

**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 May 13, 2022)**

May 2, 2022

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**ONTARIO
SUPERIOR COURT OF JUSTICE
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TAB 1

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AMENDED

**NOTICE OF MOTION
(Recognition of Foreign Orders)
(Returnable May 13, 2022)**

The applicant, Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee ("**Sungard AS Canada**"), in its capacity as foreign representative (the "**Foreign Representative**") of itself, as well as the other Debtors (defined below), will make a motion to a Judge presiding over the Commercial List on May 13, 2022, at 9:30 a.m., or as soon after as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard by Zoom videoconference due to the COVID-19 crisis. Videoconference details are attached as **Schedule "A"** hereto.

THE MOTION IS FOR:

1. An order recognizing and enforcing in Canada the following orders, should they be granted by the United States Bankruptcy Court for the Southern District of Texas (the "**U.S. Bankruptcy Court**") in the cases (the "**Chapter 11 Cases**") commenced by the Debtors under Chapter 11, title 11 of the United States Code (the "**Bankruptcy Code**"):

- (a) *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to*

*Repay Certain Prepetition Secured Indebtedness, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection, (VI) Modifying the Automatic Stay, and (VII) Granting Related Relief (the “**Final DIP Order**”);*

- (b) *Order (I)(A) Approving Bidding Procedures for the Sale of The Debtors’ Assets, (B) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (C) Approving Assumption and Assignment Procedures and (D) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief (the “**Bidding Procedures Order**”);*
- (c) *Final Order (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System and Maintain Existing Bank Accounts, (B) Maintain Existing Business Forms and (C) Perform Intercompany Transactions and (II) Granting Related Relief (the “**Final Cash Management Order**”);*
- (d) *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form and Manner for Filing Proofs of Claim, Including 503(b)(9) Requests, and (IV) Approving Notice of Bar Dates (the “**Bar Date Order**”); and*
- (e) *Order Approving Procedures for De Minimis Asset Sales (the “**De Minimis Asset Sales Order**”);*

- 2. 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
- 3. Such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THIS MOTION ARE:

Background

- 4. For over 40 years, the Debtors and their non-Debtor affiliates (the “**Company**”) have established and maintained resilient and recoverable information technology environments for

myriad businesses, including financial institutions, healthcare, manufacturing, logistics, transportation, and general services. In Canada, services are provided through Sungard AS Canada. Sungard AS Canada relies entirely on the shared services and decision-makers employed by the other Debtors located in the United States.

5. On April 11, 2022 (the “**Petition Date**”), Sungard AS Canada and 11 of its US-based affiliates (collectively, the “**Debtors**”) filed voluntary petitions for relief, under the Bankruptcy Code in the U.S. Bankruptcy Court, and Sungard AS Canada commenced proceedings (the “**Canadian Proceedings**”) under the CCAA.
6. On the same date, the Court granted an interim stay of proceedings in respect of Sungard AS Canada as well as Sungard AS New Holdings III, LLC and Sungard Availability Services LP, pending the hearing by this Court of the Foreign Representative’s initial application to, among other things, recognize Sungard AS Canada’s Chapter 11 Case as a foreign main proceeding.
7. On April 12, 2022, the U.S. Bankruptcy Court entered various orders in the Chapter 11 Cases, including (a) an order authorizing Sungard AS Canada to act as the Foreign Representative of itself and the other Debtors in any proceedings in Canada; (b) an interim order to approve certain emergency funding for the Debtors (the “**Interim DIP Order**”); and (c) an interim order approving use of the Debtors’ cash management systems (the “**Interim Cash Management Order**”).
8. On April 14, 2022, the Court granted an Order, as requested by the Foreign Representative, (a) recognizing Sungard AS Canada as the Foreign Representative of itself and the other Debtors in respect of the Chapter 11 Cases; (b) recognizing the United States of America as the centre of main interests for Sungard AS Canada; and (c) recognizing Sungard AS Canada’s Chapter 11 Case as a “foreign main proceeding” (the “**Initial Recognition Order**”). On the same day, the Court granted a second Order, among other things, (a) recognizing certain orders entered by the U.S. Bankruptcy Court in the Chapter 11 Cases, including the Interim DIP Order and the Interim Cash Management Order; (b) granting the DIP Agents’ Charges and an administration charge; and (c) appointing Alvarez & Marsal Canada Inc. as information officer (the “**Information Officer**”) in the Canadian Proceedings (the “**Supplemental Order**”).

Recognition of Additional U.S. Orders

9. In order to facilitate the Chapter 11 Cases and these Canadian Proceedings, a hearing is scheduled on May 11, 2022 in the U.S. Bankruptcy Court at which time the Debtors intend to seek the orders, other than the De Minimis Asset Sales Order, described below.
10. The motion to enter the De Minimis Asset Sales Order is not currently calendared for a hearing, and the Debtors expect that the U.S. Bankruptcy Court may enter the De Minimis Asset Sales Order without a hearing on or around May 11, 2022, if the relief requested is unopposed.

(i) The Final DIP Order

11. The DIP Facilities (defined below) are intended to fund the Chapter 11 Cases, the Canadian Proceedings, and the processes contemplated by the restructuring support agreement (the “**RSA**”) entered into on April 11, 2022 among the Debtors and holders of over 80% of the term loans under the Debtors’ prepetition first and second lien term loan facilities. The DIP Facilities are in the aggregate amount of US\$359.9 million and are comprised of (a) a US\$50 million senior secured revolving credit facility (the “**ABL DIP Facility**”) and (b) a US\$285.9 million senior secured multi-draw term loan facility consisting of up to US\$95.3 million in new money loans and up to US\$190.6 million in “rolled up” prepetition obligations (the “**Term Loan DIP Facility**” and, together with the ABL DIP Facility, the “**DIP Facilities**”).
12. Relief from the U.S. Bankruptcy Court regarding the DIP Facilities is being sought by the Debtors in two stages through (a) the Interim DIP Order, which was granted by the U.S. Bankruptcy Court on April 12, 2022 and approved certain emergency funding and superpriority liens and claims in respect of the two DIP Facilities and recognized by this Court through the Supplemental Order, and (b) the Final DIP Order, which if granted would approve additional funding and protections for the applicable lenders and is scheduled for a hearing by the U.S. Bankruptcy Court on May 11, 2022.
13. The Interim DIP Order was recognized by this Court on April 14, 2022. Concurrently, this Court also granted two charges with respect to the interim financing over the property of Sungard AS Canada in Canada, one in respect of each DIP Facility (collectively, the “**DIP Agents’ Charges**”).
14. The Final DIP Order, if granted by the U.S. Bankruptcy Court, would approve on a final basis the incurrence of the full amount of the proposed funding under the DIP Facilities. Specifically, the Final DIP Order will (a) authorize the Debtors to roll up the remaining amount owing under

the pre-filing revolving credit facility; and (b) provide for US\$54.15 million in new money loans available (in addition to the US\$41.15 million in new money loans which became available upon entry of the Interim DIP Order) as well as the roll up of US\$190.6 million of pre-filing first and second lien term loan obligations held by the lenders under the Term Loan DIP Facility on a cashless 2:1 basis into loans under the Term Loan DIP Facility.

(ii) The Final Cash Management Order

15. The proposed Final Cash Management Order approves the relief previously granted by the U.S. Bankruptcy Court pursuant to the Interim Cash Management Order, on a final basis with minor amendments to appropriately address the order being final rather than interim.

(iii) The Bidding Procedures Order

16. Consistent with and as required by the RSA, the Debtors are seeking an order of the U.S. Bankruptcy Court to approve bidding procedures (the “**Bidding Procedures**”) described in greater detail within the proposed Bidding Procedures Order.
17. The Bidding Procedures will establish the ground rules for the Debtors’ sale process and were designed by the Debtors, with the assistance of their advisors and in consultation with the Required Consenting Stakeholders and ABL DIP Lenders (as such terms are defined in the RSA), to be fair and open and foster competitive bidding. When viewed in conjunction with the prepetition marketing and sale processes run by the Debtors and their advisors, the Debtors believe that this timeframe will provide sufficient opportunity for parties to submit bids for all or substantially all of the Debtors’ assets (the “**Assets**”).
18. The Bidding Procedures establish timelines for the solicitation, receipt and evaluation of third-party bids that would allow the Debtors to consummate a sale of Assets prior to the maturity date of the DIP Facilities. The Debtors believe that a defined path toward effectuating a sale or sales of the Assets will drive the sale process in an expeditious and efficient manner.

(iv) Bar Date Order

19. The proposed Bar Date Order, if granted, will authorize the Debtors to establish claims deadlines to assert and preserve for four separate types of claims as follows:
- (a) General Bar Date: The Debtors propose June 15, 2022 as the date by which all entities (other than governmental units and certain categories of claimants exempt from complying with the applicable bar dates) that wish to assert a claim against the Debtors that arose prior to the Petition Date must file a proof of claim (“**Proof**

of Claim”) in the form attached to the Bar Date Order in accordance with the procedure provided therein;

- (b) Governmental Bar Date. The Debtors propose Monday, October 10, 2022 as the deadline by which each governmental unit must file a Proof of Claim (in accordance with the provision for governmental bar dates set forth in the Bankruptcy Code);
- (c) Rejection Damages Bar Date. The Debtors propose the later of (i) the General Bar Date or the Governmental Bar Date, as applicable, and (ii) the date that is thirty days following entry of an order approving the rejection of an executory contract or lease as the deadline by which any affected entity must file a Proof of Claim based on a claim arising from such rejection; and
- (d) Amended Schedules Bar Date. In the event that the Debtors amend their schedules, the Debtors propose the later of (i) the General Bar Date or the Governmental Bar Date, as applicable, and (ii) the date that is thirty (30) days following the date on which the Debtors mail notice of such amendment as the deadline by which each entity must file a Proof of Claim based on claims affected by such amendment.

20. Details of the proposed notice procedures and exemptions from the bar dates are set out in the proposed Bar Date Order. In the interest of ensuring that all potential claimants receive adequate notice of the applicable bar dates, in addition to providing the form of bar date notice to known creditors, the proposed Bar Date Order requires the Debtors to provide notice of the bar dates through a publication notice in a national newspaper in the United States and gives the Debtors discretion to publish additional notice. The Debtors intend to publish notice in a Canadian newspaper.

21. Creditors of Sungard AS Canada are not exempt from the Bar Date Order and are required to file a Proof of Claim. Notice will be provided to all parties having filed a notice of appearance or otherwise appearing on the service list in these proceedings as of the date of the Bar Date Order. The Information Officer will also post the claims package materials to its website established for the Canadian Proceedings.

(v) De Minimis Asset Sales Order

22. The proposed De Minimis Asset Sales Order, if granted, will authorize the Debtors to implement expedited procedures to:
- (a) sell certain assets or collections of assets, including any rights or interests therein (collectively, the “**De Minimis Assets**”), in any individual transaction or series of related transactions, to a single buyer or group of related buyers with an aggregate sale value equal to or less than US\$1,000,000, free and clear of all liens, claims, interests and encumbrances, without need for further court approval; and
 - (b) pay the reasonable and necessary fees and expenses, if any, incurred in connection with such sales, including commission fees to agents, brokers, auctioneers and liquidators with the amount of the proposed commission to be disclosed in a written notice in the form attached to the De Minimis Asset Sales Order containing information with respect to such a sale.
23. The details of the proposed procedures are set out in the proposed De Minimis Asset Sales Order.
24. These procedures will allow the Debtors to conduct ordinary course De Minimis Asset sales in a cost-effective manner and facilitate robust participation by potential purchasers by alleviating any concerns regarding the Debtors’ authority to conduct such sales, while at the same time protecting the interests of the Debtors’ stakeholders.

