

**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 (___)

(Joint Administration Requested)

**DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS
(I) AUTHORIZING THE DEBTORS TO (A) CONTINUE TO MAINTAIN THEIR
EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, AND BUSINESS
FORMS, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED
THERE TO, AND (C) CONTINUE TO PERFORM ORDINARY COURSE
INTERCOMPANY TRANSACTIONS; (II) GRANTING ADMINISTRATIVE EXPENSE
STATUS TO ORDINARY COURSE POSTPETITION INTERCOMPANY CLAIMS;
AND (III) GRANTING RELATED RELIEF**

The debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors" or the "Company") hereby move (the "Motion"), for entry of interim and final orders, pursuant to sections 105(a), 345, 363(c)(1), and 503(b) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 6003 and 6004(h) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2015-2 and 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), (i) authorizing, but not directing, the Debtors to (a) continue to operate their existing cash management system, as further described below (the "Cash Management System"), including maintenance of the Debtors' existing bank accounts, checks, business forms, and corporate credit card programs, (b) honor certain prepetition obligations related thereto, and (c) continue to perform intercompany transactions in the ordinary course consistent with historical practice;

1. A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <http://www.kccllc.net/AgileThought>. The Debtors' address is 222 W. Las Colinas Boulevard, Suite 1650E, Irving, TX 75039.



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(ii) granting administrative expense priority status to postpetition intercompany claims; and (iii) granting related relief. A proposed form of order granting the relief requested on an interim basis is attached hereto as **Exhibit A** (the “Proposed Interim Order”) and a proposed form of order granting the relief requested on a final basis is attached hereto as **Exhibit B** (the “Proposed Final Order,” and together with the Proposed Interim Order, the “Proposed Orders”). In support of the Motion, the Debtors submit the *Declaration of James S. Feltman, Chief Restructuring Officer of the Debtors, in Support of First Day Relief* (the “First Day Declaration”), filed contemporaneously herewith, and respectfully state as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated 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 Local Rule 9013-1(f) 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. The statutory and legal predicates for the relief requested herein are sections 105, 345, 363, and 503 of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and Local Rules 2015-2 and 9013-1(m).

BACKGROUND

3. On the date hereof (the “Petition Date”), the Debtors commenced their bankruptcy cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”). No trustee, examiner, or creditors’ committee has been appointed in these cases. The

Debtors are operating their businesses as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. The events leading up to the Petition Date and the facts and circumstances supporting the relief requested herein are set forth in the First Day Declaration, incorporated herein by reference.

THE DEBTORS' CASH MANAGEMENT SYSTEM

5. Before the commencement of the Chapter 11 Cases, and in the ordinary course of business, the Debtors historically implemented and maintained a cash management system (the "Cash Management System") to facilitate the efficient operation of their business and operations. The Cash Management System enables transactions and transfers among the Debtors' various bank accounts required to effect the Debtors' collection and disbursement activities and facilitates the Debtors' reporting through the development of timely and accurate information. The Debtors' finance department maintains daily oversight of the Cash Management System and implements cash management controls for receiving, processing, and releasing funds, ensuring cash availability and liquidity and reducing administrative costs by facilitating the movement of funds. The Cash Management System is essential to the efficient execution and achievement of the Debtors' strategic business objectives, and, ultimately, to maximizing the value of the Debtors' estates.

I. The Bank Accounts

6. The Cash Management System consists of approximately sixty-two (62) bank accounts held by the Debtors (together with any accounts opened after the Petition Date, the "Bank Accounts") and each, a "Bank Account"), maintained at various financial institutions in jurisdictions around the world to conduct transactions necessary to the Debtors' operations (collectively, the "Banks"). A list of the Debtors' Bank Accounts is attached as **Exhibit 1** to the

Proposed Interim Order. As of the Petition Date, approximately forty-four (44) of the Bank Accounts were in active use (the “Active Accounts”), and approximately eighteen (18) of the Bank Accounts were inactive (the “Inactive Accounts”).

7. The Active Accounts are generally comprised of seven (7) types of accounts:

Active Accounts	Description of Active Accounts
Operating Accounts	<p>The Debtors maintain thirty-two (32) accounts where certain payments from customers are collected directly and from which all disbursements for payment of expenses are funded (the “<u>Operating Accounts</u>”). Each of AT Parent’s² major operating subsidiaries has at least one Operating Account. The Operating Accounts are maintained at Bank of America, N.A. (“<u>BOA</u>”), Banco Nacional de Mexico, S.A. (“<u>Banamex</u>”),³ Banco Santander, S.A. (“<u>Santander</u>”), Banco Monex, Banco Mercantil del Norte, S.A., and Banco BAC San José, S.A.</p> <p>As of the Petition Date, the Operating Accounts held approximately \$2,474,342.</p>
Employee Accounts	<p>The Debtors maintain three (3) accounts that are dedicated exclusively to holding funds for employee payroll and benefits (collectively, the “<u>Employee Accounts</u>”). All of the Employee Accounts are maintained at BOA.</p> <p>As of the Petition Date, the Employee Accounts held approximately \$27,492.</p>
Foreign Exchange Accounts	<p>The Debtors maintain five (5) accounts to facilitate foreign exchange transactions (collectively, the “<u>Foreign Exchange Accounts</u>”). The Foreign Exchange Accounts are maintained at Banco Monex and Balanz Capital.</p> <p>As of the Petition Date, the Foreign Exchange Accounts had zero balance.</p>
Collection Account	<p>The Debtors maintain a collection account at BBVA México, S.A. to receive payments from certain</p>

2. Debtor AgileThought, Inc. (“AT Parent”) is the ultimate parent of each of the other Debtors.

3. Banamex is an affiliate of Citibank. The Debtors understand that Citibank is presently migrating Banamex accounts to Citibank accounts.

Active Accounts	Description of Active Accounts
	<p>customers (the “<u>Collection Account</u>”). Funds are swept periodically to one of the Debtors’ Operating Accounts.</p> <p>As of the Petition Date, the Collection Account held approximately \$25,254.</p>
Factoring Account	<p>The Debtors maintain an account subject to a factoring agreement with Factoring Corporativo, S.A. de C.V., SOFOM, E.R. (the “<u>Factoring Account</u>”). The Factoring Account is maintained at Sistema de Transferencias y Pagos STP, S.A. de C.V. (“<u>STP</u>”).</p> <p>As of the Petition Date, the Factoring Account had zero balance.</p>
Employee Savings Bank Account	<p>The Debtors maintain a brokerage account at Monex Casa de Bolsa, S.A. de C.V. for the benefit of employees participating in a Caja de Ahorro, or “Savings Bank,” program (the “<u>Employee Savings Bank Account</u>”).</p> <p>The Employee Savings Bank Account contains certain amounts that are not property of the Debtors’ estates under section 541 of the Bankruptcy Code.</p> <p>As of the Petition Date, the Employee Savings Bank Account held approximately \$7,783.</p>
Restricted Account	<p>The Debtors maintain an account at Santander which holds restricted funds in connection with a Brazilian labor dispute (the “<u>Restricted Account</u>”).</p> <p>As of the Petition Date, the Restricted Account held approximately \$331,320. Of that amount, approximately \$236,000 is restricted (the “<u>Restricted Amount</u>”).</p>

8. Active Accounts. The Active Accounts implement the collection, transfer and disbursement of the Debtors’ cash (except for the Restricted Amount and the Employee Savings Bank Account), as described below.

(a) Operating Accounts. For the most part, each Debtor funds its own operations through the Operating Accounts, which are used for both collections and disbursements, including, among other things, to pay vendors, suppliers, service providers, payroll, taxes, and other necessary expenses. Where collections are insufficient to sustain a Debtor’s operating

expenses, that Debtor's Operating Account is funded from the Operating Accounts of other Debtors on an as-needed basis. Many of the Debtors' clients specifically require that the applicable Debtor utilize specific Banks to receive payments associated with their contracts. Accordingly, it is not uncommon for one Debtor to have multiple Operating Accounts at different Banks to accommodate various client demands.

(b) Employee Accounts. As noted above, the Debtors maintain the Employee Accounts that are dedicated to holding funds for payment of employee payroll and benefits. Further details regarding the Debtors' payroll and other employee-related processes are described more fully in the *Debtors' Motion for Entry of Interim and Final Orders (A) Authorizing Debtors to Pay (I) Prepetition Employee Obligations, (II) Prepetition Withholding Obligations, and (III) Postpetition Employee Obligations in the Ordinary Course, and (B) Authorizing Banks to Honor Related Transfers* (the "Employee Wage Motion"), filed concurrently herewith.

(c) Foreign Exchange Accounts. The Debtors use the Foreign Exchange Accounts to facilitate foreign exchange transactions; the Debtors do not typically retain funds in the Foreign Exchange Accounts absent a specific foreign exchange transaction pending.

(d) Collection Account. Based on their agreements with certain customers, the Debtors are required to maintain the Collection Account to receive payments from those customers. Amounts received in the Collection Account are periodically swept to an Operating Account at the same Debtor entity.

(e) Factoring Account. Pursuant to a factoring agreement dated January 31, 2014 (as amended, the "Factoring Agreement") between Debtor AgileThought Digital Solutions S.A.P.I. de C.V. ("AT S.A.P.I.") and Factoring Corporativo, S.A. de C.V., SOFOM, E.R. ("Factoring Corporativo"), AT S.A.P.I. obtained a revolving line of credit in the aggregate amount

of approximately \$4 million⁴ in anticipation of income from certain clients with respect to accounts receivable. The Factoring Agreement permits AT S.A.P.I. to borrow against approximately 70% of the value of such expected receivables. In exchange, AT S.A.P.I. deposits all collections from those clients subject to the Factoring Agreement in the Factoring Account to repay the loans plus interest. Although the Factoring Account is in the name of AT S.A.P.I., the Debtors have only viewing rights and do not control the account. Factoring Corporativo sweeps the collections shortly after receipt.

