

1 0 1 2 0

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of New York
(State)

Case number (if known): 22- Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name iPass, Inc.

2. All other names debtor used in the last 8 years
Include any assumed names, trade names, and *doing business* as names

3. Debtor's federal Employer Identification Number (EIN) 9 3 - 1 2 1 4 5 9 8

4. Debtor's address	Principal place of business	Mailing address, if different from principal place of business
	<u>1185 Avenue of Americas</u>	<u>Number Street</u>
	<u>2nd Floor</u>	<u>P.O. Box</u>
	<u>New York New York 10036</u>	<u>City State ZIP Code</u>
	<u>New York</u>	Location of principal assets, if different from principal place of business
	<u>County</u>	<u>Number Street</u>
		<u>City State ZIP Code</u>

5. Debtor's website (URL) https://www.ipass.com



Debtor iPass, Inc.
Name

Case number (if known) 22-

- 6. Type of debtor**
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 - Partnership (excluding LLP)
 - Other. Specify: _____

- 7. Describe debtor's business**
- A. Check one:
- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above
-
- B. Check all that apply:
- Tax-exempt entity (as described in 26 U.S.C. § 501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 - Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))
-
- C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.
- 5 1 7 9

- 8. Under which chapter of the Bankruptcy Code is the debtor filing?**
- Check one:
- Chapter 7
 - Chapter 9
 - Chapter 11. Check all that apply:
 - Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
 - Chapter 12

- 9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**
- No
- Yes. District _____ When _____ Case number _____
MM / DD / YYYY
- If more than 2 cases, attach a separate list. District _____ When _____ Case number _____
MM / DD / YYYY

Debtor iPass, Inc.
Name

Case number (if known) 22-

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

No
 Yes. Debtor See Rider Attached Relationship Affiliate
District Southern District of New York When 05/15/2022
MM / DD / YYYY
Case number, if known _____

List all cases. If more than 1, attach a separate list.

11. Why is the case filed in this district?

Check all that apply:
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

No
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
- It needs to be physically secured or protected from the weather.
- It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- Other _____

Where is the property?

Number _____ Street _____
City _____ State ZIP Code _____

Is the property insured?

No
 Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

1-49 1,000-5,000 25,001-50,000
 50-99 5,001-10,000 50,001-100,000
 100-199 10,001-25,000 More than 100,000
 200-999

Debtor iPass, Inc.
Name

Case number (if known) 22-

- 15. Estimated assets**
- | | | |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000 | <input checked="" type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

- 16. Estimated liabilities**
- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input checked="" type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 05/15/2022
MM / DD / YYYY

/s/Laura W. Thomas
Signature of authorized representative of debtor

Laura W. Thomas
Printed name

Title: Chief Executive Officer

18. Signature of attorney /s/Frank A. Oswald
Signature of attorney for debtor

Date 05/15/2022
MM / DD / YYYY

Frank A. Oswald, Esq.
Printed name

Togut, Segal & Segal LLP
Firm name

One Penn Plaza, Suite 3335

Number Street
New York NY 10119
City State ZIP Code

212-594-5000
Contact phone

frankoswald@teamtogut.com
Email address

2087211 New York
Bar number State

RIDER TO PETITION

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtors

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in this Court for relief under chapter 11 of title 11 of the United States Code. The Debtors will move for joint administration of these cases.

#	NAME OF DEBTOR	TAX ID OR FOREIGN REGISTRATION NUMBER
1	Pareteum Corporation	95-4557538
2	Pareteum North America Corp. (f/k/a Elephant Talk North America Corp.)	46-2219623
3	Devicescape Holdings, Inc.	52-2322909
4	iPass, Inc.	93-1214598
5	iPass IP LLC	83-1192550
6	Pareteum Europe B.V.	34252209
7	Artilium Group Ltd. (f/k/a Artilium PLC)	3904535
8	Pareteum Asia Pte. Ltd.	201816006N
9	Pareteum N.V. (f/k/a Artilium N.V.)	0468.433.091

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

PARETEUM CORPORATION, *et al.*,

Debtors.¹

Chapter 11

Case No.: 22-____ ()

(Jointly Administration Requested)

SCHEDULE OF CREDITORS HOLDING LARGEST SECURED CLAIMS

The following is the list of the creditors holding the largest secured claims against the Debtors, as of May 15, 2022.

This information has been prepared from the books and records of the Debtors, and in accordance with Bankruptcy Rule 1007(d), for filing in the Debtors' chapter 11 cases.

The information set forth herein shall not constitute an admission of liability by, nor is binding on, the Debtors and the failure to list a claim as contingent, disputed, or subject to set off shall not be a waiver of any of the Debtors' rights relating thereto.

¹ The Debtors in the Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, if applicable, are: Pareteum Corporation (7538); Pareteum North America Corp. (f/k/a Elephant Talk North America Corp.) (9623); Devicescape Holdings, Inc. (2909); iPass, Inc. (4598); iPass IP LLC (2550); Pareteum Europe B.V.; Artidium Group Ltd. (f/k/a Artidium PLC); Pareteum Asia Pte. Ltd.; and Pareteum N.V. (f/k/a Artidium N.V.). The Debtors' corporate headquarters is located at 1185 Avenue of the Americas, 2nd Floor, New York, NY 10036.

DECLARATION UNDER PENALTY OF PERJURY:

I, Laura W. Thomas, the undersigned authorized Person on behalf of the Debtors, declare under penalty of perjury that I have read the foregoing List of Creditors Holding the Largest Secured Claims and that the list is true and correct to the best of my information and belief.

