

TOGUT, SEGAL & SEGAL LLP

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*Proposed Counsel to the Debtors
and Debtors in Possession*

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

In re:

PARETEUM CORPORATION, *et al.*,

Debtors.¹

Chapter 11

Case No.: 22-10615 (LGB)

(Jointly Administered)

Related Docket Nos. 10 and 34

NOTICE OF FILING OF FINANCING AGREEMENTS

PLEASE TAKE NOTICE that on May 15, 2022 (the "Petition Date"), Pareteum Corporation and certain of its affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

PLEASE TAKE FURTHER NOTICE that on the Petition Date, the Debtors filed the *Motion for Entry of Interim and Final Orders (I) Authorizing, But Not Directing the Debtors to (A) Continue Their Insurance Policies and Pay All Obligations*

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



Thereof, (B) Renew, Supplement, Modify, or Purchase New Insurance Coverage, (C) Maintain Surety Bonds, (D) Honor the Terms of the Financing Agreement and Pay Premiums Thereunder, (II) Authorizing Applicable Banks and Other Financial Institutions to Honor and Process Related Checks and Transfers and (III) Granting Related Relief [Docket No. 10] (the “Insurance Motion”).

PLEASE TAKE FURTHER NOTICE that at the hearing on the Insurance Motion on May 17, 2022, the Bankruptcy Court requested that the Debtors file the related Financing Agreements (as defined in the Insurance Motion) referenced in Exhibit D to the Insurance Motion, and subsequently entered the *Interim Order Authorizing, But Not Directing the Debtors to (A) Continue Their Insurance Policies and Pay All Obligations Thereof, (B) Renew, Supplement, Modify, or Purchase New Insurance Coverage, (C) Maintain Surety Bonds, (D) Honor the Terms of the Financing Agreement and Pay Premiums Thereunder, (II) Authorizing Applicable Banks and Other Financial Institutions to Honor and Process Related Checks and Transfers and (III) Granting Related Relief [Docket No. 34] (the “Interim Order”).*

PLEASE TAKE FURTHER NOTICE that pursuant to the Bankruptcy Court’s request, attached hereto as **Exhibits A** and **B** are the Financing Agreements as referenced in Exhibit D in the Insurance Motion.

PLEASE TAKE FURTHER NOTICE that copies of the Insurance Motion and the Interim Order can be viewed and/or obtained by (i) accessing the Bankruptcy Court’s Website for a fee, (ii) visiting the website for the Debtors’ chapter 11 cases at <http://www.kccllc.net/pareteum>, or (iii) by contacting the Office of the Clerk of the United States Bankruptcy Court, Southern District of New York. Please note that a PACER password is required to access documents on the Bankruptcy Court’s Website.

DATED: May 20, 2022
New York, New York

PARETEUM CORPORATION, *ET AL.*
Debtors and Debtors in Possession
By their Proposed Counsel
TOGUT, SEGAL & SEGAL LLP,
By:

/s/ Frank A. Oswald

FRANK A. OSWALD

BRIAN F. MOORE

AMY M. ODEN

One Penn Plaza, Suite 3335

New York, New York 10119

Tel: (212) 594-5000

Facsimile: (212) 967-4258

Email: frankoswald@teamtogut.com

bmoore@teamtogut.com

aoden@teamtogut.com

EXHIBIT "A"



Quote: 754031.4

280 Technology Parkway, Suite 200
Norcross, GA 30092
(phone) 866-246-9691 (fax) 866-246-9692

<input checked="" type="checkbox"/>	COMMERCIAL
<input type="checkbox"/>	PERSONAL
<input checked="" type="checkbox"/>	NEW CONTRACT
<input type="checkbox"/>	ENDORSEMENT TO EXISTING

BORROWER (Insured): Name and Address (as stated in policy) Pareteum Corporation 1185 Avenue of the Americas c/o Pareteum Corporation New York, NY 10036 TELEPHONE: 646-975-0400. FAX:	PRODUCER (Agent/Broker): Name and Place of Business Acrisure, LLC dba The Whitmore Group 370 Old Country Rd, Ste 200 Garden City, NY 11530 TELEPHONE: 516-746-4141 FAX: 516-746-7875
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In consideration of the premium(s) paid or to be paid by US Premium Finance (USPF, Lender) on behalf of the Borrower, Borrower promises to pay to the order of USPF the Total of Payments, subject to the provisions hereinafter set forth.

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

1. TOTAL PREMIUM(s)	2. DOWN PAYMENT	3. UNPAID PREMIUM BALANCE	4. FL DOC STAMP CHG <small>Applicable in Florida Only</small>	5. AMOUNT FINANCED <small>Amount of Loan provided to or on behalf of the Insured</small>	6. FINANCE CHARGE <small>The dollar amount of interest the Loan will cost over the term of the Loan</small>	7. TOTAL OF PAYMENTS <small>Amount of interest and principal which will have been paid on the Loan after making all scheduled Loan payments</small>	8. DEFERRED PAYMENT PRICE
\$126,000.00	\$44,100.00	\$81,900.00	\$0.00	\$81,900.00	\$4,851.36	\$86,751.36	\$130,851.36

9. ANNUAL PERCENTAGE RATE <small>The cost of interest on the Loan as a yearly percentage rate</small>	10. AMOUNT OF EACH PAYMENT	11. NUMBER OF PAYMENTS	12. WHEN FIRST PAYMENT IS DUE
14%	YOUR PAYMENT SCHEDULE WILL BE > \$9,639.04	9 Monthly	12/9/2021

SECURITY: You are giving a security interest in any and all policies or other collateral listed on the Agreement.
LATE CHARGE: 5% of the installment amount.
PREPAYMENT: If you pay off the loan early, you may be entitled to a refund of part of the finance charge.
AMORTIZATION SCHEDULE: Check box for amortization detail.

