

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 3)*

KORE Group Holdings, Inc.

(Name of Issuer)

Warrants to Purchase Common Stock, \$0.0001 par value

(Title of Class of Securities)

000000000

(CUSIP Number)

Nadir Nurmohamed
Searchlight IV KOR, L.P., 745 5th Avenue - 27th Floor
New York, NY, 10151
(212) 293-3730

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

08/01/2025

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 000000000

1	Name of reporting person Searchlight IV KOR, L.P.
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input checked="" type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) OO

5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization DELAWARE	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 2,404,942.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 2,404,942.00
	10	Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 2,404,942.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 14.0 %	
14	Type of Reporting Person (See Instructions) PN	

Comment for Type of Reporting Person:

Row 7, Row 9 and Row 11 reflect the number of shares of common stock, par value \$0.0001 per share ("Common Stock"), of KORE Group Holdings, Inc. (the "Issuer") issuable to Searchlight IV KOR, L.P. upon the exercise of the warrant to purchase up to 2,360,000 shares of Common Stock at an exercise price of \$0.05 per share issued on November 9, 2023 (the "Warrant") and the warrant to purchase up to 44,942 shares of Common Stock at an exercise price of \$0.05 per share issued on December 13, 2023 (the "Additional Warrant"), as further discussed in Items 1, 4 and 6 herein, giving effect to the Issuer's 1-for-5 reverse stock split that became effective on July 1, 2024 (the "Reverse Stock Split").

The percentage in Row 13 is calculated based on 17,160,061 shares of Common Stock outstanding as of May 13, 2025, as reported by the Issuer in its Quarterly Report on Form 10-Q filed with the SEC on May 15, 2025.

SCHEDULE 13D

CUSIP No.	000000000
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1	Name of reporting person Searchlight Capital Partners IV GP AGG, LLC
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input checked="" type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) OO

5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
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14	Type of Reporting Person (See Instructions) OO	

Comment for Type of Reporting Person:

Row 7, Row 9 and Row 11 reflect the number of shares of Common Stock issuable to Searchlight IV KOR, L.P. upon the exercise of Warrant and the Additional Warrant, which may be deemed to be beneficially owned by Searchlight Capital Partners I V GP AGG, LLC, as further discussed in Items 1, 4 and 6 herein, giving effect to the Reverse Stock Split.

The percentage in Row 13 is calculated based on 17,160,061 shares of Common Stock outstanding as of May 13, 2025, as reported by the Issuer in its Quarterly Report on Form 10-Q filed with the SEC on May 15, 2025.

SCHEDULE 13D

CUSIP No.	000000000
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1	Name of reporting person Searchlight Capital Partners IV GP, L.P.
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input checked="" type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>

6	Citizenship or place of organization CAYMAN ISLANDS	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 2,404,942.00
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The percentage in Row 13 is calculated based on 17,160,061 shares of Common Stock outstanding as of May 13, 2025, as reported by the Issuer in its Quarterly Report on Form 10-Q filed with the SEC on May 15, 2025.

SCHEDULE 13D

CUSIP No.	000000000
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1	Name of reporting person Searchlight Capital Partners IV GP, LLC
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input checked="" type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or place of organization DELAWARE

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 2,404,942.00
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The percentage in Row 13 is calculated based on 17,160,061 shares of Common Stock outstanding as of May 13, 2025, as reported by the Issuer in its Quarterly Report on Form 10-Q filed with the SEC on May 15, 2025.

SCHEDULE 13D

Item 1. Security and Issuer

(a) Title of Class of Securities:

Warrants to Purchase Common Stock, \$0.0001 par value

(b) Name of Issuer:

KORE Group Holdings, Inc.

(c) Address of Issuer's Principal Executive Offices:

3 Ravinia Drive NE, Suite 500, Atlanta, GEORGIA , 30346.

Item 1 Comment:

This Amendment No. 3 (this "Amendment No. 3") to Schedule 13D amends and supplements the statement on Schedule 13D filed with the United States Securities and Exchange Commission on November 20, 2023, as amended by Amendment No. 1, dated as of December 15, 2023 and Amendment No. 2, dated as of December 19, 2024 (as it may be amended from time to time, collectively, the "Schedule 13D"), relating to KORE Group Holdings, Inc. (the "Issuer"). Except as set forth herein, the Schedule 13D is unmodified. All capitalized terms contained herein but not otherwise defined shall have the meanings ascribed to such terms in the Schedule 13D. Information given in response to each item shall be deemed incorporated by reference in all other items, as applicable.

Item 1 is hereby amended and restated in its entirety to read as follows:

This statement on Schedule 13D relates to warrants to purchase a total of 2,404,942 shares of Common Stock of the Issuer, a Delaware corporation, with principal executive offices at 3 Ravinia Drive NE, Suite 500, Atlanta, Georgia 30346.

