

**ENTERED**

September 07, 2022

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

	)	
In re:	)	Chapter 11
	)	
SUNGARD AS NEW HOLDINGS, LLC, <i>et al.</i> , <sup>1</sup>	)	Case No. 22-90018 (DRJ)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	<b>Re: Docket No. 258</b>

**ORDER (I) CONDITIONALLY  
APPROVING THE DISCLOSURE STATEMENT;  
(II) APPROVING THE COMBINED HEARING NOTICE; (III)  
APPROVING THE SOLICITATION AND NOTICE PROCEDURES;  
(IV) APPROVING THE FORM OF BALLOT AND NOTICES; (V)  
APPROVING CERTAIN DATES AND DEADLINES IN CONNECTION  
WITH THE SOLICITATION AND CONFIRMATION OF THE PLAN AND  
(VI) SCHEDULING A COMBINED HEARING ON (A) FINAL APPROVAL  
OF THE DISCLOSURE STATEMENT AND (B) CONFIRMATION OF THE PLAN**

Upon the motion (the “Motion”)<sup>2</sup> of the Debtors for entry of an order (this “Order”):  
(a) conditionally approving the adequacy of the Disclosure Statement as set forth in the *First Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization of Sungard AS New Holdings, LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 627] (the “Plan” or “Disclosure Statement” or “Plan and Disclosure Statement,” as applicable) for the solicitation of votes on the Plan; (b) approving the Combined Hearing Notice, substantially in the form attached as **Exhibit 1**; (c) approving the solicitation and

<sup>1</sup> The last four digits of the Debtors’ tax identification numbers are: InFlow LLC (9489); Sungard AS New Holdings, LLC (5907); Sungard AS New Holdings II, LLC (9169); Sungard AS New Holdings III, LLC (3503); Sungard Availability Network Solutions Inc. (1034); Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee (3886); Sungard Availability Services Holdings (Canada), Inc. (2679); Sungard Availability Services Holdings (Europe), Inc. (2190); Sungard Availability Services Holdings, LLC (6403); Sungard Availability Services Technology, LLC (9118); Sungard Availability Services, LP (6195); and Sungard Availability Services, Ltd. (4711). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 565 E Swedesford Road, Suite 320, Wayne, PA 19087.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

notice procedures with respect to Confirmation of the Plan; (d) approving the form of ballot and notices in connection therewith; (e) approving the scheduling of certain dates with respect to solicitation and Confirmation of the Plan and (f) scheduling a combined hearing on (i) final approval of the Disclosure Statement and (ii) Confirmation of the Plan, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing (if any) establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Disclosure Statement is conditionally approved as containing adequate information in accordance with Bankruptcy Code section 1125 and is subject to final approval of the Court at the Combined Hearing.

2. The Debtors' request for a Combined Hearing on the approval of the Disclosure Statement and Confirmation of the Plan is approved. Cause exists to shorten the deadlines set forth by Bankruptcy Rule 2002(b). The following Plan Confirmation Schedule is approved:

<u>Event</u>	<u>Date</u>
Voting Record Date	September 6, 2022
Solicitation Deadline	September 9, 2022
Deadline to Mail Assumption Notices	September 16, 2022
Plan Supplement Filing Deadline	September 19, 2022
Voting Deadline	September 26, 2022 at 4:00 p.m. (prevailing Central Time)
Plan and Disclosure Statement Objection Deadline	September 26, 2022 at 4:00 p.m. (prevailing Central Time)
Deadline to File Voting Report	September 30, 2022
Combined Hearing on Disclosure Statement and Plan	October 3, 2022 at 2:00 p.m. (prevailing Central Time)

### The Combined Hearing Notice and Related Matters

3. The Combined Hearing Notice, substantially in the form attached as **Exhibit 1**, complies with the requirements of Bankruptcy Rules 2002(b), 2002(d) and 3017(d) and is approved. The Combined Hearing Notice shall be filed by the Debtors and served upon all parties required pursuant to Bankruptcy Rule 2002 by **September 9, 2022**. The Debtors shall publish the Combined Hearing Notice as soon as reasonably practicable following entry of the Disclosure Statement Order on one occasion in the national edition of *The New York Times* and any such other local publication that the Debtors deem appropriate and disclose in their affidavit of service. The Combined Hearing Notice shall also be posted prominently on the Debtors' restructuring website at <https://cases.ra.kroll.com/SungardAS/>. The publication of the Combined Hearing Notice, together with the mailing of the Combined Hearing Notice, is deemed to be sufficient and

appropriate under the circumstances. Pursuant to Bankruptcy Rule 3018(a), **September 6, 2022** is established as the Voting Record Date for determining which Holders of Claims are entitled to vote on the Plan (subject to paragraph 3(u) of the Solicitation Procedures) and whether Claims have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the Holder of the Claim.

4. The Plan and Disclosure Statement Objection Deadline is **September 26, 2022, at 4:00 p.m. (prevailing Central Time)**. Any objection to the Plan or the adequacy of the Disclosure Statement on a final basis must be filed by the Plan and Disclosure Statement Objection Deadline and must: (a) be in writing; (b) conform to the Bankruptcy Rules; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest; (d) state with particularity the basis and nature of any objection to the Plan; (e) propose a modification to the Plan that would resolve such objection (if applicable); and (f) be filed, contemporaneously with a proof of service, with the Court and served so that it is actually received by the following parties: (i) co-counsel to the Debtors, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Philip C. Dublin (pdublin@akingump.com) and Meredith A. Lahaie (mlahaie@akingump.com); (ii) co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Attn: Matthew D. Cavanaugh (mcavanaugh@jw.com), and Jennifer F. Wertz (jwertz@jw.com); (iii) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Stephen D. Statham (stephen.statham@usdoj.gov); (iv) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 440 Louisiana Street, Suite 900, Houston, Texas 77002, Attn: Michael D. Warner (mwarner@pszjlaw.com); (v) counsel to the Term Loan DIP Lenders, Proskauer Rose LLP, One International Place, Boston, Massachusetts 02110, Attn: Charles A. Dale (cdale@proskauer.com)

and David M. Hillman (dhillman@proskauer.com); and (vi) counsel to the ABL DIP Lenders, Thompson Coburn Hahn & Hessen LLP, 488 Madison Avenue, New York, New York 10022, Attn: Joshua I. Divack (jdivack@thompsoncoburn.com).

**Approval of the Solicitation Procedures and Ballot**

5. The Solicitation Procedures, substantially in the form attached as **Exhibit 2**, are approved in their entirety.

6. The procedures for distributing the Solicitation Packages as set forth in the Solicitation Procedures satisfy the requirements of the Bankruptcy Code and the Bankruptcy Rules. The Debtors shall distribute or cause to be distributed Solicitation Packages to all Holders of Claims in the Voting Class<sup>3</sup> by **September 9, 2022** (the “Solicitation Deadline”).

7. The Debtors are authorized, but not directed, to distribute the Combined Hearing Notice as a separate mailing from the remaining documents included in the Solicitation Package. If the Debtors mail the Combined Hearing Notice separately, the Debtors are not required to include an additional copy of the Combined Hearing Notice in the Solicitation Package.

8. The Debtors are authorized, but not directed or required, to distribute the Plan and Disclosure Statement and this Order (without exhibits, except the Solicitation Procedures annexed as Exhibit 2 hereto) to Holders of Claims entitled to vote on the Plan by providing notice of the Debtors’ case website in the Combined Hearing Notice and offering paper and electronic copies of the Plan and Disclosure Statement and this Order (without exhibits, except the Solicitation Procedures annexed as Exhibit 2 hereto) upon request. Only the Ballot, the return envelope and the Combined Hearing Notice will be provided in paper form. On or before the Solicitation Deadline, the Debtors shall provide (a) complete Solicitation Packages (other than Ballots) to the

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<sup>3</sup> “Voting Class” means Class 3 (First Lien Credit Agreement Claims).

United States Trustee for the Southern District of Texas (the “U.S. Trustee”) and (b) this Order and the Combined Hearing Notice to all parties on the 2002 List as of the Voting Record Date. Any party that prefers to receive materials in paper and/or email format may contact the Solicitation Agent and request paper and/or email copies of the corresponding materials (to be provided at the Debtors’ expense).

9. The Debtors are authorized to make non-substantive or immaterial changes to the Plan and Disclosure Statement, the Solicitation Package and related documents without further order of the Court, including changes to correct typographical and grammatical errors, and to make conforming changes among the Plan and Disclosure Statement and related documents where, in the Debtors’ reasonable discretion, doing so would better facilitate the solicitation process. Subject to the foregoing, the Debtors are authorized to solicit, receive and tabulate votes to accept or reject the Plan in accordance with this Order without further order of the Court.

10. The Plan and Disclosure Statement, the Combined Hearing Notice, the Ballot, the Presumed to Accept Notice and the Presumed to Reject Notice provide all parties in interest with sufficient notice regarding the settlement, release, exculpation and injunction provisions contained in the Plan in compliance with Bankruptcy Rule 3016(c).

11. The Ballot (including the voting instructions), substantially in the form attached as **Exhibit 3**, is approved.

12. The Solicitation Agent is authorized to accept Ballots and Opt-Out Forms via electronic online transmission through a customized online balloting portal on the Debtors’ case website to be maintained by the Solicitation Agent (the “E-Ballot Portal”). Parties entitled to vote through the E-Ballot Portal may cast an electronic Ballot or Opt-Out Form and electronically sign and submit the Ballot or Opt-Out Form instantly by utilizing the E-Ballot Portal. The encrypted

data and audit trail created by such electronic submission shall become part of the record of any Ballot or Opt-Out Form submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective. Ballots or Opt-Out Forms submitted via the customized online balloting portal shall be deemed to contain an original signature. The E-Ballot Portal is the sole manner in which Ballots or Opt-Out Forms will be accepted via electronic or online transmission. Ballots or Opt-Out Forms submitted by facsimile, email or other means of electronic transmission will not be counted.

13. The Debtors shall not be required to solicit votes from the Non-Voting Classes.<sup>4</sup> In lieu of distributing a Solicitation Package to Holders of Claims or Interests in the Non-Voting Classes, the Debtors shall cause the Combined Hearing Notice and the Presumed to Accept Notice or Presumed to Reject Notice, as applicable, to be served on Holders of Claims or Interests in the Non-Voting Classes.

14. The Debtors' rights pursuant to Bankruptcy Code section 1126(e) to request that the Court designate any Ballot or Ballots as not being cast in good faith are expressly preserved.

#### **Approval of Certain Notices**

15. The Presumed to Accept Notice, substantially in the form attached as **Exhibit 4**, is approved.

16. The Presumed to Reject Notice, substantially in the form attached as **Exhibit 5**, is approved.

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<sup>4</sup> “Non-Voting Classes” means, collectively, Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 4 (Second Lien Credit Agreement Claims), Class 5 (Non-Extending Second Lien Credit Agreement Claims), Class 6 (General Unsecured Claims), Class 7 (Section 510(b) Claims), Class 8 (Intercompany Claims), Class 9 (Intercompany Interests) and Class 10 (Existing Equity Interests).

17. The Debtors shall cause the Presumed to Reject Notice to be served on Holders of Claims in Class 4 (Second Lien Credit Agreement Claims), Class 5 (Non-Extending Second Lien Credit Agreement Claims), Class 6 (General Unsecured Claims), Class 7 (Section 510(b) Claims) and Class 10 (Existing Equity Interests). The Debtors shall cause the Presumed to Accept Notice to be served on Holders of Claims in Class 1 (Other Secured Claims) and Class 2 (Other Priority Claims).

18. The Debtors shall mail an Assumption Notice of any Executory Contracts or Unexpired Leases (and any corresponding Cure costs), substantially in the form attached as **Exhibit 6**, to the applicable counterparties to the Executory Contracts and Unexpired Leases that will be assumed pursuant to the Plan, by no later than **September 16, 2022**.