BOX #3 ABOVE: Paid to insurance companies, intermediary brokers or Agents listed here and in the Schedule of Policies.
BOX #4 ABOVE: Official fees paid to Florida Department of Revenue.
CONTRACT REFERENCE: See the agreement for more information about non-payment, default, any required repayment in full before the scheduled date, prepayment refunds and security interest.

SCHEDULE OF POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY OR ANNUAL INSTALLMENT	(1) FULL NAME OF INSURANCE COMPANY AND BRANCH OFFICE ADDRESS (2) NAME AND ADDRESS OF GENERAL AGENT TO WHICH POLICY PREMIUMS PAID	TYPE OF COVERAGE	MINIMUM EARNED PREMIUM	POLICY TERMS IN MONTHS COVERED BY PREMIUM	PREMIUM AMOUNT
TBD	11/9/2021	Greenwich Insurance Company PL Risk Advisors Inc. 795 Franklin Ave. Suite 204 Franklin Lakes, NJ 07417	CYBER LIABILITY	0%	12	Prem: \$70,500.00 Taxes: \$0.00 Fees: \$0.00

Notes: (1) If a check is tendered for the down payment and the check is dishonored, this Agreement shall be deemed not to have been accepted even if notification of acceptance has been issued by US Premium Finance; (2) Rescinding or otherwise invalidating any of the policies is equivalent to cancellation of the policy(ies); (3) Non-Payment may result in cancellation of the policies.

Additional Policies Found on Page Two

NOTICE TO INSURED: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT. 3. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE SERVICE CHARGE.

THE UNDERSIGNED BORROWER AND OR ITS REPRESENTATIVE INSURANCE AGENT OR BROKER HAS SIGNED THIS LOAN AGREEMENT WHICH CONSISTS OF THIS PAGE, THE DISCLOSURE STATEMENT AND ANY ADDITIONAL PAGES WHICH MAY CONTAIN A SCHEDULE OF POLICIES. EACH HAVE RECEIVED A COPY OF THIS LOAN AGREEMENT AND AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, NOW THEREFORE ON THIS 10 th DAY OF November 20 21

X Jerry W. Lambert, Sr.
PRINT NAME OF BORROWER

X SVP, Pareteum Corp.
SIGNATURE OF BORROWER
(If Corporation, Title of Officer Signing)

AGENT/BROKER CERTIFICATION

The undersigned Agent/Broker, hereinafter referred to as "Agent", hereby represents and warrants that all policies listed in this agreement have been issued and delivered, and are in force and effect, that the policies listed in this agreement are not currently nor have they ever been the subject of any other premium finance agreement, that the down payment as shown in the contract has been paid (in good funds), that all policies therein were issued by the agency, and that all information, including the cancellation provisions effecting the return premium, for any of the policy(ies) listed has been accurately represented in the quote and any and all fully earned provisions that exist in the policies named in this loan have been disclosed. The Agent warrants that the above contract evidences a bona fide and legal transaction, that the Borrower's business is not cannabis related, the Borrower is of legal age and as the capacity to contract, and if signed in corporate capacity, that the signatory has the authority to sign on behalf of such entity, that the Borrower has not filed for or is not preparing to file for bankruptcy protection, that the Borrower's signature is genuine, and that Agent has delivered a copy to the Borrower. Agent agrees that if any warranties contained in this Agreement are found to be untrue, it will immediately remit to US Premium Finance the full amount then remaining unpaid on this premium finance agreement. Upon termination of this Agreement or cancellation or rescission of any scheduled policies, the Agent agrees to pro-rata return any and all premiums, commissions, premium finance fees, risk management fees, and, Broker fees to US Premium Finance within ten (10) business days of receipt or according to applicable state law. Agent agrees to indemnify US Premium Finance against any damages, costs or expenses incurred in connection with any untrue, misleading or fraudulent representation or warranty made by Agent hereunder.

