

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

In re:

AN Global, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 23-11294 (JKS)

(Jointly Administered)

**Re: Docket No. 9, 69, 222, 331, and 409**

**CERTIFICATION OF COUNSEL REGARDING PROPOSED FINAL ORDER  
(I) AUTHORIZING THE DEBTORS TO (A) CONTINUE TO MAINTAIN THEIR  
EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, AND BUSINESS  
FORMS, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED  
THERE TO, AND (C) CONTINUE TO PERFORM ORDINARY COURSE  
INTERCOMPANY TRANSACTIONS; (II) GRANTING ADMINISTRATIVE  
EXPENSE STATUS TO ORDINARY COURSE POSTPETITION  
INTERCOMPANY CLAIMS; AND (III) GRANTING RELATED RELIEF**

The undersigned hereby certifies as follows:

1. On August 28, 2023, the above-captioned debtors and debtors in possession (the “Debtors”) filed *the Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Maintain Their Existing Cash Management System, Bank Accounts, and Business Forms, (B) Honor Certain Prepetition Obligations Related Thereto, and (C)*

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number or registration number in the applicable jurisdiction, are: AN Global LLC (5504); AgileThought, Inc. (2509); 4th Source Holding Corp. (9629); 4th Source Mexico, LLC (7552); 4th Source, LLC (7626); AgileThought BrasilConsultoria Em Tecnologia LTDA (01-42); AgileThought Brasil Servicos de Consultoria Em Software (01-20); AgileThought Costa Rica S.A. (6822); AgileThought Digital Solutions, S.A.P.I. de C.V. (3KR0); AgileThought México S.A. de C.V. (7E46); AgileThought, LLC (7076); AgileThought Servicios Administrativos, S.A. de C.V. (4AG1); AgileThought Servicios México S.A. de C.V. (8MY5); AgileThought, S.A.P.I. de C.V. (No Tax ID); AGS Alpama Global Services USA, LLC (0487); AN Data Intelligence, S.A. de C.V. (8I73); AN Extend, S.A. de C.V. (1D80); AN Evolution, S. de R.L. de C.V. (7973); AN USA (5502); AN UX, S.A. de C.V. (7A42); Cuarto Origen, S. de R.L. de C.V. (0IQ9); Entrepids México, S.A. de C.V. (OCYA); Entrepids Technology Inc. (No Tax ID); Facultas Analytics, S.A.P.I. de C.V. (6G37); Faktos Inc., S.A.P.I. de C.V. (3LLA); IT Global Holding LLC (8776); QMX Investment Holdings USA, Inc. (9707); AgileThought Argentina, S.A. (No Tax ID); AGS Alpama Global Services México, S.A. de C.V. (No Tax ID); Tarnow Investment, S.L. (No Tax ID); and Anzen Soluciones, S.A. de C.V. (No Tax ID). The Debtors’ headquarters are located at 222 W. Las Colinas Boulevard, Suite 1650E, Irving, Texas 75039.



*Continue to Perform Ordinary Course Intercompany Transactions; (II) Granting Administrative Expense Status to Ordinary Course Postpetition Intercompany Claims; and (III) Granting Related Relief* [Docket No. 9] (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

2. Pursuant to the *Interim Order (I) Authorizing the Debtors to (A) Continue to Maintain Their Existing Cash Management System, Bank Accounts, and Business Forms, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Continue to Perform Ordinary Course Intercompany Transactions; (II) Granting Administrative Expense Status to Ordinary Course Postpetition Intercompany Claims; and (III) Granting Related Relief* [Docket No. 69] entered on August 31, 2023 (the “Interim Order”) and the *Omnibus Notice of Second Day Hearing to be Held on October 4, 2023 at 2:00 p.m. (ET)* [Docket No. 70] filed on August 31, 2023, respectively, any objection or response to the final relief requested in the Motion was to be filed and served so as to be received by no later than September 14, 2023 at 4:00 p.m. (ET) (the “Objection Deadline”).<sup>2</sup>

3. Prior to the Objection Deadline, the Debtors received informal responses (the “Informal Responses”) from the U.S. Trustee and the Committee. Other than the Informal Responses, the Debtors received no other responses to the Motion and no objections or responses have been filed on the docket. The U.S. Trustee’s comments concerned certain issues regarding the Debtors’ foreign bank accounts.

4. On October 6, 2023, the Court entered the *Second Interim Order (I) Authorizing Debtors to (A) Continue to Maintain Their Existing Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Continue to Perform Ordinary Course*

---

<sup>2</sup> The objection deadline was extended until September 14, 2023 for the Official Committee of Unsecured Creditors (the “Committee”) and September 29, 2023 for the Office of the United States Trustee (the “U.S. Trustee”).

*Intercompany Transactions; (II) Granting Administrative Expense Status to Ordinary Course Postpetition Intercompany Claims; and (III) Granting Related Relief* [Docket No. 222].

5. On October 25, 2023, the Court entered the *Third Interim Order (I) Authorizing Debtors to (A) Continue to Maintain Their Existing Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Continue to Perform Ordinary Course Intercompany Transactions; (II) Granting Administrative Expense Status to Ordinary Course Postpetition Intercompany Claims; and (III) Granting Related Relief* [Docket No. 331].

6. On November 6, 2023, the Court entered filed the *Fourth Interim Order I) Authorizing Debtors to (A) Continue to Maintain Their Existing Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Continue to Perform Ordinary Course Intercompany Transactions; (II) Granting Administrative Expense Status to Ordinary Course Postpetition Intercompany Claims; and (III) Granting Related Relief* [Docket No. 409] (the “Fourth Interim Order”), which among other things, extended the Debtors’ deadline to comply with section 345(b) of the Bankruptcy Code through and including November 20, 2023.

