

**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)

Objection Deadline: June 13, 2024 at 4:00 p.m. (ET)

Hearing Date: July 9, 2024 at 11:00 a.m. (ET)

**DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) RETROACTIVELY
EXTENDING THE FINAL MATURITY DATE OF THE DIP CREDIT AGREEMENT
AND (II) GRANTING RELATED RELIEF**

The debtors and debtors in possession (the “Debtors”) in the above captioned chapter 11 cases (these “Chapter 11 Cases”), by and through their undersigned counsel, hereby file this motion (the “Motion”) for entry of an order, pursuant to sections 105, 361, 362, 363(c), 364, and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) and rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and rule 4001-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), retroactively extending the Final Maturity

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, LLC (7626); AgileThought Brasil Servicos de Consultoria Em Software (01-20); AgileThought Digital Solutions, S.A.P.I. de C.V. (3KR0); AgileThought México S.A. de C.V. (7E46); AgileThought, LLC (7076); AGS Alpama Global Services USA, LLC (0487); AN Extend, S.A. de C.V. (1D80); AN Evolution, S. de R.L. de C.V. (7973); 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); 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); 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.



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Date² of the DIP Credit Agreement until the earliest of (a) August 31, 2024 or, if such day is not a Business Day, the preceding Business Day, (b) the effective date of a Plan of Reorganization that has been confirmed by an order of the Bankruptcy Court, (c) the date the Bankruptcy Court converts any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code, (d) the date the Bankruptcy Court dismisses the last remaining of the of the Chapter 11 Cases, or (e) such earlier date on which the Obligations shall become due and payable by acceleration or otherwise in accordance with the terms of the DIP Credit Agreement and the other Loan Documents (the “Extended Maturity Date”) and authorizing the Debtors to enter into the Sixth Amendment (as defined below). In support of this Motion, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference of the United States District Court for the District of Delaware*, dated as of February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue for this matter is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Senior Secured Priming Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to the Prepetition IL Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [Docket No. 447] (the “DIP Order”).

2. The statutory and legal predicates for the relief requested herein is §§ 105, 361, 362, 363(c), 364 and 507 of the Bankruptcy Code.

BACKGROUND

3. On August 28, August 29, September 1, and October 6 (as applicable, the “Petition Date”), the Debtors commenced these Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. On September 7, 2023, the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed an official committee of unsecured creditors (the “Committee”) [Docket No. 88]. No request has been made for the appointment of a trustee or examiner.

5. On the August 28, 2023, the Debtors filed the *Debtors’ Motion for Entry of Interim and Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Senior Secured Priming Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to the Prepetition 1L Secured Parties, (IV) Modifying the Automatic Stay, and (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 12] (the “DIP Motion”).

6. On November 17, 2023, the Court entered the DIP Order, which authorized the Debtors to, among other things, obtain DIP Financing from the DIP Lenders pursuant to the DIP Credit Agreement. *See* DIP Order at ¶ 6. Paragraph 21 of the DIP Order provides that the occurrence of the Final Maturity Date pursuant to the Credit Agreement is a Termination Event under the DIP Order.

7. Pursuant to the DIP Credit Agreement, Final Maturity Date is defined as the earliest to occur of several events including the dismissal of any of the Debtors' Chapter 11 Cases. That in turn caused there to be a Termination Event under the DIP Order. See DIP Order at ¶ 21.³

8. On February 29, 2024, this Court entered an *Order Granting Debtors' Motion Approving the Dismissal of the Debtors' Cases, and Granting Related Relief* [Docket No. 776]. Thus, as a technicality there has been a Final Maturity Date for the Credit Agreement and a Termination Event for the DIP Order.

9. The parties continue to work hard to come to a final closing for the asset transfers in these Chapter 11 Cases. To date there have been two incremental closings. See *Notice of (I) First Closing of Sale of the Debtors' Assets and (II) Filing of Schedules of Assigned Contracts for First Closing* filed on January 3, 2024 [Docket No. 602] and *Notice of (I) Second Closing of Sale of the Debtors' Assets and (II) Filing of Schedules of Assigned Contracts for Second Closing* [Docket No. 849]. Based on the expected timing of certain customer consents, the Debtors and the Purchaser are targeting a final closing to occur in July of 2024.

