

**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**

<b>1. Who is the current creditor?</b>	<u>Emerge212 1185 LLC</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small>	
	<small>Other names the creditor used with the debtor</small> _____	
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. 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)	See summary page	Emerge212 1185 LLC James Kleeman 3 Columbus Circle 15th Floor New York, New York 10019, USA
	Contact phone <u>9172079881</u> Contact email <u>apistor@cszlaw.com</u>	Contact phone <u>2124044809</u> Contact email <u>james.kleeman@emerge212.com</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
<b>4. 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>	
<b>5. 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? \$ 68,861.07. 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.  
License fee and additional license fee for license through 12/31/2022

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. \$ 0.00

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: Cash Security Deposit = 32,474.50



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

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

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 10/11/2022  
MM / DD / YYYY

/s/Andrew Charles Pistor  
Signature

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

Name Andrew Charles Pistor  
First name Middle name Last name

Title Attorney

Company Cyruli Shanks Zizmor 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> Emerge212 1185 LLC Andrew Pistor, Esq. c/o Cyruli Shanks Zizmor LLP 420 Lexington Avenue Suite 2320 New York, New York, 10170 USA <b>Phone:</b> 9172079881 <b>Phone 2:</b> 2126616800 <b>Fax:</b>  <b>Email:</b> apistor@cszlaw.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>Disbursement/Notice Parties:</b> Emerge212 1185 LLC James Kleeman 3 Columbus Circle 15th Floor New York, New York, 10019 USA <b>Phone:</b> 2124044809 <b>Phone 2:</b> 2124042700 <b>Fax:</b>  <b>E-mail:</b> james.kleeman@emerge212.com <b>DISBURSEMENT ADDRESS</b>		
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> License fee and additional license fee for license through 12/31/2022	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 68,861.07	<b>Includes Interest or Charges:</b> No	
<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> Yes, 0.00 <b>Subject to Right of Setoff:</b> Yes, Cash Security Deposit = 32,474.50	<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>	

**Submitted By:**

Andrew Charles Pistor on 11-Oct-2022 1:55:25 p.m. Eastern Time

**Title:**

Attorney

**Company:**

Cyruli Shanks Zizmor LLP

## Lease Ledger

## Lease Information

**Pareteum Corporation**  
**Pareteum Corporation**  
**100 Park Avenue, Suite 1600**  
**New York , NY , 10017**

**Date** 10/03/2022  
**Lease Id** pareteum  
**Property** emer1185  
**Location** Emerge212 1185 LLC  
**Assigned Space(s)**  
**Customer**  
**ICS Code**  
**Lease Type** Office  
**Lease Term** **From** 03/01/2020 **To** 12/31/2022  
**Lease Area** (Per Lease RSF)  
**Monthly Rent** 14872.00  
**Office Phone**  
**Fax No**  
**E-Mail**

Date	Description	Unit	Charges	Payments	Balance
	<b>Balance Forward</b>				<b>0.00</b>
02/24/20	02/24/2020			36,942.25	(36,942.25)
03/01/20	Security Deposit		24,988.00		(11,954.25)
03/01/20	Opening Fee Charge		1,800.00		(10,154.25)
03/01/20	Sales Tax-Opening Fee		159.75		(9,994.50)
03/01/20	Licensee Rent (03/2020)	0083	9,995.00		0.50
04/01/20	Telecommunications (2/18/20-3/17/20)		37.77		38.27
04/01/20	Technology (2/18/20-3/17/20)		219.35		257.62
04/01/20	Sales Tax (2/18/20-3/17/20)		22.82		280.44
04/01/20	Licensee Rent (04/2020)	0083	9,995.00		10,275.44
05/01/20	Administration (3/18/20-4/17/20)		9.41		10,284.85
05/01/20	Telecommunications (3/18/20-4/17/20)		95.00		10,379.85
05/01/20	Technology (3/18/20-4/17/20)		400.00		10,779.85
05/01/20	Sales Tax (3/18/20-4/17/20)		43.93		10,823.78
05/01/20	Licensee Rent (05/2020)	0083	9,995.00		20,818.78
05/07/20	wire 05/07/2020			279.94	20,538.84
05/15/20	wire 05/15/2020			19,990.50	548.34
05/15/20	wire 05/15/2020			548.34	0.00
06/01/20	Telecommunications (4/18/20-5/17/20)		95.00		95.00
06/01/20	Technology (4/18/20-5/17/20)		400.00		495.00
06/01/20	Sales Tax (4/18/20-5/17/20)		43.93		538.93
06/01/20	Licensee Rent (06/2020)	0083	9,995.00		10,533.93
06/11/20	06/11/2020			10,534.00	(0.07)
07/01/20	Add. Security Deposit (07/2020)		7,487.00		7,486.93
07/01/20	Administration (5/18/20-6/17/20)		10.50		7,497.43
07/01/20	Telecommunications (5/18/20-6/17/20)		95.00		7,592.43
07/01/20	Technology (5/18/20-6/17/20)		400.00		7,992.43
07/01/20	Sales Tax (5/18/20-6/17/20)		44.86		8,037.29
07/01/20	Licensee Rent (07/2020)	0083	12,990.00		21,027.29
08/01/20	Administration (6/18/20-7/17/20)		1.20		21,028.49
08/01/20	Telecommunications (6/18/20-7/17/20)		95.00		21,123.49
08/01/20	Technology (6/18/20-7/17/20)		400.00		21,523.49
08/01/20	Sales Tax (6/18/20-7/17/20)		43.93		21,567.42
08/01/20	Licensee Rent (08/2020)	0083	12,990.00		34,557.42
08/13/20	wire 08/13/2020			34,557.42	0.00
09/01/20	Telecommunications (7/18/20-8/17/20)		95.00		95.00
09/01/20	Technology (7/18/20-8/17/20)		400.00		495.00
09/01/20	Administration (7/18/20-8/17/20)		1,190.00		1,685.00
09/01/20	Sales Tax (7/18/20-8/17/20)		149.55		1,834.55
09/01/20	Licensee Rent (09/2020)	0083	12,990.00		14,824.55
09/18/20	wire 09/18/2020			14,824.55	0.00
10/01/20	Administration (8/18/20-9/17/20)		50.00		50.00
10/01/20	Telecommunications (8/18/20-9/17/20)		95.00		145.00
10/01/20	Technology (8/18/20-9/17/20)		400.00		545.00
10/01/20	Sales Tax (8/18/20-9/17/20)		48.37		593.37
10/01/20	Licensee Rent (10/2020)	0083	12,990.00		13,583.37
10/23/20	wire 10/23/2020			13,583.37	0.00
11/01/20	Telecommunications (9/18/20-10/17/20)		95.00		95.00
11/01/20	Technology (9/18/20-10/17/20)		400.00		495.00