Item 4. Purpose of Transaction

Item 4 is hereby amended and supplemented as follows:

In connection with the August 1 Agreement (as defined below):

* The Reporting Persons advised the Special Committee of the board of directors of the Issuers (the "Special Committee") that they would like to confer, consult and potentially reach agreements and understandings with ABRY during the Holiday Period (as defined below) and take other steps in furtherance of an offer to acquire the Issuer in order to consider how to make such offer more attractive, including potentially involving ABRY in a potential offer or potential transaction and/or potentially be considered a "group."

* The Reporting Persons are considering making additional purchases of common stock up to 20% limitation set forth in the Investment Agreement.

The Reporting Persons, individually or together with their affiliates, continue to evaluate the possibility of a further investment in or full acquisition of the Issuer, which could include open-market or private purchases of Common Stock (to the extent permitted by existing agreements), and may have discussions with the Issuer and/or sources of financing or other third parties (including, as now specifically permitted by the August 1 Agreement, ABRY Partners, LLC (together with its affiliates and associates, "ABRY") and including, as now specifically permitted by the August 1 Agreement, forming a "group" with ABRY) concerning the foregoing.

There can be no assurance: that the Reporting Persons will have any discussions, form any "group," make any proposal or make any further purchase or investment; or that the Reporting Persons and the Issuer will be able to reach any requisite agreement with respect to any of the foregoing; or of the terms of or timing of any of the foregoing.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 is hereby amended and supplemented as follows:

On August 1, 2025, the Issuer and Searchlight IV KOR, L.P. (together with its affiliates and associates, "Searchlight") entered into an agreement (the "August 1 Agreement") pursuant to which, among other things, during the Holiday Period (as defined below) (a) Searchlight and any Permitted Group (as defined below) have a waiver from the Corporation from the restrictions set forth in Article IX of the Issuer's Charter and a holiday of relief from any restrictions and/or obligations that apply under Article IX of the Charter as of August 1, 2025 in respect of an offer to acquire the Issuer, whether individually or together with ABRY, and (b) Searchlight will not be restricted by Section 5.05(d) of the Investment Agreement with respect to ABRY and may confer and consult with and reach agreements and understandings with, and potentially be considered a "group" (within the meaning of Section 13(d)(3) of the Act) with, ABRY (any such "group," a "Permitted Group") and will not be deemed to violate Section 5.05(a) of the Investment Agreement by virtue of forming a Permitted Group with ABRY.

Pursuant to the August 1 Agreement, the restrictions and obligations under Article IX of the Charter and the Investment Agreement in effect immediately prior to the execution of the August 1 Agreement (the "Status Quo") will once again apply after the Holiday Period, but no action taken during the Holiday Period which is permitted to be taken during the Holiday Period will result in adverse consequences to Searchlight or ABRY under Article IX of the Charter or be deemed to constitute a breach of the Investment Agreement.

The August 1 Agreement further provides that no Permitted Group shall include any other person who is not an affiliate or associate of Searchlight or ABRY and if no definitive agreement is entered into by the end of the Holiday Period, then any such Permitted Group formed during the Holiday Period shall be thereupon disbanded.

"Holiday Period" means the period commencing on August 1, 2025 until 5:00 p.m. New York time on November 30, 2025, unless extended by amendment in accordance with the August 1 Agreement.

The foregoing description of the August 1 Agreement is not complete and is qualified in its entirety by reference to the full text of such agreement, which is attached to this report as Exhibit 9 and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Exhibit 1 Joint Filing Agreement, as required by Rule 13d-1(k)(1) under the Act (filed previously).

Exhibit 2 Investment Agreement, dated as of November 9, 2023, by and between the Issuer and Searchlight IV KOR (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed on November 9, 2023).

Exhibit 3 Amendment to Investment Agreement, dated as of December 13, 2023, by and between the Issuer and Searchlight IV KOR (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed on December 13, 2023).

Exhibit 4 Amended and Restated Common Stock Purchase Warrant (Penny Warrant), dated as of December 13, 2023, issued by the Issuer to Searchlight IV KOR (incorporated by reference to Exhibit 4.2 to the Issuer's Current Report on Form 8-K filed on December 13, 2023).

Exhibit 5 Common Stock Purchase Warrant (Penny Warrant), dated as of December 13, 2023, issued by the Issuer to Searchlight IV KOR (incorporated by reference to Exhibit 4.1 to the Issuer's Current Report on Form 8-K filed on December 13, 2023).