(f) Employee Savings Bank Account. The Debtors' full-time employees in Mexico are afforded the option to participate in an annual Caja de Ahorro, or "Savings Bank," program at the beginning of each year. As part of this program, participating employees voluntarily defer part of their compensation through monthly deductions over the course of the year, which are deposited in the Employee Savings Bank Account. Once deposited, funds may either be loaned out to participating employees or put into low-risk investments managed by Monex Casa de Bolsa, S.A. de C.V. At the end of the year, participating employees receive their deferred compensation in addition to their pro rata share of any returns from the loans and investments during the course of the year. At the beginning of the year, AT S.A.P.I. contributes 300,000 Mexican pesos to the program, which amount is property of the Debtors' estates and is returned to the Company at the end of the year. Returns from AT S.A.P.I.'s contribution is shared pro rata among the participating employees. Additional detail regarding this program is provided in the Employee Wage Motion.

(g) Restricted Account. In connection with litigation pending in Brazil

4. Covenants contained in the Debtors' prepetition financing agreements restrict borrowing to a cap of \$1.5 million. As of the Petition Date, approximately \$920,000 is currently outstanding under the Factoring Agreement.

regarding certain labor matters, Debtor AgileThought Brasil-Consultoria Em Tecnologia LTDA is required to provide a “carta de fiança,” which functions similarly to a bond or letter of credit, in favor of the Tribunal Regional do Trabalho da 2º Regiao through Banco Santander (Brasil), S.A. The Restricted Amount is posted as collateral in support of the Debtor’s obligation to pay in the event of an adverse decision. The carta de fiança expires on March 31, 2024. Other than maintaining the Restricted Amount, the Restricted Account otherwise functions as an operating account, including processing payroll.

9. The Debtors regularly perform a reconciliation of all deposits, transfers, and payments in the Operating Accounts, and do so with respect to the Restricted Account monthly. In addition, the entire Cash Management System is reconciled monthly.

10. The Debtors’ transition into chapter 11 will be significantly less disruptive if the Bank Accounts are maintained with the same account numbers and, where applicable, automated receipt, transfer, and disbursement protocols. The Debtors further request authority to deposit funds in and withdraw funds from all such Bank Accounts postpetition, subject to the same access rights and limitations existing prior to the Petition Date, including, but not limited to, checks, wire transfers, ACH, electronic funds transfers and other debits and to treat the Bank Accounts for all purposes as debtor-in-possession accounts.

II. Existing Business Forms and Checks

11. In the ordinary course of business, the Debtors occasionally use pre-printed check stock with the relevant Debtor’s name printed thereon (the “Business Forms”). To minimize administrative expense and delay, the Debtors request authority to continue to use their Business Forms substantially in the forms existing immediately prior to the Petition Date, without reference to the Debtors’ “Debtor-in-Possession” status until the existing stock has been exhausted, provided

that the Debtors shall add the “Debtor-in-Possession” designation to any new checks ordered after the depletion of the existing stock.

12. Parties doing business with the Debtors undoubtedly will be aware, as a result of the notice that will be sent of the filing of the Debtors’ Chapter 11 Cases and the publicity of the filing, of the Debtors’ status as chapter 11 debtors-in-possession. For this reason, the Debtors request that they be authorized to use existing checks and deposit slips without placing the label “Debtor-in-Possession” on each such form until such a time as their existing stocks are depleted. In addition, the Debtors request a reasonable amount of time to provide for the insertion of “Debtor-in-Possession” on postpetition purchase orders and invoices.

III. Corporate Credit Card

13. The Debtors’ procurement department has a corporate credit card, issued by Comdata, Inc. pursuant to their Center® Corporate Credit Card Program (the “Center® Card”), for equipment and other purchases.⁵ The Center® Card has an aggregate credit limit of \$65,000.

14. The Center® Card is invoiced to and paid for by Debtor AT LLC. Expenses charged to the Center® Card are not reimbursed by the incurring Debtor entity. The Center® Card is not secured by any cash collateral or other security.

15. The Debtors seek authority, but not direction, to continue using the Center® Card in the ordinary course of business from and after the Petition Date, as they deem appropriate in their business judgment.

5. The Debtors also maintain an American Express account that they are in the process of closing. There are no extensions of credit or payables associated with the account.

IV. Bank Fees

16. In the ordinary course of business, the Debtors incur and pay, honor, or allow to be deducted from the appropriate Bank Accounts periodic service charges and other ordinary course fees in connection with maintaining the Cash Management System (collectively, the “Bank Fees”). The Debtors incur approximately \$14,000 in Bank Fees each month under the Cash Management System.

17. As of the Petition Date, the Debtors do not believe that they have any outstanding or unpaid Bank Fees. Out of an abundance of caution, and to ensure continued access to the Bank Accounts and related banking services, the Debtors seek authority to pay any prepetition Bank Fees that may have been incurred and to continue to pay the Bank Fees in accordance with past practices.

V. Intercompany Transactions

18. In the ordinary course of business, the Debtors use their Cash Management System to engage in various essential intercompany transactions (the “Intercompany Transactions”). More specifically, the Debtors engage in Intercompany Transactions to, among other things, complete transactions with administrative ease, fund ordinary course business expenses (e.g., payroll and vendor obligations), and facilitate operations on a daily basis.

19. These Intercompany Transactions generally fall into three (3) principal categories: (a) employee reimbursement; (b) vendor payments; and (c) currency-based transactions. Each category is described in greater detail below.

(a) Employee Reimbursement. Because of the international reach of the Debtors’ business and the fact that the majority of the Debtors’ employees are located in Mexico, employees on the payroll of one business unit are often called upon to provide services for other Debtors. As a result, Debtors who do not employ these employees of other Debtors regularly

reimburse the employing Debtor entity for the provision of such services. In addition, because the borrower under the Debtors' prepetition financing facility is a U.S. entity, to avoid currency exchange issues, the Debtors frequently maintain the majority of their cash in the U.S. For example, U.S.-based Debtors fund the payment of payroll and payroll taxes (which are generally paid a month in arrears outside of the U.S.) of Mexican Debtors. In such instances, the Debtors record intercompany payable and receivable journal entries in the applicable Debtors' books and records.

(b) Vendor Payments. Certain Debtors also regularly transfer funds to or on behalf of other Debtors for the payment of vendor costs for two primary reasons. First, certain vendor relationships are maintained by one Debtor entity, notwithstanding that the vendor's goods or services may be shared amongst the Debtors. Because it maintains the AgileThought brand name, various vendor contracts are often made with Debtor AgileThought, LLC ("AT LLC"). Accordingly, AT LLC often pays expenses for goods or services that are being provided to other Debtor entities. For example, the Debtors have a single account with FedEx that is used by all of the Debtors to ship materials around the world. AT LLC pays the invoices from FedEx for all of the Debtor entities. AT LLC will often receive cash infusions from other Debtor entities to pay such expenses on an as-needed basis. Second, U.S. Debtors also pay vendor costs incurred by non-U.S. Debtors for the same reasons described above with respect to payroll and payroll taxes. The Debtors record intercompany payable and receivable journal entries reflecting these vendor payments in the applicable Debtors' books and records.

(c) Currency-Based Transactions. Certain Debtors also regularly transfer funds to or on behalf of other Debtors in order to minimize the cost of foreign exchange fees. This is particularly important due to currency fluctuations among the nations in which the

Debtors operate. For example, the Mexican peso is presently increasing in value against the U.S. Dollar, leading to increased costs associated with converting U.S. dollars to Mexican pesos. In furtherance of these practices, certain Debtors often preserve funds collected in local currencies. In the event a Debtor has insufficient funds in a given currency to satisfy its obligations, another Debtor may transfer funds in the desired currency to that entity rather than pay foreign exchange fees. In addition, certain non-U.S. Debtors may collect funds from clients in U.S. dollars but need to pay expenses in a foreign currency (e.g., Mexican pesos). In such circumstances, that Debtor may receive funds in that local currency from another Debtor located in-country that has cash on hand in such currency in order to minimize currency exchange costs. For example, Debtor AgileThought Mexico, S.A. de C.V. ("ATMX") collects U.S. dollars from its clients, but many of its expenses are incurred in Mexican pesos. Rather than exchanging its U.S. dollars for Mexican pesos to pay its expenses, ATMX may instead request to receive pesos from Debtor AN Extend S.A. de C.V. In such instances, the Debtors record intercompany payable and receivable journal entries in the applicable Debtors' books and records.

20. Such Intercompany Transactions result in receivables and payables between certain Debtors (the "Intercompany Claims"). Accordingly, at any given time, there may be Intercompany Claims owing either from one Debtor to another. The Debtors maintains records of all intercompany transfers, which generally are reconciled on a monthly basis, and therefore, are able to ascertain, trace, and account for all intercompany transactions. The Debtors will continue to do so during these Chapter 11 Cases.

21. Each of the Intercompany Transactions were, and are, being conducted to facilitate the continued operations of the Debtors' businesses and are designed to maximize and appropriately allocate value for the services the Debtors and their affiliates provide. Accordingly,

the Debtors intend to continue these transactions in the ordinary course of business, subject to and in accordance with the terms of the DIP Credit Agreement, the DIP Budget, and the Proposed Orders.⁶ To the extent the Debtors seek to cease or materially modify any of these Intercompany Transactions during the course of these Chapter 11 Cases, the Debtors will provide notice to the DIP Agent (as defined in the DIP Motion) and the Office of the United States Trustee (the “U.S. Trustee”) prior to the implementation of such changes.

