

**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)

**SUPPLEMENTAL NOTICE OF POSSIBLE ASSUMPTION AND ASSIGNMENT
WITH RESPECT TO EXECUTORY CONTRACTS AND
UNEXPIRED LEASES OF THE DEBTORS**

PLEASE TAKE NOTICE THAT:

The above-captioned debtors and debtors-in-possession (the “Debtors”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), on August 28, August 29, September 1, and October 6, 2023 (as applicable) with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). The Debtors are seeking to assume and assign certain of their executory contracts and unexpired leases in connection with the sale (the “Sale”) of all or substantially all of their assets (the “Assets”), free and clear of all liens, claims, interests, and encumbrances other than assumed liabilities and permitted encumbrances. In connection with the Sale, the Debtors have entered into an Asset Purchase Agreement dated as of October 4, 2023 (the “Stalking Horse APA”) with AT Holdings Corp. (the “Stalking Horse Bidder”), subject to the Debtors’ acceptance of higher or otherwise better offers in accordance with the Bidding Procedures.

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.



By order, dated September 25, 2023 [Docket No. 132] (the “Bidding Procedures Order”),² the Bankruptcy Court approved certain relief requested in the related motion [Docket No. 72] (the “Bidding Procedures Motion”), and certain “Bidding Procedures” that govern the Sale of the Assets to the highest or otherwise best bidders. Copies of the Bidding Procedures Motion, the Bidding Procedures Order, the Bidding Procedures and the Stalking Horse APA are available for download at <http://www.kccllc.net/AgileThought> (the “Case Website”).

You are receiving this Notice because you or one of your affiliates may be a party to an unexpired lease or an executory contract that *may* be assumed and assigned (collectively, the “Contracts”) in connection with such Sale. A list of the Contracts is attached hereto as Exhibit A.

To the extent that a Counterparty to a Contract objects to adequate assurance of performance by the Stalking Horse Bidder, the Counterparty must file and serve an objection (a “Sale Objection”). Any Sale Objection shall: (i) be in writing; (ii) comply with the Bankruptcy Rules and the Local Rules; (iii) be filed with the Clerk of the Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801 by November 22, 2023 at 4:00 p.m. (ET) (the “Sale Objection Deadline”), and proof of service of such Sale Objection upon the Objection Notice Parties (as defined below) shall be filed with the Court as and when required by the Local Rules; (iv) be served upon the Objection Notice Parties; and (v) state with specificity the grounds for such objection.

The “Objection Notice Parties” are:

Counsel to the Debtors	The United States Trustee
Hughes Hubbard & Reed LLP One Battery Park Plaza, 16 th Floor New York, NY 10004 Attn: Kathryn A. Coleman, Christopher Gartman & Elizabeth A. Beitler katie.coleman@hugheshubbard.com, chris.gartman@hugheshubbard.com & elizabeth.beitler@hugheshubbard.com Potter Anderson & Corroon LLP 1313 North Market Street, Sixth Floor P.O. Box 951 Wilmington, DE 19801-6108 Attn: Jeremy W. Ryan jryan@potteranderson.com	Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35 Wilmington, DE, 19801 Attn: Benjamin Hackman benjamin.a.hackman@usdoj.gov
Counsel to the Agent and Stalking Horse Bidder	Counsel to the Committee
Ropes & Gray LLP 1211 Avenue of the Americas New York, NY 10036-8704 Attn: Gregg M. Galardi, Robb Tretter & Leonard Klingbaum	Pachulski Stang Ziehl & Jones LLP 919 N. Market Street, 17th Floor P.O. Box 8705 Wilmington, DE 19899-8705 Attn: Robert J. Feinstein, Bradford J. Sandler, Colin R. Robinson, Cia H. Mackle, & Edward C. Corma

2. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Bidding Procedures Order.

<p>Gregg.Galardi@ropesgray.com, Robb.Tretter@ropesgray.com & Leonard.Klingbaum@ropesgray.com</p> <p>Chipman Brown Cicero & Cole, LLP 1313 N. Market Street, Suite 5400 Wilmington, DE 19801 Attn: Mark L. Desgrosseilliers desgross@chipmanbrown.com</p>	<p>rfeinstein@pszjlaw.com bsandler@pszjlaw.com crobinson@pszjlaw.com cmackle@pszjlaw.com ecorma@pszjlaw.com</p>
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If no timely objection is received as to adequate assurance of future performance with respect to a Contract, the non-Debtor party to such Contract shall be deemed to have consented to the Court determining that adequate assurance of future performance has been sufficiently demonstrated and shall be forever barred and estopped from asserting or claiming that the requirement of adequate assurance of future performance is not satisfied or demonstrated.

Pursuant to the terms of the Bidding Procedures Order, the auction for the Assets, including the Contracts, contemplated to occur on November 15, 2023 at 11:00 a.m. (prevailing Eastern Time), has been **cancelled** because the Debtors received only one Qualified Bid. A notice that identifies the Stalking Horse Bidder as the Successful Bidder for the Assets, including any Contracts, was filed and served on November 15, 2023 [Docket No. 432].

