

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF SUNGARD AVAILABILITY
SERVICES (CANADA) LTD./SUNGARD, SERVICES DE
CONTINUITE DES AFFAIRES (CANADA) LTEE

APPLICATION OF SUNGARD AVAILABILITY SERVICES
(CANADA) LTD./SUNGARD, SERVICES DE CONTINUITE
DES AFFAIRES (CANADA) LTEE UNDER SECTION 46 OF
THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED

MOTION RECORD

(Recognition of Foreign Orders)
(Returnable August 18, 2022)

August 11, 2022

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TO: THE SERVICE LIST

ONTARIO
SUPERIOR COURT OF JUSTICE
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**ONTARIO
SUPERIOR COURT OF JUSTICE
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1985, c. C-36, AS AMENDED

**NOTICE OF MOTION
(Recognition of Foreign Orders)
(Returnable August 18, 2022)**

Digital Toronto Nominee, Inc. ("**Digital Realty**") will make a motion to a judge on August 18, 2022, at 2:00 p.m. Toronto time, or as soon after that time as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard by video conference.

THE MOTION IS FOR:

- (a) an order recognizing and enforcing in Canada an order on Digital Realty's emergency motion for limited relief from the automatic stay (the "**Lift Stay Order**"), if granted by the United States Bankruptcy Court for the Southern District of Texas (the "**U.S. Bankruptcy Court**") in the case (the "**Chapter 11 Case**") under Chapter 11 of title 11 of the United States Code (the "**U.S. Bankruptcy Code**") commenced by Sungard Availability Services (Canada) Ltd./Sungard,

Services de Continuité des Affaires (Canada) Ltée (“**Sungard AS Canada**”), among other debtors (collectively, the “**Debtors**”);

- (b) an order lifting the stays of proceedings and remedies against Sungard AS Canada provided in the initial recognition order (foreign main proceeding) and supplemental order (foreign main proceeding) (together, the “**Recognition Orders**”) made in these proceedings (together, the “**Canadian Stay**”), such that Digital Realty can serve Sungard AS Canada with a notice of default under the Lease (defined below) and make a claim under the Lease Bond (defined below);
- (c) an order abridging the time for service and filing of this notice of motion and the motion record and dispensing with service thereof on any interested party other than those served within these proceedings; and
- (d) such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THIS MOTION ARE:

Digital Realty

- (a) Digital Realty’s ultimate parent company, Digital Realty Trust, Inc., is a real estate investment trust that invests in data centers, several of which are leased to the Debtors;
- (b) Digital Realty owns certain property municipally known as 371 Gough Road, Markham, Ontario (the “**Markham Property**”);

The Lease

- (c) Digital Realty leases, as landlord, to Sungard AS Canada, as tenant, premises in the Markham Property pursuant to a turn key flex datacenter lease dated May 30, 2013 (the **Lease**”);
- (d) to secure Sungard AS Canada’s performance under the Lease, the Lease requires Sungard AS Canada to provide to Digital Realty an irrevocable, upon demand, letter of credit payable to Digital Realty in the amount of \$922,389.75 (the “**Letter of Credit**”);
- (e) through the course of dealing between Digital Realty and Sungard AS Canada, the Letter of Credit was substituted for and replaced with a surety bond executed by Sungard AS Canada, as principal, and ACE INA Insurance (now Chubb Insurance Company of Canada) (“**Chubb**”), as surety, in favour of Digital Realty, as obligee, in the amount of \$922,389.75 dated April 29, 2015 (the “**Lease Bond**”);
- (f) the Lease requires the Debtor to renew or replace the Lease Bond no later than 60 days prior to the Lease Bond’s stated expiration, with each renewal period being for at least one year from the date on which the renewal becomes effective;

Sungard AS Canada’s Insolvency Proceedings

- (g) on April 11, 2022, Sungard AS Canada commenced the Chapter 11 Case before the U.S. Bankruptcy Court and brought an application before this Court for, among other relief, the Recognition Orders;

- (h) the commencement of the Chapter 11 Case gave rise to an automatic stay of proceedings against Sungard AS Canada pursuant to the U.S. Bankruptcy Code, (the “**U.S. Stay**”);
- (i) pending a hearing scheduled for April 14, 2022, this court made an interim order supplementing the U.S. Stay with a stay of proceedings and remedies against Sungard AS Canada (the “**Interim Canadian Stay**”);
- (j) on April 14, 2022, this Court made the Recognition Orders;
- (k) the Recognition Orders provided for the Canadian Stay, which Canadian Stay replaced the Interim Canadian Stay;

Sungard AS Canada Defaulted under the Lease

- (l) as described above, the Lease requires Sungard AS Canada to renew or replace the Lease Bond no later than 60 days prior to its stated expiration, with each renewal period being for at least one year from the date on which the renewal becomes effective (the “**Renewal Covenant**”);
- (m) the Renewal Covenant is a material provision of the Lease, without which Digital Realty would not have entered into the Lease on its terms;
- (n) failure to satisfy the Renewal Covenant is an event of default under the Lease entitling Digital Realty to claim on the Lease Bond;
- (o) the Lease Bond was extended periodically between 2015 and 2022;