7. The Debtors resolved the U.S. Trustee’s informal comments through the incorporation of certain revisions reflected in the proposed form of final order attached hereto as **Exhibit A** (the “Proposed Final Order”). The Proposed Final Order was circulated to counsel to the U.S. Trustee and the Committee who confirm no objection to its entry. For the convenience of the Court and all parties in interest, a blackline of the Proposed Final Order against the Fourth Interim Order is attached hereto as **Exhibit B**.

WHEREFORE, the Debtors respectfully request that the Proposed Final Order attached hereto as **Exhibit A** be entered at the earliest convenience of the Court.

Dated: December 1, 2023  
Wilmington, Delaware

Respectfully submitted,

/s/ Gregory J. Flasser

Jeremy W. Ryan (No. 4057)

R. Stephen McNeill (No. 5210)

Gregory J. Flasser (No. 6154)

Sameen Rizvi (No. 6902)

**POTTER ANDERSON & CORROON LLP**

1313 North Market Street, 6th Floor

Wilmington, Delaware 19801

Telephone: (302) 984-6000

Facsimile: (302) 658-1192

E-mail: jryan@potteranderson.com

rmcneill@potteranderson.com

gflasser@potteranderson.com

srizvi@potteranderson.com

and

Kathryn A. Coleman

Christopher Gartman

Jeffrey S. Margolin

Elizabeth A. Beitler

**HUGHES HUBBARD & REED LLP**

One Battery Park Plaza

New York, NY 10004-1482

Telephone: (212) 837-6000

Facsimile: (212) 422-4726

E-mail: katie.coleman@hugheshubbard.com

chris.gartman@hugheshubbard.com

jeff.margolin@hugheshubbard.com

elizabeth.beitler@hugheshubbard.com

*Counsel for the Debtors and Debtors-in-Possession*

**EXHIBIT A**

**(Proposed Final Order)**

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

*In re*

**AN GLOBAL LLC, et al.,<sup>1</sup>**

**Debtors.**

Chapter 11

Case No. 23-11294 (JKS)

(Jointly Administered)

**Re: Docket Nos. 9, 69, 222, 331 & 409**

**FINAL ORDER (I) AUTHORIZING DEBTORS TO (A) CONTINUE TO MAINTAIN  
THEIR EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, AND  
BUSINESS FORMS, (B) HONOR CERTAIN PREPETITION OBLIGATIONS  
RELATED THERETO, AND (C) CONTINUE TO PERFORM ORDINARY COURSE  
INTERCOMPANY TRANSACTIONS; (II) GRANTING ADMINISTRATIVE EXPENSE  
STATUS TO ORDINARY COURSE POSTPETITION INTERCOMPANY CLAIMS;  
AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”) for entry of interim and final orders pursuant to sections 105(a), 345, 363(c)(1), 364(a), and 503(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 6003 and 6004(h) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2015-2 and 9013-1(m) of the Local Rules of Bankruptcy Practice

1. The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number or registration number in the applicable jurisdiction, are: AN Global LLC (5504); AgileThought, Inc. (2509); 4th Source Holding Corp. (9629); 4th Source Mexico, LLC (7552); 4th Source, LLC (7626); AgileThought Brasil-Consultoria Em Tecnologia LTDA (01-42); AgileThought Brasil Servicos de Consultoria Em Software (01-20); AgileThought Costa Rica S.A. (6822); AgileThought Digital Solutions, S.A.P.I. de C.V. (3KR0); AgileThought México S.A. de C.V. (7E46); AgileThought, LLC (7076); AgileThought Servicios Administrativos, S.A. de C.V. (4AG1); AgileThought Servicios México S.A. de C.V. (8MY5); AgileThought, S.A.P.I. de C.V. (No Tax ID); AGS Alpama Global Services USA, LLC (0487); AN Data Intelligence, S.A. de C.V. (8173); AN Extend, S.A. de C.V. (1D80); AN Evolution, S. de R.L. de C.V. (7973); AN USA (5502); AN UX, S.A. de C.V. (7A42); Cuarto Origen, S. de R.L. de C.V. (0IQ9); Entrepids México, S.A. de C.V. (OCYA); Entrepids Technology Inc. (No Tax ID); Facultas Analytics, S.A.P.I. de C.V. (6G37); Faktos Inc., S.A.P.I. de C.V. (3LLA); IT Global Holding LLC (8776); QMX Investment Holdings USA, Inc. (9707); AgileThought Argentina, S.A. (No Tax ID); AGS Alpama Global Services México, S.A. de C.V. (No Tax ID); Tarnow Investment, S.L. (No Tax ID); and Anzen Soluciones, S.A. de C.V. (No Tax ID). The Debtors’ headquarters are located at 222 W. Las Colinas Boulevard, Suite 1650E, Irving, Texas 75039.
2. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion.

