.4 million and £6.8 million respectively during the 53 weeks ended 3 April 2010 (52 weeks ended 28 March 2009: £76.2 million and £8.3 million respectively). The operating loss for the 53 weeks ended 3 April 2010 includes costs associated with the strategic review and turnaround programme of £5.4 million and an impairment charge for intangible assets of £1.1 million. The reduction in comparative revenues is a result of the Group exiting non-core activities, a general downturn in the market and a significant non-recurring low margin aerospace contract being included in the prior year.

The following statements were made by the Company in its preliminary results statement for the year ended 3 April 2010 released on 3 August 2010:

“The Group continued to be affected by the global economic environment but we responded robustly, completing a strategic review and implementing a successful turnaround programme to reduce our cost base and improve the efficiency of our operations. We are now in a strong position to take advantage of the early signs of recovery in our markets.”

“Although we remain cautious in our outlook, there are clear indications of improvements in the Group’s four core business markets and this is reflected in the more recent levels of order intake. In the first quarter of the current financial year, our order intake increased by 31 per cent compared with the previous year and the Group’s order book is currently 16 per cent higher than at the end of the corresponding period in 2009.”

“We now need to increase our capacity to supply and reduce our delivery lead times to take full advantage of this improvement in demand. It is our intention to progress these and other associated initiatives with funding from the proposed £2.5m loan with warrants. With these elements in place, the Board is confident that significant progress will be made as our markets recover.”

The Fundraising – overview

Net borrowings increased to £4.3 million at 3 April 2010 (28 March 2009: £1.5 million), largely as a result of the Group funding the cash costs of the turnaround.

600 Group is now seeking greater working capital headroom to focus on creating value through expanding its principal product areas and to invest further in the Group’s manufacturing facilities. The Loan will enable the Group to fund the growth of the business as markets recover, complete the final stages of the turnaround and enable development of our manufacturing base in Europe. Subject to Shareholder approval, 600 Group will draw down the Loan, which will provide additional funds for the Group of £2.5 million (approximately £2.0 million net of expenses) and meet the requirement for additional headroom. The Loan is repayable within five years of the date of drawdown and subject to an 8 per cent interest charge per annum, calculated on a non-compound basis. Further details of the Loan are set out in paragraph 7.1 of Part III of this document.

As part of these arrangements, the Company will, subject to Shareholder approval, issue the Warrants, which will grant the Lenders subscription rights over 12,500,000 New Ordinary Shares at an exercise price of 20 pence per New Ordinary Share. The Warrants will be freely transferable and exercisable at any time up to five years from the date of grant. Further details of the Warrants are set out in paragraph 7.2 of Part III of this document.

On 6 July 2010, the Group agreed with HSBC to renew its overdraft facility and temporarily increase it by £0.5 million to £3.5 million until 31 August 2010, whilst the arrangements for the Fundraising are completed. The arrangement fee for renewal of the overdraft facility was £52,500. On 1 September 2010, the overdraft with HSBC will revert to its previous level of £3.0 million. The Group’s worldwide banking facilities, provided by HSBC in the UK and South Africa, Crestmark Bank in the US and Westpac Bank in Australia, will then total £6.5 million, fully secured against assets of £38.8 million (as extracted from the audited accounting records of the Company at 3 April 2010). The split of the banking facilities (excluding the Loan) between each of the countries in which the Group operates, will then be as follows:

- UK: £3.0 million;
- USA: £1.2 million;

- South Africa: £1.5 million; and
- Australia: £0.8 million.

The Directors believe that the above banking facilities, together with the net proceeds of the Loan, will provide the Group with greater working capital headroom to focus on creating value through its principal product areas and invest in its manufacturing base. The Loan will be used, in particular, to:

- fund the anticipated growth of the Group’s machine tools and laser marking businesses;
- complete the final stages of the turnaround; and
- increase manufacturing capacity in Europe.

If, however, the Resolutions are not passed at the General Meeting and the Fundraising does not proceed, the Directors believe that the Group would be required to continue to manage its short-term cash position ahead of longer term strategic goals, which the Directors believe would not be in the best interests of Shareholders or the Group as a whole.

3. Effect of the Fundraising on existing Shareholders

Subject to Shareholder approval, the Warrants will provide the Lenders with the rights to subscribe for New Ordinary Shares representing approximately 22 per cent of the Company’s current issued share capital.

If the Lenders exercise the Warrants in full, the Company’s Enlarged Share Capital would comprise 69,723,679 New Ordinary Shares. On this basis, the New Ordinary Shares to be issued to the Lenders would represent approximately 18 per cent of the Company’s Enlarged Share Capital.

Upon the issue of the New Ordinary Shares following exercise of the Warrants, the Independent Shareholders will be diluted as to approximately 13 per cent in terms of their interests in the Enlarged Share Capital of the Company. The effect of exercise of the Warrants on the Lenders’ interests in the Company’s Enlarged Share Capital is discussed further in paragraph 6.3 of Part III of this document.

Under the Prospectus Rules, there is an exemption for shares admitted to trading following the exercise of rights conferred by a “transferable security” (as defined in the Prospectus Rules). This means that, if this exemption is available for the Warrant Instrument, the shares to be allotted and issued on exercise of the Warrants can be admitted to trading on the same regulated market as the same class of shares already so admitted, being the Ordinary Shares, without producing a Prospectus (even if the shares represent more than 10 per cent of the number of shares of the same class already admitted to trading on the same regulated market).

However, the Company shall be reviewing the availability of this exemption as it applies to the Warrant Instrument and should this exemption not apply, for whatever reason, and no other exemption is available, the Company may be required to publish a Prospectus at such time as the relevant Lender or Lenders intends to exercise their subscription rights under the Warrants (or part thereof).

4. The Related Party Transactions

Haddeo currently holds 16,125,868 Ordinary Shares, representing 28.18 per cent of the Company’s issued share capital. The entry into the Loan and the issue of the Warrants by the Company therefore each constitutes a related party transaction requiring Shareholder approval under Chapter 11 of the Listing Rules. Haddeo will, given the related party nature of the Loan and the Warrants, not vote at the General Meeting on (i) the Resolution numbered 1 authorising the Directors to enter into the Loan; and (ii) the Resolution numbered 2 authorising the Directors to issue the Warrants. Haddeo has undertaken to take all reasonable steps to ensure that its associates will also not vote on the Resolutions numbered 1 and 2 at the General Meeting.

5. The Capital Reorganisation

Reasons for the Capital Reorganisation

The Warrants will be exercisable at 20 pence per Ordinary Share which represents a discount to the current 25 pence nominal value of an Ordinary Share. Company law prohibits the issue of shares at a price below

their nominal value and, accordingly, a share capital reorganisation will be necessary in order to undertake the issue of the Warrants.

Information about the Capital Reorganisation

It is proposed that:

- (i) each Ordinary Share is subdivided and reclassified into one New Ordinary Share of one penny and one Deferred Share of 24 pence; and
- (ii) each authorised but unissued Ordinary Share is subdivided into 25 New Ordinary Shares of one penny each.

The rights attaching to the New Ordinary Shares will, save for the change in nominal value, be identical in all respects to those of the Ordinary Shares. No new share certificates will be issued nor will CREST accounts be credited in respect of the New Ordinary Shares and existing share certificates for Ordinary Shares will remain valid for the New Ordinary Shares arising after the reclassification and/or subdivision. The Deferred Shares created on the Capital Reorganisation becoming effective will have no voting or dividend rights and, on a return of capital, will have the right to receive the amount paid up thereon only after the holders of the New Ordinary Shares have received, in aggregate, the amount paid up thereon plus £10,000,000 per New Ordinary Share.

No share certificates will be issued in respect of the Deferred Shares, nor will CREST accounts of Shareholders be credited in respect of any entitlement to Deferred Shares, nor will they be listed on the Official List or admitted to trading on the London Stock Exchange or any other investment exchange. There are no immediate plans for the Group to purchase or to cancel the Deferred Shares, although the Board proposes to keep the situation under review. The effect of the Capital Reorganisation will mean that each New Ordinary Share will have a nominal value of one penny and the number of New Ordinary Shares of the Company listed on the Official List and admitted to trading on the London Stock Exchange's main market for listed securities shall remain the same. Consequently, the market price of a New Ordinary Share immediately after completion of the Capital Reorganisation should, theoretically, be the same as the market price of an Ordinary Share immediately prior to the Capital Reorganisation (having no regard to the issue of the Warrants).