10. Because the final closing is taking longer to complete than originally contemplated, the Debtors need the Credit Agreement and the DIP Order to also stay in place and operative. To that end, the Debtors and the DIP Lenders have agreed to revise the definition of Final Maturity Date to match the current circumstances of the Chapter 11 Cases. As such, the Debtors and the DIP Lenders have agreed to enter into an amendment to the DIP Credit Agreement in the form attached hereto as **Exhibit B** (the "Sixth Amendment") to revise the definition of "Final Maturity Date" to be:

³ The Final Maturity Date also included the following events, the date of November 27, 2023; and fifty-six (56) days after entry of the Interim DIP Order (which was October 25, 2023). Based on the entry of the DIP Order after October 25, 2023 and that closing was anticipated to occur after November 30, 2023, the Debtors believe those milestones were implicitly waived.

the earliest of (a) August 31, 2024 or, if such day is not a Business Day, the preceding Business Day, (b) the effective date of a Plan of Reorganization that has been confirmed by an order of the Bankruptcy Court, (c) the date the Bankruptcy Court converts any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code, (d) the date the Bankruptcy Court dismisses the last remaining of the of the Chapter 11 Cases, or (e) such earlier date on which the Obligations shall become due and payable by acceleration or otherwise in accordance with the terms of this Agreement and the other Loan Documents.

With this extension of the Final Maturity Date, the Debtors will have continued access to use of funds required to continue these Chapter 11 Cases and the DIP Lenders will continue to receive the protections and benefits for which it bargained as a condition to lending funds and consenting to the use of cash collateral. Other than as expressly detailed in this Motion and the Sixth Amendment, the DIP Order and DIP Documents remain unchanged and will remain in full force and effect.

RELIEF REQUESTED

11. By this Motion, the Debtors, with approval of the DIP Lenders and the DIP Agent, request that the Court enter the Proposed Order (i) extending the Maturity Date of the Credit Agreement and authorizing the Debtors to enter into the Sixth Amendment, and (ii) granting related relief.

BASIS FOR RELIEF

12. The DIP Credit Agreement, as currently drafted, has expired by reason of the Final Maturity Date having occurred. Despite the substantial progress made in these Chapter 11 Cases, including the dismissal of certain of the original cases, the Chapter 11 Cases will have to continue for the foreseeable future. In turn, that creates a Termination Event under the DIP Order. The end result is uncertainty for the Debtors about continued access to funds and authority to make the disbursements contemplated by the DIP Order. Further, it unnecessarily creates a cloud over the protections and benefits afforded to the DIP Lenders pursuant to the DIP Order.

13. Such a situation poses unneeded complications for these Chapter 11 Cases at a time when the parties are working very hard to consummate a final closing on the Debtors' assets.

14. As such, and in an abundance of caution, the Debtors seek entry of the Proposed Order, retroactively extending the Final Maturity Date through the Extended Maturity Date.

NOTICE

15. Notice of the hearing of this Motion shall be provided to: (i) the U.S. Trustee for the District of Delaware; (ii) counsel to the Committee; (iii) counsel for Blue Torch Finance LLC, as the administrative agent for the Prepetition 1L Lenders and the DIP Lenders; (iv) counsel for GLAS Americas LLC, as the administrative agent for the 2L Lenders; (v) Exitus Capital, S.A.P.I. de C.V.; (vi) Monroe Capital Management Advisors, LLC, as administrative agent for the Prior 1L Lenders; (vii) AGS Group LLC; and (viii) all parties that have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002.

CONCLUSION

WHEREFORE, the Debtors respectfully request the Court enter the Proposed Order extending the Final Maturity Date through and including the Extended Maturity Date, authorizing the Debtors to enter into the Sixth Amendment, and grant such further relief as may be just and proper.

