

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. 12, 65, 208, 228, 314, 412, 447,
887, and 931

**NOTICE OF FILING OF AMENDMENT NO. 7 TO SENIOR SECURED
SUPERPRIORITY PRIMING DEBTOR-IN-POSSESSION FINANCING AGREEMENT**

PLEASE TAKE NOTICE that, on January 4, 2024, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Motion for Entry of Interim and Final Orders (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, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 12] (the “DIP Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that, on August 30, 2023, the Court entered the *Interim 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, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 65] (the “Interim DIP Order”).² Attached as Exhibit 2 to the Interim DIP Order was the Senior Secured Superpriority Priming Debtor-in-Possession Financing Agreement, dated August 30, 2023 (the “DIP Credit Agreement”).

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 terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the DIP Motion, the Interim DIP Order, or the Final DIP Order (defined below), as applicable.



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PLEASE TAKE FURTHER NOTICE that, on October 5, 2023, the Debtors filed the *Notice of Filing of Revised DIP Credit Agreement for the Proposed Second Interim DIP Order* [Docket No. 208].

PLEASE TAKE FURTHER NOTICE that, on October 10, 2023, the Debtors filed the *Notice of Filing of Further Revised DIP Credit Agreement for the Proposed Second Interim DIP Order* [Docket No. 228].

PLEASE TAKE FURTHER NOTICE that, on October 24, 2023, the Debtors filed the *Notice of Filing of Further Revised DIP Credit Agreement for the Proposed Fourth Interim DIP Order* [Docket No. 314].

PLEASE TAKE FURTHER NOTICE that, on November 7, 2023, the Debtors filed the *Notice of Filing of Further Revised DIP Credit Agreement for the Proposed Fifth Interim DIP Order* [Docket No. 412].

PLEASE TAKE FURTHER NOTICE that, on November 17, 2023, the Court entered 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, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 447] (the “Final DIP Order”).

PLEASE TAKE FURTHER NOTICE that, on December 20, 2023, the Debtors entered into that certain Amendment No. 5 to the DIP Credit Agreement.

PLEASE TAKE FURTHER NOTICE that, on May 30, 2024, 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 to Extend”) [Docket No. 887]. Amendment No. 6 to the DIP Credit Agreement was attached as Exhibit B to the Motion to Extend.

PLEASE TAKE FURTHER NOTICE that, on June 21, 2024, the Court entered an order [Docket No. 931] approving the Motion to Extend.

PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit A is Amendment No. 7 to the DIP Credit Agreement.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Interim DIP Order, the DIP Credit Agreement may be amended, restated, supplemented, or otherwise modified from time to time.

Dated: August 29, 2024
Wilmington, Delaware

Respectfully submitted,

/s/ Gregory J. Flasser

Jeremy W. Ryan (No. 4057)

R. Stephen McNeill (No. 5210)

Gregory J. Flasser (No. 6154)

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chris.gartman@hugheshubbard.com

jeff.margolin@hugheshubbard.com

Counsel for the Debtors and Debtors-in-Possession

Exhibit A

Amendment No. 7 to DIP Financing Agreement

**AMENDMENT NO. 7
TO SENIOR SECURED SUPERPRIORITY PRIMING
DEBTOR-IN-POSSESSION FINANCING AGREEMENT**

AMENDMENT NO. 7 TO SENIOR SECURED SUPERPRIORITY PRIMING DEBTOR-IN-POSSESSION FINANCING AGREEMENT, dated as of August 23, 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, that certain Amendment No. 6 to Senior Secured Superpriority Priming Debtor-In-Possession Financing Agreement, dated as of May 30, 2024, 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) December 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. 7 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. 7 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. 7 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. 7 Effective Date”):

(a) 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. 7 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).

(b) No Default; Event of Default. No Default or Event of Default shall have occurred and be continuing on the Amendment No. 7 Effective Date or result from this Amendment becoming effective in accordance with its terms.

(c) Delivery of Documents. The Agents shall have received on or before the Amendment No. 7 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. 7 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.

[Remainder of page intentionally left blank.]