Exhibit 6 Amended and Restated Investor Rights Agreement, dated as of November 15, 2023, by and among the Issuer, Searchlight IV KOR and certain stockholders of the Issuer (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed on November 16, 2023).

Exhibit 7 Certificate of Designations of Series A-1 Preferred Stock (incorporated by reference to Exhibit 3.1 to the Issuer's Current Report on Form 8-K filed on November 16, 2023).

Exhibit 8 Certificate of Designations of Series A-2 Preferred Stock (incorporated by reference to Exhibit 3.2 to the Issuer's Current Report on Form 8-K filed on November 16, 2023).

Exhibit 9 Agreement by and between the Issuer and Searchlight IV KOR, L.P., dated as of August 1, 2025.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Searchlight IV KOR, L.P.

Signature: Searchlight Capital Partners IV GP AGG, LLC
Name/Title: General Partner
Date: 08/05/2025

Signature: /s/ Andrew Frey
Name/Title: Andrew Frey, Authorized Person
Date: 08/05/2025

Searchlight Capital Partners IV GP AGG, LLC

Signature: /s/ Andrew Frey
Name/Title: Andrew Frey, Authorized Person
Date: 08/05/2025

Searchlight Capital Partners IV GP, L.P.

Signature: Searchlight Capital Partners IV GP LLC
Name/Title: General Partner
Date: 08/05/2025

Signature: /s/ Andrew Frey
Name/Title: Andrew Frey, Authorized Person
Date: 08/05/2025

Searchlight Capital Partners IV GP, LLC

Signature: /s/ Andrew Frey
Name/Title: Andrew Frey, Authorized Person
Date: 08/05/2025

AGREEMENT

This Agreement (this “Agreement”), dated as of August 1, 2025 (the “Effective Date”), is entered into by and between KORE Group Holdings, Inc., a Delaware corporation (the “Corporation”), and Searchlight IV KOR, L.P. (together with its affiliates and associates, “Searchlight”).

RECITALS

WHEREAS, reference is hereby made to that certain Investment Agreement by and between the Corporation and Searchlight dated as of November 9, 2023, as amended on December 13, 2023 (as amended, the “Investment Agreement”), including in particular Section 5.05 thereof;

WHEREAS, Article IX of the Corporation’s Amended and Restated Certificate of Incorporation (as amended, the “Charter”) restricts the Corporation’s ability to consummate business combinations (as defined in the Charter) with an interested stockholder (as defined in the Charter) for three years after such stockholder became an interested stockholder; provided, however, that such restriction shall not apply if, prior to the time that a given stockholder became an interested stockholder, the Corporation’s board of directors (the “Board”) approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder (either such approval, an “Article IX Waiver”);

WHEREAS, Searchlight has advised the Board that it is considering making an offer to acquire the Corporation (a “Potential Transaction”);

WHEREAS, the Board delegated to a special committee of the Board (the “Special Committee”) certain powers including to grant one or more Article IX Waivers and waivers under the Investment Agreement, in connection with a Potential Transaction in the Special Committee’s sole discretion;

WHEREAS, Searchlight has advised that it would like to confer, consult and potentially reach agreements and understandings with ABRY Partners, LLC (together with its affiliates and associates, “ABRY”) and take other steps in furtherance of a Potential Transaction in order to consider how to make an offer for a Potential Transaction more attractive; and

WHEREAS, in order to facilitate the ability of Searchlight to consider how to make an offer for a Potential Transaction more attractive, the parties hereto wish to agree on a limited Holiday Period (as defined below) during which Searchlight may accomplish the foregoing after which, unless further extension is agreed, the Status Quo (as defined below) will apply again as provided below.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Corporation and Searchlight agree as follows:

Section 1. Proposal Preparation Period.

(a) During the Holiday Period, Searchlight and any Permitted Group (as defined below) shall have an Article IX Waiver and a holiday of relief from any restrictions and/or obligations that apply under Article IX of the Charter as of the date hereof in respect of an offer for a Potential Transaction, whether individually or together with ABRY. For purposes of this Agreement, the “Holiday Period” shall mean the period commencing on the date hereof until 5:00 p.m. New York time on November 30, 2025, unless extended by amendment as provided in Section 7.

(b) During the Holiday Period, Searchlight (i) shall not be restricted by Section 5.05(d) of the Investment Agreement with respect to ABRY and may confer and consult with and reach agreements and understandings with, and potentially be considered a “group” (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934) with, ABRY (any such “group,” a “Permitted Group”) and (ii) shall not be deemed to violate Section 5.05(a) of the Investment Agreement by virtue of forming a Permitted Group with ABRY; provided, that: (x) no such Permitted Group shall include any other person who is not an affiliate or associate of Searchlight or ABRY and (y) if no definitive agreement is entered into between the Corporation and Searchlight, ABRY and/or such Permitted Group regarding a Potential Transaction by the end of the Holiday Period, then any such Permitted Group formed during the Holiday Period shall be thereupon disbanded.