Other Grounds

25. The provisions of the CCAA, including Part IV thereof;
26. The provisions of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, including Rules 1.04, 1.05, 2.03, 3.02, 16 and 37 thereof; and
27. 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 the motion:

28. Application Record, filed April 12, 2022;
29. Affidavit of Stephanie Fernandes, sworn April 11, 2022, and the exhibits attached thereto;
30. The Second Robinson Affidavit, sworn May 2, 2022, and the exhibits attached thereto;
31. The First Report of the Information Officer, to be filed; and

32. Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

May 2, 2022

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

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Court File No. CV-22-00679628-00CL

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

PROCEEDING COMMENCED AT TORONTO

**NOTICE OF MOTION
(Recognition of Foreign Orders)**

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TAB 2

**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

**SECOND AFFIDAVIT OF MICHAEL K. ROBINSON
(sworn May 2, 2022)**

I, Michael K. Robinson, of the City of Wilmington, in the state of North Carolina, MAKE
OATH AND SAY:

1. I am the Chief Executive Officer and President of each of the Debtors¹ (together with their direct and indirect non-Debtor subsidiaries, the “**Company**”), including Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee (“**Sungard AS Canada**”). I have served in this position since May 2019. I also serve on the Board of

¹ “**Debtors**” means the following entities that are “debtors” in the chapter 11 cases: InFlow LLC; Sungard AS New Holdings, LLC; Sungard AS New Holdings II, LLC; Sungard AS New Holdings III, LLC; Sungard Availability Network Solutions Inc.; Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee; Sungard Availability Services Holdings (Canada), Inc.; Sungard Availability Services Holdings (Europe), Inc.; Sungard Availability Services Holdings, LLC; Sungard Availability Services Technology, LLC; Sungard Availability Services, LP; and Sungard Availability Services, Ltd.

Managers of the Company's ultimate parent Sungard AS New Holdings, LLC ("**Sungard AS**") and the applicable governing body of each other Debtor.

2. As a result of my tenure with the Company, my review of public and non-public documents, and my discussions with other senior executives, I am generally familiar with the Company'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 the Company, and other members of the senior management of the Company.

3. I swear this affidavit in support of the motion filed by Sungard AS Canada in its capacity as foreign representative of itself (the "**Foreign Representative**") 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 an order recognizing and giving full force and effect in Canada to certain orders that the Debtors intend to seek from the United States Bankruptcy Court for the Southern District of Texas (the "**U.S. Bankruptcy Court**") at a hearing on May 11, 2022 in the cases (the "**Chapter 11 Cases**") commenced by the Debtors under Chapter 11, title 11 of the United States Code (the "**Bankruptcy Code**").

4. Specifically, the Foreign Representative is seeking recognition in Canada of the following orders, should they be granted by the U.S. Bankruptcy Court:

(a) *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Repay Certain Prepetition Secured Indebtedness, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate*

*Protection, (VI) Modifying the Automatic Stay, and (VII) Granting Related Relief (the “**Final DIP Order**”);*

- (b) *Final Order (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System and Maintain Existing Bank Accounts, (B) Maintain Existing Business Forms and (C) Perform Intercompany Transactions and (II) Granting Related Relief (the “**Final Cash Management Order**”); a draft of which is attached hereto as **Exhibit “A”**;*
- (c) *Order (I)(A) Approving Bidding Procedures for the Sale of The Debtors’ Assets, (B) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (C) Approving Assumption and Assignment Procedures and (D) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief (the “**Bidding Procedures Order**”); a copy of the motion (the “**Bidding Procedures Motion**”) including the proposed order is attached hereto as **Exhibit “B”**;*
- (d) *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form and Manner for Filing Proofs of Claim, Including 503(b)(9) Requests, and (IV) Approving Notice of Bar Dates (the “**Bar Date Order**”); a copy of the motion (the “**Bar Date Motion**”), including the proposed order is attached hereto as **Exhibit “C”**; and*

- (e) *Order Approving Procedures for De Minimis Asset Sales* (the “**De Minimis Sales Procedures Order**”); a copy of the motion (the “**De Minimis Sales Procedures Motion**”) including the proposed order is attached hereto as **Exhibit “D”**.

5. The Debtors’ motions in respect of (a) the Interim DIP Order and Final DIP Order and (b) the Interim Cash Management Order (defined below) and Final Cash Management Order (the “**Cash Management Motion**”) are attached as Exhibits “B” and “C” to the affidavit of Stephanie Fernandes sworn April 11, 2022. A copy of Final DIP Order filed with the U.S. Bankruptcy Court will be provided to this Court in a supplementary affidavit as soon as it is available. Where I describe the terms of the Final DIP Order in this affidavit, I am referring to the terms described in the term sheets which were attached to the Interim DIP Order and which I anticipate will be included in the Final DIP Order filed with the U.S. Bankruptcy Court.

6. Other than the De Minimis Sales Procedures Motion, the motions in respect of the orders referenced above are scheduled to be heard by the U.S. Bankruptcy Court on May 11, 2022. The De Minimis Sales Procedures Motion is not currently calendared for a hearing, and the Debtors expect that the U.S. Bankruptcy Court may enter the De Minimis Sales Procedures Order without a hearing on or around May 11, 2022 if the relief requested is unopposed. Copies of the entered orders, if granted, and blacklines showing any changes from the proposed forms of order included in the Exhibits noted above, will be provided to the Court in a supplemental affidavit before the hearing of the Foreign Representative’s motion.

7. Unless otherwise indicated, capitalized terms used and not defined in this affidavit have the meaning given to them in my affidavit sworn April 11, 2022 (the “**Initial Affidavit**”).

8. 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 Cases can be found on the Debtors’ case

website administered by Kroll Restructuring Administration LLC, the Debtors' claims and noticing agent, <https://cases.ra.kroll.com/sungardas/>.

I. OVERVIEW

A. Procedural Background

9. On April 11, 2022 (the "**Petition Date**"), the Debtors filed voluntary petitions for relief, under the Bankruptcy Code in the U.S. Bankruptcy Court and Sungard AS Canada commenced proceedings (the "**Canadian Proceedings**") under the CCAA to recognize its Chapter 11 Case.

10. On the same date, Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") granted an interim stay of proceedings in respect of Sungard AS Canada as well as Sungard AS New Holdings III, LLC and Sungard Availability Services LP, pending the hearing on the Foreign Representative's initial application to, among other things, recognize Sungard AS Canada's Chapter 11 Case as a foreign main proceeding.

11. On April 12, 2022, the U.S. Bankruptcy Court entered various orders in the Chapter 11 Cases, including (a) an order authorizing Sungard AS Canada to act as the foreign representative of itself and the other Debtors in any proceedings in Canada; (b) an interim order to approve certain emergency funding for the Debtors (the "**Interim DIP Order**"); and (c) an interim order approving use of the Debtors' cash management systems (the "**Interim Cash Management Order**").

12. On April 14, 2022, the Court entered an Initial Recognition Order, among other things, (a) recognizing Sungard AS Canada as Foreign Representative of itself and the other Debtors in respect of the Chapter 11 Cases, (b) recognizing the United States of America as the centre of main interests for Sungard AS Canada, and (c) recognizing Sungard AS Canada's Chapter 11 Case as a "foreign main proceeding". The Court also granted a Supplemental Order, among

other things, (a) recognizing certain orders entered by the U.S. Bankruptcy Court in the Chapter 11 Cases including the Interim DIP Order; (b) granting the DIP Agents' Charge and the Administration Charge, and (c) appointing Alvarez & Marsal Canada Inc. as Information Officer in the Canadian Proceedings. The Initial Recognition Order and the Supplemental Order (without schedules) are attached hereto as **Exhibit "E"** and **Exhibit "F"**, respectively.

13. Sungard AS Canada now seeks recognition of the Final DIP Order, Final Cash Management Order, Bidding Procedures Order, the Bar Date Order and De Minimis Sales Procedures Order, in each case if granted, to facilitate this cross-border restructuring.

B. The Company and Sungard AS Canada

14. The Company provides high availability, cloud-connected infrastructure services built to deliver business resilience to its customers in the event of an unplanned business disruption, ranging from man-made events to natural disasters. Headquartered in Wayne, Pennsylvania, the Debtors employ approximately 585 individuals in the United States and Canada. The Company operates 55 facilities (comprising 24 data centers and 31 work area recovery centers) and provides services to approximately 2,000 customers across the United States, the United Kingdom, Canada, Ireland, France, India, Belgium, Luxembourg and Poland. The Company generated approximately US\$587 million in revenue for fiscal year 2021 and, as of the Petition Date, the Debtors had approximately US\$424 million in aggregate principal amount of prepetition funded debt obligations.

15. Sungard AS Canada is a borrower or guarantor in respect of over US\$400 million of the Debtors' indebtedness and has granted security to the lenders or agents for the lenders as security for those loans. In addition, Sungard AS Canada relies on other Debtors for substantially all of its back-office functions, since the Company operates as a consolidated business and all executive-level decision making is centralized in the United States. The services provided to

Sungard AS Canada by other Debtors are delivered pursuant to the terms of an intercompany shared services agreement.

16. Further background regarding the Debtors' business operations and the Chapter 11 Cases is set out in my Initial Affidavit and the U.S. First Day Declaration which is attached as Exhibit "B" thereto.

II. FOREIGN ORDERS

A. Final DIP Order

17. A detailed description of the DIP Facilities (as defined below) and the relief sought by the Debtors from the U.S. Bankruptcy Court and by Sungard AS Canada from the Court is set out in paragraphs 16 and 72-78 of my Initial Affidavit.

18. By way of summary, the DIP Facilities are intended to fund the Chapter 11 Cases, the Canadian Proceedings, and the processes contemplated by the restructuring support agreement (the "**RSA**") entered into on April 11, 2022 among the Debtors and holders of over 80% of the term loans under the Prepetition 1L Term Loan Credit Agreement and Prepetition New 2L Credit Agreement, a copy of which was attached as Exhibit "C" to my Initial Affidavit. The DIP Facilities are in the aggregate amount of US\$359.9 million and are comprised of (a) a US\$50 million senior secured revolving credit facility (the "**ABL DIP Facility**") and (b) a US\$285.9 million senior secured multi-draw term loan facility consisting of up to US\$95.3 million in new money loans and up to US\$190.6 million in "rolled up" prepetition obligations (the "**Term Loan DIP Facility**" and, together with the ABL DIP Facility, the "**DIP Facilities**").

19. Relief from the U.S. Bankruptcy Court regarding the DIP Facilities is being sought by the Debtors in two stages through (a) the Interim DIP Order, which was granted by the U.S. Bankruptcy Court on April 12, 2022 and approved certain emergency funding and superpriority

liens and claims in respect of the two DIP Facilities (the ABL DIP Facility and the Term Loan DIP Facility), and (b) the Final DIP Order, which if granted would approve, on a final basis, the incurrence of the full amount of the proposed funding under the DIP Facilities and protections for the applicable lenders and is scheduled for a hearing by the U.S. Bankruptcy Court on May 11, 2022.

20. The Interim DIP Order was recognized by the Court on April 14, 2022 pursuant to the Supplemental Order. Concurrently, the Court granted two charges with respect to the interim financing over the property of Sungard AS Canada in Canada, one in respect of each DIP Facility. The Debtors are seeking approval from the U.S. Bankruptcy Court of the Final DIP Order on May 11, 2022. The Final DIP Order, if granted, will (a) authorize the Debtors to roll up the balance of the Revolving Credit Agreement; and (b) approve the Term Loan DIP Roll-Up Obligations.