22. If the Intercompany Transactions were to be discontinued, the Cash Management System and the Debtors’ operations would be disrupted unnecessarily to the detriment of the Debtors, their creditors, and other stakeholders. Because the Debtors engaged in the Intercompany Transactions on a regular basis prepetition and such transactions are common for enterprises like the Debtors, the Debtors believe that they may continue the Intercompany Transactions in the ordinary course under Bankruptcy Code section 363(c)(1), without Court approval. Nonetheless, out of an abundance of caution, the Debtors seek express authority, but not direction, to continue engaging in the Intercompany Transactions, subject to and in accordance with the terms of the DIP Credit Agreement, the DIP Budget, and the Proposed Orders. Consistent with their prepetition practice, the Debtors will maintain records of all transfers and can ascertain, trace, and account for all of the Intercompany Transactions. In addition, the Debtors request that the postpetition Intercompany Transactions be granted administrative expense priority status, which will help to ensure the orderly and efficient operation of the Debtors’ enterprise.

6. Each as defined in 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* (the “DIP Motion”), filed contemporaneously herewith.

RELIEF REQUESTED

23. By this Motion, the Debtors seek entry of the Proposed Interim Order and Proposed Final Order, pursuant to sections 105(a), 345, 363(c)(1), and 503(b) of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004(h) and Local Rule 2015-2 (i) authorizing, but not directing, the Debtors to (a) continue to operate their Cash Management System, including maintaining their Bank Accounts, Business Forms, and Center® Card, (b) honor certain prepetition obligations related thereto, and (c) continue to engage in Intercompany Transactions; (ii) granting administrative expense priority status to postpetition Intercompany Claims; and (iii) granting related relief. Without the requested relief, the Debtors submit that they would be unable to conduct their financial operations effectively and efficiently, which would cause significant harm to the Debtors and their estates.

24. In addition to the foregoing, the Debtors request that the Court authorize and direct all of the Banks to continue to maintain, service, and administer the Bank Accounts and to debit the Bank Accounts in the ordinary course of business on account of: (a) all checks, wires, or ACH transfers otherwise authorized by order of this Court irrespective of whether such payments relate to prepetition goods or services; (b) all checks drawn on the Bank Accounts that are cashed at the Banks or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (c) all checks or other items deposited in one of the Bank Accounts prior to the Petition Date that have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent that the Debtors were responsible for such items prior to the Petition Date; and (d) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to the Banks as service charges for the maintenance of the Cash Management System.

BASIS FOR RELIEF

I. Maintaining the Existing Cash Management System Is in the Best Interests of the Debtors, Their Creditors, and All Parties-in-Interest

25. The UST Guidelines (as defined herein) require debtors-in-possession to, among other things: (a) establish one “Debtor-in-Possession” bank account for all estate monies required for the payment of taxes, including payroll taxes; (b) close all existing bank accounts and open new “Debtor-in-Possession” accounts; and (c) maintain a separate “Debtor-in-Possession” account for cash collateral. *See Region 3, District of Delaware Operating Guidelines for Chapter 11 Cases* (rev. 2020) (the “UST Guidelines”). These requirements are designed to provide a clear line of demarcation between prepetition and postpetition claims and payments and help protect against the inadvertent payment of prepetition claims by preventing banks from honoring checks drawn before the Petition Date. The Debtors submit, however, that a waiver of certain requirements is warranted.

26. Enforcement of the U.S. Trustee’s requirements here would significantly disrupt the Debtors’ business. Indeed, as explained in more detail above, the Bank Accounts comprise an established Cash Management System that the Debtors must maintain to ensure collections and disbursements occur. The Debtors’ Cash Management System allows them to centrally manage all of their cash flow needs and includes the necessary accounting controls to enable the Debtors to trace funds through the system and ensure that all transactions are adequately documented and readily ascertainable. While the Debtors’ cases are pending, the Debtors will continue to maintain detailed records reflecting all transfers of funds.

27. Accordingly, to avoid delays in payments to administrative creditors, to ensure as smooth a transition into chapter 11 as possible, and to maximize the value of their estates, the Debtors submit that (a) they must be permitted to continue to maintain their existing Bank

Accounts and open new and close existing accounts as needed; and (b) the requested relief must extend to any new accounts by providing that the new accounts are deemed to be Bank Accounts and are similarly subject to the rights, obligations, and relief granted by this Court.

28. The key components of the Cash Management System have been used by the Debtors for many years as a customary and essential business practice. The widespread use of such system demonstrates the numerous benefits they provide, including the ability to control and monitor corporate funds, ensure cash availability, and reduce administrative expenses by facilitating the movement of funds. In light of the size and complexity of the Debtors' operations, the value of the Debtors' estates cannot be maximized if the Cash Management System is substantially disrupted. In addition, maintenance of the Cash Management System is essential to preserving a "business as usual" atmosphere and avoiding unnecessary distractions.

29. Parties in interest will not be harmed by the Debtors' maintenance of the Cash Management System, including the Bank Accounts, because the Debtors have implemented appropriate mechanisms to ensure that unauthorized payments will not be made on account of obligations incurred prior to the Petition Date, except for those obligations which the Debtors have been authorized to pay in connection with the First Day Motions. Specifically, with the assistance of their professionals and consistent with prior practice, the Debtors will continue to maintain detailed records of all transfers of cash and record all transactions on applicable accounts.

30. Continuation of the Cash Management System is permitted pursuant to section 363(c)(1) of the Bankruptcy Code, which authorizes debtors-in-possession to "use property of the estate in the ordinary course of business without notice or a hearing." 11 U.S.C. § 363(c)(1). The purpose of section 363(c)(1) is to provide a debtor-in-possession with the flexibility to engage in the ordinary transactions required to operate its business without unnecessary oversight by its

creditors or the court. *See, e.g., In re Roth Am., Inc.*, 975 F.2d 949, 952 (3d Cir. 1992). Included within the purview of section 363(c) is a debtor's ability to continue the "routine transactions" integral to a debtor's cash management system. *See Amdura Nat'l Distrib. Co. v. Amdura Corp. (In re Amdura Corp.)*, 75 F.3d 1447, 1453 (10th Cir. 1996) (indicating that a debtor is "generally authorized to continue operating its business," including performing "routine transactions necessitated by the [existing] cash management system"); *see also Charter Co. v. Prudential Ins. Co. of Am. (In re Charter Co.)*, 778 F.2d 617, 621 (11th Cir. 1985) (indicating that an order authorizing the debtor to employ its "usual and customary" cash management system was "entirely consistent" with section 363(c)(1).

31. Courts in this district have observed that use of an integrated cash management system "allows efficient utilization of cash resources and recognizes the impracticalities of maintaining separate cash accounts for the many different purposes that require cash." *In re Columbia Gas Sys., Inc.*, 136 B.R. 930, 934 (Bankr. D. Del. 1992), *aff'd in part and rev'd in part*, 997 F.2d 1039 (3d Cir. 1993). The Third Circuit has agreed, emphasizing the "huge administrative burden" and economic inefficiency of requiring affiliated debtors to maintain all accounts separately. *Columbia Gas Sys.*, 997 F.2d at 1061; *see also In re Southmark Corp.*, 49 F.3d 1111, 1114 (5th Cir. 1995) (maintaining an existing cash management system allows a debtor "to administer more effectively and efficiently its financial operations and assets").

32. To the extent that use of the existing Cash Management System falls outside the ordinary course of business, such use is permitted by Bankruptcy Code sections 363(b)(1) and 105(a). Bankruptcy Code section 363(b)(1) provides, in relevant part, that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Bankruptcy Code section 105(a) further provides that this

Court may “issue any order . . . that is necessary or appropriate to carry out the provisions of” the Bankruptcy Code. *Id.* § 105(a).

33. Numerous courts in this district have authorized debtors to continue to use their existing cash management systems in other chapter 11 cases. *See, e.g., In re PGX Holdings, Inc.*, No. 23-10718 (CTG) (Bankr. D. Del. June 6, 2023 and July 19, 2023) (authorizing the debtors to continue using their existing cash management system on an interim and final basis, respectively); *In re Lannett Co., Inc.*, No. 23-10559 (JKS) (Bankr. D. Del. May 4, 2023 and June 5, 2023) (same); *In re SiO2 Medical Prods., Inc.*, No. 23-10366 (JTD) (Bankr. D. Del. Mar. 30, 2023 and May 18, 2023) (same); *In re Stanadyne LLC*, No. 23-10207 (TMH) (Bankr. D. Del. Feb. 22, 2023 and Apr. 18, 2023) (same).⁷

II. Maintenance of the Debtors’ Existing Bank Accounts Is Warranted

34. To comply with the UST Guidelines, the Debtors would need, among other things, to create a new system for manually issuing checks and paying postpetition obligations. The delays that would result from opening these accounts, revising cash management procedures, and instructing customers to redirect payments would disrupt the Debtors’ business. If the Debtors are required to close their existing Bank Accounts and create a new cash management system, the Debtors will suffer significant harm from the resultant operational paralysis and incur costs from closing their existing Bank Accounts, opening new accounts, and printing new checks.

35. To avoid substantial disruption to the normal operation of their business and to preserve a “business as usual” atmosphere, the Debtors request that they be permitted to continue to use the existing Bank Accounts without establishing separate accounts for cash collateral or tax

7. Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors’ proposed counsel.

payments. Allowing the Debtors to maintain the Bank Accounts will assist them in accomplishing a smooth transition to operations under chapter 11. Moreover, the Debtors can distinguish between prepetition and postpetition obligations and payments without closing the Bank Accounts and opening new ones. Additionally, the Banks have been or are in the process of being advised not to honor checks, drafts, or other requests for payment issued prior to the Petition Date, except as otherwise expressly permitted by an order of the Court and directed by the Debtors. Therefore, the goals of the UST Guidelines can be satisfied, and the Debtors' creditors can be protected, without closing the Bank Accounts.

