Fill in this information to identify the case:					
Debtor	Pareteum Corporation				
United States Ba	inkruptcy Court for the: Southern	District of New_York (State)			
Case number	22-10615				

## Official Form 410

Proof of Claim 04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents**; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Pa	art 1: Identify the Clair	m				
1.	Who is the current creditor?	See summary page  Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor Cisco Systems Capital Corporation				
2.	Has this claim been acquired from someone else?	✓ No  Yes. From whom?				
3.	Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?  See summary page  Contact phone 212 691-2313  Contact email pfoster@foster-wolkind.com  Uniform claim identifier for electronic payments in chapter 13 (if you use of the creditor be sent?	Where should payments to the creditor be sent? (if different)  Contact phone Contact email one):			
4.	Does this claim amend one already filed?	No Yes. Claim number on court claims registry (if known)	Filed on			
5. Do you know if anyone else has filed a proof of claim for this claim?  No Yes. Who made the earlier filing?						

Official Form 410 Proof of Claim

6.	Do you have any number you use to identify the debtor?	☐ No ☑ Yes. I	_ast 4 digits of the debtor's a	ccount or any r	umber you use to i	dentify the debtor: 6463
7.	How much is the claim?	\$ <u>67145</u> .	. 24	Does this	amount include i	nterest or other charges?
				☐ Ye		itemizing interest, fees, expenses, or other by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim?	Examples	Goods sold, money loaned	lease, services	performed, persor	al injury or wrongful death, or credit card.
	Claim:		acted copies of any docume			
		Limit discio	osing information that is entit	ied to privacy, s	ucn as nealth care	information.
		<u>equipme</u>	ent lease			
9.	•	□ No				
	secured?	✓ Yes.	The claim is secured by a I	ien on property.		
			Nature or property:			
			Real estate: If the clain Claim Attachment (Of			ole residence, file a Mortgage Proof of f Claim.
			Motor vehicle			
			Other. Describe:	<u>leased e</u>	quipment	
			Basis for perfection:	UCC-1		
			Attach redacted copies of c example, a mortgage, lien, has been filed or recorded.	certificate of titl	y, that show evider e, financing stateme	nce of perfection of a security interest (for ent, or other document that shows the lien
			Value of property:		\$ <u>5340.00</u>	<u> </u>
			Amount of the claim that	is secured:	\$ <u>5340.00</u>	<u> </u>
			Amount of the claim that	is unsecured:	\$ <u>61805.24</u>	(The sum of the secured and unsecured amount should match the amount in line
			Amount necessary to cure	e any default as	of the date of the	petition: \$ 0
			Annual Interest Rate (whe	en case was file	d <u>) 9</u> %	
			Fixed			
			Variable			

**✓** No

Yes. Identify the property: \_

11. Is this claim subject to a right of setoff?

12. Is all or part of the claim	<b>☑</b> No		
entitled to priority under 11 U.S.C. § 507(a)?	Yes. Ched	ck all that apply:	Amount entitled to priority
A claim may be partly priority and partly		estic support obligations (including alimony and child support) under S.C. § 507(a)(1)(A) or (a)(1)(B).	¢.
nonpriority. For example, in some categories, the law limits the amount		\$3,350* of deposits toward purchase, lease, or rental of property rvices for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$
entitled to priority.	☐ Wage	es, salaries, or commissions (up to \$15,150*) earned within 180 before the bankruptcy petition is filed or the debtor's business ends, never is earlier. 11 U.S.C. § 507(a)(4).	\$
	☐ Taxe	s or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$
	Cont	ributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$
	Othe	r. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$
	* Amounts	are subject to adjustment on 4/01/25 and every 3 years after that for cases begun	on or after the date of adjustment.
13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?	days befo	cate the amount of your claim arising from the value of any goods recore the date of commencement of the above case, in which the goods ary course of such Debtor's business. Attach documentation supporting	have been sold to the Debtor in
Part 3: Sign Below			
The person completing this proof of claim must sign and date it. FRBP 9011(b).  If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.  A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.  18 U.S.C. §§ 152, 157, and 3571.	I am the trus I am a guara I understand that the amount of the	ditor.  ditor's attorney or authorized agent.  stee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  antor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.  an authorized signature on this <i>Proof of Claim</i> serves as an acknowled claim, the creditor gave the debtor credit for any payments received to the information in this <i>Proof of Claim</i> and have reasonable belief that the enalty of perjury that the foregoing is true and correct.	ward the debt.
	/s/Peter B. Signature	Foster, Esq.	
		f the person who is completing and signing this claim:	
	Name	Peter B. Foster, Esq. First name Middle name Lastr	name
	Title	Attorney for Creditor, De Lage Landen Financial	Services, Inc.
	Company	Foster and Wolkind, P.C. Identify the corporate servicer as the company if the authorized agent is a servicer	<u> </u>
	Address		
	Contact phone	Fmail	

Official Form 410 Proof of Claim

# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 201-2205 | International (310) 751-1839