6. The Takeover Code

Under Rule 9 of the Takeover Code, any person who acquires an interest (as defined in the Code) in shares which, taken together with shares in which he is already interested and in which persons acting in concert with him are interested, carry 30 per cent or more of the voting rights of a company which is subject to the Code, is normally required to make a general offer to all the remaining shareholders to acquire their shares.

An offer under Rule 9 must be made in cash and at the highest price paid by the person required to make the offer, or any person acting in concert with him, for any interest in shares of the Company during the 12 months prior to the announcement of the offer.

The members of the Haddeo Concert Party are deemed to be acting in concert for the purpose of the Code. At the date of this document, the members of the Haddeo Concert Party are between them interested in 16,750,668 Ordinary Shares, representing approximately 29.27 per cent of the Company's issued share capital. Following completion of the Fundraising, assuming exercise in full by the members of the Haddeo Concert Party of the Warrants issued as part of the Fundraising (and assuming that no other person converts any convertible securities or exercises any options or any other right to subscribe for shares in the Company), the members of the Haddeo Concert Party would between them be interested in 23,145,868 Ordinary Shares, representing approximately 36.38 per cent of the Company's enlarged issued voting share capital. The earliest date on which the Warrants can be exercised is 27 August 2010. A table showing the current respective individual interests in Ordinary Shares of the members of the Haddeo Concert Party, and also following the exercise of the Warrants on the basis set out above, is set out as follows:

<i>Haddeo Concert Party member</i>	<i>No. Ordinary Shares currently held</i>	<i>Percentage of current issued share capital</i>	<i>No. New Ordinary Shares following exercise of Warrants</i>	<i>Percentage of Enlarged Share Capital following exercise of the Warrants</i>
Haddeo	16,125,868	28.18%	20,175,868	31.71%
RHPS	–	0.00%	500,000	0.79%
WH Ireland (as discretionary manager)	–	0.00%	765,000	1.20%
Harry Ansell	312,500	0.545%	680,000	1.07%
Philip Haydn-Slater	312,500	0.545%	562,500	0.88%
Rupert Lowe	–	0.00%	250,000	0.39%
Dan Bristowe	–	0.00%	50,000	0.08%
Barrie Tyler	–	0.00%	50,000	0.08%
Nick Lamb	–	0.00%	50,000	0.08%
Lawrence Cotton	–	0.00%	37,500	0.06%
Kate McCarthy	–	0.00%	25,000	0.04%
Total:	16,750,868	29.27%	23,145,868	36.38%

The Panel has agreed, however, to waive the obligation to make a general offer that would otherwise arise as a result of the exercise of the Warrants, subject to the approval of the Independent Shareholders. Accordingly, resolution 3 is being proposed at the General Meeting and will be taken on a poll. Any member of the Haddeo Concert Party who is also a Shareholder will not be entitled to vote on the resolution.

Following exercise of the Warrants, the members of the Haddeo Concert Party will between them be interested in shares carrying 30 per cent or more of the Company's voting share capital but will not hold shares carrying more than 50 per cent of such voting rights and for so long as they continue to be treated as acting in concert any further increase in the aggregate interest in shares will be subject to the provisions of Rule 9.

Further details concerning the members of the Haddeo Concert Party and their respective interests in the Company are set out in paragraph 6.3 of Part III of this document.

7. General Meeting

The notice convening the General Meeting of the Company to be held at Union Street, Heckmondwike, West Yorkshire WF16 0HL on 27 August 2010 at 10.00 a.m. is enclosed at the end of this document. The purpose of this meeting is to seek Shareholders' approval of the Resolutions set out in the notice of the General Meeting.

The Resolutions to be proposed at the General Meeting (and the Directors' reasons for them) are as follows:

Resolutions 1, 2, 3, 4 and 5 will be proposed as separate ordinary resolutions and Resolutions 6 and 7 will be proposed as separate special resolutions. The ordinary resolutions will be passed if more than 50 per cent of the votes cast are in favour. The special resolutions will be passed if at least 75 per cent of the votes cast are in favour.

The Directors' reasons for proposing the first Resolution is to enable the Company to draw down the Loan, which, as explained in paragraph 4 of this letter, is a related party transaction requiring Shareholder approval under the Listing Rules.

The Directors' reasons for proposing the second Resolution is to enable the Company to issue the Warrants, which, as explained in paragraph 4 of this letter, is a related party transaction requiring Shareholder approval under the Listing Rules.

The Directors' reasons for proposing the third Resolution is to seek approval from the Independent Shareholders regarding a waiver of the obligation, which may fall on the Haddeo Concert Party (or any member of it), to make a Mandatory Offer under Rule 9 of the City Code (a "Rule 9 Waiver"), further details of which are set out in paragraph 6 of this letter. In order to comply with the Takeover Code, Resolution 3 will be taken on a poll and any member of the Haddeo Concert Party who is also a Shareholder has undertaken not to vote on this resolution.

The Directors' reasons for proposing the fourth Resolution, which is subject to the passing of the first, second and third Resolutions, is to effect the Capital Reorganisation, details of which are set out in paragraph 5 of this letter. The purpose of this Resolution is to enable the Directors to allot New Ordinary Shares on any exercise of the Warrants. The Directors currently have no specific plans to allot relevant securities otherwise than on exercise of the Warrants. The approval of Shareholders is required pursuant to the Companies Act and article 11 of the Company's articles of association.

The Directors' reason for proposing the fifth Resolution, which is subject to the passing of the first, second, third and fourth Resolutions, is to seek a new authority from Shareholders to enable the Directors to allot relevant securities pursuant to section 551 of the Companies Act up to a maximum nominal amount of £125,000, representing approximately 22 per cent of the Company's issued share capital. The Directors intend to use this additional authority to grant the Warrants to the Lenders, subject to Shareholder approval, shortly following the General Meeting.

The Directors' reason for proposing the sixth Resolution, which is subject to the passing of the first, second, third, fourth, fifth and seventh Resolutions, is to seek authority from Shareholders to disapply statutory pre-emption rights in relation to the allotment of equity securities pursuant to section 570 of the Companies Act. If approved, this Resolution will authorise the Directors to allot shares up to a maximum nominal amount of £125,000 (representing approximately 22 per cent of the Company's issued share capital) without offering these shares to existing Shareholders first. The Directors intend to use this additional authority to grant the Warrants to the Lenders, subject to Shareholder approval, shortly following the General Meeting.

The authority granted pursuant to the fifth and sixth Resolutions will expire at the next annual general meeting of the Company, but the Directors can make offers and enter into agreements which would, or might, need shares to be allotted and rights to be granted after that expiry.

The Directors' reason for proposing the seventh Resolution, which is subject to the passing of the fourth Resolution, is that they propose amendments to the Company's Articles in order to effect the Capital Reorganisation and therefore require approval from Shareholders pursuant to the Companies Act.

8. Action to be taken

You will find enclosed with this document a Form of Proxy for use at the General Meeting or at any adjournment thereof. Whether or not you intend to be present in person at the General Meeting, you are requested to complete and sign the Form of Proxy in accordance with the instructions printed on it and return it as soon as possible, but in any event so as to be received no later than 10.00 a.m. on 25 August 2010 by Capita Registrars, PXS, 34 Beckenham Road, Beckenham, Kent BR3 4TU. The lodging of the Form of Proxy will not preclude you from attending and voting at the General Meeting in person if you so wish.

Only holders of Ordinary Shares may vote at the General Meeting.

CREST Shareholders who are CREST-sponsored members should refer to their CREST sponsors regarding the action to be taken in connection with this document, the Rule 9 Waiver, the Related Party Transactions and the Capital Reorganisation.

If you have any doubt as to what action you should take, you should seek your own financial advice from your stockbroker, solicitor or other independent financial adviser duly authorised under FSMA who specialises in advice on the acquisition of shares and other securities immediately.

