

Fill in this information to identify the case:

Debtor 1 _____

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: _____ District of _____

Case number _____

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 of 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. Who is the current creditor? Robert Skaff
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

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?	Where should payments to the creditor be sent? (if different)
	<u>Robert Skaff</u> Name <u>1 Merrill Industrial Drive Unit 11</u> Number Street <u>Hampton NH 03842</u> City State ZIP Code Contact phone <u>603 - 234 2138</u> Contact email <u>robskaff@gmail.com</u>	Name Number Street City State ZIP Code Contact phone _____ Contact email _____

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Uniform claim identifier for electronic payments in chapter 13 (if you use one):
C _____

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) 8

Filed on 6/15/2022 KS
~~06/17/2022~~
 MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 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? \$ 140,000.00. 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.

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal 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 amounts 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: _____

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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 one:*
- | | |
|--|---|
| <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | Amount entitled to priority
\$ _____ |
| <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.

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 acknowledgment 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 a reasonable belief that the information is true and correct.

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

Executed on date 06/17/2022
MM / DD / YYYY



Signature

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

Name	<u>Robert</u>	<u>Francis</u>	<u>Skaff</u>
	First name	Middle name	Last name

Title _____

Company _____

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1 Merrill Industrial Drive Unit 11
Number Street

Hampton NH 03842

City State ZIP Code

Contact phone 603 234 2138 Email robskaff@gmail.com

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July 25,2019

Pareteum Corporation

To: Alex Korff

Dear Mr Korff

As you know I was elected as a director of Pareteum and the company has an undisputable obligation to pay me and additional \$140,000 in cash, \$100,000 bonus which you ratified, then somehow reversed it.

I am also owed approximately 100,000 shares as part of the compensation and finally 100,000 options at 1.00

Your company's attempt to renegotiate this is not acceptable. I insist the 140,000 be paid immediately. To make me sign my life away and somehow remove my protection from the D&O policy and the company is unacceptable.

Please send the \$140,000 to my account immediately and we'll discuss the timing of the shares and options. I know you are concerned with the share compensation because it was not recorded timely, but this is not my issue. I could not have received stock when I wasn't getting cash as the illiquidity and periods of which I could not sell to get the cash made it impossible to receive the stock.

It's also clear other board members were paid, particularly certain ones who borrowed money from the company to "invest" in an offering.

You know it is owed, please pay it immediately

Best Regards



Robert F Skaff Jr
Former Director

July 26th, 2019

Alex,

I received your correspondence and tried to follow up with a call and texts to schedule one. You have gone in a direction substantially different than my request to share this with the board.

The document you sent back to me had things missing in it all along including the 100K options at \$1.00.

The tax issue primarily stemmed from your games in the fall prior to the drafts of this agreement where you sent me documents omitting a substantial portion of what was due. When the stock rose, Vic was concerned of the size of the award, but what some people forget it this affected every award that has been given and also that the stock as high as it may seem is still substantially lower than when both Hal and Vic arrived adjusted for splits.

I was told the only reason the document required payment over time was because the company did not record these expenses correctly and timely. My fees, stock and stock options were not correctly captured. One would have suspected over the last nineteen months you would have resolved this.

The final request is pretty straightforward, it requests the stock, cash and stock options that are long past due. I also will incur additional tax expense, interest and opportunity lost as the stock has been substantially higher than it is today.

You are holding back funds, stock and stock options that are absolutely due and have been for years. On several occasions payments were initiated and stopped. These are fees the company is obligated to pay without any further contacts. In the spring of last year you made it clear you were not going to pay out funds as negotiating leverage. That was clear in your "It doesn't work that way comment." **Please discontinue using the word fair in these conversations..**

The letter I sent last Saturday is very straightforward. If you want to work from this document, I am willing to proceed with this but time is running out. My request is far below what I should have received and options of payment I should have been given. I am simply looking for resolution.

Please get back to me today with your intentions. I would also like to get confirmation that Hal and Yves are supporting an amicable resolution and understand my position.

Best Regards,
Rob

Day 6. no progress yet

Alexander Korff <alexander.korff@pareteum.com>
To: Robert F Skaff <robskaff@gmail.com>

Fri, Jul 26, 2019 at 10:46 A

Rob,

Attached is an email and settlement agreement which you sent to the company last year, literally titled "The version I am willing to sign". This was the agreement we produced, after your discussions with Vic, but with the material settlement/release language deleted (by you – this is why it was not acceptable to us).

It provided for a total USD \$260k settlement, of which 45k would be stock, and ~\$200k would be paid in cash, in monthly instalments.

The stock since last year has appreciated significantly, so it is a better deal now than it was before.

That offer as negotiated remains on the table, provided we can agree to sensible release and settlement language.

Please advise.

Best,

Alex

Alexander Korff

Company Secretary

Pareteum Corporation

T. +44 (0) 77 47 12 87 02

E. alexander.korff@pareteum.com

W. www.pareteum.com

Nasdaq: TEUM



4. Compensation; Indemnification. Our non-executive directors currently receive an annual retainer of US \$80,000. Our independent directors also receive an additional fee of US \$10,000 for each Board committee (subject to a fee cap for committee membership of \$20,000) the director serves on (as well as an additional \$5,000 for service as chairman of the Compensation or Corporate Governance Committee and \$30,000 for service as Chairman of the Audit Committee); subject to an overall fee cap of \$105,000 resp. \$130,000 (regardless of the number of committees on which a director serves (collectively, “*Remuneration*”). Board fees are paid quarterly in arrears.

During your first year in service as a Director of the Board, at least half of your Remuneration will be automatically converted into shares of the Company’s common stock. The conversion will take place at a discount to the then-current market price, which is currently set at 25% of the average closing price of the Company’s common stock for the last 10 trading days of the then-current fiscal quarter. For all remaining Remuneration, you may elect to receive payment in cash or convert all or a portion of such Remuneration to shares of common stock of the Company at the beginning of the then-current fiscal quarter.

As a member of the Board, you will be reimbursed for reasonable travel and other costs incurred in connection with attending Board meetings and other business-related matters requested by the Company. Such reimbursement shall be subject to the Company’s standard procedures and policies as may exist from time to time. The Company’s organizational documents contain standard indemnification and exculpation clauses designed to protect directors to the maximum extent permitted under Delaware law. We also intend to procure a reasonable amount of directors and officers liability insurance.

As a non-employee director (unless otherwise required by law), the Company will not withhold any sums or payments made to you for social security or other federal, state or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely your responsibility.

To indicate your understanding and acceptance of this offer, please sign and date this letter in the space provided below and return it to me. By signing this letter you also represent that the execution and delivery of this agreement and the fulfillment of the terms hereof will not require the consent of another person, or constitute a default under or conflict with any agreement or other instrument to which you are bound or a party.

We look forward to your service on the Board and hope that you will find service on the Board to be an exciting challenge and a worthwhile opportunity. This offer must be accepted on or before August 10, 2014.

* * *