

RPG

6 November 2009

Our ref: RMW/KR/PA506

Royce Peeling Green
Limited
The Copper Room
Dove Centre
Trinity Way
Manchester M3 7BG

T 0161 608 0000
F 0161 608 0001

E info@rpg.co.uk
www.rpg.co.uk

**Business Recovery
and Insolvency**

**Direct Tel: 0161 608 0002
Direct Fax: 0161 608 0003**

When telephoning please ask for Keith Robson

TO THE SHAREHOLDERS

Dear Sirs

ParOS PLC Proposed Company Voluntary Arrangement (CVA)

I write to advise that I have been contacted by the directors of the above company with regard to a proposed CVA.

A copy of the Proposals and my report thereon are enclosed together with a notice of the members meeting to be held on 2 December 2009 and forms of proxy. If you are unable to attend the meeting, please complete the forms of proxy and forward them to Capita Registrars, Proxy Department, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU.

If the proposals are approved by creditors they provide for a dividend to unsecured creditors of 100 pence in the £, subject to the assumptions therein, taking into account the estimated costs of the arrangement.

For the reasons described in the proposals in the event of liquidation it is likely there will be only a small dividend to unsecured creditors.

Should you require any further information or explanation, please contact Keith Robson of this office.

Yours faithfully



**R M WITHINSHAW
NOMINEE**

**Roderick M Withinshaw is a Licensed Insolvency Practitioner
Authorised by the Institute of Chartered Accountants in England & Wales**

Offices in North Wales
and London.

Registered in England
and Wales No. 4516297

Registered office:
The Copper Room,
Dove Centre, Trinity Way,
Manchester, M3 7BG

A list of directors is
available from the company's
registered office.

IN THE MATTER OF THE INSOLVENCY ACT 1986

AND

IN THE MATTER OF PAROS PLC

**IN THE MANCHESTER HIGH COURT
OF 2009**

NO

NOTICE is hereby given pursuant to Section 3 of the Insolvency Act 1986, that a Meeting of Members has been summoned by the Nominee in the above matter for the purposes mentioned in Sections 3 and 4 of the said Act. The Meeting will be held on 2 December 2009 at 2.00 p.m. at Horwath Clark Whitehill LLP, Arkwright House, Parsonage Gardens, Manchester M3 2HP.

The Report of the nominee in this matter has been lodged with the Manchester High Court.

A copy of the Company's Proposals and Statement of Affairs are enclosed, together with the Nominee's Report commenting on the Proposals.

A Form of Proxy is also enclosed which should be completed and returned to Capita Registrars by the date of the Meeting if you cannot attend the Meeting and wish to be represented. It is requested that this is lodged at the offices of Capita Registrars, Proxy Department, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU by no later than 11 a.m. on 30 November 2009.

Dated this 6th day of November 2009



**RODERICK MICHAEL WITHINSHAW
NOMINEE**

RPG

Royce Peeling Green
Limited
The Copper Room
Deva Centre
Trinity Way
Manchester M3 7BG

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6 November 2009

Our ref: RMW/KR/PN/PA506
Your ref:

TO THE CREDITORS

When telephoning please ask for Keith Robson

Dear Sirs

ParOS PLC Proposed Company Voluntary Arrangement (CVA)

I write to advise that I have been contacted by the directors of the above company with regard to a proposed Company Voluntary Arrangement.

A copy of the Proposals and my report thereon are enclosed together with a notice of the creditors meeting to be held on 2 December 2009 and forms of proxy and proof of debt. Please complete the forms of proxy and proof of debt and return them to this office.

If the proposals are approved by creditors they provide for a dividend to unsecured creditors of 100 pence in the £, subject to the assumptions therein, taking into account the estimated costs of the arrangement.

For the reasons described in the proposals in the event of liquidation it is likely there will be only a small dividend to unsecured creditors.

We should be grateful if you could avoid taking or enforcing any legal action pending the outcome of the creditors' meeting.

Should you require any further information or explanation, please contact Keith Robson of this office.

Thank you for your co-operation in this matter.

Yours faithfully



**R M WITHINSHAW
NOMINEE**

**Roderick M Withinshaw is a Licensed Insolvency Practitioner
Authorised by the Institute of Chartered Accountants in England & Wales**

Offices in North Wales
and London.

Registered in England
and Wales No. 4816267

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The Copper Room,
Deva Centre, Trinity Way,
Manchester, M3 7BG.

A list of directors is
available from the company's
registered office.

ParOS PLC

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APPENDIX A

IN THE MATTER OF THE INSOLVENCY ACT 1986

AND

IN THE MATTER OF PAROS PLC

IN THE MANCHESTER HIGH COURT NO OF 2009

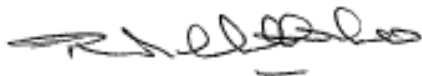
NOTICE is hereby given pursuant to Section 3 of the Insolvency Act 1986, that a Meeting of Creditors has been summoned by the Nominee in the above matter for the purposes mentioned in Sections 3 and 4 of the said Act. The Meeting will be held on 2 December 2009 at 11.00 a.m. at Horwath Clark Whitehill LLP, Arkwright House, Parsonage Gardens, Manchester M3 2HP.

The Report of the nominee in this matter has been lodged with the Manchester High Court.

A copy of the Company's Proposals and Statement of Affairs are enclosed, together with the Nominee's Report commenting on the Proposals.

A Form of Proxy is also enclosed which should be completed and returned to me by the date of the Meeting if you cannot attend the Meeting and wish to be represented. It is requested that this is lodged at the offices of Royce Peeling Green Limited, The Copper Room, Deva Centre, Trinity Way, Manchester M3 7BG by no later than 12.00 noon on 1 December 2009. In order to be entitled to vote at the Meeting you must have given to me, either before or at the Meeting details in writing of your claim.

Dated this 6th day of November 2009



RODERICK MICHAEL WITHINSHAW
NOMINEE

APPENDIX A1

VOLUNTARY ARRANGEMENTS

A CREDITORS GUIDE TO INSOLVENCY PRACTITIONERS' FEES

STATEMENT OF INSOLVENCY PRACTICE 9

1. INTRODUCTION

- 1.1 In a Voluntary Arrangement, as in other types of Insolvency, the amount of money available for creditors is likely to be affected by the level of costs, including the remuneration of the Insolvency Practitioner appointed to implement the arrangement. This guide explains how fees are fixed in voluntary arrangements, how the creditors can affect the level of fees, and the information which should be made available to them regarding fees.

2. THE VOLUNTARY ARRANGEMENT PROCEDURE

- 2.1 Voluntary arrangements are available to both companies and individual debtors. Company Voluntary Arrangements are often referred to as CVAs, and individual voluntary arrangements as IVAs.
- 2.2 The procedure is similar for both CVAs and IVAs and enables the company or individual to put a proposal to their creditors for a composition in satisfaction of their debts or a scheme of arrangement of their affairs. A composition is an agreement under which creditors agree to accept a certain sum of money in settlement of the debts due to them. A CVA may be used as a stand-alone procedure or as an exit route from an administration. It may also be used where a company is in liquidation, but this is extremely rare. The proposal will be made by the directors, the administrator or the liquidator, depending on the circumstances. A proposal for an IVA may be made by a debtor whether or not he is already subject to bankruptcy proceedings. The proposal will be considered by creditors at a meeting convened for that purpose. The procedure is extremely flexible and the form which the voluntary arrangement takes will depend on the terms of the proposal agreed by the creditors. In both CVAs and IVAs the proposal must provide for an Insolvency Practitioner to supervise the implementation of the arrangement. Until the proposal is approved by the creditors, the Practitioner is known as the Nominee. If the proposal is approved, the Nominee (or if the creditors choose to replace him, his replacement) becomes the Supervisor.

3. Fees, Costs and Charges – Statutory Provisions

- 3.1 The fees, costs, charges and expenses which may be incurred for the purpose of a voluntary arrangement are set out in the Insolvency Rules 1986 (Rule 1.28 for CVAs and Rule 5.28 for IVAs). They are:-

any disbursements made by the Nominee prior to the approval of the arrangement, and any remuneration for his

service agreed between himself and the company (or the administrator or liquidator, as the case may be) or the debtor (or the official receiver or trustee, where the debtor is subject to bankruptcy proceedings);

any fees, costs, charges or expenses which:-

- are sanctioned by the terms of the arrangement (see below), or
- would be payable or correspond to those which would be payable, in an administration, winding up or bankruptcy (as the case may be).

VOLUNTARY ARRANGEMENTS – A CREDITORS GUIDE TO INSOLVENCY PRACTITIONERS’ FEES (continued)

3.2 The rules also require the following matters to be stated or otherwise dealt with in the proposal (Rule 1.3 for CVAs and Rule 5.3 for IVAs).

The amount proposed to be paid to the Nominee (as such) by way of remuneration and expenses, and the manner in which it is proposed that the Supervisor of the arrangement should be remunerated and his expenses defrayed.

4. The Role of the Creditors

4.1 It is for the creditors’ meeting to decide whether to agree the terms relating to remuneration along with the other provisions of the proposal. The creditors’ meeting has the power to modify any of the terms of the proposal (with the consent of the debtor in the case of an IVA), including those relating to the fixing of remuneration. The Nominee should be prepared to disclose the basis of his fees to the meeting if called upon to do so. Although there are no further statutory provisions relating to remuneration in voluntary arrangements, the terms of the proposal may provide for the establishment of a committee of creditors and may include among its functions the fixing of the Supervisor’s remuneration.

5. What Information should the Creditors Receive?

5.1 Whether the basis of the Supervisor’s remuneration is determined at the meeting which approves the arrangement or by a committee of creditors, the Supervisor, or proposed Supervisor should provide details of the charge-out rates of all grades of staff, including principals, which are likely to be involved on the case.

5.1.1 Staff are currently charged out at an hourly rate, details of which are as follows -

	£
Officer Holder (Appointment Taker)	201
Manager	120-155
Administrator	60-100
Support Staff	57-62

5.2 Where the Supervisor's fees are to be agreed by a committee of creditors during the course of the arrangement, the Supervisor should provide sufficient supporting information to enable the committee to form a judgement as to whether the proposed fee is reasonable having regard to all the circumstances of the case, and should always provide an up to date receipts and payments account. Where the fee is to be charged on a time basis the Supervisor should disclose the amount of time spent on the case and the charge out value of the time spent, together with such additional information as may reasonably be required having regard to the size and complexity of the case and the functions conferred on the Supervisor under the terms of the arrangement. The additional information should comprise a sufficient explanation of what the Supervisor has achieved and how it was achieved to enable the value of the exercise to be assessed and to establish that the time has been properly spent on the case.

VOLUNTARY ARRANGEMENTS – A CREDITORS GUIDE TO INSOLVENCY PRACTITIONERS' FEES (continued)

5.3 Where the basis of the remuneration of the Supervisor as set out in the proposal does not require any further approvals by the creditors or any committee of creditors, the Supervisor should specify the amount of remuneration he has drawn in accordance with the provisions of the proposal in his subsequent reports to creditors on the progress of the arrangement. Where the fee is based on time costs he should also provide details of the time spent and charge-out value to date and any material changes in the rates charged for the various grades since the arrangement was approved. He should also provide such additional information as may be required in accordance with paragraph 5.2.

5.4 Where the Supervisor proposes to recover costs which, whilst being in the nature of expenses or disbursements, may include an element of shared or allocated costs (such as room hire, document storage or communication facilities provided by the Supervisor's own firm), they must be disclosed and be authorised by those responsible for approving his remuneration. Such expenses must be directly incurred on the case and subject to a reasonable method of calculation and allocation.

5.4.1 The current level of costs recharged are detailed below -

Room Hire	Nil *
Postage (Dependent on weight) Reporting to Creditors	Prevailing postal rates
Stationery (photocopying per sheet)	£0.10
Mileage (per mile)	£0.40
Storage of Archive Boxes (per month per box)	£0.28
Destruction of Archive Boxes	£2.50
Company Searches	£4.00
Swear Fee	£7.00
Land Registry Searches	£3.00

*if meetings are not held at the offices of Royce Peeling Green Limited the actual charge of the Room Hire will be levied on the case.

6 Provision of information – additional requirements

6.1 In any case where the nominee or supervisor is appointed on or after 1 April 2005 he must provide certain information about the time spent on the case, free of charge, upon request by specified persons. The persons entitled to ask for this information are -

- any creditor in the case;
- where the arrangement relates to a company, any director or contributory of that company;
- where the arrangement relates to an individual, that individual.

The information which must be provided is –

- the total number of hours spent on the case by the insolvency practitioner or staff assigned to the case;
- for each grade of staff, the average hourly rate at which they are charged out;
- the number of hours spent by each grade of staff in the relevant period.

6.2 The period for which the information must be provided is the period from appointment to the end of the most recent period of six months reckoned from the date of the nominee's or supervisor's appointment, or where he has vacated office, the date that he vacated office.

APPENDIX B

NOTES REGARDING VOTING RULES AT CREDITORS MEETING

1. The approval of the Proposal, or any modification to it, requires a majority in excess of three-quarters in value of Creditors present in person or by Proxy and voting on the resolution (Rule 1.19(1)).