36. Altering the Bank Account structure would interrupt the Debtors' system, thereby significantly disrupting the Debtors' business operations and jeopardizing the Debtors' prompt and timely payment of their obligations. The Debtors' system provides the protections required by the UST Guidelines—ensuring payment of undisputed taxes—without requiring the creation of new accounts and payment procedures.

37. Thus, the Debtors respectfully request that the Court authorize the Banks to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors-in-possession, without interruption and in the ordinary course of business. In this regard, the Banks should be authorized to receive, process, honor, and pay any and all checks, wires, ACH transfers and other instructions, and drafts payable through, drawn, or directed on such Bank Accounts after the Petition Date by holders, makers, or other parties entitled to issue instructions with respect thereto, whether such checks, drafts, wires, or ACH transfers are dated prior to or subsequent to the Petition Date consistent with any order of the Court and governing law; *provided, however*, that any check, draft, or other notification that the Debtors advised the Banks to have

been drawn, issued, or otherwise presented prior to the Petition Date may be honored by the Banks only to the extent authorized by order of the Court.

38. The Debtors also request that, to the extent the Banks honor a prepetition check or other item drawn on any account that is the subject of this Motion (a) at the direction of the Debtors, (b) in a good-faith belief that the Court has authorized such prepetition check or item to be honored, or (c) as the result of an innocent mistake despite the above-described protective measures, such Bank will not be deemed to be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item honored postpetition. Both as part of this Motion and in other motions that have been filed concurrently, the Debtors are requesting authority, but not direction, to pay certain prepetition obligations. With respect to some of these obligations, the Debtors issued checks prior to the Petition Date that have yet to clear the banking system. In other instances, the Debtors will issue the relevant check once the Court enters an order permitting the Debtors to do so. The Debtors intend to inform the Banks which checks should be honored. Therefore, the Debtors request that the Banks be authorized to rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored. The Debtors respectfully submit that such relief is reasonable and appropriate because the Banks are not in a position to independently verify or audit whether a particular item may be paid in accordance with a court order or otherwise.

39. Although the Debtors are requesting the suspension of the requirement that they close all Bank Accounts and open new “Debtor-in-Possession” bank accounts, the Debtors may determine, in their business judgment, that opening new bank accounts or closing existing Bank Accounts is in the best interests of their estates. Nothing contained herein should prevent the Debtors from opening any additional bank accounts, or closing any existing Bank Accounts, as

they may deem necessary and appropriate in their sole discretion; *provided* that any new domestic account is established at a bank that is insured with the FDIC and organized under the laws of the United States or any State therein, or, in the case of accounts that may carry a balance exceeding the insurance limitations set thereby, is an authorized depository pursuant to the UST Guidelines.

40. In connection with the Cash Management System, the Debtors request authorization to continue to pay, honor, or deduct from the appropriate account certain Bank Fees. As with the Cash Management System, payment of the Bank Fees will minimize disruption to the Debtors' operations and is therefore in the best interests of their estates. Absent payment of the Bank Fees, the Banks might assert setoff rights against the funds in the Bank Accounts, freeze the Bank Accounts, and/or refuse to provide banking services to the Debtors. Accordingly, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors seek authority, in their sole discretion, to pay and/or reimburse the Banks in the ordinary course of business for any Bank Fees arising prior to or after the Petition Date.

41. Within fifteen (15) days of the date of entry of the Proposed Interim Order, the Debtors will (a) contact the Banks, (b) provide the Banks with the Debtors' employer identification numbers, and (c) identify each of the Bank Accounts as held by a "Debtor-in-Possession" in a bankruptcy case.

III. The Debtors Should Be Authorized To Use Existing Check Stock and Related Business Forms

42. Local Rule 2015-2(a) provides:

Where the debtor uses pre-printed checks, upon motion of the debtor, the Court may, without notice and hearing, permit the debtor to use its existing checks without the designation "Debtor-in-Possession" and use its existing bank accounts. However, once the debtor's existing checks have been used, the debtor shall, when reordering checks, require the designation "Debtor-in-Possession" and the corresponding bankruptcy number on all such checks.

Del. Bankr. L.R. 2015-2(a).

43. To minimize expenses to their estates, the Debtors also seek authorization to continue using the Business Forms existing immediately prior to the Petition Date, without reference to the Debtors' status as debtors-in-possession. Modifying existing Business Forms would be burdensome and expensive and would confer no corresponding benefit upon those dealing with the Debtors, most of whom, as noted above, will be aware of the commencement of these Chapter 11 Cases. The Debtors therefore request authorization to use their existing Business Forms without adding a "Debtor-in-Possession" or similar legend. The Debtors will obtain new check stock bearing the designation "Debtor-in-Possession" after depleting their current check stock. To the extent that Business Forms and checks are prepared electronically, the Debtors will add a "Debtor-in-Possession" designation to such Business Forms and checks within ten (10) days of the Petition Date.

IV. Cause Exists to Permit Continued Use of Intercompany Transactions and Postpetition Intercompany Claims Should Be Given Administrative Expense Status

44. The Debtors' funds move through the Cash Management System as described above. At any given time, there may be Intercompany Claims owing from one Debtor to another. The Debtors track all fund transfers in their accounting system and can ascertain, trace, and account for all such Intercompany Transactions previously described. The Debtors, moreover, will continue to maintain records of such Intercompany Transactions. If the Intercompany Transactions were to be discontinued, the Cash Management System and related administrative controls could be disrupted to the Debtors' and their estates' detriment.

45. These Intercompany Transactions are made between the Debtors in the ordinary course as part of the Cash Management System. Because the Debtors engage in Intercompany Transactions on a regular basis and such transactions are common among enterprises like that of

the Debtors, the Debtors submit that the Intercompany Transactions are ordinary course transactions within the meaning of section 363(c)(1) of the Bankruptcy Code and, thus, do not require this Court's approval. Nonetheless, out of an abundance of caution, the Debtors respectfully request express authority to continue conducting the Intercompany Transactions in the ordinary course of business on a postpetition basis without the need for further Court order.

46. Ordinary-course Intercompany Transactions are essential to ensuring the Debtors are able to operate their business as debtors-in-possession and to preserving and increasing the estate assets. Certain of the Debtors would not be able to continue operations but for these Intercompany Transactions. Permitting these Intercompany Transactions to continue where necessary is, therefore, vital to preserving and increasing the value of the Debtors' estates.

47. If the Intercompany Transactions were to be discontinued, the Debtors' business would be irreparably harmed. Ceasing the Intercompany Transactions could dramatically disrupt the Debtors' operations, which rely on the flow of funds amongst the Debtor entities. Failure to permit the Debtors to continue their ordinary-course Intercompany Transactions likely would decrease the value of the Debtors' estates and dilute the recoveries of the Debtors' creditors. Preserving the "business as usual" operating model and avoiding any substantial disruption to the Intercompany Transactions will also facilitate the Debtors' efforts to conduct an orderly sale process. Accordingly, the Debtors respectfully submit that the continued performance of the Intercompany Transactions is in the best interest of the Debtors' estates and their creditors. Accordingly, the Debtors should be permitted to continue such performance.

V. Cause Exists to Modify Certain Requirements of Section 345(b) of the Bankruptcy Code

48. Section 345(a) of the Bankruptcy Code authorizes a debtor-in-possession to make deposits or investments of estate money in a manner "as will yield the maximum reasonable net

return on such money, taking into account the safety of such deposit or investment.” 11 U.S.C. § 345(a). If a deposit or investment is not “insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States,” section 345(b) of the Bankruptcy Code provides that a debtor must require that the entity with which the deposit or investment is made obtain a bond in favor of the United States that is secured by the undertaking of an adequate corporate surety or deposit securities of the kind specified in 31 U.S.C. § 9303, unless the court for cause orders otherwise. *See* 11 U.S.C. § 345(b); *see also* 140 Cong. Rec. H10,767 (daily ed. Oct. 4, 1994), 1994 WL 54773 (stating that while the requirement under section 345(b) for debtor funds to be FDIC insured, collateralized, or bonded may be “wise in the case of a smaller debtor with limited funds that cannot afford a risky investment to be lost, it can work to needlessly handcuff larger, more sophisticated debtors”). Alternatively, the debtor may require the entity to deposit governmental securities pursuant to 31 U.S.C. § 9303.⁸

49. To the extent that the Cash Management System does not strictly comply with section 345 of the Bankruptcy Code, the Debtors seek a waiver of the deposit and investment requirements set forth therein for a 60-day period commencing upon entry of the Proposed Interim Order, without prejudice to the Debtors’ right to seek further modifications or extensions of time. Courts may waive compliance with section 345 of the Bankruptcy Code and the UST Guidelines for “cause.” In evaluating whether “cause” exists, courts have considered a number of factors, including:

- a. the sophistication of the debtor’s business;

8. Section 9303 of title 31 provides that when a person is required by law to give a surety bond, that person, in lieu of a surety bond, may instead provide an eligible obligation, designated by the Secretary of the Treasury, as an acceptable substitute for a surety bond. 31 U.S.C. § 9303.