and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) (i) authorizing, but not directing, the Debtors to (a) continue to operate their existing cash management system, including maintenance of the Debtors’ existing bank accounts, checks, and business forms, (b) honor certain prepetition obligations related thereto, and (c) continue to perform intercompany transactions in the ordinary course consistent with historical practice; (ii) granting administrative expense priority status to postpetition intercompany claims; and (iii) granting related relief, as more fully set forth in the Motion; and upon consideration of the *Declaration of James S. Feltman, Chief Restructuring Officer of the Debtors, in Support of First Day Relief*; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and due and proper notice of the hearing to consider the relief requested herein (the “Hearing”) having been provided to the Notice Parties; and it appearing that no other or further notice need be provided; and the Court having entered interim orders on the Motion on August 31, 2023 [Docket No. 69]; on October 6, 2023 [Docket No. 222]; on October 25, 2023 [Docket No. 331]; and on November 6, 2023 [Docket No. 409]; and the legal and factual bases set forth in the Motion establishing just and sufficient cause to grant the relief requested therein; and the relief granted herein being in the best interests of the Debtors, their estates, creditors, and all parties-in-interest; and the Court having held the Hearing with the appearances of interested parties noted in the record of the Hearing; and no objection to the Motion having been filed or made at the Hearing on the Motion; and upon all of the proceedings before the Court and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to: (a) continue operating the Cash Management System used prior to the commencement of these Chapter 11 Cases; (b) honor their prepetition obligations related thereto; and (c) continue to perform Intercompany Transactions consistent with historical practice, subject to and in accordance with the terms of this Order.
3. The Debtors are further authorized, but not directed, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on **Exhibit 1** attached hereto, and the guidelines relating to establishing new tax and payroll bank accounts set forth in the UST Guidelines are hereby deemed waived; (b) use, in their present form, any pre-printed correspondence and Business Forms (including checks and letterhead) without reference to the Debtors' status as debtors-in-possession; (c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors-in-possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, ACH transfers, wire transfers, and other debits; and (e) pay any ordinary course Bank Fees incurred in connection with the Bank Accounts, and to otherwise perform their obligations under the documents governing the Bank Accounts; *provided* that once the Debtors' pre-printed correspondence, Business Forms (including letterhead) and existing checks have been used, the Debtors shall, when reordering, require the designation "Debtor-in-Possession" and the corresponding bankruptcy case number on all such documents.
4. The Banks are authorized to continue to service and administer the Bank Accounts as debtor-in-possession accounts without interruption, and to accept and honor all representations from the Debtors as to which checks, drafts, wires or ACH transfers shall be honored or dishonored



consistent with any order(s) of this Court and governing law, whether such checks, drafts, wires or ACH transfers are dated prior to or subsequent to the Petition Date.

5. Each of the Debtors' Banks is authorized to debit the Debtors' Bank Accounts in the ordinary course of business without the need for further order of this Court for: (i) all checks drawn on the Debtors' Bank Accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (ii) all checks or other items deposited in one of the Debtors' Bank Accounts with such Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (iii) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System.

6. The Banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

7. Those certain existing deposit agreements between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and that all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect. Either the Debtors or the Banks may, without further Order of this Court, implement changes to the Cash Management System and procedures in the ordinary course of business pursuant to terms of those certain existing deposit agreements, including, without limitation, the opening and closing of bank accounts.

8. The Banks shall implement reasonable handling procedures designed to effectuate the terms of this Order, and if it implements such handling procedures and then honors a prepetition check or other item drawn on any Bank Account that is the subject of this Order either (i) at the direction of the Debtors to honor such prepetition check or item; (ii) in good faith believe that the Court has authorized, or intends to authorize, such prepetition check or item to be honored; or (iii) as a result of an innocent mistake made despite implementation of such handling procedures, the Banks shall not be deemed in violation of this Order or have liability for a prepetition or other item drawn on either Bank Account that is subject to this Order.

9. The Banks are authorized to charge back against the Bank Accounts (i) any returned items drawn or presented against the Bank Accounts, regardless of whether such returned items originated prepetition or postpetition, and (ii) any over-advances, credit balances or other customary fees or expenses on the Bank Accounts that arise in the ordinary course of business, either prepetition or postpetition, in connection with the use and management of such Bank Accounts; *provided, however*, that the Banks shall not be required to make transfers from or honor any draws against any of the Bank Accounts except to the extent of collected funds available in such respective Bank Accounts.

10. The Banks are authorized to (i) continue to charge the Debtors for certain services and other fees, costs, charges and expenses (collectively, the “Bank Fees”) and (ii) charge back returned items, whether such items are dated prior to, on or subsequent to the Petition Date, to the Bank Accounts in the ordinary course, and the Debtors are authorized to pay such fees.

11. Nothing contained herein shall prevent the Debtors from, upon consultation with the DIP Agent and the Official Committee of Unsecured Creditors (the “Committee”), closing any Bank Account(s) or opening any additional bank accounts, as they may deem necessary and

appropriate, and any relevant bank is authorized to honor the Debtors' requests to close or open such Bank Accounts or additional bank accounts, as the case may be; *provided, however*, that the Debtors shall give notice within fifteen (15) days after opening or closing a Bank Account to the U.S. Trustee and the Committee; *provided, further*, that the Debtors shall open any new bank accounts only at banks that have executed a Uniform Depository Agreement with the U.S. Trustee or are willing to immediately execute a Uniform Depository Agreement in the form prescribed by the U.S. Trustee, or use their good-faith reasonable efforts to cause such other banks to execute a Uniform Depository Agreement in a form prescribed by the Office of the U.S. Trustee.

12. The Debtors are authorized, from and after the Petition Date, to continue to engage in Intercompany Transactions in the ordinary course of business, including transactions with Non-Debtor Affiliates; *provided that* the Debtors notify the DIP Agent's financial advisors one (1) business day in advance of any Intercompany Transaction from any U.S. Debtor to any non-U.S. Debtor or any non-U.S. Non-Debtor Affiliate (other than final payroll for each week, for which notice will be provided two (2) business days in advance, and be accompanied by a reconciliation of the cash on-hand, less any outstanding checks, of the applicable non-U.S. Debtor against the budgeted cost of such payroll); *provided further*, that Intercompany Transactions by U.S. Debtors to non-U.S. Debtors or non-U.S. Non-Debtor Affiliates may not exceed \$100,000 in the aggregate without the prior written consent of the DIP Agent (provided, however, that to the extent any such Intercompany Transaction by a U.S. Debtor to a non-U.S. Debtor or non-U.S. Non-Debtor Affiliate is included in the then-applicable Projected Daily Cash Flow Schedule or the DIP Budget, the DIP Agent shall be deemed to have consented). All Intercompany Claims arising from postpetition Intercompany Transactions shall be entitled to administrative expense priority status pursuant to section 503(b)(1) of the Bankruptcy Code; *provided, however*, that the Debtors shall maintain

detailed records reflecting all transfers of funds, so that all such Intercompany Transactions, including prepetition and postpetition Intercompany Transactions, may be readily ascertained, traced, and recorded properly on applicable accounts. The Debtors shall continue to maintain detailed records in the ordinary course of business reflecting transfers of cash, if any, including Intercompany Transactions, so as to permit all such transactions to be readily ascertained.

