

**Fill in this information to identify the case:**

Debtor Pareteum Corporation

United States Bankruptcy 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.**

**Part 1: Identify the Claim**

1. <b>Who is the current creditor?</b>	<u>Ellenoff Grossman and Schole LLP</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small>	
	Other names the creditor used with the debtor _____	
2. <b>Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. <b>Where should notices and payments to the creditor be sent?</b>	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<u>Ellenoff Grossman and Schole LLP</u> <u>1345 Avenue of the Americas, 11th Floor</u> <u>New York, NY 10105, USA</u>	
	Contact phone <u>212-370-1300</u>	Contact phone _____
	Contact email <u>agalano@egsllp.com</u>	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. <b>Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <small>MM / DD / YYYY</small>	
5. <b>Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_

7. How much is the claim? \$ 93,924.31 See Attachment. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Legal Services Rendered/Settlement Agreement: See Attachment

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. 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)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**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.**

*Check the appropriate box:*

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

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

Executed on date 08/16/2022  
MM / DD / YYYY

/s/Anthony Galano, III  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Anthony Galano, III  
First name Middle name Last name

Title Partner

Company Ellenoff Grossman and Schole LLP  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

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

<b>Debtor:</b> 22-10615 - Pareteum Corporation <b>District:</b> Southern District of New York, New York Division		
<b>Creditor:</b> Ellenoff Grossman and Schole LLP 1345 Avenue of the Americas, 11th Floor  New York, NY, 10105 USA <b>Phone:</b> 212-370-1300 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> agalano@egslp.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Legal Services Rendered/Settlement Agreement: See Attachment	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 93,924.31 See Attachment	<b>Includes Interest or Charges:</b> Yes	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Anthony Galano, III on 16-Aug-2022 4:27:18 p.m. Eastern Time <b>Title:</b> Partner <b>Company:</b> Ellenoff Grossman and Schole LLP		

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
	)	
PARETEUM CORPORATION,	)	Case No. 22-10615 (LGB)
	)	
Debtor.	)	
	)	(Jointly Administered)

**ATTACHMENT TO PROOF OF CLAIM OF ELLEN OFF  
GROSSMAN & SCHOLE LLP**

1. On May 15, 2022, (the “Petition Date”), Pareteum Corporation (the “Debtor”) and various affiliates filed voluntary petitions for relief under chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in this Court.

2. Ellenoff Grossman & Schole LLP (“Claimant”) is a law firm that was retained by the Debtor to render legal services to the Debtor pursuant to a retainer agreement dated January 5, 2015.

3. Under a Settlement Agreement and General Releases entered into between Claimant and the Debtor on June 29, 2017 (the “Settlement Agreement”), Pareteum agreed to pay Claimant a total of \$817,822.57 for outstanding legal fees for services rendered to the Debtor. A copy of the Settlement Agreement is annexed to this Attachment.

4. The Debtor failed to perform its obligations under the Settlement Agreement. As of the Petition Date Claimant is owed \$93,924.31 calculated as follows: (i) \$80,322.57 owed as of December 31, 2018; (ii) plus 2 years of interest at the rate of 8% per annum on the outstanding amount (\$6,425.80 per

year) through December 31,2020, which equals \$12,851.60; (iii) plus interest for the period January 1, 2021 through July 9, 2021, which equals \$3,326.40 (189 days x 17.60 per day); (iv) minus a payment made by the Debtor on July 9, 2021 in the amount of \$8,032.26, resulting in a balance of \$88,468.31; (v) plus interest in the amount of \$3,097.60 for the period July 10, 2021 through December 31, 2021 (176 days x \$17.60 per day); (vi) plus interest in the amount of \$2,358.40 for the period January 1,2022 through May 14, 2022 (134 days x \$17.60 per day).

5. To the extent to there is an inconsistency between the Claimant's Proof of Claim form and this Attachment, this Attachment shall govern.

6. Claimant expressly reserves the right to amend or supplement this Proof of Claim in any manner, including, without limitation, the right to assert additional claims, including rights of setoff, attorneys' fees and expenses and other claims which are not known at this time.