9. Further information

Your attention is drawn to the further information set out in Part III “Additional Information” of this document and to the Notice of General Meeting set out at the end of this document. You are advised to read the whole of this document and not rely solely on the information contained in this letter.

10. Recommendation

The Board has received financial advice from Evolution in relation to the Fundraising, the Rule 9 Waiver, the Related Party Transactions and the Capital Reorganisation. In providing advice to the Board, Evolution has taken into account the Board’s commercial assessment of the Group’s funding requirements.

The Board, having been so advised by Evolution, believes that the entry into the Loan is fair and reasonable as far as Shareholders are concerned. Haddeo will, given the related party nature of the Loan, not vote on Resolution 1 authorising the Directors to draw down the Loan. Haddeo has taken all reasonable steps to ensure that its associates will also not vote on Resolution 1.

The Board, having been so advised by Evolution, believes that the issue of the Warrants is fair and reasonable as far as Shareholders are concerned. Haddeo will, given the related party nature of the Warrants, not vote on Resolution 2 authorising the Directors to issue the Warrants. Haddeo has taken all reasonable steps to ensure that its associates will also not vote on Resolution 2.

The Board, having been so advised by Evolution, believes that the Rule 9 Waiver is fair and reasonable and in the best interests of the Independent Shareholders and the Company as a whole. In accordance with the Code, members of the Haddeo Concert Party who are also Shareholders will not vote on the Whitewash Resolution.

The Board, having been so advised by Evolution, considers the Fundraising, the Rule 9 Waiver, the Related Party Transactions, the Capital Reorganisation and each of the associated Resolutions to be fair and reasonable and in the best interests of the Shareholders and the Company as a whole.

The Board unanimously recommends Shareholders to vote accordingly in favour of the Resolutions, as the Directors intend to do in respect of their own beneficial holdings amounting, in aggregate, to 40,000 Ordinary Shares, representing approximately 0.06 per cent of the Company’s issued share capital.

Yours sincerely

Martin Temple
Chairman

PART II

FINANCIAL INFORMATION ON 600 GROUP

Incorporation of relevant information by reference

The information listed below relating to 600 Group is hereby incorporated by reference into this document.

No Information

Source of Information

1. Turnover, net profit or loss before and after taxation, the charge for tax, extraordinary items, minority interests, the amount absorbed by dividends and earnings and dividends per share for 600 Group for the 53 week period ended 3 April 2010, 52 week period ended 28 March 2009 and the 52 week period ended 29 March 2008 including prior period comparatives for the 52 week period ended 31 March 2007

600 Group Annual Report and Accounts for the 53 week period ended 3 April 2010, Consolidated Income Statement on page 24.
<http://www.600group.com/corporate/august2010shareholdercircular/reportandaccounts2010>

If you are reading this document in hard copy, please enter the below web address in your web browser to be brought to the relevant document. If you are reading this document in soft copy, please click on the web address below to be brought to the relevant document.

600 Group Annual Report & Accounts for the 52 week period ended 28 March 2009, Consolidated Income Statement on page 22.

If you are reading this document in hard copy, please enter the below web address in your web browser to be brought to the relevant document. If you are reading this document in soft copy, please click on the web address below to be brought to the relevant document.

<http://www.600group.com/corporate/august2010shareholdercircular/reportandaccounts2009>

600 Group Annual Report & Accounts for the 52 week period ended 29 March 2008, Consolidated Income Statement on page 24.

If you are reading this document in hard copy, please enter the below web address in your web browser to be brought to the relevant document. If you are reading this document in soft copy, please click on the web address below to be brought to the relevant document.

<http://www.600group.com/corporate/august2010shareholdercircular/reportandaccounts2008>
2. A statement of the assets and liabilities shown in the audited accounts for 600 Group for the 53 week period ended 3 April 2010

600 Group Annual Report & Accounts for the 53 week period ended 3 April 2010, Consolidated Balance Sheet on page 26.

If you are reading this document in hard copy, please enter the below web address in your web browser to be brought to the relevant document. If you are reading this document in soft copy, please click on the web address below to be brought to the relevant document.

<http://www.600group.com/corporate/august2010shareholdercircular/reportandaccounts2010>
3. A cash flow statement as provided in the audited accounts for 600 Group for the 52 week period ended 3 April 2010

600 Group Annual Report & Accounts for the 53 week period ended 3 April 2010, Consolidated Cash Flow Statement on page 28.

If you are reading this document in hard copy, please enter the below web address in your web browser to be brought to the relevant document. If you are reading this document in soft copy, please click on the web address below to be brought to the relevant document.

<http://www.600group.com/corporate/august2010shareholdercircular/reportandaccounts2010>
4. Significant accounting policies together with any points from the notes to the accounts which are of major relevance to an appreciation of the figures

600 Group Annual Report & Accounts for the 53 week period ended 3 April 2010, the Notes to the Accounts on pages 29 to 74.

If you are reading this document in hard copy, please enter the below web address in your web browser to be brought to the relevant document. If you are reading this document in soft copy, please click on the web address below to be brought to the relevant document.

<http://www.600group.com/corporate/august2010shareholdercircular/reportandaccounts2010>

The results for 600 Group for the 53 week period ended 3 April 2010, for the 52 week period ended 28 March 2009 and for the 52 week period ended 29 March 2008 are available free of charge in “read only” format and can be printed from the 600 Group website at www.600group.com. Recipients may request a copy of the information incorporated by reference into this document in hard copy form. Hard copies of this information will not be sent to recipients of this document unless requested. Hard copies of this information may be obtained from the Company’s registered office at Union Street, Heckmondwike, West Yorkshire, United Kingdom WF16 0HL, telephone number +44 (0) 1924 415 000.

Information in relation to 1, 2 and 3 above has not been published in an inflation adjusted form.

PART III

ADDITIONAL INFORMATION

1. RESPONSIBILITY

The Directors, whose names appear on page 5, and the Company accept responsibility for the information contained in this document and that, to the best of their knowledge and belief (having taken all reasonable care to ensure that such is the case), the information contained in the document is in accordance with the facts and, where appropriate, does not omit anything likely to affect the import of such information.

Haddeo and RHPS accept responsibility for the information contained in this document relating to them, their respective immediate families and persons connected with them, and for the information relating to the Haddeo Concert Party attributed to the Haddeo Concert Party in respect of the Haddeo Concert Party's intentions. To the best of their knowledge and belief (having taken all reasonable care to ensure that such is the case), the information contained in this document for which they are responsible is in accordance with the facts and, where appropriate, does not omit anything likely to affect the import of such information.

The remaining members of the Haddeo Concert Party, excluding Haddeo and RHPS, accept responsibility for the information contained in this document relating to their respective interests and holdings, and the interests and holdings of their respective immediate families and persons connected with them, disclosed in the Company. To the best of their knowledge and belief (having taken all reasonable care to ensure that such is the case), the information contained in this document for which they are responsible is in accordance with the facts and, where appropriate, does not omit anything likely to affect the import of such information.

2. INFORMATION ON THE GROUP

2.1 Incorporation and principal place of business

2.1.1 The Company was incorporated and registered in England and Wales (where it remains domiciled) on 26 March 1924 under the Companies Act 1908 to 1917 as a private company limited by shares with registration number 196730 under the name "The George Cohen Sons and Company Limited".

2.1.2 The Company became a public company in 1947.

2.1.3 The Company subsequently changed its name on 25 September 1956 to "The George Cohen 600 Group Limited", again on 11 August 1975 to "The 600 Group Limited" and finally on 6 October 1981 to "The 600 Group PLC".

2.1.4 The Company's registered office and principal place of business is at Union Street, Heckmondwike, West Yorkshire, United Kingdom WF16 0HL.