Debtor:			
22-10615 - Pareteum Corporation			
District:			
Southern District of New York, New York Division			
Creditor:	Has Supporting Documentation:		
De Lage Landen Financial Services, Inc., as assignee of	Yes, supporting documentation successfully uploaded		
Cisco Systems Capital Corporation	Related Document Statement:		
c/o Foster and Wolkind, P.C.			
80 Fifth Avenue, Suite 1401	Has Related Claim:		
New York, New York, 10011	No		
USA	Related Claim Filed By:		
Phone:	Filing Party:		
212 691-2313	Authorized agent		
Phone 2:	/ tationzod agont		
917 660-2366			
Fax:			
212 691-2459			
Email:			
pfoster@foster-wolkind.com			
Other Names Used with Debtor:	Amends Claim:		
Cisco Systems Capital Corporation	No		
	Acquired Claim:		
	No		
Basis of Claim:	Last 4 Digits: Uniform Claim Identifier:		
equipment lease	Yes - 6463		
Total Amount of Claim:	Includes Interest or Charges:		
67145.24	No		
Has Priority Claim:	Priority Under:		
No			
Has Secured Claim:	Nature of Secured Amount:		
Yes: 5340.00	Other		
Amount of 503(b)(9):	Describe: leased equipment		
No	Value of Property:		
Based on Lease:	5340.00		
Yes, 0	Annual Interest Rate:		
Subject to Right of Setoff:	9%, Fixed		
No	Arrearage Amount:		
	0		
	Basis for Perfection:		
	UCC-1		
	Amount Unsecured:		
	61805.24		
Submitted By:			
Peter B. Foster, Esq. on 03-Aug-2022 1:31:08 p.m. Easterr	n Time		
Title:			
Attorney for Creditor, De Lage Landen Financial Services, I	nc.		
Company:			
Foster and Wolkind, P.C.			

ISCO. Capital

end Email Invoicing to: Full Legal Name

Billing Address

Number or Lease Payments

Equipment Information:

PARETEUM CORPORATION

Equipment Location (if not same as above). City

1185 6TH AVE NEW YORK NY 10017

Lease Payment

ign Envelope ID: 201C5BCF-1606-4911-AAC5-EB5CE476FE3B

City

S!a:e

Terms of Lease in Months

Ζp

25566463

State

Payment Frequency

County

See attached supplier quote, referenced solely for equipment description purposes. No other term nor condition thereof is incorporated into this lease or binding upon Lessor.