(c) The restrictions and obligations under Article IX of the Charter and the Investment Agreement in effect immediately prior to the execution of this Agreement (the “Status Quo”) shall once again apply after the Holiday Period; provided that no action taken during the Holiday Period which is permitted to be taken during the Holiday Period shall result in adverse consequences to Searchlight or ABRY under Article IX of the Charter or be deemed to constitute a breach of the Investment Agreement.

(d) The Corporation represents and warrants that the restrictions applicable to business combinations contained in Section 203 of the Delaware General Corporation Law (“DGCL”) are, and will be, inapplicable to the execution, delivery and performance of the transactions contemplated and permitted hereunder, including a Potential Transaction involving Searchlight and/or ABRY.

(e) The Corporation represents and warrants that the Special Committee has adopted the resolutions attached hereto as Annex A, which shall not be revoked or adversely changed with respect to matters occurring during the Holiday Period, such that Searchlight, ABRY and any of their affiliates, associates or any Permitted Group involving any of the foregoing, shall have an Article IX Waiver with respect to all actions taken during the Holiday Period which are not in breach of the obligations under this Agreement.

Section 2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of laws principles thereof.

Section 3. Jurisdiction and Venue. Each party, by its execution hereof: (a) hereby irrevocably attorns and submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or the federal court sitting in the City of Wilmington, Delaware for the purpose of any litigation arising out of or related to this Agreement between or among the parties (or any of them); (b) hereby waives and agrees not to assert, by way of motion, as a defense or otherwise, in any such litigation, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such litigation brought in one of the above-named courts should be dismissed on grounds of *forum non conveniens*, should be transferred or removed to any court other than one of the above-named courts, or should be stayed by reason of the pendency of some other proceeding in any court other than one of the above-named courts, or that this Agreement or the subject matter hereof may not be enforced in or by such court; and (c) hereby agrees not to commence any such litigation (including for a declaratory judgment or the like) other than before one of the above-named courts. Each party further waives any claim, and will not assert, that venue should properly lie in any other location within the selected jurisdiction or

otherwise.

Section 4. Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that money damages or legal remedies would not be an adequate remedy for any such damages. Therefore, it is accordingly agreed that each party shall be entitled to enforce specifically the terms and provisions of this Agreement, or to enforce compliance with, the covenants and obligations of any other party, and appropriate injunctive relief shall be granted in connection therewith, and no party shall assert that a remedy of specific performance or other equitable relief is unenforceable, invalid, contrary to law or inequitable for any reason, nor that a remedy of monetary damages would provide an adequate remedy or that the parties hereto otherwise have an adequate remedy at law. Any party seeking an injunction, a decree or order of specific performance shall not be required to provide any bond or other security in connection therewith and any such remedy shall be in addition and not in substitution for any other remedy to which such party is entitled at law or in equity.

Section 5. Non-Reliance. Each of the parties hereto acknowledges that none of the other parties makes, and acknowledges that they have not relied upon or otherwise been induced by, any express or implied representation or warranty by or on behalf of any other party or with respect to any other information provided or made available to such party by or on behalf of such other party in connection with the transactions contemplated by this Agreement, including any information, documents, projections, forecasts or other material made available to such party in data rooms, management presentations or similar information deliverables in expectation of the transactions contemplated by this Agreement.

Section 6. Assignment; Binding Effect; Benefits. This Agreement is not assignable without the written consent of each of the other parties hereto. Subject to the foregoing, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

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Section 7. Amendment; Waiver. This Agreement may be amended by the parties hereto at any time. Any amendment to this Agreement shall be valid only if set forth in an instrument in writing signed on behalf of each of the parties hereto. Any party hereto may waive his or rights pursuant to this Agreement by delivering a written instrument contemplating such waiver, signed by or on behalf of such party, to the applicable party or parties. The failure of any party to this Agreement to assert any of its rights hereunder or otherwise shall not constitute a waiver of such rights.

Section 8. Counterparts. This Agreement may be executed in counterparts or in facsimiles, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(Remainder of Page Intentionally Left Blank)

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IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement and the Special Committee has acknowledged this Agreement as of the date first above written.

KORE GROUP HOLDINGS, INC.

By: /s/ Timothy M. Donahue

Name: Timothy M. Donahue

Title: Chairman of the Special Committee

SEARCHLIGHT IV KOR, L.P.

By: /s/ Andrew Frey

Name: Andrew Frey

Title: Authorized Person

Annex A

[Intentionally Omitted]
