

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

In re

AN GLOBAL LLC, et al.,¹

Debtors.

Chapter 11

Case No. 23-11294 (JKS)

(Jointly Administered)

**THIRD SUPPLEMENTAL ORDER FIXING CURE AMOUNTS FOR
CERTAIN CONTRACTS AND GRANTING RELATED RELIEF**

Upon the third supplemental motion (the “Third Supplemental Motion”)² of the debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”) for entry of an order fixing the amounts required to be paid pursuant to section 365(b)(1) of title 11 of the United States Code (the “Bankruptcy Code”) to satisfy any monetary defaults under the executory contracts and unexpired leases identified on **Exhibit 1** attached hereto and granting related relief, as more fully set forth in the Third Supplemental Motion; and upon consideration of the Third Supplemental Motion and the relief requested therein being a core proceeding pursuant to 28

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); Anzen Soluciones, S.A. de C.V. (No Tax ID); and AgileThought Latam LLC (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 Third Supplemental Motion.



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 Third Supplemental Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and the Court having reviewed the Third Supplemental Motion and having heard the statements in support of the relief requested therein at a hearing before the Court (the “Hearing”); and the Court having determined the relief requested in the Third Supplemental Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that proper and adequate notice of the Third Supplemental Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Third Supplemental Motion is GRANTED.
2. Pursuant to section 365 of the Bankruptcy Code, the proposed Cure Amounts for the Additional Contracts and Leases listed on Exhibit 1 attached hereto are approved.
3. The Counterparties are each deemed to have consented to: (a) the Debtors’ assumption or assumption and assignment of the Additional Contracts and Leases (other than objections related to adequate assurance of future performance by a Successful Bidder other than the Stalking Horse Bidder), and (b) the Cure Amount proposed by the Debtors in the Third Supplemental Motion.
4. The Counterparties shall be forever enjoined and barred from objecting to the ability of the Debtors to assume or assume and assign the Additional Contracts and Leases for any reason, including any that could have been raised under section 365 of the Bankruptcy Code.

5. The Counterparties shall be forever enjoined and barred from seeking any additional amount on account of the Debtors' obligations under section 365 of the Bankruptcy Code, or otherwise, from the Debtors, their estates, or the Successful Bidder; *provided, however*, that nothing herein shall preclude a Counterparty from seeking satisfaction of administrative expense claims relating to the period after the Petition Date.

6. Nothing in the Third Supplemental Motion or this Third Supplemental Order shall prohibit the Debtors from filing one or more motions to reject, assume, assume and assign, or cure executory contracts and unexpired leases.

7. Nothing herein shall be construed as a concession or evidence that a Contract or Lease has expired, been terminated, or is otherwise not currently in full force and effect. The Debtors' rights with respect thereto are reserved, including the Debtors' rights to seek a later determination of such matters and to dispute the validity, status, characterization, or enforceability of such Contract or Lease and any claims related thereto. The Debtors do not waive any claims they may have against any Counterparties, regardless of whether such claims relate to the Contract(s) or Lease(s) between the Debtors and such Counterparty. The Debtors' rights to amend or supplement **Exhibit 1** attached hereto, or to take other action as is necessary and appropriate to avoid overpayment or duplicate payments for the Cure Amounts, are reserved.

8. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Third Supplemental Order shall be deemed: (a) an admission as to the validity, priority, or character 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 Third Supplemental Order or the Third Supplemental Motion; (e) a request or authorization to assume,

reject, or assume and assign 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; (g) an admission that any Contract or Lease is executory or unexpired; or (h) otherwise prejudicial to the Debtors' rights to contest any amount claimed to be due by any person or entity, including the amounts owed to a Counterparty.

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

10. Notwithstanding the relief granted herein and any actions taken pursuant hereto, nothing herein shall create, nor is intended to create, any rights in favor of, or that enhance the status of, any claim held by any person or entity.

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

Dated: February 29th, 2024
Wilmington, Delaware


J. KATE STICKLES
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Additional Contract and Lease List

In re AN Global LLC et al., Case No. 23-11294 (JKS)

Third Supplemental Cure List

[1] Includes Amendments, Renewals and SOWs

Count	Counterparty	Cure Amount (\$)	Debtor Entity	Description ¹	Execution Date
1	Bradescard Mexico S de RL	-	AgileThought SAPI de CV	Master Service Agreement	11/2/2023
2	COMDATA	-	AgileThought US LLC	Center Card	
3	CORPORATIVO PRISMA, BANCA MIFEL, S.A.	-	AgileThought SAPI de CV	Lease Agreement	10/16/2023
4	De la Parra Enriquez y Asociados SC	-	AgileThought Digital Solutions, S.A.P.I. de C.V. Anzen Soluciones SA de CV	Engagement Letter for Social Security Audit	1/1/2023
5	Dell Leasing Mexico S De CV	-	AgileThought Digital Solutions, S.A.P.I. de C.V.	Computer Leasing in Mexico	10/1/22, 9/1/22, 1/1/23
6	Elizabeth Del Carmen Roldan	-	AgileThought Digital Solutions, SAPI de CV	Hardware and access points license for internet	8/18/2022
7	Infra, SA de CV	-	AgileThought Digital Solutions, SAPI de CV	Service Agreement	9/29/2023
8	Inmobiliaria Kaza Para Todos SA De SV	-	AgileThought Digital Solutions, S.A.P.I. de C.V.	Employee Loans	
9	IW Services, SA de CV	-	AgileThought SAPI de CV	Service Agreement	1/1/2023
10	Megacable De Mexico Sa De Cv	-	AgileThought Digital Solutions, S.A.P.I. de C.V.	Phone	10/24/2023
11	Metro Net Hosting, S. De R.L. De C.V.	-	AgileThought Digital Solutions, S.A.P.I. de C.V.	IT Information Hosting	4/4/2022
12	Miguel Angel Osorio Flores	-	AgileThought Digital Solutions, S.A.P.I. de C.V.	Consultant Service Agreement	6/1/2023
13	Mikonos	-	AgileThought SAPI de CV	Cleaning Service Agreement	11/14/2023
14	Multikard de Mexico SA de CV	-	AgileThought SAPI de CV	Employee Loans	10/19/2023
15	Pluxee Mexico SA de CV	-	AgileThought SAPI de CV	Service Agreement	1/1/2023
16	Qualitas Compañía de Seguros, S.A. de C.V.	-	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Services Agreement	5/1/2023
17	Qualitas Compañía de Seguros, S.A. de C.V.	-	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Services Agreement	5/4/2023
18	Qualitas Salud, SA de CV	-	AgileThought Digital Solutions, SAPI de CV	Master Services Agreement	9/1/2023
19	Regus Management Espana	-	Tarnow Investment, S.L.	Virtual Office Lease Agreement	12/1/2023
20	USG Mexico, S.A. de C.V.	-	AgileThought Digital Solutions, S.A.P.I. de C.V.	Service Agreement	9/14/2023
21	Workiva Inc	(8,506)	AgileThought US LLC	Finance and Accounting Software Services	7/2/2022