Dated: May 30, 2024
Wilmington, Delaware

Respectfully submitted,

/s/ R. Stephen McNeill

Jeremy W. Ryan (No. 4057)

R. Stephen McNeill (No. 5210)

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Counsel for the Debtors and Debtors-in-Possession

**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)

Hearing Date: July 9, 2024 at 11:00 a.m. (ET)

Obj. Deadline: June 13, 2024 at 4:00 p.m. (ET)

**NOTICE OF DEBTORS' MOTION FOR ENTRY OF AN ORDER
(I) RETROACTIVELY EXTENDING THE FINAL MATURITY DATE OF
THE DIP CREDIT AGREEMENT; AND (II) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *Debtors' Motion for Entry of an Order (I) Retroactively Extending the Final Maturity Date of the DIP Credit Agreement; and (II) Granting Related Relief* (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that objections to the Motion, if any, must be in writing, filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 North Market Street, Wilmington, Delaware 19801, and served upon and received by the following parties on or before **June 13, 2024 at 4:00 p.m. (ET)** (the "Objection Deadline"): (a) counsel to the Debtors, Hughes Hubbard & Reed LLP, One Battery Park Plaza, 16th Floor,

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, LLC (7626); AgileThought Brasil Servicos de Consultoria Em Software (01-20); AgileThought Digital Solutions, S.A.P.I. de C.V. (3KR0); AgileThought México S.A. de C.V. (7E46); AgileThought, LLC (7076); AGS Alpama Global Services USA, LLC (0487); AN Extend, S.A. de C.V. (1D80); AN Evolution, S. de R.L. de C.V. (7973); 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); 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); 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.

New York, NY 10004 (Attn: Kathryn A. Coleman, Esq. (katie.coleman@hugheshubbard.com) and Christopher Gartman, Esq. (chris.gartman@hugheshubbard.com); (b) co-counsel to the Debtors, Potter Anderson & Corroon LLP, 1313 North Market Street, Sixth Floor, P.O. Box 951, Wilmington, Delaware 19801 (Attn: Jeremy W. Ryan, Esq. (jryan@potteranderson.com)); (c) counsel to the Agent and Stalking Horse Bidder, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036-8704 (Attn: Gregg M. Galardi (Gregg.Galardi@ropesgray.com), Robb Tretter (Robb.Tretter@ropesgray.com), and Leonard Klingbaum (Leonard.Klingbaum@ropesgray.com)); (d) co-counsel to the Agent and Stalking Horse Bidder, Chipman Brown Cicero & Cole, LLP, 1313 N. Market Street Suite 5400, Wilmington, DE 19801 (Attn: Mark L. Desgrosseilliers (desgross@chipmanbrown.com)); (e) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Benjamin Hackman, Esq. (benjamin.a.hackman@usdoj.gov)); and (f) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 919 N. Market St., Wilmington, DE 19801 (Attn: Bradford J. Sandler, Esq. (bsandler@pszjlaw.com)).

PLEASE TAKE FURTHER NOTICE that, if any objections to the Motion are received, the Motion and such objections shall be considered at a hearing before the Honorable J. Kate Stickles at the Bankruptcy Court, 824 Market Street, 5th Floor, Courtroom No. 6, Wilmington, Delaware 19801 on **July 9, 2024 at 11:00 a.m. (ET)**.

IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: May 30, 2024
Wilmington, Delaware

Respectfully submitted,

/s R. Stephen McNeill

Jeremy W. Ryan (No. 4057)

R. Stephen McNeill (No. 5210)

Gregory J. Flasser (No. 6154)

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Counsel for the Debtors and Debtors in Possession