- (p) pursuant to the Renewal Covenant, the Lease Bond was due to be renewed for at least a one year period on or before March 31, 2022, the date that was 60 days prior to the Lease Bond's then-stated expiry date of May 30, 2022;
- (q) the Lease Bond was not renewed on or before March 31, 2022 in accordance with the Renewal Covenant;
- (r) pursuant to an order of the U.S. Bankruptcy Court, Sungard AS Canada is authorized to renew the Lease Bond;
- (s) since Sungard AS Canada commenced the Chapter 11 Case, the Lease Bond was renewed on a short term basis pursuant to continuation certificates dated May 13, 2022, May 26, 2022 and June 3, 2022, with the last certificate extending the Lease Bond to August 31, 2022—none of these renewals satisfied the Renewal Covenant;
- (t) Digital Realty, Sungard AS Canada and Chubb have engaged in discussions concerning potential terms and conditions upon which the Lease Bond might be further renewed but, as at the date of this notice of motion, no further renewal or extension of the Lease Bond term has been obtained;
- (u) Sungard has failed to extend the Lease Bond in compliance with the Renewal Covenant and, consequently, is in default under the Lease;
- (v) Digital Realty desires to serve Sungard AS Canada with a notice of default under the Lease and make a claim on the Lease Bond;

Digital Realty's U.S. Motions and the U.S. Orders

- (w) with the goal of allowing Digital Realty to serve Sungard AS Canada with a notice of default under the Lease and to make a claim on the Lease Bond, Digital Realty brought motions before the U.S. Bankruptcy Court for a sealing order (the “**Sealing Order**”) and the Lift Stay Order;
- (x) the Sealing Order, which was entered by the U.S. Bankruptcy Court on July 29, 2022, was sought because the Lease, which is filed with the U.S. Bankruptcy Court as evidence in support of the motion for the Lift Stay Order, provides that it is to be kept confidential and also contains sensitive commercial information, which, if disclosed publicly, could seriously harm Digital Realty;
- (y) the Lift Stay Order, if granted, will lift the U.S. Stay on a limited basis to authorize Digital Realty to serve Sungard AS Canada with a notice of default under the Lease and to make a claim on the Lease Bond;

The Need for the Relief in Canada

- (z) in order to fulfill the purpose of the Lift Stay Order (*i.e.*, to allow Digital Realty to serve Sungard AS Canada with a notice of default under the Lease and to make a claim on the Lease Bond), Digital Realty requires an order or orders from this Court:
 - (i) recognizing and enforcing in Canada the Lift Stay Order; and

- (ii) lifting the Canadian Stay, such that Digital Realty can serve Sungard AS Canada with a notice of default under the Lease and make a claim under the Lease Bond;
- (aa) without such relief, Digital Realty risks losing the benefit of the Lease Bond and suffering prejudice of up to \$922,389.75 (*i.e.*, the full penalty amount of the Lease Bond);

Other Grounds

- (bb) the provisions of the CCAA, including Part IV thereof;
- (cc) the provisions of the Rules of Procedure, R.R.O. 1990, Reg. 194, including rules 1.04, 1.05, 2.03 and 3.02 and Rules 16 and 37 thereof; and
- (dd) such further and other grounds as the lawyers may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of this motion:

- (a) the motion record dated August 11, 2022, including the affidavit of James Zografos sworn August 11, 2022 and the affidavit of Mitchell Stephenson sworn August 11, 2022, filed;
- (b) the supplementary affidavit of Mitchell Stephenson, to be filed; and

- (c) such further and other evidence as the lawyers may advise and this Honourable Court may permit.

August 11, 2022

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TO: THE SERVICE LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF SUNGARD AVAILABILITY SERVICES (CANADA) LTD./SUNGARD, SERVICES DE CONTINUITE DES AFFAIRES (CANADA) LTEE

APPLICATION OF SUNGARD AVAILABILITY SERVICES (CANADA) LTD./SUNGARD, SERVICES DE CONTINUITE DES AFFAIRES (CANADA) LTEE UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

ONTARIO
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PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION

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**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE)	THURSDAY, THE 18 TH
JUSTICE OSBORNE)	DAY OF AUGUST, 2022

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

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SERVICES (CANADA) LTD./SUNGARD, SERVICES DE
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**ORDER
(Recognition of Foreign Orders and Lifting the Stay of Proceedings)**

THIS MOTION, made by Digital Toronto Nominee, Inc. ("**Digital Realty**") for an order substantially in the form enclosed in the motion record, was heard this day by video conference.

ON READING the notice of motion, the affidavit of James Zografos sworn August 11, 2022 (the "**Zografos Affidavit**") and the affidavit of Mitchell Stephenson sworn August 11, 2022, each filed, and upon hearing the submissions of the counsel for the Digital Realty, counsel for Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuité des Affaires (Canada) Ltée ("**Sungard AS Canada**"), counsel for Alvarez & Marsal Canada Inc., in its capacity as court-appointed information officer in respect of these proceedings, and such other counsel that

appeared on the motion, no one else appearing although duly served as appears from the affidavits of service of Raajan Aery sworn August 11, 2022 and August [●], 2022, each filed:

SERVICE

1. THIS COURT ORDERS that the time for service of the notice of motion and the motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

RECOGNITION OF FOREIGN ORDERS

2. THIS COURT ORDERS that the order on Digital Realty's emergency motion for limited relief from the automatic stay granted on August [●], 2022 (the "**Lift Stay Order**") by the United States Bankruptcy Court for the Southern District of Texas in the case under Chapter 11 of title 11 of the United States Code commenced by Sungard AS Canada, among other debtors, is hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA. A copy of the Lift Stay Order entered by the U.S. Bankruptcy Court is attached hereto as **Schedule "A"**.

LIFTING STAY OF PROCEEDINGS

3. THIS COURT ORDERS that the stays of proceedings against Sungard AS Canada provided for in paragraph 4 of the initial recognition order (foreign main proceeding) of the Honourable Justice Conway made April 14, 2022 (the "**Initial Recognition Order**") and paragraphs 6 and 7 of the supplemental order (foreign main proceeding) of the Honourable Justice Conway made April 14, 2022 (the "**Supplemental Order**") in the within proceedings are hereby lifted solely to authorize Digital Realty to serve Sungard AS Canada with a notice of default under the turn key flex datacenter lease between Digital Realty, as landlord, and Sungard AS Canada, as

tenant, for premises located at the property municipally known as 371 Gough Road, Markham, Ontario dated May 30, 2013 and to make a claim on the Lease Bond. For the avoidance of doubt, the Initial Recognition Order and the Supplemental Order shall be otherwise unaffected by this Order and continue to stay all other actions in accordance with their terms.