2. A Creditor may not vote in the following circumstances:
 - (i) Where written notice of the claim is not given at or before the Meeting;
 - (ii) Where the claim, or part of it, is secured;
 - (iii) Where the claim, or part of it, is on or secured by a bill of exchange or promissory note, unless all antecedent debtors are treated as security and the value of such security is deducted from the claim for voting purposes (Rule 1.19(3)).

3. A resolution is invalid if more than half of the value of Creditors voting vote against it, counting in such Creditors only those:
 - (i) To whom Notice of the Meeting was sent;
 - (ii) Who are not left out of account under Note (2) above,
 - (iii) Who are not, to the best of the Chairman's belief, associates of the Company (Rule 1.19(4)).

APPENDIX C

IN THE MANCHESTER HIGH COURT

NO.

IN THE MATTER OF THE INSOLVENCY ACT 1986

AND

IN THE MATTER OF PAROS PLC

**NOMINEES' REPORT TO THE COURT UNDER SECTION 2(2)
OF THE INSOLVENCY ACT 1986
ON THE PROPOSALS OF THE DIRECTORS OF
PAROS PLC
FOR A COMPANY VOLUNTARY ARRANGEMENT
IN SATISFACTION OF THE DEBTS
OF THE COMPANY ("the Proposals")**

I, Roderick Michael Withinshaw, Licensed Insolvency Practitioner of Royce Peeling Green Limited, The Copper Room, Deva Centre, Trinity Way, Manchester M3 7BG, hereby report to the Court on the Proposals as follows:

1. I act as Nominee for the purposes of the Proposals put forward by the Directors, for a Company Voluntary Arrangement with the Creditors of the Company, in satisfaction of its debts.
2. As required by Section (1) of the Insolvency Act 1986 and Rules 1.4 and 1.5 of the Insolvency Rules 1986, the Directors have submitted Proposals to me. These were enclosed in their Notice dated 5 November 2009 together with the Estimated Statement of Affairs as at 5 November 2009, and notes relating thereto. A copy of the Notice is appended to this Report, Appendix C1.

3. The Statement of Affairs as at 5 November 2009, which is not earlier than two weeks before the date of the Notice of Proposals was served on me.
4. The last draft Audited Accounts of the Business are for the year to 31 December 2008 and are attached to the proposal.
5. I must emphasise that I have not verified the financial information upon which the Proposal and Statement of Affairs are based, and no independent confirmations have been sought from the company's Bankers, Debtors, Creditors or Solicitors. I have, of necessity, relied upon explanations and opinions as expressed by the Directors. However, Creditors' interests are safeguarded after the commencement of the Voluntary Arrangement as, if it is discovered in the course of the Voluntary Arrangement that the financial information provided was misleading to Creditors in a material way, the Supervisor will be entitled to apply to the Court for a Winding-Up Order in relation to the Company.
6. I have considered with the Directors the alternatives to the attached Proposals and it appears to be that any other course of action will substantially reduce the likelihood of any dividend payment to Creditors.

It is anticipated that if the estimated figures on the statement of affairs are achieved, then the Preferential Creditors (if any) will be paid in full and Unsecured Creditors should receive a dividend of 100p in the £ during the period of the Arrangement.

If the Company went into Liquidation or Administration, then it would almost certainly no longer be able to trade. In those circumstances, pursuit of the claim against Worldlink Group plc would be difficult and the only revenue likely to be achieved would arise from future royalties from Ariston Solutions Limited. I believe that in these circumstances the dividend for the unsecured creditors would be significantly reduced.

7. In the Company Voluntary Arrangement it is proposed that the Supervisor is remunerated on a time cost basis, together with reimbursement of his expenses, including those of his employees and any Agents instructed by him. For the purposes of this Proposal it is assumed that the Supervisor's duties shall be confined to the standard review procedures defined within this Proposal. In the event that additional duties arise, further costs will be incurred which may reduce the dividend prospects for Creditors. Any such increase will be notified to Creditors in the Supervisor's Annual Report.
8. I have appraised the assumptions used by the Directors in the preparation of the estimated outcome statements for creditors. I confirm that they should be achievable if a settlement with Worldlink Group plc is agreed.
9. The directors attribute the failure and insolvency of the company to a number of factors, but in particular, the inability to obtain a major contract and attract further investors, and the failure to complete the acquisition of Worldlink Group plc.
10. At present the Company has received the following Winding Up Petition:

	£
Isosceles Finance Limited	10,221.11

At a hearing on 7 October 2009 the petition was adjourned until 16 December 2009 to allow the Company time to propose a Company Voluntary Arrangement and hold the respective meetings of creditors and members.

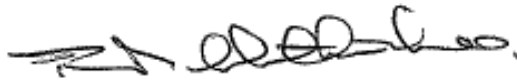
11. I confirm that I am not aware of any conflict which would prevent me from acting as Nominee or Supervisor in relation to the company by virtue of any material professional relationship with the company, the directors, shareholders or any associates thereof.
12. In view of my comments above, in my opinion the proposed Voluntary Arrangement has a reasonable prospect of being approved and

implemented and the Proposals should be put to a Meeting of Creditors.

13. I am further of the opinion that the Meeting of Creditors should be summoned to commence at 11.00 a.m. on 2 December 2009 at Horwath Clark Whitehill Arkwright House, Parsonage Gardens, Manchester M3 2HP to consider the Proposals. This Meeting will then be followed by a Meeting of Members at 2.00 p.m.

15. The Notices convening the Meetings of Creditors and Members together with supporting documentation will be sent to the Members and to all Creditors of the Company.

Signed

A handwritten signature in black ink, appearing to read 'R M Withinshaw', written over a horizontal line.

R M Withinshaw

Endorsement

The Report was filed in Court on

APPENDIX C1

IN THE MATTER OF THE INSOLVENCY ACT 1986
AND
IN THE MATTER OF PAROS PLC

IN THE MANCHESTER HIGH COURT NO OF 2009

RE: PAROS PLC - THE COMPANY

NOTICE OF INTENDED NOMINEE
PURSUANT TO RULE 1.4 OF THE INSOLVENCY RULES 1986

TO: RODERICK MICHAEL WITHINSHAW

OF

ROYCE PEELING GREEN LIMITED
THE COPPER ROOM
DEVA CENTRE
TRINITY WAY
MANCHESTER M3 7BG

In accordance with the provisions of Rule 1.4 of the Insolvency Rules 1986, there is annexed hereto a copy of the Directors Proposals for a Voluntary Arrangement dated the 5 November 2009 prepared in accordance with the provisions of Part I of the Insolvency Act 1986 and Rule 1.3 of the Insolvency Rules 1986.

Signed.....

Director

Dated 5 November 2009

I, Roderick Michael Withinshaw, hereby confirm that I have received this Notice and the said Proposals on the 5th November 2009 and agree to act as the Nominee for the purposes of the Proposed Company Voluntary Arrangement.

Signed.....

Dated this 5th day of November 2009

APPENDIX D

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to the action you should take, you are recommended to seek your own independent financial advice from a stockbroker, bank manager, solicitor, accountant or other financial adviser authorised under the Financial Services and Markets Act 2000.

If you are a member and have sold or otherwise transferred all of your Ordinary Shares in ParOS plc ("ParOS") please send this document, together with the accompanying documents, as soon as possible to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for delivery to the purchaser or transferee.

This document does not constitute or form any part of any offer or invitation to sell or issue, or any solicitation of any offer to acquire any Ordinary Shares or other transferable securities in ParOS. Any reproduction of this document, in whole or in part, and any disclosure of its contents, except to the extent such information is otherwise publicly available, or use of any information it contains for any purpose other than considering the resolutions is prohibited.

**ParOS plc
and
each of its CVA CREDITORS
(as defined herein)**

A COMPANY VOLUNTARY ARRANGEMENT (under Part I of the Insolvency Act 1986)

This document has been prepared solely to inform creditors and members of ParOS plc of proposals for a Company Voluntary Arrangement ("CVA"). Nothing in this Proposal should be relied upon for any other purpose. Your attention is drawn to Paragraphs 11 and 12 of Part I (*Introduction*) of this document describing the desirability of the Proposal for creditors and recommending why members should vote in favour of the Proposal.

The action required to be taken by you is set out in Part II (*Action to be taken by CVA Creditors and Members*). Formal notices of the creditors' meeting and members' meeting to approve the CVA, which are to be held at 11.00 a.m. on 2 December 2009 (in the case of the creditors' meeting) and at 2.00 p.m. on 2 December 2009 (in respect of the members' meeting), are included within this Proposal. The relevant Proxy Forms are also amongst the documents received with this Proposal.

For creditors, please complete and return the relevant pink proxy form sent to you with this Proposal in accordance with the instructions set out in it.

For members please complete and return the relevant green proxy form sent to you with this Proposal in accordance with the instructions set out in it.

Issue Date: 6 November 2009

IMPORTANT NOTICE

DIRECTORS

This Proposal has been prepared by the Directors of ParOS pursuant to Part I of the Insolvency Act 1986 solely to inform creditors and members of the Company of their proposals for a company voluntary arrangement.

Nothing in this Proposal should be relied upon for any other purpose including in connection with any investment decision in relation to the debt, securities or any other financial interest of any company in the Group, including for the avoidance of doubt, any decision to buy or sell or not to buy or sell any debt, securities or other financial interest. Any parties making such investment decisions should rely on their own enquiries prior to making such decisions. This Proposal is made in relation to ParOS by the Directors of that Company. Creditors and members should review this Proposal in detail. If you are in any doubt as to the action you should take in connection with the Proposal, or the tax or other consequences of the proposed Arrangements for you, you should contact your legal, tax or other professional advisers.

Section 1, Parts I to V of this Proposal set out a general description of the Proposal and provide a brief summary of the terms of this Proposal. The binding terms of the Proposal are set out in Section 2, Part VI (*Terms of the Company Voluntary Arrangement*).

It is possible that the CVA may not be approved by the requisite majorities of creditors of the Company. The Directors make no representation or warranty and give no undertaking that the CVA in the form described in this Proposal will be implemented within the proposed timescale outlined in this Proposal or at all or that the proposed CVA may not be amended, revoked or suspended. Nothing in this Proposal may be taken as an admission of any fact or matter relating to the Company or relied upon in any litigation involving the Company or constitutes any admission on the part of the Company with respect to any asset to which it may be entitled or with respect to any claim by or against it.

The contents of this document are not to be construed as legal, business or tax advice. Each creditor and shareholder should consult his own independent legal, financial or tax adviser for legal financial or tax advice. This Proposal contains certain statements and statistics that are or may be forward-looking. The accuracy and completeness of such statements is not warranted or guaranteed. These statements typically contain words such as "intends", "expects", "anticipates", "estimates" and words of similar import. By their nature, forward looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. Although the Directors believe the expectations reflected in such statements are reasonable, no assurance can be given that such expectations will prove correct.

Without limiting the generality of the immediately preceding paragraph, all statements contained in this Proposal in relation to estimated outcomes for creditors, whether as a consequence of the Proposal being approved or otherwise, are illustrative only. As they are based on assumptions that necessarily involve a subjective analysis of the matters referred to in this Proposal, they cannot be relied upon as guidance as to the actual outcomes for creditors.

Unless otherwise indicated, the statements contained in this Proposal are made as at 5 November 2009, being the latest practicable time before publication, and reflect the circumstances and the information of which the Directors were aware at that time.

None of the Directors have authorised any person to make any representations concerning the CVA which are inconsistent with the statements contained herein, and if such representations are made, they may not be relied upon as having been so authorised.

NOMINEE

The Nominee in relation to the ParOS CVA is R M Withinshaw of Royce Peeling Green Limited, The Copper Room, Deva Centre, Trinity Way, Manchester, M3 7BG.

In accordance with Section 2 of the Insolvency Act, the Nominee has reviewed the Proposal and reported to the Court that, in his opinion:

- (a) the Proposal has a reasonable prospect of being approved and implemented;
- (b) meetings of the Company and its creditors should be summoned to consider the Proposal;
- (c) the meeting of Creditors of the Company to consider the Proposal should be held at 11.00

a.m. on 2 December 2009 at the offices of Horwath Clark Whitehill LLP, Arkwright House, Parsonage Gardens, Manchester, M3 2HP; and
(d) the meeting of Members of the Company to consider the Proposal should be held at 2.00 p.m. on 2 December 2009 at the offices of Horwath Clark Whitehill LLP, Arkwright House, Parsonage Gardens, Manchester, M3 2HP.

The Nominee is unable to warrant or represent the accuracy or completeness of any information contained within this document, or any information provided by any third party. The Nominee has not authorised any person to make any representations concerning the CVA, and if such representations are made, they may not be relied upon as having been so authorised.

If the CVA is approved the Supervisor will be R M Withinshaw of Royce Peeling Green Limited, The Copper Room, Deva Centre, Trinity Way, Manchester M3 7BG.