13. The requirement in the UST Guidelines that the Debtors establish a specific new bank account for tax payments is waived.

14. Subject to any court order and applicable law, (i) within five (5) days of entry of this Order, the Debtors shall sweep as much of their non-restricted moneys as is reasonably practicable from Debtor bank accounts in Mexico, Costa Rica, Argentina and Spain to a domestic UDA bank, taking into account anticipated disbursements to be made by the Debtors within the three (3) business days after the sweep; and (ii) thereafter, the Debtors shall forecast anticipated future disbursements for non-U.S. Debtors in three (3) business day intervals and sweep as much of their non-restricted moneys as is reasonably practicable from Debtor bank accounts outside of the U.S. within two (2) business days thereafter (subject to any bank processing requirements) to the extent that the maximum aggregate deposits in the Debtors' bank accounts exceed \$250,000 in Mexico, Costa Rica and Argentina in the aggregate, \$50,000 in Spain, and \$800,000 in Brazil on such date; *provided* that the Debtors may exceed such amounts on a given day to the extent necessary to fund disbursements to bank accounts in Mexico as and when required pursuant to the DIP Budget. The Debtors shall maintain all foreign deposits at banks that have a credit rating of not riskier than BB. Section 345(b) shall be waived solely as to the Debtors' bank accounts in Mexico, Costa Rica, Argentina, Spain and Brazil (and for the avoidance of doubt section 345(b) shall not be waived as to the Debtors' bank accounts in the United States, all of which shall be

maintained at banks that have executed a Uniform Depository Agreement with the United States Trustee for the District of Delaware). The Debtors shall maintain as much estate cash as reasonably practicable in their United States bank accounts. The Debtors shall provide a statement of bank account balances to the U.S. Trustee upon request. The Debtors, the Official Committee of Unsecured Creditors, Blue Torch Finance LLC, and AT Holdings Corp. consent to the relief provided herein. The U.S. Trustee's consent to relief or waiver of the requirements imposed by section 345 is conditioned on a section 363 sale closing by December 31, 2023. If such closing does not occur by December 31, 2023, then the U.S. Trustee's consent is deemed withdrawn and any of his objections preserved for hearing before the Court on the next available omnibus hearing date.

15. This Order shall apply to any and all Bank Accounts actually in, or linked to, the Cash Management System, even if such Bank Accounts do not appear on the list attached as **Exhibit 1** to this Order. Any and all accounts opened by the Debtors on or after the Petition Date at any Bank shall be deemed a Bank Account (as if it had been opened prior to the Petition Date and listed on **Exhibit 1**) and any and all Banks at which such accounts are opened shall similarly be subject to the rights and obligations of this Order.

16. The Debtors are authorized, but not directed, to continue to perform all of their obligations under the Factoring Agreement in the ordinary course of business; *provided, however*, that, in accordance with the DIP Credit Agreement, the Debtors will not sell or assign more than 15,550,000 Mexican pesos (the approximate equivalent of \$905,000 as of November 21, 2023) of their receivables to Factoring Corporativo under the Factoring Agreement at any one time during these Chapter 11 Cases. Factoring Corporativo is authorized to continue collecting amounts deposited in the Factoring Account.

17. The Debtors are authorized, but not directed, to continue using their Center® Card in the ordinary course of business. The Center® Card issuing bank is authorized to honor all such charges made on said card *nunc pro tunc* to the Petition Date, whether they are made prior to, on, or subsequent to the Petition Date. The said issuing banks have no duty to inquire as to whether any such charges are authorized by an order of this Court.

18. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against a Debtor entity; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of any or all such liens.

19. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

20. The Debtors are authorized and empowered to take such actions as may be necessary and appropriate to implement the terms of this Order.

21. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

**EXHIBIT 1**

<b>Debtor Entity</b>	<b>Bank Institution</b>	<b>Currency</b>	<b>Account Number (Last 4 Digits)</b>	<b>Balance as of 8/25/2023 (USD)</b>	<b>Purpose</b>
4th Source, LLC	Bank of America, N.A.	USD	1694	\$79,332.48	Operating
4th Source, LLC	Bank of America, N.A.	USD	2826	\$7,981.54	Payroll
AgileThought Argentina, S.A.	Balanz Capital	AR/ USD	5429	\$-	Foreign Exchange
AgileThought Argentina, S.A.	Banco Santander, S.A.	USD	219/8	\$0.44	Operating
AgileThought Argentina, S.A.	Banco Santander, S.A.	AR	218/1	\$56.45	Operating / Payroll
AgileThought Argentina, S.A.	Banco Santander, S.A.	AR	850/1	\$454.63	Operating
AgileThought Argentina, S.A.	Banco Santander, S.A.	USD	851/8	\$0.37	Inactive
AgileThought Argentina, S.A.	Bank of America, N.A.	USD	4167	\$61,929.85	Operating / Payroll
AgileThought Brasil Servicos de Consultoria Em Software LTDA	Banco Santander (Brasil) S.A.	BRL	9541	\$-	Operating
AgileThought Brasil- Consultoria Em Tecnologia LTDA	Banco Santander (Brasil) S.A.	BRL	6501	\$331,320.36	Restricted Account / Operating / Payroll
AgileThought Brasil- Consultoria Em Tecnologia LTDA	Caixa General S.A.	BRL	0583	\$-	Inactive
AgileThought Costa Rica SA	Banco BAC San José, S.A.	CRC	5709	\$206,695.45	Operating / Payroll
AgileThought Costa Rica SA	Banco BAC San José, S.A.	USD	5626	\$99,796.01	Operating / Payroll