X _____
PRINT NAME OF AGENT OR BROKER

X _____
SIGNATURE OF AGENT OR BROKER

FOR FIN CO. USE	



Insured Name: Pareteum Corporation

Quote: 754031.4

ADDITIONAL POLICIES						
POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY OR ANNUAL INSTALLMENT	(1) FULL NAME OF INSURANCE COMPANY AND BRANCH OFFICE ADDRESS (2) NAME AND ADDRESS OF GENERAL AGENT TO WHICH POLICY PREMIUMS IS PAID	TYPE OF COVERAGE	MINIMUM EARNED PREMIUM	POLICY TERMS IN MONTHS COVERED BY PREMIUM	PREMIUM AMOUNT
TBD	11/9/2021	AXIS Insurance Company PL Risk Advisors Inc. 795 Franklin Ave. Suite 204 Franklin Lakes, NJ 07417	EPLI	0%	12	Prem: \$55,500.00 Taxes: \$0.00 Fees: \$0.00
						Prem: Taxes: Fees:
						Prem: Taxes: Fees:
						Prem: Taxes: Fees:
						Prem: Taxes: Fees:
						Prem: Taxes: Fees:
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						Prem: Taxes: Fees:
						Prem: Taxes: Fees:
						Prem: Taxes: Fees:
						Prem: Taxes: Fees:
TOTAL OF PREMIUMS ON PAGE 2:						\$55,500.00

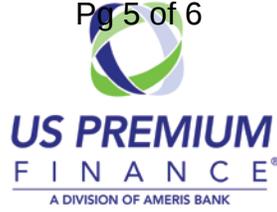
US Premium Finance will hereinafter be referred to as "Lender", this Premium Finance Agreement will hereinafter be referred to as "Agreement", and the person/entity listed on Page 1 of the finance agreement under the section titled "Borrower" shall be hereinafter referred to as "Borrower". That in consideration of the payment by the Lender to the respective insurance companies, or their agents, of the balance of the premiums upon the policies hereinbefore described in this Agreement (which policies have been issued and delivered to the Borrower at his request), the Borrower promises to pay to the Lender the amount shown in the completed schedule in this Agreement under the caption "Total of Payments", with service charge thereon as in said Schedule of Policies provided; and the Borrower agrees to the following terms set forth by the Lender:

1. To secure all liabilities owed from the Borrower to the Lender, the Borrower assigns to the Lender all of their right, title, and interest in the insurance policies listed in this Agreement, and all rights therein including all dividends, payments on claims, unearned premiums and unearned commissions.
2. The Borrower hereby irrevocably appoints the Lender as its attorney-in-fact with full power and authority to cancel the policies listed in this Agreement for default in payment. The insurance companies and/or its Agents listed in this Agreement are hereby authorized and directed, upon the request of the Lender, to cancel said policies and to pay to the order of the Lender all gross, unearned premiums, commissions and fees thereon without proof of default hereunder or of breach hereof. Interest will continue to accrue on unpaid balances, and the Borrower shall remain liable for any deficiency together with interest at the highest allowable legal rate. In the event of any negligence or breach of any of the terms of this agreement, including but not limited to the exercise of the power of attorney contained herein, by the Lender, Borrower's recovery is limited to the finance charge received in the Agreement by the Lender. Borrower waives any claim to special, consequential, incidental or like damages. Borrower authorizes Lender to file a UCC financing statement to perfect Lender's security interest.
3. If any installment due hereunder is not paid within five (5) days of the due date, Borrower agrees to pay a delinquency and collections charge of 5% of the delinquent installment, or the maximum allowed by applicable law. A delinquency charge will be charged on all late installments. If any installment due hereunder is not paid within the time allotted by law, Borrower acknowledges and agrees that Lender may send notice of cancellation to the insurer which issued each of the policies listed in this Agreement. If the Lender incurs collections costs for amounts due from Borrower, the Borrower agrees to pay reasonable attorney fees and other collection costs up to the maximum allowed by law. This contract will be construed by the laws of the state of issuance. Borrower consents to jurisdiction in the civil courts of Gwinnett County, Georgia and waives any right to claim lack of personal jurisdiction in such court, for any proceedings to enforce the obligations of this Agreement.
4. The Borrower agrees that the Lender may endorse the Borrower's name on any check or draft for all monies that become due from the company and apply the same as payment of this agreement, returning any excess amount equal to or greater than one dollar (\$1.00) to the Borrower.
5. In the event the payment made to Lender is returned because of insufficient funds, the Borrower agrees to pay the Lender all non-sufficient fund charges up to the maximum allowed by law. All checks are accepted subject to collection. No payment of any kind is deemed made until funds have cleared and been received. If the policy(ies) is cancelled due to Borrower's default, Borrower will pay a cancellation charge of \$15, or the maximum amount allowed by law.
6. If a policy listed in this Agreement is not issued at the time this Agreement is executed, the Borrower gives the Lender the authority to fill in the name of the insuring company or authorized agent, policy number, and the due date of the first payment. Upon request of the Borrower, the Lender may advance to the Borrower's agent or the insuring company any additional premiums that may become due, less normal down payment, adding the advance amount, plus any finance charge, to the Borrower's present contract.
7. The Borrower recognizes and agrees that the Lender is a lender and not an insurer and that the Lender assumes no liability hereunder as an insurer. The Borrower agrees that all payments hereunder shall be made directly to the Lender or a third party designated by Lender and payment by the Borrower to any other person, firm, insurance agent, or insurance company shall not constitute payment to the Lender. Borrower further agrees and understands that the intermediary broker, Agent, or insurance company whose name appears on the Premium Finance Agreement is not a representative of the Lender and has no authority to promise anything on behalf of the Lender. Furthermore, the Borrower understands that the Lender makes no warranties or representations concerning the financed coverage nor has it played any part in the selection, structuring, or acquisition of Borrower's insurance coverage.
8. The Lender shall have the right to accept any payment or payments from the Borrower after the notice of cancellation has been sent to the insurance company(ies) and may apply them as a reduction of the indebtedness hereunder, and neither the acceptance nor the application of any such payment or payments shall constitute an undertaking on the part of the Lender to reinstate such insurance or constitute a waiver of any default hereunder. In the event the Lender requests reinstatement of such insurance, the Lender assumes no responsibility that such request will be received or honored by the insurance company, and the Borrower must verify the existence of coverage directly with the insurance company or its agent.
9. Interest on the loan is earned each month according to the policy effective date based on the Rule of 78's or as otherwise required by law. If the Borrower pays off the balance prior to maturity, they may receive a refund of a portion of the total finance charges. No refund need be made if it is less than \$1.00 or maximum allowable by applicable law. Payment due dates will start on the date provided in Box 12 and continue each consecutive monthly, quarterly, semiannually, or annual payments as specified in Box 11.
10. In all cases, the Agreement is subject to approval and acceptance by the Lender. Lender may decline the loan, known as a Premium Finance Agreement, for any reason at its discretion. No contract is deemed in force until the Lender issues a notice of acceptance.
11. Borrower shall not assign the policy (except to mortgagees) without prior written consent of Lender. USPF shall assign this loan to a funding source, at its discretion, payoff and reassign same, including the terms and conditions herein, to an alternative funding source, at any time during the term of this Agreement.
12. The money advanced by the Lender is only for the premium as determined at the time this Agreement is accepted by Lender. Lender's payment shall not be applied by the insurance company to pay for any additional premiums owed by Borrower for any reason whatsoever. Borrower agrees to pay the insurance company directly for any additional premiums which become due for any reason including, but not limited to an audit. Lender may however, at its option, finance the additional premium according to the written agreement as stated above in section 6.
13. In the event of Fraud or any other type of misrepresentation, the Lender has the right to declare a default in the loan at any time at its discretion. Any default under any Agreement between the Borrower and the Lender shall be deemed and is a default under all agreements between such parties. All unearned premiums due to the Borrower whether from the insurance financed pursuant to this Agreement or any other agreement between Borrower and the Lender shall be security for and collateralize all loans made to the Borrower. Additionally, in the event of a default by the Borrower, the Lender may treat all assets of the Borrower as collateral under this Agreement, and may declare the remaining principal amount, with all accrued interest and fees, immediately due and payable.
14. The Borrower recognizes and agrees that their insurance Agent may add a fee to the base annual percentage rate as compensation for administering of the premium finance agreement where allowed by law. All parties to this transaction agree that these fees will be earned on a pro-rata basis.
15. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement including signature pages received by electronic or facsimile transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes. Electronic or written signatures of the parties shall be deemed to be original.