Exhibit A

Proposed Order

**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)

Re: Docket Nos. 447 & __

**ORDER (I) RETROACTIVELY EXTENDING THE FINAL MATURITY DATE
OF THE DIP CREDIT AGREEMENT AND (II) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of an Order (I) Retroactively Extending the Final Maturity Date of the DIP Credit Agreement, and (II) Granting Related Relief* (the "Motion")² for entry of this order (the "Order"), pursuant to sections 105, 361, 362, 363(c), 364, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001 and 9014, and Local Rules 4001-2 and 9013-1(k), and granting further relief; the Court having considered the Motion; and it appearing that approval of the relief requested in the Motion is necessary to the Debtors and is otherwise fair and reasonable and in the best interests of the Debtors, their creditors and estates, and all other parties in interest; and essential for the continued operation of the Debtors' business; and all objections, if any to the entry of this Order having been withdrawn, resolved or overruled by the Court; and for good and sufficient cause appearing therefor:

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, LLC (7626); AgileThought Brasil Servicos de Consultoria Em Software (01-20); AgileThought Digital Solutions, S.A.P.I. de C.V. (3KR0); AgileThought México S.A. de C.V. (7E46); AgileThought, LLC (7076); AGS Alpama Global Services USA, LLC (0487); AN Extend, S.A. de C.V. (1D80); AN Evolution, S. de R.L. de C.V. (7973); 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); 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); 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 used, but not otherwise defined herein shall have the meaning given to them in the Motion.

IT IS HEREBY ORDERED, DETERMINED AND DECREED THAT:

1. The Motion is **GRANTED**, as set forth herein.

2. The Debtors are authorized to enter into the Sixth Amendment to the DIP Credit Agreement which amends the Credit Agreement by amending the definition of Final Maturity Date to read as follows:

‘Final Maturity Date’ means earliest of (a) August 31, 2024 or, if such day is not a Business Day, the preceding Business Day, (b) the effective date of a Plan of Reorganization that has been confirmed by an order of the Bankruptcy Court, (c) the date the Bankruptcy Court converts any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code, (d) the date the Bankruptcy Court dismisses the last remaining of the of the Chapter 11 Cases, or (e) such earlier date on which the Obligations shall become due and payable by acceleration or otherwise in accordance with the terms of the DIP Credit Agreement and the other Loan Documents

3. The Debtors are hereby expressly authorized and empowered to execute and deliver and, on such execution and delivery, directed to perform under the Sixth Amendment, which is hereby approved and incorporated herein by reference.

4. Except as otherwise expressly provided herein each provision of the DIP Order and the DIP Documents shall remain unchanged and in full force and effect, as amended through the Sixth Amendment.

5. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

6. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Exhibit B

Sixth Amendment

**AMENDMENT NO. 6
TO SENIOR SECURED SUPERPRIORITY PRIMING
DEBTOR-IN-POSSESSION FINANCING AGREEMENT**

AMENDMENT NO. 6 TO SENIOR SECURED SUPERPRIORITY PRIMING DEBTOR-IN-POSSESSION FINANCING AGREEMENT, dated as of May 30, 2024 (this "Amendment"), to the Senior Secured Superpriority Priming Debtor-In-Possession Financing Agreement, dated as of August 30, 2023 (as amended by that certain Amendment No. 1 to Senior Secured Superpriority Priming Debtor-In-Possession Financing Agreement, dated as of October 5, 2023, that certain Amendment No. 2 to Senior Secured Superpriority Priming Debtor-In-Possession Financing Agreement, dated as of October 10, 2023, that certain Amendment No. 3 to Senior Secured Superpriority Priming Debtor-In-Possession Financing Agreement, dated as of October 25, 2023, that certain Amendment No. 4 to Senior Secured Superpriority Priming Debtor-In-Possession Financing Agreement, dated as of November 8, 2023, that certain Amendment No. 5 to Senior Secured Superpriority Priming Debtor-In-Possession Financing Agreement, dated as of December 20, 2023, and as amended by this Amendment, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global, LLC, a Delaware limited liability company ("the Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

WHEREAS, the Loan Parties have requested that the Agents and the Required Lenders amend certain terms and conditions of the Financing Agreement; and

WHEREAS, the Agents and the Required Lenders are willing to amend such terms and conditions of the Financing Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. All terms used herein that are defined in the Financing Agreement and not otherwise defined herein shall have the meanings assigned to them in the Financing Agreement.