<b>Debtor Entity</b>	<b>Bank Institution</b>	<b>Currency</b>	<b>Account Number (Last 4 Digits)</b>	<b>Balance as of 8/25/2023 (USD)</b>	<b>Purpose</b>
AgileThought Digital Solutions S.A.P.I. de C.V.	Banco Mercantil del Norte, S.A. (BANORTE)	MXN	0791	\$16,689.54	Operating
AgileThought Digital Solutions S.A.P.I. de C.V.	Banco Monex	USD	0598	\$-	Operating
AgileThought Digital Solutions S.A.P.I. de C.V.	Banco Monex	MXN	0596	\$-	Foreign Exchange
AgileThought Digital Solutions S.A.P.I. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	MXN	5249	\$20.79	Operating / Payroll
AgileThought Digital Solutions S.A.P.I. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	USD	7434	\$5.23	Operating
AgileThought Digital Solutions S.A.P.I. de C.V.	Banco Santander (México), S.A.	MXN	9276	\$81,390.04	Operating
AgileThought Digital Solutions S.A.P.I. de C.V.	BBVA México, S.A.	MXN	3085	\$25,253.68	Collections
AgileThought Digital Solutions S.A.P.I. de C.V.	MONEX- Casa de Bolsa (caja de ahorro)	MXN	6451	\$7,783.44	Employee Savings Bank Account
AgileThought Digital Solutions S.A.P.I. de C.V.	Sistema de Transferencias y Pagos STP, S.A. DE C.V.	MXN	1317	\$-	Factoring
AgileThought Mexico, S.A. de C.V.	Banco Santander (México), S.A.	MXN	7249	\$3,593.50	Operating / Payroll
AgileThought Mexico, S.A. de C.V.	Banco Santander (México), S.A.	USD	5177	\$-	Operating



<b>Debtor Entity</b>	<b>Bank Institution</b>	<b>Currency</b>	<b>Account Number (Last 4 Digits)</b>	<b>Balance as of 8/25/2023 (USD)</b>	<b>Purpose</b>
AgileThought Servicios Administrativos, S.A. de C.V.	Banco Santander (México), S.A.	MXN	7251	\$580.40	Operating
AgileThought, Inc.	Banco Monex	USD	1658	\$-	Foreign Exchange
AgileThought, Inc.	Banco Monex	MXN	1656	\$-	Foreign Exchange
AgileThought, Inc.	Bank of America, N.A.	USD	3168	\$466,865.38	Operating
AgileThought, LLC	Bank of America, N.A.	USD	5114	\$1,237,498.61	Operating
AgileThought, LLC	Bank of America, N.A.	USD	5127	\$18,517.07	Payroll
AGS Alpama Global Services Mexico, S.A. de C.V.	Banco Santander (México), S.A.	MXN	4587	\$0.53	Operating
AGS Alpama Global Services USA, LLC	Bank of America, N.A.	USD	2470	\$374.73	Inactive
AGS Alpama Global Services USA, LLC	Bank of America, N.A.	USD	2483	\$993.84	Payroll
AN Data Intelligence, S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	MXN	6267	\$-	Inactive
AN Data Intelligence, S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	USD	4467	\$0.09	Inactive
AN Data Intelligence, S.A. de C.V.	Banco Santander (México), S.A.	MXN	4059	\$291.75	Operating
AN Evolution, S. de R.L. de C.V.	Banco Santander (México), S.A.	MXN	7131	\$-	Inactive
AN Evolution, S. de R.L. de C.V.	Banco Santander (México), S.A.	USD	0662	\$-	Inactive

<b>Debtor Entity</b>	<b>Bank Institution</b>	<b>Currency</b>	<b>Account Number (Last 4 Digits)</b>	<b>Balance as of 8/25/2023 (USD)</b>	<b>Purpose</b>
AN Extend S.A. de C.V.	Banco Monex	USD	7377	\$-	Inactive
AN Extend S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	MXN	8603	\$101.36	Operating
AN Extend S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	USD	4684	\$89.00	Inactive
AN Global LLC	Bank of America, N.A.	MXN	1818	\$-	Operating
AN USA	Bank of America, N.A.	USD	3171	\$-	Inactive
AN USA	Bank of America, N.A.	USD	5593	\$-	Inactive
AN UX, S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	MXN	3777	\$-	Inactive
AN UX, S.A. de C.V.	Banco Santander (México), S.A.	USD	1479	\$-	Inactive
AN UX, S.A. de C.V.	Banco Santander (México), S.A.	MXN	7643	\$409.88	Operating
Anzen Soluciones, S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	MXN	2020	\$845.10	Operating / Payroll
Anzen Soluciones, S.A. de C.V.	Banco Santander (México), S.A.	MXN	3947	\$31,636.67	Operating / Payroll
Anzen Soluciones, S.A. de C.V.	Banco Santander (México), S.A.	USD	0568	\$-	Operating
Cuarto Origen, S. de R.L. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	MXN	6736	\$8.16	Operating