SUMMARY OF THE PROPOSAL

The following summary of the Proposal should be read as an introduction to this document only. Any decision as to how to vote should be based on consideration of this document as a whole and not just this summary.

Creditors and shareholders of ParOS have been sent a pack of documents in relation to the proposed company voluntary arrangement on 6 November 2009. In addition, the creditors and shareholders of ParOS have been sent a draft of the annual report and accounts for 2008 and documents relating to the Annual General Meeting (AGM) of the Company to be held at 3.00 p.m. on 2 December 2009 at the offices of Horwath Clark Whitehill LLP, Arkwright House, Parsonage Gardens, Manchester, M3 2HP.

The objectives of the proposed CVA are to restore the viability of the Company's business model and to assist in a return to profitability and an AIM listing and to:

- enable the Creditors of ParOS to be paid from the Royalty Payments due to ParOS from Ariston Solutions Limited ("Ariston") as set out in the Share Purchase Agreement between ParOS and Ariston on 10 March 2008.
- enable the Shareholders and Creditors of ParOS to benefit from the Deferred Payment due to ParOS from Ariston as set out in the Share Purchase Agreement between ParOS and Ariston on 10 March 2008.
- provide time for the Directors and Supervisor to recover the professional fees and costs of ParOS from Worldlink Group plc ("Worldlink"). Under the heads of terms ParOS signed with Worldlink on 25 February 2009 to acquire its business, specific provisions were agreed to be legally binding, including a legal obligation on Worldlink to pay the costs incurred by ParOS relating to the acquisition and, in certain circumstances, a "Break Fee" capped at £150,000.

Throughout the CVA process, ParOS shall continue to trade under the control of its directors, operating as a going concern and pursuing its Investing Strategy with the main investment criteria for the Company in the short and medium term being:

- the engineering sector in the UK, Europe and North America;
- businesses which require little or no funding in excess of the cash resources available to the Company; and
- businesses with sustainable strategies whose growth prospects if achieved will be earnings enhancing for shareholders. The directors continue to seek a suitable acquisition candidate and will update shareholders once further progress is made with this search.

ParOS is not in and will not be in administration as a result of commencing the CVA process.

It is intended that the claims of creditors will be paid in full, following which the remaining assets will be passed back to the company.

To become effective the ParOS CVA requires the approval of in excess of 75% of all unsecured creditors by value present in person or by proxy and voting on the resolution and at least 50% of non-associated creditors by value.

A CVA also requires the approval of more than 50% in value of the Company's members present in person or by proxy and voting at a meeting on the resolution to approve the company voluntary arrangement. However, in accordance with section 4(A) (2) of the Insolvency Act, if the outcome of the meeting of members differs from the outcome of the meeting of the company's creditors, the decision of the creditors will prevail, subject to the right of any member to apply to the Court to challenge the approval of the CVA.

If the CVA is not approved at the relevant meetings or, if approved but subject to any challenge, the Company will no longer be able to trade as a going concern which is likely to result in the appointment of liquidators or administrators.

Your vote on the Proposal is very important. Please take the time to consider the documents that have been sent to you and take appropriate action, including the return of the relevant Proxy Form.

DOCUMENTS RECEIVED

You will have received the following documents:

1. a letter from the Nominee of ParOS
2. notices of meetings
3. draft Annual Report and Accounts for 2008
4. this Proposal, including, within its annexes, the Summary Statement of Affairs for the Company
5. the Nominee's comments on the Proposal
6. three Proxy Forms

There are different coloured and numbered Proxy Forms for the creditors' meeting and members' meetings convened to vote on the CVA and AGM. The following Proxy Forms will be in use at those meetings:

- Green** Proxy Forms apply to ParOS members and bear number "1"
- Pink** Proxy Forms apply to ParOS creditors and bear number "2"
- White** Proxy Forms apply to ParOS members and relate to the AGM

NEXT STEPS

If you are a creditor of ParOS please complete and submit your Pink Proxy form and Proof of Debt to Royce Peeling Green Limited, The Copper Room, Deva Centre, Trinity Way, Manchester, M3 7BG (attention: R M Withinshaw) by 12.00 noon on 1 December 2009.

If you are a member of ParOS and are unable or do not wish to attend the members' meetings, you are requested to submit your Green and White Proxy Forms to Capita Registrars at Proxy Department, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU by 3.00 p.m. on 30 November 2009. This is to give Capita Registrars the time to prepare the proxy schedule for both members' meetings and to meet the Companies Act requirements.

The Board unanimously recommends that both creditors and shareholders vote in favour of the Proposal as the Directors intend to do in respect of their own beneficial holdings in ParOS which amount in aggregate to 54,838,281 ordinary shares representing approximately 11.59% of the existing issued ordinary share capital of ParOS.

Details of how to vote at the meetings and how to make a claim for payments are contained in Part II (*Action to be taken by CVA Creditors and Members*) and Part VI (*Terms of the Company Voluntary Arrangement*) of this Proposal.

KEY DATES AND EXPECTED TIMETABLE OF KEY EVENTS

Event Date

6 November 2009

Dispatch of CVA documents, Proxy Forms and notices of meetings to the CVA Creditors and members.

6 November 2009

Dispatch of draft Annual Report and Accounts 2008 and notice of AGM to members.

30 November 2009

Latest date by 3.00 p.m. for return of Proxy Forms for the purpose of voting at the CVA members' meeting and the AGM.

1 December 2009

Latest date by 12.00 noon for return of Proxy Forms and Proxy and Proof of Debt for the purpose of voting at the Creditors' meeting

2 December 2009

Date of CVA Creditors' Meeting at 11.00 a.m.

2 December 2009

Date of CVA Members' Meeting at 2.00 p.m.

2 December 2009

Date of ParOS Annual General Meeting at 3.00 p.m.

4 December 2009

Anticipated date for chairman of CVA Creditors' and Members' meetings to file reports with the Court under section 4(6) of the Insolvency Act.

16 December 2009

Date of Adjourned Hearing of Winding Up Petition and anticipated dismissal.

31 December 2009

Earliest Implementation Date of the CVA (representing the end of the 28 day challenge period under section 6(3) (a) of the Insolvency Act)

SECTION 1: PROPOSAL

PART I: INTRODUCTION

1. DIRECTORS' PROPOSAL

1.1 Messrs. McHugh and King, the directors of ParOS (the "**Directors**"), propose that the Company enters into a Company Voluntary Arrangement ("CVA") pursuant to Part I of the Insolvency Act 1986.

1.2 The main objectives of the proposed CVA are to restore the viability of the Company's business model and to assist in a return to profitability and an AIM listing and to

1.2.1 enable the Creditors of ParOS to be paid from the Royalty Payments due to ParOS from Ariston Solutions Limited ("Ariston") as set out in the Share Purchase Agreement between ParOS and Ariston dated 10 March 2008 under which within 10 Business Days of the date statutory accounts of Ariston are filed or 31 March in the year following the relevant year end (whichever is earlier) for each financial year starting with the year ending 31 December 2008 and ending with the year ending or current on 31 May 2022 Ariston will pay to ParOS consideration equal to 7% of the gross revenue (which shall include, without limitation, all income, grants, royalties and fees received) of Ariston, as shown in the statutory consolidated accounts of Ariston.

1.2.2 enable the Shareholders and Creditors of ParOS to benefit from the Deferred Payment due to ParOS from Ariston as set out in the Share Purchase Agreement between ParOS and Ariston dated 10 March 2008 under which in the event of:

- a sale of any interest in any shares (whether in one transaction or a series of related transactions) in the issued share capital of Ariston; or
- a sale of a material part of the business or assets (including without limitation, any patents) of Ariston to a Third Party; or
- a Listing of Ariston.

before 1 April 2018, Ariston will pay to ParOS consideration equal to 40% of the Gross Proceeds.

1.2.3 provide time for the Directors and Supervisor to recover the professional fees and costs of ParOS from Worldlink. Under the heads of terms specific provisions were agreed to be legally binding, including a legal obligation on Worldlink to pay the costs incurred by ParOS relating to the acquisition and, in certain circumstances a "Break Fee" capped at £150,000.

1.3 To become effective the CVA requires the approval of in excess of 75% of all unsecured creditors by value present in person or by proxy and voting on the resolution and at least 50% of non-associated creditors by value.

1.4 The CVA also requires the approval of more than 50% in value of the Company's members present in person or by proxy and voting at a meeting on the resolution to approve the company voluntary arrangement. However, in accordance with section 4(A) (2) of the Insolvency Act, if the outcome of the meeting of members differs from the outcome of the meeting of the company's creditors, the decision of the creditors will prevail, subject to the right of any member to apply to the Court to challenge the approval of the CVA

1.5 The Nominee in relation to the ParOS CVA is R M Withinshaw of Royce Peeling Green Limited, The Copper Room, Deva Centre, Trinity Way, Manchester, M3 7BG.

1.6 The purpose of this document is to provide you with information about the background to and reasons for the proposed entry into company voluntary arrangements pursuant to Part I of the Insolvency Act, including information about the terms of such arrangements, to explain why the

directors consider the arrangements to be desirable for creditors and in the best interests of the Company and its shareholders as a whole.

2. BACKGROUND TO AND REASONS FOR THE PROPOSAL

2.1 Parametric Optimization Solutions Limited (“POSL”) became a spinout company from Imperial College London in January 2002. POSL provides ground breaking energy-saving solutions to a range of large scale industries including process engineering, automotive, and, appliances.

2.2 Oak Prospects plc was founded in 2005 and admitted to Ofex on 3 October 2005. The objective of the Company was to acquire or be acquired by, a business or company before 18 November 2006.

2.3 In March 2006 POSL was acquired by Oak Prospects plc which, renamed as ParOS PLC, was admitted to trading on AIM.

2.4 In December 2007 ParOS announced that it was to be granted a US patent for its technology, in addition to the European patent that was granted earlier in the same year and in January 2008, the Company announced that it had been formally granted patents in the UK, France, Germany, Switzerland, Greece and Italy.

2.5 Despite the Company winning a limited number of small development contracts and some European research grants, by March 2008 it had been unable to secure a major contract and, as a result, had not been able to reach a monthly break even cash position. The Trading Subsidiary required significant working capital in order to continue to trade. During the previous six months the Company had been involved in extensive discussions with potential investors with a view to them providing sufficient working capital to enable the Trading Subsidiary to continue to trade. However, despite the efforts of the Board, it had not been able to conclude these discussions.

2.6 In light of these difficulties, the Directors concluded that the Trading Subsidiary could not continue to trade and that its Disposal was in the best interests of the Company and its Members.

2.7 On 11 March 2008 the Company announced that it had entered into a conditional sale and purchase agreement to sell the entire issued share capital of its trading subsidiary to a company owned and controlled by Professor Pistikopoulos for an initial consideration of £1.00 plus certain other deferred amounts;

- 7 per cent. of the gross revenue (including, without limitation, grants and royalties) generated or received by it or its subsidiaries in each of the financial years until the year ending 31 December 2022.
- In addition, in the event that the company owned and controlled by Professor Pistikopoulos procures the sale of a material part of the business and assets (which includes any patents held at that time) or the share capital is admitted to trading on a stock market at any time prior to 1 April 2018, he will pay the Company additional consideration equal to 40 per cent. of the gross proceeds arising.

2.8 ParOS, following the sale of its trading subsidiary on 10 March 2008, began pursuing an Investing Strategy with the main investment criteria for the Company in the short and medium term being:

- the engineering sector in the UK, Europe and North America;
- businesses which require little or no funding in excess of the cash resources available to the Company; and
- businesses with sustainable strategies whose growth prospects if achieved will be earnings enhancing for shareholders.

2.9 On 24 April 2009 ParOS announced that on 25 February 2009 it had signed heads of terms to acquire the business of Worldlink Group plc. The consideration for the business of Worldlink was intended to be satisfied by the issue of new ordinary shares in the capital of ParOS. Under the heads of terms specific provisions were agreed to be legally binding, including a legal obligation on Worldlink to pay the costs incurred by ParOS relating to the acquisition and, in certain circumstances a “Break Fee” capped at £150,000.

2.10 Trading in ParOS shares was suspended on 30 March 2009 under AIM rule 15 as the Company had been unable to complete an appropriate acquisition. The Company announced on 24

April 2009 that its shares would remain suspended until an admission document containing full details of the proposed acquisition of Worldlink and of the enlarged entity was published and a general meeting of the Company was convened to approve the acquisition.

2.11 The preparation of the acquisition of Worldlink was complicated and prolonged by the need to complete pre-admission fundraising such that on 30 September 2009 ParOS shares were delisted from the AIM under rule 45.

2.12 Worldlink's non-payment of ParOS' costs and professional advisers' fees associated with the acquisition caused a creditor to petition to wind up the Company ("Petition").

2.13 At a Hearing on 7 October 2009, the petition was adjourned until 16 December 2009 to allow the Company time to propose a CVA and convene and hold the respective meetings of creditors and members. If the CVA is approved and the petition dismissed, the costs of the petitioning creditor will be paid as a cost of the CVA.