Date	Description	Unit	Charges	Payments	Balance
	<b>Balance Forward</b>				<b>0.00</b>
11/01/20	Administration (9/18/20-10/17/20)		132.50		627.50
11/01/20	Sales Tax (9/18/20-10/17/20)		55.69		683.19
11/01/20	Licensee Rent (11/2020)	0083	12,990.00		13,673.19
12/01/20	Telecommunications (10/18/20-11/17/20)		95.00		13,768.19
12/01/20	Technology (10/18/20-11/17/20)		400.00		14,168.19
12/01/20	Administration (10/18/20-11/17/20)		516.25		14,684.44
12/01/20	Sales Tax (10/18/20-11/17/20)		89.75		14,774.19
12/01/20	Licensee Rent (12/2020)	0083	12,990.00		27,764.19
12/04/20	wire 12/04/2020			13,673.19	14,091.00
12/24/20	wire 12/24/2020			14,091.00	0.00
01/01/21	Telecommunications (11/18/20-12/17/20)		95.00		95.00
01/01/21	Technology (11/18/20-12/17/20)		400.00		495.00
01/01/21	Administration (11/18/20-12/17/20)		125.00		620.00
01/01/21	Sales Tax (11/18/20-12/17/20)		55.02		675.02
01/01/21	Licensee Rent (01/2021)	0083	13,899.00		14,574.02
01/22/21	wire 01/22/2021			14,574.02	0.00
02/01/21	Administration (12/18/20-1/17/21)		0.60		0.60
02/01/21	Telecommunications (12/18/20-1/17/21)		95.00		95.60
02/01/21	Technology (12/18/20-1/17/21)		400.00		495.60
02/01/21	Sales Tax (12/18/20-1/17/21)		43.93		539.53
02/01/21	Licensee Rent (02/2021)	0083	13,899.00		14,438.53
02/26/21	wire 02/26/2021			14,438.53	0.00
03/01/21	Telecommunications (1/18/21-2/17/21)		95.00		95.00
03/01/21	Technology (1/18/21-2/17/21)		400.00		495.00
03/01/21	Sales Tax (1/18/21-2/17/21)		43.93		538.93
03/01/21	Licensee Rent (03/2021)	0083	13,899.00		14,437.93
03/26/21	wire 03/26/2021			14,437.93	0.00
04/01/21	Telecommunications (2/18/21-3/17/21)		95.00		95.00
04/01/21	Technology (2/18/21-03/17/21)		400.00		495.00
04/01/21	Sales Tax (2/18/21-03/17/21)		43.93		538.93
04/01/21	Licensee Rent (04/2021)	0083	13,899.00		14,437.93
04/30/21	wire 04/30/2021			14,437.93	0.00
05/01/21	Administration (3/18/21-4/17/21)		87.77		87.77
05/01/21	Telecommunications (3/18/21-4/17/21)		95.00		182.77
05/01/21	Technology (3/18/21-4/17/21)		400.00		582.77
05/01/21	Sales Tax (3/18/21-4/17/21)		51.47		634.24
05/01/21	Licensee Rent (05/2021)	0083	13,899.00		14,533.24
05/07/21	wire 05/07/2021			14,533.24	0.00
06/01/21	Telecommunications (4/18/21-5/17/21)		95.00		95.00
06/01/21	Technology (4/18/21-5/17/21)		400.00		495.00
06/01/21	Sales Tax (4/18/21-5/17/21)		43.93		538.93
06/01/21	Licensee Rent (06/2021)	0083	13,899.00		14,437.93
06/17/21	wire 06.17.21			14,437.93	0.00
07/01/21	Administration (5/18/21-6/17/21)		1.70		1.70
07/01/21	Telecommunications (5/18/21-6/17/21)		95.00		96.70
07/01/21	Technology (5/18/21-6/17/21)		400.00		496.70
07/01/21	Sales Tax (5/18/21-6/17/21)		43.93		540.63
07/01/21	Licensee Rent (07/2021)	0083	13,899.00		14,439.63
07/25/21	wire 07.23.21			14,439.63	0.00
08/01/21	Telecommunications (6/18/21-7/17/21)		95.00		95.00
08/01/21	Technology (6/18/21-7/17/21)		400.00		495.00
08/01/21	Sales Tax (6/18/21-7/17/21)		43.93		538.93
08/01/21	Licensee Rent (08/2021)	0083	13,899.00		14,437.93
08/20/21	wire 08.20.21			14,437.93	0.00
09/01/21	Telecommunications (7/18/21-8/17/21)		95.00		95.00
09/01/21	Technology (7/18/21-8/17/21)		400.00		495.00
09/01/21	Sales Tax (7/18/21-8/17/21)		43.93		538.93
09/01/21	Licensee Rent (09/2021)	0083	13,899.00		14,437.93
10/01/21	Telecommunications (8/18/2021-9/17/2021)		95.00		14,532.93
10/01/21	Technology (8/18/2021-9/17/2021)		400.00		14,932.93
10/01/21	Administration (8/18/2021-9/17/2021)		85.00		15,017.93
10/01/21	Sales Tax (8/18/2021-9/17/2021)		51.47		15,069.40
10/01/21	Licensee Rent (10/2021)	0083	13,899.00		28,968.40
10/04/21	wire 10/04/2021			14,437.93	14,530.47

Date	Description	Unit	Charges	Payments	Balance
	<b>Balance Forward</b>				<b>0.00</b>
10/27/21	wire 10.27.21			14,530.47	0.00
11/01/21	Telecommunications (9/18/21-10/17/21)		95.00		95.00
11/01/21	Technology (9/18/21-10/17/21)		400.00		495.00
11/01/21	Sales Tax (9/18/21-10/17/21)		43.93		538.93
11/01/21	Licensee Rent (11/2021)	0083	13,899.00		14,437.93
11/26/21	wire 11.26.21			14,437.93	0.00
12/01/21	Licensee Rent (12/2021)	0083	13,899.00		13,899.00
12/01/21	Telecommunications (10/18/21-11/17/2021)		95.00		13,994.00
12/01/21	Technology (10/18/21-11/17/2021)		400.00		14,394.00
12/01/21	Administration (10/18/21-11/17/2021)		170.00		14,564.00
12/01/21	Sales Tax (10/18/21-11/17/2021)		59.02		14,623.02
12/02/21	wire 12.02.21			14,632.02	(9.00)
01/01/22	Licensee Rent (01/2022)	0083	14,872.00		14,863.00
01/01/22	Telecommunications (11/18/2021-12/17/2021)		95.00		14,958.00
01/01/22	Technology (11/18/2021-12/17/2021)		400.00		15,358.00
01/01/22	Sales Tax (11/18/2021-12/17/2021)		43.93		15,401.93
01/21/22	wire 01/21/22			15,401.93	0.00
02/01/22	Telecommunications (12/18/21-1/17/22)		73.55		73.55
02/01/22	Technology (12/18/21-1/17/22)		400.00		473.55
02/01/22	Sales Tax (12/18/21-1/17/22)		42.03		515.58
02/01/22	Licensee Rent (02/2022)	0083	14,872.00		15,387.58
02/18/22	wire 02.18.22			15,387.58	0.00
03/01/22	Technology (1/18/22-2/17/22)		400.00		400.00
03/01/22	Sales Tax (1/18/22-2/17/22)		35.50		435.50
03/01/22	Licensee Rent (03/2022)	0083	14,872.00		15,307.50
03/11/22	wire 03.11.22			15,307.50	0.00
04/01/22	Technology (2/18/22-3/17/2022)		400.00		400.00
04/01/22	Administration (2/18/22-3/17/2022)		27.50		427.50
04/01/22	Sales Tax (2/18/22-3/17/2022)		37.94		465.44
04/01/22	Licensee Rent (04/2022)	0083	14,872.00		15,337.44
04/11/22	wire 04.11.22			15,337.00	0.44
05/01/22	Technology (3/18/22-4/17/2022)		400.00		400.44
05/01/22	Sales Tax (3/18/22-4/17/2022)		35.50		435.94
05/01/22	Licensee Rent (05/2022)	0083	14,872.00		15,307.94
06/01/22	Technology (4/18/22-5/17/2022)		400.00		15,707.94
06/01/22	Sales Tax (4/18/22-5/17/2022)		35.50		15,743.44
06/01/22	Licensee Rent (06/2022)	0083	14,872.00		30,615.44
06/10/22	wire 06.10.22			22,983.37	7,632.07
07/01/22	Technology (5/18/22-6/17/2022)		400.00		8,032.07
07/01/22	Administration (5/18/22-6/17/2022)		1,795.00		9,827.07
07/01/22	Sales Tax (5/18/22-6/17/2022)		194.81		10,021.88
07/01/22	Licensee Rent (07/2022)	0083	14,872.00		24,893.88
07/08/22	wire 07.08.22			17,261.81	7,632.07
08/01/22	Technology (6/18/22-7/17/2022)		400.00		8,032.07
08/01/22	Sales Tax (6/18/22-7/17/2022)		35.50		8,067.57
08/01/22	Licensee Rent (08/2022)	0083	14,872.00		22,939.57
08/08/22	wire 08.08.22			15,307.50	7,632.07
09/01/22	Technology (07/18/22-08/17/22)		400.00		8,032.07
09/01/22	Sales Tax (07/18/22-08/17/22)		35.50		8,067.57
09/01/22	Licensee Rent (09/2022)	0083	14,872.00		22,939.57
10/01/22	Technology (08/18/22-09/17/22)		400.00		23,339.57
10/01/22	Sales Tax (08/18/22-09/17/22)		35.50		23,375.07
10/01/22	Licensee Rent (10/2022)	0083	14,872.00		38,247.07
<b>0-30 Days</b>		<b>31-60 Days</b>	<b>61-90 Days</b>	<b>Above 90 Days</b>	<b>Amount Due</b>
15,307.50		15,307.50	7,632.07	0.00	38,247.07