GENERAL

4. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States of America to give effect to this order and to assist Digital Realty in carrying out the terms of this order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to Digital Realty as may be necessary or desirable to give effect to this order, or to assist Digital Realty in carrying out the terms of this order.

5. THIS COURT ORDERS that Digital Realty shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this order and for assistance in carrying out the terms of this order.

6. THIS COURT ORDERS AND DECLARES that this order shall be effective as of 12:01 AM on the date of this order.

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**AFFIDAVIT OF JAMES ZOGRAFOS
(Sworn August 11, 2022)**

I, James Zografos, of the City of Boston, in the State of Massachusetts, MAKE OATH
AND SAY:

1. I am the Vice President – Portfolio Management Group of Digital Realty Trust, Inc., the ultimate parent company of Digital Toronto Nominee, Inc. (“**Digital Realty**”). I have served in this position since March 2022 (but have been a member of Digital Realty’s Portfolio Management Group since 2010).

2. As a result of serving in these capacities, my review of public and non-public documents and my discussions with other senior executives, I am generally familiar with the Digital Realty’s businesses, financial condition, day-to-day operations and books and records, and, as such, have knowledge of the matters contained in this affidavit. Where I do not possess such personal knowledge, I have stated the source of my information and, in all such cases, believe the

information to be true. In preparing this affidavit, I have consulted with legal, financial and other advisors to Digital Realty, and other members of the senior management of Digital Realty.

3. I swear this affidavit in support of the motion filed by Digital Realty in respect of the case (the “**Chapter 11 Case**”) under Chapter 11 of title 11 of the United States Code (the “**U.S. Bankruptcy Code**”) commenced by Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuité des Affaires (Canada) Ltée (“**Sungard AS Canada**”), among other debtors (collectively, the “**Debtors**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**U.S. Bankruptcy Court**”) for certain relief pursuant to Part IV of the *Companies’ Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the “**CCAA**”), including:

- (a) an order recognizing and giving full force and effect in Canada to order on Digital Realty’s emergency motion for limited relief from the automatic stay (the “**Lift Stay Order**”), which Digital Realty and Digital Realty Trust L.P. intend to seek from the U.S. Bankruptcy Court on or before August 15, 2022;
- (b) an order lifting the stays of proceedings and remedies against Sungard AS Canada provided in the initial recognition order (foreign main proceeding) and supplemental order (foreign main proceeding) (together, the “**Recognition Orders**”) made in these proceedings (together, the “**Canadian Stay**”), such that Digital Realty can serve Sungard AS Canada with a notice of default under the Lease (defined below) and make a claim under the Lease Bond (defined below); and
- (c) other related relief.

4. Digital Realty and Digital Realty Trust L.P.'s motion in respect of the Lift Stay Order are attached as Exhibit "A" to the affidavit of Mitchell Stephenson sworn August 11, 2022.

5. As mentioned above, the motion in respect of the Lift Stay Order is scheduled to be heard by the U.S. Bankruptcy Court on or before August 15, 2022. An entered copy of the Lift Stay Order, if granted, and a blackline showing any changes from the proposed form of the Lift Stay Order will be provided to this Court in a supplemental affidavit before the hearing of Digital Realty's motion before this Court.

6. Further background on these proceedings is available on the Information Officer's website at <https://www.alvarezandmarsal.com/SungardASCanada>. Copies of documents filed in the U.S. Bankruptcy Court in connection with the Chapter 11 Case can be found on the Debtors' case website administered by Kroll Inc., the Debtors' claims and noticing agent, at <https://cases.ra.kroll.com/SungardAS/>.

Digital Realty

7. Digital Realty's ultimate parent company, Digital Realty Trust, Inc., is a real estate investment trust that invests in data centers, several of which are leased to the Debtors.

8. Digital Realty owns certain property municipally known as 371 Gough Road, Markham, Ontario (the "**Markham Property**").

The Lease

9. Digital Realty leases, as landlord, to Sungard AS Canada, as tenant, premises in the Markham Property pursuant to a turn key flex datacenter lease dated May 30, 2013 (the "**Lease**").

10. To secure Sungard AS Canada's performance under the Lease, the Lease requires Sungard AS Canada to provide to Digital Realty an irrevocable, upon demand, letter of credit payable to Digital Realty in the amount of \$922,389.75 (the "**Letter of Credit**").

11. Through the course of dealing between Digital Realty and Sungard AS Canada, the Letter of Credit was substituted for and replaced with a surety bond executed by Sungard AS Canada, as principal, and ACE INA Insurance (now Chubb Insurance Company of Canada) ("**Chubb**"), as surety, in favour of Digital Realty, as obligee, in the amount of \$922,389.75 dated April 29, 2015 (the "**Lease Bond**").

12. The Lease requires the Debtor to renew or replace the Lease Bond no later than 60 days prior to the Lease Bond's stated expiration, with each renewal period being for at least one year from the date on which the renewal becomes effective.

Sungard AS Canada's Insolvency Proceedings

13. On April 11, 2022, Sungard AS Canada commenced the Chapter 11 Case before the U.S. Bankruptcy Court and brought an application before this Court for, among other relief, the Recognition Orders.

14. The commencement of the Chapter 11 Case gave rise to an automatic stay of proceedings against Sungard AS Canada pursuant to the U.S. Bankruptcy Code (the "**U.S. Stay**").