<b>Debtor Entity</b>	<b>Bank Institution</b>	<b>Currency</b>	<b>Account Number (Last 4 Digits)</b>	<b>Balance as of 8/25/2023 (USD)</b>	<b>Purpose</b>
Entrepids Mexico, S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	MXN	1185	\$59.47	Operating
Entrepids Mexico, S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	USD	7463	\$-	Inactive
Facultas Analytics, S.A.P.I. de C.V.	Banco Mercantil del Norte, S.A. (BANORTE)	USD	0962	\$-	Inactive
Facultas Analytics, S.A.P.I. de C.V.	Banco Mercantil del Norte, S.A. (BANORTE)	MXN	9724	\$128.53	Inactive
Facultas Analytics, S.A.P.I. de C.V.	Banco Santander (México), S.A.	MXN	5637	\$4,117.37	Operating
Facultas Analytics, S.A.P.I. de C.V.	Banco Santander (México), S.A.	USD	9865	\$-	Inactive
Faktos Inc, S.A.P.I. de C.V.	Banco Santander (México), S.A.	MXN	0794	\$-	Operating
Faktos Inc, S.A.P.I. de C.V.	Banco Santander (México), S.A.	USD	9055	\$-	Inactive
IT Global Holding LLC	Bank of America, N.A.	USD	4624	\$181,649.89	Operating / Payroll
Tarnow Investment SL	Balanz Capital	EUR	6777	\$-	Foreign Exchange
Tarnow Investment SL	Banco Santander, S.A.	EUR	9107	\$313.34	Operating
AgileThought, S.A.P.I. de C.V.	Bank of America, N.A.	USD	1009	N/A <sup>1</sup>	Operating

---

1. This account was opened on October 12, 2023.

**EXHIBIT B**

**(Blackline)**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

*In re*

AN GLOBAL LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 23-11294 (JKS)

(Jointly Administered)

Re: Docket Nos. 9, 69, 222, & 331 &  
[409](#)

**FOURTH INTERIM/FINAL ORDER (I) AUTHORIZING DEBTORS TO (A) CONTINUE TO MAINTAIN THEIR EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, AND BUSINESS FORMS, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, AND (C) CONTINUE TO PERFORM ORDINARY COURSE INTERCOMPANY TRANSACTIONS; (II) GRANTING ADMINISTRATIVE EXPENSE STATUS TO ORDINARY COURSE POSTPETITION INTERCOMPANY CLAIMS; AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”) for entry of interim and final orders pursuant to sections 105(a), 345, 363(c)(1), 364(a), and 503(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 6003 and 6004(h) of the Federal Rules of Bankruptcy Procedure (the

1. The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number or registration number in the applicable jurisdiction, are: AN Global LLC (5504); AgileThought, Inc. (2509); 4th Source Holding Corp. (9629); 4th Source Mexico, LLC (7552); 4th Source, LLC (7626); AgileThought Brasil-Consultoria Em Tecnologia LTDA (01-42); AgileThought Brasil Servicos de Consultoria Em Software (01-20); AgileThought Costa Rica S.A. (6822); AgileThought Digital Solutions, S.A.P.I. de C.V. (3KR0); AgileThought México S.A. de C.V. (7E46); AgileThought, LLC (7076); AgileThought Servicios Administrativos, S.A. de C.V. (4AG1); AgileThought Servicios México S.A. de C.V. (8MY5); AgileThought, S.A.P.I. de C.V. (No Tax ID); AGS Alpama Global Services USA, LLC (0487); AN Data Intelligence, S.A. de C.V. (8173); AN Extend, S.A. de C.V. (1D80); AN Evolution, S. de R.L. de C.V. (7973); AN USA (5502); AN UX, S.A. de C.V. (7A42); Cuarto Origen, S. de R.L. de C.V. (0IQ9); Entrepids México, S.A. de C.V. (OCYA); Entrepids Technology Inc. (No Tax ID); Facultas Analytics, S.A.P.I. de C.V. (6G37); Faktos Inc., S.A.P.I. de C.V. (3LLA); IT Global Holding LLC (8776); QMX Investment Holdings USA, Inc. (9707); AgileThought Argentina, S.A. (No Tax ID); AGS Alpama Global Services México, S.A. de C.V. (No Tax ID); Tarnow Investment, S.L. (No Tax ID); and Anzen Soluciones, S.A. de C.V. (No Tax ID). The Debtors’ headquarters are located at 222 W. Las Colinas Boulevard, Suite 1650E, Irving, Texas 75039.
2. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion.

“Bankruptcy Rules”), and Rules 2015-2 and 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) (i) authorizing, but not directing, the Debtors to (a) continue to operate their existing cash management system, including maintenance of the Debtors’ existing bank accounts, checks, and business forms, (b) honor certain prepetition obligations related thereto, and (c) continue to perform intercompany transactions in the ordinary course consistent with historical practice; (ii) granting administrative expense priority status to postpetition intercompany claims; and (iii) granting related relief, as more fully set forth in the Motion; and upon consideration of the *Declaration of James S. Feltman, Chief Restructuring Officer of the Debtors, in Support of First Day Relief*; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and due and proper notice of the hearing to consider the relief requested herein (the “Hearing”) having been provided to the Notice Parties; and it appearing that no other or further notice need be provided; and the Court having entered interim orders on the Motion on August 31, 2023 [Docket No. 69]; on October 6, 2023 [Docket No. 222]; ~~and~~ on October 25, 2023 [Docket No. 331]; and on November 6, 2023 [Docket No. 409]; and the legal and factual bases set forth in the Motion establishing just and sufficient cause to grant the relief requested therein; and the relief granted herein being in the best interests of the Debtors, their estates, creditors, and all parties-in-interest; and the Court having held the Hearing with the appearances of interested parties noted in the record of the Hearing; and no objection to the Motion having been filed or

made at the Hearing on the Motion; and upon all of the proceedings before the Court and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein ~~on an interim basis~~.

2. The Debtors are authorized, but not directed, to: (a) continue operating the Cash Management System used prior to the commencement of these Chapter 11 Cases; (b) honor their prepetition obligations related thereto; and (c) continue to perform Intercompany Transactions consistent with historical practice, subject to and in accordance with the terms of this Order.