19. The Debtors are excused from mailing Solicitation Packages to those Entities to whom the Debtors caused the Combined Hearing Notice to be mailed and received a notice from the United States Postal Service or other carrier that such notice was undeliverable. If an Entity has changed its mailing address after the Petition Date, the burden is on such Entity, not the Debtors, to advise the Debtors of the new address. Additionally, the Debtors are excused from sending the Combined Hearing Notice, Solicitation Package and/or any other notices for any address that the Debtors have sent a notice since the Petition Date, which notice was returned as undeliverable, unless the Debtors have been provided with updated address information prior to the Voting Record Date. For purposes of serving the Solicitation Packages, the Debtors are authorized to rely on the address information for Voting and Non-Voting Classes as compiled, updated and maintained by the Solicitation Agent as of the Voting Record Date. The Debtors and

the Solicitation Agent are not required to conduct any additional research for updated addresses based on undeliverable notices (including Ballots) sent in connection with the solicitation mailing.<sup>5</sup>

20. The Debtors are excused from mailing Solicitation Packages or other solicitation materials, including Presumed to Accept Notices, Presumed to Reject Notices or Opt-Out Forms to (a) Holders of Claims that have already been paid in full during the chapter 11 cases or that are authorized to be paid in full in the ordinary course of business pursuant to an order previously entered by this Court and (b) any Holders of Claims in Class 9 (Intercompany Claims) and Holders of Interests in Class 10 (Intercompany Interests).

21. The Debtors are authorized to serve any notices described herein through electronic mail service, which service constitutes adequate notice under the Bankruptcy Rules.

22. The Solicitation Agent is authorized to assist the Debtors in (a) distributing the Solicitation Package, (b) receiving, tabulating and reporting on Ballots cast to accept or reject the Plan by Holders of Claims, (c) responding to inquiries from Holders of Claims or Interests and other parties in interest relating to the Plan and Disclosure Statement, the Ballots, the Solicitation Packages and all other related documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan, (d) soliciting votes on the Plan and (e) if necessary, contacting creditors and equity Holders regarding the Plan. The Solicitation Agent may contact parties that submit incomplete or otherwise deficient Ballots to make a reasonable effort to cure such deficiencies; *provided, however*, that the Solicitation Agent is not obligated to do so. The Solicitation Agent shall be entitled to indemnification to the

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<sup>5</sup> The Solicitation Agent is required to retain all paper copies of Ballots and all solicitation-related correspondence for one (1) year following the Effective Date, at which time the Solicitation Agent is authorized to destroy and/or otherwise dispose of all paper copies of Ballots, printed solicitation materials (including unused copies of the Solicitation Package) and all solicitation-related correspondence (including undeliverable mail), in each case unless otherwise directed by the Debtors or the Clerk of the Court in writing within such one (1) year period.

extent provided pursuant to that certain engagement letter attached as Exhibit 1 to the *Order Appointing Kroll Restructuring Administration LLC as the Claims, Noticing and Solicitation Agent for the Debtors as of the Petition Date* [Docket No. 43] with respect to any such services rendered in connection with the implementation of this Order.

23. The Debtors' rights are reserved to modify the Plan and Disclosure Statement, in accordance with the terms of the Plan and Disclosure Statement (and subject to the terms of the Restructuring Support Agreement and the consents required therein, including the RSA Definitive Document Requirements), without further order of the Court in accordance with Article XIV of the Plan and Disclosure Statement and paragraph 9 of this Order, including the right to withdraw the Plan as to an individual Debtor at any time before the Confirmation Date.

24. Nothing in this Order shall be construed as a waiver of the right of the Debtors or any other party in interest, as applicable, to object to a Proof of Claim after the Voting Record Date.

25. All time periods in this Order shall be calculated in accordance with Bankruptcy Rule 9006.

26. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a), and the Bankruptcy Local Rules are satisfied by such notice.

27. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon entry.

28. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

29. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Order.

**Signed: September 07, 2022.**



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**DAVID R. JONES**  
**UNITED STATES BANKRUPTCY JUDGE**

**Exhibit 1**

**Combined Hearing Notice**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, <i>et al.</i> , <sup>1</sup>	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

**NOTICE OF (A) DEADLINE TO CAST VOTES  
TO ACCEPT OR REJECT THE PLAN, (B) COMBINED  
HEARING TO CONSIDER APPROVAL OF THE DISCLOSURE  
STATEMENT AND CONFIRMATION OF THE PLAN, (C) DEADLINE  
TO OBJECT TO CONFIRMATION, (D) NOTICE OF OBJECTION AND  
OPT OUT RIGHTS AND (E) RELATED MATTERS AND PROCEDURES**

**Court Approval of the Disclosure Statement and the Solicitation Procedures**

On [●], 2022, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order [Docket No. [●]] (the “Disclosure Statement Order”) that conditionally approved the Disclosure Statement as set forth in the *First Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Sungard AS New Holdings, LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 627] (as may be amended from time to time and including all exhibits and supplements thereto, the “Plan” or “Disclosure Statement” or “Plan and Disclosure Statement,” as applicable), as containing adequate information, as required under section 1125(a) of title 11 of the United States Code (the “Bankruptcy Code”), for the purposes of solicitation and authorized the Debtors to solicit votes with regard to the acceptance or rejection of the Plan.<sup>2</sup> The Debtors are seeking recognition of the Disclosure Statement Order in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) to give full force and effect to the Disclosure Statement Order in Canada.

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of the Debtors’ tax identification numbers, are: InFlow LLC (9489); Sungard AS New Holdings, LLC (5907); Sungard AS New Holdings II, LLC (9169); Sungard AS New Holdings III, LLC (3503); Sungard Availability Network Solutions Inc. (1034); Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee (3886); Sungard Availability Services Holdings (Canada), Inc. (2679); Sungard Availability Services Holdings (Europe), Inc. (2190); Sungard Availability Services Holdings, LLC (6403); Sungard Availability Services Technology, LLC (9118); Sungard Availability Services, LP (6195); and Sungard Availability Services, Ltd. (4711). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 565 E Swedesford Road, Suite 320, Wayne, PA 19087.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan and Disclosure Statement or the Disclosure Statement Order, as applicable.

### **Solicitation Package**

The Solicitation Package shall provide instructions to obtain access, free of charge, to the Plan and Disclosure Statement and the Disclosure Statement Order (without exhibits, except the Solicitation Procedures annexed as Exhibit 2 to the Disclosure Statement Order) in electronic format through the Debtors' restructuring website at <https://cases.ra.kroll.com/SungardAS/>, and the Ballot, this Combined Hearing Notice and the return envelope shall be provided in paper format. Any party that receives the Solicitation Package but would prefer paper and/or email format of the Plan and Disclosure Statement and the Disclosure Statement Order may contact the Solicitation Agent: (a) free of charge by (i) calling (844) 224-1140 (Toll Free) or (646) 979-4408 (International) or (ii) visiting the Debtors' restructuring website at <https://cases.ra.kroll.com/SungardAS/>; or (b) for a fee via PACER by visiting <http://www.txs.uscourts.gov>.

### **Voting Record Date**

The Voting Record Date for purposes of determining (a) which Holders of Claims are entitled to vote on the Plan and (b) whether Claims have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the Holder of the Claim is **September 6, 2022**.

### **Voting Deadline**

If you held a Claim against the Debtors as of the Voting Record Date and are entitled to vote on the Plan, you have received a Ballot and voting instructions appropriate for your Claim(s). For your vote to be counted in connection with Confirmation of the Plan, you must follow the voting instructions, complete all required information on the Ballot, as applicable, and execute and return the completed Ballot so that it is actually received by the Solicitation Agent in accordance with the voting instructions by **September 26, 2022, at 4:00 p.m. (prevailing Central Time)** (the "Voting Deadline"). Any failure to follow the voting instructions included with the Ballot may disqualify your Ballot and your vote on the Plan.

### **Objections to Plan Confirmation and Final Approval of the Disclosure Statement**

The court has established **September 26, 2022, at 4:00 p.m. (prevailing Central Time)** as the deadline for filing and serving objections to the Confirmation of the Plan and the adequacy of information in the Disclosure Statement (the "Plan and Disclosure Statement Objection Deadline"). Any objection to the Plan must: (a) be in writing; (b) conform to the Bankruptcy Rules; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest; (d) state with particularity the basis and nature of any objection to the Plan, (e) propose a modification to the Plan that would resolve such objection (if applicable); and (f) be filed with the Court and served, **no later than the Plan and Disclosure Statement Objection Deadline**, on (i) co-counsel to the Debtors, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Philip C. Dublin ([pdublin@akingump.com](mailto:pdublin@akingump.com)) and Meredith A. Lahaie ([mlahaie@akingump.com](mailto:mlahaie@akingump.com)); (ii) co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Attn: Matthew D. Cavanaugh ([mcavanaugh@jw.com](mailto:mcavanaugh@jw.com)), and Jennifer F. Wertz ([jwertz@jw.com](mailto:jwertz@jw.com)); (iii) the Office of the United States Trustee for the

Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Stephen D. Statham (stephen.statham@usdoj.gov); (iv) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 440 Louisiana Street, Suite 900, Houston, Texas 77002, Attn: Michael D. Warner (mwarner@pszjlaw.com); (v) counsel to the Term Loan DIP Lenders, Proskauer Rose LLP, One International Place, Boston, Massachusetts 02110, Attn: Charles A. Dale (cdale@proskauer.com) and David M. Hillman (dhillman@proskauer.com); and (vi) counsel to the ABL DIP Lenders, Thompson Coburn Hahn & Hessen LLP, 488 Madison Avenue, New York, New York 10022, Attn: Joshua I. Divack (jdivack@thompsoncoburn.com).

### **Combined Hearing**

A hearing to approve the adequacy of the Disclosure Statement and confirm the Plan (the “Combined Hearing”) will commence on **October 3, 2022, at 2:00 p.m. (prevailing Central Time)**, in the United States Bankruptcy Court for the Southern District of Texas before the Honorable David R. Jones, Chief Judge, at 515 Rusk Street, Houston, Texas 77002. Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such continuance being announced in open court or by a notice of continuance or reset being filed with the Court and served on parties entitled to notice under Bankruptcy Rule 2002 or otherwise. In accordance with the Plan, the Plan may be modified, if necessary, before, during or as a result of the Combined Hearing without further action by the Debtors and without further notice to or action, order or approval of the Court or any other Entity.

### **Assumption Notices and Plan Supplement**

The Debtors intend to file **on or before September 16, 2022** the list of Executory Contracts and Unexpired Leases to be assumed consistent with Article IX of the Plan (which list of assumed contracts may be filed as part of the Plan Supplement). The Debtors do not intend to serve copies of the list of Executory Contracts and Unexpired Leases to be assumed on all parties in interest in these chapter 11 cases. The list of assumed executory contracts, however, may be obtained from the Solicitation Agent. The Debtors will send a separate notice advising applicable counterparties to Executory Contracts and Unexpired Leases that their respective contracts or leases are being assumed under the Plan and the proposed amount of Cure costs by **no later than September 16, 2022**. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption, or to the related amount of the Cure costs, must be Filed, served and actually received by the Debtors by **September 26, 2022 at 4:00 p.m. (prevailing Central Time)** (the “Cure Objection Deadline”); *provided, however*, any Cure cost that has been finally determined pursuant to the Bidding Procedures Order (including by failure of the applicable counterparty to timely object to a proposed Cure cost as set forth in the Assumption and Assignment Notice served pursuant to the Bidding Procedures Order) shall be binding on the applicable counterparty.

The Debtors intend to file a Plan Supplement on or before **September 19, 2022**. The Debtors do not intend to serve copies of the Plan Supplement on all parties in interest in these chapter 11 cases. The Plan Supplement, however, may be obtained from the Solicitation Agent.

### **Inquiries**

Holders of Claims that are entitled to vote on the Plan will receive a Solicitation Package. Further copies of the Solicitation Package may be obtained by (a) accessing the Solicitation Agent's website at <https://cases.ra.kroll.com/SungardAS/>, (b) writing to the Solicitation Agent at Sungard AS Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232, (c) emailing [SGASinfo@ra.kroll.com](mailto:SGASinfo@ra.kroll.com), (d) calling the Solicitation Agent's toll-free information line with respect to the Debtors at (844) 224-1140 (U.S. and Canada) or (646) 979-4408 (International) and/or (e) visiting the website maintained by the Court at <https://ecf.txsb.uscourts.gov/> (PACER account required). Information is also available on the website established by the Canadian Court-appointed information officer at <https://www.alvarezandmarsal.com/SungardASCanada>.