2.13 ParOS' outstanding costs at 5 November 2009 are £679,207 and the Break Fee has reached the upper agreed limit of £150,000. The directors, under the CVA, intend to pursue Worldlink for these costs.

3. DEFINITIONS AND INTERPRETATION

3.1 Expressions defined in Part A of Annex 1 (*Definitions and Interpretation*) which are used in the terms of the CVA shall have the meanings specified in Part A of Annex 1 (*Definitions and Interpretation*) unless the context otherwise requires and Part B of Annex 1 (*Definitions and Interpretation*) shall apply as if set out in full in this Paragraph 3.

3.2 Section 1, Parts I to V of this Proposal set out a general description of the Proposal and provide a brief summary of the binding terms of this Proposal. The binding terms of this Proposal are set out in Section 2, Part VI (*Terms of the Company Voluntary Arrangement*).

3.3 Unless otherwise stated, references to:

3.3.1 Paragraphs are references to Paragraphs in Part I (*Introduction*) to Part V (*Tax Information and Tax Disclaimer*) and to Paragraphs in each of the Annexes; and

3.3.2 Clause numbers are to Clauses in Part VI (*Terms of the Company Voluntary Arrangement*).

4. CONTENTS

4.1 The Proposal deals with the following matters:

Part I Introduction: which explains what a company voluntary arrangement is and which includes a summary of the Proposal;

Part II Action to be taken by CVA Creditors and Members: which contains information for creditors and members regarding the voting procedure at the meetings convened for the purpose of approving the Arrangement;

Part III Statutory Information, Background and Financial Information: which includes details about the Company and its current financial position and information required by the Insolvency Act;

Part IV Estimated Outcome for CVA Creditors: which contains estimated outcomes for the CVA Creditors on the basis that (i) the CVA succeeds, (ii) the Company is liquidated and (iii) the Company is placed into administration;

Part V Tax Information and Tax Disclaimer: which contains an important notice in respect of tax; and

Part VI Terms of the Company Voluntary Arrangement: which sets out the binding terms of the compromises and other arrangements under the CVA.

5. WHAT IS A COMPANY VOLUNTARY ARRANGEMENT?

5.1 A company voluntary arrangement is a procedure under Part I of the Insolvency Act. It is a formal procedure which enables a company to agree with its creditors a composition in satisfaction of its debts or a scheme of arrangement of its affairs which can determine how its debts should be paid and in what proportions.

5.2 Any creditor entitled to vote at a meeting to approve a company voluntary arrangement may apply to the relevant Court on one or both of the following grounds:

5.2.1 that a company voluntary arrangement unfairly prejudices the interests of that creditor; or

5.2.2 that there has been some material irregularity at or in relation to the meetings called to approve the company voluntary arrangement.

Any such application must be made by a creditor within 28 days of the chairman of the relevant meeting of creditors reporting the result of the meeting to the relevant Court or, if the creditor was not given notice of the relevant meeting of creditors, such application must be made within 28 days of the creditor becoming aware that the relevant creditors' meeting had taken place.

6. WHY IS A COMPANY VOLUNTARY ARRANGEMENT REQUIRED?

6.1 As described in further detail in Paragraph 10 (*Working Capital Statement*) below, the Directors are of the opinion that, without the CVA in place, the Company does not have sufficient working capital for its present requirements, that is, for at least 12 months from the date of posting of the Proposal.

6.2 If the Proposal is rejected by the CVA Creditors it is unlikely that the Company will be able to continue to trade as a going concern. Therefore, the failure to achieve the approval of the Proposal is likely to result in the Company going into administration or liquidation. Please refer to Paragraph 10 (*Working Capital Statement*) below for a more detailed discussion of the Group's working capital position.

6.3 An Outcome Statement in respect of ParOS can be found at Annex 3 (*Outcome Statement*). This statement indicates that the return to creditors generally is likely to be significantly lower if the Company is placed into administration or liquidation than if the CVA is approved.

7. CONTINUATION OF OPERATIONS

7.1 The CVA provides for the realisation of all or part of the Company's assets and the application of the proceeds of realisation in discharge of the Company's liabilities.

7.2 During the period of the CVA, the Company's operations will be greatly reduced. Future realizations will be paid to the Supervisor save for essential costs.

8. OBJECTIVE

8.1 The objective of the Proposal is to restore the viability of the Company's business model and to assist in a return to profitability and an AIM listing. Key terms of the Proposal are contained in Part I (*Directors Proposals*) of this document.

8.2 It is intended that any liabilities incurred following the implementation of the CVA shall be paid in full.

9. CLAIMS AND DISTRIBUTIONS

9.1 CVA Creditors who wish to participate in any dividend and who have not submitted a Proof of Debt form, must submit details of their CVA Claims to the CVA Supervisor as soon as possible after the approval of the CVA, and in any event no later than 31 January 2010.

10. WORKING CAPITAL STATEMENT

10.1 The Company is of the opinion that, without a CVA in place, it does not have sufficient working capital for its present requirements, that is, for at least 12 months from the date of this document.

10.2 The Company remains dependent on the continuing support of its Unsecured Creditors to continue trading.

10.3 Whilst the Directors are firmly of the view that the Proposal and the CVA process in general will facilitate a better outcome for Unsecured Creditors than would occur if the Company were placed into liquidation or administration, the success of the CVA process is dependent upon voting by Creditors.

10.4 If the Proposal is not approved at the meeting of creditors or, if it is approved but is then the subject of any challenge within the Challenge Period (expected to end on or about 31 December 2009), it is likely that the Company will no longer be able to trade as a going concern which is likely to result in the appointment of liquidators or administrators.

11. DESIRABILITY OF THE PROPOSAL

11.1 The Directors had been actively pursuing an investment programme to return the business of the Company to profitability by investing in the short and medium term in:

- the engineering sector in the UK, Europe and North America;
- businesses which require little or no funding in excess of the cash resources available to the Company; and
- businesses with sustainable strategies whose growth prospects if achieved will be earnings enhancing for shareholders.

11.2 However, the Directors have concluded that any current projected investments would not support the current cost base of the business.

11.3 The Directors are of the opinion that a CVA would be of benefit to the creditors of the Company because it is anticipated that, under the terms of the Arrangement, the Unsecured Creditors will receive a greater return on the amount owed to them than they would do if the Company were to be subject to any other form of insolvency proceedings.

11.4 For an analysis of the anticipated outcome of the Proposal as opposed to the outcomes of an administration or liquidation of the Company and details of why the Proposal results in a more advantageous outcome for creditors, please refer to Part I (*Directors' Proposal*) and Part IV (*Estimated Outcome for Creditors*).

11.5 The CVA presents the best outcome for the Company and the CVA Creditors given that if the Company entered into a formal insolvency procedure (liquidation or administration) it is very unlikely that any sale of the assets or business of the Company would result in sufficient funds to pay the creditors.

11.6. Any payment under the CVA will be paid earlier than any dividend which would be payable in an administration or liquidation and (for the reasons already stated) for a sum greater than that which would be payable in an administration or liquidation.

11.7 The Directors are of the opinion that a CVA is a more suitable procedure for dealing with the affairs and assets of the Company, being more flexible and efficient than a formal administration or liquidation and allowing the Company to continue to trade under the control of existing management which would not be possible in administration or liquidation.

11.8 It is the Directors' belief that the Arrangement will be to the advantage of the CVA Creditors for the following reasons:

11.8.1 if approved, the CVA would give a better likelihood of increased returns to CVA Creditors;

11.8.2 if rejected, it is likely that the Directors will have no alternative but to place the Company into administration or liquidation; and

11.8.3 the Directors are of the opinion that administration or subsequent liquidation will produce a lesser return for creditors generally than the return which they would otherwise receive under the Arrangement.

12. RECOMMENDATION TO MEMBERS AND CREDITORS

12.1 The Board considers the Proposal is in the best interests of ParOS, its creditors and its shareholders.

12.2 The Board unanimously recommends that both creditors and shareholders vote in favour of the Proposal as the Directors intend to do in respect of their own beneficial holdings in ParOS which amount in aggregate to 54,838,281 ordinary shares representing approximately 11.59% of the existing issued ordinary share capital of ParOS.

PART II: ACTION TO BE TAKEN BY CVA CREDITORS AND MEMBERS

1. ARRANGEMENTS FOR VOTING AT CREDITORS' MEETING

1.1 At the creditors' meeting, CVA Creditors will vote on the resolution to approve the Arrangement. The form of the resolution is set out in the Notice of Meeting.

1.2 A person wishing to vote at the creditors' meeting, will need to submit a Proxy and Proof of Debt before the creditors' meeting or bring the Proxy and Proof of Debt with them to the meeting.

1.3 A Pink Proxy Form and Proof of Debt to be completed is enclosed with this Proposal.

1.4 Voting is by value alone and is based on the value of a CVA Creditor's debt as at the date of the creditors' meeting as ascertained by the chairman of the meeting in accordance with Paragraphs 1.6, 1.7 and 3 below.

1.5 The Nominee will act as the chairman of the creditors' meeting. The chairman will have the power, under Rule 1.17A of the Insolvency Rules, to ascertain the entitlement of persons wishing to vote and to admit or reject their claims accordingly. The chairman will base his decision on the books and records of the Company and such other evidence he considers appropriate. The figure accepted for voting purposes at the meeting of creditors will not necessarily be the same as the figure which is ultimately accepted for payment of claim purposes or any other purpose. Rule 1.17 of the Insolvency Rules provides for a debt of an unliquidated amount or any debt whose value is not ascertained to be valued at £1 unless the chairman of the creditors' meeting agrees to place a higher value on it.

1.6 Proxy Forms are enclosed with the Proposal for use if a person wishes to vote by proxy. Any person seeking to vote as a proxy for a person claiming to be a CVA Creditor must have a copy of the proxy available at the meeting.

1.7 If a person claiming to be a CVA Creditor wishes to appoint the chairman of the meeting to be his proxy, the Proxy Form must specifically direct the chairman to vote either for, or alternatively against, the relevant proposal and any modification thereto. Failure to give a specific direction to the chairman will result in the Proxy Form being invalid and the person claiming to be a CVA Creditor not being entitled to vote at the meeting.

1.8 If any person wishes to represent a corporation pursuant to a resolution authorising him to do so under section 323 of the Companies Act 2006 he must produce a copy of the resolution to the chairman of the creditors' meeting. The copy should be certified as a true copy by a director or secretary of the corporation.

1.9 In order to expedite the procedure for voting at the creditors' meeting, persons wishing to vote at the creditors' meeting are requested to return their Proxy and Proof of Debt Forms to the address shown on the forms as soon as possible and in any event by no later than 12 noon on Tuesday 1 December 2009. However, persons wishing to vote at the meeting may instead bring their Proxy and Proof of Debt Form with them to the meeting.

2. ARRANGEMENTS FOR VOTING AT MEMBERS' MEETING

2.1 The Nominee will act as the chairman of the creditors' meeting. The chairman will have the power, under Rule 1.17A of the Insolvency Rules, to ascertain the entitlement of persons wishing to vote and to admit or reject claims accordingly. The chairman will base his decision on the books and records of the Company and such other evidence he considers appropriate.

2.2 At the members' meeting the members of the Company will vote on a resolution to approve the Proposal. The form of the resolution is set out in the Notice of Meeting. Voting by a member is in accordance with the rights attaching to the members' shares. A member is nevertheless entitled to vote either for or against the Proposal, or any modification to it.

2.3 A list of members is attached at Annex 8.

PART III: STATUTORY INFORMATION, BACKGROUND AND FINANCIAL INFORMATION

1. CORPORATE INFORMATION

1.1 Details of the officers and members of the Company and other statutory information are provided at Annex 2.

2. HISTORY & BACKGROUND

2.1 Parametric Optimization Solutions Limited 'POSL' became a spinout company from Imperial College London in January 2002. POSL provides ground breaking energy-saving solutions to a range of large scale industries including process engineering, automotive, and, appliances.

2.2 Oak Prospects plc was founded in 2005 and admitted to Ofex on 3 October 2005. The objective of the Company was to acquire or be acquired by, a business or company before 18 November 2006.

2.3 In March 2006 POSL was acquired by Oak Prospects plc, which, renamed as ParOS plc was admitted to trading on AIM.

2.1.4 In March 2008 ParOS plc disposed of POSL to Ariston Solutions Limited ("Ariston"), a business owned by founder Professor Pistikopoulos.

2.1.5 On 30 April 2009 ParOS Mobile Limited and ParOS Intellectual Property Limited were incorporated as wholly owned subsidiaries of ParOS to act as the new trading companies after the acquisition of the business of Worldlink.

3. ASSETS AND LIABILITIES

3.1 The following financial information, so far as within the Directors immediate knowledge, and otherwise on the basis set out there, can be found in Annex 6 (*Summary Statement of Affairs*):

3.1.1 details of ParOS' assets, with an estimate of their respective values; and

3.1.2 the nature and amount of ParOS' liabilities.

3.2 There are no secured or preferential creditors

3.3 Unsecured Creditors

3.3.1 The total claims of Unsecured Creditors as advised by the Directors in Annex 6 (*Summary Statement of Affairs*) in respect of ParOS are £554,095.19.