**Emerge212 License Agreement**

**Dated:** June 2, 2020

**Licensor:** Emerge212 1185 LLC  
1185 Avenue of the Americas, New York, NY 10036 (“**Licensor**”)

**Licensee:** Pareteum Corporation  
100 Park Avenue Suite 1600, New York, NY 10017 (“**Licensee**”)  
  
954557538  
**Tax ID Number**

**Licensed Space:** Suites 214, 216, 218, 227, 236 (the “**Licensed Space**”) in the Facility operated by Licensor (the “**eEm Center**”) located on the second (2nd) and third (3rd) floors of the building known as 1185 Avenue of the Americas, New York, NY 10036 (the “**Building**”).

**Term:** 6 Months (the “**Term**”) to commence on July 1, 2020 (the “**Commencement Date**”) and expiring on December 31, 2020 (the “**Expiration Date**”).

**License Fee:** \$12,990.00 per month (the “**Fixed Monthly License Fee**”) during the period commencing on the Commencement Date and ending on the Expiration Date.

**Opening Fee:** \$0.00 (the “**Opening Fee**”) plus tax in the amount of \$0.00 to total \$0.00 payable by Licensee upon its execution of this Agreement. Standard Opening Fees of \$300.00 plus tax, per person will be applied if/when new employee(s) are hired/registered.

**Departure Fee:** \$175.00 (the “**Departure Fee**”) per workstation based on the capacity of the Licensed Space, payable by Licensee upon the expiration or the sooner termination of the Term.

**Use:** Executive and general office use, specifically for Licensee’s business of Finance..

*(Remainder of Page Left Blank Intentionally)*

**Notices:** If to Licensor:

**Emerge212 1185 LLC**  
1185 Avenue of the Americas  
New York, NY 10036  
Attention: Alex Bogen, Managing Director

If to Licensee:

**Pareteum Corporation**  
100 Park Avenue Suite 1600  
New York, NY 10017

**Miscellaneous**


**Terms & Conditions:** See attached Articles 2 through 30.

The Terms and Conditions attached hereto shall be deemed to be and are hereby incorporated into this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties as of the date first above written.

**LICENSOR:**


**Emerge212 1185 LLC**

DocuSigned by:  
By   
Name: Steve Durels  
4A232E5967034EE

Title: Executive Vice President,  
Director of Leasing and Real Property  
Date: 6/2/2020

**LICENSEE:**

**Pareteum Corporation**

DocuSigned by:  
By   
Name: Laura Thomas  
E00A87B1A8531414

Title: CFO  
Date: 6/2/2020

Emerge212 Center – Terms and Conditions

The provisions of these Terms and Conditions hereby modify and supplement certain provisions of the cover page of this License Agreement (the “Agreement”), and together the Cover Page and the Terms and Conditions constitute this Agreement.

2. License: Licensor hereby grants to Licensee a license to use the Licensed Space solely for executive and general office uses consistent with that found in Class “A” high-rise office buildings located in midtown Manhattan only, and for no other purpose. Licensee acknowledges and agrees that this Agreement conveys only the right to use the Licensed Space for the purposes expressly set forth herein, and that no possessory interest or estate, and no tenancy or landlord/tenant relationship, is being, or is intended to be, created or conveyed in or to the Licensed Space by means of this Agreement. Licensee, its agents, representatives, servants, employees or invitees shall not loiter in the common halls, corridors, stairways, elevators or any other portion of the eEm Center or the building in which the eEm Center is located (the “Building”) or in the vicinity of the entranceways or sidewalks adjacent to the Building.

3. Commencement of Term: If Licensor shall be unable to make available the Licensed Space to Licensee as of the Commencement Date, Licensor shall not be subject to any liability for such failure. If delay in possession is due to work, changes or decorations being made by or for Licensee, or is otherwise caused by Licensee, there shall be no adjustment in the Fixed Monthly License Fee and the payment of the Fixed Monthly License Fee shall commence on the Commencement Date. If permission is given to Licensee to use the Licensed Space or other space in the eEm Center prior to the Commencement Date, such use shall be deemed to be pursuant to the terms of this Agreement, except that the parties shall separately agree as to the obligation of Licensee to pay Fixed Monthly License Fees therefor.

4. License Fee: The Fixed Monthly License Fee plus any sales and use tax shall be paid to Licensor in advance on the first (1st) day of each calendar month during the Term, except that the first (1st) monthly installment of the Fixed Monthly License Fee along with the Opening Fee (as defined above) shall be paid by Licensee upon its execution of this Agreement. All sums other than the Fixed Monthly License Fee payable hereunder shall be deemed to be (“Additional License Fees”) and shall be payable on demand, unless other payment dates are hereinafter provided. Licensee shall pay all Fixed Monthly License Fees and Additional License Fees due hereunder at the office of Licensor or at such other place as Licensor may designate, in United States legal tender, by good and sufficient check drawn on a New York City bank which is a member of the New York Clearing House or a successor thereto, and without any set off or deduction whatsoever. In the event Licensee fails to pay the Fixed Monthly License Fee or any Additional License Fees or other charges due under this Agreement within ten (10) days after the date upon which such payment is due, in addition to all other remedies available to Licensor, Licensee shall pay, as Additional License Fees, a late charge equal to five (5%) percent of such amount from the date such payment was due until such payment is made. In addition, if any check delivered by Licensee to Licensor in payment of the Fixed Monthly License Fee or Additional License Fees payable hereunder is uncollectible by Licensor for any reason, Licensee shall pay to Licensor a service charge in the sum of \$100.00 for each such uncollectible check as Additional

License Fees hereunder, together with the next installment of Fixed Monthly License Fees due hereunder.