7. The filing of this Proof of Claim is not intended to be and shall not be construed as (a) an election of remedies, (b) a waiver of any past, present or future defaults or events of default, (c) a waiver or limitation of any rights of Claimant, or (d) a consent to the jurisdiction of this Court. Claimant does not waive its right to dispute the jurisdiction or authority of this Court to hear or enter any final order in any proceeding, motion or other matter related to this Proof of Claim or any rights of Claimant apart from this Proof of Claim. Claimant expressly reserves all of its other rights, remedies, claims and defenses against the Debtor.

8. All notices should be addressed to the following:

Ellenoff Grossman & Schole LLP  
1345 Avenue of the Americas, 11th Floor  
New York, NY 10105  
Attn: Anthony Galano, III, Esq.  
Tel: (212) 370-1300  
Email: [agalano@egslp.com](mailto:agalano@egslp.com)

## SETTLEMENT AGREEMENT AND GENERAL RELEASES

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter "Agreement") is entered into by and between Ellenoff Grossman & Schole, LLP ("EGS" or "Plaintiff") and Pareteum Corporation f/k/a Elephant Talk Communications ("Pareteum") (collectively EGS and Pareteum are referred to as the "Parties"), and is effective as of the date upon which the Parties have executed this Agreement (the "Effective Date").

**WHEREAS** Pareteum retained EGS to provide legal services pursuant a retainer agreement dated, January 5, 2015, (the "Retainer Agreement");

**WHEREAS** EGS alleges that it is owed a certain amount of legal fees for its provision of legal services to Pareteum from January 2015 through November 2016 pursuant to the Retainer Agreement;

**WHEREAS** EGS commenced an action against Pareteum on May 1, 2017 in New York State Supreme Court, County of New York, Index No. 652337/2017 (the "Action") upon the filing of a Verified Complaint (the "Complaint"); and

**WHEREAS** the Parties are interested in resolving the issues alleged in the Action, and have negotiated in good faith for that purpose; and are desirous of resolving their differences without admitting any responsibility on the following terms set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the covenants, terms, conditions, restrictions, acknowledgments, and stipulations established herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby universally acknowledged, the Parties agree as follows:

**1. Authority.** Each person signing this Agreement in his or her representative capacity represents and warrants by signing this Agreement that it is his or her intent to bind his or her principal to the terms contained herein, that the person signing in his or her representative capacity has been authorized to bind the respective principal to such terms, and that it is the principal's intent to be so bound. Each Party also represents and warrants that it is the owner of, and has not assigned, the claims released herein.

**2. Stipulation of Discontinuance.** Counsel for the Parties shall execute, and EGS will cause to be filed with the Clerk of the Court, a Stipulation of Discontinuance of the Action With Prejudice upon the full execution and delivery of this Agreement, the form of which is attached hereto as Exhibit A.

**3. Files and Records.** Upon the full execution and delivery of this Agreement, EGS will turn over all files, records and other documents related to any matters concerning Pareteum, and will remove any and all charging liens or other holds on any such files or documents.



**4. Settlement Payment.** In full and final settlement of the claims asserted in the Action, Pareteum agrees to pay EGS a total sum of Eight Hundred Seventeen Eight Hundred Twenty Two Thousand (\$817,822.57) Dollars (the “Settlement Sum”), by checks made payable to “Ellenoff Grossman & Schole LLP” and delivered to 1345 Avenue of the Americas, 11<sup>th</sup> Floor, New York, NY 10105, or by wire to the EGS operating account (instructions annexed hereto as Exhibit B) in the following manner: (1) \$35,000 on or before July 3, 2017; (2) \$35,000 on or before August 1, 2017; (3) \$247,500 in eleven (11) monthly installments of \$22,500 each as follows: \$22,500.00 on or before September 1, 2017 and continuing to be due each and every month until July 1, 2018 (the “First Installment Payments”); (4) the remaining \$500,322.57 in fourteen (14) monthly installments of \$35,000.00 each, as follows: \$35,000.00 on or before August 1, 2018 and continuing to be due each and every month until September 1, 2019 and a final payment of \$10,322.57 on October 1, 2019 (the “Second Installment Payments”). There is no penalty for pre-payment.

Pareteum agrees that it shall pay interest a rate of 8% per annum on any amount due and outstanding under the First Installment Payments and the Second Installment Payments and such interest shall be paid on or before December 31, 2017, December 31, 2018 and December 31, 2019.