3. SUBSTANTIAL SHAREHOLDINGS

3.1 As at 2 August 2010 (the latest practicable date prior to the publication of this document), the Company had been notified under the Disclosure and Transparency Rules of the following interests representing three per cent or more of the Company's issued share capital:

<i>Name</i>	<i>Number of Ordinary Shares</i>	<i>Percentage of issued share capital</i>
Haddeo Partners LLP	16,125,868	28.18%
Gartmore Investment Management	5,219,602	9.12%
Legal & General Investment Management	4,040,455	7.06%
Schroder Investment Management	3,671,320	6.41%
Maland Pension Fund Trustees	2,026,367	4.00%
Barclays Stockbrokers Limited	2,000,000	3.54%

- 3.2 Save as disclosed in paragraph 5.1 of this Part III, the Directors are not aware of any person who as at 2 August 2010 (being the latest practicable date prior to the publication of this document), directly or indirectly, has an interest in Ordinary Shares which represents three per cent or more of the Company's issued share capital.

4. INFORMATION ON THE HADDEO CONCERT PARTY

4.1 *Haddeo Partners LLP*

Haddeo was established as a limited liability partnership incorporated in the UK on 18 March 2010. Haddeo was incorporated with the purpose of holding investments in companies, such as the investment in Ordinary Shares referred to in paragraph 6.3 of this Part III. Haddeo has no other non-cash assets as at the date of this document. Haddeo's registered office is located at 42 Berkeley Square, London W1J 5AW.

Haddeo's members are Mr Paul Dupee, Mr Alexander Dupee, Bessemer Trust, J O Hambro, SEB Asset Management SA, Pictet Private Equity Investors SA and Mr Brian Fitzgerald.

4.2 *Rupert Hambro & Partners Limited Pension Scheme*

RHPS is providing £100,000 of the Loan and will receive 500,000 Warrants. The registered address of RHPS is 118 New Bond Street, London W1S 1EW. The directors of RHPS include Mr Rupert Nicholas Hambro. Mr Hambro is also a director of J O Hambro, which, as stated in paragraph 4.1 of this Part III, is a member of Haddeo. Because of these common directorships of Mr Hambro, the Panel has deemed that RHPS is acting in concert with Haddeo for the purposes of the Code.

4.3 *WH Ireland*

WH Ireland is currently a connected adviser to Haddeo and has therefore been deemed by the Panel to be a member of the Haddeo Concert Party. WH Ireland's registered office is 11 St James's Square, Manchester M2 6WH.

The following individuals (including their immediate families and related trusts) are also deemed by the Panel to be a member of the Haddeo Concert Party by virtue of their employment with WH Ireland and their participation in the Loan:

	<i>Loan participation £</i>	<i>No. Warrants issued</i>	<i>Address</i>
Harry Ansell	73,500	367,500	5th Floor, 24 Martin Lane, London EC4 0DR
Philip Haydn Slater	50,000	250,000	5th Floor, 24 Martin Lane, London EC4 0DR
Rupert Lowe	50,000	250,000	5th Floor, 24 Martin Lane, London EC4 0DR
Dan Bristowe	10,000	50,000	5th Floor, 24 Martin Lane, London EC4 0DR
Barrie Tyler	10,000	50,000	St Andrew's House, 24 St Andrews Crescent, Cardiff CF10 3DD
Nick Lamb	10,000	50,000	5th Floor, 24 Martin Lane, London EC4 0DR
Lawrence Cotton	7,500	37,500	5th Floor, 24 Martin Lane, London EC4 0DR
Kate McCarthy	5,000	25,000	St Andrew's House, 24 St Andrews Crescent, Cardiff CF10 3DD

- 4.4 The beneficial interests of each member of the Haddeo Concert Party in the current issued share capital of the Company and its enlarged share capital upon exercise of the Warrants under certain assumptions have been provided in paragraph 6.3 of this Part III.

5. INTENTIONS OF THE HADDEO CONCERT PARTY

- 5.1 The Haddeo Concert Party is not intending to seek any changes to the Board and have confirmed that their intention is that, following any increase in their proportionate shareholding, as a result of any exercise of the Warrants or otherwise, the business of the Company would be continued in substantially the same manner as at present, with no major changes. With this in mind, there will be no repercussions on employment or the location of the Company's places of business and no redeployment of the Company's fixed assets. The Haddeo Concert Party is also not intending to prejudice the existing employment rights, including pension rights, of any of the employees or management of the Group nor to procure any material change in the conditions of employment of any such employees or management.

6. INTERESTS AND DEALINGS

- 6.1 For the purposes of this paragraph 6:

“acting in concert” has the meaning attributed to it in the Takeover Code.

“arrangement” includes any indemnity or option arrangements, and 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.

“connected adviser” has the meaning attributed to it in the Takeover Code.

“connected person” has the meaning attributed to it in section 252 of the 2006 Act.

“control” means an interest, or interests in shares carrying in aggregate 30 per cent or more of the voting rights attributable to the share capital of a company which are currently exercisable at a General Meeting, irrespective of whether such interest or interests give *de facto* control.

“dealing” or “dealt” includes the following:

- (a) the acquisition or disposal of relevant securities, of the right (whether conditional or absolute) to exercise or direct the exercise of voting rights attached to relevant securities, or of general control of relevant securities;
- (b) the taking, granting, acquisition, disposal, entering into, closing out, termination, exercise (by either party) or variation of an option (including a traded option contract) in respect of any relevant securities;
- (c) subscribing or agreeing to subscribe for relevant securities;
- (d) the exercise of conversion of any relevant securities carrying conversion or subscription rights;
- (e) the acquisition of, disposal of, entering into, closing out, exercise (by either party) of any rights under, or variation of, a derivative referenced, directly or indirectly, to relevant securities; or
- (f) entering into, terminating or varying the terms of any agreement to purchase or sell relevant securities; and
- (g) any other action resulting, or which may result, in an increase or decrease in the number of relevant securities in which a person is interested or in respect of which he has a short position.

“derivative” includes any financial product whose value in whole or in part is determined directly or indirectly by reference to the price of an underlying security but which does not include the possibility of delivery of such underlying security.

“disclosure date” means 2 August 2010, being the latest practicable date prior to the posting of this document.

“disclosure period” means the period commencing on 3 August 2009, being the date 12 months prior to the date of the posting of this document and ending on the disclosure date.

“exempt principal trader” or “exempt fund manager” has the meaning attributed to it in the Takeover Code.

being “interested” in relevant securities includes where a person:

- (a) owns relevant securities;
- (b) has the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to relevant securities or has general control of them;
- (c) by virtue of any agreement to purchase, option or derivative, has the right or option to acquire relevant securities or call for their delivery or is under an obligation to take delivery of them, whether the right, option or obligation is conditional or absolute and whether it is in the money or otherwise; or
- (d) is party to any derivative whose value is determined by reference to its price and which results, or may result, in his having a long position in it.

“paragraph 1 associate” means, in relation to a company, its parent, subsidiaries and fellow subsidiaries, their associated companies, and companies of which such parent, subsidiaries, fellow subsidiaries or associated companies are associated companies (for this purpose, ownership or control of 20 per cent or more of the equity share capital of a company is regarded as the test of “associated company” status).

“relevant securities” means shares in the Company (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof.

“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 obligation or right to require another person to purchase or take delivery.

- 6.2 As at the close of business on the disclosure date, the interests of the Directors and their immediate families, related trusts and the interests of persons connected with them in the issued share capital of the Company were as follows:

	<i>No. Ordinary Shares</i>	<i>Percentage of issued share capital</i>
Martin Temple	20,000	0.03
David Norman	–	–
Martyn Wakeman	–	–
Christopher Cundy	–	–
Stephen Rutherford	20,000	0.03

As at the close of business on the disclosure date, the interests of the Directors in options and awards over relevant securities under share schemes are as follows:

<i>Director</i>	<i>Scheme¹</i>	<i>No. of Ordinary Shares over which options or awards are held</i>	<i>Exercise price (pence)</i>	<i>Date of Grant</i>	<i>Exercise Period</i>
D Norman	PSP	1,061,358	Nil	25 August 2009	24 August 2012 to 24 August 2019
D Norman	Approved Section ²	184,615	16.25p	25 August 2009	24 August 2012 to 24 August 2019
M Wakeman	PSP	213,158	Nil	31 March 2008	30 March 2011 to 30 March 2018
M Wakeman	PSP	669,230	Nil	25 August 2009	24 August 2012 to 24 August 2019
M Wakeman	Approved Section ²	184,615	16.25p	25 August 2009	24 August 2012 to 24 August 2019

Notes to the above table:

- (1) The awards under the schemes are subject to performance conditions based on total shareholder return and earnings per share target achievements.
- (2) These share options were granted under the Company's 2009 Performance Share Plan Approved Section ("Approved Section") on similar terms to the Company's Performance Share Plan ("PSP") awards. At the time of exercise, but only to the extent that there is a gain on the options granted under the Approved Section, PSP options will be forfeited to the same value.