THE BORROWER REPRESENTS AND WARRANTS AS FOLLOWS:

That all financial information or financial representations given to Lender are true and correct in all respects, and fully and accurately present the financial conditions reflected therein. The execution, delivery and performance of this Agreement by Borrower is within the requisite corporate or limited liability company power, and has been duly authorized. This Agreement, when duly executed and delivered, and accepted by the Lender will constitute legal, valid, and binding obligations of Borrower and will be applicable to and secure the payment and performance of this Agreement.

There are no actions, suits, or proceedings pending or to the knowledge of Borrower, threatened against or affecting the Borrower, or involving the validity or enforceability of this Agreement. There are no liens on or security interest in the collateral. That (a) all the Borrowers or insureds are listed on the Agreement and that if all are not listed, then the one who is listed is authorized to act on behalf of all the Borrowers or insured; (b) Borrower's business is not cannabis related; (c) no other party is entitled to any notice other than the one set forth on the face of the Agreement; (d) the Lender may, at its option, advance the premiums which are the subject of the Agreement to the insurance company, the intermediary broker or the Agent/Broker; (e) the Agreement contains the entire agreement between parties; (f) The Agent/Broker is the agent of the Borrower and that the Agent/Broker does not have the authority to make any representations on behalf of the Lender. Borrower is not in default with respect to any order, writ, injunction, decree or demand of any court or any Governmental Authority. The Borrower is not a Debtor under any bankruptcy proceedings of Title 11 of the U.S. Statutes nor have any such proceedings been threatened. Borrower is not insolvent and is not the subject of any actions or receiverships. Borrower is not in any default with any other lender.



FUNDING BREAKDOWN BY POLICY

Pareteum Corporation

11/9/2021

Insured Name

Date

Acrisure, LLC dba The Whitmore Group

754031.4

Producer

Quote Number

Policy Number	Policy Type	Insurance Company / GA	Down Payment Amount	Funding Amount
TBD	CYBER LIABILITY	Greenwich Insurance Company PL Risk Advisors Inc. 795 Franklin Ave. Suite 204 Franklin Lakes, NJ 07417	\$24,675.00	\$45,825.00
TBD	EPLI	AXIS Insurance Company PL Risk Advisors Inc. 795 Franklin Ave. Suite 204 Franklin Lakes, NJ 07417	\$19,425.00	\$36,075.00

Please indicate any special activation or funding requirements:

Please email signed and dated contracts to US Premium Finance at pfa@USPremiumFinance.com



Account Number	Exhibit A
Quote Number	754031.4
Down Payment	\$44,100.00
Payment Amount	\$9,639.04

Payment Terms

Make a single selection below if interested

**Please note: This autopay authorization expires at the end of the loan term.*

- Down Payment Only (processed by USPF)
- Recurring autopay (USPF processes down payment and installments)
- One time payment*
- Recurring autopay (Agency collects down payment, USPF collects the installments)

Recurring Autopay Authorization applies from _____ through _____.