2. Amendment. Section 1.01 of the Financing Agreement is hereby amended by amending and restating the definition of "Final Maturity Date" as follows:

“Final Maturity Date” means the earliest of (a) August 31, 2024 or, if such day is not a Business Day, the preceding Business Day, (b) the effective date of a Plan of Reorganization that has been confirmed by an order of the Bankruptcy Court, (c) the date the Bankruptcy Court converts any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code, (d) the date

the Bankruptcy Court dismisses the last remaining of the of the Chapter 11 Cases, or (e) such earlier date on which the Obligations shall become due and payable by acceleration or otherwise in accordance with the terms of this Agreement and the other Loan Documents.”

3. Representations and Warranties. Each Loan Party hereby represents and warrants to the Agents and the Lenders as follows:

(a) Representations and Warranties; No Event of Default. After giving effect to this Amendment, (i) the representations and warranties herein, in Article VI of the Financing Agreement and in each other Loan Document on or immediately prior to the Amendment No. 6 Effective Date, are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to “materiality” or “Material Adverse Effect” in the text thereof, which representations and warranties are true and correct in all respects subject to such qualification) on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to “materiality” or “Material Adverse Effect” in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date), and (ii) no Default or Event of Default has occurred and is continuing as of the Amendment No. 6 Effective Date or would result from this Amendment becoming effective in accordance with its terms.

(b) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or limited partnership duly organized or incorporated, validly existing and in good standing under the laws of the state or jurisdiction of its organization or incorporation, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and to execute and deliver this Amendment, and to consummate the transactions contemplated by this Amendment, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and in good standing could not reasonably be expected to have a Material Adverse Effect.

(c) Authorization, Etc. The execution and delivery by each Loan Party of this Amendment and the performance by it of the Financing Agreement, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable Requirement of Law or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties.

(d) Enforceability of Loan Documents. This Amendment and the Financing Agreement is and will be a legal, valid and binding obligation of each Loan Party, enforceable against such Loan Party in accordance with its terms.

(e) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due

execution, delivery and performance by any Loan Party of this Amendment other than those which have been provided or obtained on or prior to the Amendment No. 6 Effective Date.

4. Conditions to Effectiveness. This Amendment shall become effective only upon satisfaction in full, in a manner satisfactory to the Agents, of the following conditions precedent (the first date upon which all such conditions shall have been satisfied being referred to herein as the “Amendment No. 6 Effective Date”):

(a) Payment of Fees, Etc. The Borrower shall have paid on or before the date hereof, all fees, costs, expenses and taxes then payable, if any, pursuant to Section 2.07 or 12.04 of the Financing Agreement.

(b) Representations and Warranties. After giving effect to this Amendment, the representations and warranties contained in this Amendment and in Article VI of the Financing Agreement and in each other Loan Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to “materiality” or “Material Adverse Effect” in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the Amendment No. 6 Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to “materiality” or “Material Adverse Effect” in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date).

(c) No Default; Event of Default. No Default or Event of Default shall have occurred and be continuing on the Amendment No. 6 Effective Date or result from this Amendment becoming effective in accordance with its terms.

(d) Delivery of Documents. The Agents shall have received on or before the Amendment No. 6 Effective Date, this Amendment, duly executed by the Loan Parties, each Agent and the Required Lenders, in form and substance satisfactory to the Agents.