6.3 As at the close of business on the disclosure date, the interests of the members of the Haddeo Concert Party and their immediate families, related trusts and the interests of persons connected with them in the issued share capital of the Company (and showing the effect on those interests as if the Warrants were exercised on the assumptions that (i) no other changes to the issued share capital occur; (ii) 6,395,000 New Ordinary Shares are issued pursuant to exercise of the Warrants by the Haddeo Concert Party and no other Lender exercises its Warrants) were as follows:

<i>Haddeo Concert Party member</i>	<i>No. Ordinary Shares currently held</i>	<i>Percentage of current issued share capital</i>	<i>No. New Ordinary Shares following exercise of Warrants</i>	<i>Percentage of Enlarged Share Capital following exercise of the Warrants</i>
Haddeo	16,125,868	28.18%	20,175,868	31.71%
RHPS	–	0.00%	500,000	0.79%
WH Ireland (as discretionary manager)	–	0.00%	765,000	1.20%
Harry Ansell	312,500	0.545%	680,000	1.07%
Philip Haydn-Slater	312,500	0.545%	562,500	0.88%
Rupert Lowe	–	0.00%	250,000	0.39%
Dan Bristowe	–	0.00%	50,000	0.08%
Barrie Tyler	–	0.00%	50,000	0.08%
Nick Lamb	–	0.00%	50,000	0.08%
Lawrence Cotton	–	0.00%	37,500	0.06%
Kate McCarthy	–	0.00%	25,000	0.04%
Total:	16,750,868	29.27%	23,145,868	36.38%

6.4 Save as disclosed below, as at the close of business on the disclosure date, none of the Haddeo Concert Party had dealt in the Ordinary Shares of the Company during the disclosure period.

<i>Name</i>	<i>Date</i>	<i>Nature of transaction</i>	<i>No. Ordinary Shares</i>	<i>Price per Ordinary Share (pence)</i>
Haddeo	19 March 2010	Purchase	16,125,868	21.50
Philip Haydn-Slater	29 March 2010	Purchase	75,000	21.50
	31 March 2010	Purchase	112,500	21.50
	13 April 2010	Purchase	25,000	21.00
	14 April 2010	Purchase	100,000	21.50
Harry Ansell	29 March 2010	Purchase	75,000	21.50
	31 March 2010	Purchase	112,500	21.50
	13 April 2010	Purchase	25,000	21.00
	14 April 2010	Purchase	25,000	21.50
	14 April 2010	Purchase	75,000	21.50

6.5 As at the close of business on the disclosure date, save as disclosed in paragraphs 6.2 to 6.4 of this Part III:

- (i) none of the members of the Haddeo Concert Party or their associates had a right to subscribe for, or had any short position in relation to, any Ordinary Shares;

- (ii) none of the directors of the Haddeo Concert Party or their associates had any interest in or a right to subscribe for, or had any short position in relation to, any Ordinary Shares, nor had they dealt in any Ordinary Shares;
- (iii) no other person acting in concert with the Haddeo Concert Party had any interest in or a right to subscribe for, or had any short position in relation to, any Ordinary Shares, nor had they dealt in any Ordinary Shares during the disclosure period;
- (iv) neither the Haddeo Concert Party nor any person acting in concert with the Haddeo Concert Party had borrowed or lent any Ordinary Shares, save for any borrowed Ordinary Shares which have been on-lent or sold;
- (v) neither the Company nor any of the Directors (including any members of such Directors' respective immediate families, related trusts or connected persons) had any interests in or right to subscribe for, or had any short position in relation to, any shares in any member of the Haddeo Concert Party being a corporate body (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (included traded options) in respect thereof;
- (vi) none of the Directors (including any members of such Directors' respective immediate families, related trusts or connected persons) had any interests in or right to subscribe for, or had any short position in relation to, Ordinary Shares in the Company and securities convertible into, rights to subscribe for and options (included traded options) in respect thereof;
- (vii) no other persons (including any members of such persons' respective immediate families, related trusts or connected persons) acting in concert with the Company had any interests in or right to subscribe for, or had any short position in relation to, Ordinary Shares in the Company and securities convertible into, rights to subscribe for and options (included traded options) in respect thereof; and
- (viii) no person acting in concert with the Company has borrowed or lent any Ordinary Shares, save for any borrowed Ordinary Shares which have been on-lent or sold.

7. MATERIAL CONTRACTS

The following contracts are all: (i) material contracts (not being contracts entered into in the ordinary course of business) which have been entered into within the two years prior to the date of this document by the Group; or (ii) contracts (not being contracts entered into in the ordinary course of business) entered into at any time by the Group (or to be entered into in connection with the Fundraising) which contain provisions under which the Group has an obligation or entitlement which is or may be material to the Group as at the date of this document:

7.1 *Loan Agreement*

On the date of this document, the Company entered into an agreement with the Lenders in relation to a loan of £2.5 million for working capital purposes (the "Loan Agreement"). The Loan Agreement is conditional upon Shareholder approval. Pursuant to the terms of the Loan Agreement, the Loan may be repaid, without penalty, at any time during a term of five years from completion of the Loan Agreement following approval of the Resolutions by the Shareholders.

The principal amount of the Loan is £2.5 million and the rate of interest payable by the Company is fixed at 8 per cent per annum calculated on a simple, non-compounding, basis. Subject to approval of the Resolutions by the Shareholders, a one-off arrangement fee equal to 4 per cent of the principal amount of the Loan shall be paid in cash to WH Ireland at completion of the Loan Agreement for facilitating the participation of the Lenders in the Loan.

The Loan contains limited representations, covenants and defaults and is subordinated to any amounts owing under the overdraft facilities provided to the Group by HSBC (details of which are set out in sub-paragraphs 7.3 and 7.4 of this Part III).

7.2 **Warrant Instrument**

As a condition of the Loan Agreement, the Company has agreed to enter into the Warrant Instrument pursuant to which the Lenders will receive the Warrants granting the Lenders subscription rights for up to (in aggregate) 12,500,000 New Ordinary Shares at 20 pence each in the capital of the Company. The Warrants may be exercised, in whole or in part, at any time and from time to time during the five years from completion of the Warrant Instrument following approval of the Resolutions by the Shareholders.

The Warrants will be freely transferable and, under the terms of the Warrant Instrument, the holder of the Warrants will be entitled to certain anti-dilution rights to take effect in the event of a discounted rights issue of shares in the capital of the Company, which provide a mechanism for reducing the 20 pence exercise price of each Warrant in relation to and in proportion to the amount of discount applied to such rights issue. Further, the holder of the Warrants will be entitled to participate in certain returns to Shareholders (other than dividends paid in the usual course), subject to them paying the relevant exercise price in respect of the Warrants outstanding at that time.

On any exercise of the Warrants, or part thereof, the Company may be required under the Prospectus Rules to publish a Prospectus in the appropriate form to all members of the Company.

The Warrant Instrument contains other terms customary for an agreement of this nature.

7.3 **Bank Facilities**

On 3 March 2010, certain members of the Group entered into a banking facilities agreement with HSBC Bank Plc (the “Bank”) (the “Overdraft Facility Agreement”). Under the terms of the Overdraft Facility Agreement, the Bank had made available to certain members of the Group a collective sterling net overdraft and multi-currency overdraft facility of up to £3,500,000 in total (reduced under the agreed terms of the Overdraft Facility Agreement to £3,000,000 with effect from 15 April 2010) (the “Overdraft Facility”).

7.4 **Extension to existing Bank Facilities**

On 6 July 2010, certain members of the Group entered into an agreement (the “New Overdraft Facility Agreement”) with the Bank to renew the Overdraft Facility until 24 May 2011 on the same, or substantially similar, terms as entered into with the Bank on 3 March 2010 save that the Bank agreed to extend the borrowing limit on the New Overdraft Facility by a further £500,000 until 31 August 2010 (the “New Overdraft Facility”).