5. Use of Services and Facilities: During the Term, subject to the provisions of this Agreement and provided that Licensee is not in default hereunder, Licensee shall be entitled to access and use, in common with Licensor and other licensees of the eEm Center, the services and facilities set forth in the schedule of Basic Services annexed hereto and made a part hereof as Schedule A, solely in connection with Licensee’s use of the Licensed Space as expressly permitted hereunder. From time to time during the Term, Licensor may, in its sole discretion, make available to Licensee and other licensees of the eEm Center, other services of the nature described in the schedule of Additional Services annexed hereto and made a part hereof as Schedule B at fees that are established by Licensor from time to time in its sole discretion. In the event that Licensee is in default hereunder, Licensor may, at its option, cease furnishing any and all services to Licensee, including, without limitation, all Basic Services and telephone services.

6. Condition of Licensed Space; Repairs:

(a) Licensee acknowledges that it has inspected the Licensed Space, is fully familiar with the physical condition thereof and agrees to accept the Licensed Space as of the Commencement Date in its then “as is” condition. Licensee acknowledges and agrees that: (i) Licensor makes no representation as to the condition of the Licensed Space, the eEm Center or the Building; and (ii) Licensor shall have no obligation to do any work in or to the Licensed Space in order to make it suitable and ready for use by Licensee.

(b) Licensee shall take good care of the Licensed Space and the furniture, fixtures and equipment contained therein and shall make all repairs necessary to keep them in good working order and condition, including structural repairs when those are necessitated by the act, omission or negligence of Licensee, its agents, representatives, servants, employees or invitees. Licensee shall make no decoration, alteration, addition or improvement in or to the Licensed Space without the prior written consent of Licensor in each instance. No article shall be fastened to, or holes drilled or nails or screws driven into, the ceilings, walls, doors, windows (including, without limitation, the sills, jambs, frames, sashes, and meeting rails) or other portions of the Licensed Space, nor shall any part of the Licensed Space be painted, papered or otherwise covered, or in any way marked or broken, without the prior written consent of Licensor in each instance.

7. Default: Licensor may terminate this Agreement on ten (10) day’s notice to Licensee: (i) if the Fixed Monthly License Fee, any Additional License Fee, or any other payments due hereunder are not paid within five (5) days after notice from Licensor; or (ii) if Licensee defaults in fulfilling or breaches any of the representations, covenants or warranties of this Agreement within fifteen (15) days after notice thereof from Licensor (which notice shall be deemed to satisfy any statutory notice requirement); or (c) if Licensee shall default, after notice and the expiration of any applicable cure period contained herein, under any license or other lease between the parties for space in the eEm Center or the Building.

8. No Further Licensing or Assignment; Referrals: Licensee shall not, by operation of law or otherwise, assign, transfer or encumber this Agreement or its rights hereunder, or further license or permit the Licensed Space to be used by others. The transfer of a majority of the issued and

outstanding ownership interests of Licensee, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions, or the conversion of a licensee entity to either a limited liability company or a limited liability partnership, or the merger or consolidation of a corporate licensee, shall be deemed an assignment of this Agreement for the purposes hereof. Any purported assignment, transfer or encumbrance of this Agreement or further license of the Licensed Space shall be void and of no effect.

9. Access to Licensed Space:

(a) Licensor or Licensor's agents shall have the right to enter or pass through the Licensed Space at all times by master key and in the event of an emergency, by reasonable force or otherwise. Any entry or work hereunder shall not constitute an eviction of Licensee in whole or in part, shall not be grounds for any abatement of Fixed Monthly License Fees or Additional License Fees, and shall impose no liability on Licensor by reason of inconvenience or injury to Licensee's business. At any time during the Term, Licensor, Licensor's agents and/or the owner or lessee of the Building and their respective agents and representatives may exhibit the Licensed Space to prospective purchasers, lessees or mortgagees of any interest therein or in the eEm Center or the Building, or to prospective licensees or occupants of the Licensed Space.

(b) Licensee acknowledges that Licensor shall have the right to use Licensee's name and logo in Licensor's advertisements and marketing.

10. End of Term: Licensee shall cease its use of and surrender the Licensed Space to Licensor at the expiration or sooner termination of this Agreement broom clean and in good order and condition, except for reasonable wear and tear and damage by fire or other casualty, and Licensee shall remove all of its property therefrom. Any alterations, improvements and equipment installed in the Licensed Space which Licensor shall designate shall be removed by Licensee and any damage repaired, at Licensee's sole cost and expense, prior to the expiration or sooner termination of this Agreement. Licensee shall return any furniture provided to it by Licensor on or prior to the expiration or sooner termination of the term hereof (or, when appropriate, at the end of each usage) in as good condition and repair as when Licensee first received such furniture, reasonable wear and tear excepted. Licensee acknowledges and agrees that funds will be deducted from the Security Deposit (as defined below) if the Licensed Space or such furniture are damaged. Any property left in the Licensed Space by Licensee after the expiration or sooner termination of the Term shall be deemed to have been abandoned by Licensee and Licensor shall have the right to retain or dispose of such property in any manner at Licensee's sole expense without any obligation to account therefor to Licensee.

Licensee hereby indemnifies and agrees to defend and save Licensor, its agents, representatives and employees harmless against any and all costs, claims, losses or liabilities resulting from delay by Licensee in so surrendering the Licensed Space, including, without limitation, any claims made by any succeeding tenant, licensee or other occupant founded on such delay. The parties recognize and agree that the damage to Licensor resulting from any failure by Licensee to timely cease its use of and surrender the Licensed Space will be substantial, will exceed the amount of Fixed Monthly License Fees and Additional License Fees theretofore payable hereunder, and will be impossible of accurate measurement. Licensee therefore agrees that if Licensee does not cease its use and surrender possession of the Licensed Space on or

prior to the expiration or sooner termination of the Term, then Licensee shall pay Licensor as liquidated damages for each month and for each portion of any month during which Licensee holds over in the Licensed Space after the expiration or sooner termination of the Term, a sum equal to ten (10) times the Fixed Monthly License Fees which were payable per month hereunder during the last month of the Term. The aforesaid obligations shall survive the expiration or sooner termination of the Term.

11. Virtual Office Agreement: Immediately upon the Expiration Date, at Licensor's sole option and on notice to Licensee, Licensee shall automatically be entered into a virtual office agreement (a "VOA") with Licensor for a term of ninety (90) days immediately following the Expiration Date as follows. Pursuant to such VOA, Licensor will: (i) forward Licensee's telephone calls; and (ii) manage Licensee's incoming mail and packages; on terms set forth in Licensor's standard VOA in effect on the Expiration Date at a cost equal to Licensor's standard charge for such services on the Expiration Date; provided, however, that: (A) if Licensee gives notice to Licensor of its election not to enter into a VOA with Licensor no earlier than thirty (30) days prior to the Expiration Date; or (B) Licensee gives no less than fifteen (15) days notice to Licensor of its election to terminate the VOA at any time during the term of the VOA; then, in the case of Subparagraph (A), above, Licensee shall not be entered into such VOA upon the Expiration Date and in the case of Subparagraph (B), above, such VOA shall terminate on the termination date set forth in Licensee's termination notice.

12. Rules and Regulations: Licensee and Licensee's servants, employees, agents, representatives and visitors shall observe faithfully and comply strictly with the Rules and Regulations for the Building and such other and further Rules and Regulations as Landlord and its agents may from time to time adopt.

