

Fill in this information to identify the case:

Debtor AN Global LLC

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 23-11294

**Official Form 410
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

| | | |
|---|--|---|
| <p>1. Who is the current creditor?</p> | <p><u>Ambridge Europe Limited</u></p> <p><small>Name of the current creditor (the person or entity to be paid for this claim)</small></p> <p>Other names the creditor used with the debtor _____</p> | |
| <p>2. Has this claim been acquired from someone else?</p> | <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p> | |
| <p>3. Where should notices and payments to the creditor be sent?</p> <p><small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small></p> | <p>Where should notices to the creditor be sent?</p> <p><u>Ambridge Europe Limited</u> <u>77 Cornhill</u> <u>5th Floor</u> <u>London, South-east EC3V 3QQ, England</u></p> | <p>Where should payments to the creditor be sent? (if different)</p> |
| | <p>Contact phone <u>212-871-5426</u></p> <p>Contact email <u>See summary page</u></p> | <p>Contact phone _____</p> <p>Contact email _____</p> |
| | <p><small>Uniform claim identifier for electronic payments in chapter 13 (if you use one):</small></p> <p>_____</p> | |
| <p>4. Does this claim amend one already filed?</p> | <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <small>MM / DD / YYYY</small></p> | |
| <p>5. Do you know if anyone else has filed a proof of claim for this claim?</p> | <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p> | |



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 35,000. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Services Performed

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



| | | |
|--|---|---|
| <p>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</p> | <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Check all that apply:</p> | <p>Amount entitled to priority</p> |
| <p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p> | <p><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.</p> | <p>\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____</p> |
| <p>* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.</p> | | |
| <p>13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?</p> | <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.</p> | <p>\$ _____</p> |

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.
 I am the creditor's attorney or authorized agent.
 I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
 I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/26/2024
MM / DD / YYYY

/s/Kelly Holmes
Signature

Print the name of the person who is completing and signing this claim:

Name Kelly Holmes
First name Middle name Last name

Title Group Chief Legal Officer

Company Ambridge Partners LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1140 Avenue of the Americas, 5th Floor, New York, New York, 10036, United States

Contact phone 2128715426 Email kelly.holmes@ambridge-group.com

KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 548-5856 | International (781) 575-2073

| | | |
|--|---|----------------------------------|
| Debtor: 23-11294 - AN Global LLC | | |
| District: District of Delaware | | |
| Creditor: Ambridge Europe Limited 77 Cornhill 5th Floor London , South-east, EC3V 3QQ England Phone: 212-871-5426 Phone 2: 917-513-2740 Fax: Email: kelly.holmes@ambridge-group.com | Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement: | |
| | Has Related Claim: No Related Claim Filed By: | |
| | Filing Party: Creditor | |
| Other Names Used with Debtor: | Amends Claim: No Acquired Claim: No | |
| Basis of Claim: Services Performed | Last 4 Digits: No | Uniform Claim Identifier: |
| Total Amount of Claim: 35,000 | Includes Interest or Charges: No | |
| Has Priority Claim: No | Priority Under: | |
| Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No | Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured: | |
| Submitted By: Kelly Holmes on 26-Mar-2024 11:40:04 a.m. Eastern Time Title: Group Chief Legal Officer Company: Ambridge Partners LLC Optional Signature Address: 1140 Avenue of the Americas 5th Floor New York, New York, 10036 United States Telephone Number: 2128715426 Email: kelly.holmes@ambridge-group.com | | |



Invoice

Bill To:

Agilethought Inc.
222 W. Colinas Blvd
Ste. 1650E
Irving TX, 75039

Date : 10/13/2023

Invoice No. : 2418

ADDS No. : 1056

C/O

Marsh

| Due Date |
|------------|
| 9-Oct-2023 |

| Description | Amount (USD) |
|------------------|------------------------|
| Underwriting Fee | 35,000.00 |
| Total | (USD) 35,000.00 |

Please follow the wire transfer instructions below:

Bank: Barclays Bank Plc
Bank Address: 1 Churchill Place, London, E14 5HP
Sort Code: 20-00-00
SWIFT Code: BARCGB22
Account No: 69062399
Account Name: AE-UW PAYMENTS (USD)
IBAN: GB92 BARC 2000 0069 0623 99

*Please include invoice/policy number with the payment to avoid any delay in applying cash received
Please send remittance details to ambridgeremittance@ambridge-group.com*

EXPENSE AGREEMENT

Ambridge means Ambridge Europe Limited and its affiliates (to the extent such affiliates provide support or services to Ambridge Europe Limited in connection with its business), successors and/or assigns.