21. Following entry of the Interim DIP Order by the U.S. Bankruptcy Court, a portion of the DIP Facilities became available to the Debtors and those amounts have been used in the manner authorized therein and described in paragraph 74 of my Initial Affidavit, including (a) repaying the Bridge Facility (i.e. the incremental term loans advanced under the Prepetition 1L Term Loan Credit Agreement to support the ongoing discussions regarding potential financing and restructuring transactions) in full, in cash and (b) reducing the outstanding obligations under the Revolving Credit Agreement by US\$13,500,000 (being the amount of the “liquidity block” noted at para 72 of my Initial Affidavit). The Debtors also anticipate that US\$3,500,000 will be paid from the DIP Facilities as financial support for the U.K. administration process of Sungard AS UK.

22. The Debtors continue to require access to the DIP Facilities, including the additional amounts to be advanced following entry of the Final DIP Order, to provide much needed liquidity to meet their immediate operational needs and continue to operate in the ordinary course. The DIP Facilities will also continue to reassure the Company’s customers and employees that the Company will be able to continue to meet its commitments during the Chapter 11 Cases and the

Canadian Proceedings, and that the Company's businesses are likely to continue as a going concern upon emergence.

23. The Final DIP Order approves the relief previously granted by the U.S. Bankruptcy Court, on a final basis. In addition, the Final DIP Order provides for an additional roll up of the obligations outstanding under the Revolving Credit Agreement, if any, into the ABL DIP Facility, upon entry of the Final DIP Order.

24. With respect to the Term Loan DIP Facility, the Final DIP Order provides for US\$54.15 million in new money loans available upon entry of the Final DIP Order (in addition to the US\$41.15 million in new money loans which became available upon entry of the Interim DIP Order), as well as the roll up of US\$190.6 million (the "**Roll-Up Amount**") of obligations under the Prepetition 1L Term Loan Credit Agreement and obligations under the Prepetition New 2L Term Credit Agreement (the "**Prepetition Term Loan Obligations**") held by the Term Loan DIP Lenders on a cashless basis into loans under the Term Loan DIP Facility. More specifically, upon entry of the Final DIP Order, each Term Loan DIP Lender will be entitled to roll-up, on a 2:1 basis, for each dollar provided of the new money portion of the Term Loan DIP Facility, its pro rata share of the obligations held under the Prepetition 1L Term Loan Obligations beneficially owned by it, and thereafter, its pro rata share of the obligations under the Prepetition New 2L Term Credit Agreement beneficially owned by it until the amount rolled-up equals the Roll-Up Amount. In the event that the Term Loan DIP Obligations exceed the amounts realized (either from cash received in a sale or the amount of the credit bid), then the Roll-Up Amount shall be automatically recharacterized as obligations under the Prepetition New 2L Term Credit Agreement and then, to the extent necessary, as obligations held under the Prepetition 1L Term Loan Credit Agreement, until the Term Loan DIP Obligations equals the Collateral Realization Amount (as defined in the Interim DIP Order). The Debtors are currently conducting a syndication process to offer

participation in the Term Loan DIP Facility to all lenders under the Prepetition 1L Term Loan Credit Agreement.

25. Once the Final DIP Order is filed with the U.S. Bankruptcy Court, Sungard AS Canada will provide this Court in a supplementary affidavit prior to the May 13, 2022 return date (a) a description of any material terms of the Final DIP Order that vary from the terms of the Interim DIP and (b) a blackline comparison of the entered Interim DIP Order to the proposed Final DIP Order.

B. Cash Management

26. A detailed description of the Debtors' cash management system is described at paragraphs 7-29 of the Cash Management Motion. Details regarding the Canadian cash management system is described at paragraphs 31-33 of my Initial Affidavit.

27. At a high-level, the Debtors, other than Sungard AS Canada, maintain an integrated, centralized cash management system, which is comparable to the centralized cash management systems used by similarly situated companies to manage the cash of operating units in a cost-effective and efficient manner.

28. Sungard AS Canada's two bank accounts are at Bank of Montreal and are not linked to the Company's cash management system. The accounts are, however, subject to a blocked account agreement with the ABL Agent, the Prepetition 1L Agent and the Prepetition 2L Agent. All of Sungard AS Canada's cash receipts are deposited into those bank accounts either directly or through a lockbox account, operated by Symcor, which deposits the funds into the Bank of Montreal accounts on a daily basis. Sungard AS Canada is also a lender to Debtor Sungard Availability Services, LP pursuant to promissory notes issued to Sungard AS Canada in the aggregate amount of approximately US\$30 million. Sungard AS Canada's cash and the

intercompany notes are subject to liens and claims in favour of certain of the Debtors' secured lenders.

29. The other Debtors use their cash management system in the ordinary course of their business to collect, transfer and disburse funds generated from their operations and to facilitate cash monitoring, forecasting and reporting. The Debtors' treasury department maintains daily oversight over the cash management system and uses cash management controls for entering, processing and releasing funds, including in connection with intercompany transactions. The Debtors' accounting department regularly reconciles the Debtors' books and records to ensure that all transfers are accounted for properly.

30. The Final Cash Management Order approves the relief previously granted by the U.S. Bankruptcy Court, on a final basis with minor amendments to appropriately address the order being final rather than interim.

31. A blackline comparison of the entered Interim Cash Management Order to the draft Final Cash Management Order included above as Exhibit "B" is attached hereto as **Exhibit "G"**.

C. Bidding Procedures

Background

32. As set out in my Initial Affidavit, the Debtors filed the Chapter 11 Cases to pursue one or more restructuring transactions to maximize the value of their estates for the benefit of all stakeholders. The RSA signed immediately before the commencement of the restructuring proceedings contemplates two potential restructuring scenarios: (a) equitization of the Debtors' prepetition funded debt and compromise of other prepetition liabilities through a chapter 11 plan of reorganization (the **"Equitization Scenario"**) and/or (b) the sale of all, substantially all or one or more subsets of the Debtors' assets (the **"Sale Scenario"**). The Equitization Scenario serves

as a baseline restructuring proposal, by which the Debtors will seek confirmation of a debt-for-equity chapter 11 plan. The Equitization Scenario will be pursued solely to the extent that the Sale Scenario does not result in a bid or bids that exceed the applicable Reserve Price.

33. To facilitate the Sale Scenario, the Debtors intend to continue their prepetition marketing and bidding process pursuant to the bidding procedures (the “**Bidding Procedures**”) described herein and in the Bidding Procedures Motion.

34. The Bidding Procedures Motion constitutes an integral first step in effectuating the restructuring process contemplated by the RSA. The Bidding Procedures will establish the ground rules for the Debtors’ sale process and were designed by the Debtors, with the assistance of their advisors and in consultation with the Required Consenting Stakeholders and ABL DIP Lenders (as such terms are defined in the RSA), to be fair and open and foster competitive bidding. Among other things, the Bidding Procedures will provide prospective bidders with approximately two months to conduct diligence and submit a bid. When viewed in conjunction with the prepetition marketing and sale processes run by the Debtors and their advisors, the Debtors believe that this timeframe will provide sufficient opportunity for parties to submit bids on all or substantially all of the Debtors’ assets (the “**Assets**”).

35. The Bidding Procedures establish timelines for the solicitation, receipt and evaluation of third-party bids that would allow the Debtors to consummate a sale of Assets prior to the maturity date of the DIP Facilities. The Debtors believe that a defined path toward effectuating the sale will drive the sale process in an expeditious and efficient manner.

36. The Bidding Procedures advance the Debtors’ interests in emerging promptly from the Chapter 11 Cases while preserving the opportunity to attract value-maximizing proposals beneficial to the Debtors’ estates, their creditors, and other parties in interest, including Canadian stakeholders.

Bidding Procedures Order

37. As described above, to facilitate the RSA and the Sale Scenario, the Debtors filed with the U.S. Bankruptcy Court the Bidding Procedures Motion seeking entry of an order:

- (a) approving Bidding Procedures for the sale of the Debtors' Assets;
- (b) scheduling an auction and approving the form and manner of notice thereof;
- (c) approving the assumption and assignment procedures (regarding the assumption and assignment of executory contracts and unexpired leases);
- (d) scheduling a sale hearing and approving the form and manner of notice thereof (the "**Sale Notice**");
- (e) approving the sale of the Debtors' Assets free and clear of liens, claims, interests and encumbrances;
- (f) approving the assumption and assignment of executory contracts and unexpired leases; and
- (g) granting related relief.

38. A proposed timeline of key dates related to the Bidding Procedures include the following, among others:

Date and Time	Event of Deadline
May 11, 2022	U.S. hearing to consider entry of the Bidding Procedures Order
June 27, 2022	Deadline for the Required Consenting Stakeholders to have provided the Reserve Price (as described below)
July 7, 2022 at 12:00 p.m. (prevailing Central Time) ²	Final Bid Deadline

² Subject to the Debtors' limited extension right set forth in Section III of the Bidding Procedures.

July 7, 2022 at 5:00 p.m. (prevailing Central Time)	Deadline to file replies in connection with the Sale Transaction(s)
July 11, 2022 at 10:00 a.m. (prevailing Eastern Time)	Auction, to be held at the offices of Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036 (if required)
July 14, 2022, as determined by, and subject to the availability of, the U.S. Bankruptcy Court	Proposed U.S. hearing to approve proposed Sale Transaction(s)

39. Paragraph 5 of the Initial Recognition Order granted by the Court provides that Sungard AS Canada is prohibited, except with leave of the Court, from selling or otherwise disposing of (a) outside of the ordinary course of its business, any of its property in Canada that relates to the business, and (b) any of its other property in Canada. The Bidding Procedures note that any disposition of assets of Sungard AS Canada in Canada outside of the ordinary course will require entry of an order of the Court, authorizing such transaction. The Foreign Representative is seeking recognition of the Bidding Procedures now, in advance of any sale, in order to recognize and give effect in Canada to these procedures and to maintain uniformity and coordination between the Chapter 11 Cases and the Canadian Proceedings.

40. The Bidding Procedures provide that the Debtors are required to consult in good faith with the Consultation Parties (as defined in the Bidding Procedures) regarding certain items explicitly provided for in the Bidding Procedures, including considering the bids for any or all of the Assets. Counsel to the Information Officer is proposed to be a Consultation Party in respect of the Canadian Proceedings and the assets of Sungard AS Canada in Canada. Further, counsel to the Information Officer and all parties that filed a notice of appearance in the Canadian Proceedings will receive notice of the Bidding Procedures Motion and the Sale Notice attached to the Bidding Procedures Order in accordance with the terms thereof.

41. The Foreign Representative believes that the provisions of the Bidding Procedures Order appropriately consider and protect the interests of Sungard AS Canada's Canadian stakeholders while maximizing the Debtors' ability to market the Assets.

D. Bar Date³

42. The Bar Date Order, if granted, will authorize the Debtors to establish deadlines to assert and preserve for four separate types of claims as follows:

- (a) General Bar Date: The Debtors propose June 15, 2022 as the date by which all entities (other than governmental units and certain categories of claimants exempt from complying with the applicable bar dates) that wish to assert a claim against the Debtors that arose prior to the Petition Date must file a proof of claim ("**Proof of Claim**") in the form attached to the Bar Date Order in accordance with the procedure provided therein.
- (b) Governmental Bar Date. The Debtors propose Monday, October 10, 2022 as the deadline by which each governmental unit must file a Proof of Claim (in accordance with the provision for governmental bar dates set forth in the Bankruptcy Code).
- (c) Rejection Damages Bar Date. The Debtors propose the later of (i) the General Bar Date or the Governmental Bar Date, as applicable, and (ii) the date that is thirty days following entry of an order approving the rejection of an executory contract or unexpired lease as the deadline by which each entity must file a Proof of Claim based on a claim arising from such rejection.
- (d) Amended Schedules Bar Date. In the event that the Debtors amend their schedules (the "**Schedules**"), the Debtors propose the later of (i) the General Bar Date or the Governmental Bar Date, as applicable, and (ii) the date that is thirty

³ As set forth in the Bar Date Motion, all terms used in this section but not defined herein that are specifically defined in the Bankruptcy Code, including "entity," "claim," and "governmental unit," shall have the meanings ascribed to such terms in section 101 of the Bankruptcy Code.