3.3.2 Voting of the Unsecured Creditors at the meeting of creditors is weighted on the basis of one vote per £1 of outstanding debt owed by the Company.

3.4 Connected creditors

3.4.1 It is necessary for the Proposal to set out details of Connected Creditors. The meaning of Connected Creditors is set out in the section 249 of the Insolvency Act. The following are Connected Creditors to ParOS, together with the approximate debt:

3.4.2 P McHugh Esq.	£9,549.01
3.4.3 Hamilton Associates (service company for J King)	£55,530.20
3.4.4 J King Esq.	£1,164.56
3.4.5 Trinity Group (service company for P McHugh)	£278,811.75

3.4.6 All amounts due from the Company to Connected Creditors will be paid parri passu with other CVA creditors, in accordance with the terms of the Arrangement.

4. CLAIMS BY A LIQUIDATOR

4.1 The Directors, to the best of their knowledge and belief, do not believe that there are any circumstances giving rise to the possibility, in the event that the Company should go into liquidation, of an application in respect of ParOS to the Court for an order in respect of any transaction which is or may be at an undervalue, a preference, an extortionate credit transaction or a void floating charge under sections 238, 239, 244 and 245 of the Insolvency Act.

5. THIRD PARTY PROPERTY

5.1 No property from any third party is proposed to be included in the Arrangement.

6. PROPOSED DURATION OF THE CVA

6.1 The CVA will continue until the CVA Supervisor has completed the implementation of it in accordance with the terms set out in Part VI (*Terms of the Company Voluntary Arrangement*). Accordingly, it is not possible to state with any certainty the proposed duration of the CVA. However, it is intended that the CVA will be concluded as soon as reasonably practicable.

6.2 The CVA will come to an end when the CVA Supervisor is satisfied that the company has complied with its obligation to discharge in full the payments due to CVA creditors. At such time, the CVA Supervisor will send to creditors and members of the Company who are bound by the CVA a Notice of Termination.

7. PAYMENTS TO NOMINEE

7.1 The Nominee shall be remunerated in respect of his work in preparing and implementing the CVA and all acts reasonably incidental thereto.

7.2 The basis of the Nominee's remuneration will be fixed by reference to the time properly given by him and his staff in attending to matters arising in connection with the CVA. Such time costs shall be charged at the Nominee's standard rates from time to time for insolvency related work set out in Annex 5 (*Average RPG Charge Out Rates*).

7.3 Costs and expenses incurred by the Nominee shall be invoiced to the Company c/o the Nominee and shall be paid by the Company promptly.

7.4 Any remuneration of the Nominee and any costs or expenses incurred by him shall bear VAT (if any) at the applicable rate in force from time to time.

7.5 The Nominee anticipates that his fees including legal costs shall amount to approximately £20,000 (exclusive of expenses and disbursements).

PART IV: ESTIMATED OUTCOME FOR CREDITORS

1. ESTIMATED OUTCOME FOR CREDITORS

1.1 This Part IV (*Estimated Outcome for Creditors*) only demonstrates the estimated outcome for the claims of Unsecured Creditors as at the Implementation Date and does not demonstrate the impact of the CVA on the on-going relationship between the Company and its creditors.

1.2 The estimated outcome for the Unsecured Creditors is set out at Annex 3 (*Outcome Statement*) on the basis that:

- 1.2.1 the CVA is successful;
- 1.2.2 the CVA is unsuccessful and the Company is liquidated; or
- 1.2.3 the CVA is unsuccessful and the Company is placed into administration followed by liquidation.

1.3 It is estimated that the costs of the CVA will be significantly lower than those that would otherwise be incurred in the alternative scenarios described above.

PART V: TAX INFORMATION AND TAX DISCLAIMER

1. TAX INFORMATION AND TAX DISCLAIMER

1.1 Members and CVA Creditors, when considering the Proposal should consult their own tax advisers concerning the tax consequences of the Proposal to determine their own tax position as a result of the CVA being implemented and becoming unconditional in accordance with their terms in the light of their particular situations.

1.2 No representations are made by any person with respect to the tax consequences for any particular Member or CVA Creditor.

SECTION 2: TERMS OF THE PROPOSAL

PART VI: TERMS OF THE COMPANY VOLUNTARY ARRANGEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 Expressions defined in Part A of Annex 1 (*Definitions and Interpretation*) which are used in the terms of the CVA shall have the meanings specified in Part A of Annex 1 (*Definitions and Interpretation*).

1.2 The provisions of Part B of Annex 1 (*Definitions and Interpretation*) shall apply to the interpretation of the CVA.

1.3 The terms set out in this Part VI shall take precedence over all other Parts of this Proposal.

2. IMMEDIATELY EFFECTIVE PROVISIONS OF THE CVA

2.1 The provisions of this Clause 2 and Clauses 3 (*Conditions Precedent to the CVA*), 6 (*Moratorium*), 19 (*Termination of the CVA*) and 22 (*Governing Law and Jurisdiction*) shall have full force and effect for the Company immediately from the time the report is made to the Court pursuant to section 4(6) of the Insolvency Act in respect of the Company.

2.2 If for any reason the conditions precedent to the Implementation Date provided for in Clause 3.3 are not satisfied or waived for the Company and the CVA terminates in accordance with Clause 19 (*Termination of the CVA*), this Clause 2 shall cease to have effect in relation to the Company provided that Clause 11 (*Powers and Intention of the CVA Supervisor*) and 22 (*Governing Law and Jurisdiction*) shall continue in full force and effect and the CVA Supervisor shall be entitled to be

remunerated at his normal hourly rate for any work carried out. Any such cost or expense shall be a charge or expense of the relevant administration or liquidation of the Company.

3. CONDITIONS PRECEDENT TO THE CVA

3.1 With the exception of the provisions referred to in Clause 2 (*Immediately Effective Provisions of the CVA*), no provision of the CVA shall come into effect for the Company until each of the following conditions is satisfied or waived:

3.1.1 a report to the Court of the decision approving the CVA for the Company has been made pursuant to section 4(6) of the Insolvency Act;

3.1.2 no application has been made to the Court under sections 4A (3) or 6(1) of the Insolvency Act or Rule 1.17A (5) of the Insolvency Rules and no such application has been threatened in writing, or that if any such application has been served or threatened, it has been dismissed or, in the case of a threatened application, either:

- if such application has been served prior to the expiry of the Challenge Period, such application(s) has been dismissed;
- the time period allowed under section 6(3) (b) of the Insolvency Act for the making of any such application has expired; *or*
- the CVA Supervisor is satisfied (in his sole discretion) that such threatened application is unmeritorious.

3.1.3 the petition is dismissed at the adjourned hearing on 16 December 2009

3.2 The "**Implementation Date**" for the CVA shall be the date on which the last of the conditions precedent set out in Clauses 3.1 is satisfied or waived by the Directors of the Company.

3.3 The CVA Supervisor will promptly notify the CVA Creditors of the occurrence of the Implementation Date.

4 CENTRE OF MAIN INTEREST

4.1 The Company's Centre of Main Interest is in England.

5. OPERATION OF THE COMPANY

5.1 The affairs, business, Assets and properties of the Company will be managed by the Directors in the ordinary course of business as was carried on by the Company prior to the Implementation Date.

5.2 It is intended that the trading activities of the Company will continue. The Company acting through its Directors shall remain solely responsible for the conduct of the future trading of its business. The Supervisor shall not have any involvement in or personal liability in respect of any ongoing trading activities or any debts incurred in respect of such trading.

6. MORATORIUM

6.1 No CVA Creditor shall be entitled to take or continue any legal process against the Company or its Assets (whether by way of demand, legal proceedings, alternative determination process (including an expert determination process), the levying of distress, execution of judgment or otherwise) in any jurisdiction whatsoever for the purpose of:

6.1.1 obtaining payment of any Liability;

6.1.2 taking any action in relation to the enforcement of any covenant or obligation of the Company;

6.1.3 placing the Company into liquidation, administration or any analogous proceedings in any jurisdiction;

and any proceedings by any CVA Creditor for the winding up or other insolvency procedure of the Company shall be dismissed or withdrawn.

6.2 Nothing in this Clause 6 shall prejudice the enforcement by a CVA Creditor of its rights under the CVA.

6.3 The provisions of Clause 6 shall survive a termination of the CVA pursuant to Clause 19 (*Termination of the CVA*).

7. EFFECT UPON EXISTING UNSECURED LIABILITIES OF A COMPANY

7.1 The Arrangement will not affect the claims of any Existing Unsecured Creditors of the Company at the Implementation Date.

7.2 To the extent that there is any dispute as to the validity or amount of the Existing Unsecured Liabilities such dispute shall be dealt with in accordance with the terms of the relevant agreement or arrangement pursuant to the terms of which such Existing Unsecured Liability was incurred.

7.3 For the purposes of Clause 7.2, the Company shall treat each Existing Unsecured Liability as an Allowed CVA Claim.

7.4 With effect from the Implementation Date, Existing Unsecured Creditors waive and release the Company from any obligations in relation to any existing breaches or defaults of any agreement or arrangement creating an Existing Unsecured Liability that has arisen as a result of the Proposal or the Arrangement. Otherwise, all other accrued rights of the Existing Unsecured Creditors will remain.

8. ASSETS

8.1 This proposal is based on the assumption that the proceeds of the Worldlink debt and deferred payments from Ariston are assets of the CVA and the Company will pursue them until the creditors are paid in full.

8.2 In the event that realisations are insufficient to pay the claims of creditors in full, then the Supervisor will pay whatever funds he holds, available for creditors, as dividends over time to those creditors.

9. FULL AND FINAL SETTLEMENT

9.1 Upon the Implementation Date, the provisions of the CVA shall constitute a compromise of all CVA Claims and the payments to be made pursuant to the CVA to any CVA Creditor shall be in full and final settlement of any CVA Claim.

9.2 Accordingly upon the CVA coming into effect in accordance with Clause 3 (*Conditions Precedent to the CV*) each CVA Creditor agrees to accept the compromise of CVA Claims as set out in the CVA as full and final satisfaction of each and every CVA Liability with the result that every Liability is fully discharged and any obligation or covenant (howsoever arising) giving rise to or which may give rise to such Liability is fully and unconditionally released in each case without further acts or assurances.

9.3 CVA Creditors will be deemed to relinquish any tracing claims or any other proprietary claims whatsoever that they may have to the Assets.

10. SECURITY

10.1 Nothing in the CVA shall affect the rights of any person under any Encumbrance held by him in relation to any CVA Claim.

10. POWERS AND INTENTIONS OF THE CVA SUPERVISOR

11.1 The CVA Supervisor of the Company shall be the person specified in Part A of Annex 4 (*CVA Supervisor and Addresses for Notice*) in respect of ParOS being a qualified insolvency practitioner within the meaning of section 390(2) of the Insolvency Act, and any replacement therefore in accordance with these terms of the CVA and all powers conferred on him shall be exercisable severally.

11.2 The office of CVA Supervisor for the Company shall be vacated by the CVA Supervisor if that CVA Supervisor:

11.2.1 dies, becomes bankrupt or mentally disordered;

11.2.2 is convicted of an indictable offence (other than a road traffic offence);

11.2.3 resigns his office by 28 days notice in writing to the Directors; or

11.2.4 ceases to be a qualified insolvency practitioner.

11.3 If more than one CVA Supervisor is appointed each CVA Supervisor shall act as a joint supervisor of the Company and any act required to be done by the CVA Supervisor may be done by all or any one or more of them.

11.4 The CVA Supervisor shall have, in addition to any powers conferred on him under the Insolvency Act or otherwise as a matter of law, such powers as are necessary or expedient to enable him to carry out his functions under the CVA in accordance with its terms. Without limitation to the generality of the foregoing, the CVA Supervisor may carry out all acts and exercise all discretions, authorities, powers and duties required to be carried out in order to facilitate the CVA's implementation.

11.5 It shall be the duty of the CVA Supervisor to implement the CVA, which duty shall be owed to the Company on behalf of the CVA Creditors generally. The CVA Supervisor shall not assume any fiduciary or other special responsibilities or duties to the CVA Creditors. It will not be the duty of the CVA Supervisor to oversee the business and affairs of the Company and the CVA Supervisor shall have no responsibilities in relation to the conduct of the affairs of the Company or in relation to any matters other than those expressly set out in this Proposal.

11.6 The CVA Supervisor shall not incur any personal liability in connection with the preparation, adoption, agreement or implementation of the CVA or in connection with any ancillary arrangement.

11.7 The Company shall:

11.7.1 provide the CVA Supervisor, upon request, with a power of attorney to enable him to administer the CVA;

11.7.2 give the CVA Supervisor upon demand reasonable access to such accounts, books, records and information as the CVA Supervisor considers in his sole discretion to be necessary to carry out his functions;

11.7.3 use reasonable endeavours (in prior consultation with the CVA Supervisor) to:

- maintain the validity of any available insurance; and
- ensure maximum payment by any applicable insurer, in respect of any claim which, but for such insurance cover would be a CVA Claim; and

11.7.4 do all such other things as the CVA Supervisor shall reasonably require for the purpose of the implementation of the CVA.