15. Pending a hearing scheduled for April 14, 2022, this court made an interim order supplementing the U.S. Stay with a stay of proceedings and remedies against Sungard AS Canada (the "**Interim Canadian Stay**").

16. On April 14, 2022, this Court made the Recognition Orders.

17. The Recognition Orders provided for the Canadian Stay, which Canadian Stay replaced the Interim Canadian Stay.

Sungard AS Canada Defaulted under the Lease

18. As described above, the Lease requires Sungard AS Canada to renew or replace the Lease Bond no later than 60 days prior to its stated expiration, with each renewal period being for at least one year from the date on which the renewal becomes effective (the “**Renewal Covenant**”).

19. The Renewal Covenant is a material provision of the Lease, without which Digital Realty would not have entered into the Lease on its terms.

20. Failure to satisfy the Renewal Covenant is an event of default under the Lease entitling Digital Realty to claim on the Lease Bond.

21. The Lease Bond was extended periodically between 2015 and 2022.

22. Pursuant to the Renewal Covenant, the Lease Bond was due to be renewed for at least a one year period on or before March 31, 2022, the date that was 60 days prior to the Lease Bond’s then-stated expiry date of May 30, 2022.

23. The Lease Bond was not renewed on or before March 31, 2022 in accordance with the Renewal Covenant.

24. Pursuant to an order of the U.S. Bankruptcy Court, Sungard AS Canada is authorized to renew the Lease Bond.

25. Since Sungard AS Canada commenced the Chapter 11 Case, the Lease Bond was renewed on a short term basis pursuant to continuation certificates dated May 13, 2022, May 26, 2022 and June 3, 2022, with the last certificate extending the Lease Bond to August 31, 2022—none of these renewals satisfied the Renewal Covenant.

26. Digital Realty, Sungard AS Canada and Chubb have engaged in discussions concerning potential terms and conditions upon which the Lease Bond might be further renewed but, as at the date of this notice of motion, no further renewal or extension of the Lease Bond term has been obtained.

27. Sungard has failed to extend the Lease Bond in compliance with the Renewal Covenant and, consequently, is in default under the Lease.

28. Digital Realty desires to serve Sungard AS Canada with a notice of default under the Lease and make a claim on the Lease Bond.

Digital Realty's U.S. Motions and the U.S. Orders

29. With the goal of allowing Digital Realty to serve Sungard AS Canada with a notice of default under the Lease and to make a claim on the Lease Bond, Digital Realty brought motions before the U.S. Bankruptcy Court for a sealing order (the “**Sealing Order**”) and the Lift Stay Order.

30. The Sealing Order, which was entered by the U.S. Bankruptcy Court on July 29, 2022, was sought because the Lease, which is filed with the U.S. Bankruptcy Court as evidence in support of the motion for the Lift Stay Order, provides that it is to be kept confidential and also contains sensitive commercial information, which, if disclosed publicly, could seriously harm Digital Realty.

31. The Lift Stay Order, if granted, will lift the U.S. Stay on a limited basis to authorize Digital Realty to serve Sungard AS Canada with a notice of default under the Lease and to make a claim on the Lease Bond.

The Need for the Relief in Canada

32. In order to fulfill the purpose of the Lift Stay Order (*i.e.*, to allow Digital Realty to serve Sungard AS Canada with a notice of default under the Lease and to make a claim on the Lease Bond), Digital Realty requires an order or orders from this Court:

- (a) recognizing and enforcing in Canada the Lift Stay Order; and
- (b) lifting the Canadian Stay, such that Digital Realty can serve Sungard AS Canada with a notice of default under the Lease and make a claim under the Lease Bond.

33. Without such relief, Digital Realty risks losing the benefit of the Lease Bond and suffering prejudice of up to \$922,389.75 (*i.e.*, the full penalty amount of the Lease Bond).

34. As described above, recognition of the U.S. Orders and lifting the Canadian Stay will allow Digital Realty to make a claim on the Lease Bond and to preserve Digital Realty's entitlement to the benefit of the Lease Bond.

35. This affidavit is sworn in support of Digital Realty's motion for the recognition of the U.S. Orders and lifting the Canadian Stay.

SWORN by James Zografos of the City of Boston, in the State of Massachusetts, in the United States of America, before me at the City of Toronto, in the Province of Ontario, on August 11, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Daniel Richer

6A252F5066B84F8...

DANIEL RICHER

Commissioner for Taking Affidavits

DocuSigned by:

James Zografos

BDF043C3EBDA46F...

JAMES ZOGRAFOS

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ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF JAMES ZOGRAFOS
(Sworn August 11, 2022)

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**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF SUNGARD AVAILABILITY
SERVICES (CANADA) LTD./SUNGARD, SERVICES DE
CONTINUITE DES AFFAIRES (CANADA) LTEE

APPLICATION OF SUNGARD AVAILABILITY SERVICES
(CANADA) LTD./SUNGARD, SERVICES DE CONTINUITE
DES AFFAIRES (CANADA) LTEE UNDER SECTION 46 OF
THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED


**AFFIDAVIT OF MITCHELL STEPHENSON
(Sworn August 11, 2022)**

I, Mitchell Stephenson, of the City of Toronto, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am an associate lawyer at the law firm of Fasken Martineau DuMoulin LLP, counsel to Digital Toronto Nominee, Inc. ("**Digital Realty**"). As such, I have personal knowledge of the matters described in this affidavit, except where such matters are based upon information and belief, in which case I have stated the source of that information and believe it to be true.
2. I swear this affidavit in support of the motion of Digital Realty for relief pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.
3. Capitalized terms not defined herein have the meanings given to them in the affidavit of James Zografos, sworn August 11, 2022.