Dated: New York, New York
May 15, 2022

By: /s/Laura W. Thomas
Name: Laura W. Thomas
Title: Interim Chief Financial Officer

PARETEUM CORP.
 Consolidated List of the Top 5 Holders of Largest Secured Claims

	Creditor	Debtor	Contact, Mailing Address	Contact Name, Telephone Number, and Email Address	Nature of Claim	Amount of Claim ⁽¹⁾ in \$ unless otherwise noted	Collateral Description
1.	Circles MVNE Pte Ltd.	Pareteum Corporation	221 Henderson Road #06-10; Henderson Building; Singapore 159557; Attention: Legal	legal@circles.asia	Senior Secured Convertible Note	\$ 15,831,514.00	Lien on and security interest in all of such Grantor's right, title and interest in the properties and assets of the Company as defined in Section 3 of the Security Agreement.
2.	JFG Capital BV	Pareteum Corporation	Channel Ventures Group, LLC; Osakastraat 10, Rotterdam, 3047 AK Netherlands	Markwin Maring and M. Kloosterman; 31-651582511; mmaring@channelholding.com m.kloosterman@channelholding.com	Junior Secured Convertible Note	\$ 9,684,793.00	Lien on and security interest in all of such Grantor's right, title and interest in the properties and assets of the Company as defined in Section 3 of the Security Agreement.
3.	MR. J. DENIJS	Pareteum Corporation	Channel Ventures Group, LLC; Osakastraat 10, Rotterdam, 3047 AK Netherlands	Markwin Maring and M. Kloosterman; 31-651582511; mmaring@channelholding.com m.kloosterman@channelholding.com	Junior Secured Convertible Note	\$ 3,469,512.00	Lien on and security interest in all of such Grantor's right, title and interest in the properties and assets of the Company as defined in Section 3 of the Security Agreement.
4.	BMF de Kroes - Brinkers	Pareteum Corporation	Channel Ventures Group, LLC; Osakastraat 10, Rotterdam, 3047 AK Netherlands	Markwin Maring and M. Kloosterman; 31-651582511; mmaring@channelholding.com m.kloosterman@channelholding.com	Junior Secured Convertible Note	\$ 2,971,122.00	Lien on and security interest in all of such Grantor's right, title and interest in the properties and assets of the Company as defined in Section 3 of the Security Agreement.
5.	BMF de Kroes - Brinkers	Pareteum Corporation	Channel Ventures Group, LLC; Osakastraat 10, Rotterdam, 3047 AK Netherlands	Markwin Maring and M. Kloosterman; 31-651582511; mmaring@channelholding.com m.kloosterman@channelholding.com	Junior Secured Convertible Note	\$ 2,848,123.00	Lien on and security interest in all of such Grantor's right, title and interest in the properties and assets of the Company as defined in Section 3 of the Security Agreement.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

PARETEUM CORPORATION, *et al.*,

Debtors.¹

Chapter 11

Case No.: 22-____ ()

(Joint Administration Requested)

**CONSOLIDATED LIST OF CREDITORS
HOLDING 30 LARGEST UNSECURED CLAIMS**

The above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code. The following is the consolidated list of the Debtors’ creditors holding the 30 largest non-contingent unsecured claims (the “Consolidated List”) based on the Debtors’ books and records as of approximately May 15, 2022. The Consolidated List is prepared in accordance with rule 1007(d) of the Federal Rules of Bankruptcy Procedure for filing in these chapter 11 cases. The Consolidated List does not include (a) persons who come within the definition of “insider” set forth in 11 U.S.C. § 101(31) or (b) secured creditors. None of these creditors are minor children. The information contained herein shall neither constitute an admission of liability by, nor is it binding on, the Debtors. The information herein, including the failure of the Debtors to list any claim as contingent, unliquidated or disputed, does not constitute a waiver of the Debtors’ right to contest the validity, priority or amount of any claim.

¹ The Debtors in the Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, if applicable, are: Pareteum Corporation (7538); Pareteum North America Corp. (f/k/a Elephant Talk North America Corp.) (9623); Devicescape Holdings, Inc. (2909); iPass, Inc. (4598); iPass IP LLC (2550); Pareteum Europe B.V.; Artidium Group Ltd. (f/k/a Artidium PLC); Pareteum Asia Pte. Ltd.; and Pareteum N.V. (f/k/a Artidium N.V.). The Debtors’ corporate headquarters is located at 1185 Avenue of the Americas, 2nd Floor, New York, NY 10036.

DECLARATION UNDER PENALTY OF PERJURY:

I, the undersigned on behalf of the Debtors, declare under penalty of perjury that I have read the foregoing List of Creditors Holding 30 Largest Unsecured Claims and are not Insiders, and that the list is true and correct to the best of my information and belief.

Dated: New York, New York
May 15, 2022

/s/Laura W. Thomas

By: Laura W. Thomas

Title: Interim Chief Financial Officer

Fill in this information to identify the case:
 Debtor name: Pareteum Corporation, et al.
 United States Bankruptcy Court for the Southern District of New York
 Case number (if known):