**Release, Exculpation, Injunction, Objection and Opt Out Provisions in the Plan**

Please be advised that Article XII of the Plan contains the following release, exculpation and injunction provisions:

**RELEASES BY THE DEBTORS. NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, PURSUANT TO BANKRUPTCY CODE SECTION 1123(B) AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION, ON AND AFTER THE EFFECTIVE DATE, EACH RELEASED PARTY IS DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THEIR ESTATES, AND THE REORGANIZED DEBTORS FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS OR THEIR ESTATES, THAT THE DEBTORS, THEIR ESTATES OR THE REORGANIZED DEBTORS (TO THE EXTENT APPLICABLE) WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM AGAINST, OR INTEREST IN, A DEBTOR OR OTHER ENTITY, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS (INCLUDING THE MANAGEMENT, OWNERSHIP, OR OPERATION THEREOF), ANY SECURITIES ISSUED BY THE DEBTORS AND THE OWNERSHIP THEREOF, THE DEBTORS' IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS, ANY AVOIDANCE ACTIONS, ANY INTERCOMPANY TRANSACTION, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OR FILING, AS APPLICABLE, OF THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE UK FUNDING AGREEMENT, THE PNC WAIVER, THE SALE TRANSACTION DOCUMENTS OR ANY RESTRUCTURING TRANSACTION, CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FILING OF THE CHAPTER 11 CASES, THE FILING OF THE CCAA PROCEEDING, THE DIP DOCUMENTS, THE SALE PROCESSES, SOLICITATION OF VOTES ON THE PLAN, THE PREPETITION NEGOTIATION AND SETTLEMENT OF CLAIMS, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF ANY DEBT AND/OR SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE (I) ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR**

**AGREEMENT EXECUTED TO IMPLEMENT THE PLAN AND SHALL NOT RESULT IN A RELEASE, WAIVER, OR DISCHARGE OF ANY OF THE DEBTORS' OR THE REORGANIZED DEBTORS', AS APPLICABLE, ASSUMED INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN AND (II) ANY CAUSES OF ACTIONS OR CLAIMS RELATED TO ANY ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER BY A COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.**

**ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE DEBTOR RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASE IS: (A) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE RELEASED PARTIES' CONTRIBUTIONS TO FACILITATING THE RESTRUCTURING AND IMPLEMENTING THE PLAN; (B) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE DEBTOR RELEASE; (C) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE, AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (F) A BAR TO ANY OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE DEBTORS' ESTATES, AS APPLICABLE, ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.**

**RELEASES BY HOLDERS OF CLAIMS AND INTERESTS.**  
**NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, AS OF THE EFFECTIVE DATE, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EACH RELEASING PARTY IS DEEMED TO HAVE RELEASED AND DISCHARGED EACH DEBTOR, REORGANIZED DEBTOR, AS APPLICABLE, AND RELEASED PARTY FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS OR THEIR ESTATES, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS (INCLUDING THE MANAGEMENT, OWNERSHIP OR OPERATION THEREOF), ANY SECURITIES ISSUED BY THE DEBTORS AND THE OWNERSHIP THEREOF, THE DEBTORS' IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS, ANY AVOIDANCE ACTIONS, ANY INTERCOMPANY TRANSACTION, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OR FILING OF THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE UK FUNDING AGREEMENT, THE PNC WAIVER, THE SALE TRANSACTION DOCUMENTS OR ANY RESTRUCTURING TRANSACTION,**

**CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FILING OF THE CHAPTER 11 CASES, THE FILING OF THE CCAA PROCEEDING, THE DIP DOCUMENTS, THE SALE PROCESSES, SOLICITATION OF VOTES ON THE PLAN, THE PREPETITION NEGOTIATION AND SETTLEMENT OF CLAIMS, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF ANY DEBT AND/OR SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE (A) ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN AND SHALL NOT RESULT IN A RELEASE, WAIVER, OR DISCHARGE OF ANY OF THE DEBTORS' OR THE REORGANIZED DEBTORS', AS APPLICABLE, ASSUMED INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN, (B) OBLIGATIONS UNDER ANY OF THE CREDIT AGREEMENTS OR DIP ORDERS THAT, BY THEIR EXPRESS TERMS, SURVIVE THE TERMINATION OF THE CREDIT AGREEMENTS OR DIP ORDERS, INCLUDING THE RIGHTS OF THE APPLICABLE AGENTS TO EXPENSE REIMBURSEMENT, INDEMNIFICATION AND SIMILAR AMOUNTS OR (C) CLAIMS OR CAUSE OF ACTIONS RELATED TO ANY ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER BY A COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.**

**ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD-PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS: (A) CONSENSUAL; (B) ESSENTIAL TO THE CONFIRMATION OF THE PLAN; (C) GIVEN IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE RELEASED PARTIES' CONTRIBUTIONS TO FACILITATING THE RESTRUCTURING AND IMPLEMENTING THE PLAN; (D) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE; (E) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR CREDITORS; (F) FAIR, EQUITABLE, AND REASONABLE; (G) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (H) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.**

Definitions related to the Releases by the Debtors and the Releases by Holders of Claims and Interests:

UNDER THE PLAN, “**RELEASED PARTY**” MEANS EACH OF THE FOLLOWING, SOLELY IN ITS CAPACITY AS SUCH: (A) THE DEBTORS AND REORGANIZED DEBTORS; (B) THE DIP FACILITY LENDERS (IN THEIR CAPACITY AS DIP FACILITY LENDERS, DIRECTORS, BOARD OBSERVERS, SHAREHOLDERS, AND IN ANY OTHER CAPACITY); (C) THE DIP AGENTS; (D) THE CONSENTING STAKEHOLDERS (IN THEIR CAPACITY AS CONSENTING STAKEHOLDERS, DIRECTORS, BOARD OBSERVERS, SHAREHOLDERS, AND IN ANY OTHER CAPACITY) AND THE AD HOC GROUP; (E) THE PREPETITION TERM LOAN AGENT; (F) PREPETITION ABL AGENT; (G) THE PLAN ADMINISTRATOR (IF APPLICABLE); (H) THE FOREIGN REPRESENTATIVE; (I) THE INFORMATION OFFICER; (J) THE COMMITTEE, AND ITS MEMBERS AND (K) WITH RESPECT TO THE FOREGOING CLAUSES (A) THROUGH (J), EACH SUCH ENTITY’S CURRENT AND FORMER AFFILIATES, DIRECTORS, BOARD OBSERVERS, MANAGERS, OFFICERS, CONTROL PERSONS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), AFFILIATED INVESTMENT FUNDS OR INVESTMENT VEHICLES, PARTICIPANTS, MANAGED ACCOUNTS OR FUNDS, FUND ADVISORS, PREDECESSORS, SUCCESSORS, ASSIGNS, SUBSIDIARIES, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, INVESTMENT MANAGERS, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH; *PROVIDED* THAT ANY ENTITY THAT OPTS OUT OF THE RELEASES CONTAINED IN THE PLAN SHALL NOT BE A “RELEASED PARTY.”

UNDER THE PLAN, “**RELEASING PARTY**” MEANS EACH OF THE FOLLOWING, SOLELY IN ITS CAPACITY AS SUCH: (A) THE DEBTORS AND REORGANIZED DEBTORS; (B) THE DIP FACILITY LENDERS (IN THEIR CAPACITY AS DIP FACILITY LENDERS, DIRECTORS, BOARD OBSERVERS, SHAREHOLDERS, AND IN ANY OTHER CAPACITY); (C) THE DIP AGENTS; (D) THE CONSENTING STAKEHOLDERS (IN THEIR CAPACITY AS DIP FACILITY LENDERS, DIRECTORS, BOARD OBSERVERS, SHAREHOLDERS, AND IN ANY OTHER CAPACITY) AND THE AD HOC GROUP; (E) THE PREPETITION TERM LOAN AGENT; (F) PREPETITION ABL AGENT; (G) HOLDERS OF CLAIMS; (H) HOLDERS OF INTERESTS; (I) THE PLAN ADMINISTRATOR (IF APPLICABLE); (J) THE FOREIGN REPRESENTATIVE; (K) THE INFORMATION OFFICER; AND (L) WITH RESPECT TO THE FOREGOING CLAUSES (A) THROUGH (K), EACH SUCH ENTITY’S CURRENT AND FORMER AFFILIATES, DIRECTORS, BOARD OBSERVERS, MANAGERS, OFFICERS, CONTROL PERSONS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), AFFILIATED INVESTMENT FUNDS OR INVESTMENT VEHICLES, PARTICIPANTS, MANAGED ACCOUNTS OR FUNDS, FUND ADVISORS, PREDECESSORS, SUCCESSORS, ASSIGNS, SUBSIDIARIES, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, INVESTMENT MANAGERS, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH; *PROVIDED THAT* AN ENTITY SHALL NOT BE A

RELEASING PARTY IF, IN THE CASES OF CLAUSES (G) AND (H), SUCH ENTITY: (1) ELECTS TO OPT OUT OF THE RELEASES CONTAINED IN THE PLAN; OR (2) TIMELY FILES WITH THE BANKRUPTCY COURT, ON THE DOCKET OF THE CHAPTER 11 CASES, AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION.

**EXCULPATION.** NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, NO EXCULPATED PARTY SHALL HAVE OR INCUR LIABILITY FOR, AND EACH EXCULPATED PARTY IS RELEASED AND EXCULPATED FROM, ANY CAUSE OF ACTION FOR ANY CLAIM RELATED TO ANY ACT OR OMISSION IN CONNECTION WITH, RELATING TO, OR ARISING OUT OF, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OR FILING OF THE RESTRUCTURING SUPPORT AGREEMENT AND RELATED PREPETITION TRANSACTIONS, THE DIP FACILITIES, THE SALE PROCESSES, THE DISCLOSURE STATEMENT, THE PLAN, THE PLAN SUPPLEMENT, OR ANY RESTRUCTURING TRANSACTION, CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE DIP FACILITIES, THE DISCLOSURE STATEMENT, THE PLAN, THE PLAN SUPPLEMENT, THE UK FUNDING AGREEMENT, THE PNC WAIVER, THE SALE TRANSACTION DOCUMENTS, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FILING OF THE CHAPTER 11 CASES, THE FILING OF THE CCAA PROCEEDING, THE DIP DOCUMENTS, THE DIP FINANCING ORDERS, THE GLOBAL SETTLEMENT, SOLICITATION OF VOTES ON THE PLAN, THE PREPETITION NEGOTIATION AND SETTLEMENT OF CLAIMS, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF ANY DEBT AND/OR SECURITIES (INCLUDING THE REORGANIZED DEBTOR EQUITY AND THE TAKE BACK DEBT FACILITY) PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE, EXCEPT FOR CLAIMS RELATED TO ANY ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER BY A COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE, BUT IN ALL RESPECTS SUCH ENTITIES SHALL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES PURSUANT TO THE PLAN.