- b. the size of the debtor's business operations;
- c. the amount of the investments involved;
- d. the bank ratings (Moody's and Standard & Poor) of the financial institutions where the debtor in possession funds are held;
- e. the complexity of the case;
- f. the safeguards in place within the debtor's own business for ensuring the safety of the funds;
- g. the debtor's ability to reorganize in the face of a failure of one or more of the financial institutions;
- h. the benefit to the debtor;
- i. the harm, if any, to the debtor;
- j. the harm, if any, to the estate; and
- k. the reasonableness of the debtor's request for relief from section 345(b) of the Bankruptcy Code requirements in light of the overall circumstances of the case.

In re Serv. Merch. Co., Inc., 240 B.R. 894, 896 (Bankr. M.D. Tenn. 1999).

50. Congress has emphasized that the investment and deposit requirements of section 345 "can work to needlessly handcuff larger, more sophisticated debtors." H.R. Rep. No. 103-834 (1994); 140 Cong. Rec. H10,767 (Oct. 4, 1994). Thus, Congress added the waiver clause in section 345(b) "to allow the courts to approve investments other than those permitted by section 345(b) for just cause, thereby overruling *In re Columbia Gas Systems, Inc.*, 33 F.3d 294, (3d Cir. 1994)." 140 Cong. Rec. H10,767 (Oct. 4, 1994).

51. Here, the Debtors submit cause exists to waive the requirements set forth by section 345(b) and the UST Guidelines regarding authorized depositories ("Authorized Depositories"). Although the Debtors hold a number of Bank Accounts at Authorized Depositories, including BOA and Santander, and such accounts hold the overwhelming majority of the Debtors' cash, many of the Debtors' Bank Accounts are not Authorized Depositories. Many of these entities are

insured by deposit insurance corporations in their home jurisdictions, and are widely deemed to be as financially stable as the financial institutions on the U.S. Trustee's Authorized Depository list. Moreover, the accounts maintained at Banks that are not Authorized Depositories generally (i) hold de minimis or no amounts; (ii) are required by one of the Debtors' customers; or (iii) are necessary to maintain due to the lack of an alternative Authorized Depository in the applicable foreign location.

52. Because these Bank Accounts are vital to the Cash Management System, the Debtors submit that requiring the Debtors to comply with section 345(b) or to transfer these funds to other banks would be unduly burdensome to the Debtors' operations, which must seamlessly operate across multiple jurisdictions and multiple currencies.

53. Precisely because most of the Debtors' operations, employees and vendors are located outside the United States, it is vital that the Debtors be able to continue operating their foreign Bank Accounts so as to tender payments in other countries in the local currency. Furthermore, in several jurisdictions in which the Debtors operate, the Debtors are required to maintain domestic bank accounts in order to pay local authorities (e.g., tax authorities) in local currencies, either through wire transfer or check.

54. Permitting the Debtors to maintain and use their existing Bank Accounts, and waiving any applicable UST Guidelines, is in the best interests of the Debtors' estates, their creditors, and other interested parties. Requiring the Debtors to establish new accounts at this juncture would create an unnecessary administrative burden and delay the payment of critical workforce-related obligations and other expenses. The cost and delay associated with opening new accounts would disrupt the Debtors' efforts to smoothly transition into bankruptcy and maintain their business with minimal impact from the chapter 11 filing. In accordance with

existing practices, the Debtors request authority to: (i) continue to use and administer the Bank Accounts; (ii) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors-in-possession; and (iii) conduct all banking transactions by all usual means and debit the Bank Accounts on account of all usual items and payment instructions, including checks, drafts, wires, automated clearinghouse transfers, electronic fund transfers or other items presented, issued or drawn on the Bank Accounts.

55. The Debtors can achieve the goals of the UST Guidelines without closing their existing Bank Accounts and opening new ones. The Debtors can and will identify all prepetition checks and other forms of payment outstanding on the Petition Date and notify the appropriate Bank not to pay such checks or obligations, unless payment of such obligations has been otherwise authorized by the Court. The systems currently employed by the Debtors and the Banks are sufficient to ensure that prepetition obligations are not paid improperly. However, to avoid delays in payments to administrative creditors, to ensure a smooth and orderly transition into chapter 11, and to aid in the Debtors' efforts to preserve and maximize the value of their assets, it is important that the Debtors be permitted to continue to maintain the Bank Accounts with the same account numbers following the commencement of the Chapter 11 Cases.

56. By preserving business continuity and avoiding disruption and delay in the collection of the Debtors' receipts and making of disbursements that would necessarily result from closing the Bank Accounts and opening new accounts, all parties in interest, including employees, vendors and clients, will be best served. The confusion that would result absent the relief requested herein would frustrate the Debtors' chapter 11 efforts.

57. The Debtors further request authority to implement reasonable changes to the Cash Management System as the Debtors may deem necessary or appropriate, including closing any of

the Bank Accounts or opening any new accounts wherever the Debtors deem that such accounts are needed or appropriate; *provided* that the Debtors will provide notice of the same to (a) the United States Trustee and (b) counsel to any official committee appointed in these cases within fourteen days after such change is made. Any new account that the Debtors open will be with an institution that has executed a Uniform Depository Agreement (a “UDA”) with the United States Trustee.

REQUESTS FOR IMMEDIATE RELIEF AND WAIVER OF STAY

58. Pursuant to Bankruptcy Rules 6003(b) and 6004(h), the Debtors seek (a) immediate entry of an order granting the relief sought herein and (b) a waiver of any stay of the effectiveness of such an order. Bankruptcy Rule 6003(b) provides, in relevant part, that “[e]xcept to the extent that relief is necessary to avoid immediate and irreparable harm, the court shall not, within 21 days after the filing of the petition, issue an order granting the following . . . a motion to pay all or part of a claim that arose before the filing of the petition.” Bankruptcy Rule 6004(h) provides that “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” From this, courts have ruled that, where the failure to grant any such requested relief would result in immediate and irreparable harm to a debtor’s estate, a court may allow a debtor to pay all or part of a claim that arose prepetition immediately.

59. As set forth above, the continued use of the Cash Management System, Bank Accounts, Business Forms, and Center® Card, the payment of Bank Fees, and the ability to continue to enter into Intercompany Transactions, are necessary to prevent immediate and irreparable damage to the Debtors’ operations. Accordingly, to the extent the implementation of the relief sought herein requires the payment of a prepetition claim, the Debtors submit that ample

cause exists to justify (a) the immediate entry of an order granting the relief sought herein and (b) a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent that it applies.

RESERVATION OF RIGHTS

60. Nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or shall be construed as: (a) an admission as to the validity of any claim against a Debtor entity; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of any or all such liens.

NOTICE

61. Notice of the hearing of this Motion shall be provided to: (i) the Office of the United States Trustee for the District of Delaware; (ii) the Office of the United States Attorney General for the District of Delaware; (iii) the Internal Revenue Service; (iv) the holders of the twenty (20) largest unsecured claims against the Debtors on a consolidated basis; (v) counsel for Blue Torch Finance LLC, as administrative agent and collateral agent for the prepetition first lien lenders and the postpetition lenders; (vi) counsel for GLAS Americas LLC, as the administrative agent for the prepetition second lien lenders; (vii) the Banks; and (viii) all parties that have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). Notice of this Motion and any order entered hereon will be

served in accordance with Local Rule 9013-1(m). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

NO PRIOR REQUEST

62. No prior request for the relief sought herein has been made by the Debtors to this or any other court.

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WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Interim Order and the Proposed Final Order and grant such other and further relief as may be appropriate.

Dated: August 28, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ Sameen Rizvi

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Proposed Counsel for the Debtors and Debtors-in-Possession

EXHIBIT A

Proposed Interim 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 (____)

(Jointly Administered)

Re: D.I. _____

INTERIM ORDER (I) AUTHORIZING DEBTORS TO (A) CONTINUE TO MAINTAIN THEIR EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, AND BUSINESS FORMS, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, AND (C) CONTINUE TO PERFORM ORDINARY COURSE INTERCOMPANY TRANSACTIONS; (II) GRANTING ADMINISTRATIVE EXPENSE STATUS TO ORDINARY COURSE POSTPETITION INTERCOMPANY CLAIMS; AND (III) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”) for entry of interim and final orders pursuant to sections 105(a), 345, 363(c)(1), 364(a), and 503(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 6003 and 6004(h) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2015-2 and 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) (i) authorizing, but not directing, the Debtors to (a) continue to operate their existing cash management system, including maintenance of the Debtors’ existing bank accounts, checks, and business forms, (b) honor certain prepetition obligations related thereto, and (c) continue to perform intercompany transactions in the ordinary course consistent with historical practice;

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1. A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <http://www.kccllc.net/AgileThought>. The Debtors’ address is 222 W. Las Colinas Boulevard, Suite 1650E, Irving, TX 75039.
 2. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion.

(ii) granting administrative expense priority status to postpetition intercompany claims; and (iii) granting related relief, as more fully set forth in the Motion; and upon consideration of the *Declaration of James S. Feltman, Chief Restructuring Officer of the Debtors, in Support of First Day Relief*; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and due and proper notice of the hearing to consider the relief requested herein (the “Hearing”) having been provided to the Notice Parties; and it appearing that no other or further notice need be provided; and the legal and factual bases set forth in the Motion establishing just and sufficient cause to grant the relief requested therein; and the relief granted herein being in the best interests of the Debtors, their estates, creditors, and all parties-in-interest; and the Court having held the Hearing with the appearances of interested parties noted in the record of the Hearing; and no objection to the Motion having been filed or made at the Hearing on the Motion; and upon all of the proceedings before the Court and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein on an interim basis.
2. The Debtors are authorized, but not directed, to: (a) continue operating the Cash Management System used prior to the commencement of these Chapter 11 Cases; (b) honor their prepetition obligations related thereto; and (c) continue to perform Intercompany Transactions consistent with historical practice, subject to and in accordance with the terms of the DIP Credit Agreement and the DIP Budget (each as defined in the DIP Motion) and this Order.