(30) days following the date on which the Debtors mail notice of such amendment as the deadline by which each entity must file a Proof of Claim based on claims affected by such amendment.

43. The following categories of claimants holding a claim against any of the Debtors must file a Proof of Claim:

- (a) any claimant whose claim against a Debtor is not listed in the applicable Debtor's Schedules or whose claim is listed as contingent, unliquidated, or disputed if such entity desires to participate in the Chapter 11 Cases or otherwise wishes to share in any distribution;
- (b) any claimant who believes its claim is improperly classified in the Schedules or listed for an incorrect amount and desires to have its claim allowed under a classification or in a different amount;
- (c) any claimant who is a former or present full-time, part-time, salaried, or hourly employee asserting a claim based on a grievance against any Debtor to the extent the grounds for such grievance arose on or prior to the Petition Date;
- (d) any claimant who believes its claim is listed in the wrong Debtor's Schedule and desires to have its claim allowed against another Debtor; and
- (e) any claimant who is alleging that its claim is or may qualify as an administrative expense pursuant to section 503(b)(9) of the Bankruptcy Code.

44. The Bar Date Order provides that the Debtors will cause written notice (the "**Bar Date Notice**") of the applicable bar dates (in the form attached to the Bar Date Order) and a Proof of Claim (together with the Bar Date Notice, the "**Bar Date Package**") be mailed to certain creditors and stakeholders of the Debtors no later than two business days or as soon as reasonably

practicable after entry of the Bar Date Order, providing such stakeholders with 33 days' written notice of the applicable bar dates. The list of stakeholders enumerated in the Bar Date Order that will receive a Bar Date Package includes all parties on the service list in the Canadian Proceedings or who have filed a notice of appearance as of the date the Bar Date Order is entered. The Bar Date Notice explicitly sets out that creditors of Sungard AS Canada are not exempt from the Bar Date Order.

45. In the interest of ensuring that all potential claimants receive adequate notice of the applicable bar dates, in addition to providing the Bar Date Notice to known creditors, the Bar Date Order requires the Debtors to provide notice of the bar dates through publication notice in a national newspaper in the United States and gives the Debtors discretion to publish additional notices. I understand that the Debtors intend to publish a notice in Canada in the *Globe and Mail* (National Edition). I also understand that the Information Officer will be posting notice and the Bar Date Package materials to the Information Officer's website established for the Canadian Proceedings.

46. The procedures and notice periods established by the Bar Date Order provide clear notice of the applicable bar dates and afford creditors sufficient opportunity to review the Debtors' schedules of assets and liabilities in the Chapter 11 Cases and file Proofs of Claim in satisfaction of the requirements of the Bankruptcy Rules and consistent with the underlying policies of the Bankruptcy Code while, at the same time, ensuring that the Debtors can achieve certainty with respect to their liabilities in a timely manner and comply with the agreed timeline for the Chapter 11 Cases under the RSA and the DIP Facilities. For clarity, the Debtors are not proposing to mail individualized claim statements to each creditor reflecting the information found in the Schedules. Instead, creditors will be mailed a blank claims form and have the ability to complete the form in the manner the creditor deems appropriate.

47. For the same reasons, recognition of the Bar Date Order in Canada is appropriate. Canadian creditors are also required to file claims that fall within the framework established by the Bar Date Order against any of the Debtors, as applicable, including Sungard AS Canada. The Bar Date Order captures all claims against the Debtors and any Canadian creditors that do not adhere to the established timelines and procedure set out in the Bar Date Order are subject to the same consequences, including the removal of any late-filed claim from consideration or distribution pursuant to any reorganization plan. A draft of the Bar Date Order and Publication Notice was reviewed by the Information Officer and its comments were incorporated into the drafts filed with the U.S. Bankruptcy Court.

E. De Minimis Sales Procedures Order

48. In the ordinary course of conducting their global businesses, the Debtors sell various hard assets, including, primarily, certain unused and surplus equipment from workplace recovery, colocation and cloud and managed services sites. Accordingly, in addition to approval of the Bidding Procedures Order in respect of the sale of all or substantially all of the Debtors' Assets, the Debtors are seeking approval from the U.S. Bankruptcy Court of procedures that will, to the extent necessary, authorize the Debtors to:

- (a) sell certain assets or collections of assets, including any rights or interests therein, in any individual transaction or series of related transactions (each a, "**De Minimis Asset Sale**"), to a single buyer or group of related buyers with an aggregate sale value equal to or less than \$1,000,000, free and clear of all liens, claims, interests and encumbrances, without need for further court approval; and
- (b) pay the reasonable and necessary fees and expenses, if any, incurred in connection with the De Minimis Asset Sales, including commission fees to agents, brokers, auctioneers and liquidators with the amount of the proposed commission

to be disclosed in a written notice in the form attached to the De Minimis Sales Procedures Order containing information with respect to such sale.

49. These procedures will allow the Debtors to conduct ordinary course De Minimis Asset Sales in a cost-effective manner and facilitate robust participation by potential purchasers by alleviating any concerns regarding the Debtors' authority to conduct such sales, while at the same time protecting the interests of the Debtors' stakeholders.

50. The De Minimis Sales Order establishes two different procedures based on the net total sale value of each De Minimis Asset Sale. The value thresholds are (a) less than or equal to US\$350,000 and (b) greater than US\$350,000 and less than or equal to US\$1,000,000.

51. The specific procedures for each value threshold are set out in paragraph 9 of the De Minimis Sales Procedures Motion. Notice in the form attached to the De Minimis Sales Procedures Order is required to be provided by the Debtors to the Sale Notice Parties (as defined in the De Minimis Sales Procedures Order) five calendar days in advance of closing for sales within the lower value threshold and ten calendar days in advance of closing for sales within the higher value threshold. Any Sale Notice Party can object to sales within the higher threshold in accordance with the terms of the De Minimis Sales Procedures Order and obtain a hearing if necessary. The Sale Notice Parties include certain creditors and other stakeholders, as well as counsel to the Information Officer.

52. The Debtors' authority to take all actions necessary to effect the relief granted under the De Minimis Sales Order is, as it relates to the assets of Sungard AS Canada in Canada, subject to recognition of the order by the Court. This requirement is consistent with paragraph 5 of the Initial Recognition Order, granted by the Court, which provides that Sungard AS Canada is prohibited, except with leave of the Court, from selling or otherwise disposing of (a) outside of the


ordinary course of its business, any of its property in Canada that relates to the business and (b) any of its other property in Canada.

53. While Sungard AS Canada believes that any De Minimis Asset Sales are likely to be ordinary course and thus would not require additional relief, recognition of the De Minimis Sales Procedures Order will facilitate the Debtors' obtaining the highest price and otherwise best terms available in respect of the De Minimis Asset Sales by providing certainty to sale participants and will also protect the Debtors' stakeholders.

III. CONCLUSION

54. I believe the relief set out herein and in the proposed orders is necessary for the protection of Sungard AS Canada's property and the interests of its stakeholders.

SWORN BEFORE ME by video conference on this 2nd day of May 2022. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath of Declaration Remotely. The affiant was located in the City of Wilmington, in the state of North Carolina and I was located in the City of Toronto in the Province of Ontario.


A commissioner for Taking Affidavits
(or as may be)

Commissioner Name: Jeremy Bornstein
Law Society of Ontario Number: 65425C

DocuSigned by:

D4219EF0BE4444E...

Michael K. Robinson

TAB A

This is Exhibit “**A**” referred to in the Affidavit of Michael K. Robinson sworn before me May 2, 2022 by videoconference in accordance with O. Reg 431/20.

A handwritten signature in blue ink, appearing to read 'J. Bornstein', is positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Jeremy Bornstein
Law Society of Ontario Number: 65425C

**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> , ¹	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Joint Administration Requested)
	)	Re: Docket No ____

**FINAL ORDER (I) AUTHORIZING THE DEBTORS
TO (A) CONTINUE TO OPERATE THEIR CASH MANAGEMENT
SYSTEM AND MAINTAIN EXISTING BANK ACCOUNTS, (B) MAINTAIN
EXISTING BUSINESS FORMS AND (C) PERFORM INTERCOMPANY
TRANSACTIONS AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Debtors for entry of a final order (this “Final Order”): (i) authorizing the Debtors to continue to (a) operate their Cash Management System and maintain their existing Bank Accounts, including honoring certain prepetition obligations related thereto; (b) maintain existing Business Forms; (c) perform the Intercompany Transactions; and (ii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; 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

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

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 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 Debtors are authorized, but not directed, on an final basis in their sole discretion to: (a) continue operating the Cash Management System, as described in the Motion and substantially as identified in **Exhibit 1** attached hereto; (b) continue to use the Bank Accounts in existence as of the Petition Date, in the names and with the account numbers existing immediately before the Petition Date, including those accounts identified on **Exhibit 2** attached hereto; and (c) pay any ordinary course bank fees and credit card processing fees incurred in connection with the Bank Accounts, irrespective of whether such fees arose prior to the Petition Date, and perform their obligations under the documents and arrangements governing the Bank Accounts; (d) maintain any corporate card programs, including the PNC Commercial Card Program, and honor all prepetition and postpetition obligations arising thereunder; and (e) continue performance of the Intercompany Transactions among themselves and their non-Debtor affiliates, in the ordinary course of business and consistent with historical practice; *provided*, the Debtors shall

maintain current records with respect to all such transfers so that all Intercompany Transactions may be readily ascertained, traced and properly recorded on intercompany accounts; *provided, however*, that such records shall be made available upon request by the U.S. Trustee and any official statutory committee. To the extent that the transfers within the Cash Management system are disbursements, they will be noted and reflected on the monthly operating reports. The Debtors shall provide notice to: (i) the U.S. Trustee; (ii) any statutory committee appointed in these chapter 11 cases; (iii) Proskauer Rose LLP & Gray Reed & McGraw LLP, as counsel for the ad hoc group of term loan lenders and term loan DIP lenders; and (iv) Thompson Coburn Hahn & Hessen LLP, counsel for PNC Bank, National Association, as the administrative agent under the Debtors' prepetition revolving credit facility and ABL DIP facility, of any material changes to their Cash Management System.

2. Those agreements existing between the Debtors and the Cash Management Banks shall continue to govern the postpetition cash management relationship between the Debtors and Cash Management Banks and all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, collateral, and offset rights, and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with the Cash Management Banks (including, for the avoidance of doubt, any rights of the Cash Management Banks to use funds from the Bank Accounts to remedy any overdraft of another Bank Account or other cash management obligations, whether prepetition or postpetition, to the extent permitted under the applicable agreement), unless the Debtors and the Cash Management Banks agree otherwise, and any other legal rights and remedies afforded to the Cash Management Banks under applicable law shall be preserved.

3. The Debtors are authorized to continue using, in their present form, all Business Forms, as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to the Debtors' status as debtors in possession; *provided* that, once the Debtors have exhausted their existing stock of Business Forms, the Debtors shall ensure that any new Business Forms are clearly labeled "Debtor In Possession".