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: Jim Carroll

Title: Jim Carroll in his capacity as Wind-Down
Manager of Agile, Thought Inc., the direct parent
of Borrower

GUARANTORS:

AGILETHOUGHT, LLC

By: 

Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager of
AgileThought Inc., the
indirect parent of
AgileThought, LLC

AGILETHOUGHT, INC.

By: 

Name: Jim Carroll
Title: Wind-Down Manager

4TH SOURCE, LLC

By: 

Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager of
AgileThought Inc., the
indirect parent of 4th
Source, LLC

IT GLOBAL HOLDING LLC

By: AN Global LLC, as the sole manager

By: 

Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager of
AgileThought Inc., the
indirect parent of IT Global
Holding LLC

4TH SOURCE HOLDING CORP.

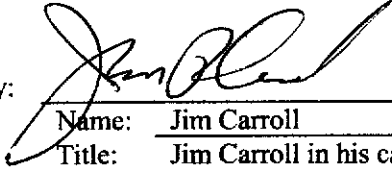
By: 

Name: Jim Carroll

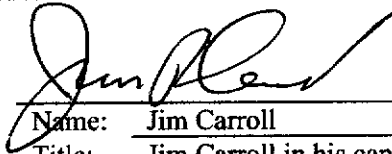
Title: Jim Carroll in his capacity
as Wind-Down Manager of
AgileThought Inc., the
indirect parent of 4th Source
Holding CORP.

AGS ALPAMA GLOBAL SERVICES USA,
LLC

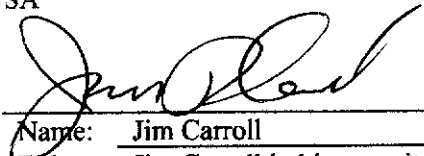
By: QMX Investment Holdings USA, Inc., as
sole member

By: 
Name: Jim Carroll
Title: Jim Carroll in his capacity as
Wind-Down Manager of
AgileThought Inc., the indirect
parent of AGS Alpama Global
Services USA, LLC

QMX INVESTMENT HOLDINGS USA, INC.

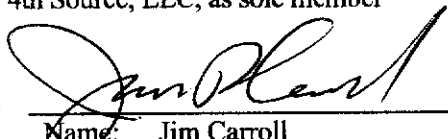
By: 
Name: Jim Carroll
Title: Jim Carroll in his capacity as
Wind-Down Manager of
AgileThought Inc., the
indirect parent of QMX
Investment Holdings USA,
Inc.

AN USA

By: 
Name: Jim Carroll
Title: Jim Carroll in his capacity as
Wind-Down Manager of
AgileThought Inc., the
indirect parent of AN USA

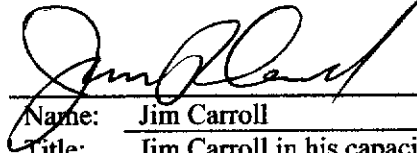
4TH SOURCE MEXICO, LLC

By: 4th Source, LLC, as sole member

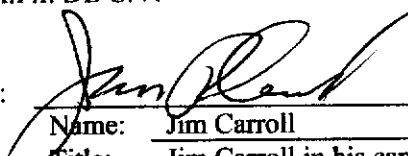
By: 
Name: Jim Carroll
Title: Jim Carroll in his capacity as
Wind-Down Manager of
AgileThought Inc., the
indirect parent of 4th Source
Mexico, LLC

ENTREPIDS TECHNOLOGY INC.

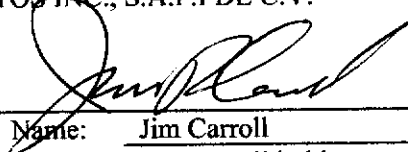
By:


Name: Jim Carroll
Title: Jim Carroll in his capacity as
Wind-Down Manager of
AgileThought Inc., the
indirect parent of Entrepids
Technology Inc.

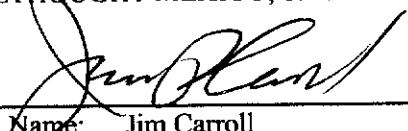
AGILETHOUGHT DIGITAL SOLUTIONS,
S.A.P.I. DE C.V.