Under the terms of the New Overdraft Facility Agreement, certain members of the Group paid an overdraft renewal fee to the Bank in that amount which is 1.25 per cent of the £3,500,000 Overdraft Facility borrowing limit.

The overdraft margin under the New Overdraft Facility Agreement was agreed by the Company at 4 per cent above base rate on all overdraft borrowings up to £3,000,000, with an increased rate of 4.50 per cent above base rate payable on that amount of overdraft borrowing between £3,000,000 and £3,500,000.

The New Overdraft Facility is on demand.

As part of the arrangements relating to the Overdraft Facility Agreement, the Company was required by The Pensions Regulator to grant security, on the same terms as that granted to the Bank, to the trustees of the 600 Group Pension Scheme.

7.5 **HSBC Debenture**

Each member of the Group has entered into a cross guarantee and a debenture with HSBC Bank plc in relation to the Overdraft Facility.

7.6 *Debenture*

As a condition to the Loan Agreement, the Group has agreed to enter into a cross guarantee and a debenture with the Lenders in relation to the Loan.

7.7 *Second Intercreditor*

As a condition to the Loan Agreement, the Group has agreed to enter into an agreement with the Lenders, HSBC Bank plc and the Trustees of the 600 Group Pension Scheme agreeing to the priorities or enforcement of the various security over the Group. It was agreed that HSBC Bank plc will have priority up to the lesser of its debt and £7,500,000. Thereafter, the Lenders will have priority up to the lesser of their debt and £2,500,000 (although the Lenders and HSBC Bank plc can agree to increase this figure to up to £4,500,000 provided that the aggregate of HSBC Bank plc and the Lenders' priority over the trustees of the 600 Group Pension Scheme does not exceed £10,000,000) and, thereafter, the trustees of the 600 Group Pension Scheme will have priority.

8. DIRECTORS' SERVICE CONTRACTS

8.1 Details of the service contracts or letters of appointment to the Directors are set out below:

<i>Name (Position)</i>	<i>Date of service contract/ letter of appointment</i>	<i>Initial Term Expiry Date</i>	<i>Holiday Entitlement (days)</i>	<i>Notice period</i>	<i>Annual basic salary/fees as at the date of this document (£)</i>	<i>Value of benefits in kind as at the date of this document (£)</i>	<i>Compensation payable on termination of contract (£)</i>
Martin Temple ¹ (Chairman)	01/04/2007	1 year rolling term (initial term expired on 01/04/2010)	n/a	three months	60,000 ³	–	• ⁵
David Norman ¹ (Chief Executive)	03/02/2009	1 year rolling term	33	six months ²	230,000 ³	15,409 ⁴	• ⁵
Martyn Wakeman ¹ (Finance Director)	02/10/2006	1 year rolling term	33	six months ²	145,000 ³	12,814 ⁴	• ⁵
Stephen Rutherford ¹	01/10/2007	01/10/2010	n/a	three months	33,000 ³	–	• ⁵
Christopher Cundy ¹	01/08/2009	01/08/2012	n/a	three months	33,000 ³	–	• ⁵

Notes to the above table:

(1) David Norman and Martyn Wakeman are both executive directors with service contracts in place with the Company and are eligible to participate in (i) a discretionary bonus scheme, that is linked to the achievement of annual financial and personal performance targets, subject to a maximum cash bonus opportunity of 40 per cent of basic annual salary, (ii) the Group's 'Sharesave' scheme (until its termination earlier in the year) and (iii) the Group's 'Performance Share Plan'.

Martin Temple, Stephen Rutherford and Christopher Cundy are all non-executive directors and do not have service contracts nor are they eligible for pension scheme contributory membership nor participation in the Group bonus schemes, share option or incentive schemes.

(2) In the event of a change of control of the Company, notice period is increased to 12 months.

(3) Individual salaries/fees of Directors are reviewed annually by the remuneration committee/board and adjusted by reference to individual performance and market factors.

(4) Benefits in kind include (i) a car allowance (ii) medical insurance for self and family (iii) permanent health insurance and (iv) personal accident insurance.

(5) No specific termination provisions. In the case of early termination, the Company would negotiate compensation on an individual basis taking into account salary and other benefits.

8.2 Save as disclosed in paragraph 8.1 of this Part III above, no service agreements or letters of appointment which remain in force have been entered into by the Company and the Directors and no existing service agreements between the Company and any Director have been amended or replaced during the 6 months prior to 2 August 2010 (the latest practicable date prior to the date of this document).

8.3 There will be no new incentivisation arrangement put in place following the Fundraising.

9. SIGNIFICANT CHANGE

9.1 There has been no significant change or known material change in the financial or trading position of the Group since 3 April 2010, being the date to which the last audited financial information of the Company was prepared.

10. CONSENTS

10.1 Evolution Securities Limited has given and has not withdrawn its written consent to the inclusion in this document of the reference to its name in the form and context in which it is included.

11. MIDDLE MARKET QUOTATIONS

11.1 Set out below are the closing middle-market quotations for the Ordinary Shares, as derived from the Daily Official List of the London Stock Exchange, for the first dealing day of each of the six months immediately preceding the date of this document, including 2 August 2010 (being the last practicable date prior to the publication of this document).

<i>Date</i>	<i>Price per Ordinary Share (pence)</i>
2 August 2010	18.0
1 July 2010	19.75
1 June 2010	21.0
4 May 2010	21.25
1 April 2010	21.25
1 March 2010	16.75

12. GENERAL

12.1 There is no agreement, arrangement, or understanding (including any compensation arrangement) between the Haddeo Concert Party and any person acting in concert with any of them and any of the Directors (or their close relatives or related trusts) having any connection with or dependence upon the proposals set out in this document.

12.2 No agreement, arrangement or understanding exists whereby the Warrants or, for that matter, the New Ordinary Shares issued to the Haddeo Concert Party on exercise of the Warrants, will be transferred to any other persons.

13. DOCUMENTS AVAILABLE FOR INSPECTION

13.1 Copies of the documents listed below may be inspected free of charge either at the offices of the Company at Union Street, Heckmondwike, West Yorkshire, United Kingdom, WF16 0HL and at the offices of Pinsent Masons LLP, 1 Park Row, Leeds LS1 5AB during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) or at the web addresses indicated below in “read only” format from the date of publication of this document until the close of the General Meeting and will also be available for inspection at the General Meeting for at least 15 minutes before, and during the General Meeting:

13.1.1 the Memorandum and Articles of Association of the Company (<http://www.600group.com/corporate/august2010shareholdercircular/memo&arts>);

- 13.1.2 the proposed amendments to the Articles of Association (<http://www.600group.com/corporate/august2010shareholdercircular/memo&artsproposedamends>);
- 13.1.3 the audited consolidated accounts of the Group for the 52 week period ended 28 March 2009 and 53 week period ended 3 April 2010 (<http://www.600group.com/corporate/august2010shareholdercircular/reportandaccounts2009>; <http://www.600group.com/corporate/august2010shareholdercircular/reportandaccounts2010>);
- 13.1.4 the Directors' service contracts and agreements for the services of the Directors referred to in paragraph 8 of this Part III (<http://www.600group.com/corporate/august2010shareholdercircular/directorservicecontracts>);
- 13.1.5 the material contracts referred to in paragraph 7 of this Part III (<http://www.600group.com/corporate/august2010shareholdercircular/materialcontracts>);
- 13.1.6 the written consent referred to in paragraph 10 of this Part III (<http://www.600group.com/corporate/august2010shareholderscircular/consentletter>); and
- 13.1.7 this document (<http://www.600group.com/corporate/august2010shareholdercircular/shareholdercircular>).