Zφ

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Phone Number

Purchase Order Requisition Number

15 OUT

Sena Invoice to Attention of

This is a copy view of the Authoritative Copy held

by the designated cylicase Agreement **REF#** TFV 138955

Ι⊨Ι	Leaso Payments	in Months 36			179 OO I	
	36 \$3,945.75 Plus Applicable Taxes	30	MONTH	LY	İ	
PATITIEN	*Plus Applicable Taxes	Security Deposit (PLUS) fire	st Period Payment (F	LUS) Other	(EQUALS)	Total Payment Due at Lease Signing
"	*Plus Applicable laxes	+		•	=	Plus Applicable Taxes
Sales		TERRE AND	D COMPITTONS	<u> </u>		у фримски полис
1. Lea in this in this case the Systand Later the Systand Later the Systand Later the Systand Lease LECT DO BU Lease to have Accept the Systand Later the Systand Later the Systand Later the Systand Later the Lease Later the Lease Later Late	It or Software dains will not in bit your obligation to find I lignment; You appear and the seeinght unrout our prior write consent. You appear at we expect your portion thereof or rights were, and the businesses is as plicable, and will not have the following the four obligations of the provided of the second or any claims, definess, or second utal your may it of Lourond Insurance; You're responsible for System rise election or are required to histy all of your Lease obligate all risks pass or damage, and written proof of the insurance. If you have the injurious not not the obligation, to obtain insural of an insurance fee to the amount due from you, on which we or any losses or injuries caused by the System and you will relaims. This indemnity will continue after the Lease terminations give public liability insurance naming us as an additional able to us.  You sure that this is a non-cancelable lease. The Equipment of the property of the source of the property of the proper	ant to this Leaso, the System (defined thraze") Issted above) and the right to trively. Support "), and you agree that is Support costs. Software license fees SE HAS BEEN PROVIDED TO LESSEE SE HAS BEEN PROVIDED TO LESSEE SWLEDGEMENT AND AGREEMENT TO ILIGALLY. You authorize us to adjust the supplier's estimate. You are deemed the earlier of (i) the date you sign the that you sign the Acceptance, the date totify us in writing of your non-acceptor or otherwise provided to you (the Date and the periodic Lease payments to estimate the Lease Payments to begin payment for the System's use for the due date, based on the Lease Payment (i) your Lease payment obligations are tion, stead of counterclaim. You agree no stead of the counterclaim of the System's use for the due date, based on the Lease Payment of the System's use for the due date, based on the Lease Payment of the System's use for the due date, based on the Lease Payment of the System's use for the due of the system of the due of the system of the lease of the system of the system of the lease of the lease of the system of the lease of	personal properly taxe Payments and charger cessing fee for admini loss, unavailability of commencement Date T. End of Lease: You address below) before purchase or return the cated above under "Er by us based on the Sy tion at your cost in a l not (i) purchase or (ii) same payment amout Support is in your nag tion and without furt subsequent claims or provider's consent of payments of provider's consent of the second of a U.S. Treasury com have a repayment term per annum, plus rease of a U.S. Treasury com have a repayment term per annum, plus rease of a U.S. Treasury com have a repayment term per annum, plus rease of a U.S. Treasury com have a repayment term per annum, plus rease of a U.S. Treasury com have a repayment term per annum, plus rease of a U.S. Treasury com have a repayment term per annum, set turn per annum, set turn per annum, set turn per annum, set turn per annum, softwar available, as applicable systems, Inc. or any a sison, may terminate y or Support arrangeme be considered a termin sell, re-rent or otherwine sales, with or without your obligations. You  9. Miscellianeous: You Code ("UCC"), You ach have rights under the rights. This Lease shal rights and rights and rights and rights. rights and rights and rights rights and rights and rights rights and rights and rights rights and rights rights and rights rights and rights rights and responses rights and rights ri	is) not listed above as in is in connection with ow stering properly tax lift recapture of any Sy arising out of your acts will give us at least 60 the expiration of the in System. With proper right of the expiration of the in system's in place valurinety manner are the system's of a citio acreby who had a citio acreby a citio acreby who had a citio acreby a citio acre	cluded within the rigs. You will inderstein ownership and use ings. You will inderstein ownership or omissions. 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We may charge you a promitify us on an after us, basis against the olax bardits antion led by us at the ore the control of the System as indicated by us at the ore the control of the through system as indicated by the control of the cont
LESSEE SIGNATURE	Signature  Slaw, Strandi  Title Business Controller  Pant NameS  Legal Name of Corporation PARETEUM CORPORATIONU	tan Stefanski	PHONE: (866		-2680 • FAX: (8	pol Road, Wayne, PA 19087 177] CISCO-90 / (877) 247-2690 pmber 25566463
뜅	The Equipment has been received, put in use, is in good	I working order and is satisfactory a	nd acceptable.	- (		
ACCEPTANCE	Signature C		Date July 31	., 2019	_	
	Prot Name Stan Stefanski		-			
AC.	- 24			Business Cor	icroller	
GUARANTY	I unconditionally guarantly prompt payment of all the Lessee I waive rocke of acceptance and all other notices or demands of the Lessee or any other guaranters without releasing me from ressor of the Lessee, Talis guarantly is governed by and constituent to governed section of the Lessor. Talis guarantly is governed by and constituent to governed section of the Lessor. Talis guarantly regarded the referral court GUARANTY ELECTRONICALLY, SUCH GUARANTOR'S ELECTROI ELECTRONICALLY, II more than one Guarantor signs this Guar Signature	any kind to which I may be entitled. I cons y obligations. This is a continuing guaran ited in accordance with the Laws of the i in New York and wairo trial by jury. IF NIC SIGNATURE WILL CONSTITUTE SUCH	sent to any extensions or mo ty and will remain in effect in state of New York, and, as i THIS GUARANTY HAS BEEN I GUARANTOR'S ACKNOWL	dification granted to the t	essee and the relea	se and/or compromise of any obligations of
		<u> </u>			c 2018 All Plotes	Reserved Printed in the U.S.A. 07CSC116v5 12/18
					- A y to red tings ha	THE PROPERTY OF THE PROPERTY O

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•	perflex Solution <u>Manufacturer Part Number</u>	Description	Unit Price	Extended Price
		Cisco Hyperflex Hyperconverged System - 3 x Cisco HX240c M5 Hyperflex Nodes		
		- 2 x Intel Xeon Silver 4110 8-Core Processors per Node- 384GB RAM per Node-		
		3 Years, 24x7x4 Onsite SMARTnet Support		
1.8	IXAF2XOC-M5S	Cisco Hyperconverged System	\$3.00	50.00
	IXAF240C-M5SX	Cisco HyperFlex HX240c M5 All Flash Node	\$1,36979	
	IX-CPU-4110	2.1 GHz 4110/85W 8C/11MB Cache/DDR4 2400MHz	813780	
	IX-MR-X32G2RS-H	32GB DDR4-2666-MHz RDIMM/PC4-21300/dual rank/x4/1.2v	5591.51	
	IX-PCI-1-C240M5	Riser 1 incl 3 PCle slots (x8, x16, x8)	\$49.7	1
-	IX-PCI-2B-240M5	Riser 2B incl 3PCleslots(x8,x16,x8)+2NVMe(1cnctr)suprertsGP(	\$49.75	• •
_	1X-SD960G61X-EV	960GB 2.5 inch Enterprise Value 6G SATA SSD	\$833.50	
	X-NVMEXP-1375	Cisco 2.5" 375GB Intel Optane NVMe Extreme Performance SSD	\$1,989.75	
	IX-M2-240GB	240GB SATA M.2	\$133.79	
	IX-MLOM-C40O-03	Cisco VIC 1387 Dual Port 40Gb QSFP CNA MINM	\$548.00	•
3 H	HX-MSD-32G	32GB Micro SD Card for UCS M5 servers	\$55.00	
	1X-PSU1-1050W	Cisco UCS 1050W AC Favor Surply for Rack Server	\$182.25	•
6 C	CAB-9K12A-NA	Power Cord, 1754 13A New 5-15 Plug, North America	\$0.00	\$0.0
3 H	X-RAILB-M4	Ball Bearing Rail Kit for C220 M4 and C240 M4 rack servers	\$55.00	•
6 U	JCSC-HS-C240M5	Heat sink for MCS CORU M5 rack servers 150W CPUs & below	\$0.00	\$0.0
54 U	JCSC-BBLKD-52	CS C-Sciles NR SFF drive blanking panel	\$0.00	\$0.0
3 U	JCSC-RNVME-240M5	C240 MS Roar Nome CBL(1) kit, Rear NVMe CBL, backplane	\$0.00	\$0.0
3 U	JCS-MSTOR-M2	Mini Storage carrier for M.2 SATA/NVME (holds up to 2)	\$0.00	\$0.0
3 H	XAF240C-BZL MISSX	AXAF240C 315 Security Bezel	\$0.00	\$0.0
3 H	IX-SAS-M5HD	Cises 25 Modular SAS HBA for up to 26 drives	\$423.25	\$1,269.7
3 H	IX-VSP-6-7-FN D	Factory Installed -vSphere SW 6.7 Enduser to provide License	\$0.00	\$0.0
3 H	IX-VSP-6-7-FND-U	Factory Installed - VMware vSphere 6.7 SW Download	\$0.00	\$0.0
3 C	CON-OSP-AF240CSX	SNTC 24X7X4OS Cisco HyperFlex HX240c M5 All Flash Node	\$5,482.91	\$16,448.7
3 H	1X-TPM2-002	Trusted Platform Module 2.0 for UCS servers	\$18.75	\$56.2
3 H	X-SD240GM1X-EV	240GB 2.5 Inch Enterprise Value 6G SATA SSD	\$183.50	\$550.5
		Cisco HyperFlex Data Platform Standard Licensing - 3 Year Subscription		
3 H	tXDP-S001-3YR=	Cisco HyperFlex Data Platform Standard Edition 3 Yr Subscrip	\$0.00	\$0.0