3. The Debtors are further authorized, but not directed, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on **Exhibit 1** attached hereto, and need not comply with guidelines relating to bank accounts set forth in the UST Guidelines; (b) use, in their present form, any pre-printed correspondence and Business Forms (including checks and letterhead) without reference to the Debtors' status as debtors-in-possession; (c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors-in-possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, ACH transfers, wire transfers, and other debits; and (e) pay any ordinary course Bank Fees incurred in connection with the Bank Accounts, and to otherwise perform their obligations under the documents governing the Bank Accounts; *provided* that once the Debtors' pre-printed correspondence, Business Forms (including letterhead) and existing checks have been used, the Debtors shall, when reordering, require the designation "Debtor-in-Possession" and the corresponding bankruptcy case number on all such documents.

4. Within fifteen (15) days of the date of entry of this Order, the Debtors shall (a) contact the Banks, (b) provide the Banks with the Debtors' employer identification numbers, and (c) identify each of the Bank Accounts as held by a "Debtor-in-Possession" in a bankruptcy case.

5. To the extent applicable, for Banks at which the Debtors hold Bank Accounts that are not party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall use their good-faith efforts to cause such Banks to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee within thirty days of the date of this Order.

6. The Banks are authorized and directed to continue to service and administer the Bank Accounts as debtor-in-possession accounts without interruption, and to accept and honor all

representations from the Debtors as to which checks, drafts, wires or ACH transfers shall be honored or dishonored consistent with any order(s) of this Court and governing law, whether such checks, drafts, wires or ACH transfers are dated prior to or subsequent to the Petition Date.

7. Each of the Debtors' Banks is authorized to debit the Debtors' Bank Accounts in the ordinary course of business without the need for further order of this Court for: (i) all checks drawn on the Debtors' Bank Accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (ii) all checks or other items deposited in one of the Debtors' Bank Accounts with such Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (iii) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System.

8. The Banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

9. Those certain existing deposit agreements between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and that all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect. Either the Debtors or the Banks may, without further Order of this Court, implement changes to the Cash Management System and procedures in the ordinary course of business pursuant to terms of those certain

existing deposit agreements, including, without limitation, the opening and closing of bank accounts.

10. The Banks shall implement reasonable handling procedures designed to effectuate the terms of this Order, and if it implements such handling procedures and then honors a prepetition check or other item drawn on any Bank Account that is the subject of this Order either (i) at the direction of the Debtors to honor such prepetition check or item; (ii) in good faith believe that the Court has authorized, or intends to authorize, such prepetition check or item to be honored; or (iii) as a result of an innocent mistake made despite implementation of such handling procedures, the Banks shall not be deemed in violation of this Order or have liability for a prepetition or other item drawn on either Bank Account that is subject to this Order.

11. The Banks are authorized to charge back against the Bank Accounts (i) any returned items drawn or presented against the Bank Accounts, regardless of whether such returned items originated prepetition or postpetition, and (ii) any over-advances, credit balances or other customary fees or expenses on the Bank Accounts that arise in the ordinary course of business, either prepetition or postpetition, in connection with the use and management of such Bank Accounts; *provided, however*, that the Banks shall not be required to make transfers from or honor any draws against any of the Bank Accounts except to the extent of collected funds available in such respective Bank Accounts.

12. The Banks are authorized to (i) continue to charge the Debtors for certain services and other fees, costs, charges and expenses (collectively, the “Bank Fees”) and (ii) charge back returned items, whether such items are dated prior to, on or subsequent to the Petition Date, to the Bank Accounts in the ordinary course, and the Debtors are authorized to pay such fees.

13. Nothing contained herein shall prevent the Debtors from, upon consultation with the DIP Agent, closing any Bank Account(s) or opening any additional bank accounts, as they may deem necessary and appropriate, and any relevant bank is authorized to honor the Debtors' requests to close or open such Bank Accounts or additional bank accounts, as the case may be; *provided, however,* that the Debtors shall give notice within fifteen (15) days after opening or closing a Bank Account to the U.S. Trustee, and any statutory committee appointed in these Chapter 11 Cases; *provided, further,* that the Debtors shall open any new bank accounts only at banks that have executed a Uniform Depository Agreement with the U.S. Trustee or are willing to immediately execute a Uniform Depository Agreement in the form prescribed by the U.S. Trustee, or use their good-faith reasonable efforts to cause such other banks to execute a Uniform Depository Agreement in a form prescribed by the Office of the U.S. Trustee.

14. The Debtors are authorized, from and after the Petition Date, to continue to engage in Intercompany Transactions in the ordinary course of business, subject to and in accordance with the terms of the DIP Credit Agreement and the DIP Budget; *provided that* the Debtors notify the DIP Agent's financial advisors one (1) business day in advance of any Intercompany Transaction from any U.S. Debtor to any non-U.S. Debtor (other than final payroll for each week, for which notice will be provided two (2) business days in advance, and be accompanied by a reconciliation of the cash on-hand, less any outstanding checks, of the applicable non-U.S. Debtor against the budgeted cost of such payroll). All Intercompany Claims arising from postpetition Intercompany Transactions shall be entitled to administrative expense priority status pursuant to section 503(b)(1) of the Bankruptcy Code; *provided, however,* that the Debtors shall maintain detailed records reflecting all transfers of funds, so that all such Intercompany Transactions, including prepetition and postpetition Intercompany Transactions, may be readily ascertained, traced, and

recorded properly on applicable accounts. The Debtors shall continue to maintain detailed records in the ordinary course of business reflecting transfers of cash, if any, including Intercompany Transactions, so as to permit all such transactions to be readily ascertained.

15. The requirement in the UST Guidelines that the Debtors establish a specific new bank account for tax payments is waived. To the extent applicable, the Debtors' time to comply with section 345(b) of the Bankruptcy Code is hereby extended for a period of sixty (60) days from the Petition Date (the "Extension Period"); *provided, however*, that such extension is without prejudice to the Debtors' right to request a further extension of the Extension Period or the waiver of the requirements of section 345(b) in these Chapter 11 Cases.

16. The relief granted in this Order is extended to any new bank account opened by the Debtors at the Banks after the date hereof, provided that such new bank account is in compliance with the terms of this Order.

17. The Debtors are authorized, but not directed, to continue to perform all of their obligations under the Factoring Agreement in the ordinary course of business; *provided, however*, that, in accordance with the DIP Credit Agreement, the Debtors will not sell or assign more than 15,550,000 Mexican pesos of their receivables to Factoring Corporativo under the Factoring Agreement at any one time during these Chapter 11 Cases. Factoring Corporativo is authorized to continue collecting amounts deposited in the Factoring Account.

18. The Debtors are authorized, but not directed, to continue using their Center® Card in the ordinary course of business. The Center® Card issuing bank is authorized to honor all such charges made on said card *nunc pro tunc* to the Petition Date, whether they are made prior to, on, or subsequent to the Petition Date. The said issuing banks have no duty to inquire as to whether any such charges are authorized by an order of this Court.

19. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against a Debtor entity; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of any or all such liens.

20. Notwithstanding anything in this Order to the contrary, the relief granted herein shall be subject to the orders authorizing postpetition financing and the use of cash collateral and any applicable budget thereunder.

21. Bankruptcy Rule 6003 and Local Rule 9013-1(m) have been satisfied because the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors.

22. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

23. The Debtors are authorized and empowered to take such actions as may be necessary and appropriate to implement the terms of this Order.

24. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

25. A final hearing to consider the relief requested in the Motion shall be held on _____, _____ at _____ (**Prevailing Eastern Time**) and any objections or

responses to the Motion shall be in writing, filed with the Court, and served as to be actually received by (i) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Benjamin Hackman, Esq. (benjamin.a.hackman@usdoj.gov)); (ii) proposed counsel to Debtors; (iii) counsel for the DIP Agent, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036-8704, (Attn: Gregg Galardi, Esq. (gregg.galardi@ropesgray.com), Leonard Klingbaum, Esq. (Leonard.Klingbaum@ropesgray.com) and Lindsay Barca, Esq. (lindsay.barca@ropesgray.com)) and Chipman Brown Cicero & Cole, LLP, 1313 N. Market Street Suite 5400, Wilmington, DE 19801 (Attn: Mark L. Desgrosseilliers (desgross@chipmanbrown.com)); and (iv) attorneys for any official committee then-appointed in these cases on or prior to _____, _____ **at 4:00 p.m. (Prevailing Eastern Time)**.