THE EXCULPATED PARTIES HAVE, AND UPON CONFIRMATION OF THE PLAN SHALL BE DEEMED TO HAVE, PARTICIPATED IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE LAWS WITH REGARD TO THE SOLICITATION OF VOTES ON, AND DISTRIBUTION OF CONSIDERATION PURSUANT TO, THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS SHALL NOT BE, LIABLE AT ANY TIME FOR THE

**VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE EXCULPATION SET FORTH ABOVE DOES NOT RELEASE OR EXCULPATE ANY CLAIM RELATING TO ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN.**

**INJUNCTION. EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (A) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (B) HAVE BEEN RELEASED PURSUANT TO ARTICLE XII.B. OF THIS PLAN; (C) HAVE BEEN RELEASED PURSUANT TO ARTICLE XII.C. OF THIS PLAN; (D) ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE XII.D. OF THIS PLAN; OR (E) ARE OTHERWISE DISCHARGED, SATISFIED, STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST, AS APPLICABLE, THE DEBTORS, THE REORGANIZED DEBTORS, THE RELEASED PARTIES, OR THE EXCULPATED PARTIES: (1) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (2) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (3) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR ESTATES OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (4) ASSERTING ANY RIGHT OF SETOFF, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE FROM SUCH ENTITIES OR AGAINST THE PROPERTY OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF RIGHT IN A DOCUMENT FILED WITH THE BANKRUPTCY COURT EXPLICITLY PRESERVING SUCH SETOFF, AND NOTWITHSTANDING AN INDICATION OF A CLAIM OR INTEREST OR OTHERWISE THAT SUCH ENTITY ASSERTS, HAS, OR INTENDS TO PRESERVE ANY RIGHT OF SETOFF PURSUANT TO APPLICABLE LAW OR OTHERWISE; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS DISCHARGED, RELEASED, EXCULPATED, OR SETTLED PURSUANT TO THE PLAN.**

**YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN AND DISCLOSURE STATEMENT, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.**

**ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN THE CHAPTER 11 CASES THAT EXPRESSLY OBJECTS TO THE INCLUSION OF SUCH HOLDER AS A RELEASING PARTY UNDER THE PROVISIONS CONTAINED IN ARTICLE XII.C OF THE PLAN OR DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE XII.C OF THE PLAN IN A BALLOT OR NOTICE DISTRIBUTED BY THE DEBTORS WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. BY OBJECTING TO OR ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED THAT YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.**

Dated: [●], 2022  
Houston, Texas

*/s/DRAFT*

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**Exhibit 2**

**Solicitation Procedures**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, <i>et al.</i> , <sup>1</sup>	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

**SOLICITATION PROCEDURES**

On [●], 2022, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order [Docket No. [●]] (the “Disclosure Statement Order”) that, among other things: (a) conditionally approved the adequacy of the Disclosure Statement as set forth in the *First Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Sungard AS New Holdings, LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 627] (as may be amended or supplemented from time to time and including all exhibits and supplements thereto, the “Plan” or “Disclosure Statement” or “Plan and Disclosure Statement,” as applicable);<sup>2</sup> and (b) authorized the Debtors to solicit acceptances or rejections of the Plan from Holders of Impaired Claims who are (or may be) entitled to receive distributions under the Plan.

**I. The Voting Record Date.**

The Court approved **September 6, 2022**, as the voting record date (the “Voting Record Date”) for purposes of determining: (a) which Holders of Claims are entitled to vote on the Plan; and (b) whether Claims have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the Holder of the Claim. For the avoidance of doubt, governmental units that have filed Claims after the Voting Record Date but before the Governmental Bar Date shall be entitled to receive the applicable Non-Voting Class notice and a copy of the Combined Hearing Notice as soon as reasonably practicable after their Claims have been received and processed by the Solicitation Agent.

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of the Debtors’ tax identification numbers, are: InFlow LLC (9489); Sungard AS New Holdings, LLC (5907); Sungard AS New Holdings II, LLC (9169); Sungard AS New Holdings III, LLC (3503); Sungard Availability Network Solutions Inc. (1034); Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee (3886); Sungard Availability Services Holdings (Canada), Inc. (2679); Sungard Availability Services Holdings (Europe), Inc. (2190); Sungard Availability Services Holdings, LLC (6403); Sungard Availability Services Technology, LLC (9118); Sungard Availability Services, LP (6195); and Sungard Availability Services, Ltd. (4711). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 565 E Swedesford Road, Suite 320, Wayne, PA 19087.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meaning given to them in the Plan and Disclosure Statement or Disclosure Statement Order, as applicable.

## II. The Voting Deadline.

The Court has approved **September 26, 2022, at 4:00 p.m. (prevailing Central Time)** as the Voting Deadline for the delivery of ballots voting to accept or reject the Plan (collectively, the “Ballots”). The Debtors may extend the Voting Deadline, in their discretion, in consultation with the Committee and without further order of the Court. To be counted as votes to accept or reject the Plan, all Ballots must be properly executed, completed and delivered pursuant to the instructions set forth on the applicable Ballot, so that they are actually received, in any case, no later than the Voting Deadline by the Solicitation Agent. Delivery of a Ballot to the Solicitation Agent by facsimile, electronic mail or any other electronic means of submission apart from the Solicitation Agent’s online portal shall not be valid.

## III. Form, Content and Manner of Notices.

1. ***The Solicitation Package:*** The Solicitation Package shall contain copies of the following:

- a. the Plan and Disclosure Statement, as conditionally approved by the Court (with all exhibits thereto);
- b. the Disclosure Statement Order (without exhibits, except the Solicitation Procedures annexed as Exhibit 2 to the Disclosure Statement Order);
- c. these Solicitation Procedures;
- d. the Combined Hearing Notice;<sup>3</sup>
- e. the form of Ballot for the Voting Class in which such Holder holds a Claim, in substantially the form of the Ballot annexed as Exhibit 3, to the Disclosure Statement Order;
- f. a pre-addressed, postage pre-paid reply envelope; and
- g. any supplemental documents that the Debtors may file with the Court or that the Court orders to be made available.

2. ***Distribution of the Solicitation Packages:***

The Solicitation Package shall provide the Plan and Disclosure Statement and the Disclosure Statement Order (without exhibits, except the Solicitation Procedures annexed as Exhibit 2 to the Disclosure Statement Order) by providing notice of the Debtors’ case website in the Combined Hearing Notice and offering paper and electronic copies upon request. All other contents of the Solicitation Package, including the Ballots, shall be provided in paper format. Any

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<sup>3</sup> The Debtors have been authorized to distribute the Combined Hearing Notice as a separate mailing from the remaining documents included in the Solicitation Package. If the Debtors mail the Combined Hearing Notice separately, the Debtors are not required to include an additional copy of the Combined Hearing Notice in the Solicitation Package.

party that would prefer paper and/or email format may contact the Solicitation Agent by: (i) accessing the Debtors' restructuring website at <https://cases.ra.kroll.com/SungardAS/>; (ii) writing to Sungard AS Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232; (iii) emailing [SGASinfo@ra.kroll.com](mailto:SGASinfo@ra.kroll.com); or (iv) calling the Solicitation Agent's information line with respect to the Debtors at (844) 224-1140 (U.S. and Canada, Toll-Free) or +1 (646) 979-4408 (International, Toll).

The Debtors shall serve, or cause to be served, (a) all of the materials in the Solicitation Package (excluding the Ballots) on the U.S. Trustee and (b) the Plan and Disclosure Statement, the Disclosure Statement Order (without exhibits, except the Solicitation Procedures annexed as Exhibit 2 thereto) (in electronic format) and the Combined Hearing Notice to all parties required to be notified under Bankruptcy Rule 2002 and Bankruptcy Local Rule 2002-1 (the "2002 List") as of the Solicitation Deadline. In addition, on the Solicitation Deadline, the Debtors shall mail, or cause to be mailed, the Solicitation Package to all Holders of Claims in the Voting Class that are entitled to vote. To avoid duplication and reduce expenses, the Debtors will use commercially reasonable efforts to ensure that any Holder of a Claim who has filed duplicative Claims against a Debtor (whether against the same or multiple Debtors) that are classified under the Plan in the same Voting Class receives no more than one Solicitation Package (and, therefore, one Ballot) on account of such Claim and with respect to that Class as against that Debtor.

3. ***Non-Voting Status Notices for Unimpaired Classes and Classes Deemed to Reject the Plan.*** Certain Holders of Claims that are not classified in accordance with Bankruptcy Code section 1123(a)(1), or who are not entitled to vote because they are Unimpaired or otherwise presumed to accept the Plan under Bankruptcy Code section 1126(f), will receive only the Presumed to Accept Notice, substantially in the form annexed as Exhibit 4 to the Disclosure Statement Order. Certain Holders of Claims or Interests who are not entitled to vote because they are deemed to reject the Plan under Bankruptcy Code section 1126(g) will receive the Presumed to Reject Notice, substantially in the form annexed as Exhibit 5 to the Disclosure Statement Order. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding Ballots).

#### **IV. Voting and General Tabulation Procedures.**

1. ***Holders of Claims Entitled to Vote and Establishing Claim Amounts for Voting Purposes.*** Only Holders of Claims in Class 3 (First Lien Credit Agreement Claims) shall be entitled to vote with regard to such Claims. The amount of Class 3 First Lien Credit Agreement Claims for voting purposes only will be established based on the principal amount of the applicable positions held by each Class 3 First Lien Credit Agreement Claim Holder, as of the Voting Record Date, as evidenced by the applicable administrative agent's records, which shall be provided to the Debtors or the Solicitation Agent in electronic Microsoft Excel format no later than one (1) Business Day following the Voting Record Date or as soon as reasonably practicable thereafter.

2. ***General Ballot Tabulation.*** The following voting procedures and standard assumptions shall be used in tabulating Ballots, subject to the Debtors' right to waive any of the below specified requirements, in consultation with the Committee, for completion and submission of Ballots so long as such requirement is not otherwise required by the Bankruptcy Code, Bankruptcy Rules, Bankruptcy Local Rules or the Disclosure Statement Order:

- a. Except as otherwise provided in the Solicitation Procedures, unless the Ballot being furnished is actually received by the Solicitation Agent on or prior to the Voting Deadline (as the same may be extended by the Debtors), the Debtors, in their sole discretion, shall be entitled to reject such Ballot as invalid and not count it in connection with Confirmation of the Plan;
- b. The Debtors will file with the Court by no later than **September 30, 2022** a voting report (the “Voting Report”) that shall, among other things, delineate every Ballot that does not conform to the voting instructions or that contains any form of irregularity including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or lacking necessary information, received via facsimile or electronic mail or damaged (collectively, in each case, the “Irregular Ballots”). The Voting Report shall indicate the Debtors’ intentions with regard to each Irregular Ballot;
- c. The method of delivery of Ballots to be sent to the Solicitation Agent is at the election and risk of each Holder. Except as otherwise provided, a Ballot will be deemed delivered only when the Solicitation Agent actually receives the properly executed Ballot;
- d. An executed Ballot must be submitted by the Entity that has executed such Ballot. Subject to the other procedures and requirements herein, completed, executed Ballots may be submitted via the online “E-Balloting” portal maintained by the Solicitation Agent;
- e. Ballots should not be submitted by electronic mail or facsimile—any Ballots submitted by electronic mail or facsimile will not be valid;
- f. No Ballot should be sent to the Debtors, the Debtors’ agents (other than the Solicitation Agent) or the Debtors’ financial or legal advisors, and if so sent will not be counted; *provided, however*, for the avoidance of doubt, any such Ballots shall be counted if delivered properly and timely to the Solicitation Agent;
- g. If multiple Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the last properly executed Ballot received will be counted and all prior received Ballots will be disregarded;
- h. Holders must vote all of their Claims within the Voting Class either to accept or reject the Plan and may not split any votes. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, to the extent there are multiple Claims held by the same Holder within the same Class, the applicable Debtor may, in its discretion, seek to aggregate the Claims of any particular Holder within a Class for the purpose of counting votes. The Debtors shall identify any such aggregation of multiple Claims in the Voting Report, and any party in interest may contest such aggregation at the

Confirmation Hearing including, without limitation, on the basis that the Debtors have not satisfied Bankruptcy Code section 1129(a)(8)(A) for failure to meet the numerosity requirement of Bankruptcy Code section 1126(c).