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3 HXDPS001-3YR	HyperFlex Data Platform Standard Edition 3 Yr Subscription	\$6,187.50	\$18,562.50
	Cisco 6332 Fabric Interconnect - 2 x 10GB SFP Transceivers - 6 x 1 Meter	40GB	
	Passive Copper Cables - 3 Years, 8x5xNBD SMARTnet Support		
2 HX-FI-6332	UCS 6332 IRU Fabric Interconnect/No PSU/32 QSFP+ports/8p Lic	\$13,750.00	\$27,500.00
2 N10-MGT015-HX	UCS Manager v3.2(1) for HyperFlex	<u>\$</u> 0.00	\$0.00
2 UCS-ACC-6332	UCS 6332/ 6454 Chassis Accessory Kit	\$0.00	\$0.00
8 UCS-FAN-6332	UCS 6332/ 6454 Fan Module	\$0,00	\$0.00
4 UCS-PSU-6332-AC	UCS 6332 Power Supply/100-240VAC	335030	\$1,400.00
4 CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	93.00	\$0.00
4 SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class	\$175.00	\$700.00
12 QSFP-H40G-CU1M	40GBASE-CR4 Passive Copper Cable, 1m	\$62.50	\$750.00
2 CON-SNT-HXFI6332	SNTC-8X5XNBD UCS 6332 IRU Fabric Interconnect/Ito PSN/32 GYPP	\$4,262.58	\$8,525.16
	Professional Services		
	Installation and Configuration of Hyperflex Solution		
	installation and comingulation on type nex solection		
	-Rack/Stack HyperFlex (NE) with I nodes and 2 Fabric Interconnect's		
	-HX Power up and the continuention		
	-HX / vSphore Deployment		
	-Install vCentus on a test and migrate to HX		
	AX configuration and?validation		
	-Load OVA for Firewall		
1 Professional Services	-Post deployment support for up to 4 hours	\$5,070.00	\$5,070.00
	Total		\$131,656.64
			-

**ACKNOWLEDGEMENT OF ASSIGNMENT** 

Cisco Systems Capital Corporation ("Cisco") hereby acknowledges the assignment to De

Lage Landen Financial Services, Inc. ("DLL"), of all of Cisco's right, title and interest (including

the right to receive lease payments) in and to Lease Agreement 25566463 ("Agreement") and in

and to any and all equipment set forth on the description to said Agreement.

Said assignment was made for good and valuable consideration on or about August 2,

2019. DLL financed and administered the aforementioned Agreement in the name of Cisco

pursuant to a private label arrangement until notice of the assignment was provided to the Lessee

by Cisco on or about October 27, 2020.

CISCO SYSTEMS CAPITAL CORP.

By:\_\_\_\_\_

Name: Dharam Sachar Title:

Program Manager

379990-1

Delaware.gov

Governor | General Assembly | Courts | Elected Officials | State Agencies

#### Department of State: Division of Corporations

Allowable Characters

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**Entity Details** 

THIS IS NOT A STATEMENT OF GOOD STANDING

5043450

Incorporation Date / 9/26/2011

Formation Date: (mm/dd/yyyy)

Entity Name:

PARETEUM CORPORATION

Corporation

Entity Type: General

**Entity Kind:** Residency:

Filo Number:

Domestic

State: DELAWARE

#### REGISTERED AGENT INFORMATION

Name:

**VCORP SERVICES, LLC** 

Address:

1013 CENTRE ROAD SUITE 403-B

City:

WILMINGTON

County: New Castle

State:

DE

Postal Codo: 19805

Phone:

845-425-0077

Additional Information is available for a fee. You can retrieve Status for a fee of \$10,00 or more detailed information including current frunchise tax assessment, current tiling history and more for a fee of \$20,00.