5. Continued Effectiveness of the Financing Agreement and Other Loan Documents. Each Loan Party hereby (a) acknowledges and consents to this Amendment, (b) confirms and agrees that the Financing Agreement and each other Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, except that on and after the Amendment No. 6 Effective Date, all references in any such Loan Document to “the Financing Agreement”, the “Agreement”, “thereto”, “thereof”, “thereunder” or words of like import referring to the Financing Agreement shall mean the Financing Agreement as amended by this Amendment, and (c) confirms and agrees that, to the extent that any such Loan Document purports to assign or pledge to the Collateral Agent, for the benefit of the Agents and the Lenders, or to grant to the Collateral Agent, for the benefit of the Agents and the Lenders, a security interest in or Lien on any Collateral as security for the Obligations of the Loan Parties from time to time existing in respect of the Financing Agreement and the other Loan Documents, such pledge, assignment and/or grant of the security interest or Lien is hereby ratified and confirmed in all respects. This Amendment does not and shall not affect any of the obligations of the Loan Parties, other than as expressly provided herein, including, without limitation, the Loan Parties’ obligations to repay the Term Loans in accordance with the

terms of Financing Agreement or the obligations of the Loan Parties under any Loan Document to which they are a party, all of which obligations shall remain in full force and effect. Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Agent or any Lender under the Financing Agreement or any other Loan Document nor constitute a waiver of any provision of the Financing Agreement or any other Loan Document.

6. No Representations by Agents or Lenders. Each Loan Party hereby acknowledges that it has not relied on any representation, written or oral, express or implied, by any Agent or any Lender, other than those expressly contained herein, in entering into this Amendment.

7. No Novation. Nothing herein contained shall be construed as a substitution or novation of the Obligations outstanding under the Financing Agreement or instruments securing the same, which shall remain in full force and effect, except as modified hereby. Each Loan Party further acknowledges that the amendments contained herein are not indications of promises by the Agent or any Lender to provide any further waivers or amendments, and each Loan Party understands that the Agents and the Lenders shall have no obligation to grant any waivers or amendments in the future.

8. Further Assurances. The Loan Parties shall execute any and all further documents, agreements and instruments, and take all further actions, as may be required under applicable Requirements of Law or as any Agent may reasonably request, in order to effect the purposes of this Amendment.

9. Miscellaneous.

(a) This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by telecopier or electronic mail shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telecopier or electronic mail also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

(b) Section and paragraph headings herein are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(c) Except to the extent superseded by the Bankruptcy Code, this Amendment and the rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with the internal laws of the State of New York (including, without limitation, Section 5-1401 of the General Obligations Law of the State of New York).

(d) Each Loan Party hereby acknowledges and agrees that this Amendment constitutes a “Loan Document” under the Financing Agreement. Accordingly, it shall be an immediate Event of Default under the Financing Agreement if (i) any representation or warranty made by any Loan Party under or in connection with this Amendment shall have been incorrect in any material respect (or in any respect if such representation or warranty is qualified or modified as to materiality of “Material Adverse Effect” in the text thereof) when made or deemed made, or (ii) any Loan Party shall fail to perform or observe any term, covenant or agreement contained in this Amendment.


(e) Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

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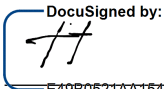
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date set forth on the first page hereof.

BORROWER:

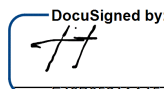
AN GLOBAL LLC

By:  _____
Name: James Feltman
Title: Chief Restructuring Officer

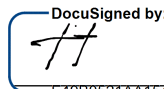
AGS ALPAMA GLOBAL SERVICES
USA, LLC
By: QMX Investment Holdings USA, Inc.,
as sole member

By:  DocuSigned by:
E49B0521AA154E7...
Name: James Feltman
Title: Chief Restructuring Officer

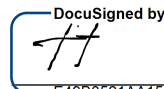
QMX INVESTMENT HOLDINGS USA,
INC.

By:  DocuSigned by:
E49B0521AA154E7...
Name: James Feltman
Title: Chief Restructuring Officer

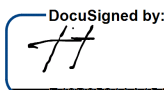
AN USA

By:  DocuSigned by:
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Name: James Feltman
Title: Chief Restructuring Officer


4TH SOURCE MEXICO, LLC
By: 4th Source, LLC, as sole member

By:  DocuSigned by:
E49B0521AA154E7...
Name: James Feltman
Title: Chief Restructuring Officer


ENTREPIDS TECHNOLOGY INC.