4. To the extent any of the Debtors' Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code, the Debtors shall have until May 9, 2022, without prejudice to seeking an additional extension, to come into compliance with section 345(b) of the Bankruptcy Code, *provided* that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the time periods set forth in this paragraph by entering into a written stipulation with the U.S. Trustee and filing such stipulation on the Court's docket without the need for further Court order.

5. The Cash Management Banks are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession without interruption and in the ordinary course and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, ACH transfers, and other electronic transfers of any kind issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be (including the completion of any such transaction commenced on or before the Petition Date but not completed until on or after the Petition Date).

6. The Debtors are authorized, pursuant to Bankruptcy Code section 364(b), to continue using any existing corporate credit card or purchase card arrangements, including the PNC Commercial Card Program, issued by the Cash Management Banks in the ordinary course of

business and consistent with prepetition practices, including by paying any obligations outstanding with respect thereto, whether or not such obligations were outstanding on or before the Petition Date. Those agreements existing between the Debtors and the Cash Management Banks governing any existing corporate credit card or purchase card arrangements shall continue to govern the postpetition card relationship between the Debtors and Cash Management Bank and all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, collateral, and offset and termination rights, and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with Cash Management Banks.

7. The Debtors are authorized, in the ordinary course of business, to open any new bank accounts or close any existing Bank Accounts and enter into any ancillary agreements, including new deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate, subject to the terms and provisions of the Debtors' agreement with the Cash Management Banks, as applicable.

8. The relief granted in this Final Order is extended to any new bank account opened by the Debtors after the date hereof, which account shall be deemed a Bank Account, and to any Additional Cash Management Bank (as hereinafter defined) at which such account is opened; *provided* that subject to resolution of any Bankruptcy Code section 345(b) compliance issues, such new account is with one of the Debtors' existing Cash Management Banks or with a bank (an "Additional Cash Management Bank") that: (a) is insured by the FDIC or the Federal Savings and Loan Insurance Corporation; (b) is an authorized depository pursuant to the U.S. Trustee's Operating Guidelines; and (c) agrees to be bound by the terms of this Final Order. If the Debtors open a new Bank Account, close an existing Bank Account, or enter into any ancillary agreements

(other than agreements applied by the Cash Management Banks or an Additional Cash Management Bank to all similarly situated customers), they shall provide notice to: (a) the U.S. Trustee; (b) counsel to any official statutory committee appointed in these chapter 11 cases; (c) Proskauer Rose LLP and Gray Reed & McGraw LLP, as counsel for the ad hoc group of term loan lenders and term loan DIP lenders; and (d) Thompson Coburn Hahn & Hessen LLP, counsel for PNC Bank, National Association, as the administrative agent under the Debtors' prepetition revolving credit facility and ABL DIP facility; *provided, further*, that any such opening shall be timely indicated on the Debtors' monthly operating reports.

9. In the course of providing cash management services to the Debtors, the Cash Management Banks and each Additional Cash Management Bank are authorized, without further order of the Court, to deduct the applicable fees and expenses associated with the nature of the deposit and cash management services rendered to the Debtors, whether arising prepetition or postpetition, from the appropriate accounts of the Debtors, and further, to charge back to, and take and apply reserves from, the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, merchant services transactions or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

10. In the course of providing cash management services to the Debtors, any distributions, dividends or other payments made by or on account of non-Debtor subsidiaries to the Debtors shall be placed in a segregated account to be established by the Debtors (or in another account after receiving the prior written consent of the Term Loan DIP Agent³ (acting at the

³ Capitalized terms used but not otherwise defined in this Final Order shall have the meanings ascribed to them in the Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain

direction of the Required Term Loan DIP Lenders in their sole discretion)), and such funds shall not be withdrawn from such account without the prior written consent of the Term Loan DIP Agent (acting at the direction of the Required Term Loan DIP Lenders in their sole discretion).

11. Notwithstanding any other provision of this Final Order, the Cash Management Banks shall not be deemed to be nor shall be liable to the Debtors or their estates or otherwise be in violation of this Final Order if the Cash Management Banks honors a prepetition check or other item drawn on any account that is the subject of this Final Order: (a) at the direction of the Debtors; (b) in a good-faith belief that the Court has authorized such prepetition check or item to be honored; or (c) as a result of an innocent mistake made despite implementation of customary item handling procedures. Without limiting the foregoing, the Cash Management Banks may assume that any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Final Order unless otherwise specifically otherwise advised by the Debtors, and the Cash Management Banks shall not have any liability to any party for relying on representations by the Debtors as provided for herein.

12. All Intercompany Claims against a Debtor arising after the Petition Date shall be accorded administrative expense priority in accordance with Bankruptcy Code sections 503(b) and 507(a)(2).

13. Nothing contained in the Motion or this Final Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of

Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Repay Certain Prepetition Secured Indebtedness, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing, and (VIII) Granting Related Relief.

the Petition Date or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

14. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

15. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, with respect to prepetition amounts owed where such payments are authorized by an order of this Court.

16. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the amount of, basis for or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors

that any liens (contractual, common law, statutory or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity or perfection or to seek avoidance of all such liens.

17. Notwithstanding anything in this Order to the contrary, any payment to be made, or any authorization contained hereunder shall be subject to the terms of any orders authorizing debtor in possession financing or the use of cash collateral approved by this Court in these chapter 11 cases (including with respect to any budget governing or relating to such use) including, without limitation, the *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Repay Certain Prepetition Secured Indebtedness, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing, and (VIII) Granting Related Relief* (as each order may be amended or become final in accordance with the terms thereof, the “DIP Order”) and the Approved Budget (as defined in the DIP Order). To the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order and the Approved Budget shall control.

18. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

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

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

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

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

Houston, Texas

Dated: _____, 2022

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Cash Management System Schematic

Sungard AS Cash Management

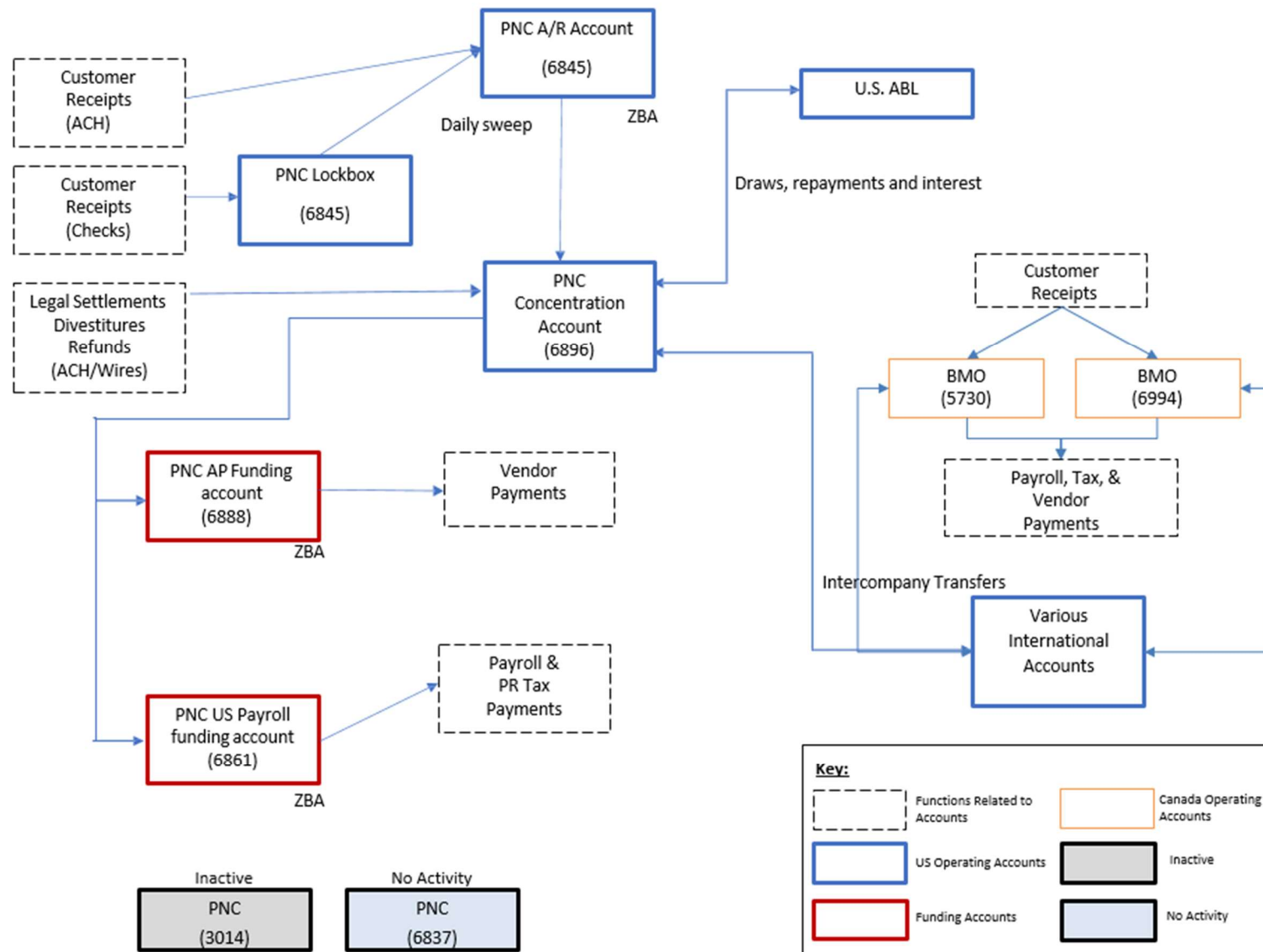


Exhibit 2**Bank Accounts**

Entity	Account Type	Bank Name	Account No.	Currency
Sungard Availability Services LP	Concentration Account	PNC Bank, N.A.	6896	USD
Sungard Availability Services LP	Disbursement Account	PNC Bank, N.A.	6888	USD
Sungard Availability Services LP	Payroll Account	PNC Bank, N.A.	6861	USD
Sungard Availability Services LP	Lockbox Account	PNC Bank, N.A.	6845	USD
Sungard Availability Services Canada Ltd.	Canada Operating Account	Bank of Montreal	6994	USD
Sungard Availability Services Canada Ltd.	Canada Operating Account	Bank of Montreal	5730	CAD
Sungard Availability Services LP	Stand Alone Account (No Activity)	PNC Bank, N.A.	6837	USD
Sungard Availability Services Capital, Inc.	Inactive Account	PNC Bank, N.A.	3014	USD

TAB B

This is Exhibit "**B**" referred to in the Affidavit of Michael K. Robinson sworn before me May 2, 2022 by videoconference in accordance with O. Reg 431/20.



Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Jeremy Bornstein
Law Society of Ontario Number: 65425C

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE 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)

**DEBTORS' EMERGENCY MOTION FOR
ENTRY OF AN ORDER (I)(A) APPROVING BIDDING
PROCEDURES FOR THE SALE OF THE DEBTORS' ASSETS,
(B) SCHEDULING AN AUCTION AND APPROVING THE FORM
AND MANNER OF NOTICE THEREOF, (C) APPROVING ASSUMPTION
AND ASSIGNMENT PROCEDURES AND (D) SCHEDULING A SALE
HEARING AND APPROVING THE FORM AND MANNER OF NOTICE
THEREOF; (II)(A) APPROVING THE SALE OF THE DEBTORS' ASSETS
FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES
AND (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES; AND (III) GRANTING RELATED RELIEF**

Emergency relief has been requested. Relief is requested no later than 10:30 a.m. (prevailing Central Time) on May 11, 2022.

If you object to the relief requested or you believe that 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.