Check if this is an amended filing

Official Form 204
Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	AT&T MOBILITY JEREMIAH HILLMAN 2900 W. PLANO PARKWAY PLANO, TX 75075	JEREMIAH HILLMAN PHONE: 502-657-9880 EMAIL: JH8670@ATT.COM	TRADE DEBT	DISPUTED			\$3,410,578.91
2	GOGO LLC. MAURA LEVINE-PATTON 111 N. CANAL STREET, SUITE 1500 CHICAGO, IL 60606	MAURA LEVINE-PATTON PHONE: 312-624-6368 EMAIL: MLEVINE-PATTON@BENESCHLAW.COM	TRADE DEBT				\$2,380,129.67
3	T-MOBILE GERMANY ANNIKA MICHELS POSTFACH 300 330 BONN, 53183 GERMANY	ANNIKA MICHELS PHONE: 49-6151-5822326 EMAIL: ANNIKA.MICHELS@TELEKOM.DE	TRADE DEBT				\$1,648,519.41
4	CHANNEL VENTURES GROUP, LLC MARKWIN MARING & M. KLOOSTERMAN OSAKASTRAAT 10 ROTTERDAM, 3047 AK NETHERLANDS	MARKWIN MARING & M. KLOOSTERMAN PHONE: 31-651582511 EMAIL: M.MARING@CHANNELHOLDING.COM; M.KLOOSTERMAN@CHANNELHOLDING.COM	UNSECURED NOTE				\$1,440,000.00
5	PANASONIC AVIONICS CORPORATION RAFAEL PULIDO TAX DEPARTMENT 11TH FLOOR TWO RIVERFRONT PLAZA NEWARK, NJ 07102	RAFAEL PULIDO PHONE: 949-595-5168 EMAIL: RAFAEL.PULIDO@PANASONIC.AERO	TRADE DEBT				\$895,794.49
6	T-MOBILE IN-FLIGHT WIFI ANNIKA MICHELS LANDGRABENWEG 151 BONN, 53227 GERMANY	ANNIKA MICHELS PHONE: 49-6151-5822326 EMAIL: ANNIKA.MICHELS@TELEKOM.DE	TRADE DEBT				\$889,528.30
7	T-MOBILE LUFTHANSA EUROPE ANNIKA MICHELS 3800 BRIDGE PKWY REDWOOD CITY, CA 94065	ANNIKA MICHELS PHONE: 49-6151-5822326 EMAIL: ANNIKA.MICHELS@TELEKOM.DE	TRADE DEBT				\$590,612.92
8	BAKER TILLY US, LLP CHRISTOPHER KROGH 11150 SANTA MONICA BLVD, STE 600 LOS ANGELES, CA 90025	CHRISTOPHER KROGH PHONE: 310-826-4474 EMAIL: CHRISTOPHER.KROGH@BAKERTILLY.COM	TRADE DEBT				\$529,250.00
9	UNITED AIRLINES, INC. GRAY, JACQUELINE 233 SOUTH WACKER DRIVE CHICAGO, IL 60606	GRAY, JACQUELINE PHONE: 346-265-3053 EMAIL: JACQUELINE.GRAY@UNITED.COM	TRADE DEBT				\$514,796.76
10	RIMINI STREET, INC. DANIEL B. WINSLOW, EVP, CHIEF LEGAL OFFICER AND SECRETARY 3993 HOWARD HUGHES PARKWAY, SUITE 500 LAS VEGAS, NV 89169	DANIEL B. WINSLOW, EVP, CHIEF LEGAL OFFICER AND SECRETARY PHONE: 925-264-7736 EMAIL: DWINSLOW@RIMINISTREET.COM	TRADE DEBT	DISPUTED			\$416,754.00
11	BT OPENZONE WIFI PREMIUM ROB PAYNE, SALES DIRECTOR BT WI-FI 81 NEWGATE STREET LONDON, EC1A 7AJ UNITED KINGDOM	ROB PAYNE, SALES DIRECTOR BT WI-FI PHONE: 44-0-7860-547836 EMAIL: ROB.PAYNE@BT.COM	TRADE DEBT				\$412,721.44
12	SPECTRUM INTERACTIVE PLC RONAK DALAL, STEVE ELLIS 27 MELCOMBE STREET LONDON, NW1 6AG GREAT BRITAIN	RONAK DALAL, STEVE ELLIS PHONE: 44-0-1442-205-515; 44-0-1442-205-509; 44-0-1442-205-505 EMAIL: RONAK.DALAL@SPECTRUMINTERACTIVE.CO.UK; STEVE ELLIS@SPECTRUMINTERACTIVE.CO.UK	TRADE DEBT				\$371,056.20