- i. A Holder of a Claim that may be asserted against multiple Debtors must vote all such Claims in the same way (i.e. either all to accept the Plan at each Debtor against whom they have Claims or all to reject the Plan at each Debtor against whom they have Claims and may not vote any such Claim to accept at one Debtor and reject at another Debtor). Accordingly, a Ballot that rejects the Plan for a Claim at one Debtor and accepts the Plan for the same Claim at another Debtor will not be counted;
- j. A person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity of a Holder of Claims must indicate such capacity when signing;
- k. The Debtors, unless subject to a contrary order of the Court, may waive any defects or irregularities as to any particular Irregular Ballot at any time, either before or after the close of voting, and any such waivers will be documented in the Voting Report;
- l. Neither the Debtors, nor any other Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report, nor will any of them incur any liability for failure to provide such notification;
- m. Unless waived or as ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted. For the avoidance of doubt, the Solicitation Agent is not required to contact parties to cure any defects or irregularities for submitted Ballots;
- n. In the event a designation of lack of good faith is requested by a party in interest under Bankruptcy Code section 1126(e), the Court will determine whether any vote to accept and/or reject the Plan cast with respect to that Claim will be counted for purposes of determining whether the Plan has been accepted and/or rejected;
- o. Subject to any order of the Court, the Debtors reserve the right to reject any and all Ballots not in proper form, the acceptance of which, in the opinion of the Debtors, would not be in accordance with the provisions of the Bankruptcy Code or the Bankruptcy Rules; *provided* that any such rejections will be documented in the Voting Report;
- p. If an objection to a Claim is filed, such Claim shall be treated in accordance with the procedures set forth herein;

- q. The following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit identification of the Holder of such Claim; (ii) any Ballot cast by an Entity that does not hold a Claim in the Voting Class; (iii) any Ballot cast for a Claim scheduled as unliquidated, contingent or disputed for which no Proof of Claim was timely filed by the Voting Record Date (unless the applicable bar date has not yet passed, in which case such Claim shall be entitled to vote in the amount of \$1.00); (iv) any unsigned Ballot or Ballot lacking an original signature (for the avoidance of doubt, Ballots submitted through the online “E-Balloting” portal shall be deemed to include an original signature); (v) any Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan; and (vi) any Ballot submitted by an Entity not entitled to vote pursuant to the procedures described herein;
- r. After the Voting Deadline and subject to the requirements of Bankruptcy Rule 3018(a), no Ballot may be withdrawn or modified without the prior written consent of the Debtors and order of the Court;
- s. Where any portion of a single Claim has been transferred to a transferee, all Holders of any portion of such single Claim will be (i) treated as a single creditor for purposes of the numerosity requirements in Bankruptcy Code section 1126(c) (and for the other voting and solicitation procedures set forth herein), and (ii) required to vote every portion of such Claim collectively to accept or reject the Plan. In the event that (x) a Ballot, (y) a group of Ballots within the Voting Class received from a single creditor or (z) a group of Ballots received from the various Holders of multiple portions of a single Claim partially reject and partially accept the Plan, such Ballots shall not be counted; and
- t. For purposes of the numerosity requirement of Bankruptcy Code section 1126(c), separate Claims held by a single creditor in the Voting Class may be aggregated and treated as if such creditor held one Claim in such Class, in which case all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided, however*, that if separate affiliated Entities, including any funds or accounts that are advised or managed by the same Entity or by affiliated Entities, hold Claims in the Voting Class, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated Entity or managed fund or account will be counted separately as a vote to accept or reject the Plan.

**V. Amendments to the Plan and Disclosure Statement and the Solicitation Procedures.**

The Debtors reserve the right to make non-substantive or immaterial changes to the Plan and Disclosure Statement (including, for the avoidance of doubt, the Plan Supplement), Ballot, Combined Hearing Notice and related documents in their reasonable business judgement, in consultation with the Committee and without further Court order, including, without limitation, changes to correct typographical and grammatical errors, if any, and to make conforming changes

among the Plan and Disclosure Statement and any other materials in the Solicitation Package before their distribution, subject to the terms of the Restructuring Support Agreement.

**VI. Release, Exculpation, Injunction, Objection and Opt Out Provisions in the Plan.**

**The release, exculpation and injunction provisions contained in Article XII of the Plan and Disclosure Statement are included in the Combined Hearing Notice, and the releases by Holders of Claims are included in the Ballot. Entities are advised to carefully review and consider the Plan and Disclosure Statement, including the release, exculpation and injunction provisions set forth in Article XII, as their rights may be affected.**

**ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN THE CHAPTER 11 CASES THAT EXPRESSLY OBJECTS TO THE INCLUSION OF SUCH HOLDER AS A RELEASING PARTY UNDER THE PROVISIONS CONTAINED IN ARTICLE XII.C OF THE PLAN OR DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE XII.C OF THE PLAN IN A BALLOT OR NOTICE DISTRIBUTED BY THE DEBTORS WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. BY OBJECTING TO OR ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.**

**Exhibit 3**

**Form of Ballot for Class 3 First Lien Credit Agreement Claims**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, <i>et al.</i> , <sup>1</sup>	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

**BALLOT FOR VOTING TO ACCEPT OR REJECT THE  
JOINT CHAPTER 11 PLAN OF SUNGARD AS NEW HOLDINGS, LLC AND  
ITS DEBTOR AFFILIATES FOR HOLDERS OF CLASS 3 FIRST LIEN CREDIT  
AGREEMENT CLAIMS AND NOTICE OF OBJECTION AND OPT OUT RIGHTS**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR  
COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.**

**IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE  
COMPLETED, EXECUTED AND RETURNED SO AS TO BE *ACTUALLY RECEIVED*  
BY THE SOLICITATION AGENT BY SEPTEMBER 26, 2022, AT 4:00 P.M.,  
PREVAILING CENTRAL TIME (THE "VOTING DEADLINE") IN ACCORDANCE  
WITH THE FOLLOWING:**

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), are soliciting votes with respect to the Plan as set forth in the *First Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Sungard AS New Holdings, LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented or otherwise modified from time to time, the "Plan" or "Disclosure Statement" or "Plan and Disclosure Statement," as applicable).<sup>2</sup> The Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") has conditionally approved the Disclosure Statement as containing adequate information pursuant to section 1125 of title 11 of the United States Code (the "Bankruptcy Code"), by entry of an order

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' tax identification numbers, are: InFlow LLC (9489); Sungard AS New Holdings, LLC (5907); Sungard AS New Holdings II, LLC (9169); Sungard AS New Holdings III, LLC (3503); Sungard Availability Network Solutions Inc. (1034); Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee (3886); Sungard Availability Services Holdings (Canada), Inc. (2679); Sungard Availability Services Holdings (Europe), Inc. (2190); Sungard Availability Services Holdings, LLC (6403); Sungard Availability Services Technology, LLC (9118); Sungard Availability Services, LP (6195); and Sungard Availability Services, Ltd. (4711). The location of the Debtors' service address for purposes of these chapter 11 cases is: 565 E Swedesford Road, Suite 320, Wayne, PA 19087.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan and Disclosure Statement or Disclosure Statement Order, as applicable.

on [●], 2022 [Docket No.[●]] (the “Disclosure Statement Order”). The Debtors are seeking recognition of the Disclosure Statement Order in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) to give full force and effect to the Disclosure Statement Order in Canada. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Similarly, recognition of the Disclosure Statement Order by the Canadian Court does not indicate approval of the Plan by the Canadian Court.

You are receiving this ballot (this “Ballot”) because you are a Holder of a First Lien Credit Agreement Claim (your “First Lien Credit Agreement Claim”) as of September 6, 2022 (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

**YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHOM YOU HAVE A FIRST LIEN CREDIT AGREEMENT CLAIM.**

Your rights are described in the Plan and Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as the Disclosure Statement Order and certain other materials). If you received Solicitation Package materials and desire paper and/or email copies, or if you need to obtain additional Solicitation Packages, you may obtain them (a) for a fee via PACER at <http://www.txs.uscourts.gov>; or (b) at no charge from Kroll Restructuring Administration LLC (the “Solicitation Agent”) by: (i) accessing the Debtors’ restructuring website at <https://cases.ra.kroll.com/SungardAS/>; (ii) writing to Sungard AS Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232; (iii) emailing [SGASinfo@ra.kroll.com](mailto:SGASinfo@ra.kroll.com); or (iv) calling the Solicitation Agent at:

U.S. Toll Free: (844) 224-1140  
International: (646) 979-4408

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe you have received the wrong ballot, please contact the Solicitation Agent *immediately* at the address, telephone number or email address set forth above.

You should review the Plan and Disclosure Statement and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your First Lien Credit Agreement Claim has been placed in Class 3 under the Plan.

**PLEASE SUBMIT YOUR BALLOT BY ONE OF THE FOLLOWING TWO METHODS:**

**Via Paper Ballot. Complete, sign and date this Ballot and return it (with an original signature) promptly via first class mail (or in the enclosed reply envelope provided), overnight courier or hand delivery to:**

**Sungard AS Ballot Processing  
c/o Kroll Restructuring Administration LLC  
850 Third Avenue, Suite 412  
Brooklyn, NY 11232**

If you would like to coordinate hand delivery of your Ballot, please send an email to [SGASballots@ra.kroll.com](mailto:SGASballots@ra.kroll.com) (with “Sungard AS Solicitation” in the subject line) and provide the anticipated date and time of your delivery.

**OR**

**Via E-Ballot Portal.** Submit your Ballot via the Solicitation Agent’s online portal by visiting <https://cases.ra.kroll.com/SungardAS/> (the “E-Ballot Portal”). Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Ballot.

**IMPORTANT NOTE:** You will need the following information to retrieve and submit your customized electronic Ballot:

**Unique E-Ballot ID#:** \_\_\_\_\_

The Solicitation Agent’s E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

**Creditors who cast a Ballot using the E-Ballot Portal should NOT also submit a paper Ballot.**

**Item 1. Amount of Claim.**

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of First Lien Credit Agreement Claims in the following aggregate unpaid principal amount (insert amount in box below)<sup>3</sup>:

\$ _____  Debtor _____
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**Item 2. Vote on Plan.**

The Holder of the First Lien Credit Agreement Claims set forth in Item 1 votes to (please check only one):

<input type="checkbox"/> <b><u>ACCEPT</u></b> (vote FOR) the Plan	<input type="checkbox"/> <b><u>REJECT</u></b> (vote AGAINST) the Plan
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<sup>3</sup> The amount of your First Lien Credit Agreement Claim for purposes of treatment under the Plan is subject to change based upon subsequent funding under the Term Loan DIP Facility and the Roll-Up Recharacterization provision of the Final DIP Order.

**Your vote on the Plan will be applied to the applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 2 above.**

**Item 3. Important information regarding the third party release provisions in the Plan (the “Third Party Releases”) and objection and opt out rights.**

**AS A “RELEASING PARTY” UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE XII.C OF THE PLAN SET FORTH BELOW.**

**IF YOU ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED THAT YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.**

**YOU MAY ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE XII.C OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW OR FILE AN OBJECTION WITH THE BANKRUPTCY COURT THAT EXPRESSLY OBJECTS TO YOUR INCLUSION AS A RELEASING PARTY. IF YOU (A) FAIL TO SUBMIT A BALLOT BY THE VOTING DEADLINE, (B) SUBMIT THE BALLOT BUT ABSTAIN FROM VOTING TO ACCEPT OR REJECT THE PLAN WITHOUT CHECKING THE BOX BELOW OR (C) VOTE TO ACCEPT OR REJECT THE PLAN WITHOUT CHECKING THE BOX BELOW, IN EACH CASE YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN.**

**The Holder of the Class 3 First Lien Credit Agreement Claim identified in Item 1 elects to:**

**OPT OUT of the Third Party Release**

**Article XII.C of the Plan (Releases by Holders of Claims and Interests) contains the following provision:**

**NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, AS OF THE EFFECTIVE DATE, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EACH RELEASING PARTY IS DEEMED TO HAVE RELEASED AND DISCHARGED EACH DEBTOR, REORGANIZED DEBTOR, AS APPLICABLE, AND RELEASED PARTY FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS OR THEIR ESTATES, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS (INCLUDING THE MANAGEMENT, OWNERSHIP OR OPERATION THEREOF), ANY SECURITIES ISSUED BY THE DEBTORS AND THE OWNERSHIP THEREOF, THE DEBTORS’ IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS, ANY AVOIDANCE ACTIONS, ANY INTERCOMPANY TRANSACTION, THE**

**CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OR FILING OF THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE UK FUNDING AGREEMENT, THE PNC WAIVER, THE SALE TRANSACTION DOCUMENTS OR ANY RESTRUCTURING TRANSACTION, CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FILING OF THE CHAPTER 11 CASES, THE FILING OF THE CCAA PROCEEDING, THE DIP DOCUMENTS, THE SALE PROCESSES, SOLICITATION OF VOTES ON THE PLAN, THE PREPETITION NEGOTIATION AND SETTLEMENT OF CLAIMS, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF ANY DEBT AND/OR SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE (A) ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN AND SHALL NOT RESULT IN A RELEASE, WAIVER, OR DISCHARGE OF ANY OF THE DEBTORS' OR THE REORGANIZED DEBTORS', AS APPLICABLE, ASSUMED INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN, (B) OBLIGATIONS UNDER ANY OF THE CREDIT AGREEMENTS OR DIP ORDERS THAT, BY THEIR EXPRESS TERMS, SURVIVE THE TERMINATION OF THE CREDIT AGREEMENTS OR DIP ORDERS, INCLUDING THE RIGHTS OF THE APPLICABLE AGENTS TO EXPENSE REIMBURSEMENT, INDEMNIFICATION AND SIMILAR AMOUNTS OR (C) CLAIMS OR CAUSE OF ACTIONS RELATED TO ANY ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER BY A COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.**

**ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD-PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS: (A) CONSENSUAL; (B) ESSENTIAL TO THE CONFIRMATION OF THE PLAN; (C) GIVEN IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE RELEASED PARTIES' CONTRIBUTIONS TO FACILITATING THE RESTRUCTURING AND IMPLEMENTING THE PLAN; (D) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY**

THE THIRD-PARTY RELEASE; (E) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR CREDITORS; (F) FAIR, EQUITABLE, AND REASONABLE; (G) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (H) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

\* \* \*

UNDER THE PLAN, “RELEASING PARTY” MEANS EACH OF THE FOLLOWING, SOLELY IN ITS CAPACITY AS SUCH: (A) THE DEBTORS AND REORGANIZED DEBTORS; (B) THE DIP FACILITY LENDERS (IN THEIR CAPACITY AS DIP FACILITY LENDERS, DIRECTORS, BOARD OBSERVERS, SHAREHOLDERS, AND IN ANY OTHER CAPACITY); (C) THE DIP AGENTS; (D) THE CONSENTING STAKEHOLDERS (IN THEIR CAPACITY AS DIP FACILITY LENDERS, DIRECTORS, BOARD OBSERVERS, SHAREHOLDERS, AND IN ANY OTHER CAPACITY) AND THE AD HOC GROUP; (E) THE PREPETITION TERM LOAN AGENT; (F) PREPETITION ABL AGENT; (G) HOLDERS OF CLAIMS; (H) HOLDERS OF INTERESTS; (I) THE PLAN ADMINISTRATOR (IF APPLICABLE); (J) THE FOREIGN REPRESENTATIVE; (K) THE INFORMATION OFFICER; AND (L) WITH RESPECT TO THE FOREGOING CLAUSES (A) THROUGH (K), EACH SUCH ENTITY’S CURRENT AND FORMER AFFILIATES, DIRECTORS, BOARD OBSERVERS, MANAGERS, OFFICERS, CONTROL PERSONS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), AFFILIATED INVESTMENT FUNDS OR INVESTMENT VEHICLES, PARTICIPANTS, MANAGED ACCOUNTS OR FUNDS, FUND ADVISORS, PREDECESSORS, SUCCESSORS, ASSIGNS, SUBSIDIARIES, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, INVESTMENT MANAGERS, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH; *PROVIDED THAT* AN ENTITY SHALL NOT BE A RELEASING PARTY IF, IN THE CASES OF CLAUSES (G) AND (H), SUCH ENTITY: (1) ELECTS TO OPT OUT OF THE RELEASES CONTAINED IN THE PLAN; OR (2) TIMELY FILES WITH THE BANKRUPTCY COURT, ON THE DOCKET OF THE CHAPTER 11 CASES, AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN THE CHAPTER 11 CASES THAT EXPRESSLY OBJECTS TO THE INCLUSION OF SUCH HOLDER AS A RELEASING PARTY UNDER THE PROVISIONS CONTAINED IN ARTICLE XII.C OF THE PLAN OR DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE XII.C OF THE PLAN USING THE ENCLOSED OPT-OUT FORM WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. BY OBJECTING TO OR ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF

**OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED THAT YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.**

**Item 5. Certifications.**

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) as of the Voting Record Date, either: (i) the Entity is the Holder of the First Lien Credit Agreement Claims being voted; or (ii) the Entity is an authorized signatory for an Entity that is a Holder of the First Lien Credit Agreement Claims being voted;
- (b) the Entity (or in the case of an authorized signatory, the Holder) has received the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) the Entity has cast the same vote with respect to all of its First Lien Credit Agreement Claims; and
- (d) no other Ballots with respect to the amount of the First Lien Credit Agreement Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such First Lien Credit Agreement Claims, then any such earlier Ballots are hereby revoked.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If other than the Holder)
Title:	_____
Address:	_____
	_____
	_____
Telephone Number:	_____
Email:	_____
Date Completed:	_____

**IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE SEPTEMBER 26, 2022, AT 4:00 P.M. PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.**

**INSTRUCTIONS FOR COMPLETING THIS BALLOT**

1. The Debtors are soliciting the votes of Holders of Claims or Interests with respect to the Plan. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by Bankruptcy Code section 1129(a). Please review the Plan and Disclosure Statement for more information.
3. To ensure that your Ballot is counted, you ***must*** complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**
4. **Use of Ballot.** To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.
5. Your Class 3 Ballot ***must*** be returned to the Solicitation Agent so as to be ***actually received*** by the Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is September 26, 2022, at 4:00 p.m., prevailing Central Time.**
6. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Ballots will *not* be counted:**
  - (a) any Ballot that partially rejects and partially accepts the Plan;
  - (b) Ballots sent to the Debtors, the Debtors' agents (other than the Solicitation Agent), any agent, indenture trustee or the Debtors' financial or legal advisors;
  - (c) Ballots sent by electronic mail or facsimile;
  - (d) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
  - (e) any Ballot submitted by a Holder not entitled to vote pursuant to the Plan;
  - (f) any unsigned Ballot (for the avoidance of doubt, Ballots validly submitted through the E-Ballot Portal will be deemed signed); and/or

- (g) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan.
7. The method of delivery of Ballots to the Solicitation Agent is at the election and risk of each Holder of a First Lien Credit Agreement Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Solicitation Agent *actually receives* the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.
8. If multiple Ballots are received from the same Holder of a Class 3 Claim with respect to the same Class 3 First Lien Credit Agreement Claim prior to the Voting Deadline, the latest, timely received and properly completed Ballot will supersede and revoke any earlier received Ballots.
9. You must vote all of your First Lien Credit Agreement Claims within Class 3 either to accept or reject the Plan and may *not* split your vote.
10. This Ballot does *not* constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
11. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the ballot.

**PLEASE SUBMIT YOUR BALLOT PROMPTLY**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT:**

**U.S. TOLL FREE: (844) 224-1140  
INTERNATIONAL: (646) 979-4408**

**OR BY EMAILING [SGASINFO@RA.KROLL.COM](mailto:SGASINFO@RA.KROLL.COM)**

**IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS ON SEPTEMBER 26, 2022, AT 4:00 P.M., PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.**

**Exhibit 4**

**Presumed to Accept Notice**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, <i>et al.</i> , <sup>1</sup>	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

**NOTICE OF NON-VOTING STATUS WITH RESPECT TO  
UNIMPAIRED CLASSES PRESUMED TO ACCEPT THE JOINT  
CHAPTER 11 PLAN OF SUNGARD AS NEW HOLDINGS, LLC AND ITS  
DEBTOR AFFILIATES AND NOTICE OF OBJECTION AND OPT OUT RIGHTS**

**PLEASE TAKE NOTICE THAT** on [●], 2022, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order [Docket No. [●]] (the “Disclosure Statement Order”) that, among other things: (a) conditionally approved the Disclosure Statement as set forth in the *First Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Sungard AS New Holdings, LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 627] (as may be amended or supplemented from time to time and including all exhibits and supplements thereto, the “Plan” or “Disclosure Statement” or “Plan and Disclosure Statement”) as containing adequate information, as required under section 1125(a) of title 11 of the United States Code (the “Bankruptcy Code”); and (b) authorized the Debtors to solicit votes with regard to the acceptance or rejection of the Plan.<sup>2</sup> The Debtors are seeking recognition of the Disclosure Statement Order in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) to give full force and effect to the Disclosure Statement Order in Canada.

**PLEASE TAKE FURTHER NOTICE THAT** the Plan and Disclosure Statement, the Disclosure Statement Order and other documents and materials included in the Solicitation Package may be obtained by (a) accessing the Solicitation Agent’s website at

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of the Debtors’ tax identification numbers, are: InFlow LLC (9489); Sungard AS New Holdings, LLC (5907); Sungard AS New Holdings II, LLC (9169); Sungard AS New Holdings III, LLC (3503); Sungard Availability Network Solutions Inc. (1034); Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee (3886); Sungard Availability Services Holdings (Canada), Inc. (2679); Sungard Availability Services Holdings (Europe), Inc. (2190); Sungard Availability Services Holdings, LLC (6403); Sungard Availability Services Technology, LLC (9118); Sungard Availability Services, LP (6195); and Sungard Availability Services, Ltd. (4711). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 565 E Swedesford Road, Suite 320, Wayne, PA 19087.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan and Disclosure Statement or the Disclosure Statement Order, as applicable.

<https://cases.ra.kroll.com/SungardAS/>, (b) writing to the Solicitation Agent at Sungard AS Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232, (c) emailing [SGASinfo@ra.kroll.com](mailto:SGASinfo@ra.kroll.com), (d) calling the Solicitation Agent's toll-free information line with respect to the Debtors at (844) 224-1140 (U.S. and Canada) or (646) 979-4408 (International) and/or (e) visiting the website maintained by the Court at <https://ecf.txsb.uscourts.gov/> (PACER account required). Information is also available on the website established by the Canadian Court-appointed information officer at <https://www.alvarezandmarsal.com/SungardASCanada>.

**PLEASE TAKE FURTHER NOTICE THAT** you are receiving this notice because, pursuant to the terms of Articles V and VII of the Plan and the applicable provisions of the Bankruptcy Code, your Claim(s) against the Debtors are Unimpaired and, pursuant to Bankruptcy Code section 1126(f), you are conclusively presumed to have accepted the Plan and are not entitled to vote on the Plan. Accordingly, this notice and the Combined Hearing Notice are being sent to you for informational purposes only. Please be advised that your receipt of this Notice does not limit the Debtors' right to object to the classification of your Claim in the future and that your Claim may ultimately be reclassified.

**PLEASE TAKE FURTHER NOTICE THAT** if you have any questions about the status of any of your Claim(s), you should contact the Debtors in accordance with the instructions provided above.

**ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN THE CHAPTER 11 CASES THAT EXPRESSLY OBJECTS TO THE INCLUSION OF SUCH HOLDER AS A RELEASING PARTY UNDER THE PROVISIONS CONTAINED IN ARTICLE XII.C OF THE PLAN OR DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE XII.C OF THE PLAN BY SUBMITTING THE ATTACHED OPT-OUT FORM AS INSTRUCTED THEREIN WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. BY OBJECTING TO OR ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED THAT YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.**

**PLEASE TAKE FURTHER NOTICE THAT** if you have any questions about the status of any of your Claim(s), you should contact the Debtors in accordance with the instructions provided above.