A hearing will be conducted on this matter on May 11, 2022 at 10:30 a.m. (prevailing Central Time) in Courtroom 400, 4th Floor, 515 Rusk Street, Houston, TX 77002. Participation at the hearing will only be permitted by audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Jones's conference room number is 205691. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Jones's home page. The meeting code is "JudgeJones". Click the settings icon in the upper right corner and enter your name under the personal information setting.

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.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the “Electronic Appearance” link on Judge Jones’s home page. Select the case name, complete the required fields and click “Submit” to complete your appearance.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state as follows in support of this motion (the “Motion”):²

Preliminary Statement

1. The Debtors filed these chapter 11 cases to pursue one or more restructuring transactions that will maximize the value of their estates for the benefit of all stakeholders. Before commencing these chapter 11 cases, the Debtors entered into a restructuring support agreement (the “RSA”) with holders of in excess of 80% of the First Lien Credit Agreement Claims and in excess of 80% of the Second Lien Credit Agreement Claims (collectively, the “Consenting Stakeholders”). The RSA contemplates two potential restructuring scenarios: (a) the Equitization Scenario and/or (b) the Sale Scenario. The Equitization Scenario serves as a baseline restructuring proposal, by which the Debtors will seek confirmation of a debt-for-equity chapter 11 plan. The Equitization Scenario will be pursued solely to the extent that the Sale Scenario does not result in a bid or bids that exceed the applicable Reserve Price.³

2. By the Sale Scenario, the Debtors intend to continue their prepetition marketing and bidding process pursuant to the bidding procedures (the “Bidding Procedures”) described herein and attached as **Exhibit 1** to the proposed order (the “Bidding Procedures Order”). The Sale

² A description of the Debtors and their businesses, and the facts and circumstances supporting this Motion, are set forth in the *Declaration of Michael K. Robinson, Chief Executive Officer and President of the Debtors in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 7] (the “First Day Declaration”). Capitalized terms used but not defined herein have the meaning ascribed to such terms in the First Day Declaration, the RSA (as defined herein) or the Bidding Procedures (as defined herein), as applicable.

³ The “Reserve Price” means a purchase price to be determined by the Required Consenting Stakeholders in consultation with the Debtors (i) for each group of the Debtors’ assets and, alternatively, (ii) for the assets comprising the Debtors’ business as a whole. The Debtors shall file notice of the Reserve Price no later than June 29, 2022.

Scenario and the Bidding Procedures will allow the Debtors to run a comprehensive marketing process to assess any bid or combination of bids that may exceed the value set forth by the applicable Reserve Price, thereby maximizing the value of their estates for the benefit of all parties in interest. Significantly, the Consenting Stakeholders have agreed to cap any credit bid they may make for all, substantially all or any group of the Debtors' assets (the "Assets") through the implementation of the Reserve Price mechanic, such that if one or more third parties submit a Qualified Bid or Qualified Bids for the applicable Assets that exceed the applicable Reserve Price, the Consenting Stakeholders will not submit a bid in excess of the Reserve Price (the "Credit Bid Cap"). With this framework in place, the Debtors will be able to pursue a robust and transparent marketing process in which all potential bidders will be told, with specificity, the exact value over which a substantial majority of the Debtors' prepetition secured creditors would support a sale of the Assets and would not overbid.

3. This Motion constitutes an integral first step in effectuating the restructuring process contemplated by the RSA. The Bidding Procedures will establish the ground rules for the Debtors' sale process and were designed by the Debtors, with the assistance of their advisors and in consultation with the Required Consenting Stakeholders and ABL DIP Lenders, to be fair and open and foster competitive bidding, including through the imposition of the Credit Bid Cap. Among other things, the Bidding Procedures will provide prospective bidders with approximately two months to conduct diligence on the Assets and submit a bid. When viewed in conjunction with the prepetition marketing and sale processes run by the Debtors and their advisors, the Debtors believe that this timeframe will provide sufficient opportunity for parties to submit bids on the Assets.

4. The Debtors believe that approval of the Bidding Procedures is necessary to ensure a full, fair and transparent sale process that will maximize the value of the Assets. Accordingly, the Debtors request that the Court grant this Motion and approve the Bidding Procedures.

Relief Requested

5. The Debtors hereby seek entry of the Bidding Procedures Order, substantially in the form attached hereto:

- (a) approving the proposed Bidding Procedures to be used in connection with a sale (each, a “Sale” or “Sale Transaction”) of all, substantially all, or one or more subsets of the Debtors’ Assets;
- (b) authorizing the Debtors to enter into one or more asset purchase agreements (each such agreement, an “Asset Purchase Agreement”) with one or more potential bidders;
- (c) scheduling an auction for the Assets (the “Auction”), if necessary, and the hearing with respect to the approval of the Sale(s) (the “Sale Hearing”) and approving the form and manner of notice thereof (the “Sale Notice”);
- (d) authorizing certain procedures related to the Debtors’ assumption and assignment of executory contracts and unexpired leases (the “Assumption and Assignment Procedures”) in connection with any Sale, including notice to each non-Debtor counterparty (each, a “Counterparty”) to an executory contract or unexpired lease (collectively, the “Contracts”) of (i) the possible assumption and assignment of certain Contracts in connection with a particular Sale and (ii) the Debtors’ proposed amounts required to cure all monetary defaults under such Contracts (the “Cure Costs”), if any (such notice substantially in the form attached as **Exhibit 3** to the Bidding Procedures Order, the “Assumption and Assignment Notice”); and
- (e) granting related relief.

6. In the event the Debtors pursue one or more Sale Transactions pursuant to the Bidding Procedures, the Debtors further seek entry of one or more orders (the “Sale Order” or “Sale Orders”), as applicable, authorizing and approving:

- (a) the Sale of all or any subset of Assets free and clear of all liens, claims, interests or encumbrances, except certain permitted encumbrances as determined by the Debtors and any purchaser of all or any subset of Assets, and subject to any defenses or claims of the Debtors with respect thereto, with liens to attach to the proceeds of such Sale(s);
- (b) the assumption and assignment of the Proposed Assumed Contracts; and
- (c) granting related relief.

Jurisdiction and Venue

7. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order.

8. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

9. The bases for the relief requested herein are sections 105(a) and 363 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 9013-1 of the Local Bankruptcy Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

Background

10. On April 11, 2022 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

11. Also on April 11, 2022, Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee (“Sungard AS Canada”) commenced proceedings (the “Canadian Proceedings”) under the Companies’ Creditors Arrangement Act

(Canada) in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) seeking recognition of its chapter 11 case. The Canadian Court granted the relief requested on April 14, 2022 and appointed Alvarez & Marsal Canada Inc. as information officer (the “Information Officer”) in the Canadian Proceedings.

12. The Debtors and their non-Debtor affiliates (collectively, the “Company”) provide high availability, cloud-connected infrastructure services built to deliver business resilience to their customers in the event of an unplanned business disruption, ranging from man-made events to natural disasters. Headquartered in Wayne, Pennsylvania, the Debtors employ approximately 585 individuals in the United States and Canada. The Company operates 55 facilities (comprising 24 data centers and 31 work area recovery centers) and provides services to approximately 2,001 customers across the United States, the United Kingdom, Canada, Ireland, France, India, Belgium, Luxembourg and Poland. The Company generated approximately \$587 million in revenue for fiscal year 2021 and, as of the Petition Date, the Debtors had approximately \$424 million in aggregate principal amount of prepetition funded debt obligations.

13. As described in further detail in the First Day Declaration, the Debtors commenced these chapter 11 cases nearly two years after emerging from prior prepackaged chapter 11 cases (the “Prior Cases”) that effectuated a swift and successful balance sheet restructuring, but did not comprehensively address the Company’s operating cost structure and capacity utilization challenges. After emerging from the Prior Cases, these operational issues have continued to weigh on the Company’s performance and ability to implement its business plan and invest in growth opportunities—efforts that have been further strained by the COVID-19 global pandemic.

14. In 2015, the Debtors retained an investment banker specializing in technology-based assets, DH Capital, LLC (“DH”), to assist in evaluating potential strategic alternatives for

the Company's various business lines and properties. From 2015 through the Petition Date, the Company and DH engaged with certain potential strategic and financial bidders on a sale or other value-maximizing transaction with respect to various subsets of Assets. While no definitive agreement was reached during the prepetition period, the Company received preliminary indications of interest and proposals from various bidders for different subsets of the Debtors' Assets (as well as certain assets of non-Debtor affiliates). Following the commencement of these chapter 11 cases, the Debtors and DH, together with the Debtors' proposed restructuring investment banker, Houlihan Lokey Capital, Inc. ("Houlihan"), have remained in active discussions with certain of these parties.

15. In addition, the Debtors and their advisors continue preparations for the launch of a broad and thorough marketing process to third parties, both strategic and industry participants as well as financial investors. The Debtors and their advisors are in the process of finalizing certain information to enable parties under a confidentiality agreement to conduct due diligence in connection with any bid, which will include establishing a virtual data room to facilitate interested parties' diligence requests, a management presentation to be distributed to potential bidders, a form asset purchase agreement and other relevant information.

The Proposed Sale and Bidding Procedures

I. Proposed Schedule.

16. The Debtors are seeking approval of the Bidding Procedures and the following schedule (the "Sale Schedule") to establish a clear and open process for the solicitation, receipt and evaluation of third party bids on a timeline that would allow the Debtors to consummate a sale of the Assets prior to the maturity date of the Debtors' DIP Facilities. A defined path toward effectuating the Sale will drive the sale process in an expeditious and efficient manner and is designed to encourage all prospective bidders to put their best bids forward in order to provide the

highest or otherwise best available recoveries to the Debtors' stakeholders without unduly prejudicing these chapter 11 estates.

17. To further ensure that the proposed Auction and sales process maximizes value for the benefit of the Debtors' estates, the Debtors will use the time following approval of the Bidding Procedures to continue to actively market their Assets. Subject to the Court's availability, the key dates and deadlines the Debtors seek to establish are as follows, as may be amended from time to time as necessary, subject to any consent rights set forth in the Bidding Procedures, the RSA and under the Debtors' DIP Facilities:

Date and Time	Event of Deadline
May 11, 2022	Hearing to consider entry of the Bidding Procedures Order
June 3, 2022	Deadline for Debtors to file Assumption and Assignment Notice
June 21, 2022 at 4:00 p.m. (prevailing Central Time)	Deadline to file any objections related to the proposed Sale Transaction(s), including Cure Objections
June 27, 2022	Deadline for the Required Consenting Stakeholders to have provided the Reserve Price
July 7, 2022 at 12:00 p.m. (prevailing Central Time)⁴	Final Bid Deadline
July 7, 2022 at 5:00 p.m. (prevailing Central Time)	Deadline to file replies in connection with the Sale Transaction(s)
July 11, 2022 at 10:00 a.m. (prevailing Eastern Time)	Auction, to be held at the offices of Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036 (if required)
July 13, 2022 at 4:00 p.m. (prevailing Central Time)	Deadline for Adequate Assurance Objections in connection with a Sale Transaction to a Successful Bidder(s) and any objections to the identity of the Successful Bidder(s)
July 14, 2022, as determined by, and subject to the availability of, the Court	Proposed hearing to approve proposed Sale Transaction(s)

⁴ Subject to the Debtors' limited extension right set forth in Section III of the Bidding Procedures.

II. The Bidding Procedures.

18. The Debtors will work with any potential bidder that, among other requirements: (i) demonstrates the financial capability to consummate a Sale; (ii) submits a bid that is a Qualified Bid (as defined herein); and (iii) the Debtors determine, in consultation with the Consultation Parties, should be considered a qualified bidder (the “Qualified Bidders”). The Bidding Procedures will provide potential bidders with ample notice and time to conduct due diligence and to submit binding bids.