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
13 FON WIRELESS LIMITED LUCIA MIRONES CALLE QUINTANAVIDES 15, EDIFICIO 2, PLANTA 1 MADRID, 28050 SPAIN	LUCIA MIRONES PHONE: 34-626121157 EMAIL: LUCIA.MIRONES@FON.COM	TRADE DEBT				\$335,793.08
14 EPIQ SYSTEMS LTD DANNY HAZELTINE; ELLIOTT MURA 77 MARSH WALL, 5TH FLOOR LONDON, E14 9SH UNITED KINGDOM	DANNY HAZELTINE; ELLIOTT MURA PHONE: 44-0-20-7367-9186; 44-0-20-7367-9119; 1-913-804-8420 EMAIL: DHAZELTINE@EPIQGLOBAL.CO.UK; EMURA@EPIQGLOBAL.COM	TRADE DEBT				\$331,270.96
15 RSM US LLP ROB FRATTASIO 80 CITY SQUARE BOSTON, MA 02129	ROB FRATTASIO PHONE: 617-912-9000 EMAIL: ROB.FRATTASIO@RSMUS.COM	TRADE DEBT				\$326,179.78
16 DATABRICKS INC. DAVID CONTE, CFO; DAKOTA MCKENZIE 160 SPEAR STREET, FLOOR 13 SAN FRANCISCO, CA 94105	DAVID CONTE, CFO; DAKOTA MCKENZIE PHONE: 866-330-0121; 603-512-1219 EMAIL: DAKOTA@DATABRICKS.COM	TRADE DEBT	DISPUTED			\$308,280.00
17 COMCAST CABLE COMMUNICATIONS REAGAN EVANS 1701 JFK BLVD. PHILADELPHIA, PA 19103	REAGAN EVANS PHONE: 512-571-0518 EMAIL: REAGAN_EVANS@COMCAST.COM	TRADE DEBT				\$301,990.66
18 WIRE AND WIRELESS CO. KAORU SCHICHIJO 3-13-3 SHIBAURA MINATO-KU TOKYO, JAPAN	KAORU SCHICHIJO PHONE: 81-3-3453-605 EMAIL: SHICHIJO@WI2.CO.JP	TRADE DEBT				\$286,702.05
19 COOLEY, LLP ALPAY, RALPH RYAN MONZOR, CLIENT ACCOUNT ADMINISTRATIVE ASSISTANT 3 EMBARCADERO CENTER, 20TH FLOOR SAN FRANCISCO, CA 94111-4004	ALPAY, RALPH RYAN MONZOR, CLIENT ACCOUNT ADMINISTRATIVE ASSISTANT PHONE: 415-693-2000 EMAIL: RALPAY@COOLEY.COM	TRADE DEBT				\$262,864.10
20 T-MOBILE NETHERLANDS B.V. (DTAG) ZB WALDERVEEN, HUUB VAN HET WALDORPSTRAAT 60 2521 CC DEN HAAG, 2500 BG NETHERLANDS	WALDERVEEN, HUUB VAN HET EMAIL: HUUB.VAN.HET.WALDERVEEN@T-MOBILE.NL	TRADE DEBT	DISPUTED (counter-claim)			\$262,361.09
21 MCGUIREWOODS (BAU) STEPHEN OLDER 800 E. CANAL STREET RICHMOND, VA 23219-3916	STEPHEN OLDER PHONE: 212-548-2122 EMAIL: SOLDER@MCGUIREWOODS.COM	LEGAL FEES	CONTINGENT UNLIQUIDATED DISPUTED			UNLIQUIDATED
22 PARETEUM SHAREHOLDER INVESTOR GROUP- LEAD KIM E. MILLER KAHN SWICK & FOTI, LLC 250 PARK AVENUE, 7TH FLOOR NEW YORK, NY 10177	KIM E. MILLER PHONE: 212-696-3730 EMAIL: KIM.MILLER@KSFCONSEL.COM	LITIGATION	CONTINGENT UNLIQUIDATED DISPUTED			UNLIQUIDATED
23 DOUGLAS LOSKOT JEFFREY F. KELLER KELLER GROVER LLP 1965 MARKET STREET SAN FRANCISCO, CA 94103	JEFFREY F. KELLER PHONE: 415-543-1305 EMAIL: JFKELLER@KELLERGROVER.COM	LITIGATION	CONTINGENT UNLIQUIDATED DISPUTED			UNLIQUIDATED
24 WILLIAM MILLER EX REL. PARETEUM CORPORATION THOMAS G. AMON LAW OFFICE OF THOMAS G AMON 420 LEXINGTON AVENUE, SUITE 1402 NEW YORK, NY 10170	THOMAS G. AMON PHONE: 212-810-2430 EMAIL: TAMON@AMONGLAW.COM	LITIGATION	CONTINGENT UNLIQUIDATED DISPUTED			UNLIQUIDATED
25 WEI ZHANG EX REL. PARETEUM CORPORATION TIMOTHY BROWN THE BROWN LAW FIRM, P.C. 240 TOWNSEND SQUARE OYSTER BAY, NY 11771	TIMOTHY BROWN PHONE: 516-922-5427 EMAIL: TBROWN@THEBROWNLAWFIRM.NET	LITIGATION	CONTINGENT UNLIQUIDATED DISPUTED			UNLIQUIDATED
26 MICHAEL SHAW EX. REL. PARETEUM CORPORATION THOMAS J. MCKENNA; GREGORY M. EGLESTON GAINNEY MCKENNA & EGESTON 501 FIFTH AVENUE, 19TH FLOOR NEW YORK, NY 10017	THOMAS J. MCKENNA; GREGORY M. EGLESTON PHONE: 212-983-1300 EMAIL: TJMCKENNA@GME-LAW.COM	LITIGATION	CONTINGENT UNLIQUIDATED DISPUTED			UNLIQUIDATED

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
27 EDWARD HAYES, JUANITA SILVERA, AND BRAD LINTON BENJAMIN ISAAC SACHS-MICHAELS; BRIAN E. FARNAN 919 N MARKET ST WILMINGTON, DE 19801	BENJAMIN ISAAC SACHS-MICHAELS; BRIAN E. FARNAN PHONE: 212-935-7400; 302-777-0300 EMAIL: BSACHSMICHAELS@GLANCYLAW.COM; BFARNAN@FARNANLAW.COM	LITIGATION	CONTINGENT UNLIQUIDATED DISPUTED			UNLIQUIDATED
28 SABBY VOLATILITY WARRANT MASTER FUND, LTD BARRY R. LAX LAX NEVILLE 350 FIFTH AVENUE, SUITE 4640 NEW YORK, NY 10118	BARRY R. LAX PHONE: 212-696-1999 EMAIL: BLAX@LAXNEVILLE.COM	LITIGATION	CONTINGENT UNLIQUIDATED DISPUTED			UNLIQUIDATED
29 GREGORY LACKEY GUSTAVO F. BRUCKER 600 THIRD AVENUE NEW YORK, NY 10016	GUSTAVO F. BRUCKER PHONE: 212-661-1100 EMAIL: GFBRUCKNER@POMLAW.COM	LITIGATION	CONTINGENT UNLIQUIDATED DISPUTED			UNLIQUIDATED
30 REUBEN HARMON PHILLIP KIM THE ROSEN LAW FIRM, P.A. 275 MADISON AVENUE, 40TH FLOOR NEW YORK, NY 10016	PHILLIP KIM PHONE: 212-686-1060 EMAIL: PKIM@ROSENLEGAL.COM	LITIGATION	CONTINGENT UNLIQUIDATED DISPUTED			UNLIQUIDATED

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

PARETEUM CORPORATION, *et al.*,

Debtors.¹

Chapter 11

Case No.: 22- ____ (__)

