

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

In re:

PARETEUM CORPORATION, *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No.: 22-10615 (LGB)

(Joint Administration Requested)

**INTERIM ORDER AUTHORIZING THE DEBTORS TO  
PAY THE PREPETITION CLAIMS OF CERTAIN FOREIGN VENDORS**

Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”) (a) authorizing the Debtors, in their sole discretion, to remit and pay certain accrued and outstanding Foreign Vendors, (b) scheduling a final hearing to consider approval of the Motion on a final basis, and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated February 1, 2012; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.



Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.
2. The final hearing (the "Final Hearing") on the Motion shall be held on June 7, 2022, at 2:00 p.m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time, on May 31, 2022, and shall be served on: (a) the Debtors; (b) proposed counsel to the Debtors, (i) Togut, Segal & Segal LLP, One Penn Plaza, Suite 3335, New York, NY 10119, Attn. Frank A. Oswald and Brian Moore; (c) counsel to any statutory committee appointed in these cases; (d) counsel to the administrative agent under the DIP credit facility, DLA Piper LLP (US), 1251 Avenue of the Americas, 27th Floor, New York, NY 10153, Attn: Jamila Justine Willis (jamila.willis@us.dlapiper.com), Shmuel Klahr (shmuel.klahr@us.dlapiper.com), Nadia Saleem (Nadia.Saleem@us.dlapiper.com), and Gregory Juell (gregory.juell@us.dlapiper.com); (e) counsel to the administrative agent under the Bridge Loan, DLA Piper LLP (US), 1251 Avenue of the Americas, 27th Floor, New York, NY 10153, Attn: Attn: Jamila Justine Willis (jamila.willis@us.dlapiper.com), Shmuel Klahr (shmuel.klahr@us.dlapiper.com), Nadia Saleem (Nadia.Saleem@us.dlapiper.com), and Gregory Juell (gregory.juell@us.dlapiper.com); (f) counsel to the administrative agent under the Debtors' Prepetition Senior Notes, DLA Piper LLP (US), 1251 Avenue of the Americas, 27th Floor, New York, NY 10153, Attn: Attn: Jamila Justine Willis (jamila.willis@us.dlapiper.com), Shmuel Klahr (shmuel.klahr@us.dlapiper.com),

Nadia Saleem (Nadia.Saleem@us.dlapiper.com), and Gregory Juell (gregory.juell@us.dlapiper.com); (g) the administrative agent under the Junior Convertible Notes, Channel Ventures Group LLC, Osakastraat 10 3047 AK Rotterdam, The Netherlands, Attn: Markwin Maring (m.maring@channelholding.com) and Marcel Kloosterman (m.kloosterman@channelholding.com); (h) counsel to the Stalking Horse Bidders, (i) DLA Piper LLP (US), 1251 Avenue of the Americas, 27th Floor, New York, NY 10153, Attn: Jamila Justine Willis (jamila.willis@us.dlapiper.com) Shmuel Klahr (shmuel.klahr@us.dlapiper.com), Nadia Saleem (Nadia.Saleem@us.dlapiper.com), and Gregory Juell (gregory.juell@us.dlapiper.com); and (e) the United States Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, New York 10014, Attn.: Susan A. Arbeit, Esq. (susan.arbeit@usdoj.gov). In the event no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

3. Within three (3) days of entry of this Interim Order, the Debtors shall serve a copy of this Interim Order, as well as the Motion, on the parties set forth in the notice provision of the Motion, as well as the Foreign Vendors

4. The Debtors are authorized, in their discretion, to pay Foreign Vendor Claims in an aggregate amount not to exceed \$628,000. Nothing in this paragraph shall be construed as requiring the Debtors to make a payment to a particular creditor or claimant.

5. The Debtors may require each recipient of a Foreign Vendor Payment to provide the Debtors with: (a) a continuation of the parties' existing business relationship, including, but not limited to, the acceptance and fulfillment (including the production and delivery of goods) of purchase orders and releases under such purchase orders in all postpetition transactions; (b) other business terms on a postpetition basis consistent with past practices for all postpetition

transactions, including the pricing of services, on terms at least as favorable as those extended in the normal course prior to the Petition Date, or on such other terms that are acceptable to the Debtors; and (c) the release of goods or other assets of the Debtors in the Foreign Vendor's possession (collectively, the "Trade Terms"). The Trade Terms shall be applicable throughout the pendency of the Chapter 11 Cases.

6. The Banks are authorized, when requested by the Debtors, to receive, process, honor, and pay all checks presented for payment of, and to honor all fund transfer requests made by, the Debtors related to the Foreign Vendor Claims, whether such checks were presented or fund transfer requests were submitted prior to or after the Petition Date, provided that sufficient funds are available in the applicable accounts to make the payments. The Banks are authorized to rely on the Debtors' designation of any particular check or funds transfer as approved by this Order.

7. To the extent a Foreign Vendor fails to comply with any applicable Trade Terms, and subject to further Court approval: (a) any Foreign Vendor Payment received by the Foreign Vendor may be deemed by the Debtors as an unauthorized postpetition transfer under section 549 of the Bankruptcy Code that the Debtors are authorized to (i) recover from the Foreign Vendor in cash or (ii) apply the amount of the Foreign Vendor Payment against any outstanding administrative claim held by such Foreign Vendor; and (b) upon recovery of any Foreign Vendor Payment, the corresponding prepetition claim of the Foreign Vendor will be reinstated in the amount recovered by the Debtors.

8. Nothing in the Motion or this Order, nor the Debtors' payment of claims pursuant to this Order, shall be deemed or construed as: (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any claim on any grounds;

(c) a promise to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined hereunder or that any creditor is a Foreign Vendor; or (e) the assumption of any executory contract or unexpired lease.

9. The requirements of Bankruptcy Rule 6003(b) have been satisfied with respect to the payments authorized by this Order.

10. This Order shall be immediately effective and enforceable upon its entry. To the extent that it may be applicable, the fourteen-day stay imposed by Bankruptcy Rule 6004(h) is hereby waived.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

12. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

New York, New York  
Dated: May 18, 2022

**/s/ Lisa G. Beckerman**  
THE HONORABLE LISA G. BECKERMAN  
UNITED STATES BANKRUPTCY JUDGE