11.8 The CVA Supervisor may perform his duties through agents and employees and shall be entitled to rely on any communication, instrument, document or information (whether provided in writing or orally) considered by him to be genuine and correct and shall be entitled to rely upon the advice of, or information obtained from, any professional adviser or other person instructed by him considered by them in good faith to be competent.

11.9 For the purpose of any acknowledgements or agreements as to, or provisions of, exclusions of liability or indemnity in favour of the CVA Supervisor in this Proposal, the CVA or any collateral arrangements or agreement relating to the same, references to the CVA Supervisor where the context so permits shall mean and include his present and future firm or firms, members, partners and employees, and any legal entity or partnership using its names, the firm Royce Peeling Green Limited, any successor or merged firm and the members, partners, shareholders, officers and employees of such entity or partnership.

11.10 The Company shall not hold out the CVA Supervisor or his firm as agents of the Company or their business save that, in exercising his powers under the CVA, the CVA Supervisor shall act as the Company's agent. Without prejudice to the generality of the foregoing, the CVA Supervisor shall be entitled to an indemnity on demand from the

Company against:

11.10.1 (in the absence of fraud, gross negligence or willful default) all actions, claims, proceedings and demands brought or made against him in respect of the conduct of the CVA and in respect of all remuneration, expenses and liabilities and obligations incurred by him in carrying out his functions; and

11.10.2 any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or he is acquitted.

11.11 The Company shall indemnify the CVA Supervisor on demand for any Liability incurred by him in defending the CVA or any challenge to the CVA, without prejudice to the Court's power to order any person to pay the costs of and occasioned by such proceedings.

11.12 The CVA Supervisor may apply to the Court for the purpose of obtaining directions in accordance with the Insolvency Act without reference to CVA Creditors. If directions are given by the Court then, to the extent required, the CVA shall be modified accordingly.

11.13 The CVA Supervisor shall:

11.13.1 as soon as reasonably practicable after the result of the creditors' meeting is reported to the Court in accordance with section 4(6) of the Insolvency Act and in any event during the Challenge Period:

- write to all Unsecured Creditors of whom they are aware inviting them to submit a Proof of Debt on or before the Claims Date;
- advertise for CVA Claims in such newspaper or newspapers or other publications as he deems appropriate;

11.13.2 have sole responsibility for:

- determining whether any CVA Claim is an Allowed CVA Claim;
- conduct of Disputed Claims; and
- determining whether or not any CVA Claim submitted after the Claims Date should be an Allowed CVA Claim;

11.13.3 promptly following his appointment, set up, in the name of the Company, one or more non-interest bearing sterling bank accounts for the receipt and payment of cash;

11.13.4 make Payments permitted by the CVA as agent on behalf of the Company; *and*

11.13.5 have the power to do all things ancillary to the matters referred to in Clauses 11.1 to 11.13.4 above or which are otherwise required to be done by the CVA Supervisor in accordance with the CVA.

12. THE CVA SUPERVISOR'S REMUNERATION

12.1 The CVA Supervisor shall be remunerated in respect of his work in preparing, implementing and operating the CVA and all acts reasonably incidental thereto.

12.2 The basis of the CVA Supervisor's remuneration will be fixed by reference to the time properly given by him and his staff in attending to matters arising in connection with the CVA. Such time costs shall be charged at the CVA Supervisor's standard rates from time to time for insolvency related work set out in Annex 5 (*Average RPG Charge Out Rates*).

12.3 The CVA Supervisor's fees will be invoiced in such periods as the CVA Supervisor determines appropriate to the Company and shall be paid by the Company from the proceeds of the CVA.

12.4 Costs and expenses incurred by the CVA Supervisor shall be invoiced to the Company and shall be paid by the Company from the proceeds of the CVA.

12.5 Any remuneration of the CVA Supervisor and any costs or expenses incurred by him shall bear VAT (if any) at the applicable rate in force from time to time.

13. NO CREDITORS' COMMITTEE

13.1 There shall be no creditors' committee for the CVA.

14. NO WARRANTIES OR REPRESENTATIONS

14.1 Neither the Directors, nor the Nominee, nor the CVA Supervisor, give any warranties and they make no representations in relation to the information contained in this Proposal and its annexes.

15. RECORDS

15.1 The CVA Supervisor shall observe the requirements of Rule 1.26 of the Insolvency Rules with regard to the documents kept by them, and records to be issued from time to time to the various persons set out in that Rule.

16. VARIATION

16.1 The Company will have the power at any time after the Implementation Date, if it considers it expedient to do so, to modify the provisions of the CVA provided such modifications do not materially alter the effect or economic substance of the CVA. The Directors shall inform the CVA Creditors of any such modifications and such modifications shall be binding on the CVA Creditors and the CVA Supervisor and the CVA shall be modified accordingly.

16.2 Material Variation

16.2.1 In respect of any modification which does materially alter the effect of the CVA, the CVA Supervisor or the Company must seek the consent of the CVA Creditors to such modification, in accordance with this Clause 16. No such modification can be made without the consent of the Company.

16.2.2 The CVA Supervisor or the Directors may at any time after the Implementation Date convene a meeting of creditors for the purpose of varying the CVA. The notice of the meeting shall set out the proposed variation(s) and will be accompanied by the CVA Supervisor's (or Directors') report giving the reasons for the variation or variations.

16.2.3 A variation to the CVA shall require the same approvals of the Company's creditors as are required for the approval of the original CVA, but shall not require approval of the shareholders.

16.2.4 So far as is possible, the meetings referred to in Clause 16.2.2 above shall be conducted in accordance with section 4 of the Insolvency Act and Rules 1.9(2) and 1.13 to 1.21 of the Insolvency Rules except that:

- reference to the proposal shall be taken as references to the proposed variation;
- references to the nominee shall be taken as references to the CVA Supervisor;
and
- all Claims shall be calculated as at the date of the original creditors' meeting.

16.2.5 Section 6 of the Insolvency Act shall apply to such a meeting as it does to a meeting under section 3 of the Insolvency Act, except that an application may be brought at any time within the 28 days following the approval of the variation at the meeting referred to in Clause 16.2.2 but may not be brought after such period.

16.2.6 Without prejudice to the rights of any person to make an application to the Court under section 7(3) of the Insolvency Act, it shall be for the CVA Supervisor to determine whether any proposed modification materially alters the effect of the CVA.

17. SET-OFF

17.1 The equivalent rules of set-off as they would be applied in a liquidation of the Company shall apply in respect of any Payments made in accordance with the terms of the CVA.

18. ASSIGNMENTS

18.1 Without prejudice to Clause 17 (*Set-Offs*), the rights of the CVA Creditors under the CVA shall be assignable. However, the Company shall not be bound by any assignment (or assignation) unless and until notice is given in writing to the Company and the CVA Supervisor.

19. TERMINATION OF THE CVA

19.1 Within 28 days of the CVA Supervisor having satisfied himself insofar as is reasonably practicable that any Unclaimed Payments have been applied in accordance with the terms of the CVA, he shall inform the Company in writing that he is proposing to conclude the CVA by sending a Notice of Termination to the Unsecured Creditors and the Company.

19.2 The CVA Supervisor shall be entitled to terminate the CVA if the Company fails to comply with its obligations under the CVA. If the CVA Supervisor terminates the CVA he shall inform the Company in writing by sending a Notice of Termination to the Unsecured Creditors and the Company.

19.3 The CVA in respect of the Company shall terminate if the Company goes into administration or liquidation.

19.4 Save for the provisions of clause 16 (*Variation*); 20 (*Notices*); 21 (*No Personal Liability*); 22 (*Governing Law and Jurisdiction*) and any other provisions relating to the compromise of CVA Claims of the CVA Creditors all of which shall survive termination, the obligations under the CVA shall terminate on the date on which the CVA Supervisor sends the Notice of Termination in accordance with Clauses 19.1 and 19.2.

20. NOTICES

20.1 A Proxy and Proof of Debt or other notice to be given to the CVA Supervisor or the Company:

20.1.1 must be given in writing;

20.1.2 may be sent by post or may be delivered as aforesaid but shall only be deemed served upon actual receipt, provided that if such receipt occurs on a Saturday, Sunday or public holiday or after 5:30 p.m. on any business day in London such Proxy and Proof of Debt or other such notice shall be deemed to have been received at 9:30 a.m. on the next business day in London; and

20.1.3 must be addressed to the CVA Supervisor at the address set out in Part A of Annex 4 (*CVA Supervisor and Address for Notice*).

20.2 A Proxy and Proof of Debt or other notice shall be expressed in the English language unless such Proxy and Proof of Debt or other notice is given by a CVA Creditor who has his habitual residence, domicile or registered office in a Member State of the European Union other than the U.K., in which case it may be given in the official language or one of the official languages of that other Member State. The CVA Supervisor shall be deemed to have rejected a Proxy and Proof of Debt or other notice which is expressed in any other language unless, in any particular case, they give written notice of their acceptance thereof to the sender.

20.3 Any notice given under a CVA by a CVA Supervisor to any person shall be sufficiently served by posting the same by first class or airmail post to or leaving the same at the address of such person last known to the Company. If such notice is posted, it shall be deemed to have been received by the addressee 48 hours after the same shall have been posted.

20.4 A Proxy and Proof of Debt or other notice which is signed by a person authorised by an individual CVA Creditor on his behalf may be rejected by the CVA Supervisor if it is not accompanied by a power of attorney duly executed by the CVA Creditor in favour of such person whereby such person is authorised to execute the notice concerned, or by a copy of such power of attorney certified as a true copy thereof by a solicitor or notary or a person authorised to administer oaths in any relevant jurisdiction, together with a statutory declaration made by the donee of the power stating that such power had not been revoked prior to his signature of such notice. In the case of a Proxy and Proof of Debt or other notice which is signed on behalf of a CVA Creditor which is a corporation or other legally constituted person or a partnership, the CVA Supervisor shall not be required to make enquiry as to the authority of the signatory to sign such notice on behalf of such CVA Creditor.

21. NO PERSONAL LIABILITY

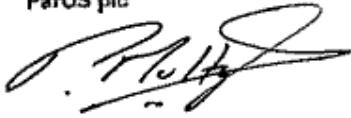
21.1 None of the Directors, the CVA Supervisor, his firm, his staff, his advisors or any agents employed by them shall incur any personal liability whatsoever arising howsoever whether directly or indirectly in connection with the preparation, implementation or conduct of the CVA, this Proposal in general or in connection with any associated agreement or arrangement.

22. GOVERNING LAW AND JURISDICTION

22.1 The CVA in respect of ParOS and any non-contractual obligations arising out of or connected with this Agreement in respect of ParOS are governed by and shall be construed in accordance with English law.

22.2 The Court shall have exclusive jurisdiction in respect of the CVA in respect of ParOS.

For and on behalf of
ParOS plc

A handwritten signature in black ink, appearing to read 'P. McHugh', written over a horizontal line.

P McHugh
Director
5 November 2009

ANNEX 1: DEFINITIONS AND INTERPRETATION

PART A

DEFINITIONS

Except where a contrary intention appears, the following terms have the following meanings when used herein (including in the Annexes):

"Allowed" means in relation to a CVA Claim the CVA Claim or that part of the CVA Claim that is admitted by the CVA Supervisor.

"Arrangement" means the CVA between the Company and its CVA Creditors under Part I of the Insolvency Act as contemplated by this document (including any modifications as contemplated by section 4 of the Insolvency Act) and as (if at all) varied or amended in accordance with this document.

"Assets" means all of the assets of the Company in any part of the world, whether tangible or intangible (including cash) and whether present or future.

"Challenge Period" means for the Company the 28 day period commencing on the date on which the reports required by section 4(6) of the Insolvency Act have been made to the Court.

"Claims Date" has the meaning given to it in Paragraph 9.1 of Part I (*Introduction*).

"Company" means ParOS plc

"Companies Act" means the Companies Act 2006.

"Connected Creditors" has the meaning given to it in Paragraph 3.3 of Part III (*Statutory Information, Background and Financial Information*).

"Court" means the High Court of Justice in England.

"CVA" means the company voluntary arrangements (or either of them as the context requires) between the Company and its CVA Creditors under Part I of the Insolvency Act on the terms set out herein.

"CVA Claim" means any claim against the Company in respect of a CVA Liability.

"CVA Creditor" means, in respect of the Company, any person to whom the Company owes a CVA Liability including that person's successors in title, assignees and transferees.

"CVA Liability" means any Liability of the Company which would be provable under Rule 12.3 of the Insolvency Rules against the Company if it had been placed in liquidation on the Implementation Date, provided that no claim shall be made more than once against the Company in respect of what is, in substance, the same Liability.

"CVA Supervisor" means the supervisor of the CVA appointed pursuant to section 7(2) of the Insolvency Act.

"CVA Termination Date" means the date that the CVA in respect of the Company is terminated as set out in the Notice of Termination.