(Joint Administration Requested)

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1), 1007(a)(3) and 7007.1 of the Federal Rules of Bankruptcy Procedure, Pareteum Corporation, on behalf of itself and its affiliated debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), respectfully represent:

1. 100% of Devicescape Holdings, Inc. (Delaware) is directly owned by Pareteum Corporation;
2. 100% of Pareteum North America Corp. is directly owned by Pareteum Corporation;
3. 100% of Pareteum Asia PTE Ltd. is directly owned by Pareteum Corporation;
4. 100% of Pareteum Europe B.V. is directly owned by Pareteum Corporation;
5. 100% of iPass, Inc. is directly owned by Pareteum Corporation;
6. 99.8% of iPass, IP LLC is directly owned by iPass, Inc; and .2% is owned by Fortress (a non-debtor entity);
7. 100% of Artilium Group Ltd. is directly owned by Pareteum Corporation;
8. 100% of Pareteum N.V. is directly owned by Pareteum Corporation; and

¹ The Debtors in the Chapter 11 cases, along with the last four digits of each Debtors' federal tax identification number, if applicable, are: Pareteum Corporation (7538); Pareteum North America Corp. (f/k/a Elephant Talk North America Corp.) (9623); Devicescape Holdings, Inc. (2909); iPass, Inc. (4598); iPass IP LLC (2550); Pareteum Europe B.V.; Artilium Group Ltd. (f/k/a Artilium PLC); Pareteum Asia Pte. Ltd.; and Pareteum N.V. (f/k/a Artilium N.V.). The Debtors' corporate headquarters is located at 1185 Avenue of the Americas, 2nd Floor, New York, NY 10036.

DECLARATION UNDER PENALTY OF PERJURY:

I, the undersigned on behalf of the Debtors, declare under penalty of perjury that I have read the foregoing Corporate Ownership Statement and that the list is true and correct to the best of my information and belief.

Dated: New York, New York
May 15, 2022

/s/Linda W. Thomas
By: Linda W. Thomas
Title: Interim Chief Financial Officer

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

PARETEUM CORPORATION, *et al.*,
Debtors.¹

Chapter 11

Case No.: 22-____ ()

(Joint Administration Requested)

LIST OF EQUITY SECURITY HOLDERS²

Pareteum Corporation, and certain of its affiliates (collectively, the “Debtors”) in the above captioned cases submits to Local Rule 1007-3 as follows:

- No corporation directly or indirectly owns any class of the Debtors’ equity interest greater than 5%.

Executed on this 15th day of May 2022

/s/Laura W. Thomas
Interim Chief Financial Officer

¹ The Debtors in the Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, if applicable, are: Pareteum Corporation (7538); Pareteum North America Corp. (f/k/a Elephant Talk North America Corp.) (9623); Devicescape Holdings, Inc. (2909); iPass, Inc. (4598); iPass IP LLC (2550); Pareteum Europe B.V.; Artidium Group Ltd. (f/k/a Artidium PLC); Pareteum Asia Pte. Ltd.; and Pareteum N.V. (f/k/a Artidium N.V.). The Debtors corporate headquarters is located at 1185 Avenue of the Americas, 2nd Floor, New York, NY 10036.

² This list serves as the disclosure required to be made by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. The equity position listed is as of the date of commencement of the chapter 11 cases.

Fill in this information to identify the case and this filing:

Debtor Name Pareteum Corporation, et al.,
United States Bankruptcy Court for the: Southern District of New York
Case number (If known): 22-

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
Schedule H: Codebtors (Official Form 206H)
Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
Amended Schedule
Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
Other document that requires a declaration Schedule of Top 5 Secured Creditors, List of Equity Security Holders, and Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 05/15/2022
MM / DD / YYYY

/s/Laura W. Thomas
Signature of individual signing on behalf of debtor

Laura W. Thomas
Printed name

Interim Chief Financial Officer
Position or relationship to debtor

**WRITTEN CONSENT OF THE SOLE SHAREHOLDER
OF iPASS, INC.**

May 15, 2022

The undersigned, being the sole shareholder (the “Sole Shareholder”) of iPass, Inc., a Delaware corporation (the “Company”), does hereby consent to the adoption of and hereby adopts the following resolutions without a meeting of the shareholder of the Company:

WHEREAS, the Sole Shareholder has reviewed and discussed the financial and operational condition of the Company and the Company’s business, including the current and historical performance of the Company, the assets and liquidity of the Company, the current and long-term liabilities of the Company and current market conditions, the strategic alternatives available to the Company, and the impact of the foregoing on the Company’s business;

WHEREAS, the Sole Shareholder has supervised and directed the management and Relevant Professionals (defined below) of the Company in evaluating its strategic options, including obtaining additional funded debt, asset sales, equity sales, and a balance sheet and/or operational restructuring;

WHEREAS, the Sole Shareholder has had adequate opportunity to consult with management of the Company and the Relevant Professionals (defined below) regarding the materials presented, to obtain additional information, and to fully consider each of the strategic alternatives available to the Company;

WHEREAS, the Sole Shareholder has been presented with an Asset Purchase Agreement (together with all exhibits, schedules and other attachments thereto or incorporated therein by reference, the “Stalking Horse APA”), by and among Circles MVNE Pte. Ltd. (“Circles”) and Channels Venture Group, Inc. (“CVG” and with Circles, the “Stalking Horse Bidders”) on the one hand and the Company and certain of its affiliates (collectively, “Sellers”) pursuant to which the Sellers will sell substantially all of their assets to the Stalking Horse Bidders, and the Stalking Horse Bidders will assume certain of the Sellers’ liabilities on the terms and conditions set forth in the Stalking Horse APA, subject to the receipt of higher and better offers through a court supervised Sale Process (as defined below);

