

**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)

**NOTICE OF (I) SECOND CLOSING OF SALE OF THE
DEBTORS’ ASSETS AND (II) FILING OF SCHEDULES
OF ASSIGNED CONTRACTS FOR SECOND CLOSING**

PLEASE TAKE NOTICE that, on September 1, 2023, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Motion for Entry of: (I) an Order (A) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtors’ Assets Free and Clear of All Encumbrances Other Than Assumed Liabilities and Permitted Encumbrances, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (B) Approving Certain Bidding Procedures, Bidding Protections, and Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, (C) Authorizing the Debtors to Enter into the Stalking Horse APA, and (D) Granting Related Relief; and (II) an Order (A) Approving Asset Purchase Agreement, (B) Authorizing the Sale of All or Substantially All of the Debtors’ Assets Free and Clear of All Encumbrances Other Than*

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); Facultad 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.



Assumed Liabilities and Permitted Encumbrances, (C) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (D) Granting Related Relief [Docket No. 72] (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that, on September 25, 2023, the Court entered the *Order (I) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtors' Assets Free and Clear of All Encumbrances Other Than Assumed Liabilities and Permitted Encumbrances, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Approving Certain Bidding Procedures, and Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, and (III) Granting Related Relief* [Docket No. 132] (the “Bidding Procedures Order”), which approved the timeline for the sale of the Debtors’ assets.

PLEASE TAKE FURTHER NOTICE that, on October 10, 2023, the Court entered the *Order Approving (I) the Debtors’ Entry into the Stalking Horse APA, (II) Expense Reimbursement for Stalking Horse Bidder, and (III) Granting Related Relief* [Docket No. 233].

PLEASE TAKE FURTHER NOTICE that, on November 15, 2023, after not receiving any additional qualified bids, in accordance with the Bidding Procedures Order, the Debtors filed the *Notice of Designation of Successful Bidder and Cancellation of Auction* [Docket No. 432], announcing the designation of the stalking horse bidder, AT Holdings Corp. (the “Purchaser”), as the successful bidder for the Acquired Assets (as defined in the APA (defined below)).

PLEASE TAKE FURTHER NOTICE that, on December 28, 2023, the Court entered the *Order (I) Approving the Sale of Assets Free and Clear of Liens, Claims, Interests and Encumbrances, (II) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection Therewith and (III) Granting Related Relief* [Docket No. 590] (the “Sale Order”), which approved the Debtors’ sale of Acquired Assets to the Purchaser pursuant to the asset purchase agreement attached thereto as Exhibit 1 (as amended, the “APA”).

PLEASE TAKE FURTHER NOTICE that the APA contemplates at least two Closings (as defined in the APA) relating to the sale of the Acquired Assets to the Purchaser.

PLEASE TAKE FURTHER NOTICE that, on December 31, 2023, the first Closing (the “First Closing”) of the sale of certain of the Acquired Assets to the Purchaser closed.

PLEASE TAKE FURTHER NOTICE that on January 3, 2024, the Debtors filed the *Notice of (I) First Closing of Sale of the Debtors’ Assets and (II) Filing of Schedules of Assigned Contracts for First Closing* [Docket No. 602].

PLEASE TAKE FURTHER NOTICE that, on April 12, 2024, the second closing (the “Second Closing”) of the sale of certain of the Acquired Assets to the Purchaser closed.

PLEASE TAKE FURTHER NOTICE that, in accordance with the APA, while the Debtors have transferred some of the Mexican Delayed Assets and some of the Mexican Delayed Liabilities, the Mexican Delayed Closing (as defined in the APA) has not been completed.

PLEASE TAKE FURTHER NOTICE that the schedule of Assigned Contracts (as defined in the APA) for the Second Closing is attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that the Debtors and Purchaser reserve all rights to designate additional executory contracts and unexpired leases for assumption and assignment in connection with the Mexican Delayed Closing and any other Closing that may occur in connection with the APA.