4. I am advised by Bryan T. Glover of Steel Rives LLP, U.S. counsel to Digital Realty and Digital Realty Trust, Inc., the ultimate parent company of Digital Realty, that on July 27, 2022, Digital Realty filed a motion for the entry of an order on Digital Realty's emergency motion for limited relief from the automatic stay. A copy of this motion is attached as **Exhibit "A"**.

SWORN BY MITCHELL STEPHENSON
of the City of Toronto, in the Province of
Ontario, before me at the City of Toronto, in
the Province of Ontario, on August 11, 2022
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely.

DocuSigned by:

2A8F12D4C051474...


RAAJAN AERY
Commissioner for Taking Affidavits

DocuSigned by:

8A8E4EEF09DE34D5

MITCHELL STEPHENSON

This is Exhibit “A” referred to in the Affidavit of Mitchell Stephenson sworn by Mitchell Stephenson at the City of Toronto, in the Province of Ontario, before me on August 11, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

2A8F12D4C051474...

Commissioner for Taking Affidavits (or as may be)

RAAJAN AERY

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

In re:

SUNGARD AS NEW HOLDINGS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 22-90018 (DRJ)

(Jointly Administered)

**DIGITAL REALTY'S EMERGENCY MOTION FOR
LIMITED RELIEF FROM THE AUTOMATIC STAY**

Emergency relief has been requested. Relief is requested not later than 5:00 p.m. (Central Time) on August 15, 2022.

If you object to the relief requested or if you believe that the emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.²

Digital Realty Trust, L.P. ("**Digital Realty Trust**") and Digital Toronto Nominee, Inc. ("**Digital Toronto**" and together with Digital Realty Trust, "**Digital Realty**"), move the Court for an order granting relief from the automatic stay under section 362(d) of title 11 of the United States Code (the "**Bankruptcy Code**"), Rule 4001(a)(1) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and the local rules and procedures of this Court. In support of this

¹ 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.

² The text herein has been used in lieu of the text prescribed by the Bankruptcy Local Rules for the Southern District of Texas pursuant to the Court's directions in Paragraph 18 of the Procedures for Complex Cases in the Southern District of Texas.

Motion, Digital Realty submits the contemporaneously filed *Declaration of James Zografos in Support of Digital Realty's Emergency Motion for Limited Relief from Stay* and *Digital Realty's Emergency Motion to Seal* (the “**Zografos Declaration**”) and *Declaration of Bryan T. Glover in Support of Digital Realty's Emergency Motion for Limited Relief from Stay* (the “**Glover Declaration**”) and respectfully states as follows:

I. INTRODUCTION

In accordance with section 362(d)(1) of the Bankruptcy Code and Fed. R. Bankr. P. 4001(a), Digital Realty requests limited relief from the automatic stay so that Digital Realty may take actions necessary to submit a claim to Chubb Insurance Company of Canada (“**Chubb**”) under the Lease Bond (as defined below).

II. JURISDICTION AND VENUE

This Court has jurisdiction over the subject matter, the parties, and this Motion pursuant to sections 157 and 1334 of title 28 of the United States Code (the “**Judicial Code**”). Venue is proper pursuant to sections 1408 and 1409 of title 28 of the Judicial Code.

III. FACTUAL BACKGROUND

1. On April 11, 2022 (the “**Petition Date**”), the above-captioned debtors filed for bankruptcy protection under chapter 11 of the Bankruptcy Code. On April 11, 2022, an order granting joint administration of the Debtors’ estates was entered by this Court. *See* Dkt. No. 27.

2. Digital Toronto, as landlord, and Debtor Sungard Availability Services (Canada) Ltd. (“**SAS Canada**” or the “**Debtor**”), as tenant, are parties to that certain Turn Key Flex Datacenter Lease dated May 30, 2013 (as amended from time to time, the “**Lease**”). *See* Zografos Decl. ¶ 4.

3. The Lease sets forth the terms and conditions under which the Debtor holds a leasehold interest in premises located in or near Toronto, Ontario, Canada. *Id.* ¶ 5.

4. To secure the Debtor’s performance under the Lease, the Lease requires the Debtor to provide to Digital Toronto an irrevocable, upon demand, letter of credit payable to Digital Toronto in the amount of \$922,389.75 (the “**Security Obligation**”). *Id.* ¶ 6; *see also id.*, Ex. A at 20–21, 68 (Lease, Basic Lease Information § 10, Ex. G § A).

5. The Lease requires the Debtor to maintain the Security Obligation until the date which is sixty (60) days after performance of all of the Debtor’s obligations under the Lease. *Id.* ¶ 7; *see also id.*, Ex. A at 68 (Lease, Ex. G § B).

6. The Debtor’s promise to maintain the Security Obligation is a material provision of the Lease, without which Digital Realty would not have entered into the Lease on its terms. *Id.* ¶ 7.

7. Through the course of dealing between Digital Toronto and the Debtor, a surety bond in the amount of \$922,389.75, with Debtor as principal, Chubb as surety, and Digital Toronto as obligee (the “**Lease Bond**”) currently serves as a substitute and replacement for the Security Obligation. *See id.* ¶¶ 4, 8.

8. The Lease requires the Debtor to renew or replace the Lease Bond no later than sixty (60) days prior to its stated expiration, with each renewal period being for at least one year from the date on which the renewal goes effective. *Id.* ¶ 9; *see also id.*, Ex. A at 68 (Lease, Ex. G § B).

9. Pursuant to the *Order (I) Authorizing Debtors to (A) Continue Insurance Coverage Entered into Prepetition and Satisfy Prepetition Obligations Related Thereto and (B) Renew, Amend, Supplement, Extend or Purchase Insurance Policies and (II) Granting Related Relief*

entered on or about April 12, 2022 [Dkt. No. 61], the Court has granted the Debtor the authority to renew the Lease Bond to keep it in place.