13. Sign Additional Documents As Necessary: Licensee shall complete and execute such additional documents and do such other things as may be required by Licensor, the Postal Service, or any other entity in order to permit Licensor to provide services and facilities hereunder.

14. Hold Harmless: Licensee hereby indemnifies and agrees to defend and save Licensor, its agents, representatives and employees harmless from and against any and all claims, liabilities, damages, costs and expenses arising out of or in connection with the use of the Licensed Space by Licensee, or anyone claiming through Licensee, or from any breach of this Agreement.

Licensee acknowledges that any telephone system and/or services made available by Licensor (i) use voice over internet protocol technology and are, therefore, subject to the availability of internet service, from time to time, as provided to Licensor by one or more independent third party internet service providers (the "ISPs"); (ii) are controlled by the ISPs (and not Licensor) and, as a result thereof, **LICENSOR CANNOT AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR EFFECTIVENESS OF ANY LOCATION BASED TECHNOLOGY SHOULD SUCH TELEPHONE SYSTEM AND/OR SERVICES BE USED TO COMMUNICATE WITH ANY 911 OR SIMILAR EMERGENCY SERVICES.** Licensee covenants and warrants to Licensor that Licensee shall not allow any third party (including, without limitation, employees and independent contractors) to use any such telephone system or services without such third party having first executed and

delivered to Licensee a Release and Waiver in the form annexed hereto as Exhibit B, which Release and Waiver shall be maintained by Licensee and exhibited to Licensor upon request. Licensee hereby waives, releases, indemnifies and agrees to defend and hold harmless Licensor, its directors, officers, employees, members, partners, agents and representatives from and against any and all claims, liabilities, suits, proceedings, awards, damages, costs, expenses, fees, penalties and fines related to 911 or similar emergency services requests originating from any such telephone system and/or services provided to Licensee by Licensor.

Licensee acknowledges and accepts that when foregoing the use of VoIP telephone equipment or any such technology or equipment, herein referenced as (the "Equipment/Service") provided by Licensor and using third party Equipment/Service, Licensee releases Licensor of any responsibility, representations or warranties regarding the quality of service or signal etc. Licensee further accepts and acknowledges that any technical support furnished by Licensor and pertaining to any third party Equipment/Service will result in additional fees.

15. Licensor's Liability: This Agreement and the obligations of Licensee hereunder shall in no way be affected because Licensor is unable to fulfill any of its obligations or to supply any service, by reason of strike or other cause not within Licensor's control. Licensor shall have the right, without incurring any liability to Licensee, to stop any service because of accident or emergency, or for repairs, alterations or improvements, necessary or desirable in the judgment of Licensor, until such repairs, alterations or improvements shall have been completed. Neither the partners, entities or individuals comprising Licensor, nor the agents, directors, or officers or employees of any of the foregoing shall be liable for the performance of Licensor's obligations hereunder. Licensee agrees to look solely to Licensor's estate and interest in the eEm Center for the satisfaction of any right or remedy of Licensee for the collection of a judgment (or other judicial process) requiring the payment of money by Licensor, and in the event of any liability by Licensor, no other property or assets of Licensor or of any of the aforementioned parties shall be subject to levy, execution or other enforcement procedure for the satisfaction of Licensee's remedies under or with respect to this Agreement, the relationship of Licensor and Licensee hereunder, or Licensee's use and occupancy of the Licensed Space or any other liability of Licensor to Licensee.

16. Insurance:

(a) Licensee shall provide to Licensor upon the execution and delivery of this Agreement, and keep in force, at Licensee's sole cost and expense, during the Term, the following insurance coverage: (i) a Commercial General Liability insurance policy naming Licensor and its designees as additional insureds covering acts in, on or about the Building, the Licensed Space, the common areas or the areas around the Building or the Licensed Space in amounts not less than: \$1,000,000, general aggregate per location, \$1,000,000, per occurrence for bodily injury and property damage, \$1,000,000, personal & advertising injury and \$500,000, fire legal liability. The limits of insurance coverage referenced above may be achieved by a combination of primary Commercial General Liability insurance coverage and Umbrella/Excess Liability insurance coverage naming Licensor and its designees as additional insureds specifically referencing the Licensed Space; and (ii) "all risk" insurance adequate to cover the cost of replacement of all personal property, fixtures, furnishings, equipment,

improvements, betterments and installations located in the Licensed Space, whether or not installed or paid for by Licensor.

(b) All such policies shall be issued by companies of recognized responsibility permitted to do business within New York State, approved by Licensor, and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Licensor and any additional insured are given at least thirty (30) days prior written notice of such cancellation or modification. Each policy evidencing the insurance to be carried by Licensee under this Agreement shall contain a clause that such policy and the coverage evidenced thereby shall be primary with respect to any policies carried by Licensor, and that any coverage carried by Licensor shall be excess insurance.

(c) Prior to the time such insurance is first required to be carried by Licensee and thereafter at least fifteen (15) days prior to the expiration of any such policies, Licensee shall deliver to Licensor either duplicate originals of the aforesaid policies or 2003 Accord 28 certificates evidencing such insurance (the 2006 Accord 28 being unacceptable to Licensor), together with evidence of payment for such policies.

17. Security Deposit: Licensee has deposited with Licensor **the sum of \$32,475.00** (as security (the "Security") for the faithful performance and observance by Licensee of the terms, covenants and conditions of this Agreement. Licensor may use any part of the Security to satisfy any default of Licensee and any expenses arising from such default. Licensee shall, upon demand, replenish the full amount so used by Licensor in order that Licensor shall have the full Security on hand at all times during the Term. In the event that Licensee shall fully and faithfully comply with all of the terms, covenants and conditions of this Agreement, and surrender all keys, access cards and building passes to Licensor, the Security shall be returned to Licensee after the date fixed as the end of the Term and after surrender of the Licensed Space to Licensor in the condition required hereunder. In the event of a transfer by Licensor of its interest in the eEm Center, Licensor may transfer the Security to the transferee, and Licensor shall thereupon be released from all liability for the return of the security; and Licensee agrees to look to the new Licensor solely for the return of the Security. This provision shall apply to every transfer or assignment of the Security to a new Licensor. Licensee shall not assign or encumber the Security.

18. Subordination: This Agreement and all rights of Licensee hereunder are and shall continue to be subject and subordinate in all respects to all ground leases, leases, mortgages (and renewals and modifications thereof) affecting the Building.

19. Relocation: Notwithstanding anything contained in this Agreement to the contrary, Licensor shall have the right to substitute in lieu of the Licensed Space alternative space in the eEm Center designated by Licensor.

20. Center Unavailability: In the event that Licensor is no longer able to provide Licensee with the use of the Licensed Space and/or the services provided hereunder, Licensor shall have the right to cancel this Agreement at any time during the Term. In addition to the foregoing, Licensor shall have the right to cancel this Agreement at any time upon no less than thirty (30) days' notice to Licensee. In all of the above events, Licensee shall cease its use of and surrender the Licensed Space to Licensor as of the cancellation date set forth in Licensor's cancellation notice in the condition

required in this Agreement as if such cancellation date were the Expiration Date.

21. Laws and Rules: Licensee shall comply with all laws, permits and licensing rules, and other requirements regulating the conduct of Licensee's business and the use of the Licensed Space.