By:  DocuSigned by:
E49B0521AA154E7...
Name: James Feltman
Title: Chief Restructuring Officer


AGILETHOUGHT DIGITAL
SOLUTIONS, S.A.P.I. DE C.V.

By:  DocuSigned by:
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Name: James Feltman
Title: Chief Restructuring
Officer


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Name: James Feltman
Title: Chief Restructuring
Officer

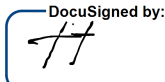
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C.V.

By:  DocuSigned by:
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Name: James Feltman
Title: Chief Restructuring
Officer

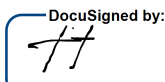
AGILETHOUGHT BRASIL-
CONSULTORIA EM TECNOLOGIA
LTDA

By:  DocuSigned by:
E49B0521AA154E7...
Name: James Feltman
Title: Chief Restructuring
Officer


AGILETHOUGHT BRASIL
SERVICIOS DE CONSULTORIA EM
SOFTWARE LTDA

By:  DocuSigned by:
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Name: James Feltman
Title: Chief Restructuring
Officer

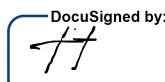
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Name: James Feltman
Title: Chief Restructuring
Officer

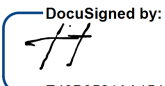
AGILETHOUGHT SERVICIOS
ADMINISTRATIVOS, S.A. DE C.V.

By:  DocuSigned by:
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Name: James Feltman
Title: Chief Restructuring
Officer

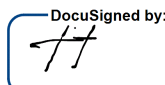
AGILETHOUGHT SERVICIOS
MÉXICO, S.A. DE C.V.

By:  DocuSigned by:
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Name: James Feltman
Title: Chief Restructuring
Officer

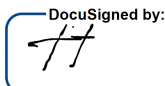
AN DATA INTELLIGENCE, S.A. DE C.V.

By: 
Name: James Feltman
Title: Chief Restructuring Officer

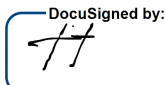
AN EXTEND, S.A. DE C.V.

By: 
Name: James Feltman
Title: Chief Restructuring Officer

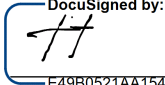
AN EVOLUTION, S. DE R.L. DE C.V.

By: 
Name: James Feltman
Title: Chief Restructuring Officer

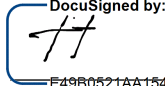
AN UX, S.A. DE C.V.

By: 
Name: James Feltman
Title: Chief Restructuring Officer

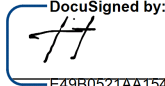
CUARTO ORIGEN, S. DE R.L. DE C.V.

By: 
Name: James Feltman
Title: Chief Restructuring
Officer

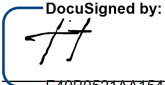
ENTREPIDS MÉXICO, S.A. DE C.V.

By: 
Name: James Feltman
Title: Chief Restructuring
Officer

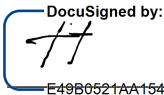
FACULTAS ANALYTICS, S.A.P.I. DE
C.V.

By: 
Name: James Feltman
Title: Chief Restructuring
Officer

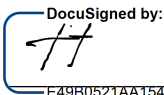
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By: 
Name: James Feltman
Title: Chief Restructuring
Officer

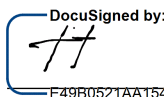
TARNOW INVESTMENT, S.L.

By:  DocuSigned by:
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Name: James Feltman
Title: Chief Restructuring Officer

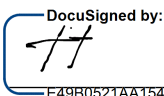
AGS ALPAMA GLOBAL SERVICES
MÉXICO, S.A. DE C.V.

By:  DocuSigned by:
E49B0521AA154E7...
Name: James Feltman
Title: Chief Restructuring Officer

AGILETHOUGHT ARGENTINA, S.A.

By:  DocuSigned by:
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Name: James Feltman
Title: Chief Restructuring Officer

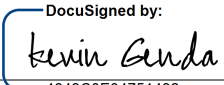
ANZEN SOLUCIONES, S.A. DE C.V.