Would you like O Status O Status, Tax & History Information

Submit

View Search Results

New Entity Search

For help on a particular field click on the Field Tag to take you to the help area.

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UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS				
A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 800-858-5294			B 40	
B. E-MAIL CONTACT AT FILER (optional)		Den	aware Department of S U.C.C. Filing Section	tat
FILINGDEPTSCSCINFO.COM  C. SEND ACKNOWLEDGMENT TO: (Name and Address)	<del> </del>		led: 10:15 AM 07/09/20 Initial Filing No: 2019 -	
801 ADLAI STEVENSON DR [166661325]	$\neg 1$		-	
SPRINGFIELD, IL 62703	' <b> </b>	Servio	e Request No: 201958	62
บร				
11	11			
	THE	ABOVE SPACE IS FO	R FILING OFFICE USE	QN
1. DEBTOR'S NAME: Provide only goe Debtes name (1e or 1b) name will not fit in line 1b, leave all of dam 1 blank, check here				
18. ORGANIZATION'S NAME				
EARETEUM CORPORATION	Ti			<del></del> ,
TE INDIVIDUAL'S SURNAME	LIRST PERSONAL NAME	ADDITIO	NAL HAME(S)INITIAL(S)	
1c MAILING ADDRESS	CIIY	STATE	POSTAL CODE	┥
1185 STH AVB	NEW YORK	NY	10017	- 1
				-
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	╗
3. SECURED PARTY'S NAME (or NAME of ASSIGNEE Of A	SSIGNOR SEGUREO PARTY) Provide only one Sec	uted Party name (3a or 3t		
36 ORGANIZATION'S NAME			<u>·</u>	
CISCO SYSTEMS CAPITAL CORPORATION OR 35. INDIVIDUAL'S SURNAME	FIRST PERSONAL HAME	Lainnitio	NAL HAME(SVINITIAL(S)	_
35. NIBONE 0 35/10/142	THE TAX ENGINE WILL	142	and impactoring for	
3c MAILING ADDRESS	CITY	STATE	POSTAL CODE	┪
1111 OLD EAGLE SCHOOL ROAD	XVANE	PA	19087	
	cture, together with all acc	essories and a or TFV 138955	ttachments fine	an ie
<ol> <li>COLLATERAL: This financing statement covers the following call equipment of any make or manufacor leased to Debtor by Secured Party thereof.</li> </ol>				
All equipment of any make or manufactor leased to Debtor by Secured Party				
All equipment of any make or manufactor leased to Debtor by Secured Party				
All equipment of any make or manufactor leased to Debtor by Secured Party				
All equipment of any make or manufactor leased to Debtor by Secured Party				
All equipment of any make or manufactor leased to Debtor by Secured Party				
All equipment of any make or manufactor leased to Debtor by Secured Party				

Capital

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### Purchase Order

IIIIIIII CISCO

1111 OLD EAGLE SCHOOL ROAD, WAYNE, PA 19087 PHONE: (866) 247-2680

ATT R2 UNIFIED

Purchase Orde: Number TFV 138955

THIS PURCHASE ORDER AND FUNDING OF INVOICES RECEIVED FOR THIS PURCHASE ORDER ARE CONDITIONED UPON AND SUBJECT TO CISCO SYSTEMS CAPITAL CORPORATION'S RECEIPT OF ALL REQUIRED ORIGINAL EXECUTED AND ENFORCEABLE LEASE DOCUMENTS AND ADVANCE MONIES DUE.

VENDOR	SHIP TO (LESSEE)
R2 UNIFIED	PARETEUM CORPORATIOND
DESCRIPTION OF EQUIPMENT, SERVICES, S	OFTWARE & RELATED ITEMS ("MERCHANDISE") COST
SEE ATTACHED QUOTE	\$131,656.64

\*\*\*Invoices will be paid when (1) Cisco Capital is invoiced in FULL for this PO and (2) The Lessee signs the Acceptance Document.\*\*\*

#### CONFIRMING DO NOT DUP MCATE

Invoice should be mailed on the date of shipment to:

Attn: orlrodrigeisco.com - Please email invoices. DO NOT MAIL. Thank you!
1111 Old Eagli School Road
Wayne, PA 19007.

INVOICE CANNOT BE HONORED UNLESS WILL ECHIPMENT DESCRIPTION INCLUDING SERIAL NUMBERS APPEAR THEREON.

SHOW ON INVOICE:

- SOLD TO SISCO SYSTEMS CAPITAL CORPORATION
- SHIPPED TO NAME AND ADDRESS OF LESSEE
- FULL DESCRIPTION OF EQUIPMENT, MODEL AND SERIAL NUMBER(S)
- OUR PURCHASE ORDER NUMBER TFV 138955

This purchase order is subject to cancellation if the merchandise covered by this is not delivered to and accepted by the Lessee on buyer's acceptance certificate within 120 days of the date of this Purchase Order. If the terms are F.O.B. Origin, ship collect to Lessee shown above who has agreed to pay all transportation charges.

Sales Tax Exemption Number: \_\_\_\_\_\_

THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS FOLLOWING WHICH ARE A PART HEREOF.