22. Bills and Notices: Any notice, statement, demand, request or other communication required or permitted to be given, rendered or made by either party to the other shall be in writing and shall be deemed to have been properly given, rendered or made if sent by nationally recognized overnight delivery service addressed to the parties as set forth on the first page of this Agreement, and shall be deemed to have been given, rendered or made one (1) business day after deposit with such overnight delivery service. Either party may, by notice as aforesaid, designate a different address or addresses for notices, statements, demands or other communications intended for it.

23. Unenforceable Provisions; No Waiver; Captions: The invalidity or unenforceability of any provision hereof shall not affect or impair the validity of any other provision hereof. No waiver of any term, covenant or condition of this Agreement by Licensor shall be effective, unless such waiver shall be in writing and signed on behalf of Licensor. No default of Licensee shall be implied from any failure by Licensor to take action with respect to such default. The captions herein are inserted only for convenience, and are in no way to be construed as a part of this Agreement or as a limitation of the scope of any provision of this Agreement.

24. Entire Agreement; Governing Law: This Agreement represents the entire understanding between the parties with regard to the matters addressed herein and may only be modified by written agreement executed by all parties hereto. All prior understandings or representations between the parties hereto, oral or written, with regard to the matters addressed herein are hereby merged herein. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York.

25. Successors and Assigns: The terms, covenants and conditions contained in this Agreement shall be binding upon and shall inure to the benefit of Licensor and Licensee, their respective successors and permitted assigns, if any.

26. No Brokers: Licensee covenants, represents and warrants that Licensee has had no dealings or negotiations with any broker or agent in connection with the consummation of this Agreement other than eEmerge.NYC LLC and SL Green Leasing, LLC (collectively, the "Brokers") and Licensee hereby indemnifies and agrees to defend, and hold harmless Licensor, its agents, representatives and employees from and against any and all cost, expense (including reasonable attorneys' fees) or liability for any compensation, commissions or charges claimed by any broker or agent other than the Brokers, with respect to this Agreement or the negotiation hereof.

27. Restriction Against Hiring: Licensee agrees that during the Term and within one (1) year after the expiration or sooner termination hereof, neither Licensee nor any of its principals, affiliates, subsidiaries or employees will hire directly or as an independent contractor, or refer to another

for employment, or offer an internship, work study program or volunteering position of any kind, to any person who is at that time, or was during the Term, an employee of Licensor or any of its affiliated entities. In the event of the breach of any covenant contained in this Article, Licensee shall be liable to Licensor for, and shall pay to Licensor on demand, liquidated damages in the sum of Twenty-Five Thousand (\$25,000.00) Dollars for each employee with respect to whom such breach shall occur, it being mutually agreed that the actual damages that would be sustained by Licensor as the result of any such breach will be substantial and will be impossible of accurate measurement, and that the aforesaid liquidated damage amount is fair and reasonable. The undertakings of Licensee pursuant to this Article shall survive the termination hereof.

28. Confidentiality: Licensee agrees to maintain in strict confidence the terms, covenants and conditions contained herein.

29. Automatic Renewal: The Term hereof shall automatically renew for successive terms of **1 Year** each (each, an "**Automatic Renewal Term**") upon the expiration of the initial Term or any subsequent Term thereafter on all of the same terms, covenants and conditions contained herein, except that on the commencement date of each successive Automatic Renewal Term, the Fixed Monthly License Fee payable hereunder shall be increased to an amount equal to **107%** of the Fixed Monthly License Fee payable on the expiration date of the immediately preceding Term; provided, however, that notwithstanding the foregoing, if Licensor or Licensee gives notice to the other of its non-renewal of the Term or any subsequent Automatic Renewal Term no more than **120 Days** and no less than **90 Days** prior to the expiration thereof, this Agreement shall terminate on the expiration date of the then current Term or Automatic Renewal Term, as the case may be, as if such expiration date were the Expiration Date first set forth herein.

30. Termination of Prior License Agreement: The parties agree that effective as of **11:59pm June 30, 2020** (the "**Termination Date**") that certain License Agreement dated as of **February 19, 2020**, between the parties (the "**Prior Agreement**") with respect to the use of **214,216,218,236** in the eEm Center (the "**Prior Space**") is hereby terminated. Licensee represents to Licensor that Licensee shall: (i) cease its use of the Prior Space effective as of the Termination Date; and (ii) surrender the Prior Space to Licensor in the condition required under the Prior Agreement as if such date were the expiration date otherwise set forth in the Prior Agreement.

**SCHEDULE "A"**

*Basic Services*

- Furnished Executive Licensed Space
- Furnished and Decorated Reception Area
- Professional Receptionist, Delivery Center, and Office Manager to coordinate Licensor's provision of services
- Facsimile Number for Licensee's Use
- Mail and Package Receipt
- Utilities and Janitorial Service

**SCHEDULE "B"\***

*Additional Services*

- **50 Mbps at \$400 per month for 5 - 8 employees. Includes unlimited hardline and Wi-Fi connections.**
- **(1) Dedicated 646 Phone Line(s) and Handset(s) with Unlimited Local/Long Distance Calling at (\$95.00) per month totaling (\$95.00) per month.**
- Word Processing Services
- Local & Long Distance Telephone Service
- Secretarial Services
- Copy and Binding Services
- Outgoing Mail & Express Delivery Services
- Additional Licensed Space Furniture
- Specialized Equipment
- Miscellaneous Purchasing Services
- Catering & Beverage Services
- Paging Services
- Upgraded Internet Access
- Specialized Telephone Services
- Facsimile Services
- IT Support
- Other Licensee Requested Services Where Available
- Supplemental monthly electricity charge for large printers or copiers
- Photocopies: Photocopies/Scans/Faxes available at current pricing

\*Each billing cycle commences on the 18<sup>th</sup> of the current month and expires on the 17<sup>th</sup> of each subsequent month.