Pareteum shall be obligated to pay to EGS 5 % of any loan of any type, including a credit facility, or money raised through the sale of equity or any type of financing or offering, provided such loan or financing is for a least \$3,000,000 in net proceeds to Pareteum (hereinafter the “Accelerated Funding”) and it shall be obligated to pay EGS the Accelerated Funding by wire transfer to the EGS Operating Account promptly following the closing from the proceeds of Accelerated Funding. The Settlement Sum shall be reduced by any amount paid as Accelerated Funding and each of the First Installment Payments and Second Installment Payments shall be reduced in a pro-rata amount to reflect such reduction.

#### **5. Releases.**

a. Other than the obligations of this Agreement, EGS, on behalf of itself and its past, present and future parents, subsidiaries, affiliated entities, predecessors, successors, assigns, holding companies, divisions, and each and every one of their respective past, present and future employees, independent contractors, partners, associates, counsel, owners, officers, directors, managers, members, shareholders, representatives, insurers, predecessors, successors, assigns, heirs, spouses, and executors, jointly and severally (collectively, the “Plaintiff Releasing Parties”), hereby forever releases and discharges Pareteum, and its past, present and future parents, subsidiaries, affiliated entities, predecessors, successors, assigns, holding companies, divisions, and each and every one of their respective past, present and future employees, independent contractors, partners, associates, counsel, owners, officers, directors, managers, members, shareholders, divisions, representatives, insurers, predecessors, successors, assigns, heirs, spouses, and executors, jointly and severally (collectively, the “Defendant Released Parties”) from, and

unconditionally covenants not to sue, the Defendant Released Parties for any and all claims, debts, demands, rights or causes of action or liabilities, known or unknown, including but not limited to any that could have been, or actually were, set forth in the Complaint.

b. Other than the obligations of this Agreement, Pareteum, on behalf of itself and its past, present and future parents, subsidiaries, affiliated entities, predecessors, successors, assigns, holding companies, divisions, and each and every one of their respective past, present and future employees, independent contractors, partners, associates, counsel, owners, officers, directors, managers, members, shareholders, representatives, insurers, predecessors, successors, assigns, heirs, spouses, and executors, jointly and severally (collectively, the "Defendant Releasing Parties") hereby forever releases and discharges EGS and its past, present and future parents, subsidiaries, affiliated entities, predecessors, successors, assigns, holding companies, divisions, and each and every one of their respective past, present and future employees, independent contractors, partners, associates, counsel, owners, officers, directors, managers, members, shareholders, divisions, representatives, insurers, predecessors, successors, assigns, heirs, spouses, and executors, jointly and severally (collectively, the "Plaintiff Released Parties") from, and unconditionally covenants not to sue, the Plaintiff Released Parties for any and all claims, debts, demands, rights or causes of action or liabilities, known or unknown, including but not limited to any and all claims that were or that could have been asserted as counterclaims in the Action and/or arising out of the Retainer Agreement or the legal representation of the Defendant Releasing Parties.

#### **6. Late Payment: Default: Effect of Default.**

In the event that an Installment Payment is not received by EGS by the close of business on the day that it is due from Pareteum, EGS shall be required to give written notice of such failure to make payment to Pareteum, c/o Ted O'Donnell, Chief Financial Officer (ted.odonnell@paretuem.com), and to Pareteum legal counsel, Sichenzia Ross Ference Kesner LLP by e-mail or by Federal Express or other nationally recognized overnight courier and shall be deemed delivered upon receipt or refusal. Pareteum shall have the right to cure any failure to make payment hereunder within ten (10) business days of receipt of notice thereof from EGS. In the event that Pareteum does not cure such failure to make payment within this ten business day period, then Pareteum will have committed a default with respect to its obligations pursuant to this Agreement. In the event that such a default occurs, EGS may bring an action against Pareteum in the New York State Supreme Court to collect the then-unpaid balance of the Settlement Sum owed pursuant to this Agreement.

#### **7. Notices**

Except as set forth above, any written notice hereunder and pursuant to the Affidavit of Confession given shall be in writing and sent to the parties as follows:

To: Ellenoff Grossman & Schole LLP  
1345 Avenue of the Americas, 11<sup>th</sup> Floor,  
New York, New York 10105  
(212) 370-1300  
Attention: Anthony Galano, III, Esq.  
agalano@egsllp.com

Pareteum Corporation  
Ted O'Donnell  
Chief Financial Officer  
100 Park Avenue, Suite 1600  
New York, New York 10017  
ted.odonnell@paretuem.com

Pareteum Corporation  
c/o Sichenzia Ross Ference Kesner LLP  
61 Broadway | 32<sup>nd</sup> Floor | New York, NY 10006  
Attention: Morgan Weber, Esq.,  
[mweber@srfkllp.com](mailto:mweber@srfkllp.com)

All such notices shall be sent by e-mail or by Federal Express or other nationally recognized overnight courier and shall be deemed delivered upon receipt or refusal. The attorneys for the parties are hereby authorized to sign and send any notice on behalf of their respective clients.

