

EXHIBIT A
(Proposed Order)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X	
	:	
In re:	:	Chapter 11
	:	
Velti Inc., <i>et al.</i> , ¹	:	Case No. 13-12878 (PJW)
	:	
	:	(Jointly Administered)
	:	
Debtors.	:	
	:	Re: Dkt. No. 122, 217, 258 & ____
	X	

**ORDER APPROVING STIPULATION
RESOLVING THE CLAIM OF T-MOBILE USA, INC.**

Upon consideration of the stipulation (the “Claim Stipulation”) between T-Mobile USA, Inc. (“T-Mobile”) and Velti Inc. and certain of its affiliates (together, the “Debtors,” and together with T-Mobile the “Parties” and each a “Party”), a copy of which is attached hereto as Exhibit 1; the Court having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409, and (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having determined that the Claim Stipulation is in the best interests of the Debtors and their estates; and after due deliberation and sufficient cause appearing therefore,

IT IS HEREBY ORDERED THAT:

1. The Stipulation is approved.

¹ The Debtors are the following six entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Velti Inc. (4475), Air2Web, Inc. (5572), Air2Web Interactive, Inc. (2364), Velti North America, Inc. (8900), Velti North America Holdings, Inc. (3953) and Velti US Holdings, Inc. (8299). The mailing address of each of the Debtors, solely for purposes of notices and communications, is Spear Tower, 1 Market Street Suite 1400, San Francisco, California 94105.

2. The Parties are hereby authorized to take any and all actions reasonably necessary to effectuate the terms of the Claim Stipulation.

3. Notwithstanding any applicable law to the contrary, this Order shall take effect immediately upon entry.

4. Notwithstanding any term in the Claim Stipulation to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: _____, 2014
Wilmington, Delaware

The Honorable Peter J. Walsh
United States Bankruptcy Judge

EXHIBIT 1
(Claim Stipulation)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X	
	:	
In re:	:	Chapter 11
	:	
Velti Inc., <i>et al.</i> , ¹	:	Case No. 13-12878 (PJW)
	:	
	:	(Jointly Administered)
Debtors.	:	
	:	
	X	

**STIPULATION RESOLVING
THE CLAIM OF T-MOBILE USA, INC.**

Velti Inc. and certain of its affiliates (collectively, the “Debtors”), and T-Mobile USA, Inc. (the “Claimant,” and together with the Debtors, the “Parties,” and each a “Party”), by and through their respective undersigned attorneys, hereby stipulate and agree to the following (the “Stipulation”):

WHEREAS, on November 4, 2013 (the “Petition Date”), each of the Debtors filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Court”); and

WHEREAS, the Claimant submitted a proof of claim to the Debtors’ Court-approved claims agent on March 14, 2014, which was assigned Claim No. 140 (the “Claim”), asserting a claim in an amount not less than \$2,279,534.05 plus contingent and unliquidated amounts allegedly owed by Velti Inc. to the Claimant pursuant to a settlement agreement dated August

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26, 2013 by which the Claimant and Velti Inc. sought to settle a dispute regarding a Statement of Work between the Parties with an effective date as of February 1, 2012. The Claimant alleged that this amount qualified as a general unsecured claim; and

WHEREAS, the Debtors and the Claimant have agreed to the allowance of the Claimant's claim and its respective priority, in accordance with the terms of this Stipulation;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the Parties hereto, as follows:

1. The Claimant shall have, and by this Stipulation upon entry of an order approving this Stipulation, is hereby determined to have an allowed general unsecured claim in the amount of \$2,000,000.00 (the "Allowed General Unsecured Claim"). The Allowed General Unsecured Claim shall be, and by this Stipulation is hereby determined to be, an Allowed Class 3a - General Unsecured Claim as classified in the *Debtors' Plan of Liquidation Under Chapter 11 of the Bankruptcy Code* [Docket No. 295] (as amended from time to time, the "Plan").

2. The Claimant shall vote in favor of the Plan and shall not object to the Plan or support any objection to the Plan.

3. To the extent that the Plan is confirmed, the Allowed General Unsecured Claim shall be paid and otherwise treated in accordance with the terms of the Plan, and the Claimant shall elect to grant the releases and agree to the injunctions provided to the released parties pursuant to Article IX of the Plan.

4. The Claimant shall not file or assert any other claims (as defined in section 101(5) of the Bankruptcy Code) in these bankruptcy cases, and the Claim and any proof of claim previously filed or asserted by the Claimant in these bankruptcy cases or listed in the

purposes of notices and communications, is 201 California Street, 14th Floor, San Francisco, California 94111.

Debtors' schedules shall be disallowed and expunged; provided, however, that this Stipulation shall be deemed to be a proof of claim, pursuant to 11 U.S.C. § 502, and the Claimant shall not be required to file a motion, proof of claim or amendment to the Claim to reflect the Allowed General Unsecured Claim described above.

5. The Claimant, on the one hand, and the Debtors, on the other hand, and their respective predecessors, successors, assigns, affiliates, agents, attorneys, employees, general partners, parent corporations, subsidiaries, limited partners, members, officers and directors hereby release the other party and their respective predecessors, successors, assigns, affiliates, agents, attorneys, employees, general partners, parent corporations, subsidiaries, limited partners, members, officers and directors from any and all claims (as defined in §101(5) of the Bankruptcy Code), actions, causes of action, suits, debts, accounts, damages or demands whatsoever which any of them had, now have or may have against the releasing Party, whether fixed, liquidated, contingent, arising out of or related to the Claimant's Claim except per this Stipulation.

6. This Stipulation may be executed and delivered in two or more counterparts, each of which, when so executed and delivered, shall be the original, but such counterparts together shall constitute one and the same instrument. Facsimile signatures or signatures in portable document format (.pdf) or other electronic format shall be acceptable and deemed binding as if originals.

7. This Stipulation is the entire and complete agreement of the Parties hereto. This Stipulation supersedes any and all agreements, whether written or oral, that may have previously existed between the Parties with respect to the subject matter of this Stipulation. No statements, promises or representations have been made by any Party to the other, or relied upon,

and no consideration has been offered, promised, expected or held out other than may be expressly provided in this Stipulation.

8. Any ambiguities in this Stipulation are not to be construed against any Party solely due to the identity of the drafter of this Stipulation.

9. This Stipulation shall not be modified, altered or amended without the prior written consent of all Parties hereto.

10. Each person signing this Stipulation represents and warrants that he/she has been duly authorized and has the requisite authority to execute and deliver this Stipulation on behalf of his/her respective Party and to bind such Party to the terms and conditions of this Stipulation. Both of the Parties had the opportunity to have this Stipulation reviewed by their counsel.

11. The Court shall retain jurisdiction to resolve any disputes or controversies resulting from or related to this Stipulation.

12. This Stipulation shall become effective immediately upon the entry of an Order of the Court approving of this Stipulation.

13. This Stipulation shall be binding upon the Parties' respective representatives, successors and assigns, including any trustee, examiner or other estate representative that may be appointed in these cases.

[Remainder of page intentionally left blank.]

Dated: May 16, 2014
Wilmington, Delaware

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Dated: May 16, 2014
Atlanta, Georgia

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