By: 
Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager of
AgileThought Inc., the
indirect parent of
AgileThought Digital
Solutions, S.A.P.I. DE C.V.

FAKTOS INC., S.A.P.I DE C.V.

By: 
Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager of
AgileThought Inc., the
indirect parent of Faktos
Inc., S.A.P.I DE C.V.

AGILETHOUGHT MÉXICO, S.A. DE C.V.

By: 
Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager of
AgileThought Inc., the
indirect parent of
AgileThought México, S.A.
DE C.V.

AGILETHOUGHT BRASIL-
CONSULTORIA EM TECNOLOGIA LTDA

By:



Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager of
AgileThought Inc., the
indirect parent of
AgileThought Brasil-
Consultoria Em Tecnologia
LTDA

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

By: 

Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager of
AgileThought Inc., the
indirect parent of Cuarto
Origen, S. DE R.L. DE C.V.

ENTREPIDS MÉXICO, S.A. DE C.V.

By: 

Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager of
AgileThought Inc., the
indirect parent of Entrepids
México, S.A. DE C.V.

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

By: 

Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager of
AgileThought Inc., the
indirect parent of Facultas
Analytics, S.A.P.I. DE C.V.

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

By: 

Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager
of AgileThought Inc., the
indirect parent of
AgileThought, S.A.P.I.
DE C.V.

TARNOW INVESTMENT, S.L.

By: 

Name: Jim Carroll

Title: Jim Carroll in his capacity as
Wind-Down Manager of
AgileThought Inc., the indirect
parent of Tarnow Investment,
S.L.

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

By: 

Name: Jim Carroll

Title: Jim Carroll in his capacity as
Wind-Down Manager of
AgileThought Inc., the indirect
parent of AGS Alpama Global
Services México, S.A. DE C.V.

AGILETHOUGHT ARGENTINA, S.A.

By: 

Name: Jim Carroll

Title: Jim Carroll in his capacity as
Wind-Down Manager of
AgileThought Inc., the indirect
parent of AgileThought
Argentina, S.A.

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

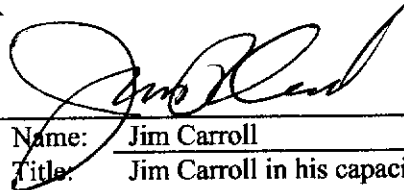
By: 

Name: Jim Carroll

Title: Jim Carroll in his capacity as
Wind-Down Manager of
AgileThought Inc., the indirect
parent of Anzen Soluciones,
S.A. DE C.V.

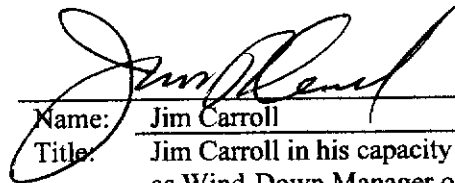
AGILETHOUGHT BRASIL SERVICIOS
DE CONSULTORIA EM SOFTWARE
LTDA

By:


Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager of
AgileThought Inc., the
indirect parent of
AgileThought Brasil
Servicios De Consultoria
Em Software LTDA

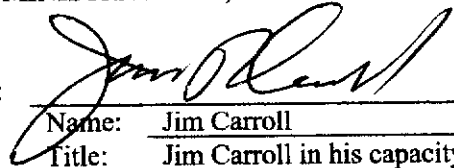
AGILETHOUGHT COSTA RICA, S.A.

By:


Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager of
AgileThought Inc., the
indirect parent of
AgileThought Costa Rica,
S.A.


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

By:

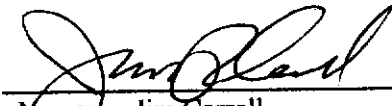

Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager of
AgileThought Inc., the
indirect parent of
AgileThought Servicios
Administrativos, S.A. DE
C.V.

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


By:


Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager of
AgileThought Inc., the
indirect parent of
AgileThought Servicios
México, S.A. DE C.V.

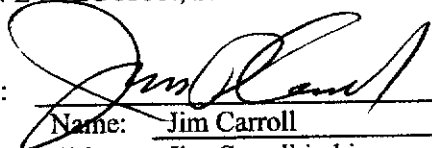
AN DATA INTELLIGENCE, S.A. DE C.V.