“Company” means Agilethought, Inc., 222 W. Las Colinas Blvd., Ste.1650E, Irving TX, 75039, the potential insured seeking Pre-NBI review of the transaction, and its subsidiaries, successors and/or assigns.

“Pre-NBI review” means all underwriting due diligence services undertaken by Ambridge, with due care but at its sole discretion, on behalf of Ambridge Insurer(s) to determine whether they will issue a non-binding indication as set out in Ambridge’s email to the Company’s insurance broker dated 1 August 2023 (the “**Pre-NBI**”) can be issued.

“Pre-NBI review Payment” means \$35,000(on an incurred basis) due and payable by the Company to Ambridge pursuant to the *Pre-NBI review Payment* clause of this Agreement set out below.

Against this background, Ambridge and the Company now agree as follows:

Pre-NBI review Process. The Company hereby acknowledges that Ambridge will conduct Pre-NBI review. The Company acknowledges that Ambridge is acting on behalf of Ambridge Insurer(s) as the term is defined herein and is set out in more detail in the Pre-NBI to assist such Ambridge Insurer(s) in determining whether or not to underwrite the tax liability insurance policy.

Term. The term of this Agreement shall commence on the date of its execution and continue until Ambridge has (a) concluded the Pre-NBI review; or (b) the Company notifies Ambridge either (i) that the Company does not wish to proceed with the release of the NBI review; or (ii) that the transaction underlying the request for the Pre-NBI review has not been consummated. In each case, by the Payment Date, the Pre-NBI review Payment becomes fully earned and is not refundable by Ambridge.

Pre-NBI review Payment. The Company will pay Ambridge by bank or telegraphic transfer the Pre-NBI review Payment upon the earlier of (i) the date that is sixty (60) days from the date of the execution of this Agreement, and (ii) the date that is twenty (20) days after the date that the non-binding indication has been issued (the “**Payment Date**”).

An additional payment will be required as a result of (i) material changes in the nature and/or scope of the transaction for which the Pre-NBI review was requested or the risk which the Company has requested and that Ambridge manages according to this agreement, or (ii) difficulties in obtaining information from the Company and/or the Company’s professional advisers which causes Ambridge to undertake additional work not included in the original Pre-NBI review Payment. Should one of these cases occur, Ambridge will discuss with the Company any such material changes and will obtain the Company’s agreement to pay any additional Pre-NBI review Payment before carrying out the Underwriting associated with such additional Pre-NBI review Payment.

Severability. Should any of the provisions of this Agreement be or become invalid or non-enforceable, such invalidity or non-enforceability shall not affect the validity of the agreement as a whole. In any case of invalidity or non-enforceability of the Agreement, Ambridge and the Company shall replace the respective provision by another appropriate provisions which best reflects the objective and the purpose of the original provision from an economic perspective.

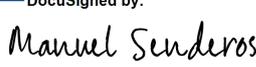
Company Acknowledgments. To the extent permitted by applicable law and regulation, the Company hereby waives any claims, causes of action, losses, damages, liabilities, or other costs (including attorney fees), directly or indirectly related to the performance of Ambridge’s duties or the failure of any transaction to be consummated on a timely basis or at all in the event that a quotation or an insurance policy is not provided for any reason or is unsatisfactory to the Proposed Insured or any other person.

Governing Law. This Agreement (and any non-contractual dispute arising out of it) shall be governed by and construed in accordance with the laws of England and Wales. Further, each party hereto consents and submits to the jurisdiction of the courts of England and Wales with respect to any dispute (including without limitation any such non-contractual dispute) under this Agreement.

Contracts (Rights of Third Parties) Act 1999. A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 in respect of this Agreement.

Ambridge Europe Limited

By: _____

Company
DocuSigned by:

By: _____
46EECA854EC04B4...

Date: _____

Date: 8/8/2023 | 19:51 PDT

cc: Mark G. McTigue, Marsh