CISCO SYSTEMS CAPITAL CORPORATION					
Date: _	July 9, 2019	DocuSigned by:			
BY:		Orlando MENOLICASETO ANBAB 14BC			

#### THIS IS A COPY

This is a copy view of the Authoritative Copy held by the designated custodian

#### TERMS AND CONDITIONS OF PURCHASE

- 1. NO CHANGES AUTHORIZED: This conditional purchase order must be accepted as written. Except as set forth in Section 2 hereof, any increase in price, change in quantities or quality of merchandise ordered or any other change in terms or conditions of this order shall not be binding on the buyer unless such change is agreed to in writing. Delivery must be in accordance with the conditions on the reverse side hereof and unless otherwise specifically noted thereon vendor is to deliver the merchandise t.o.b. common carrier, destined as thereon indicated
- AUTHORIZED INCREASES: The total cost under this purchase order (exclusive
  of taxes) may be increased by up to ten percent (10%) provided that Vendor delivers to
  buyer a change order, the form of which shall be provided by buyer, executed by Lessee
  (a "Change Order").
- NO CHARGES AUTHORIZED: No charges for crating, boxing, packaging or drayage, or for unloading, assembling or installing any merchandise will be allowed or payable unless specified on the reverse side hereof.
- 4. DELIVERY TO BE MADE TO LESSEE: The person, firm or corporation to which the merchandise covered by this purchase order is to be delivered(as indicated on the reverse side hereof) has leased said merchandise from the buyer. (the "lessee" and the "Lease, "respectively). Lessee is authorized on behalf of the buyer to receive delivery of such merchandise, to inspect, and to accept or reject same. Delivery is to be made promptly, and any delay in delivery requires buyer's approval.

  5. INSPECTION, ACCEPTANCE OR REJECTION: All merchandise shall be
- 5. INSPECTION, ACCEPTANCE OR REJECTION: All merchandise shall be received subject to lessee's inspection and acceptance or rejection, after delivery thereof. The place and time of inspection shall be determined by lessee. Merchandise which is defective or not accepted by the lessee within a reasonable time or otherwise not in accordance with this purchase order may be returned for full credit and vendor shall assume all transportation and handling charges in connection therewith. Rejected merchandise shall not be replaced expect upon buyer's specific instructions in writing to that effect. Any deposit, prepayment or other payment made to vendor by buyer shall either be refunded to buyer or buyer may, at buyer's option, apply the amount thereof to any other debt or obligation of buyer to vendor.
- 6. RISK OF LOSS: Vendor shall bear all risk of loss of any merchandise covered by this purchase order until physically delivered, installed, inspected and accepted by lessee at the designated place of delivery, and as to buyer, until buyer has accepted the Lease, and vendor shall further bear the risk of loss at all times on rejected merchandise.
- 7. INDEMNITY AGAINST LOSS AND DAMAGE: Vendor agrees to indemnity buyer against all loss on account of claims of injury to persons (including death) or damage to property which may result in any way from malfunction of merchapdise or otherwise from an act or omission of vendor, its agents or employees. Indoor shall also maintain such Public Liability, Property Damage and Employer's behility and Compensation Insurance as will protect vendor and buyer from said rise, and from any claims under any applicable Workmen's Compensation, Occupational Disease Acts.
- 8. REJECTION BY LESSEE: If lessee shall reje to accept merchandise pursuant to this purchase order, buyer be deer relieved of bility to vendor under such purchase order as such merch dise, and all o tions of buyer hereunder as to such merchandis rejection or ref he deemed those of lessee, with force as if lessee, instead of buyer, had placed this purcha order as nandise, and vendor in such with respect ity or obligation hereunder.
- event, shall look only to lest 9. ADDITIONAL MERC NDISE: In the e se covers merchandise in it tho addition to ma disa ci to ve buyer shall be deemed red by this pur ise ort relieved o Halon hase order if lessee shall reject or or under this p red by the Lease, and upon such refuse 1 accept any of the chandise c or refusal by the les rejectio ations of buyer under this purchase of the ressee, with the same force and effect as if les-aced this purchase order as to such merchandise, and be deemed the d of buyer, had order s see, ins vendor ii ch event, sh look only to lessee with respect to any liability or obligation her
- 10. CANCE. BY BUYER: This purchase order may be cancelled by buyer in the event the lessee is not authorized to enter into the Lease, or the person signing the Lease on behalf of the lessee is not authorized so to do, or in the event that the vendor or any of its agents make any representations to the lessee inconsistent with the terms or conditions of the Lease, upon which the lessee reasonably relies, or in the event the buyer fails to collect the first rental payment to be tendered by the lessee or in the event all of the legal documents requested by buyer in connection with the Lease have not been completed or the Lease is not accepted by buyer.
- 11. NO ASSIGNMENT BY VENDOR: Vendor shall not assign this purchase order without written consent of buyer. In the absence of such consent, no such assignment shall be effective and at buyer's option, shall effect a cancellation of all buyer's obligation hereunder.
- 12. PATENTS: Vendor agrees to and does by shipment thereof indemnity, protect, and hold harmless buyer, its successors or assigns and the lessee and its successors and assigns against all claims, demands, damages, costs or expenses (including attorneys lees) for actual or alleged infringements or patent covering any merchandise hereby ordered or the use thereof
- merchandise hereby ordered or the use thereof.