Bank Draft Authorization

In order to complete ACH setup, a copy of a voided check should be included with this document.

Name on Account

Routing Number

Account Number

Bank Name

Checking Savings

Down Payment

Only fill in the amount if USPF is authorized to deduct the down payment via checking or savings account.

One-time Payment

(Excluding down payment)
If one-time payment is selected, a fee of \$5 will be included in the installment payment, as shown here: \$ 0 _____

Installment amount to be paid checking or savings (monthly) \$ _____

Credit Card Authorization

Name on Card

Card Number

Billing Address

City, State, Zip Code

Expiration Date

CVV

Down Payment

Only fill in the amount if USPF is authorized to deduct the down payment via credit card.

Amount to be paid by card (monthly) Credit \$ _____

Card fee** (2.96% of payment + \$.50) Total \$ 0.50 _____

charge (monthly) \$ 0.50 _____

I also authorize US Premium Finance (the finance company) to charge my credit card or bank account indicated above, under the terms of the finance agreement. This authorization will remain in effect unless written notification of termination has been given by the insured and that notification has been received by US Premium Finance, a Division of Ameris Bank.

** ACH fee of \$5.00 will be charged for one-time payments.*

*** Credit card fee is charged by the payment processor, not US Premium Finance.*

Printed name of account holder

Email address of account holder

Signature of account holder

Date

EXHIBIT "B"



Quote: 758965.1

280 Technology Parkway, Suite 200
Norcross, GA 30092
(phone) 866-246-9691 (fax) 866-246-9692

<input checked="" type="checkbox"/>	COMMERCIAL
<input type="checkbox"/>	PERSONAL
<input checked="" type="checkbox"/>	NEW CONTRACT
<input type="checkbox"/>	ENDORSEMENT TO EXISTING

BORROWER (Insured): Name and Address (as stated in policy) Pareteum Corporation 1185 Avenue of the Americas c/o Pareteum Corp New York, NY 10036 TELEPHONE: 646-975-0400. FAX:	PRODUCER (Agent/Broker): Name and Place of Business Acrisure, LLC dba The Whitmore Group 370 Old Country Rd, Ste 200 Garden City, NY 11530 TELEPHONE: 516-746-4141 FAX: 516-746-7875
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In consideration of the premium(s) paid or to be paid by US Premium Finance (USPF, Lender) on behalf of the Borrower, Borrower promises to pay to the order of USPF the Total of Payments, subject to the provisions hereinafter set forth.

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1. TOTAL PREMIUM(s)	2. DOWN PAYMENT	3. UNPAID PREMIUM BALANCE	4. FL DOC STAMP CHG <small>Applicable in Florida Only</small>	5. AMOUNT FINANCED <small>Amount of Loan provided to or on behalf of the Insured</small>	6. FINANCE CHARGE <small>The dollar amount of interest the Loan will cost over the term of the Loan</small>	7. TOTAL OF PAYMENTS <small>Amount of interest and principal which will have been paid on the Loan after making all scheduled Loan payments</small>	8. DEFERRED PAYMENT PRICE
\$113,034.49	\$25,448.89	\$87,585.60	\$0.00	\$87,585.60	\$4,660.48	\$92,246.08	\$117,694.97

9. ANNUAL PERCENTAGE RATE <small>The cost of interest on the Loan as a yearly percentage rate</small>	10. AMOUNT OF EACH PAYMENT	11. NUMBER OF PAYMENTS	12. WHEN FIRST PAYMENT IS DUE
14%	\$11,530.76	8 Monthly	1/9/2022

YOUR PAYMENT SCHEDULE WILL BE >

SECURITY: You are giving a security interest in any and all policies or other collateral listed on the Agreement.
LATE CHARGE: 5% of the installment amount.
PREPAYMENT: If you pay off the loan early, you may be entitled to a refund of part of the finance charge.
AMORTIZATION SCHEDULE: Check box for amortization detail.

BOX #3 ABOVE: Paid to insurance companies, intermediary brokers or Agents listed here and in the Schedule of Policies.
BOX #4 ABOVE: Official fees paid to Florida Department of Revenue.
CONTRACT REFERENCE: See the agreement for more information about non-payment, default, any required repayment in full before the scheduled date, prepayment refunds and security interest.