19. Because the Bidding Procedures are attached as **Exhibit 1** to the Bidding Procedures Order, they are not restated fully herein. Generally speaking, however, the Bidding Procedures establish, among other things:⁵

Provision	Description
Assets	<p>The assets subject to the Bidding Procedures are all, substantially all, or one or more subsets of the Debtors’ assets (the “<u>Assets</u>”)</p> <p>A Prospective Bidder may bid on all, substantially all or any combination of the Assets, subject to the terms and conditions set forth in the Bidding Procedures.</p>
Due Diligence	<p>To gain access to due diligence materials, Prospective Bidders are required to deliver: (i) an executed confidentiality agreement; (ii) a statement and other factual supporting documents demonstrating a <i>bona fide</i> interest in purchasing the Assets; and (iii) preliminary proof by the Prospective Bidder of its financial capacity to close a proposed Sale Transaction.</p> <p>Upon execution of a valid confidentiality agreement, any Prospective Bidder identified as reasonably likely to be a Qualified Bidder that wishes to conduct due diligence on the Assets may be granted access to information regarding the Assets; <u>provided</u> that, if any Prospective Bidder is (or is affiliated with) a competitor of the Debtors, the Debtors will not be required to disclose to such Prospective Bidder any trade secrets or proprietary information, as determined by the Debtors in their reasonable discretion, subject to consultation with the Consultation Parties, unless the</p>

⁵ The following summary is provided for convenience purposes only. To the extent any of the terms described below are inconsistent with the Bidding Procedures, the Bidding Procedures control in all respects.

Provision	Description
	<p>confidentiality agreement executed by such Prospective Bidder is satisfactory to the Debtors to ensure that such trade secrets or proprietary information will not be used for an improper purpose or to gain an unfair competitive advantage.</p> <p>If the Debtors, in consultation with the Consultation Parties, determine at any time that a Prospective Bidder is not reasonably likely to qualify as a Qualified Bidder or fails to become a Qualified Bidder, then such Prospective Bidder shall not be entitled to receive further due diligence access or non-public information and all information provided by the Debtors prior to such time will be returned to the Debtors or destroyed in accordance with the terms of the applicable confidentiality agreement. The Debtors shall be entitled to revoke due diligence access to any Prospective Bidder that fails to become a Qualified Bidder.</p>
Final Bid Deadline	<p>Any Prospective Bidder that intends to participate in the Auction must submit its Final Bid on or before July 7, 2022 at 12:00 p.m. (prevailing Central Time) (the “<u>Final Bid Deadline</u>”) in writing to the Bid Notice Parties; <u>provided</u> that the Debtors, in consultation with the Consultation Parties’ legal and financial advisors, shall have the discretion to extend in writing the Final Bid Deadline for any Prospective Bidder.</p> <p>Any bid received after the Final Bid Deadline will not constitute a Qualified Bid unless agreed to by the Debtors after consultation with the Consultation Parties.</p>
Qualified Bid Requirements	<p>In order for a Final Bid to qualify as a Qualified Bid, it must contain the following:</p> <ul style="list-style-type: none"> • <u>Purchased Assets</u>. A Qualified Bid must identify: (i) the Assets to be purchased, including any Proposed Assumed Contracts; (ii) the liabilities, if any, to be assumed, including any debt to be assumed; (iii) the Purchase Price; (iv) the proposed form of adequate assurance of future performance with respect to any Proposed Assumed Contracts; (v) whether the Prospective Bidder intends to operate all or a portion of the Debtors’ business as a going concern (as applicable) or to liquidate the assets; (vi) whether the Prospective Bidder intends to offer future employment to any of the Debtors’ employees; and (vii) any post-closing transition support arrangements that the Prospective Bidder expects to need and a statement that such arrangements shall not result in any post-closing cost or expense to be incurred by the Debtors; • <u>Reserve Price</u>. Other than a sale to the Consenting Stakeholder Purchaser, a Qualified Bid for all of the Assets or multiple Qualified

Provision	Description
	<p>Bids for portions of the Assets (considered together for purposes of these Bidding Procedures) must provide for a cash purchase price to be paid at closing in an amount greater than the applicable Reserve Price;</p> <ul style="list-style-type: none"> • <u>Identification of Bidder.</u> A Qualified Bid must fully disclose the legal identity of each person or entity bidding for the applicable Assets and otherwise sponsoring, financing (including through the issuance of debt in connection with such bid) and/or participating in (including through license or similar arrangement with respect to the assets to be acquired in connection with such bid) such bid or the Auction in connection with such bid, and the complete terms of any such participation; • <u>Asset Purchase Agreement.</u> A Qualified Bid for some or all of the Assets must include (i) a duly authorized and executed Asset Purchase Agreement based on the form asset purchase agreement that the Debtors provided to Prospective Bidders and (ii) a proposed sale order based on the form sale order that the Debtors provide to Prospective Bidders, both modified to reflect such Qualified Bidder's proposed Sale Transaction (including all exhibits and schedules thereto), together with copies marked to show any amendments and modifications to (x) the form asset purchase agreement and (y) the form sale order; • <u>Credit Bidding.</u> Any Qualified Bidder that is a Secured Creditor (including the Consenting Stakeholder Purchaser) shall have the right to credit bid all or a portion of such Secured Creditor's claim on a dollar for dollar basis pursuant to Bankruptcy Code section 363(k); <u>provided</u> that a Secured Creditor shall have the right to credit bid its claim only with respect to the collateral by which such Secured Creditor is secured or as otherwise provided in any intercreditor agreement between more than one Secured Creditor; <u>provided further</u> that any credit bid by the Consenting Stakeholder Purchaser shall be subject to the Credit Bid Cap; <u>provided further</u> that any Challenge to the validity of any claims to be credit bid (subject to the terms of the DIP Orders) shall be adjudicated at the Sale Hearing or prior thereto. Nothing contained in the Bidding Procedures shall modify, limit or impair the rights of the Term Loan DIP Lenders or ABL DIP Lenders to credit bid as set forth in the DIP Orders; • <u>Financial Information.</u> A Qualified Bid must include a statement that the Prospective Bidder is financially capable of consummating the Sale Transaction(s) contemplated by the applicable Asset Purchase Agreement, together with additional documentation demonstrating such financial capability, including: (i) documentary proof of any financing

Provision	Description
	<p>sources (e.g., committed term sheets) and contact information for any applicable lenders; (ii) documentary proof (including bank deposit statements and capital commitment letters) that, upon closing of the applicable Sale Transaction, such Prospective Bidder will be able to pay the proposed Purchase Price; and (iii) if available, the Prospective Bidder's audited financial statements for the prior two years;</p> <ul style="list-style-type: none"> • <u>Good Faith Deposit.</u> Each Qualified Bid, other than a bid by the Consenting Stakeholder Purchaser, must be accompanied by a Good Faith Deposit in the form of cash in an amount equal to 10% of the Purchase Price offered to purchase the applicable Assets (or portion thereof); • <u>Adequate Assurance.</u> A Qualified Bid must include evidence of the Prospective Bidder's ability to comply with Bankruptcy Code section 365 (to the extent applicable), including providing adequate assurance of such Prospective Bidder's ability to perform future obligations arising under the contracts and leases proposed in its bid to be assumed by the Debtors and assigned to the Prospective Bidder, in a form that will permit the immediate dissemination of such evidence to the Counterparties to such contracts and leases; • <u>Representations and Warranties.</u> A Qualified Bid must include the following representations and warranties: (i) expressly state that the Prospective Bidder has had an opportunity to conduct any and all due diligence regarding the Debtors' businesses and the Assets prior to submitting its bid and (ii) a statement that the Prospective Bidder has relied solely upon its own independent review, investigation, and/or inspection of any relevant documents and the Assets in making its bid and did not rely on any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express or implied, by operation of law or otherwise, regarding the Debtors' businesses or the applicable Assets or the completeness of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in the Asset Purchase Agreement signed by the Prospective Bidder and ultimately accepted and executed by the Debtors; • <u>Authorization.</u> A Qualified Bid must include evidence of authorization and approval from the Prospective Bidder's board of directors (or comparable governing body) with respect to the submission, execution and delivery of a Final Bid, participation in the Auction and closing of the proposed Sale Transaction(s) in accordance with the terms of the

Provision	Description
	<p>Final Bid and the Bidding Procedures; <u>provided</u> that, if the Prospective Bidder is an entity specially formed for the purpose of effecting the Sale Transaction, a Qualified Bid must provide written evidence acceptable to the Debtors, in consultation with the Consultation Parties, of the approval by the equity holder(s) of such Prospective Bidder; and</p> <ul style="list-style-type: none"> • <u>Other Requirements.</u> The Bidding Procedures provide for other additional requirements.
Disqualification of Final Bids	<p>The Debtors, in the exercise of their business judgment and fiduciary duties and in consultation with the Consultation Parties, reserve the right to reject any Final Bid, including without limitation, if such Final Bid: (a) requires any indemnification by the Debtors in favor of the Prospective Bidder; (b) will not be reasonably capable of closing on or prior to the Outside Date; (c) is not received by the Final Bid Deadline; or (d) is subject to any contingencies (including covenants (other than customary covenants for transactions of this type), financing, due diligence and timing requirements) of any kind or any other conditions precedent to such party's obligation to acquire the applicable Assets.</p> <p>Any Final Bid rejected pursuant to the Bid Procedures shall not be deemed to be a Qualified Bid. In the event that any Final Bid is so rejected, the Debtors shall cause the Good Faith Deposit of such Prospective Bidder to be refunded within five business days after the Final Bid Deadline.</p>
Selecting Qualified Bidders	<p>A Final Bid received for all or any portion of the Assets that is determined by the Debtors, consistent with the Bidding Procedures and in consultation with the Consultation Parties, to meet the requirements set forth therein, will be considered a "Qualified Bid" and any bidder that submits a Qualified Bid will be considered a "Qualified Bidder." Any credit bid by the Consenting Stakeholder Purchaser shall constitute a Qualified Bid for all purposes, and the Consenting Stakeholder Purchaser shall be considered a Qualified Bidder.</p> <p>The Debtors will evaluate a Qualified Bid using any and all factors that the Debtors deem reasonably pertinent (in consultation with the Consultation Parties), including, without limitation: (i) the amount of the Purchase Price set forth in the Qualified Bid, including for the avoidance of doubt, whether (individually or in combination with other Final Bids) the bid provides cash sufficient to satisfy the Reserve Price, as is required to constitute a Qualified Bid; (ii) the risks and timing associated with consummating a Sale Transaction(s) with the Qualified Bidder; (iii) any Assets included in or excluded from the Qualified Bid, including any</p>