The Debtors will seek to assume and assign the Contracts that have been selected by the Stalking Horse Bidder (collectively, the “Selected Purchased Contracts”) at a hearing before the Honorable J. Kate Stickles, United Sates Bankruptcy Judge for the Bankruptcy Court for the District of Delaware, at 824 North Market Street, Wilmington, Delaware 19801 on November 16, 2023 at 11:00 a.m. (prevailing Eastern Time), subject to the Bankruptcy Court’s availability, or such other date as determined by the Debtors, in consultation with the Stalking Horse Bidder, in accordance with the terms of the Bidding Procedures Order.

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Nothing contained herein shall obligate the Debtors or the Successful Bidder to assume any Contracts, and all rights of the Debtors and the Successful Bidder with respect to such Contracts are reserved. Moreover, the Debtors explicitly reserve their rights, in their reasonable discretion, to seek to reject or assume each Contract pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures allowing the Debtors or the Successful Bidder, as applicable, to designate any Contract as either rejected or assumed on a post-closing basis.

Dated: November 15, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ Gregory J. Flasser

Jeremy W. Ryan (No. 4057)

Gregory J. Flasser (No. 6154)

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Counsel for the Debtors and Debtors-in-Possession

EXHIBIT A TO SUPPLEMENTAL ASSUMPTION NOTICE

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

#	Counterparty	Cure Amount (\$)	Debtor Entity	Description	Execution Date
1	AFCO CREDIT CORPORATION	-	Agilethought LLC	Insurance Service Agreement	09/23/22
2	AXA SEGUROS SA DE CV	-	Agilethought Digital Solutions SAPI de CV	Insurance Service Agreement	06/01/22
3	Banco Santander México, S.A.	-	Agilethought Digital Solutions, S.A.P.I. de C.V.	Services Agreement	02/09/22
4	BIZZABO INC.	-	Agilethought LLC	Software Service Agreement	10/27/21
5	BRADESCO	-	AgileThought Consultoria em Tecnologia LTDA	Insurance Service Agreement	09/05/23
6	CONTROL LOGICS	-	AgileThought Inc.	SOW	01/12/23
7	FARELL GRUPO DE CONSULTORIA SC	-	Agilethought Digital Solutions SAPI de CV	Actuarial Valuation Service Agreement	01/15/21
8	FEDERICO OSCAR VIDAL RODRÍGUEZ	-	Agilethought Inc	Independent Contract Agreement	07/15/23
9	Ferromex	-	Agilethought Digital Solutions, S.A.P.I. de C.V.	Master Service Agreement	02/05/23
10	FMLA SOURCE	-	Agilethought Inc	Benefits Service Agreement	01/01/20
11	IMPORTADORA DE TECNOLOGIA GLOBAL YSMR S.A	-	Agilethought Costa Rica	Computing Lease Agreement	08/01/22
12	KLASSE SER DE MANUT COM INSTAL EQU	-	AgileThought Consultoria em Tecnologia LTDA	Equipment Lease Agreement	10/01/22
13	MARSH USA INC.	-	Agilethought LLC	Insurance Service Agreement	08/23/22
14	McCormick/Cholula	-	AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.	Services Agreement	07/01/22
15	METLIFE	-	AgileThought Consultoria em Tecnologia LTDA	Insurance Service Agreement	09/05/23
16	NASDAQ STOCK MARKET	-	Agilethought Inc	Investor Relations Service Agreement	01/10/22
17	Nordata Sa De Cv	-	Agilethought Digital Solutions SAPI de CV	Equipment Lease Agreement	05/12/23
18	REIDO INNOVACION TECNOLOGICA	-	IT Global Holding LLC	Services Agreement	01/01/23
19	RH PLANNING	-	Anzen Soluciones SA de CV	Recruiting Service Agreement	08/01/22
20	SWON IT SERVICES MEXICO SA DE CV	-	Agilethought Mexico SA de CV	Equipment Lease Agreement	07/01/20
21	TELEFONIA POR CABLE SA DE CV	-	AgileThought Digital Solutions S.A.P.I de C.V. (previously North American Software, S.A.P.I. de C.V.)	Telecommunication Service Agreement	06/29/20
22	TELEFONICA BRASIL	-	AgileThought Consultoria em Tecnologia LTDA	Telecommunication Service Agreement	10/12/22
23	TICNOVA CENTRO ESPECIALIZADO EN	-	Agilethought Digital Solutions SAPI de CV	Training Services Agreement	08/20/22
24	TOKIO MARINE COMPAÑIA DE SEGUROS	-	Agilethought Digital Solutions SAPI de CV	Insurance Service Agreement	03/31/23
25	Toshiba Global Commerce Solutions Mexico, S de R.L. de C.V.	-	Agilethought Digital Solutions, S.A.P.I. de C.V.	Master Procurement Agreement; Statement of Work	01/08/21
26	TRALIX MEXICO S DE RL DE CV	-	Anzen Soluciones SA de CV	Invoice Software Service Agreement	07/12/22
27	WEX HEALTH, INC	-	Agilethought Inc	Benefits Service Agreement	01/01/23
28	WITTE COMERCIO E SERVICIOS GRAFICOS	-	AgileThought Consultoria em Tecnologia LTDA	Office Utilities Service Agreement	01/06/23
29	ZURICH MINAS BRASIL SEGUROS	-	AgileThought Consultoria em Tecnologia LTDA	Insurance Service Agreement	06/26/23
30	ZURICH VIDA COMPAÑIA DE SEGUROS SA	-	Anzen Soluciones SA de CV	Insurance Service Agreement	08/01/21