3. The Debtors are further authorized, but not directed, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on **Exhibit 1** attached hereto, and the guidelines relating to establishing new tax and payroll bank accounts set forth in the UST Guidelines are hereby deemed waived; (b) use, in their present form, any pre-printed correspondence and Business Forms (including checks and letterhead) without reference to the Debtors' status as debtors-in-possession; (c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors-in-possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, ACH transfers, wire transfers, and other debits; and (e) pay any ordinary course Bank Fees incurred in connection with the Bank Accounts, and to otherwise perform their obligations under the documents governing the Bank Accounts; *provided* that once the Debtors' pre-printed correspondence, Business Forms (including letterhead) and existing checks have been used, the Debtors shall, when reordering, require the

designation “Debtor-in-Possession” and the corresponding bankruptcy case number on all such documents.

4. The Banks are authorized to continue to service and administer the Bank Accounts as debtor-in-possession accounts without interruption, and to accept and honor all representations from the Debtors as to which checks, drafts, wires or ACH transfers shall be honored or dishonored consistent with any order(s) of this Court and governing law, whether such checks, drafts, wires or ACH transfers are dated prior to or subsequent to the Petition Date.

5. Each of the Debtors’ Banks is authorized to debit the Debtors’ Bank Accounts in the ordinary course of business without the need for further order of this Court for: (i) all checks drawn on the Debtors’ Bank Accounts which are cashed at such Bank’s counters or exchanged for cashier’s checks by the payees thereof prior to the Petition Date; (ii) all checks or other items deposited in one of the Debtors’ Bank Accounts with such Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (iii) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System.

6. The Banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

7. Those certain existing deposit agreements between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and



the Banks, and that all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect. Either the Debtors or the Banks may, without further Order of this Court, implement changes to the Cash Management System and procedures in the ordinary course of business pursuant to terms of those certain existing deposit agreements, including, without limitation, the opening and closing of bank accounts.

8. The Banks shall implement reasonable handling procedures designed to effectuate the terms of this Order, and if it implements such handling procedures and then honors a prepetition check or other item drawn on any Bank Account that is the subject of this Order either (i) at the direction of the Debtors to honor such prepetition check or item; (ii) in good faith believe that the Court has authorized, or intends to authorize, such prepetition check or item to be honored; or (iii) as a result of an innocent mistake made despite implementation of such handling procedures, the Banks shall not be deemed in violation of this Order or have liability for a prepetition or other item drawn on either Bank Account that is subject to this Order.

9. The Banks are authorized to charge back against the Bank Accounts (i) any returned items drawn or presented against the Bank Accounts, regardless of whether such returned items originated prepetition or postpetition, and (ii) any over-advances, credit balances or other customary fees or expenses on the Bank Accounts that arise in the ordinary course of business, either prepetition or postpetition, in connection with the use and management of such Bank Accounts; *provided, however*, that the Banks shall not be required to make transfers from or honor any draws against any of the Bank Accounts except to the extent of collected funds available in such respective Bank Accounts.

10. The Banks are authorized to (i) continue to charge the Debtors for certain services and other fees, costs, charges and expenses (collectively, the “Bank Fees”) and (ii) charge back returned items, whether such items are dated prior to, on or subsequent to the Petition Date, to the Bank Accounts in the ordinary course, and the Debtors are authorized to pay such fees.

11. Nothing contained herein shall prevent the Debtors from, upon consultation with the DIP Agent and the Official Committee of Unsecured Creditors (the “Committee”), closing any Bank Account(s) or opening any additional bank accounts, as they may deem necessary and appropriate, and any relevant bank is authorized to honor the Debtors’ requests to close or open such Bank Accounts or additional bank accounts, as the case may be; *provided, however*, that the Debtors shall give notice within fifteen (15) days after opening or closing a Bank Account to the U.S. Trustee and the Committee; *provided, further*, that the Debtors shall open any new bank accounts only at banks that have executed a Uniform Depository Agreement with the U.S. Trustee or are willing to immediately execute a Uniform Depository Agreement in the form prescribed by the U.S. Trustee, or use their good-faith reasonable efforts to cause such other banks to execute a Uniform Depository Agreement in a form prescribed by the Office of the U.S. Trustee.

12. The Debtors are authorized, from and after the Petition Date, to continue to engage in Intercompany Transactions in the ordinary course of business, including transactions with Non-Debtor Affiliates; *provided that* the Debtors notify the DIP Agent’s financial advisors one (1) business day in advance of any Intercompany Transaction from any U.S. Debtor to any non-U.S. Debtor or any non-U.S. Non-Debtor Affiliate (other than final payroll for each week, for which notice will be provided two (2) business days in advance, and be accompanied by a reconciliation of the cash on-hand, less any outstanding checks, of the applicable non-U.S.

Debtor against the budgeted cost of such payroll); *provided further*, that Intercompany Transactions by U.S. Debtors to non-U.S. Debtors or non-U.S. ~~Debtor~~Non-Debtor Affiliates may not exceed \$100,000 in the aggregate without the prior written consent of the DIP Agent (provided, however, that to the extent any such Intercompany Transaction by a U.S. Debtor to a non-U.S. Debtor or non-U.S. Non-Debtor Affiliate is included in the then-applicable Projected Daily Cash Flow Schedule or the DIP Budget, the DIP Agent shall be deemed to have consented). All Intercompany Claims arising from postpetition Intercompany Transactions shall be entitled to administrative expense priority status pursuant to section 503(b)(1) of the Bankruptcy Code; *provided, however*, that the Debtors shall maintain detailed records reflecting all transfers of funds, so that all such Intercompany Transactions, including prepetition and postpetition Intercompany Transactions, may be readily ascertained, traced, and recorded properly on applicable accounts. The Debtors shall continue to maintain detailed records in the ordinary course of business reflecting transfers of cash, if any, including Intercompany Transactions, so as to permit all such transactions to be readily ascertained.