WHEREAS, the Sole Shareholder has received, reviewed, and discussed the recommendations of management of the Company and the Company’s legal, financial, and other advisors as to the relative risks and benefits of the strategic alternatives available to the Company, including a bankruptcy proceeding (the “Bankruptcy Case”) under the provisions of Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”), and has discussed the key “first day” and “second day” filings that would be proposed to be made by the Company in connection with the Bankruptcy Case (the “Initial Filings”);

WHEREAS, after review and discussion and due consideration of all of the information presented to the Sole Shareholder, the Sole Shareholder deems it advisable and in the best interests of the Company, its shareholder, its creditors, its stakeholders and other interested parties for the Company to commence the Bankruptcy Case by filing a voluntary petition for relief under the provisions of the Bankruptcy Code (the “Petition”); and

WHEREAS, the Sole Shareholder deems it advisable and in the best interests of the Company, its shareholder, its creditors, its stakeholders and other interested parties for the Company to make the Initial Filings and to conduct the business of the Company as contemplated thereby;

NOW, THEREFORE, BE IT RESOLVED, that having considered all relevant facts and circumstances, in the judgment of the Sole Shareholder, it is desirable and in the best interests of the Company, its shareholder, its creditors, its stakeholders and other interested parties that the Petition and the Initial Filings be filed by the Company in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and

FURTHER RESOLVED, that Laura Thomas and Alexander Korff (each, a "Company Authorized Officer") and collectively, the "Company Authorized Officers") be, and each of them, acting alone, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company to execute and verify the Petition and the Initial Filings as well as all other ancillary documents and to cause the Petition and the Initial Filings to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof any modifications to the Petition, the Initial Filings, or any ancillary documents, and to execute, verify and file or cause to be filed all petitions, schedules, lists, motions, applications and other papers or documents, agreements, deeds, letters, instruments or certificates necessary or desirable in connection with any of the foregoing, and to perform any and all such further acts as are reasonable, advisable, expedient, convenient, proper or necessary to effect the foregoing; and

FURTHER RESOLVED, that without limiting the generality of the foregoing, the Company Authorized Officers, and each of them, acting either individually or jointly, are hereby authorized and directed, in the name and on behalf of the Company, to execute one or more declarations and other documents relating to the Petition, including without limitation an overview of the Company's business and support for each of the motions requested in connection with the Petition, each in form and substance prepared and reviewed by the Company's financial and legal advisors and approved by such Company Authorized Officer, the execution thereof by such officer to be conclusive evidence of such approval; and

FURTHER RESOLVED, that the Sole Shareholder hereby determines that the Company Authorized Officers, and each of them, acting either individually or jointly, are hereby authorized, in the name and on behalf of the Company, to employ and retain all assistance by legal counsel, accountants, financial advisors and other professionals in executing, verifying or filing the Petition and the Initial Filings with a view to their successful prosecution; and

Retention of Professionals

FURTHER RESOLVED, that the Sole Shareholder hereby determines that the law firm of Togut, Segal & Segal LLP ("Togut") shall be employed as bankruptcy counsel to the Company in the Bankruptcy Case, subject to the approval of the Bankruptcy Court, and in connection therewith, the Company Authorized Officers, and each of them, acting either individually or jointly, are hereby

authorized, empowered, and directed, in the name and on behalf of the Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Bankruptcy Case, and cause to be filed an appropriate application for authority to retain the services of Togut; and

FURTHER RESOLVED, that the Sole Shareholder hereby determines that the law firm of King & Spalding LLP (“K&S”) shall be employed as special counsel to the Company in the Bankruptcy Case, subject to the approval of the Bankruptcy Court, and in connection therewith, the Company Authorized Officers, and each of them, acting either individually or jointly, are hereby authorized, empowered, and directed, in the name and on behalf of the Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Bankruptcy Case, and cause to be filed an appropriate application for authority to retain the services of K&S; and

FURTHER RESOLVED, that the investment bank of FTI Capital Advisors, LLC (“FTICA”) be, and hereby is, engaged to provide investment banking, financial advisory and other related services to the Company in the Bankruptcy Case; and in connection therewith, the Company Authorized Officers be and each of them, acting alone or in any combination, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Bankruptcy Case, and to cause to be filed an appropriate application for authority to retain the services of FTICA; and

FURTHER RESOLVED, that the firm of Kurtzman Carson Consultants LLC (“KCC”) be, and hereby is, engaged to act as notice, claims and balloting agent and to provide other related services to the Company in the Bankruptcy Case; and in connection therewith, the Company Authorized Officers be and each of them, acting alone or in any combination, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Bankruptcy Case, and to cause to be filed an appropriate application for authority to retain the services of KCC; and

FURTHER RESOLVED, that, any Company Authorized Officer, acting alone or in any combination, be, and hereby is, authorized to cause the Company to employ other special counsel, financial advisors, investment bankers, accountants, restructuring advisors, notice, balloting and claims agents and other professionals (collectively, the “Additional Professionals” and with Togut, K&S, FTICA, and KCC, the “Relevant Professionals”) as appropriate in connection with the Bankruptcy Case and all related matters; and

FURTHER RESOLVED, that each such Relevant Professional will be retained to represent and assist the Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and any applicable law (including, but not limited to, the law firms filing any pleadings or responses) and to take any and all actions to advance the rights and obligations of the Company, including filing any motions, objections, replies, applications, or pleadings; and

FURTHER RESOLVED, that any and all actions done to date in connection with the employment of the Relevant Professionals, including but not limited to: (i) all actions taken by the Relevant Professionals to advance the rights and obligations of the Company, including any filed motions, objections, replies, applications, or pleadings; and (ii) any actions taken by Company Authorized Officers to employ the Relevant Professionals, including but not limited to the execution of appropriate engagement letters and/or retention agreements, the paying of appropriate retainers, and any filing of appropriate applications for the authority to retain the services of the Relevant Professional is hereby ratified and approved; and