**8. No Admission of Liability.** This Agreement is entered into to resolve disputed matters relating to the Action. Nothing in this Agreement shall be interpreted as an admission of the validity or invalidity of any claim, defense, or position heretofore asserted by any of the Parties.

**9. Confidentiality.** The terms of this Agreement, including but not limited to its existence and Settlement Sum, are to be held in strict confidence and are not to be disclosed by the Parties to any person with the sole exception of: (1) the Parties' attorneys (2) the Parties' bankers, tax advisors, and/or accountants, for purposes of tax reporting, regulatory reporting and/or financial planning; (3) as necessary in connection with the Parties' current or future liability insurance and/or any disclosure requirements to which the Parties are subject; (4) as necessary to enforce this Agreement; (5) as required by law or legal process, including in connection with its obligations under the federal securities laws and NASDAQ requirements.

**10. Tax Liability.** The Parties are responsible for their own tax liability resulting from this Agreement.

**11. Governing Law.** This Agreement shall in all respects be interpreted, enforced, and governed under the substantive law of the State of New York, without regard to choice of law principles.

**12. Enforceability.** In the event that any one or more of the provisions of this Agreement is found or held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. Both Parties are deemed to have drafted this Agreement, and this Agreement shall not be construed in favor of one party over the other.

**13. Consent.** Each party has read and understands the terms of this Agreement and has entered into this Agreement by and on the advice of their respective counsel. The Parties represent and warrant that no representation, promise or inducement of any kind has been offered except as set forth in this Agreement. The Parties further warrant that in making this Agreement, they are relying upon their own judgment, investigation, belief and knowledge and that they are not relying on representations or statements by another person or another person's attorneys. The Parties acknowledge they have been advised by their respective attorneys with respect to this Agreement to the extent they deemed it necessary and that they are entering into this Agreement voluntarily and with full understanding of its legal effect.

**14. Non-Disparagement.** The Parties agree that they will not make any disparaging comments about each other, nor shall they encourage or induce third parties to do so on their behalf which is intended to adversely affect either the conduct of the Parties' business or profession, or a Party's business or professional reputation.


**15. Attorneys' Fees and Costs.** The Parties are responsible for their own attorneys' fees and costs, except, in the event of a breach of this Agreement, including but not limited to a default as defined in Paragraph 6 of the Agreement. The prevailing Party in any such claim agrees to pay any and all reasonable costs and expenses incurred by the other Party, up to an amount not to exceed \$20,000.00, in enforcing the terms of this Agreement (including collecting any outstanding payments of the Settlement Sum), including reasonable attorneys' fees, costs, disbursements and other expenses that the prevailing party incurs or is billed for in connection with enforcing the terms of this Agreement, initiating an action, entering any Judgment, collecting upon said Judgment, and defending or prosecuting any appeals.

**16. Signatures.** This document may be executed in counterparts, allowing for multiple pages of signatures, electronic, facsimile or otherwise, to constitute a binding contract herein.

**17. Entire Agreement.** The Agreement is a fully integrated agreement and constitutes the entire agreement between the Parties with respect to the subject matter hereof. Except as stated expressly herein, the Agreement supersedes, merges, and replaces all prior oral or written negotiations, offers, representations, warranties, and agreements with respect to the subject matter hereof. The Parties acknowledge and agree

that each has read this Agreement and consulted with their respective counsel, that it sets forth their entire agreement, that this Agreement is the product of negotiation, and that none of the Parties is to be considered the drafter or author of this Agreement.  
**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day and year first above written

**Ellenoff Grossman & Schole, LLP**

By:   
Partner, Barry I. Grossman

Print: Barry Grossman

Dated: 6/29/17

**Pareteum Corporation**

By:   
Ted O'Donnell, Chief Financial Officer

Print: Edward O'Donnell, CFO

Dated: 6/29/17