SCHEDULE OF POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY OR ANNUAL INSTALLMENT	(1) FULL NAME OF INSURANCE COMPANY AND BRANCH OFFICE ADDRESS (2) NAME AND ADDRESS OF GENERAL AGENT TO WHICH POLICY PREMIUMS PAID	TYPE OF COVERAGE	MINIMUM EARNED PREMIUM	POLICY TERMS IN MONTHS COVERED BY PREMIUM	PREMIUM AMOUNT
TBD	12/15/2021	Atlantic Specialty Ins Co - New York Amwins Access Insurance Services 25115 Avenue Stanford, Ste A310 Valencia, CA 91355	PACKAGE	0%	12	Prem: \$79,015.00 Taxes: \$0.00 Fees: \$1,539.49

Notes: (1) If a check is tendered for the down payment and the check is dishonored, this Agreement shall be deemed not to have been accepted even if notification of acceptance has been issued by US Premium Finance; (2) Rescinding or otherwise invalidating any of the policies is equivalent to cancellation of the policy(ies); (3) Non-Payment may result in cancellation of the policies.

Additional Policies Found on Page Two

NOTICE TO INSURED: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT. 3. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE SERVICE CHARGE.

THE UNDERSIGNED BORROWER AND OR ITS REPRESENTATIVE INSURANCE AGENT OR BROKER HAS SIGNED THIS LOAN AGREEMENT WHICH CONSISTS OF THIS PAGE, THE DISCLOSURE STATEMENT AND ANY ADDITIONAL PAGES WHICH MAY CONTAIN A SCHEDULE OF POLICIES. EACH HAVE RECEIVED A COPY OF THIS LOAN AGREEMENT AND AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, NOW THEREFORE ON THIS _____ DAY OF _____ 20____

X _____ X _____
PRINT NAME OF BORROWER SIGNATURE OF BORROWER

AGENT/BROKER CERTIFICATION (If Corporation, Title of Officer Signing)
 The undersigned Agent/Broker, hereinafter referred to as "Agent", hereby represents and warrants that all policies listed in this agreement have been issued and delivered, and are in force and effect, that the policies listed in this agreement are not currently nor have they ever been the subject of any other premium finance agreement, that the down payment as shown in the contract has been paid (in good funds), that all policies therein were issued by the agency, and that all information, including the cancellation provisions effecting the return premium, for any of the policy(ies) listed has been accurately represented in the quote and any and all fully earned provisions that exist in the policies named in this loan have been disclosed. The Agent warrants that the above contract evidences a bona fide and legal transaction, that the Borrower's business is not cannabis related, the Borrower is of legal age and as the capacity to contract, and if signed in corporate capacity, that the signatory has the authority to sign on behalf of such entity, that the Borrower has not filed for or is not preparing to file for bankruptcy protection, that the Borrower's signature is genuine, and that Agent has delivered a copy to the Borrower. Agent agrees that if any warranties contained in this Agreement are found to be untrue, it will immediately remit to US Premium Finance the full amount then remaining unpaid on this premium finance agreement. Upon termination of this Agreement or cancellation or rescission of any scheduled policies, the Agent agrees to pro-rata return any and all premiums, commissions, premium finance fees, risk management fees, and, Broker fees to US Premium Finance within ten (10) business days of receipt or according to applicable state law. Agent agrees to indemnify US Premium Finance against any damages, costs or expenses incurred in connection with any untrue, misleading or fraudulent representation or warranty made by Agent hereunder.

X _____ X _____
PRINT NAME OF AGENT OR BROKER SIGNATURE OF AGENT OR BROKER

<small>FOR FIN CO. USE</small>	



Insured Name: Pareteum Corporation

Quote: 758965.1

ADDITIONAL POLICIES						
POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY OR ANNUAL INSTALLMENT	(1) FULL NAME OF INSURANCE COMPANY AND BRANCH OFFICE ADDRESS (2) NAME AND ADDRESS OF GENERAL AGENT TO WHICH POLICY PREMIUMS IS PAID	TYPE OF COVERAGE	MINIMUM EARNED PREMIUM	POLICY TERMS IN MONTHS COVERED BY PREMIUM	PREMIUM AMOUNT
TBD	12/15/2021	Atlantic Specialty Ins Co - New York Amwins Access Insurance Services 25115 Avenue Stanford, Ste A310 Valencia, CA 91355	WORKERS COMPENSATION - VOLUNTARY	0%	12	Prem: \$30,467.00 Taxes: \$0.00 Fees: \$2,013.00
						Prem: Taxes: Fees:
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TOTAL OF PREMIUMS ON PAGE 2:						\$32,480.00

US Premium Finance will hereinafter be referred to as "Lender", this Premium Finance Agreement will hereinafter be referred to as "Agreement", and the person/entity listed on Page 1 of the finance agreement under the section titled "Borrower" shall be hereinafter referred to as "Borrower". That in consideration of the payment by the Lender to the respective insurance companies, or their agents, of the balance of the premiums upon the policies hereinbefore described in this Agreement (which policies have been issued and delivered to the Borrower at his request), the Borrower promises to pay to the Lender the amount shown in the completed schedule in this Agreement under the caption "Total of Payments", with service charge thereon as in said Schedule of Policies provided; and the Borrower agrees to the following terms set forth by the Lender:

1. To secure all liabilities owed from the Borrower to the Lender, the Borrower assigns to the Lender all of their right, title, and interest in the insurance policies listed in this Agreement, and all rights therein including all dividends, payments on claims, unearned premiums and unearned commissions.
2. The Borrower hereby irrevocably appoints the Lender as its attorney-in-fact with full power and authority to cancel the policies listed in this Agreement for default in payment. The insurance companies and/or its Agents listed in this Agreement are hereby authorized and directed, upon the request of the Lender, to cancel said policies and to pay to the order of the Lender all gross, unearned premiums, commissions and fees thereon without proof of default hereunder or of breach hereof. Interest will continue to accrue on unpaid balances, and the Borrower shall remain liable for any deficiency together with interest at the highest allowable legal rate. In the event of any negligence or breach of any of the terms of this agreement, including but not limited to the exercise of the power of attorney contained herein, by the Lender, Borrower's recovery is limited to the finance charge received in the Agreement by the Lender. Borrower waives any claim to special, consequential, incidental or like damages. Borrower authorizes Lender to file a UCC financing statement to perfect Lender's security interest.
3. If any installment due hereunder is not paid within five (5) days of the due date, Borrower agrees to pay a delinquency and collections charge of 5% of the delinquent installment, or the maximum allowed by applicable law. A delinquency charge will be charged on all late installments. If any installment due hereunder is not paid within the time allotted by law, Borrower acknowledges and agrees that Lender may send notice of cancellation to the insurer which issued each of the policies listed in this Agreement. If the Lender incurs collections costs for amounts due from Borrower, the Borrower agrees to pay reasonable attorney fees and other collection costs up to the maximum allowed by law. This contract will be construed by the laws of the state of issuance. Borrower consents to jurisdiction in the civil courts of Gwinnett County, Georgia and waives any right to claim lack of personal jurisdiction in such court, for any proceedings to enforce the obligations of this Agreement.
4. The Borrower agrees that the Lender may endorse the Borrower's name on any check or draft for all monies that become due from the company and apply the same as payment of this agreement, returning any excess amount equal to or greater than one dollar (\$1.00) to the Borrower.
5. In the event the payment made to Lender is returned because of insufficient funds, the Borrower agrees to pay the Lender all non-sufficient fund charges up to the maximum allowed by law. All checks are accepted subject to collection. No payment of any kind is deemed made until funds have cleared and been received. If the policy(ies) is cancelled due to Borrower's default, Borrower will pay a cancellation charge of \$15, or the maximum amount allowed by law.
6. If a policy listed in this Agreement is not issued at the time this Agreement is executed, the Borrower gives the Lender the authority to fill in the name of the insuring company or authorized agent, policy number, and the due date of the first payment. Upon request of the Borrower, the Lender may advance to the Borrower's agent or the insuring company any additional premiums that may become due, less normal down payment, adding the advance amount, plus any finance charge, to the Borrower's present contract.
7. The Borrower recognizes and agrees that the Lender is a lender and not an insurer and that the Lender assumes no liability hereunder as an insurer. The Borrower agrees that all payments hereunder shall be made directly to the Lender or a third party designated by Lender and payment by the Borrower to any other person, firm, insurance agent, or insurance company shall not constitute payment to the Lender. Borrower further agrees and understands that the intermediary broker, Agent, or insurance company whose name appears on the Premium Finance Agreement is not a representative of the Lender and has no authority to promise anything on behalf of the Lender. Furthermore, the Borrower understands that the Lender makes no warranties or representations concerning the financed coverage nor has it played any part in the selection, structuring, or acquisition of Borrower's insurance coverage.
8. The Lender shall have the right to accept any payment or payments from the Borrower after the notice of cancellation has been sent to the insurance company(ies) and may apply them as a reduction of the indebtedness hereunder, and neither the acceptance nor the application of any such payment or payments shall constitute an undertaking on the part of the Lender to reinstate such insurance or constitute a waiver of any default hereunder. In the event the Lender requests reinstatement of such insurance, the Lender assumes no responsibility that such request will be received or honored by the insurance company, and the Borrower must verify the existence of coverage directly with the insurance company or its agent.
9. Interest on the loan is earned each month according to the policy effective date based on the Rule of 78's or as otherwise required by law. If the Borrower pays off the balance prior to maturity, they may receive a refund of a portion of the total finance charges. No refund need be made if it is less than \$1.00 or maximum allowable by applicable law. Payment due dates will start on the date provided in Box 12 and continue each consecutive monthly, quarterly, semiannually, or annual payments as specified in Box 11.
10. In all cases, the Agreement is subject to approval and acceptance by the Lender. Lender may decline the loan, known as a Premium Finance Agreement, for any reason at its discretion. No contract is deemed in force until the Lender issues a notice of acceptance.
11. Borrower shall not assign the policy (except to mortgagees) without prior written consent of Lender. USPF shall assign this loan to a funding source, at its discretion, payoff and reassign same, including the terms and conditions herein, to an alternative funding source, at any time during the term of this Agreement.
12. The money advanced by the Lender is only for the premium as determined at the time this Agreement is accepted by Lender. Lender's payment shall not be applied by the insurance company to pay for any additional premiums owed by Borrower for any reason whatsoever. Borrower agrees to pay the insurance company directly for any additional premiums which become due for any reason including, but not limited to an audit. Lender may however, at its option, finance the additional premium according to the written agreement as stated above in section 6.
13. In the event of Fraud or any other type of misrepresentation, the Lender has the right to declare a default in the loan at any time at its discretion. Any default under any Agreement between the Borrower and the Lender shall be deemed and is a default under all agreements between such parties. All unearned premiums due to the Borrower whether from the insurance financed pursuant to this Agreement or any other agreement between Borrower and the Lender shall be security for and collateralize all loans made to the Borrower. Additionally, in the event of a default by the Borrower, the Lender may treat all assets of the Borrower as collateral under this Agreement, and may declare the remaining principal amount, with all accrued interest and fees, immediately due and payable.
14. The Borrower recognizes and agrees that their insurance Agent may add a fee to the base annual percentage rate as compensation for administering of the premium finance agreement where allowed by law. All parties to this transaction agree that these fees will be earned on a pro-rata basis.
15. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement including signature pages received by electronic or facsimile transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes. Electronic or written signatures of the parties shall be deemed to be original.