"Default Rate" means 4% over the base rate of Barclays from time to time.

"Directors" has the meaning given to it in Paragraph 1 of Part I (*Introduction*).

"Disputed Claim" means a CVA Claim or any portion of a CVA Claim which is not Allowed.

"Enterprise Act" means the Enterprise Act 2002.

"Existing Unsecured Creditors" means known unsecured creditors of the Company as at 5 November 2009

"Existing Unsecured Liabilities" means the Liabilities of Existing Unsecured Creditors.

"Group" means the group of connected companies including ParOS plc.

"Implementation Date" has the meaning given to that term in Clause 3 (*Conditions Precedent to the CVA*).

"Insolvency Act" means the Insolvency Act 1986 (as amended from time to time).

"Insolvency Rules" means the Insolvency Rules 1986 (as amended from time to time).

"Insolvency (Scotland) Rules" means the Insolvency (Scotland) Rules 1986 (as amended from time to time).

"Inter-Company Debts" means debts owed by the Companies to the remainder of the Group.

"Liability" means any obligation of a person, whether it is present, future or contingent, whether or not its amount is fixed or liquidated, whether or not it is disputed, whether or not it involves the payment of money, whether it is secured or unsecured and whether it arises at common law, in equity, by contract, or by statute in England, Scotland or in any other jurisdiction, or by any order, judgment, decree or any other act of any court (including without limitation to the foregoing generality, the Court and/or the Scottish Court or any of the Sheriff Courts in Scotland or in any other manner whatsoever).

"Nominee" means the nominee in respect of the Proposal as defined in section 1(2) of the Insolvency Act.

"Notice of Meeting" means the notice of Creditors' and members' meetings to approve the Arrangement.

"Notice of Termination" means the notice to be sent by the CVA Supervisor in accordance with Clause 19 (*Termination of the CVA*).

"Outcome Statement" means the outcome statement in respect of ParOS plc set out in Annex 3 (*Outcome Statement*).

"Payment" means any payment by the CVA Supervisor or the Company pursuant to the terms of the CVA.

"Proposal" means the proposals of the Directors of the Company for the CVA of that Company (comprising these terms of the CVA).

"Proxy Form" means a form of proxy for the Creditors' or members' meetings of the Company.

"Summary Statement of Affairs" means the summary of the Directors' statement of affairs in respect of the Company as set out in Annex 6 (*Summary Statement of Affairs*).

"Tax" includes all present and future taxes, levies, imposts, duties, fees or charges of whatever nature together with interest thereon and penalties in respect thereof.

"U.K." means the United Kingdom of Great Britain and Northern Ireland.

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"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

PART B

INTERPRETATION

1. Part and Clause headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of the CVA.

2. In these terms of the CVA, unless the context otherwise requires:

2.1 references to Parts and Clauses are to be construed as references to the parts and clauses of these terms of the CVA and references to Annexes are to be construed as references to the annexes to these terms of the CVA;

2.2 references to (or to any provision of) the CVA shall be construed as references to the CVA or that provision as in force for the time being and as amended in accordance with its terms;

2.3 words importing the plural shall include the singular and vice versa and the masculine, feminine or neuter gender shall each include the other genders;

2.4 references to a person shall be construed as including references to an individual, firm, company, corporation unincorporated body of persons or any state or any agency thereof; and

2.5 references to any enactment or statutory instrument shall be to such enactment or statutory instrument as amended and in force on the date of this document.

3. For the purposes of any indemnity in the CVA, references to the CVA Supervisor shall, where the context so permits, include his present and future firm or firms, fellow members, partners and employees, and any legal entity or partnership of which they are a member, partner, officer or employee and the partners, fellow members, shareholders, officers and employees of such entity or partnership.

ANNEX 2: STATUTORY INFORMATION

Registration:	Public Company
Date of incorporation:	10 March 2004
Registered number:	5069439
Previous name:	Oak Prospects plc
Registered office:	One Hammersmith Grove, London W6 0NB
Principal business:	Holding Company
Capital structure:	Authorised 5,000,000,000 ordinary shares of 0.001p each Allotted, called up and fully paid 472,950,195 ordinary shares of 0.001p each
Last annual return:	10 March 2009
Secured indebtedness:	None
Directors:	P McHugh J B King
Company Secretary:	I Aspinall
Shareholders:	As per attached schedule

ANNEX 3: ESTIMATED OUTCOME STATEMENT

Period of procedure	1 Year	13 years	13 years
	CVA	Administration followed by liquidation	Liquidation
	£000	£000	£000
Receipts			
Cash at Bank	2	2	2
Cash in Hands of Accountants	18	18	18
Worldlink – Break Fee	150	50	Nil
Worldlink – Acquisition Costs (net of VAT)	591	150	Nil
Ariston Royalty Payments	15	186	186
Ariston Royalty Debtor	5	5	5
VAT Refund	3	3	3
	<hr/>	<hr/>	<hr/>
	784	414	214
Payments			
Nominee's Fee	20	Nil	Nil
Insolvency Practitioner Fees	10	58	36
Legal Fees	25	15	6
Company Essential Costs	9	Nil	Nil
Insolvency Procedure Disbursements	1	12	10
	<hr/>	<hr/>	<hr/>
	65	85	52
Surplus Available for Unsecured Creditors	<hr/>	<hr/>	<hr/>
	719	329	162
Unsecured Creditors	554	554	554
Dividend for unsecured creditors (p in £)	100	59	29

ANNEX 4: CVA SUPERVISOR AND ADDRESS FOR NOTICES

PART A

ParOS CVA SUPERVISOR

CVA Supervisor Address for Notices

R M Withinshaw
Royce Peeling Green
The Copper Room
Deva Centre
Trinity Way
Manchester
M3 7BG

PART B

ADDRESS FOR NOTICES

Company Address for Notices

ParOS plc
One Lyric Square
Hammersmith
W6 0NB

ANNEX 5: AVERAGE RPG CHARGE OUT RATES

The time charged to the CVA is by reference to the time properly given by the CVA Supervisor and their staff in attending to matters arising. It is the CVA Supervisor's policy to delegate tasks in the CVA to appropriate members of staff considering their levels of experience and any requisite specialism, supervised accordingly, so as to maximise the cost effectiveness of the work performed. Matters of particular complexity or significance requiring more exceptional responsibility are dealt with by senior staff or the CVA Supervisor himself. Work carried out by all staff is subject to the overall supervision of the CVA Supervisor.

In addition to the CVA Supervisor's restructuring staff, the CVA Supervisor may, on occasion, utilise the services of specialist departments within the CVA Supervisor's firm, such as tax. Those departments will charge hours when the CVA Supervisor requires their advice. All time spent by staff working directly on case-related matters is charged to a time code established for the case. Each member of staff has a specific hourly rate, which is subject to change over time. The average hourly rate for each category of staff over the period is shown below.

Level Rate	£'s per hour
Partner	201
Manager	155
Administrator	60 – 100
Support Staff	57 - 62


The scale rates used by the CVA Supervisor may periodically rise over the period of the CVA.


ANNEX 6: SUMMARY STATEMENT OF AFFAIRS

ParOS plc SUMMARY STATEMENT OF AFFAIRS AS AT 5 NOVEMBER 2009

ASSETS	Book Values	Estimated to Realise	Estimated to Realise
	£000	CVA £000	Liquidation/Administration £000
Assets not specifically pledged			
Cash at Bank	2	2	2
Cash in Hands of Accountants	18	18	18
Worldlink – Break Fee	150	150	Uncertain
Worldlink – Acquisition Costs (ex VAT)	591	591	Uncertain
Ariston Royalty Debtor	5	5	5
VAT Refund	<u>3</u>	<u>3</u>	<u>3</u>
	<u>769</u>	769	28
CREDITORS			
Unsecured Creditors			
Trade and Expense Creditors		209	209
Directors		11	11
Connected Companies		<u>334</u>	<u>334</u>
		<u>554</u>	<u>554</u>
Surplus /(Deficiency) as regards Unsecured Creditors		215	(526)
Ordinary Shares of 0.001p each		<u>473</u>	<u>473</u>
Total Deficiency as regards members		<u>(258)</u>	<u>(999)</u>

We, Patrick McHugh and Joseph King, certify that the statement of affairs is correct to the best of our knowledge and belief.

Signed 
Patrick McHugh
Director

Signed 
Joseph King
Director

**ANNEX 7: DRAFT DIRECTORS' REPORT AND FINANCIAL
STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2008**

Enclosed with this document.

ANNEX 8: LIST OF MEMBERS OF ParOS plc

MR ANTHONY ABELA	45000	MRS BARBARA JENNIE BROWNE	30000
MR ROY ACKLAM	100000	MR BRIAN BROWNETT	35000
ACTIVE VALUE LIMITED	421	MR ROBERT BUCHANAN	100000
MR PAUL ADAM	185500	MR DAVID CAHILL	50000
MRS MARGARET ADAMSON	30000	MRS ELSA CAMPBELL	35000
MR GRAHAM ALEXANDER	80000	MR ROGER CARROLL	50000
MR JOHN AMOS	50000	CARRWOOD CHARITABLE TRUST	5000000
AMR SCIAMA CHARITABLE TRUST	2000000	MRS PAULINE CARTER	30000
MR KEITH ANDREWS	50000	MRS EMMA LOUISE CASTONGUAY	30750
MR VICTOR ANGELL	50000	MR LESLIE CAVE	50000
MR ANDREAS STAYPOV ANTONIADES	400000	MR JAMES CAVENS	100000
MR NICK ARCHER	50000	MR WILLIAM KEITH CAVILL	20000
MR PETER ATKINSON	61500	THE CHAIRMAN CHARITABLE TRUST	8500000
MR ADAM AVIGDORI	100000	MR COLIN CHAMBERS	20000
MR BEN JACK AVIGDORI	1500000	THE CHARITY SERVICE LIMITED	6721250
MISS LAURA JANE AVIGDORI	1000000	LAUREN CHRISTIE	588000
MR DAVID BADDIEL	1500000	MR JOSEPH CHARLES COGGINS	183301
MR MICHAEL BALL	30000	RICHARD MICHAEL COGHLAN ESQ	33000
MR JEREMY JOHN BALLY	61500	MR ALAN COLE	50000
MR ADRIAN BARBER	50000	MR DERMONT COLGAN	100000
BARCLAYSHARE NOMINEES LIMITED	12559515	MR FRANK COLLINS	100000
MR DAVID GEORGE BARKER	22044	BARRIE JAMES COLMAN ESQ	50000
MR GRAHAM BARNBY	46000	COMMERZBANK AKTIENGESELLSCHAFT	6750000
MR STEPHEN BATES	50000	MR LAWRENCE COOPER	42000
MR ROGER BATHOLOMEW	170000	MR JAMES COPLAND	79873
MR ANDREW STEPHEN BATTYE	308640	MR MICHAEL JAMES CROSBY	120000
BBHISL NOMINEES LIMITED	667	MR PAUL CROSSLAND	100000
MR HUBERT EDWARD BELL	150000	MR DAVID DA CUNHA	150000
MR MARTIN BELL	60000	DAMAK GROUP LTD	3806666
MRS STEPHANIE BELL	53500	DATABRIDGE GROUP LIMITED	10000000
MR ANTHONY BENHAM	30000	MRS HEATHER GETHIN-DAVIES	80000
MR KEITH BENN	50000	MR LLOYD DEAN	50000
MR ALAN PAUL BENNELL	70301	MR PETER DEAN	100000
MR ROGER BENSON	3453645	MR ROGER DERWENT	200000
MR DAVID BICK	500000	MR JOHN ALSTON SUTHERLAND DOIG	34000
MR GLENN BIRD	3980635	MR HENRY SPENCER DRYDEN	100000
B K CHARITABLE TRUST	6500000	VIVEK DUA	8410092
MR JAMES BLACK	30000	MR ROGER DUNN	54375
MR DENNIS BODY	46000	MR BRIAN EASTMAN	32000
JOHN BORTHWICK ESQ	26000	MR MICHAEL EDWARD EASTWOOD	75000
MR NIKOS BOZINIS	14729329	EDWARD JONES NOMINEES LIMITED	30000
MR PAUL JOSEPH BRADLEY	65000	MR JAMES EDWELL	40000
MR ROGER BRADY	32956	MR JOHN ELLISON	50000
MR LAURENCE STANLEY BRAINE	100000	MRS MARY CECILA ELLISON	40000
MR NIGEL FRANCIS JONATHON LLOYD	60000	MISS PHILLIPA MARY ELMS	70000
MR ALEXANDER JAMES BRECKENRIDGE	50000	E*TRADE UK NOMINEES LIMITED	1628908
MR DAVID DONALD BRESLAW	65000	MR JOHN GEORGE FERRIS	30000
BREWIN NOMINEES LIMITED	100000	FOREST NOMINEES LIMITED	1573140
BREWIN NOMINEES LIMITED	7000000	MR RICHARD FOULDS	30000
MRS EILEEN BRIDGE	50000	MR MARK FRY	70000
MR JOHN BRISTOW	61500	MR GEORGE GALE	46000
MR ROBERT BRITTON	70000	ROBERTO GALLI	1750000
MR JAMES WILLIAM BROOKS	33482	MR PAUL GELLING	45000