EXHIBIT 1

Debtor Entity	Bank Institution	Currency	Account Number (Last 4 Digits)	Balance as of 8/25/2023 (USD)	Purpose
4th Source, LLC	Bank of America, N.A.	USD	1694	\$79,332.48	Operating
4th Source, LLC	Bank of America, N.A.	USD	2826	\$7,981.54	Payroll
AgileThought Argentina, S.A.	Balanz Capital	AR/ USD	5429	\$-	Foreign Exchange
AgileThought Argentina, S.A.	Banco Santander, S.A.	USD	219/8	\$0.44	Operating
AgileThought Argentina, S.A.	Banco Santander, S.A.	AR	218/1	\$56.45	Operating / Payroll
AgileThought Argentina, S.A.	Banco Santander, S.A.	AR	850/1	\$454.63	Operating
AgileThought Argentina, S.A.	Banco Santander, S.A.	USD	851/8	\$0.37	Inactive
AgileThought Argentina, S.A.	Bank of America, N.A.	USD	4167	\$61,929.85	Operating / Payroll
AgileThought Brasil Servicos de Consultoria Em Software LTDA	Banco Santander (Brasil) S.A.	BRL	9541	\$-	Operating
AgileThought Brasil- Consultoria Em Tecnologia LTDA	Banco Santander (Brasil) S.A.	BRL	6501	\$331,320.36	Restricted Account / Operating / Payroll
AgileThought Brasil- Consultoria Em Tecnologia LTDA	Caixa General S.A.	BRL	0583	\$-	Inactive
AgileThought Costa Rica SA	Banco BAC San José, S.A.	CRC	5709	\$206,695.45	Operating / Payroll
AgileThought Costa Rica SA	Banco BAC San José, S.A.	USD	5626	\$99,796.01	Operating / Payroll

Debtor Entity	Bank Institution	Currency	Account Number (Last 4 Digits)	Balance as of 8/25/2023 (USD)	Purpose
AgileThought Digital Solutions S.A.P.I. de C.V.	Banco Mercantil del Norte, S.A. (BANORTE)	MXN	0791	\$16,689.54	Operating
AgileThought Digital Solutions S.A.P.I. de C.V.	Banco Monex	USD	0598	\$-	Operating
AgileThought Digital Solutions S.A.P.I. de C.V.	Banco Monex	MXN	0596	\$-	Foreign Exchange
AgileThought Digital Solutions S.A.P.I. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	MXN	5249	\$20.79	Operating / Payroll
AgileThought Digital Solutions S.A.P.I. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	USD	7434	\$5.23	Operating
AgileThought Digital Solutions S.A.P.I. de C.V.	Banco Santander (México), S.A.	MXN	9276	\$81,390.04	Operating
AgileThought Digital Solutions S.A.P.I. de C.V.	BBVA México, S.A.	MXN	3085	\$25,253.68	Collections
AgileThought Digital Solutions S.A.P.I. de C.V.	MONEX- Casa de Bolsa (caja de ahorro)	MXN	6451	\$7,783.44	Employee Savings Bank Account
AgileThought Digital Solutions S.A.P.I. de C.V.	Sistema de Transferencias y Pagos STP, S.A. DE C.V.	MXN	1317	\$-	Factoring
AgileThought Mexico, S.A. de C.V.	Banco Santander (México), S.A.	MXN	7249	\$3,593.50	Operating / Payroll
AgileThought Mexico, S.A. de C.V.	Banco Santander (México), S.A.	USD	5177	\$-	Operating
AgileThought Servicios Administrativos, S.A. de C.V.	Banco Santander (México), S.A.	MXN	7251	\$580.40	Operating

Debtor Entity	Bank Institution	Currency	Account Number (Last 4 Digits)	Balance as of 8/25/2023 (USD)	Purpose
AgileThought, Inc.	Banco Monex	USD	1658	\$-	Foreign Exchange
AgileThought, Inc.	Banco Monex	MXN	1656	\$-	Foreign Exchange
AgileThought, Inc.	Bank of America, N.A.	USD	3168	\$466,865.38	Operating
AgileThought, LLC	Bank of America, N.A.	USD	5114	\$1,237,498.61	Operating
AgileThought, LLC	Bank of America, N.A.	USD	5127	\$18,517.07	Payroll
AGS Alpama Global Services Mexico, S.A. de C.V.	Banco Santander (México), S.A.	MXN	4587	\$0.53	Operating
AGS Alpama Global Services USA, LLC	Bank of America, N.A.	USD	2470	\$374.73	Inactive
AGS Alpama Global Services USA, LLC	Bank of America, N.A.	USD	2483	\$993.84	Payroll
AN Data Intelligence, S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	MXN	6267	\$-	Inactive
AN Data Intelligence, S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	USD	4467	\$0.09	Inactive
AN Data Intelligence, S.A. de C.V.	Banco Santander (México), S.A.	MXN	4059	\$291.75	Operating
AN Evolution, S. de R.L. de C.V.	Banco Santander (México), S.A.	MXN	7131	\$-	Inactive
AN Evolution, S. de R.L. de C.V.	Banco Santander (México), S.A.	USD	0662	\$-	Inactive
AN Extend S.A. de C.V.	Banco Monex	USD	7377	\$-	Inactive

Debtor Entity	Bank Institution	Currency	Account Number (Last 4 Digits)	Balance as of 8/25/2023 (USD)	Purpose
AN Extend S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	MXN	8603	\$101.36	Operating
AN Extend S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	USD	4684	\$89.00	Inactive
AN Global LLC	Bank of America, N.A.	MXN	1818	\$-	Operating
AN USA	Bank of America, N.A.	USD	3171	\$-	Inactive
AN USA	Bank of America, N.A.	USD	5593	\$-	Inactive
AN UX, S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	MXN	3777	\$-	Inactive
AN UX, S.A. de C.V.	Banco Santander (México), S.A.	USD	1479	\$-	Inactive
AN UX, S.A. de C.V.	Banco Santander (México), S.A.	MXN	7643	\$409.88	Operating
Anzen Soluciones, S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	MXN	2020	\$845.10	Operating / Payroll
Anzen Soluciones, S.A. de C.V.	Banco Santander (México), S.A.	MXN	3947	\$31,636.67	Operating / Payroll
Anzen Soluciones, S.A. de C.V.	Banco Santander (México), S.A.	USD	0568	\$-	Operating
Cuarto Origen, S. de R.L. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	MXN	6736	\$8.16	Operating
Entrepids Mexico, S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	MXN	1185	\$59.47	Operating

Debtor Entity	Bank Institution	Currency	Account Number (Last 4 Digits)	Balance as of 8/25/2023 (USD)	Purpose
Entrepids Mexico, S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	USD	7463	\$-	Inactive
Facultas Analytics, S.A.P.I. de C.V.	Banco Mercantil del Norte, S.A. (BANORTE)	USD	0962	\$-	Inactive
Facultas Analytics, S.A.P.I. de C.V.	Banco Mercantil del Norte, S.A. (BANORTE)	MXN	9724	\$128.53	Inactive
Facultas Analytics, S.A.P.I. de C.V.	Banco Santander (México), S.A.	MXN	5637	\$4,117.37	Operating
Facultas Analytics, S.A.P.I. de C.V.	Banco Santander (México), S.A.	USD	9865	\$-	Inactive
Faktos Inc, S.A.P.I. de C.V.	Banco Santander (México), S.A.	MXN	0794	\$-	Operating
Faktos Inc, S.A.P.I. de C.V.	Banco Santander (México), S.A.	USD	9055	\$-	Inactive
IT Global Holding LLC	Bank of America, N.A.	USD	4624	\$181,649.89	Operating / Payroll
Tarnow Investment SL	Balanz Capital	EUR	6777	\$-	Foreign Exchange
Tarnow Investment SL	Banco Santander, S.A.	EUR	9107	\$313.34	Operating

EXHIBIT B

Proposed Final 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. 23-11284 (___)

(Jointly Administered)

Re: D.I. _____

FINAL ORDER (I) AUTHORIZING DEBTORS TO (A) CONTINUE TO MAINTAIN THEIR EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, AND BUSINESS FORMS, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, AND (C) CONTINUE TO PERFORM ORDINARY COURSE INTERCOMPANY TRANSACTIONS; (II) GRANTING ADMINISTRATIVE EXPENSE STATUS TO ORDINARY COURSE POSTPETITION INTERCOMPANY CLAIMS; AND (III) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”) for entry of an interim and final orders pursuant to sections 105(a), 345, 363(c)(1), 364(a), and 503(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 6003 and 6004(h) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2015-2 and 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) (i) authorizing, but not directing, the Debtors to (a) continue to operate their existing cash management system, including maintenance of the Debtors’ existing bank accounts, checks, and business forms, (b) honor certain prepetition obligations related thereto, and (c) continue to perform intercompany transactions in the ordinary course consistent with historical practice;

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1. A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <http://www.kccllc.net/AgileThought>. The Debtors’ address is 222 W. Las Colinas Boulevard, Suite 1650E, Irving, TX 75039.
 2. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion.

(ii) granting administrative expense priority status to postpetition intercompany claims; and (iii) granting related relief, as more fully set forth in the Motion; and upon consideration of the *Declaration of James S. Feltman, Chief Restructuring Officer of the Debtors, in Support of First Day Relief*; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and due and proper notice of the hearing to consider the relief requested herein (the “Hearing”) having been provided to the Notice Parties; and it appearing that no other or further notice need be provided; and the legal and factual bases set forth in the Motion establishing just and sufficient cause to grant the relief requested therein; and the relief granted herein being in the best interests of the Debtors, their estates, creditors, and all parties-in-interest; and the Court having held the Hearing with the appearances of interested parties noted in the record of the Hearing; and no objection to the Motion having been filed or made at the Hearing on the Motion; and upon all of the proceedings before the Court and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized, but not directed, to: (a) continue operating the Cash Management System used prior to the commencement of these Chapter 11 Cases; (b) honor their prepetition obligations related thereto; and (c) continue to perform Intercompany Transactions consistent with historical practice, subject to and in accordance with the terms of the DIP Credit Agreement and the DIP Budget (each as defined in the DIP Motion) and this Order.

3. The Debtors are further authorized, but not directed, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on **Exhibit 1** attached hereto, and need not comply with guidelines relating to bank accounts set forth in the UST Guidelines; (b) use, in their present form, any pre-printed correspondence and Business Forms (including checks and letterhead) without reference to the Debtors' status as debtors-in-possession; (c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors-in-possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, ACH transfers, wire transfers, and other debits; and (e) pay any ordinary course Bank Fees incurred in connection with the Bank Accounts, and to otherwise perform their obligations under the documents governing the Bank Accounts; *provided* that once the Debtors' pre-printed correspondence, Business Forms (including letterhead) and existing checks have been used, the Debtors shall, when reordering, require the designation "Debtor-in-Possession" and the corresponding bankruptcy case number on all such documents.