  13. COMPLIANCE WITH LAWS: Vendor agrees and warrants that all merchandise sold hereunder shall be produced and sold in full compliance with all applicable Federal, State, and local laws and regulations including, without in any way limiting the generality of the foregoing, the requirements of the Federal Fair Labor Standards Act of 1938, as amended.
- 14. WARRANTIES BY VENDOR: Vendor warrants that immediately prior to our purchase it had legal title to the merchandise; free from any liens and encumbrances. The foregoing is in addition to and not in lieu of any and all other warranties.

expressed or implied. All warranties shall run to, enure for the benefit of and be enforceable by both buyer and its lessee, jointly and separately.

15. EXCUSABLE DELAYS: Vendor will not be responsible for delays or defaults in delivery if occasioned by unforeseeable cause beyond the control and without the fault or negligence of the vendor; and buyer shall not be responsible for failure to receive or take delivery if occasioned by any like cause on its or lessee's part.

16. FREIGHT: If the buyer has not indicated any preference for the method of shipment, then the merchandise shall be shipped in the cheapest way and buyer may charge back transportation charges in excess of the cheapest rate of shipment.

- 17. PURCHASE PRICE: All quantity, cash or other discounts granted by the vendor as a direct or indirect result of the purchase herein ordered shall be paid to buyer. Vendor represents and warrants that no payments have been made to the lessee nor has the lessee received any other consideration as a direct or indirect result of the purchase herein ordered unless the amount of such payment or the value of such consideration is deducted from the gross invoice price.
- 18. TITLE: Title to merchandise shall pass to buyer after physical delivery, installation, inspection and acceptance, and upon buyer's acceptance of the lease as provided herein.
- 19. SIGNATURE WARRANTY: Vendor warrants that any credit application, Lease or Change Order that may be obtained by vendor and transmitted to buyer, in connection with any leasing of the merchandise to Lessee, does not contain the lorged or unauthorized execution or signature of Lessee. In the event that by application, Lease or Change Order does not conform to the foregoing warranty endor agrees to reimburse buyer forthwith for any loss sustained by buyer by reas althereof.

  20. TAXES: Vendor agrees to report and pay to the last originate taking authority
- oriate ta g authority any and all taxes (including penalty and interest, if any) a facture and/or sale of the merchandise, except the exter again the manuthe exten if an bich buyer agrees to pay in writing. If any taxes in ng to manu tiure 3 ale of the merchandise are assessed againstvendor ap, s to mbursè thereloi upon request.

(Page		OTG High-Touch Quick Scr apport Rep (SSR): ORLANDO RODRIGUEZ	App Number: TFV / 38955 Funding Method: RM FX ACH WIRE
		Complete set of Required Documents white out / cross outs Valid Signer & Title:  D&A  PG signed w/o title or reference to company Insurance Certs (\$250k&>) Valid   Equipment Location Billing information (address, po box, etc.)  Doc Fee Direct Debit Y N  Email invoicing: Y N	Private Label: CISCO DLL    DAOP ID   AMT \$ 10, 135.59   ID   \$202 AMT \$ 25, 221.05   Total \$ 137, 656.64
ooooooqqqqqq	00000000000000	System Approval L comment:  LN matches Docs & ATS SOS  Term 3 6 mo  payment amount \$ 273.75 v  payment structure 1 1 1 1 1 2 0 0  end of lease option 5   5,026.80  residual amount (FMV) = \$ = RV Study    equipment code:  Business Segment & Private Label  Vendor Code   approved    Promo Code (<\$250k)   QO (\$250k>)    DSA: Uploaded to Sharepoint    Broker Points:   ID:	ITEMS TO DOUBLE CHECK:  1 PAYMENT MATCHES 2 Breakout in ATS matches Deal Sheet 3 LN CORRECT / SOS in file 4 SUBSIDIES ENTERED CORRECT 5 Rate Card QO \$250k+/promo/_ 6 (1) Buydown on invoice 7 (1) Buydown email in file 8 TV Sheet in file 9 ADV PAYMENT w/ tax 10 CORRECT VENDOR CHECK PROMO AND SUBSIDY INFO
		Tex Exempt (Cert in file / Approved by Tax) tax information upfront taxes%	kick back comments:
փփ <b>/</b> /		Invoice Cost Breakdown Match ATS (HW, SW, Install, etc.) Equipment Breakdown Per Piece Bill To / Ship To are correct  ARC LN on check matches LN in ATS & SOS Equals 100% of required amount Copy in file	SS: /222 all docs received /420 docs missing Ops: /249 incorrect scan /250 need add't info  Time stamp 1st pass 2nd pass 3rd pass
נו		Approvals Credit (date not expired) Pricing Articles(POR) + Credit W/U (\$500k - \$out / \$1M - FMV) IRC (\$1M+) (Old Raroc)	
ተታ		ucc Filed (\$100k - \$OUT / \$250k - FMV) Copy of UCC filings (\$100k+) Filed in TX? (formation docs required)	

#### **Cisco Deal Sheet**

**Customer Name: PARETEUM CORPORATION** 

Application #: TFV 138955

Billing Address: 1185 6TH AVE NEW YORK NY 10017 \_ 7-60 ]