Dated: 3 August 2010

PART IV

DEFINITIONS AND GLOSSARY OF KEY TERMS

“600 Group” or “Company”	The 600 Group PLC
“£” or “sterling”	pounds sterling, the lawful currency of the UK
“Board” or “Directors”	the members of the board of directors of the Company listed on page 5 of this document
“Capita Registrars”	a trading name of Capita Registrars Limited
“Capital Reorganisation”	the proposed reorganisation of the Ordinary Shares into New Ordinary Shares and Deferred Shares, as more particularly described in this document
“CNC”	Computer Numerically Controlled
“Companies Act”	the Companies Act 2006
“CREST”	the relevant system (as defined in the Regulations) in respect of which Euroclear UK and Ireland Limited is the operator (as defined in the Regulations)
“CREST Manual”	the rules governing the operation of CREST, consisting of the CREST Reference Manual, CREST International Manual, CREST Central Counterparty Service Manual, CREST Rules, Registrars Service Standards, Settlement Disciplines Rules, CCSS Operations Manual, Daily Timetable, CREST application Procedures and CREST Glossary of Terms (all defined in the CREST Glossary of Terms promulgated by Euroclear on 15 July 1996 and as amended since)
“CREST member”	a person who has been admitted to Euroclear as a system member (as defined in the CREST Regulations)
“CREST participant”	a person who is, in relation to CREST, a system-participant (as defined in the CREST Regulations)
“CREST Regulations” or “Regulations”	the Uncertificated Securities Regulation 2001 (SI 2001/3755), 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
“Deferred Shares”	the non-voting deferred shares of 24 pence each in the capital of the Group to be created as a result of the Capital Reorganisation, and “Deferred Share” means any one of them
“DTR”	UKLA Disclosure and Transparency Rules in accordance with section 73(A) of FSMA, as amended from time to time
“Enlarged Share Capital”	the issued share capital of the Company as enlarged by the admission to trading of the New Ordinary Shares following the completion of the Fundraising assuming the full exercise of all the Warrants

“Evolution”	Evolution Securities Limited, financial adviser to the Company in respect of the Fundraising
“Form of Proxy”	the form of proxy for use in connection with the General Meeting being sent to Shareholders with this document
“FSA”	the UK Financial Services Authority
“FSMA”	Financial Services and Markets Act 2000 (as amended)
“Fundraising”	the Company’s plans to raise additional funds through the Loan
“General Meeting”	the general meeting of the Company to be held at Union Street, Heckmondwike, West Yorkshire WF16 0HL on 27 August 2010 at 10.00 a.m., notice of which is set out on page 28 of this document
“Group”	The 600 Group PLC and its subsidiaries (if any)
“Haddeo”	Haddeo Partners LLP
“Haddeo Concert Party”	means Haddeo, RHPS, WH Ireland and the employees of WH Ireland named in paragraph 4.3 of Part III of this document including their immediate families and related trusts
“HSBC”	HSBC Bank plc
“Independent Shareholders”	all of the Shareholders excluding Haddeo and any other Lender to the extent that they are holders of the Company’s issued share capital carrying voting rights (and only to such extent)
“J O Hambro”	J O Hambro Limited
“Lenders”	Haddeo and the other lenders to the Company pursuant to the Loan Agreement, and “Lender” means one of them
“Listing Rules”	the listing rules made by the UK Listing Authority for the purpose of Part VI of FSMA
“Loan”	the £2.5 million term loan to be provided by the Lenders on the terms set out in the Loan Agreement
“Loan Agreement”	the loan facility agreement constituting the Loan entered into by the Company pursuant to which the Lenders agree to make available to the Company a secured term loan of £2,500,000, subject to the passing of the Resolutions
“London Stock Exchange”	London Stock Exchange plc
“Mandatory Offer”	from Rule 9 of the Code
“New Ordinary Shares”	the New Ordinary Shares of one penny each in the capital of the Company following sub-division of the Ordinary Shares as a result of the Capital Reorganisation, and “New Ordinary Share” means one of them
“Official List”	the Official List of the UK Listing Authority
“Ordinary Shares”	existing ordinary shares of 25 pence each (or, as appropriate, following the Capital Reorganisation, New Ordinary Shares of one penny each) in the capital of the Company, and “Ordinary Share” means one of them

“Panel” or “Takeover Panel”	the Panel on Takeovers and Mergers
“Prospectus”	a prospectus prepared in accordance with the Prospectus Rules and the Listing Rules of the UKLA
“Prospectus Rules”	the FSA Prospectus Rules made by the FSA pursuant to section 73A of the FSMA
“Related Party Transactions”	the entering into of the Loan and the grant of the Warrants
“Resolutions”	the resolutions set out in the notice of General Meeting at the end of this document
“RHPS”	Rupert Hambro & Partners Limited Pension Scheme
“Shareholders”	holders of Ordinary Shares (or, as appropriate, following the Capital Reorganisation, New Ordinary Shares or Deferred Shares) and “Shareholder” means any of them
“SIPP”	self-invested pension scheme
“Takeover Code” or “Code”	the City Code on Takeovers and Mergers
“UK”	United Kingdom
“UK Listing Authority” or “UKLA”	the FSA acting in its capacity as the competent authority for the purposes of FSMA
“US” or “USA”	the United States of America, its territories and dependencies
“Warrants”	the warrants to be granted to the Lenders on the terms set out in the Warrant Instrument, giving them the right to subscribe for up to an aggregate of 12,500,000 New Ordinary Shares at a price of 20 pence per New Ordinary Share
“Warrant Instrument”	the warrant instrument to be executed by the Company pursuant to which, subject to the passing of the Resolutions, the Warrants are constituted
“WH Ireland”	WH Ireland Limited, a wholly owned subsidiary of WH Ireland Group PLC
“Whitewash Resolution” or “Whitewash”	the ordinary resolution of the Independent Shareholders concerning the waiver of obligations under Rule 9 of the Code to be proposed at the General Meeting as set out in the notice of the General Meeting at the end of this document

THE 600 GROUP PLC

(Incorporated and registered in England and Wales with registered number 196730)

NOTICE OF GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT a **GENERAL MEETING** of The 600 Group PLC (the “**Company**”) will be held at Union Street, Heckmondwike, West Yorkshire WF16 0HL on 27 August 2010 at 10.00 a.m. for the following purposes:

ORDINARY RESOLUTIONS

To consider and, if thought fit, to pass the following resolutions which will be proposed as ordinary resolutions:–

1. **THAT**, the entering into by the Company of the Loan (as such term is defined in the Circular of which this notice of General Meeting forms part (“**the Circular**”)) with Haddeo Partners LLP (“**Haddeo**”), a substantial shareholder of the Company and others, be and is hereby approved as a related party transaction for the purposes of the Listing Rules.
2. **THAT**, warrants to subscribe for 12,500,000 New Ordinary Shares at a price of 20 pence each (the “**Warrants**”, representing approximately 18 per cent of the Company’s Enlarged Share Capital, as described in the Circular) on the terms set out in the Warrant Instrument (as such term is defined in the Circular) to be granted to, amongst others, Haddeo, be and is hereby approved as a related party transaction for the purposes of the Listing Rules.
3. **THAT**, that the waiver granted by The Takeover Panel of the obligation that would otherwise arise on members of the Haddeo Concert Party to make a general offer to the shareholders of the Company pursuant to Rule 9 of the Takeover Code as a result of the issue of shares to them pursuant to exercise of the Warrants, as described in the Company’s Circular to Shareholders of which this notice forms part, be and is hereby approved.

Note: In order to comply with the Takeover Code, resolution 3 will be taken on a poll and any member of the Haddeo Concert Party who is also a Shareholder has undertaken not to vote on this resolution.