Dated: [●], 2022  
Houston, Texas

*/s/DRAFT*

**JACKSON WALKER LLP**

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Debtors in Possession*

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**Third Party Release Opt-Out Form**

**AS A “RELEASING PARTY” UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE XII.C OF THE PLAN SET FORTH BELOW.**

**IF YOU ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED THAT YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.**

**YOU MAY ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE XII.C OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW AND RETURN THIS FORM TO THE DEBTORS’ SOLICITATION AGENT SO THAT IT IS RECEIVED BY SEPTEMBER 26, 2022 AT 4:00 P.M. (PREVAILING CENTRAL TIME). IF YOU FAIL TO TIMELY SUBMIT THIS FORM OR SUBMIT THE FORM WITHOUT CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN.**

<input type="checkbox"/> <b><u>OPT OUT of the Third Party Release</u></b>
---

**Article XII.C of the Plan (Releases by Holders of Claims and Interests) contains the following provision:**

**NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, AS OF THE EFFECTIVE DATE, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EACH RELEASING PARTY IS DEEMED TO HAVE RELEASED AND DISCHARGED EACH DEBTOR, REORGANIZED DEBTOR, AS APPLICABLE, AND RELEASED PARTY FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS OR THEIR ESTATES, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS (INCLUDING THE MANAGEMENT, OWNERSHIP OR OPERATION THEREOF), ANY SECURITIES ISSUED BY THE DEBTORS AND THE OWNERSHIP THEREOF, THE DEBTORS’ IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS, ANY AVOIDANCE ACTIONS, ANY INTERCOMPANY TRANSACTION, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OR FILING OF THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE UK FUNDING AGREEMENT, THE PNC WAIVER, THE SALE TRANSACTION DOCUMENTS OR ANY RESTRUCTURING TRANSACTION, CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN**

**CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FILING OF THE CHAPTER 11 CASES, THE FILING OF THE CCAA PROCEEDING, THE DIP DOCUMENTS, THE SALE PROCESSES, SOLICITATION OF VOTES ON THE PLAN, THE PREPETITION NEGOTIATION AND SETTLEMENT OF CLAIMS, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF ANY DEBT AND/OR SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE (A) ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN AND SHALL NOT RESULT IN A RELEASE, WAIVER, OR DISCHARGE OF ANY OF THE DEBTORS' OR THE REORGANIZED DEBTORS', AS APPLICABLE, ASSUMED INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN, (B) OBLIGATIONS UNDER ANY OF THE CREDIT AGREEMENTS OR DIP ORDERS THAT, BY THEIR EXPRESS TERMS, SURVIVE THE TERMINATION OF THE CREDIT AGREEMENTS OR DIP ORDERS, INCLUDING THE RIGHTS OF THE APPLICABLE AGENTS TO EXPENSE REIMBURSEMENT, INDEMNIFICATION AND SIMILAR AMOUNTS OR (C) CLAIMS OR CAUSE OF ACTIONS RELATED TO ANY ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER BY A COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.**

**ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD-PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS: (A) CONSENSUAL; (B) ESSENTIAL TO THE CONFIRMATION OF THE PLAN; (C) GIVEN IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE RELEASED PARTIES' CONTRIBUTIONS TO FACILITATING THE RESTRUCTURING AND IMPLEMENTING THE PLAN; (D) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE; (E) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR CREDITORS; (F) FAIR, EQUITABLE, AND REASONABLE; (G) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (H) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.**

\* \* \*

**UNDER THE PLAN, “RELEASING PARTY” MEANS EACH OF THE FOLLOWING, SOLELY IN ITS CAPACITY AS SUCH: (A) THE DEBTORS AND REORGANIZED DEBTORS; (B) THE DIP FACILITY LENDERS (IN THEIR CAPACITY AS DIP FACILITY LENDERS, DIRECTORS, BOARD OBSERVERS, SHAREHOLDERS, AND IN ANY OTHER CAPACITY); (C) THE DIP AGENTS; (D) THE CONSENTING STAKEHOLDERS (IN THEIR CAPACITY AS DIP FACILITY LENDERS, DIRECTORS, BOARD OBSERVERS, SHAREHOLDERS, AND IN ANY OTHER CAPACITY) AND THE AD HOC GROUP; (E) THE PREPETITION TERM LOAN AGENT; (F) PREPETITION ABL AGENT; (G) HOLDERS OF CLAIMS; (H) HOLDERS OF INTERESTS; (I) THE PLAN ADMINISTRATOR (IF APPLICABLE); (J) THE FOREIGN REPRESENTATIVE; (K) THE INFORMATION OFFICER; AND (L) WITH RESPECT TO THE FOREGOING CLAUSES (A) THROUGH (K), EACH SUCH ENTITY’S CURRENT AND FORMER AFFILIATES, DIRECTORS, BOARD OBSERVERS, MANAGERS, OFFICERS, CONTROL PERSONS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), AFFILIATED INVESTMENT FUNDS OR INVESTMENT VEHICLES, PARTICIPANTS, MANAGED ACCOUNTS OR FUNDS, FUND ADVISORS, PREDECESSORS, SUCCESSORS, ASSIGNS, SUBSIDIARIES, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, INVESTMENT MANAGERS, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH; *PROVIDED THAT* AN ENTITY SHALL NOT BE A RELEASING PARTY IF, IN THE CASES OF CLAUSES (G) AND (H), SUCH ENTITY: (1) ELECTS TO OPT OUT OF THE RELEASES CONTAINED IN THE PLAN; OR (2) TIMELY FILES WITH THE BANKRUPTCY COURT, ON THE DOCKET OF THE CHAPTER 11 CASES, AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION.**

**Acknowledgments.** By signing this opt-out form (this “Opt-Out Form”), the undersigned certifies that the undersigned has the power and authority to elect whether to grant the releases contained in Article XII.C of the Plan and has elected not to be a Releasing Party under the Plan.

**Name of Holder** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Title (if applicable)** \_\_\_\_\_

**Name of Institution** \_\_\_\_\_

**Street Address** \_\_\_\_\_

**City, State, Zip Code** \_\_\_\_\_

**Telephone Number** \_\_\_\_\_

**Email Address** \_\_\_\_\_

Date Completed \_\_\_\_\_

**PLEASE SUBMIT YOUR OPT-OUT FORM BY ONE OF THE FOLLOWING TWO METHODS:**

**Via Paper Form.** Complete, sign and date this Opt-Out Form and return it (with an original signature) promptly via first class mail (or in the enclosed reply envelope provided), overnight courier or hand delivery to:

Sungard AS Ballot Processing  
c/o Kroll Restructuring Administration  
850 Third Avenue, Suite 412  
Brooklyn, NY 11232

***OR***

**Via E-Ballot Portal.** Submit your Opt-Out Form via the Solicitation Agent's online portal by visiting <https://cases.ra.kroll.com/SungardAS/> (the "E-Ballot Portal"). Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Opt-Out Form.

**IMPORTANT NOTE:** You will need the following information to retrieve and submit your customized electronic Opt-Out Form:

**Unique E-Ballot ID#:** \_\_\_\_\_

The Solicitation Agent's E-Ballot Portal is the sole manner in which Opt-Out Forms will be accepted via electronic or online transmission. Opt-Out Forms submitted by facsimile, email or other means of electronic transmission will not be counted.

Parties that submit their Opt-Out Form using the E-Ballot Portal should NOT also submit a paper Opt-Out Form.

If you would like to coordinate hand delivery of your Opt-Out Form, please send an email to [SGASballots@ra.kroll.com](mailto:SGASballots@ra.kroll.com) (with "Sungard AS Solicitation" in the subject line) and provide the anticipated date and time of your delivery.

**Exhibit 5**

**Presumed to Reject Notice**



<https://cases.ra.kroll.com/SungardAS/>, (b) writing to the Solicitation Agent at Sungard AS Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232, (c) emailing [SGASinfo@ra.kroll.com](mailto:SGASinfo@ra.kroll.com), (d) calling the Solicitation Agent's toll-free information line with respect to the Debtors at (844) 224-1140 (U.S. and Canada) or (646) 979-4408 (International) and/or (e) visiting the website maintained by the Court at <https://ecf.txsb.uscourts.gov/> (PACER account required). Information is also available on the website established by the Canadian Court-appointed information officer at <https://www.alvarezandmarsal.com/SungardASCanada>.

**PLEASE TAKE FURTHER NOTICE THAT** you are receiving this notice because, under the terms of Articles V and VII of the Plan your Claim(s) against the Debtors are Impaired and you will receive no distribution on account of such Claim(s) under the Plan and, pursuant to Bankruptcy Code section 1126(g), you are deemed to have rejected the Plan and are not entitled to vote on the Plan. Accordingly, this notice and the Combined Hearing Notice are being sent to you for informational purposes only.

**ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN THE CHAPTER 11 CASES THAT EXPRESSLY OBJECTS TO THE INCLUSION OF SUCH HOLDER AS A RELEASING PARTY UNDER THE PROVISIONS CONTAINED IN ARTICLE XII.C OF THE PLAN OR DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE XII.C OF THE PLAN BY SUBMITTING THE ATTACHED OPT-OUT FORM AS INSTRUCTED THEREIN WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. BY OBJECTING TO OR ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED THAT YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.**

**PLEASE TAKE FURTHER NOTICE THAT** if you have any questions about the status of any of your Claim(s), you should contact the Debtors in accordance with the instructions provided above.

Dated: [●], 2022  
Houston, Texas

*/s/DRAFT*

**JACKSON WALKER LLP**

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Jennifer F. Wertz (TX Bar No. 24072822)  
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*Co-Counsel to the Debtors and  
Debtors in Possession*

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mlahaie@akingump.com  
kzuzolo@akingump.com  
melanie.miller@akingump.com

-and-

**AKIN GUMP STRAUSS HAUER & FELD LLP**

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Lacy M. Lawrence (TX Bar No. 24055913)  
Zach D. Lanier (TX Bar No. 24124968)  
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Dallas, Texas 75201  
Telephone: (214) 969-2800  
Facsimile: (214) 969-4343  
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llawrence@akingump.com  
zlanier@akingump.com

*Co-Counsel to the Debtors and Debtors in Possession*

**Third Party Release Opt-Out Form**

**AS A “RELEASING PARTY” UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE XII.C OF THE PLAN SET FORTH BELOW.**

**IF YOU ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED THAT YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.**

**YOU MAY ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE XII.C OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW AND RETURN THIS FORM TO THE DEBTORS’ SOLICITATION AGENT SO THAT IT IS RECEIVED BY SEPTEMBER 26, 2022 AT 4:00 P.M. (PREVAILING CENTRAL TIME). IF YOU FAIL TO TIMELY SUBMIT THIS FORM OR SUBMIT THE FORM WITHOUT CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN.**

**OPT OUT of the Third Party Release**

**Article XII.C of the Plan (Releases by Holders of Claims and Interests) contains the following provision:**

**NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, AS OF THE EFFECTIVE DATE, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EACH RELEASING PARTY IS DEEMED TO HAVE RELEASED AND DISCHARGED EACH DEBTOR, REORGANIZED DEBTOR, AS APPLICABLE, AND RELEASED PARTY FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS OR THEIR ESTATES, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS (INCLUDING THE MANAGEMENT, OWNERSHIP OR OPERATION THEREOF), ANY SECURITIES ISSUED BY THE DEBTORS AND THE OWNERSHIP THEREOF, THE DEBTORS’ IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS, ANY AVOIDANCE ACTIONS, ANY INTERCOMPANY TRANSACTION, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OR FILING OF THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE UK FUNDING AGREEMENT, THE PNC WAIVER, THE SALE TRANSACTION DOCUMENTS OR ANY RESTRUCTURING TRANSACTION, CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE**

**DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FILING OF THE CHAPTER 11 CASES, THE FILING OF THE CCAA PROCEEDING, THE DIP DOCUMENTS, THE SALE PROCESSES, SOLICITATION OF VOTES ON THE PLAN, THE PREPETITION NEGOTIATION AND SETTLEMENT OF CLAIMS, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF ANY DEBT AND/OR SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE (A) ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN AND SHALL NOT RESULT IN A RELEASE, WAIVER, OR DISCHARGE OF ANY OF THE DEBTORS' OR THE REORGANIZED DEBTORS', AS APPLICABLE, ASSUMED INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN, (B) OBLIGATIONS UNDER ANY OF THE CREDIT AGREEMENTS OR DIP ORDERS THAT, BY THEIR EXPRESS TERMS, SURVIVE THE TERMINATION OF THE CREDIT AGREEMENTS OR DIP ORDERS, INCLUDING THE RIGHTS OF THE APPLICABLE AGENTS TO EXPENSE REIMBURSEMENT, INDEMNIFICATION AND SIMILAR AMOUNTS OR (C) CLAIMS OR CAUSE OF ACTIONS RELATED TO ANY ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER BY A COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.**

**ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD-PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS: (A) CONSENSUAL; (B) ESSENTIAL TO THE CONFIRMATION OF THE PLAN; (C) GIVEN IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE RELEASED PARTIES' CONTRIBUTIONS TO FACILITATING THE RESTRUCTURING AND IMPLEMENTING THE PLAN; (D) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE; (E) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR CREDITORS; (F) FAIR, EQUITABLE, AND REASONABLE; (G) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (H) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.**

\* \* \*

**UNDER THE PLAN, “RELEASING PARTY” MEANS EACH OF THE FOLLOWING, SOLELY IN ITS CAPACITY AS SUCH: (A) THE DEBTORS AND REORGANIZED DEBTORS; (B) THE DIP FACILITY LENDERS (IN THEIR CAPACITY AS DIP FACILITY LENDERS, DIRECTORS, BOARD OBSERVERS, SHAREHOLDERS, AND IN ANY OTHER CAPACITY); (C) THE DIP AGENTS; (D) THE CONSENTING STAKEHOLDERS (IN THEIR CAPACITY AS DIP FACILITY LENDERS, DIRECTORS, BOARD OBSERVERS, SHAREHOLDERS, AND IN ANY OTHER CAPACITY) AND THE AD HOC GROUP; (E) THE PREPETITION TERM LOAN AGENT; (F) PREPETITION ABL AGENT; (G) HOLDERS OF CLAIMS; (H) HOLDERS OF INTERESTS; (I) THE PLAN ADMINISTRATOR (IF APPLICABLE); (J) THE FOREIGN REPRESENTATIVE; (K) THE INFORMATION OFFICER; AND (L) WITH RESPECT TO THE FOREGOING CLAUSES (A) THROUGH (K), EACH SUCH ENTITY’S CURRENT AND FORMER AFFILIATES, DIRECTORS, BOARD OBSERVERS, MANAGERS, OFFICERS, CONTROL PERSONS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), AFFILIATED INVESTMENT FUNDS OR INVESTMENT VEHICLES, PARTICIPANTS, MANAGED ACCOUNTS OR FUNDS, FUND ADVISORS, PREDECESSORS, SUCCESSORS, ASSIGNS, SUBSIDIARIES, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, INVESTMENT MANAGERS, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH; *PROVIDED THAT* AN ENTITY SHALL NOT BE A RELEASING PARTY IF, IN THE CASES OF CLAUSES (G) AND (H), SUCH ENTITY: (1) ELECTS TO OPT OUT OF THE RELEASES CONTAINED IN THE PLAN; OR (2) TIMELY FILES WITH THE BANKRUPTCY COURT, ON THE DOCKET OF THE CHAPTER 11 CASES, AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION.**

**Acknowledgments.** By signing this opt-out form (this “Opt-Out Form”), the undersigned certifies that the undersigned has the power and authority to elect whether to grant the releases contained in Article XII.C of the Plan and has elected not to be a Releasing Party under the Plan.