By: 
Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager of
AgileThought Inc., the
indirect parent of AN Data
Intelligence, S.A. DE C.V.

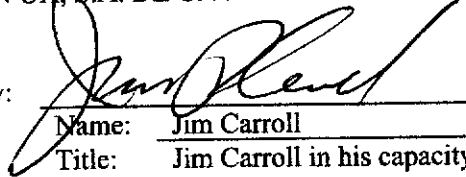
AN EXTEND, S.A. DE C.V.

By: 
Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager of
AgileThought Inc., the
indirect parent of AN
Extend, S.A. DE C.V.

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

By: 
Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager of
AgileThought Inc., the
indirect parent of AN
Evolution, S. DE R.L. DE
C.V.

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

By: 
Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager of
AgileThought Inc., the
indirect parent of AN UX,
S.A. DE C.V.

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

By: 

Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager of
AgileThought Inc., the
indirect parent of Cuarto
Origen, S. DE R.L. DE C.V.

ENTREPIDS MÉXICO, S.A. DE C.V.

By: 

Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager of
AgileThought Inc., the
indirect parent of Entrepids
México, S.A. DE C.V.

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

By: 

Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager of
AgileThought Inc., the
indirect parent of Facultas
Analytics, S.A.P.I. DE C.V.

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

By: 

Name: Jim Carroll
Title: Jim Carroll in his capacity
as Wind-Down Manager
of AgileThought Inc., the
indirect parent of
AgileThought, S.A.P.I.
DE C.V.

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:

Kevin Genda

Name: Kevin Genda

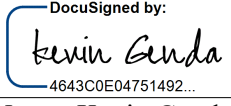
Title: CEO

LENDERS:

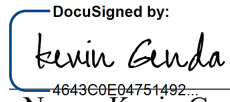
BLUE TORCH CREDIT OPPORTUNITIES FUND II LP

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

By: KPG BTC Management LLC, its sole member

By: 
DocuSigned by:
4643C0E04751492...
Name: Kevin Genda
Title: Managing Member

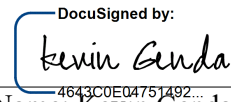
SWISS CAPITAL BTC OL PRIVATE DEBT FUND L.P.

By: 
DocuSigned by:
4643C0E04751492...
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

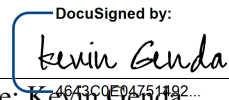
By: 
DocuSigned by:
4643C0E04751492...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS FUND II LLC

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

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

By: KPG BTC Management LLC, its sole member

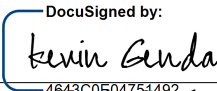
By: 
DocuSigned by:
4643C0E04751492...
Name: Kevin Genda
Title: Managing Member

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

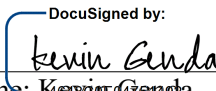
By: KPG BTC Management LLC, its sole member

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

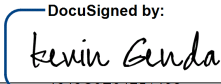
By: KPG BTC Management LLC, its sole member

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 II-B LLC

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

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

By: KPG BTC Management LLC, its sole member

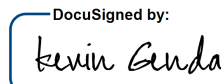
By: 
 Name: Kevin Genda
 Title: Managing Member

BTC OFFSHORE HOLDINGS FUND II-C LLC

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

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

By: KPG BTC Management LLC, its sole member

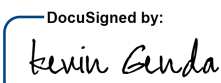
By: 
 Name: Kevin Genda
 Title: Managing Member

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

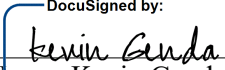
By: 
 Name: Kevin Genda
 Title: Managing Member

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

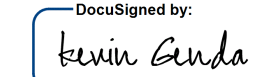
By: Blue Torch Offshore Credit Opportunities GP II LP, its general partner

By: KPG BTC Management LLC, its sole member

By: 
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP

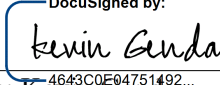
A SEGREGATED PORTFOLIO OF SWISS CAPITAL PRIVATE DEBT (OFFSHORE) FUNDS SPC

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: 
Name: Kevin Genda
Title: Managing Member