MR MALCOLM GIBBS	25000	MR THOMAS HUGH JOHNSTON	60000
MR BRIAN GILLEENEY	50000	MR THOMAS HUGH JOHNSTON	60000
GILTSPUR NOMINEES LIMITED	2875000	J S & N HODARI CHARITABLE TRUST	11500000
MR ALEXANDER JOHN GLOSTER	100000	MR PHILIP KANAS	250000
MR WALTER GLOVER	204743	MR PHILIP KANAS	1000000
MR ANDREW GOODWIN	25000	MS DIANE KERMODE	60000
MRS SARAH MARIE GORMAN	30750	MR PHILIP KEYS	466708
MR HARRIS HIRAGAR GOSAI	6000	MRS SHEILA KIRCHNER	40000
GOSSET VENTURES SA	10000000	MR CHARLES LAGAN	80000
MR NICHOLAS GOULDER	100000	MR PAUL ANTHONY LEE	250000
MR PETER GRACIE	325000	MRS MARGARET JOYCE LEWIS	45000
GREATER MANCHESTER EAST COUNTY	500000	MR IAN LINDSAY	45000
MR JAMES GREIG	50000	MR EDWARD ALAN LIVINGSTONE	100000
MR JOHN GRIFFITHS	30000	MR MALCOLM JOSEPH LIVINGSTONE	100000
MR EAMONN MICHAEL HALL	201000	MRS SUSAN LONGBOTTOM	125000
MR NORMAN HAMLEY	25000	MR MARTIN LOUGHLIN	38000
MR PHILIP HAND	150000	MR PAUL LOVELESS	70000
MR ANTHONY WILLIAM HARGRAVES	105000	L R NOMINEES LIMITED	40865288
HARGREAVE HALE NOMINEES LIMITED	75000	MR JOHN LUTHER	40000
HARGREAVES LANSDOWN (NOMINEES)	1050000	LYNCHWOOD NOMINEES LIMITED	2000000
HARGREAVES LANSDOWN (NOMINEES)	16707964	M & L COHEN CHARITABLE TRUST	1000000
HARGREAVES LANSDOWN (NOMINEES)	1972639	MR DAVID P MACKAY	98959
MR MERVYN HAWE	50000	IAIN-NEIL MACLEOD ESQ	35000
MR MERVYN HAWE	160000	MANCHESTER JEWISH FEDERATION	375000
MR GEOFFREY HAWES	62500	MANCHESTER JEWISH MUSEUM	200000
MR CHARLES HAYTON	100000	MR KENNETH CHARLES MANTERFIELD	100000
MR GORDON W HERDMAN	155000	MR ALAN MARSHALL	30000
MR DENNIS HERRINGTON	100000	MR WILLIAM MARTIN	39500
MR JOSEPH HILL	300000	MR MICHAEL KEVIN MCGOWAN	80000
MR STEPHEN MICHAEL HILL	30000	MR PATRICK MCHUGH	1500000
MR DOUGLAS F HOGAN	100000	MR FRANCIS JAMES MCKENNA	46211
MR GEOFFREY STUART HOLDEN	155000	MR ROBERT MCMAHON	60000
MR DAVID HOLT	100000	MR THOMAS LESLIE MCNEILL	61500
MR ARUNDEL HOYE	35000	MR JOHN A MCWILLIAM	70000
HSBC GLOBAL CUSTODY NOMINEE (UK)	1500000	MR JOHN MEADE	35000
HSBC GLOBAL CUSTODY NOMINEE (UK)	3400000	MR IAN MELVILLE	77000
HSBC GLOBAL CUSTODY NOMINEE (UK)	42000	FREDERICK RAYMOND MENOWN ESQ	5000
HSDL NOMINEES LIMITED	3757287	M I CHARITABLE TRUST	2000000
HSDL NOMINEES LIMITED	5292834	LADY PRIMROSE MIDDLETON	33505
HSDL NOMINEES LIMITED	811041	MR ROBIN MILAN	50000
MR CHRISTOPHER HUCKLEBRIDGE	46000	MR WILLIAM MILLS	45000
MR ROBERT HUNTER	60000	MR ALMA MUNSON	100000
IMPERIAL INNOVATIONS LIMITED	21778527	MR WILLIAM NAGLE	252095
MR ANDREW IRVINE	92000	MR PHILIP HENRY NASH	50000
ISI NOMINEES LIMITED	125000	NORDEA BANK DANMARK A/S	190000
THE ISLINGTON ANGEL CHARITABLE	2500000	OBSIDIAN INTERNATIONAL AND CO. LTD	1693334
ISS EUROPE LIMITED	1112	MR MICHAEL O'LEARY	60000
THE J & S FOUNDATION	1100000	MR EDWARD OMARA	40000
JAMES CAPEL (NOMINEES) LIMITED	1720978	OSEM TRADING CORP	5000000
MR MOHAMMED JAMIL	50000	PACIFIC CONTINENTAL SECURITIES (UK)	48937112
MR MICHAEL D JENKERSON	50001	MR ARMANDO PARDO	30000
MR WILLIAM JENKINS	100000	MR ROGER PARKER	30000
JIM NOMINEES LIMITED	246099	MR ROGER PARKIN	40000
JIM NOMINEES LIMITED	3850	MR NITUL PATEL	100000

MR SANJAY PATEL	90000	MR HAROLD SMITH	55000
PROF JOHN PATHY	30000	MISS IRENE SMITH	50000
MR MICHAEL PAWLYN	30000	JOHN SMITH ESQ	15000
MR JOHN EDWARD PEARSE	40000	MR JOHN SMITH	65000
MR JOHN PERKINS	6384576	MR CECIL SOARES	65000
PERSHING NOMINEES LIMITED	900000	MR DAVID SOUDEN	50000
PERSHING NOMINEES LIMITED	1000000	MR PETER SPARY	50000
PERSHING NOMINEES LIMITED	100000	MR ROGER SPEECHLEY	30000
PERSHING NOMINEES LIMITED	1000000	SPEIRS & JEFFREY CLIENT NOMINEES	750000
PERSHING NOMINEES LIMITED	1350000	MR DENNIS SPENCER	30000
THE PERSULA FOUNDATION	3750000	MR DAVID MERVYN SPOTTISWOODE	45000
MR ANTHONY BOURNE PHIPPS	75000	ST STEPHENS RESTORATION AND	100000
MRS SHARON PICKLES	30000	MR DIANA STANSFIELD	154500
EFSTRATIOS PISTIKOPOULOS	41751767	MR CHRISTOPHER STARLING	50000
MR MARTYN PITT	33000	MRS MARGARET STAVELEY	30000
MR STEPHEN POULTON	80000	MR JEFFREY STOCKS	26000
MR JOHN POWELL	100000	THE STRAWBERRY CHARITABLE TRUST	1322049
PRISM NOMINEES LIMITED	800000	THE STRONG FOUNDATION	500000
PROCESS SYSTEMS ENTERPRISE LIMITED	10080909	MR JOSEPH WILLIAM STUDLEY	70000
MR MANI KUMAR RAI	40000	SWISS FINANCIAL TRUST AG	10000000
MR BHAYALAL RAICHURA	50000	GEORGE SYRETT ESQ	602000
RAVEN NOMINEES LIMITED	100000	MR BRUCE WILLIAM TAYLOR	1200
RAVEN NOMINEES LIMITED	10000	MR MARTIN TAYLOR	35000
MR ERNEST RAW	154500	TD WATERHOUSE NOMINEES (EUROPE)	10396162
MRS SUSAN REDFERN	21250	MR DANIEL TENNANT	150000
REDMAYNE (NOMINEES) LIMITED	250000	MR TREVOR TENNEY	40000
REDMAYNE (NOMINEES) LIMITED	4500000	MR CHRISTOPHER THOMPSON	70000
MRS RITA RENNIE	35000	TIANA INVEST & TRADE INC	350000
MR JOHN RAYMOND REYNOLDS	50000	MS LINDA TINWORTH	50000
MR LAURIE KENNETH REYNOLDS	50000	MR KERITH TRICK	50000
RIF CHARITABLE TRUST	1000000	MR FRANCIS JOSEPH TURNER	36000
MARCELLO RIGOLI	10250000	MR NEIL ANDREW TYRER	11053
MR JAMES SPACKMAN ROBERTSON	170300	MR ABDULQADIR UMAR	50000
ROCK (NOMINEES) LIMITED	306666	THE UNITED KINGDOM COMMITTEE FOR	1000000
ROCK (NOMINEES) LIMITED	400000	MR VAHE VARTANIAN	62500
ROCK (NOMINEES) LIMITED	1583334	MR ANDREW VICARY	35000
ROCK (NOMINEES) LIMITED	3856667	MR RAYMOND VOCKINS	40000
MS ANN ROCKS	32000	MR MERVYN JOHN WAKEFIELD	92000
MR RAYMOND ROOKE	30000	MR JOHN AINSWORTH WALKER	61500
MR ALBERT HENRY THOMAS ROSE	60000	MR JAMES WALLACE	300000
MR RAYMOND GEORGE RUSSELL	40000	MISS ANN ELIZABETH WATKINS	35000
VASSILIS SAKIZLIS	4209713	MR JOE WATSON	1000000
MR PHILIP JOHN SCATCHARD	143750	MS MOIRA WATSON	50000
RICCARDO SEGAT	2500000	W B NOMINEES LIMITED	2100000
MR MALCOLM JOHN SELF	100000	MR DARRAN WEBB	25000
MAHESH SHAH	60000	MR PHILLP NORMAN WEBBER	65000
MR LESLIE HENRY SHAPLAND	46155	WESTCOTT INTERNATIONAL HOLDINGS	29346648
SHARE NOMINEES LTD	1254483	MR JEFFREY WILD	25000
MR ROBERT CARTER SHAW	154500	MR DAVID WILLIAMS	85000
MR DANIEL JOHN SHEARS	25000	WINTERFLOOD SECURITIES LIMITED	23479
MR ALAN SHILLITO	50000	MR DAVID WRAY	25000
FABIO ROBERT SIDOLI ESQ	298507	MR KENNETH YATES	50000
MR ROGER SLATER	100000		
MR NIALL KINGSMILL GEORGE SLOANE	50000		

ANNEX 9: LIST OF CREDITORS OF PAROS PLC

	£
Dr N Bozinis 53 Alexandra Park Road London N10 2 DG	173.64
Hamilton Associates 1 Temple Avenue London EC4Y 0HA	55,530.20
Hammonds LLP Trinity Court 16 John Dalton Street Manchester M60 8HS	25,912.24
Horwath Clark Whitehill Arkwright House Parsonage Gardens Manchester M3 2HP	18,168.75
Isosceles Finance Limited PO Box 502 Staines TW18 9AG	11,677.01
Mr J King 70 Park Street London W1K 2JT	1,164.56
London Stock Exchange plc Credit Control 3 rd Floor 10 Paternoster Square London EC4M 7LS	5,386.25
Mr P McHugh 189 Camberwell Grove London SE5 8JU	9,549.01
Merchant John East Securities Limited 10 Finsbury Square London SE5 8JU	146,995.78
PR Newswire Europe Limited 209-315 Blackfriars Road London SE1 8NL	276.00
Trinity Group One Lyric Square Hammersmith London W6 0NB	<u>278,811.75</u>
	<u>554,095.19</u>

PROOF OF DEBT - GENERAL FORM

In the matter of ParOS PLC

and in the matter of The Insolvency Act 1986

Date of Appointment 2 December 2009

1.	Name of Creditor	
2.	Address of Creditor	
3.	Total amount of claim, including any Value Added Tax and outstanding uncapitalised interest as at the date the company went into company voluntary arrangement (see note)	£
4.	Details of any document by reference to which the debt can be substantiated. [Note the Supervisor may call for any document or evidence to substantiate the claim at his discretion]	
5.	If the total amount shown above includes Value Added Tax, please show:- (a) amount of Value Added Tax (b) amount of claim NET of Value Added Tax	£ £
6.	If total amount above includes outstanding uncapitalised interest please state amount	£
7.	If you have filled in both box 3 and box 5, please state whether you are claiming the amount shown in box 3 or the amount shown in box 5(b)	
8.	Give details of whether the whole or any part of the debt falls within any (and if so which) of the categories of preferential debts under section 386 of, and schedule 6 to, the Insolvency Act 1986 (as read with schedule 3 to the Social Security Pensions Act 1975)	Category Amount(s) claimed as preferential £
9.	Particulars of how and when debt incurred.	
10.	Particulars of any security held, the value of the security, and the date it was given	£
11.	Signature of creditor or person authorised to act on his behalf	
	Name in BLOCK LETTERS	
	Position with or relation to creditor	

PROOF OF DEBT - GENERAL FORM (CONTD...)

Form 4.25

Admitted to Vote for

£

Date

Supervisor

Admitted preferentially for

£

Date

Supervisor

Admitted non-preferentially for

£

Date

Supervisor