**Name of Holder** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Title (if applicable)** \_\_\_\_\_

**Name of Institution** \_\_\_\_\_

**Street Address** \_\_\_\_\_

**City, State, Zip Code** \_\_\_\_\_

**Telephone Number** \_\_\_\_\_

**Email Address** \_\_\_\_\_

Date Completed \_\_\_\_\_

**PLEASE SUBMIT YOUR OPT-OUT FORM BY ONE OF THE FOLLOWING TWO METHODS:**

**Via Paper Form.** Complete, sign and date this Opt-Out Form and return it (with an original signature) promptly via first class mail (or in the enclosed reply envelope provided), overnight courier or hand delivery to:

Sungard AS Ballot Processing  
c/o Kroll Restructuring Administration  
850 Third Avenue, Suite 412  
Brooklyn, NY 11232

**OR**

**Via E-Ballot Portal.** Submit your Opt-Out Form via the Solicitation Agent’s online portal by visiting <https://cases.ra.kroll.com/SungardAS/> (the “E-Ballot Portal”). Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Opt-Out Form.

**IMPORTANT NOTE:** You will need the following information to retrieve and submit your customized electronic Opt-Out Form:

Unique E-Ballot ID#: \_\_\_\_\_

The Solicitation Agent’s E-Ballot Portal is the sole manner in which Opt-Out Forms will be accepted via electronic or online transmission. Opt-Out Forms submitted by facsimile, email or other means of electronic transmission will not be counted.

Parties that submit their Opt-Out Form using the E-Ballot Portal should NOT also submit a paper Opt-Out Form.

If you would like to coordinate hand delivery of your Opt-Out Form, please send an email to [SGASballots@ra.kroll.com](mailto:SGASballots@ra.kroll.com) (with “Sungard AS Solicitation” in the subject line) and provide the anticipated date and time of your delivery.

**Exhibit 6**

**Form of Notice of Assumption of Executory Contracts and Unexpired Leases**



contracts proposed to be assumed by the Debtors pursuant to the Plan. The determination to assume the agreements identified on the Assumption Schedule is subject to revision.

**PLEASE TAKE FURTHER NOTICE THAT** the hearing to approve the adequacy of the Disclosure Statement and confirm the Plan (the “Combined Hearing”) will commence on **October 3, 2022, at 2:00 p.m. (prevailing Central Time)**.

**PLEASE TAKE FURTHER NOTICE THAT** you are receiving this notice because the Debtors’ records reflect that you are a party to a contract that is listed on the Assumption Schedule. Therefore, you are advised to review carefully the information contained in this notice and the related provisions of the Plan and Disclosure Statement, including the Assumption Schedule.

**PLEASE TAKE FURTHER NOTICE THAT** pursuant to the Bidding Procedures Order, on June 3, 2022, the Debtors filed the *Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* [Docket No. 259] and, on June 14, 2022, the Debtors filed the *Notice of Supplemental Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale* [Docket No. 310] (collectively, the “Assumption and Assignment Notice”). The Assumption and Assignment Notice set forth the Cure Costs, if any, that the Debtors believed were required to be paid to the applicable counterparty to cure any monetary defaults under each contract pursuant to Bankruptcy Code section 365. Any counterparty was permitted to object to the proposed assumption, assignment, or Cure Cost by filing an objection consistent with the procedures set forth in the Assumption and Assignment Notice. Pursuant to the Bidding Procedures Order, if a counterparty failed to timely file an objection with the Court, (a) the counterparty shall be deemed to have consented to the applicable Cure Costs set forth in the Assumption and Assignment Notice and forever shall be barred from asserting any objection with regard to such Cure Costs or any other claims related to the applicable contract, and (b) the applicable Cure Costs set forth in the Assumption and Assignment Notice shall be controlling and will be the only amount necessary to cure outstanding defaults under the applicable contracts pursuant Bankruptcy Code section 365(b), notwithstanding anything to the contrary in any such contract, or any other document.

**PLEASE TAKE FURTHER NOTICE THAT** the Debtors are proposing to assume the Executory Contract(s) and Unexpired Lease(s) listed in **Schedule 1** attached hereto, to which you are a party, in connection with the Plan.<sup>3</sup>

**PLEASE TAKE FURTHER NOTICE THAT** Bankruptcy Code section 365(b)(1) requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption. Accordingly,

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<sup>3</sup> Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumption Schedule, nor anything contained in the Plan or each Debtor’s Schedules, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease capable of assumption, that any Debtor, Reorganized Debtor or Plan Administrator, as applicable, has any liability thereunder, or that such Executory Contract or Unexpired Lease is necessarily a binding and enforceable agreement. Further, the Debtors, Reorganized Debtors or Plan Administrator, as applicable, expressly reserve the right to: (a) remove any Executory Contract or Unexpired Lease from the Assumption Schedule and reject such Executory Contract or Unexpired Lease pursuant to the terms of the Plan, up until 45 days after the Effective Date; and (b) contest any Claim (or Cure amount) asserted in connection with assumption of any Executory Contract or Unexpired Lease.

the Debtors have identified such amounts on **Schedule 1** attached hereto, which amounts were previously established in connection with the Bidding Procedures Order. Please note that if no amount is stated for a particular Executory Contract or Unexpired Lease, there is no Cure amount outstanding for such contract or lease.

**PLEASE TAKE FURTHER NOTICE THAT** absent any pending dispute, the monetary amounts required to cure any existing defaults arising under the Executory Contract(s) and Unexpired Lease(s) identified on **Schedule 1** will be satisfied, pursuant to Bankruptcy Code section 365(b)(1), by the Debtors, Reorganized Debtors or Plan Administrator, as applicable, in Cash on the Effective Date or as soon as reasonably practicable thereafter. In the event of a dispute, however, payment of the Cure amount would be made following the entry of a final order(s) resolving the dispute and approving the assumption. If an objection to the proposed assumption is sustained by the Court, however, the Debtors may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming it.

**PLEASE TAKE FURTHER NOTICE THAT** the deadline for filing objections to the Plan is **September 26, 2022, at 4:00 p.m. (prevailing Central Time)** (the “Plan and Disclosure Statement Objection Deadline”); *provided, however*, any Cure amount that has been finally determined pursuant to the Bidding Procedures Order (including by failure of the applicable counterparty to timely object to a proposed Cure amount as set forth in the Assumption and Assignment Notice served pursuant to the Bidding Procedures Order) shall be binding on the applicable counterparty. Any objection to the Plan must: (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court and served upon the following parties on or before the Plan and Disclosure Statement Objection Deadline: (i) co-counsel to the Debtors, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Philip C. Dublin (pdublin@akingump.com) and Meredith A. Lahaie (mlahaie@akingump.com); (ii) co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Attn: Matthew D. Cavanaugh (mcavanaugh@jw.com), and Jennifer F. Wertz (jwertz@jw.com); (iii) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Stephen D. Statham (stephen.statham@usdoj.gov); (iv) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 440 Louisiana Street, Suite 900, Houston, Texas 77002, Attn: Michael D. Warner (mwarner@pszjlaw.com); (v) counsel to the Term Loan DIP Lenders, Proskauer Rose LLP, One International Place, Boston, Massachusetts 02110, Attn: Charles A. Dale (cdale@proskauer.com) and David M. Hillman (dhillman@proskauer.com); and (vi) counsel to the ABL DIP Lenders, Thompson Coburn Hahn & Hessen LLP, 488 Madison Avenue, New York, New York 10022, Attn: Joshua I. Divack (jdivack@thompsoncoburn.com).

**PLEASE TAKE FURTHER NOTICE THAT** any objections to the Plan in connection with the assumption of the Executory Contract(s) and Unexpired Lease(s) identified above and/or related Cure or adequate assurances proposed in connection with the Plan that remain unresolved as of the Confirmation Hearing will be heard at the Confirmation Hearing (or such other date as fixed by the Court).

**PLEASE TAKE FURTHER NOTICE THAT ANY COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT FAILS TO TIMELY OBJECT TO THE PROPOSED ASSUMPTION OR CURE AMOUNT WILL BE DEEMED TO HAVE ASSENTED TO SUCH ASSUMPTION AND CURE AMOUNT.**

**PLEASE TAKE FURTHER NOTICE THAT ASSUMPTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE PLAN OR OTHERWISE SHALL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY, INCLUDING DEFAULTS OF PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR OWNERSHIP INTEREST COMPOSITION OR OTHER BANKRUPTCY-RELATED DEFAULTS, ARISING UNDER ANY ASSUMED EXECUTORY CONTRACT OR UNEXPIRED LEASE AT ANY TIME BEFORE THE DATE THE DEBTORS OR REORGANIZED DEBTORS ASSUME SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE. ANY PROOFS OF CLAIM FILED WITH RESPECT TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT HAS BEEN ASSUMED, INCLUDING PURSUANT TO THE CONFIRMATION ORDER OR ANY SALE TRANSACTION, AND FOR WHICH ANY CURE AMOUNT HAS BEEN FULLY PAID PURSUANT TO THE APPLICABLE SALE TRANSACTION OR THE PLAN, SHALL BE DEEMED DISALLOWED AND EXPUNGED, WITHOUT FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT.**

**PLEASE TAKE FURTHER NOTICE THAT** if you would like to obtain a copy of the Plan and Disclosure Statement, the Plan Supplement or related documents, you should contact Kroll Restructuring Administration LLC, the Solicitation Agent retained by the Debtors in the chapter 11 cases, by: (i) accessing the Debtors' restructuring website at <https://cases.ra.kroll.com/SungardAS/>; (ii) writing to Sungard AS Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232; (iii) emailing [SGASinfo@ra.kroll.com](mailto:SGASinfo@ra.kroll.com); or (iv) calling the Solicitation Agent's information line with respect to the Debtors at (844) 224-1140 (U.S. and Canada) or (646) 979-4408 (International). You may also obtain copies of any pleadings filed in the chapter 11 cases for a fee via PACER at: <https://ecf.txsb.uscourts.gov/> (PACER account required). Information is also available on the website established by the Canadian Court-appointed information officer at <https://www.alvarezandmarsal.com/SungardASCanada>.

**THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE SOLICITATION AGENT.**

Dated: [●], 2022  
Houston, Texas

*/s/DRAFT*

**JACKSON WALKER LLP**

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llawrence@akingump.com  
zlanier@akingump.com

*Co-Counsel to the Debtors and Debtors in Possession*

**Schedule 1**

**Schedule of Assumed Executory Contracts and Unexpired Leases and Proposed Cure  
Amounts**

<b>Name of Debtor</b>	<b>Name of Counterparty</b>	<b>Description of Executory Contract or Unexpired Lease</b>	<b>Cure Amount</b>
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