Equip Location: 11300 NW 25TH ST DORAL FL 33172

Purchase Option: \$1 OUT

INVOICE TOTAL	(Pay as 1 in	volce	2)	Promo	Г	5X3	
EQUIPMENT ( E )	******	\$	55,550.25	Rate	1	3.55%	
SOFTWARE (O)		\$	46,062.50	Subsidy	\$	5,026.80	
MAINT (Z)	*************	\$	24,973.89				
INSTALL (I)		\$	5,070.00	TAX %		7.00%	
SHIP/FRGHT (S/F)		\$	-		Ì	]	
				S P (Pymnt)	\$	3,945.75	:
INVOICE TOTAL		\$	131,656.64	S P Tax Total	\$	9,943.29	
BUYDOWN (I)					l	Į.	
TOTAL to VENDOR		\$	131,656.64	P P Tax Total	l	ľ	

Asset #	Equip Code	Make / Model	Description		Cost	Lease Leve Subsidy (I)	. )	Asset Level Sushidy (M)		
1	.∕ <del>P</del> <u>A</u> ,⊅A	CISCO/CORE.	EQUIPMENT	s Æ	55,550.25	=0 se	0.00	\$5,026.80		
2	,		EQUIPMENT	s						
3	. PF 80	CISCO / SOFTWARE	- SQFTWARE	3 4	46,062,50	<u>-</u> 0				
4	80	SOFT/SOFTWARE	SOFTWARE	\$_	- ·   -   ·					
5	`- <del>P</del> D _	CISCO/SMARTNET	MAINT	52	24,973.89	-482	2-	84 = 2	r 21	2151.0
6_	81	SOFT/MAINTEN	MAINT	<u>s_</u>						7.0
7_	C81	SOFT / SOFTCOST	INSTALL	5	5,070.00					
8	81	SOFT / SOFTCOST	FREIGHT	\$		b				
9				<u>L</u> .						
10		Ĺ		L.				-		
	_81	** SOFT/SOFTCOST	TAXES (SP)	5	9.943.29	2				
	81	SOFT/SOFTCOST	TAXES (PP)	\$	<u>.</u>		$\perp$			
		<u> </u>		\$	141,599.93	\$	-   3	5,026.80		

Subsidy Info (Lease Level):

(M)	Clsco Subsidy:	\$5,026.80	DSA#	
(1)	Vendor Inv Short-fund:	\$0.00	EASY RV:	
	Total Subsidy:	55,026.80		

Multiple Locations require one deal sheet per location.

promo	 subsidized cost	subsidy	rate	subsidy amount	
5X3 ~	\$141,599.93	3.55	5 <b>%</b>	\$5,026.80	

RZ VIntal Pay \$25,221.05 iliuli. CISCO

**Doc Request** 

7/8/2019

CISCO	equest
Deal Type/ Doc Type	*EDOC 1 Page Lease (<\$500k)
Customer Name	Pareteum
Арр#	TFV-138955
Vendor ID	K8202
Cisco AM	MCHISWEL
Customer Contact Name	Stan Stefanski
Customer Contact Email	stan.stefanski@Pareteum.com
Customer Contact Title	dropdown or type
Address	· <del>                                      </del>
Vendor Company	R2 Unified Technologies
Rep Email (PO to:)	jason.doherty@r2ut.com; bob.taylor@r2ut.co
Amount Financed	\$ 131,656.64
Payment	\$ 3,945.75
Frequency	MONTHLY
Promo Code (or attach Tval)	5x3 5%
Term	36
EOL Option	\$1 OUT
Vendor buydown amount \$	
*Special Instructions	
PRODUCT \$ AMT	\$ 106,682.75
MAINT \$ AMT	\$ 24,973.89
CBN# or DSA#	
	UCC (HW) \$OUT(\$100k)/FMV(\$250k)
Docs To	stan.stefanski@Pareteum.com
CC	
0.0299700	
	· · · · · · · · · · · · · · · · · · ·

<sup>\*</sup>Please put all info on doc request instead of email!

# **Telephone Verification Sheet**

App Number: TFV 138955
BILLING AND EQUIPMENT INFORMATION
Has the equipment been delivered/installed and working properly? (No)
Is the equipment located at? SAME AS ON LEASE SHIP TO (Yes) (No)
Equipment location if different Same On Invoice
Delivery Date of first asset (if needed for UCC) 1 / 16 / 20/9
Is your billing address? SAME AS ON LEASE BILL TO (Yes) (No)
Billing address if different on biling sheet
Would you like email invoicing?  Email Address 1:   Sane Gs billing of the process  Email Address 2:   The invoices (Acct)
Would you like to provide a PO# to be referenced on your invoice? (Yes) (No)  PO# Expiration Date (if applicable) /
Would you like to be set up for Direct Debit? (Yes) (No) (If yes attach Direct Debit Form to Lessee)
Summary Billing required? (Yes) (No)  Provide lease to Summary bill with:
CONTRACT DETAILS 1,243.75  Payment Amount: (+ tax) or (tax included)  Pirst Payment Due Date: (-15 / 20/0)  Purchase Option: (FMV) (\$1 out)
Additional Comments:
Verified with (Lessee): Stan Ste fanski Title: Controller
Verified by (SSR): Date: $\frac{\partial 2}{20/9}$