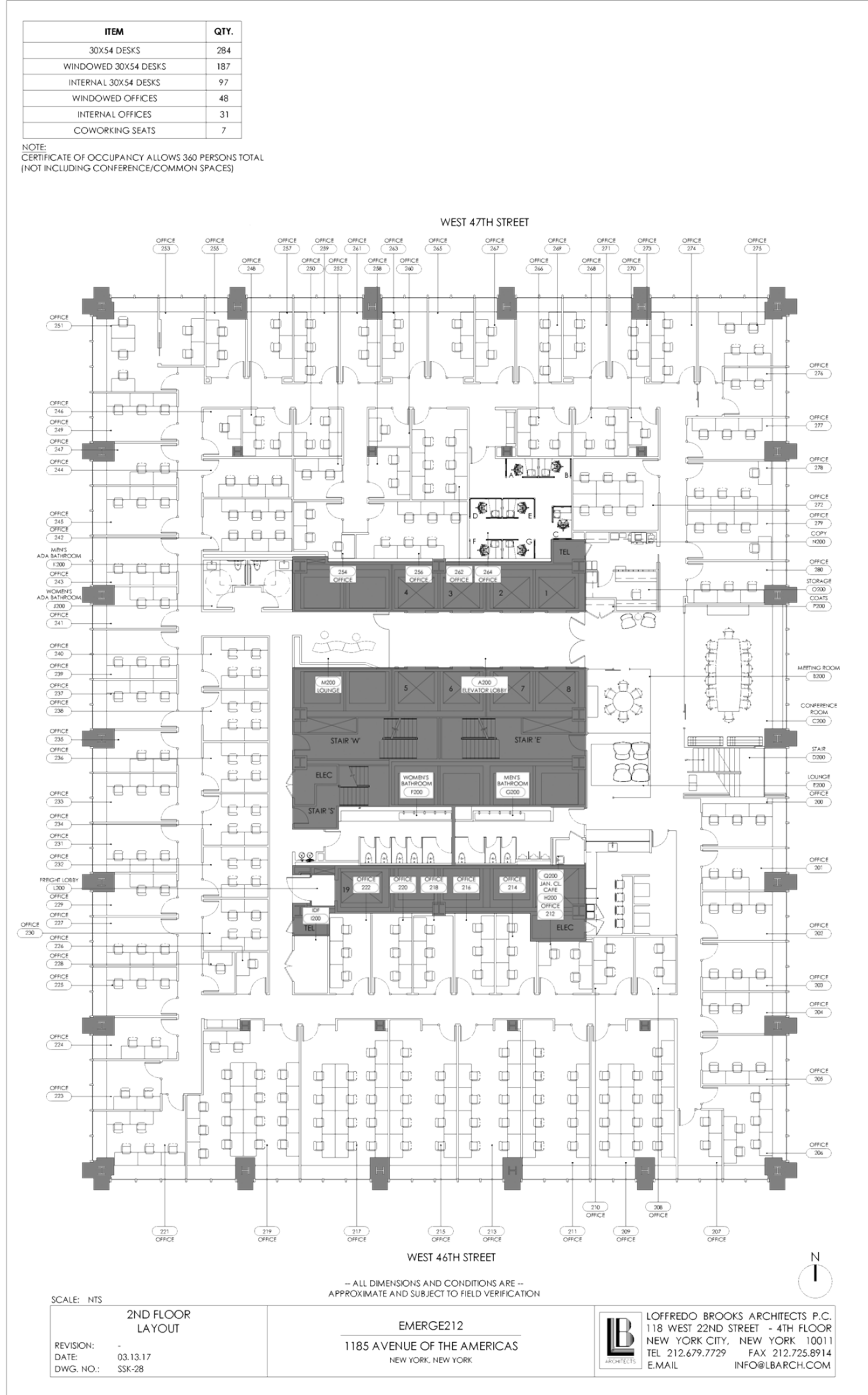
**Emerge212 Center**  
***RULES AND REGULATIONS***

1. Licensee's employees and guests will conduct themselves in businesslike manner; the noise level will be kept to a level so as not to interfere with or annoy other Licensees and Licensee will abide by Licensor's directives regarding security, keys and other such matters common to all occupants.
2. Licensee will not prop open any corridor doors, exit doors/door connecting corridors during or after business hours.
3. Licensee shall not use any public areas for purposes other than their intended use without the prior written consent of Licensor and those areas must be kept neat and attractive at all times.
4. All corridors, halls, elevators and stairways shall not be obstructed by Licensee or used for any purpose other than egress/ingress.
5. No advertisement or identifying signs, other than provided by Licensor, or other notices shall be inscribed, painted, or affixed on any part of the corridors, doors or public areas.
6. Licensee shall not, without Licensor's prior written consent, store or operate in the Licensed Space(s) or the eEm Center any computer (excepting a personal computer) or any other large business machine, reproduction equipment, heating equipment, stove, radio, stereo equipment or other mechanical amplification equipment, vending or coin operated machine, refrigerator or coffee equipment, or conduct a mechanical business therein, do any cooking therein, or use or allow to be used in the Building, oil burning fluids, gasoline, kerosene for heating, warming or lighting. No article deemed hazardous on account of fire or any explosives shall be brought into the eEm Center. No offensive gases, odors or liquids are permitted. No fire arms are permitted.
7. The electrical current shall be used for ordinary lighting purposes only unless written permission to do otherwise shall first have been obtained from Licensor at an agreed cost to Licensee.
8. If Licensee requires any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at Licensee's expense by the personnel designated by Licensor and only with Licensor's prior written consent.
9. Licensee may not conduct business in the hallways, reception area or any other area except in its designated Licensed Space(s) without the prior written consent of Licensor.
10. Licensee will bring no animals other than service animals in the company of persons with disabilities into the Building.
11. Licensee shall not move any furniture, furnishings or equipment (collectively, "Tenant's Property") into the Licensed Space(s) or remove any such Tenant's Property from the Licensed Space(s) without the prior written consent of Licensor in each instance.
12. Licensee shall not use the eEm Center for manufacturing or storage of merchandise except as such storage may be incidental to general office purposes.
13. Licensee shall not occupy or permit any portion of the eEm Center to be occupied or used for the manufacture, sale, gift or use of liquor, narcotics or tobacco in any form.
14. Licensee shall not use the Licensed Space(s) for lodging or sleeping or for any immoral or illegal purposes.
15. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the eEm Center or the Licensed Space(s) by Licensee nor shall any changes be made on existing locks or the mechanisms thereof.
16. Licensee shall, before leaving the Licensed Space(s) unattended for an extended period of time, close and security lock all doors and shut off all lights and other electrical apparatus. Any damage resulting from failure to do so shall be paid by Licensee.
17. Canvassing, soliciting and peddling in the Building are prohibited and Licensee shall not solicit other licensees for any business or other purpose without the prior written approval of Licensor.
18. All property belonging to Licensee or any employee, agent or invitee of Licensee shall be at the risk of such person only and Licensor shall not be liable for damages thereto or for theft or misappropriation thereof.
19. Smoking shall be prohibited in the Licensed Space, the eEm Center and the Building at all times.
20. Licensee shall not videotape or photograph any portion of the eEm Center without the prior written consent of Licensor in each instance.
21. Shared internet is not permitted within the eEm Center (i.e. no wireless routers are permitted).
22. No Minors shall be permitted on premises at the eEm Center
23. Professional Attire must be worn at all times throughout the eEm Center.
24. Phone Conversations must be limited to the licensed office space, conference rooms, when rented and phone booth, if applicable.



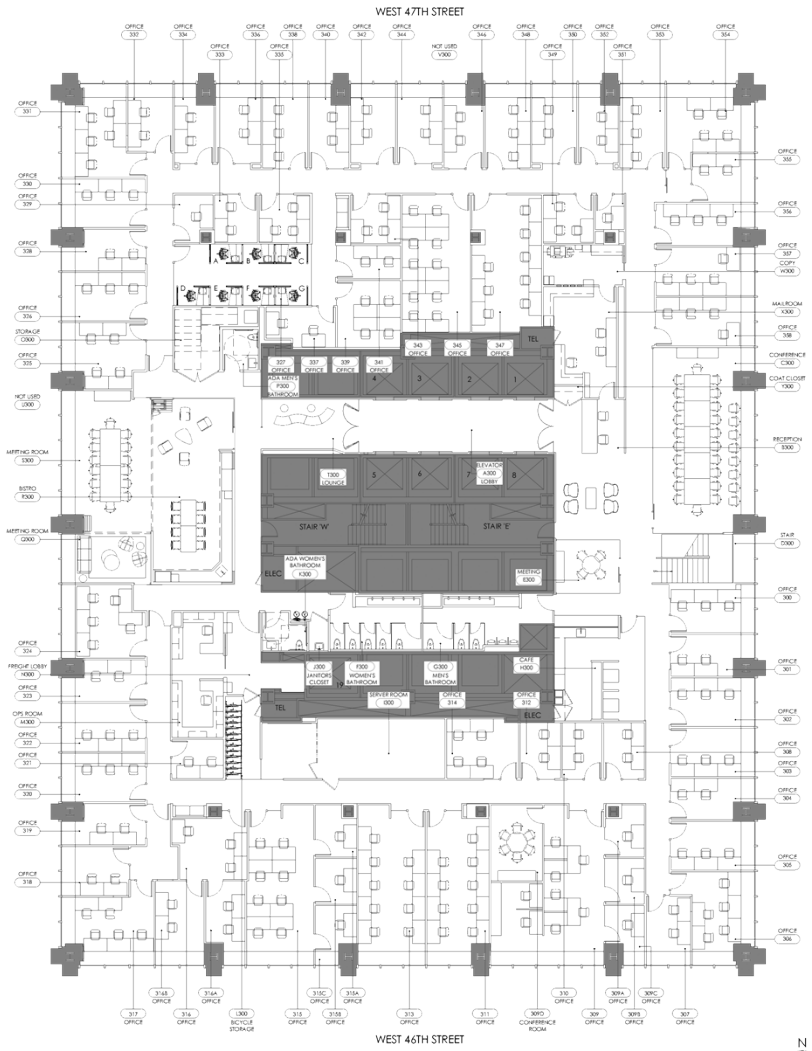
EXHIBIT "A"