Dated: April 24, 2024
Wilmington, Delaware

Respectfully submitted,

/s/ Gregory J. Flasser

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Counsel for the Debtors and Debtors in Possession

Exhibit A

Schedule of Assigned Contracts for Second Closing

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

Contracts Assigned Pursuant to Second Closing (April 12, 2024)

[1] Includes Amendments, Renewals, and SOWs

#	Counterparty	Cure Amount (\$)	Country	Debtor Entity	Description ¹
1	Amazon Web Services, Inc	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Licenses Service Agreement
2	Arauco Industria De México , S.A. De Cv.	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Service Agreement
3	Banco Base, S.A. Institución De Banca Múltiple, Grupo Financiero Base	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Service Agreement
4	Banco Compartamos, S.A., Institución De Banca Múltiple,	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Specialized Service Agreement
5	Beverages, Foods, Service Industries, Inc.	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Service Agreement
6	BP Gurus S.A. de C.V.	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Training Service Agreement
7	Bradescard México, S. De R.L.	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Service Agreement
8	Business Data Evolution SA de CV	-	Mexico	An Extend SA de CV	3rd Party Service Agreement
9	Cargill Servicios Financieros, S.A. De C.V.	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Service Agreement
10	Cfclavor Holdings, S.A. De C.V.	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Service Agreement
11	Cibanco S.A. Institución De Banca Múltiple	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Service Agreement
12	Compartamos Servicios, S.A. De C.V	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Specialized Service Agreement
13	Corporativo Bimbo, S.A De C.V.	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Service Agreement
14	Daniel Navarro Esparza	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Consulting Service Agreement
15	Daniel Valle	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Consulting Service Agreement
16	Datavision Digital	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Licenses Service Agreement
17	Desc Corporativo, S.A. De C.V.	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Service Agreement
18	Emmanuel López Hernández	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Consulting Service Agreement
19	Grupo Diagnóstico Médico Proa, S.A. De C.V., Laboratorio Médico Universidad, S.A.	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Service Agreement
20	Infra, S.A. De C.V.	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Service Agreement
21	KNEOS Tecnología de Colaboración	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Training Service Agreement
22	Master EDI S.A. de C.V.	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Licenses Service Agreement
23	Microstrategy Mexico S D	-	Mexico	Facultas Analytics, SAPI de CV	Licenses Service Agreement
24	Nueva Wal Mart De México, S. De R.L. De C.V. (Antes Nueva Wal-Mart De México, S. De R.L. De C.V.), Servicios Administrativos Wal-Mart, S. De R.L. De C.V., Y Comercio Digital Wal-Mart, S. De R.L. De C.V., Con La Comparecencia De Wal-Mart Innovación, S. De R.L. De C.V. Y Arrendadora Wal-Mart, S. De R.L. De Cv,	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Technology Service Agreement
25	Operación Y Manufactura Interceramic, S.A. De C.V.	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Service Agreement
26	Pepsico Internacional México, S. De R.L. De C.V.	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Service Agreement
27	Qualitas Controladora, S.A.B. De C.V.	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Service Agreement
28	Qualitas Salud, S.A. De C.V.	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Service Agreement

29	Qualitas Seguros, S.A. De C.V.	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Service Agreement
30	Red Yastas, S.A. De C.V.	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Specialized Service Agreement
31	Riot Games Services, S.C.	-	Mexico	An Extend SA de CV	Independent Services Agreement
32	Scotiabank Inverlat, S.A. Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat y Servicios Corporativos Scotia, S.A. de C.V.	-	Mexico	Anzen Soluciones S.A. de C.V.	Master Service Agreement
33	Servicios Electrónicos Globales, S.A. De C.V.	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Service Agreement
34	Usg Mexico, S.A. De C.V.	-	Mexico	AgileThought Digital Solutions, S.A.P.I. de C.V.	Master Service Agreement