DIP Financing

FURTHER RESOLVED that, in connection with the Bankruptcy Case, the Sole Shareholder has determined, after consultation with management and the legal and financial advisors of the Company, that it is desirable and in the best interests of the Company, its shareholder, its creditors, its stakeholders and other interested parties to obtain, and the Company will benefit under, a senior secured superpriority debtor in possession credit facility with Circles MVNE Pte. Ltd. (“Lender”) in an aggregate principal amount of up to \$6 million, consisting of a term loan (with the ability to incur additional incremental facilities or commitments up to an amount to be agreed between any Company Authorized Officer and the Lender in respect of such facilities or commitments), to be evidenced by a Senior Secured, Priming and Superpriority Debtor-in-Possession Credit Agreement (including any commitment letters and term sheets related to such term loan or revolving credit facility, the “DIP Credit Agreement”), to be entered into by and among the Sole Shareholder, the Company, and certain of its affiliates (collectively, the “Borrowers”), subject to approval by the Bankruptcy Court, which is necessary, appropriate, desirable, or advisable to the conduct, promotion, and attainment of the business of the Sole Shareholder (the “Debtor in Possession Financing”) substantially in the form presented to the Sole Shareholder on or in advance of the date hereof; and

FURTHER RESOLVED that the execution and delivery of the DIP Credit Agreement and any DIP Financing Documents (as defined below) to which the Company is a party, the consummation by the Company of the transactions contemplated thereunder, including the borrowing and reborrowing of loans thereunder, the guarantee of the obligations thereunder as provided in any DIP Financing Document, the grant of a security interest in and liens upon any or all of the Company’s assets in favor of the secured parties (including the authorization of financing statements and other security documentation in connection with liens), and the execution, delivery, and performance of all other agreements, guarantees, letters (including fee letters), instruments, documents, notices, or certificates constituting exhibits to the DIP Credit Agreement or that may be necessary, appropriate, desirable, or advisable to be executed or delivered pursuant to the DIP Credit Agreement or otherwise related thereto (each, including the DIP Credit Agreement, a “DIP Financing Document” and collectively, the “DIP Financing Documents”), the making of the representations and warranties and compliance with the covenants thereunder, and the assumption of any obligations under and in respect of any of the foregoing, are hereby authorized and approved in all respects, and that any Company Authorized Officer, acting singly or jointly, be, and each hereby is, authorized and

empowered, in the name and on behalf of the Company, to execute and deliver the DIP Credit Agreement and any other DIP Financing Document to which the Company is a party, with such changes therein and additions thereto as any such Company Authorized Officer, in his or her sole discretion, may deem necessary, appropriate, desirable, or advisable, the execution and delivery of the DIP Credit Agreement and any such DIP Financing Document with any changes thereto by the relevant Company Authorized Officer to be conclusive evidence that such Company Authorized Officer deemed the same or any such changes to meet such standard; and

FURTHER RESOLVED that (i) the form, terms, and provisions of (a) the DIP Credit Agreement and (b) any and all of the other DIP Financing Documents, in each case substantially on the terms discussed with the Sole Shareholder, (ii) the extensions of credit contemplated by the DIP Credit Agreement and the other DIP Financing Documents, including the borrowing of funds under the DIP Credit Agreement, the use of proceeds of such borrowings to, among other things, provide liquidity for the Company throughout the Bankruptcy Case, and (iii) the performance of obligations under the DIP Credit Agreement and the other DIP Financing Documents, including the guarantees and the payment of all fees and expenses contemplated thereunder, are in each case hereby, in all respects confirmed, ratified, and approved; and

FURTHER RESOLVED that any Company Authorized Officer, acting singly or jointly, be, and each hereby is, authorized and empowered, in the name and on behalf of the Company, to cause the Company to negotiate and approve the terms, provisions, and performance of, and to prepare, execute, and deliver the DIP Credit Agreement and any other DIP Financing Document, in the name and on behalf of the Company under its corporate seal or otherwise, and such other documents, agreements, instruments, and certificates as may be required or desired by the Administrative Agent thereunder or required by the DIP Credit Agreement or any other DIP Financing Document, including without limitation any Uniform Commercial Code financing statements requested by Lender; and

FURTHER RESOLVED that the Company be, and hereby is, authorized to incur the obligations and to undertake any and all related transactions contemplated under the DIP Credit Agreement and any other DIP Financing Document, including the borrowing of loans, guaranteeing of obligations, granting of security thereunder, and the pledging of collateral; and

FURTHER RESOLVED that any Company Authorized Officer, acting singly or jointly, be, and each hereby is, authorized and empowered, in the name and on behalf of the Company, to grant security interests in, and liens on, any and all property of the Company as collateral pursuant to the DIP Credit Agreement and any other DIP Financing Document to secure all of the obligations and liabilities of the Company thereunder to the Lender, and to authorize, execute, verify, file, or deliver to such Lender, on behalf of the Company, all agreements, documents, and instruments required by Lender in connection with the foregoing; and

FURTHER RESOLVED that any Company Authorized Officer, acting singly or jointly, be, and each hereby is, authorized and empowered, in the name and on behalf of the Company, to take all such further actions, including, without

limitation, to pay all fees and expenses in accordance with the terms of the DIP Credit Agreement and any other DIP Financing Document, which shall, in such Company Authorized Officer's sole judgment, be necessary, appropriate, desirable, or advisable to perform the Company's obligations under or in connection with the DIP Credit Agreement or any other DIP Financing Document and the transactions contemplated therein and to carry out fully the intent of the foregoing paragraphs of this resolution; and