4. **THAT**, subject to and conditional upon the passing of the resolutions numbered 1, 2 and 3 set out in this notice of General Meeting:
 - (a) each ordinary share of twenty-five pence each in the share capital of the Company in issue as at the date of this meeting shall be sub-divided and converted into one new ordinary share of one penny each in the capital of the Company (the “**New Ordinary Shares**”), having the same rights and being subject to the restrictions (save as to nominal value) set out in the existing articles of association of the Company and forming one class of shares with the unissued ordinary shares of one penny each created pursuant to sub-paragraph (b) below, and one deferred share of 24 pence (the “**Deferred Share**”), such Deferred Share having the rights and being subject to the restrictions set out in the resolution numbered 7 below; and
 - (b) each of the authorised but unissued ordinary shares of 25 pence in the capital of the Company shall be sub-divided and converted into 25 ordinary shares of one penny each and forming one class of shares with the New Ordinary Shares created pursuant to sub-paragraph (a) above.
5. **THAT**, subject to and conditional upon the passing of the resolutions numbered 1, 2, 3 and 4 set out in this notice of General Meeting, the Directors be and they are hereby generally and unconditionally authorised for the purposes of section 551 of the Companies Act 2006 (the “**Act**”) to exercise all the powers of the Company to allot shares in the Company or grant rights to subscribe for or to convert any security into shares in the Company up to an aggregate nominal amount of £125,000, **PROVIDED THAT** (unless previously revoked, varied or renewed) this authority shall be for a period expiring on the conclusion of the Company’s next Annual General Meeting after the passing of this resolution save that the Company may, before such authority expires, make an offer or agreement which would or might require such shares to be allotted, or such rights to be granted, after such expiry and the Directors may allot such shares or grant such rights in pursuance of such offer or agreement as if such power had not expired. This authority is in addition to all subsisting authorities, to the extent unused.

SPECIAL RESOLUTIONS

To consider and, if thought fit, to pass the following resolutions which will be proposed as special resolutions:

6. **THAT**, subject to and conditional upon the passing of all other resolutions set out in this notice of General Meeting, the Directors be and they are hereby empowered pursuant to section 570 of the Act to allot equity securities (within the meaning of section 560 of the Act) for cash pursuant to the authority conferred by resolution 5 **PROVIDED THAT** (unless previously revoked, varied or renewed) this power shall be limited to the allotment of equity securities up to an aggregate nominal amount of £125,000 (as if section 561 of the Act did not apply to any such allotment) to be exercised pursuant to the provisions of the Warrant Instrument and to expire on the conclusion of the Company's next Annual General Meeting after the passing of this resolution save that the Company may, before such authority expires, make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities in pursuance of any such offer or agreement as if such power had not expired. This authority is in addition to all subsisting authorities, to the extent unused.

7. **THAT**, subject to and conditional upon the passing of resolution 4 set out in this notice of General Meeting, the articles of association of the Company (the "**Articles of Association**") be and are hereby amended by:

7.1. the insertion of the following definitions into Article 2 as follows:

"**Deferred Shares** means the deferred shares of 24 pence each in the capital of the Company as further described in Article 3.2 (and "Deferred Share" means one of them).", to be inserted after the definition "Companies Act";

"**Ordinary Shares** means the ordinary shares of one penny each in the capital of the Company" (and "Ordinary Share" means one of them), to be inserted after the definition "Office";

7.2. the insertion of a new Article 3.2 as follows:

"3.2 The Deferred Shares shall have the following rights, and subject to the following restrictions:

(a) A Deferred Share:

(i) does not entitle its holder to receive any dividend or other distribution or (save as referred to in (ii) below) return of capital and shall not be entitled to any further right of participation in the assets of the Company;

(ii) entitles its holder on a return of capital on a winding up of the Company limited to the repayment of the amount paid up or credited as paid up on such share but only after the payment of capital paid up on each share of the Company and the further payment of £10,000,000 on each such Ordinary Share;

(iii) does not entitle its holder to receive a share certificate in respect of the relevant shareholding, save as required by law;

(iv) does not entitle its holder to receive notice of, nor to attend, speak or vote at, any general meeting of the Company unless a resolution to wind up the Company is proposed;

(v) does not entitle its holder to any further participation in the capital, profits or assets of the Company.

(b) The Deferred Shares shall not be capable of transfer at any time other than with the prior written consent of the Directors of the Company.

- (c) The Company may at its option and is irrevocably authorised at any time after the creation of the Deferred Shares to:
- (i) appoint any person to act on behalf of any holder of a Deferred Share, without obtaining the sanction of the holder, to transfer any or all of such shares held by such holder for nil consideration to any person appointed by the Directors of the Company to be the custodian of such shares;
 - (ii) without obtaining the sanction of the holder, but subject to the Companies Act:
 - (A) purchase any or all of the Deferred Shares then in issue and to appoint any person to act on behalf of all holders of Deferred Shares to transfer and to execute a transfer of all the Deferred Shares to the Company for an aggregate consideration of one penny payable to one of the holders of Deferred Shares to be selected by lot (who shall not be required to account to the holders of the other Deferred Shares in respect of such consideration); and
 - (B) cancel any Deferred Share without making any payment to the holder.
- (d) Any offer by the Company to purchase the Deferred Shares may be made by the Directors of the Company depositing at the registered office of the Company a notice addressed to such person as the Directors shall have nominated on behalf of the holders of the Deferred Shares.
- (e) The rights attaching to the Deferred Shares shall not be, nor shall be deemed to be, varied, abrogated or altered by:
- (i) the creation or issue of any shares ranking in priority to the Deferred Shares;
 - (ii) the Company reducing its share capital;
 - (iii) the cancellation of any Deferred Share without any payment to the holder thereof; or
 - (iv) the redemption or purchase of any share, whether a Deferred Share or otherwise,
- and, accordingly, no consent thereto or sanction thereof by the holders of the Deferred Shares, or any of them, shall be required.”

BY ORDER OF THE BOARD

Alan Myers
Company Secretary
3 August 2010

Registered office:
Union Street
Heckmondwike
West Yorkshire
WF16 0HL

NOTES

1. A member entitled to attend and vote at the meeting is also entitled to appoint a proxy or proxies to attend, speak and vote instead of him. 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. Appointment of a proxy will not preclude a member from attending and voting in person at the meeting.
2. To be valid, the Form of Proxy or other instrument appointing a proxy and, if relevant, the power of attorney or other authority under which it is signed (or a notarially certified copy of such power or authority) must be received by Capita Registrars at the address stated on the Form of Proxy, Capita Registrars, PXS, 34 Beckenham Road, Beckenham, Kent BR3 4TU not less than 48 hours before the time for holding the Meeting. A Form of Proxy is enclosed with this notice.
3. 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 available at www.euroclear.com/CREST. 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.
4. 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 & Ireland Limited's ("Euroclear UK & Ireland") 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 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 issuer's agent (ID RA10) by the latest time for the receipt of proxy appointments specified in note 2 above. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by CREST application host) from which the issuer'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.
5. CREST members and, where applicable, their CREST sponsors, or voting service providers should note that Euroclear UK and Ireland does not make available special procedures in CREST for any particular message. Normal system timing 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 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 systems and timing.
6. 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.
7. Any corporation which is a member can appoint one or more corporate representatives who may exercise on its behalf all of its powers as a member, provided that they do not do so in relation to the same shares.
8. In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose seniority is determined by the order in which the names of the holders stand in the register of members in respect of the joint holding.
9. To be entitled to attend and vote at the Meeting (and for the purposes of determination by the Group of the votes they may cast), a person must be entered on the Register of Members of the Group at 6.00 pm on 25 August 2010 or, if the Meeting is adjourned, 6.00 p.m. on the date two days before the date for the adjourned Meeting. Changes to entries on the Register of Members after that time will be disregarded in determining the right of any person to attend or vote at the Meeting.
10. If you are a person who has been nominated under section 146 of the Companies Act 2006 to enjoy nomination rights (a "Nominated Person") you may, under an agreement between you and the member of the Group who has nominated you, have a right to be appointed (or have someone else appointed) as a proxy for the Meeting. If you do not have such a proxy appointment right, or you do but do not wish to exercise it, you may under any such agreement have a right to give instructions to the member who has appointed you as to the exercise of voting rights.
11. If you are a Nominated Person, the statement of the rights of members in relation to the appointment of proxies in paragraphs 1 and 2 above does not apply. Such rights can only be exercised by registered member of the Group.
12. As at 2 August 2010 (being the latest business day prior to the publication of this notice) the Group's issued share capital consisted of 57,233,679 ordinary shares of 25 pence ("shares" and each "a share"). The Company does not hold any shares in treasury.
13. Any member attending the Meeting has the right to ask questions. The Group 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, (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 Group or the good order of the Meeting that the question be answered.
14. A copy of this notice and other information required by s311A of the Companies Act 2006 can be found at www.600group.com. You may not use any electronic address provided within this notice or any related documents (including the Form of Proxy) to communicate with the Company other than as expressly stated.