By:  DocuSigned by:
E49B0521AA154E7...
Name: James Feltman
Title: Authorized Person

COLLATERAL AGENT AND ADMINISTRATIVE AGENT:

BLUE TORCH FINANCE LLC, as Collateral Agent and Administrative Agent

By: Blue Torch Capital LP, its managing member

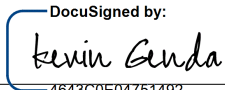
By:  DocuSigned by:
Name: Kevin Genda
Title: CEO

LENDERS:

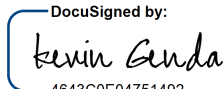
**BLUE TORCH CREDIT OPPORTUNITIES
FUND II LP**

By: Blue Torch Credit Opportunities GP II LLC, its
general partner

By: KPG BTC Management LLC, its sole member

By: 
Name: Kevin Genda
Title: Managing Member

**SWISS CAPITAL BTC OL PRIVATE DEBT
FUND L.P.**

By: 
Name: Kevin Genda in his capacity as
authorized signatory of Blue Torch Capital
LP, as agent and attorney-in-fact for Swiss
Capital BTC OL Private Debt Fund L.P.

**BLUE TORCH CREDIT OPPORTUNITIES
FUND III LP**

By: Blue Torch Credit Opportunities GP III LLC, its
general partner

By: KPG BTC Management LLC, its sole member


By: 
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SBAF FUND LLC

By: Blue Torch Credit Opportunities SBAF Fund LP, its sole member

By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner

By: KPG BTC Management LLC, its sole member

By: 
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS KRS FUND LLC

By: Blue Torch Credit Opportunities KRS Fund LP, its sole member

By: Blue Torch Credit Opportunities KRS GP LLC, its general partner


By: KPG BTC Management LLC, its sole member

By: 
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES SBAF FUND LP

By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner

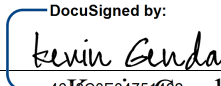
By: KPG BTC Management LLC, its sole member

By: 
Name: Kevin Genda
Title: Managing Member

**BLUE TORCH CREDIT OPPORTUNITIES
KRS FUND LP**

By: Blue Torch Credit Opportunities KRS GP LLC,
its general partner

By: KPG BTC Management LLC, its sole member

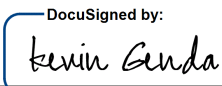
By: 
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND III LLC

By: Blue Torch Offshore Credit Opportunities Master
Fund III LP, its sole member

By: Blue Torch Offshore Credit Opportunities GP III
LLC, its general partner

By: KPG BTC Management LLC, its managing
member

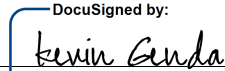
By: 
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SC FUND LLC

By: Blue Torch Credit Opportunities SC Master Fund LP, its sole member

By: Blue Torch Credit Opportunities SC GP LLC, its general partner

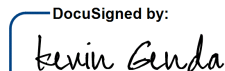
By: KPG BTC Management LLC, its sole member

By: 
Name: Kevin Genda
Title: Managing Member

BLUE TORCH OFFSHORE CREDIT OPPORTUNITIES MASTER FUND II LP

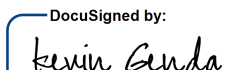
By: Blue Torch Offshore Credit Opportunities GP II LP, its general partner

By: KPG BTC Management LLC, its sole member

By: 
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP


A SEGREGATED PORTFOLIO OF SWISS CAPITAL PRIVATE DEBT (OFFSHORE) FUNDS SPC

By: 
Name: Kevin Genda
Title: Authorized Signatory of Blue Torch Capital LP in its capacity as investment manager to SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP

**BLUE TORCH OFFSHORE CREDIT
OPPORTUNITIES MASTER FUND III LP**

By: Blue Torch Offshore Credit Opportunities GP
III LP, its general partner

By: KPG BTC Management LLC, its managing
member

By:  DocuSigned by:
4643C0E04751492...

Name: Kevin Genda
Title: Managing Member