FURTHER RESOLVED that any Company Authorized Officer, acting singly or jointly, be, and each hereby is, authorized and empowered, in the name and on behalf of the Company, to execute and deliver any non-material amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the DIP Credit Agreement or any of the DIP Financing Documents, subject to any required approval of the Bankruptcy Court, which shall, in such Company Authorized Officer's sole judgment, be necessary, appropriate, desirable, or advisable (such acts to be conclusive evidence that such Company Authorized Officer deemed the same to meet such standard); and

Sale Motion and Sale Process

FURTHER RESOLVED, that the Company shall be, and hereby is, and the Company Authorized Officers shall be, and each of them, acting alone, hereby is, in the name and on behalf of the Company, authorized, directed and empowered to file a motion with the Bankruptcy Court (the "Sale Motion") seeking approval of (i) bidding procedures to be used to facilitate a sale of substantially all the assets of the Company (the "Sale"), (ii) form and manner of notice, (iii) the payment of certain bidding protections to the Stalking Horse Bidders, if any (subject to the terms and conditions of the form of Asset Purchase Agreement and approval of the Bankruptcy Court), and (iv) the Sale, all in substantially in the form presented to the Sole Shareholder on or in advance of the date hereof, subject to such non-material modifications thereto as the Company Authorized Officers and the Company's management may deem necessary or advisable (the approval of which to be conclusively established by the execution thereof by a Company Authorized Officer); and

FURTHER RESOLVED, that in the judgement of the Sole Shareholder, it is desirable and in the best interests of the Company, its shareholder, its creditors, its stakeholders and other interested parties that the Company be, and hereby is, authorized to continue to engage in a marketing process for the Company's assets, to ensure the auction provides the highest or otherwise best offer for the Company's assets (the "Sale Process"), with such non-material changes, additions, and modifications thereto as a Company Authorized Officer shall approve; and

FURTHER RESOLVED, that it is in the best interest of the Company to enter into the Stalking Horse APA substantially in the form presented to the Sole Shareholder on or in advance of the date hereof; and

FURTHER RESOLVED, that the form, terms, and provisions of the Stalking Horse APA, and any other agreement, instrument, document, or certificate required to effect the purposes of the Stalking Horse APA, is authorized and approved, with

such non-material changes, additions, or deletions as any Company Authorized Officer executing the same may in his or her discretion deem necessary or appropriate; and

FURTHER RESOLVED, that the Company Authorized Officers, and each of them, are authorized, empowered, and directed to execute, and deliver the Stalking Horse APA with the Stalking Horse Bidder on behalf of the Company, subject to the Company receiving higher or better offers through a court-supervised auction process pursuant to sections 105, 363 and 365 of the Bankruptcy Code (the “Section 363 Sale”); and

FURTHER RESOLVED, that each of the Company Authorized Officers be, and hereby is, authorized, empowered, and directed to execute and file on behalf of the Company all schedules, lists, and other motions, papers, or documents, and any other agreements or amendments related thereto or required thereby in respect of the Section 363 Sale, and to take any and all action that they deem necessary or advisable to effect the Section 363 Sale, the execution thereof to be conclusive evidence of such approval and determination;

FURTHER RESOLVED that any Company Authorized Officer, acting singly or jointly, be, and each hereby is, authorized and empowered, in the name and on behalf of the Company, to file the Sale Motion, on behalf of the Company, and to pursue the Sale Process and to take any and all actions necessary or advisable to advance the Company’s rights and obligations thereunder, including filing of additional pleadings and consummating a sale upon completion of the Sale Process, subject to approval by the Bankruptcy Court; and in connection therewith, each Company Authorized Officer, with power of delegation, is hereby authorized and directed to take all necessary actions in furtherance of the foregoing resolutions; and

General Authorizations

FURTHER RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Company Authorized Officers, and in addition to the existing signatories of the Company, any of the Company Authorized Officers, acting alone or in any combination, be, and hereby is, authorized, directed and empowered, in the name and on behalf of the Company, to do or cause to be done all such further acts and things, including the payment of all fees, expenses, appropriate retainers and other amounts payable by the Company with respect to the foregoing, and to execute, file (or cause to be filed) and deliver all such other instruments, certificates, agreements and documents as he or she may consider necessary or appropriate to enable the Company to carry out the intent and to accomplish the purposes of the foregoing resolutions and perform the obligations of the Company under the Bankruptcy Code, the DIP Financing Documents, and the Section 363 Sale; and

FURTHER RESOLVED, that all actions heretofore taken by any Company Authorized Officer of the Company in connection with the foregoing resolutions, the Petition, the DIP Credit Agreement, Stalking Horse APA, the Sale Motion, the Sale Process and related matters be, and they hereby are, confirmed, ratified and approved in all respects; and

FURTHER RESOLVED, that the authority given in these resolutions is retroactive and any and all actions heretofore or hereafter taken by the Company Authorized Officers within the terms of any of the foregoing resolutions are ratified, confirmed, and approved in all respects as the acts and deeds of the Company; and

FURTHER RESOLVED, that the Company shall indemnify, defend and hold harmless, to the fullest extent permitted by the General Corporation Law of the State of Delaware and the By-Laws, each of the Company Authorized Officers with respect to any legal, equitable or administrative claim of any kind whatsoever against such Company Authorized Officer in connection with, arising from or related to any actions taken by such Company Authorized Officer in connection with the foregoing resolutions; and

FURTHER RESOLVED, that the Sole Shareholder hereby waives any notice, procedural or other formalities requirements which may be required in order to hold a meeting of the Company.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Sole Shareholder of the Company has signed this written consent as of the date set forth above.

Pareteum Corporation

By: /s/Laura W. Thomas
Name: Laura W. Thomas
Title: Authorized Signatory