4. The Banks are authorized and directed to continue to service and administer the Bank Accounts as debtor-in-possession accounts without interruption, and to accept and honor all representations from the Debtors as to which checks, drafts, wires or ACH transfers shall be honored or dishonored consistent with any order(s) of this Court and governing law, whether such checks, drafts, wires or ACH transfers are dated prior to or subsequent to the Petition Date.

5. The Banks shall implement reasonable handling procedures designed to effectuate the terms of this Order, and if it implements such handling procedures and then honors a prepetition check or other item drawn on any Bank Account that is the subject of this Order either (i) at the direction of the Debtors to honor such prepetition check or item; (ii) in good faith believe that the Court has authorized, or intends to authorize, such prepetition check or item to be honored; or

(iii) as a result of an innocent mistake made despite implementation of such handling procedures, the Banks shall not be deemed in violation of this Order or have liability for a prepetition or other item drawn on either Bank Account that is subject to this Order.

6. The Banks are authorized to charge back against the Bank Accounts (i) any returned items drawn or presented against the Bank Accounts, regardless of whether such returned items originated prepetition or postpetition, and (ii) any over-advances, credit balances or other customary fees or expenses on the Bank Accounts that arise in the ordinary course of business, either prepetition or postpetition, in connection with the use and management of such Bank Accounts; *provided, however*, that the Banks shall not be required to make transfers from or honor any draws against any of the Bank Accounts except to the extent of collected funds available in such respective Bank Accounts.

7. The Banks are authorized to (i) continue to charge the Debtors for certain services and other fees, costs, charges and expenses (collectively, the “Bank Fees”) and (ii) charge back returned items, whether such items are dated prior to, on or subsequent to the Petition Date, to the Bank Accounts in the ordinary course, and the Debtors are authorized to pay such fees.

8. Nothing contained herein shall prevent the Debtors from, upon consultation with the DIP Agent, closing any Bank Account(s) or opening any additional bank accounts, as they may deem necessary and appropriate, and any relevant bank is authorized to honor the Debtors’ requests to close or open such Bank Accounts or additional bank accounts, as the case may be, *provided, however*, that any new account shall be with a bank that is insured with the Federal Deposit Insurance Corporation and that is organized under the laws of the United States or any State therein, and *provided further, however*, that notice of the opening or closure of any account shall be given to the U.S. Trustee and any statutory committee appointed in these cases.

9. The Debtors are authorized, from and after the Petition Date, to continue to engage in Intercompany Transactions in the ordinary course of business, subject to and in accordance with the terms of the DIP Credit Agreement and the DIP Budget; *provided that* the Debtors notify the DIP Agent's financial advisors one (1) business day in advance of any Intercompany Transaction from any U.S. Debtor to any non-U.S. Debtor (other than final payroll for each week, for which notice will be provided two (2) business days in advance, and be accompanied by a reconciliation of the cash on-hand, less any outstanding checks, of the applicable non-U.S. Debtor against the budgeted cost of such payroll). All Intercompany Claims arising from postpetition Intercompany Transactions shall be entitled to administrative expense priority status pursuant to section 503(b)(1) of the Bankruptcy Code; *provided, however,* that the Debtors shall maintain detailed records reflecting all transfers of funds, so that all such transactions, including prepetition and postpetition transactions, may be readily ascertained, traced, and recorded properly on applicable accounts. The Debtors shall continue to maintain detailed records in the ordinary course of business reflecting transfers of cash, if any, including Intercompany Transactions, so as to permit all such transactions to be readily ascertained.

10. The requirement in the UST Guidelines that the Debtors establish a specific new bank account for tax payments is waived. The Debtors' time to comply with section 345(b) of the Bankruptcy Code is hereby extended for a period of sixty (60) days from the Petition Date (the "Extension Period"); *provided, however,* that such extension is without prejudice to the Debtors' right to request a further extension of the Extension Period or the waiver of the requirements of section 345(b) in these Chapter 11 Cases.

11. This Order shall apply to any and all Bank Accounts actually in, or linked to, the Cash Management System, even if such Bank Accounts do not appear on the list attached as

Exhibit 1 to this Order. Any and all accounts opened by the Debtors on or after the Petition Date at any Bank shall be deemed a Bank Account (as if it had been opened prior to the Petition Date and listed on **Exhibit 1**) and any and all Banks at which such accounts are opened shall similarly be subject to the rights and obligations of this Order.

12. The Debtors are authorized, but not directed, to continue to perform all of their obligations under the Factoring Agreement in the ordinary course of business; *provided, however*, that, in accordance with the DIP Credit Agreement, the Debtors will not sell or assign more than 15,550,000 Mexican pesos of their receivables to Factoring Corporativo under the Factoring Agreement at any one time during these Chapter 11 Cases. Factoring Corporativo is authorized to continue collecting amounts deposited in the Factoring Account.

13. The Debtors are authorized, but not directed, to continue using their Center® Card in the ordinary course of business. The Center® Card issuing bank is authorized to honor all such charges made on said card *nunc pro tunc* to the Petition Date, whether they are made prior to, on, or subsequent to the Petition Date. The said issuing banks have no duty to inquire as to whether any such charges are authorized by an order of this Court.

14. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against a Debtor entity; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise)

satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of any or all such liens.

15. Notwithstanding anything in this Order to the contrary, the relief granted herein shall be subject to the orders authorizing postpetition financing and the use of cash collateral and any applicable budget thereunder.

16. Bankruptcy Rule 6003 and Local Rule 9013-1(m) have been satisfied because the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors.

17. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

18. The Debtors are authorized and empowered to take such actions as may be necessary and appropriate to implement the terms of this Order.

19. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

EXHIBIT 1

Debtor Entity	Bank Institution	Currency	Account Number (Last 4 Digits)	Balance as of 8/25/2023 (USD)	Purpose
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AgileThought Argentina, S.A.	Banco Santander, S.A.	USD	219/8	\$0.44	Operating
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AgileThought Argentina, S.A.	Banco Santander, S.A.	AR	850/1	\$454.63	Operating
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AgileThought Digital Solutions S.A.P.I. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	MXN	5249	\$20.79	Operating / Payroll
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AgileThought Mexico, S.A. de C.V.	Banco Santander (México), S.A.	MXN	7249	\$3,593.50	Operating / Payroll
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AN Data Intelligence, S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	MXN	6267	\$-	Inactive
AN Data Intelligence, S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	USD	4467	\$0.09	Inactive
AN Data Intelligence, S.A. de C.V.	Banco Santander (México), S.A.	MXN	4059	\$291.75	Operating
AN Evolution, S. de R.L. de C.V.	Banco Santander (México), S.A.	MXN	7131	\$-	Inactive
AN Evolution, S. de R.L. de C.V.	Banco Santander (México), S.A.	USD	0662	\$-	Inactive
AN Extend S.A. de C.V.	Banco Monex	USD	7377	\$-	Inactive

Debtor Entity	Bank Institution	Currency	Account Number (Last 4 Digits)	Balance as of 8/25/2023 (USD)	Purpose
AN Extend S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	MXN	8603	\$101.36	Operating
AN Extend S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	USD	4684	\$89.00	Inactive
AN Global LLC	Bank of America, N.A.	MXN	1818	\$-	Operating
AN USA	Bank of America, N.A.	USD	3171	\$-	Inactive
AN USA	Bank of America, N.A.	USD	5593	\$-	Inactive
AN UX, S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	MXN	3777	\$-	Inactive
AN UX, S.A. de C.V.	Banco Santander (México), S.A.	USD	1479	\$-	Inactive
AN UX, S.A. de C.V.	Banco Santander (México), S.A.	MXN	7643	\$409.88	Operating
Anzen Soluciones, S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	MXN	2020	\$845.10	Operating / Payroll
Anzen Soluciones, S.A. de C.V.	Banco Santander (México), S.A.	MXN	3947	\$31,636.67	Operating / Payroll
Anzen Soluciones, S.A. de C.V.	Banco Santander (México), S.A.	USD	0568	\$-	Operating
Cuarto Origen, S. de R.L. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	MXN	6736	\$8.16	Operating
Entrepids Mexico, S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	MXN	1185	\$59.47	Operating

Debtor Entity	Bank Institution	Currency	Account Number (Last 4 Digits)	Balance as of 8/25/2023 (USD)	Purpose
Entrepids Mexico, S.A. de C.V.	Banco Nacional de Mexico, S.A. (BANAMEX)	USD	7463	\$-	Inactive
Facultas Analytics, S.A.P.I. de C.V.	Banco Mercantil del Norte, S.A. (BANORTE)	USD	0962	\$-	Inactive
Facultas Analytics, S.A.P.I. de C.V.	Banco Mercantil del Norte, S.A. (BANORTE)	MXN	9724	\$128.53	Inactive
Facultas Analytics, S.A.P.I. de C.V.	Banco Santander (México), S.A.	MXN	5637	\$4,117.37	Operating
Facultas Analytics, S.A.P.I. de C.V.	Banco Santander (México), S.A.	USD	9865	\$-	Inactive
Faktos Inc, S.A.P.I. de C.V.	Banco Santander (México), S.A.	MXN	0794	\$-	Operating
Faktos Inc, S.A.P.I. de C.V.	Banco Santander (México), S.A.	USD	9055	\$-	Inactive
IT Global Holding LLC	Bank of America, N.A.	USD	4624	\$181,649.89	Operating / Payroll
Tarnow Investment SL	Balanz Capital	EUR	6777	\$-	Foreign Exchange
Tarnow Investment SL	Banco Santander, S.A.	EUR	9107	\$313.34	Operating