10. The Lease Bond has been extended periodically between 2015 and 2022. *See* Zografos Decl., ¶ 12. Pursuant to continuation certificates dated May 13, 2022; May 26, 2022; and June 3, 2022, the term of the Lease Bond was last extended from May 30, 2022 to August 31, 2022. *See id.*, Ex. C at 4; Glover Decl. ¶ 4.

11. As a result, the Lease Bond is currently set to expire on August 31, 2022. *See* Zografos Decl. ¶ 13; Glover Decl. ¶ 5.

12. The parties have continued to engage in discussions concerning potential terms and conditions under which the Lease Bond could be further renewed, but as of the date of the filing of this Motion, no further extension of the Lease Bond term has been obtained. *See* Glover Decl. ¶ 6.

13. The Debtor's failure to timely renew or to otherwise keep the Lease Bond in place constitutes an Event of Default under the Lease. Zografos Decl. ¶ 10; *see also id.*, Ex. A at 69 (Lease, Ex. G § F).

14. Additionally, the Lease provides that an Event of Default occurs if Debtor "becomes insolvent or commits an act of bankruptcy or becomes bankrupt[.]" *See id.*, Ex. A at 38 (Lease § 15.1.3).

15. Under the Lease, upon the occurrence of an Event of Default, Digital Toronto may, among other remedies, make a claim against the Lease Bond. *Id.* ¶ 11; *see also id.*, Ex. A at 68 (Lease, Ex. G § C).

16. Provisions in Exhibit G of the Lease arguably provide that no notice to the Debtor or opportunity to cure is required before pursuing a claim on the Lease Bond. *See id.*, Ex. A at 68

(Lease, Ex. G § B) (“If Tenant fails to provide the renewal or replacement [Security Obligation] not later than sixty (60) days prior to the then-applicable, stated expiration date . . . such failure shall be a default by Tenant, and Landlord shall have the right, without notice or demand, on one or more occasions, to draw upon all or any part of the remaining proceeds of the [Security Obligation].”); *see also id.* at 69 (Lease, Ex. G § F).

17. However, when Exhibit G and other provisions of the Lease are read in conjunction, it is unclear whether Digital Realty is required to provide notice to the Debtor and a seven (7) day opportunity to cure before Digital Realty may declare an Event of Default under the Lease and pursue a claim against the Lease Bond. *See id.*, Ex. A at 37, 69 (Lease § 15.1.1, Ex. G § F).

18. Specifically, the Lease provides that the failure to renew the Security Obligation “shall constitute an Event of Default by Tenant under Section 15.1.1 of the Lease” and Section 15.1.1 expressly requires Digital Realty to provide the Debtor with a seven (7) day notice and opportunity to cure period before an Event of Default may occur under the Lease and remedies may be exercised. *See id.*

19. Consequently, out of an abundance of caution, Digital Realty is filing this Motion.

IV. REQUEST FOR RELIEF

20. Digital Realty wishes to submit a claim against the Lease Bond prior to its expiration and is concerned that unless it is given limited relief from the automatic stay so that it may formally declare Events of Default under the Lease, it will lose its opportunity to make a claim against the Lease Bond.³

³ Nothing herein shall be deemed to be an admission by Digital Realty that providing the Debtor with notice of default and opportunity to cure is a contractual prerequisite to making a claim against the Lease Bond.

21. Consequently, Digital Realty seeks relief from the automatic stay so that it may (a) send the Debtor a notice of default and opportunity to cure pursuant to Section 15.1.1 of the Lease and (b) submit a claim to Chubb under the Lease Bond.

22. Preventing Digital Realty from making a claim on the Lease Bond prior to its expiration would unfairly alter the status quo by depriving Digital Realty of its bargained for Security Obligation and provide an inappropriate windfall to Chubb that would not be available if the Debtor was not subject to the automatic stay.

23. Digital Realty is not at this time seeking modification of the automatic stay to allow Digital Realty to collect against property of the Debtors' bankruptcy estates, to terminate the Lease, or to pursue any pre-petition claim against the Debtor. Instead, Digital Realty seeks limited relief from the automatic stay so that it may send a seven (7) day notice and opportunity to cure letter, as is arguably required under the Lease before Digital Realty may submit a claim against the Lease Bond.

24. Digital Realty has informed the Debtor that it intends to seek the relief requested herein.

V. LEGAL ARGUMENT

A. Notice to the Debtor Under the Lease

25. Section 362(d)(1) of the Bankruptcy Code provides that “[o]n request of a party in interest and after notice and a hearing, the court shall grant relief from stay provided under subsection (a) of this section, such as by terminating, annulling, modifying or conditioning such stay—(1) for cause, including adequate protection of an interest in property of such party in interest.”

26. The Bankruptcy Code does not define “cause,” “leaving courts to consider whether cause exists on a case-by-case basis.” *In re Northbelt, LLC*, 630 B.R. 228, 284 (Bankr. S.D. Tex. 2020) (citing *Reitnauer v. Tex. Exotic Feline Found. (In re Reitnauer)*, 152 F.3d 341 (5th Cir. 1998)).

27. When determining whether sufficient cause exists to lift the stay, bankruptcy courts may consider, among other factors, “whether there is a lack of connection with or interference with the bankruptcy case (e.g., a child custody action), whether prejudice to the bankruptcy estate results, and whether the unsecured creditor seeking relief intends to recover from non-estate property.” *In re Fowler*, 259 B.R. 856, 858 (Bankr. E.D. Tex. 2001).

28. Digital Realty has no certainty that the Lease Bond term will be further extended, and Digital Realty is concerned that unless it submits a claim against the Lease Bond prior to its expiration, Digital Realty will be prejudiced and will lose its rights under the Lease Bond.