Location Plan of the Licensed Space



ITEM	QTY.
30X54 DESKS	206
WINDOWED 30X54 DESKS	155
INTERNAL 30X54 DESKS	51
WINDOWED OFFICES	42
INTERNAL OFFICES	16
COWORKING SEATS	7

NOTE:  
 CERTIFICATE OF OCCUPANCY ALLOWS 240 PERSONS TOTAL  
 (NOT INCLUDING CONFERENCE/Common SPACES)  
 NOTE:  
 THE 30X54 DESK AND WINDOWED 30X54 DESK COUNTS  
 INCLUDES 2 DESKS AT CONFERENCE ROOM 309D



SCALE: NTS  
**3RD FLOOR LAYOUT**  
 REVISION: -  
 DATE: 03.13.17  
 DWG. NO.: 33K-29

- ALL DIMENSIONS AND CONDITIONS ARE -  
 APPROXIMATE AND SUBJECT TO FIELD VERIFICATION

EMERGE212  
 1185 AVENUE OF THE AMERICAS  
 NEW YORK, NEW YORK



LOFFREDO BROOKS ARCHITECTS P.C.  
 118 WEST 22ND STREET - 4TH FLOOR  
 NEW YORK CITY, NEW YORK 10011  
 TEL 212.679.7729 FAX 212.725.8914  
 EMAIL INFO@LBARCH.COM




EXHIBIT "B"

**RELEASE AND WAIVER**

I Laura Thomas am a partner, member, director, officer, shareholder or employee of Pareteum Corporation. I acknowledge receipt of telephone equipment from Pareteum Corporation which has been furnished to it by Emerge212 1185 LLC ("Emerge212"). I further acknowledge that such telephone equipment (i) uses voice over internet protocol technology and is, therefore, subject to the availability of internet service, from time to time, as provided to Licensor or as provided to me directly, dependent on the location of said telephone equipment, by one or more independent third party internet service providers (the "ISPs"); (ii) is controlled by the ISPs (and not Emerge212) and, as a result thereof, **EMERGE212 CANNOT AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE QUALITY OF THE SERVICE OR SIGNAL, OR THE ACCURACY OR EFFECTIVENESS OF ANY LOCATION BASED TECHNOLOGY SHOULD SUCH TELEPHONE SYSTEM AND/OR SERVICES BE USED TO COMMUNICATE WITH ANY 911 OR SIMILAR EMERGENCY SERVICES**; and (iii) Emerge212 does not furnish off-site technical support, any such support being available only at the Emerge212 location at which the telephone equipment was received by me. In order to further induce Emerge212 to furnish this telephone equipment to Pareteum Corporation. I hereby waive, and release Emerge212, its directors, officers, employees, members, partners, agents and representatives from, any and all claims and liabilities whatsoever related to 911 or similar emergency services requests originating from any such telephone equipment. It is my intention that this Release and Waiver shall bind my successors and assigns. This Release and Waiver may not be modified except in a writing signed by me and by Emerge212.

Signed:

DocuSigned by:  
  
E00A87BAB531414...

Name:

Laura Thomas

Dated:

6/2/2020



Emerge212 1185 LLC  
1185 Avenue of the Americas  
New York, NY 10036

November 18, 2020

Pareteum Corporation  
100 Park Avenue Suite 1600  
New York, NY 10017

Re: License Agreement dated as of **June 2, 2020**, between **Emerge212 1185 LLC**, as licensor ("Licensee"), and **Pareteum Corporation**, as licensee ("Licensee") as more particularly described in said License Agreement as **Suites 214, 216, 218, 227, 236** (the "Licensed Space") in the Facility operated by Licensor (the "eEm Center") located on the second (2nd) and third (3rd) floors of the building known as 1185 Avenue of the Americas, New York, NY 10036 (the "Building") under the terms and conditions contained therein (said license agreement, is hereinafter referred to as (the "License"), and premises demised there under are collectively hereinafter referred to as (the "Premises").

Dear Sir or Madam:

This letter shall serve to confirm Licensee's renewal term (the "Automatic Renewal Term 1") and that the term of the License has been extended through and including **December 31, 2021** (the "Automatic Renewal Term 1 - Expiration Date") subject to all applicable provisions of the License. Effective as of **January 1, 2021** (the "Automatic Renewal Term 1 - Commencement Date"), the fixed monthly license fee shall be **\$13,899.00**.

Very truly yours,

By:   
Name: James Kleeman  
Title: Director

3 Columbus Circle  
15<sup>th</sup> Floor  
New York, NY 10019

125 Park Avenue  
25<sup>th</sup> Floor  
New York, NY 10017

1185 Avenue of the Americas  
3<sup>rd</sup> Floor  
New York, NY 10036



Emerge212 1185 LLC  
1185 Avenue of the Americas  
New York, NY 10036

November 16, 2021

Pareteum Corporation  
100 Park Avenue Suite 1600  
New York, NY 10017

Re: License Agreement dated as of **June 2, 2020**, between **Emerge212 1185 LLC**, as licensor ("Licensor"), and **Pareteum Corporation**, as licensee ("Licensee") as more particularly described in said License Agreement as **Suites 214, 216, 218, 227, 236** (the "Licensed Space") in the Facility operated by Licensor (the "eEm Center") located on the second (2nd) and third (3rd) floors of the building known as 1185 Avenue of the Americas, New York, NY 10036 (the "Building") under the terms and conditions contained therein (said license agreement, is hereinafter referred to as (the "License"), and premises demised there under are collectively hereinafter referred to as (the "Premises").

Dear Sir or Madam:

This letter shall serve to confirm Licensee's renewal term (the "Automatic Renewal Term 2") and that the term of the License has been extended through and including **December 31, 2022** (the "Automatic Renewal Term 2 - Expiration Date") subject to all applicable provisions of the License. Effective as of **January 1, 2022** (the "Automatic Renewal Term 2 - Commencement Date"), the fixed monthly license fee shall be **\$14,872.00**.

Very truly yours,

By:   
Name: James Kleeman  
Title: Director

3 Columbus Circle  
15<sup>th</sup> Floor  
New York, NY 10019

125 Park Avenue  
25<sup>th</sup> Floor  
New York, NY 10017

1185 Avenue of the Americas  
3<sup>rd</sup> Floor  
New York, NY 10036