13. The requirement in the UST Guidelines that the Debtors establish a specific new bank account for tax payments is waived. ~~To the extent~~

14. Subject to any court order and applicable law, (i) within five (5) days of entry of this Order, the Debtors' ~~time to comply with section 345(b) of the Bankruptcy Code is hereby extended for a period of fourteen (14) days through November 20, 2023 (the "Extension Period"); provided, however, that such extension is without prejudice to the Debtors' right to request a further extension of the Extension Period or the~~ shall sweep as much of their non-restricted moneys as is reasonably practicable from Debtor bank accounts in Mexico, Costa Rica, Argentina and Spain to a domestic UDA bank, taking into account anticipated

disbursements to be made by the Debtors within the three (3) business days after the sweep; and  
(ii) thereafter, the Debtors shall forecast anticipated future disbursements for non-U.S. Debtors in  
three (3) business day intervals and sweep as much of their non-restricted moneys as is  
reasonably practicable from Debtor bank accounts outside of the U.S. within two (2) business  
days thereafter (subject to any bank processing requirements) to the extent that the maximum  
aggregate deposits in the Debtors' bank accounts exceed \$250,000 in Mexico, Costa Rica and  
Argentina in the aggregate, \$50,000 in Spain, and \$800,000 in Brazil on such date; *provided* that  
the Debtors may exceed such amounts on a given day to the extent necessary to fund  
disbursements to bank accounts in Mexico as and when required pursuant to the DIP Budget.  
The Debtors shall maintain all foreign deposits at banks that have a credit rating of not riskier  
than BB. Section 345(b) shall be waived solely as to the Debtors' bank accounts in Mexico,  
Costa Rica, Argentina, Spain and Brazil (and for the avoidance of doubt section 345(b) shall not  
be waived as to the Debtors' bank accounts in the United States, all of which shall be maintained  
at banks that have executed a Uniform Depository Agreement with the United States Trustee for  
the District of Delaware). The Debtors shall maintain as much estate cash as reasonably  
practicable in their United States bank accounts. The Debtors shall provide a statement of bank  
account balances to the U.S. Trustee upon request. The Debtors, the Official Committee of  
Unsecured Creditors, Blue Torch Finance LLC, and AT Holdings Corp. consent to the relief  
provided herein. The U.S. Trustee's consent to relief or waiver of the requirements ~~of~~ imposed  
by section 345(b) ~~in these Chapter 11 Cases.~~ is conditioned on a section 363 sale closing by  
December 31, 2023. If such closing does not occur by December 31, 2023, then the U.S.  
Trustee's consent is deemed withdrawn and any of his objections preserved for hearing before  
the Court on the next available omnibus hearing date.

~~14. The relief granted in this Order is extended to any new bank account opened by the Debtors at the Banks after the date hereof, provided that such new bank account is in compliance with the terms of this Order.~~

15. This Order shall apply to any and all Bank Accounts actually in, or linked to, the Cash Management System, even if such Bank Accounts do not appear on the list attached as Exhibit 1 to this Order. Any and all accounts opened by the Debtors on or after the Petition Date at any Bank shall be deemed a Bank Account (as if it had been opened prior to the Petition Date and listed on Exhibit 1) and any and all Banks at which such accounts are opened shall similarly be subject to the rights and obligations of this Order.

~~16.~~ 16. The Debtors are authorized, but not directed, to continue to perform all of their obligations under the Factoring Agreement in the ordinary course of business; *provided, however,* that, in accordance with the DIP Credit Agreement, the Debtors will not sell or assign more than 15,550,000 Mexican pesos (the approximate equivalent of ~~\$887,000~~905,000 as of November ~~6~~21, 2023) of their receivables to Factoring Corporativo under the Factoring Agreement at any one time during these Chapter 11 Cases. Factoring Corporativo is authorized to continue collecting amounts deposited in the Factoring Account. ~~For the avoidance of doubt, the approval of the Factoring Agreement shall be subject to the entry of a final order.~~

~~17.~~ 17. The Debtors are authorized, but not directed, to continue using their Center® Card in the ordinary course of business. The Center® Card issuing bank is authorized to honor all such charges made on said card *nunc pro tunc* to the Petition Date, whether they are made prior to, on, or subsequent to the Petition Date. The said issuing banks have no duty to inquire as to whether any such charges are authorized by an order of this Court.

~~17~~18. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against a Debtor entity; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of any or all such liens.

~~18~~19. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

~~19~~20. The Debtors are authorized and empowered to take such actions as may be necessary and appropriate to implement the terms of this Order.

~~20~~21. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

~~21. A final hearing to consider the relief requested in the Motion shall be held on November 16, 2023 at 11:00 a.m. (Prevailing Eastern Time) and any objections or responses to the Motion shall be in writing, filed with the Court, and served as to be actually received by (i) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Benjamin Hackman, Esq. (benjamin.a.hackman@usdoj.gov)); (ii) proposed counsel to Debtors;~~

~~(iii) counsel for the DIP Agent, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036-8704, (Attn: Gregg Galardi, Esq. (gregg.galardi@ropesgray.com), Leonard Klingbaum, Esq. (Leonard.Klingbaum@ropesgray.com) and Lindsay Barca, Esq. (lindsay.barca@ropesgray.com)) and Chipman Brown Cicero & Cole, LLP, 1313 N. Market Street Suite 5400, Wilmington, DE 19801 (Attn: Mark L. Desgrosseilliers (desgross@chipmanbrown.com)); and (iv) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 919 N. Market Street, 17<sup>th</sup> Floor, Wilmington, DE 19801 (Attn: Bradford J. Sandler (bsandler@pszjlaw.com), Colin R. Robinson (crobinson@pszjlaw.com), and Cia Mackle (cmackle@pszjlaw.com)) on or prior to **November 13, 2023 at 4:00 p.m. (Prevailing Eastern Time)**.~~