29. Accordingly, out of an abundance of caution and notwithstanding Digital Realty’s belief that notice to the Debtor is not required before submitting a claim against the Lease Bond, Digital Realty respectfully requests the entry of an order modifying the automatic stay to allow Digital Realty to submit formal notice of default to the Debtor as contemplated by Section 15.1.1 of the Lease for the limited purpose of satisfying the prerequisites potentially required for Digital Toronto to submit a claim to Chubb under the Lease Bond.

B. Claim Against the Lease Bond

30. Many courts have held that surety bonds are not property of the bankruptcy estate. *See e.g., In re Hallmark Builders, Inc.*, 205 B.R. 974, 976 (Bankr. M.D. Fla. 1996) (“The bond is essentially a third-party beneficiary contract to protect certain specified classes of people who are harmed in a specified way in dealing with the dealer. A surety bond is not property of the estate.”);

see also *Bonjour, Gough & Stone v. Pac. Emps. Ins. Co. (In re Buna Painting & Drywall Co., Inc.)*, 503 F.2d 618, 619 (9th Cir. 1974); *Big Idea Liquidating Creditor Tr. v. Safeco Ins. Co. of Am. (In re Big Idea Prods.)*, 372 B.R. 388, 398–99 (Bankr. N.D. Ill. 2007); *McLean Trucking Co. v. Dep’t of Indus. Rels. (In re McLean Trucking Co.)*, 74 B.R. 820, 826 (Bankr. W.D.N.C. 1987).

31. Additionally, as a matter of law, the automatic stay does not apply to creditor actions against non-debtor third parties, except where “there is such identity between the debtor and the third-party defendant that the debtor may be said to be the real party defendant and that a judgment against the third-party defendant will in effect be a judgment or finding against the debtor.” *Reliant Energy Servs. v. Enron Can. Corp.*, 349 F.3d 816, 825 (5th Cir. 2003) (quoting *A.H. Robins Co. v. Piccinin*, 788 F.2d 994, 999 (4th Cir. 1986)).

32. Specifically, the Fifth Circuit has refused to extend this exception to third party security obligors such as banks obligated under letters of credit and supersedeas bond sureties. See *Edwards v. Armstrong World Indus.*, 6 F.3d 312, 316–17 (5th Cir. 1995) (applying the *Robins* test in declining to extend the automatic stay to a surety under a supersedeas bond while analogizing to holdings declining to extend the automatic stay to holders of letters of credit), *rev’d on other grounds sub nom. Celotex Corp. v. Edwards*, 514 U.S. 300 (1995).

33. Moreover, certain courts have, in the past, entered orders under section 105(a) of the Bankruptcy Code extending the automatic stay to apply to actions against third parties or to actions against bonds. See e.g., *Celotex Corp.*, 514 U.S. at 310–11 (reciting cases in which such section 105(a) orders have been entered).

34. In this case, this Court has not entered any such order that extends the automatic stay to third parties or to non-estate property. Indeed, this Court’s *Order (I) Restating and Enforcing the Worldwide Automatic Stay, Anti-Discrimination Provisions, and Ipso Facto*

Protections of the Bankruptcy Code, (II) Approving the Form and Manner of Notice, and (III) Granting Related Relief [Dkt. No. 65] does not extend the automatic stay to any non-debtor third parties and does not extend the automatic stay to any non-estate property. *See* Dkt. No. 65 ¶ 4. Instead, it expressly states that “nothing in this Order expands, enlarges, or limits the rights afforded to any party under the Bankruptcy Code.” *Id.*

35. Notwithstanding the above, in an abundance of caution, Digital Realty respectfully requests the entry of an order declaring that Digital Realty is not prohibited by the automatic stay from submitting a claim to Chubb under the Lease Bond.

VI. EMERGENCY CONSIDERATION

36. Digital Realty requests emergency consideration of this Motion pursuant to the Court’s Bankruptcy Local Rule 9013-1(i) and Paragraph 17 of this Court’s Procedures for Complex Cases to allow, following a ruling on this Motion, Digital Realty to send a seven (7) day notice of default and opportunity to cure letter to the Debtor in sufficient time to allow submission of a claim against the Lease Bond after the cure period expires but prior to the Lease Bond’s stated expiration date of August 31, 2022.

37. Because the property that is the subject of the Lease is located in Canada, Digital Realty will also need additional time to obtain the necessary recognition of any order this Court may enter in Canada.⁴ Because Digital Realty will need to obtain recognition of this Court’s order prior to proceeding with making a claim against the Lease Bond, the urgent nature of the relief requested herein is heightened, as Digital Realty needs relief sufficiently in advance of the Lease Bond’s stated August 31, 2022 expiration date to (a) request and receive recognition of this Court’s

⁴ On or around April 11, 2022, SAS Canada commenced recognition proceedings under the Companies’ Creditors Arrangement Act (the “CCAA”) in the Ontario Superior Court of Justice (Commercial List) in Toronto, Ontario, Canada (the “**Canadian Court**”). Since then, the Canadian Court has entered orders on several occasions directing that this Court’s orders be recognized and given full force and effect in all provinces and territories of Canada.

order from the Canadian Court, (b) send a notice of default and allow the seven (7) day cure period to run, and (c) submit a timely claim against the Lease Bond.

38. Digital Realty has engaged with the Debtor in good faith to obtain extensions of the Lease Bond term, but Digital Realty must act quickly to preserve its rights before the current Lease Bond term expires. *See* Glover Decl. ¶ 6. Accordingly, shortening notice of this Motion to allow Digital Realty sufficient time to avoid forfeiting the Security Obligation is warranted under the circumstances.