THE BORROWER REPRESENTS AND WARRANTS AS FOLLOWS:

That all financial information or financial representations given to Lender are true and correct in all respects, and fully and accurately present the financial conditions reflected therein. The execution, delivery and performance of this Agreement by Borrower is within the requisite corporate or limited liability company power, and has been duly authorized. This Agreement, when duly executed and delivered, and accepted by the Lender will constitute legal, valid, and binding obligations of Borrower and will be applicable to and secure the payment and performance of this Agreement.

There are no actions, suits, or proceedings pending or to the knowledge of Borrower, threatened against or affecting the Borrower, or involving the validity or enforceability of this Agreement. There are no liens on or security interest in the collateral. That (a) all the Borrowers or insureds are listed on the Agreement and that if all are not listed, then the one who is listed is authorized to act on behalf of all the Borrowers or insured; (b) Borrower's business is not cannabis related; (c) no other party is entitled to any notice other than the one set forth on the face of the Agreement; (d) the Lender may, at its option, advance the premiums which are the subject of the Agreement to the insurance company, the intermediary broker or the Agent/Broker; (e) the Agreement contains the entire agreement between parties; (f) The Agent/Broker is the agent of the Borrower and that the Agent/Broker does not have the authority to make any representations on behalf of the Lender. Borrower is not in default with respect to any order, writ, injunction, decree or demand of any court or any Governmental Authority. The Borrower is not a Debtor under any bankruptcy proceedings of Title 11 of the U.S. Statutes nor have any such proceedings been threatened. Borrower is not insolvent and is not the subject of any actions or receiverships. Borrower is not in any default with any other lender.



FUNDING BREAKDOWN BY POLICY

Pareteum Corporation

12/13/2021

Insured Name

Date

Acrisure, LLC dba The Whitmore Group

758965.1

Producer

Quote Number

Policy Number	Policy Type	Insurance Company / GA	Down Payment Amount	Funding Amount
TBD	PACKAGE	Atlantic Specialty Ins Co - New York Amwins Access Insurance Services 25115 Avenue Stanford, Ste A310 Valencia, CA 91355	\$17,342.49	\$63,212.00
TBD	WORKERS COMPENSATION -	Atlantic Specialty Ins Co - New York Amwins Access Insurance Services 25115 Avenue Stanford, Ste A310 Valencia, CA 91355	\$8,106.40	\$24,373.60

Please indicate any special activation or funding requirements:

Please email signed and dated contracts to US Premium Finance at pfa@USPremiumFinance.com



Quote Number 758965.1

Down Payment \$25,448.89

Payment Amount \$11,530.76

Payment Terms

Make a single selection below if interested

**Please note: This autopay authorization expires at the end of the loan term.*

Down Payment Only (processed by USPF)

Recurring autopay (USPF processes down payment and installments)

One time payment*

Recurring autopay (Agency collects down payment, USPF collects the installments)

Recurring Autopay Authorization applies from _____ through _____.

Bank Draft Authorization

In order to complete ACH setup, a copy of a voided check should be included with this document.

Name on Account

Routing Number

Account Number

Bank Name

Checking Savings

Down Payment

Only fill in the amount if USPF is authorized to deduct the down payment via checking or savings account.

One-time Payment

(Excluding down payment)

If one-time payment is selected, a fee of \$5 will be included in the installment payment, as shown here:

\$ 0

Installment amount to be paid checking or savings (monthly) \$ _____

Credit Card Authorization

Name on Card

Card Number

Billing Address

City, State, Zip Code

Expiration Date

CVV

Down Payment

Only fill in the amount if USPF is authorized to deduct the down payment via credit card.

Amount to be paid by card (monthly) Credit \$ _____

Card fee** (2.96% of payment + \$.50) Total \$ 0.50

charge (monthly) \$ 0.50

I also authorize US Premium Finance (the finance company) to charge my credit card or bank account indicated above, under the terms of the finance agreement. This authorization will remain in effect unless written notification of termination has been given by the insured and that notification has been received by US Premium Finance, a Division of Ameris Bank.

** ACH fee of \$5.00 will be charged for one-time payments.*

*** Credit card fee is charged by the payment processor, not US Premium Finance.*

Printed name of account holder

Email address of account holder

Signature of account holder

Date