VII. WAIVER OF BANKRUPTCY RULE 4001(a)(3) STAY

39. Because of the urgent nature of the relief requested, Digital Realty also respectfully requests that the Court waive the fourteen (14) day stay provided for under Bankruptcy Rule 4001(a)(3) and that any order granting this Motion be effective immediately upon entry.

VIII. CONCLUSION

For the foregoing reasons, Digital Realty respectfully requests the Court to modify the automatic stay for cause to allow Digital Realty to (a) send a notice of default and opportunity to cure letter to the Debtor and (b) submit a claim to Chubb under the Lease Bond. Digital Realty

also respectfully this Court to grant Digital Realty any such other or further relief deemed just and proper.

DATED: July 27, 2022.

Respectfully submitted,

/s/ Bryan T. Glover

Bryan T. Glover, WA Bar No. 51045

(Admitted *Pro Hac Vice*)

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*Attorneys for Digital Realty Trust, and
affiliates*

CERTIFICATE OF CONFERENCE

Counsel for Digital Realty certifies that they communicated with counsel for the Debtor, namely Zach D. Lanier of Akin Gump Strauss Hauer & Feld LLP, by email on July 26, 2022, and requested that the Debtor agree that the stay be modified to allow Digital Realty to (a) send a notice of default and opportunity to cure letter to the Debtor and (b) submit a claim to Chubb under the Lease Bond. As of the filing of this Motion, the Debtor has not agreed to the relief requested in the Motion.

Additionally, counsel for Digital Realty certifies that they communicated with counsel for Chubb, namely Michael R. Morano and Gary D. Bressler of McElroy Deutsch, by email on July 25, 2022 and by voicemail on July 26, 2022 and informed counsel of Digital Realty's intent to file this Motion.

These recent communications follow prior and extensive conversations with counsel for the Debtors and counsel for Chubb regarding the relief requested in this Motion and the issues related thereto.

/s/ Bryan T. Glover

Bryan T. Glover

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

In re:

SUNGARD AS NEW HOLDINGS, LLC, *et al.*,

Debtors.

Chapter 11

Case No. 22-90018 (DRJ)

(Jointly Administered)

**ORDER ON DIGITAL REALTY’S EMERGENCY MOTION
FOR LIMITED RELIEF FROM THE AUTOMATIC STAY**

THIS MATTER having come before the Court on *Digital Realty’s Emergency Motion for Limited Relief from the Automatic Stay* [Dkt. No. ___] (the “**Motion**”),¹ the Court having reviewed the Motion, supporting declarations, and any responses thereto, and finding that proper notice of the Motion has been given, and finding that good cause exists to grant relief from the automatic stay as requested in the Motion, determines that the Motion should be granted. Therefore, it is hereby **ORDERED** as follows:

1. The Motion is **GRANTED**.
2. The automatic stay is modified to authorize Digital Realty to submit a notice of default and opportunity to cure to Debtor pursuant to Exhibit G and Section 15.1.1 of the Lease.
3. For the avoidance of uncertainty, the automatic stay does not preclude Digital Realty from submitting a claim against Chubb under the Lease Bond or the taking of any further steps necessary for seeking payment under the Lease Bond.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

4. Notwithstanding Bankruptcy Rule 4001(a)(3), the modification of the stay ordered herein shall be effective immediately upon entry of this order.

Dated: _____, 2022.
Houston, Texas

THE HONORABLE DAVID R. JONES
CHIEF UNITED STATES BANKRUPTCY JUDGE

CERTIFICATE OF SERVICE

On July 27, 2022, a copy of the foregoing document was served on all parties receiving electronic notification in the above-captioned case from the Court's CM/ECF system.

On July 27, 2022, a copy of the foregoing document was also deposited for delivery by the United States Postal Service, via First Class U.S. Mail, postage prepaid, to the parties listed on the attached mailing list, as well as by email to those parties where an email address is included.

/s/ Bryan T. Glover

Bryan T. Glover

SERVICE LIST

Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee Attn: Michael K. Robinson, CEO & President 1800 Argentina Rd. Mississauga, ON L5N 3K3 CANADA	Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee Attn: Michael K. Robinson, CEO & President 565 East Swedesford Road, Suite 320 Wayne, PA 19087
Sungard AS New Holdings, LLC Attn: Michael K. Robinson, CEO & President 565 East Swedesford Road, Suite 320 Wayne, PA 19087	Sungard AS New Holdings II, LLC Attn: Michael K. Robinson, CEO & President 565 E. Swedesford Road, Suite 320 Wayne, PA 19087
Sungard AS New Holdings III, LLC Attn: Michael K. Robinson, CEO & President 565 E. Swedesford Road, Suite 320 Wayne, PA 19087	Sungard Availability Network Solutions Inc. Attn: Michael K. Robinson, CEO & President 565 E. Swedesford Road, Suite 320 Wayne, PA 19087
Sungard Availability Services Holdings (Canada), Inc. Attn: Michael K. Robinson, CEO & President 565 E. Swedesford Road, Suite 320 Wayne, PA 19087	Sungard Availability Services Holdings (Europe), Inc. Attn: Michael K. Robinson, CEO & President 565 E. Swedesford Road, Suite 320 Wayne, PA 19087
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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF SUNGARD AVAILABILITY SERVICES (CANADA) LTD./SUNGARD, SERVICES DE CONTINUITE DES AFFAIRES (CANADA) LTEE

APPLICATION OF SUNGARD AVAILABILITY SERVICES (CANADA) LTD./SUNGARD, SERVICES DE CONTINUITE DES AFFAIRES (CANADA) LTEE UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

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(CANADA) LTD./SUNGARD, SERVICES DE CONTINUITE DES
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APPLICATION OF SUNGARD AVAILABILITY SERVICES (CANADA)
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