Provision	Description
	<p>Proposed Assumed Contracts; and (iv) the ability to obtain any and all necessary antitrust or other applicable regulatory approvals for the proposed Sale Transaction.</p> <p>The Debtors, after consultation with the Consultation Parties, will make a determination regarding which Final Bids qualify as Qualified Bids and as Baseline Bids (as defined below) and shall notify bidders whether they have been selected as Qualified Bidders prior to the Auction. Promptly upon designating a Final Bid to be a Qualified Bid, the Debtors shall provide the adequate assurance information received from the applicable Qualified Bidder to any Counterparty whose Contract would be assumed pursuant to such Qualified Bidder's proposed transaction.</p>
Auction	<p>If the Debtors receive more than one Qualified Bid, other than any bid by the Consenting Stakeholder Purchaser, for any of the Assets and the Debtors determine in the exercise of their business judgment and fiduciary duties and in consultation with the Consultation Parties that proceeding with the Auction would best promote the goals of the Bidding Procedures and maximize value for the Debtors' estates, the Debtors shall proceed with and conduct the Auction.</p> <p>The Auction, if required, will be conducted at the offices of Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036 on July 11, 2022 at 10:00 a.m. (prevailing Eastern Time), or at such other time and location as designated by the Debtors, in consultation with the Consultation Parties including via remote video or in person; <u>provided</u> that the Auction shall not be rescheduled on a date that is reasonably likely to result in closing the Sale Transaction(s) beyond the Outside Date.</p> <p>The Debtors shall have the right to conduct any number of Auctions on the date of the Auction to accommodate multiple Qualified Bids on disparate categories of Assets, if the Debtors determine, in their reasonable discretion, subject to consultation with the Consultation Parties, that conducting such Auctions would be in the best interests of the Debtors' estates.</p>
Baseline Bids	<p>Prior to the commencement of the Auction, the Debtors will provide copies of the Qualified Bid or combination of Qualified Bids that the Debtors determine in their reasonable business judgment, after consultation with the Consultation Parties, to be (individually or in combination) the highest or best Qualified Bid (all such bids together, the "<u>Baseline Bid</u>") to all other Qualified Bidders that have submitted a Qualified Bid prior to the Final Bid Deadline. Bidding at the Auction shall commence at the amount of the Baseline Bid.</p>

Provision	Description
Minimum Overbid	<p>At each round of bidding, Qualified Bidders may submit successive bids higher than the bid or combination of bids that the Debtors, in consultation with the Consultation Parties, have announced to be the highest or best offer for the applicable Assets (the “<u>Leading Bid</u>”) from the prior round (or the Baseline Bid for the first round), based on and increased in an amount of at least \$1,000,000 or such other amount as the Debtors may determine, in consultation with the Consultation Parties, from the Leading Bid (or Baseline Bid for the first round) for the applicable Assets (each such bid, a “<u>Minimum Overbid</u>”). The Debtors may, in their reasonable discretion, subject to consultation with the Consultation Parties, announce increases or reductions to the amount of a Minimum Overbid at any time during the Auction.</p>
Highest or Best Offer	<p>The Debtors shall have the right to determine, in their reasonable discretion, and in consultation with the Consultation Parties, which bid is the highest or best bid with respect to the applicable Asset(s); <u>provided</u> that the Debtors cannot accept any bid (or group of separate bids when aggregated together) that does not satisfy the Reserve Price in cash at the closing of the Sale Transaction(s) other than a bid submitted by the Consenting Stakeholder Purchaser.</p>
Backup Bids	<p>Immediately prior to the conclusion of the Auction, the Debtors shall (a) determine, in consultation with the Consultation Parties and consistent with the Bidding Procedures, which Qualified Bid is the next highest or next best Qualified Bid for the applicable Assets after the Successful Bid (each such Qualified Bid, a “<u>Backup Bid</u>”) and (b) notify all Qualified Bidders at the Auction for the applicable Asset(s) of the identity of the Backup Bidder and the amount of the Purchase Price and other material terms of the Backup Bid. As a condition to remaining the Backup Bidder, the Backup Bidder shall wire to the Debtors in immediately available funds the Incremental Deposit Amount, calculated based on the Purchase Price of the Backup Bid, no later than one business day following the date on which the Auction Results Notification is made. The Consenting Stakeholder Purchaser shall not be obligated to serve as a Backup Bidder.</p> <p>The Backup Bid shall remain binding on the Backup Bidder until the earlier of (a) the closing of a Sale Transaction for the applicable Assets pursuant to the Successful Bid and (b) 45 days after the date of the Sale Hearing, unless the Backup Bidder elects, in writing provided to the Debtors, for the Backup Bid to remain binding on the Backup Bidder for a longer period of time (the “<u>Backup Bidder Election</u>”). If the Successful Bidder for the applicable Assets fails to consummate a Sale Transaction, the Backup Bidder with respect to such Assets shall be deemed the new Successful Bidder for such Assets, and the Debtors will be authorized, but</p>

Provision	Description
	not required, to consummate a Sale Transaction for the applicable Assets with the Backup Bidder without further order of the Court.
Auction Results	On or before one business day after the Auction, the Debtors shall file with the Court, serve on the Sale Notice Parties and cause to be published on the website maintained by the Debtors' claim and noticing agent, Kroll Restructuring Administration, LLC located at https://cases.ra.kroll.com/SungardAS/ (the " <u>Kroll Website</u> "), the results of the Auction, which shall include (i) a copy of the Successful Bid(s) and Backup Bid(s) and (ii) the identities of the Successful Bidder(s) and Backup Bidder(s).

20. Importantly, the Bidding Procedures recognize and comply with the Debtors' fiduciary obligations to maximize sale value, and, as such, do not impair the Debtors' ability to consider all Qualified Bids made at or prior to the Auction, and, as noted, preserve the Debtors' right to modify the Bidding Procedures as necessary or appropriate to maximize value for the Debtors' estates.

III. Notice Procedures.

21. The Debtors also request approval of the Sale Notice, substantially in the form attached to the Bidding Procedures Order as **Exhibit 2**. Within three business days after entry of the Bidding Procedures Order, the Debtors will serve the Sale Notice on (a) the Consultation Parties, (b) all persons and entities known by the Debtors to have expressed an interest to the Debtors in a Sale Transaction involving any of the Assets during the past 12 months, including any person or entity that has submitted a bid for any of the Assets, as applicable, (c) all persons and entities known by the Debtors to have asserted any lien, claim, interest or encumbrance in the Assets (for whom identifying information and addresses are available to the Debtors), (d) all non-Debtor parties to any Contracts that are proposed to be assumed or rejected in connection with a Sale Transaction, (e) any governmental authority known to have a claim against the Debtors in

these cases, (f) the United States Attorney General, (g) the Antitrust Division of the United States Department of Justice, (h) the United States Attorney for the Southern District of Texas, (i) the Office of the Attorney General in each state in which the Debtors operate, (j) the Federal Trade Commission, (k) the office of the United States Trustee for the Southern District of Texas, (l) counsel for any official committee appointed in these chapter 11 cases, (m) counsel for PNC Bank, National Association, as administrative agent under the Debtors' prepetition revolving credit facility and ABL DIP facility, (n) counsel for Alter Domus Products Corp., as the administrative agent under each of the Debtors' prepetition term loan facilities, (o) counsel for the ad hoc group of term loan lenders and term loan DIP lenders, (p) counsel for Acquiom Agency Services LLC, as term loan DIP agent under the Debtors' term loan DIP facility, (q) the Internal Revenue Service, (r) the United States Securities and Exchange Commission, (s) all of the Debtors' known creditors (for whom identifying information and addresses are known to the Debtors), (t) all parties who have filed a notice of appearance and request for service of papers in these Cases pursuant to Bankruptcy Rule 2002 or a notice of appearance in the Canadian Proceedings and (u) all other persons and entities as directed by the Court.

22. In addition, the Debtors will also: (a) post the Sale Notice and Bidding Procedures Order on the Kroll Website no later than three business days after entry of the Bidding Procedures Order; and (b) cause the information contained in the Sale Notice to be published once in the national edition of the *New York Times* (the "Publication Notice") no later than five business days after entry of the Bidding Procedures Order.

23. The procedures described above, together with the Assumption and Assignment Procedures described below, constitute adequate and reasonable notice of the key dates and deadlines for the Sale or Sales, including, among other things, the deadline to object to the Sale or

Sales, assumption and assignment of Contracts and Cure Costs, the Auction, the Final Bid Deadline and the Sale Hearing.

IV. Summary of the Assumption and Assignment Procedures.

24. In connection with any Sale Transaction, the Debtors propose to assume and assign to the Successful Bidder(s) the applicable Proposed Assumed Contracts. The Assumption and Assignment Procedures will, among other things, notify the Counterparties of the potential assumption and assignment of their Contracts and the Debtors' calculation of Cure Costs with respect thereto. Specifically, the Assumption and Assignment Procedures provide that:

- (a) Assumption and Assignment Notice. No later than **June 3, 2022**, the Debtors shall (a) file with the Court, (b) serve on (i) each non-Debtor counterparty to a Contract (each, a "Counterparty"), (ii) the Consultation Parties and (iii) all persons and entities known by the Debtors to have expressed an interest to the Debtors in a Sale Transaction involving any of the Assets during the past 12 months, including any person or entity that has submitted a bid for any of the Assets, as applicable, and (c) cause to be published on the Kroll Website, the Assumption and Assignment Notice, substantially in the form attached to the Bidding Procedures Order as **Exhibit 3**, which shall: (1) identify the Contracts; (2) list the Debtors' good faith calculation of Cure Costs with respect to each Contract; (3) state that assumption or assignment of a Contract is not guaranteed and is subject to the Debtors' and a purchaser's determination to assume or assign such Contract and Court approval; and (4) conspicuously disclose the deadline to file objections to the assumption and assignment of the Debtors' Contracts. In the event that the Debtors identify any Counterparties that either (a) did not have their applicable Contract(s) listed in the Assumption and Assignment Notice or (b) were not served with the Assumption and Assignment Notice, the Debtors may subsequently add such Contract(s) to the Assumption and Assignment Notice and file such revised notice with the Court and/or serve such Counterparty with the Assumption and Assignment Notice (as applicable), and the following procedures will nevertheless apply to such Counterparty; provided, however, that the deadline to file a Cure Objection (as defined below) with respect to such Counterparty shall be 4:00 p.m. (prevailing Central Time) on the date that is the later to occur of **(i) seven days following service of the supplemental Assumption and Assignment Notice or (ii) June 21, 2022.**

Promptly upon designating a Final Bid to be a Qualified Bid, the Debtors shall serve, by email to the extent email addresses are available to the Debtors and otherwise by overnight mail, the adequate assurance

information received from the Qualified Bidder on any Counterparty (and their counsel, if identified in any notice of appearance filed in these chapter 11 cases) whose Contract may be assumed pursuant to such Qualified Bidder's proposed transaction. Such information shall include the legal name of the proposed assignee, information regarding the proposed assignee's financial ability to perform under the Contracts and a contact person with the proposed assignee that Counterparties may contact if they wish to obtain further information regarding the Qualified Bidder.

- (b) Proposed Assumed Contracts Notice. As soon as reasonably practicable after the conclusion of the Auction, the Debtors shall file a list of the Contracts that the Debtors will seek to assume and assign pursuant to one or more Asset Purchase Agreements submitted by a Successful Bidder (the "Proposed Assumed Contracts Notice" and, each Contract listed therein, a "Proposed Assumed Contract") with the Court, serve such notice on the Counterparties to such Proposed Assumed Contracts and the Consultation Parties, by email to the extent such parties have consented to email service and email addresses are available to the Debtors and otherwise via overnight mail, and cause such notice to be published on the Kroll Website.
- (c) Objection Recipients. Any Counterparty that wishes to object to the assumption or assumption and assignment of a Contract must file with the Court and serve its objection on the Objection Recipients.
- (d) Cure Costs Objections.
 - (i) Deadline: Any Counterparty that wishes to object to the proposed assumption and assignment of the applicable Contract, the subject of which objection is the Debtors' proposed Cure Costs to cure any outstanding monetary defaults then existing under such contract (each, a "Cure Objection"), shall file with the Court and serve on the Objection Recipients its Cure Objection, which must state, with specificity, the legal and factual bases therefor, including any appropriate documentation in support thereof, by no later than **June 21, 2022**.
 - (ii) Resolution: The Debtors, in consultation with the Consultation Parties, and a Counterparty that has filed a Cure Objection shall first confer in good faith to attempt to resolve the Cure Objection without Court intervention. If the parties are unable to consensually resolve the Cure Objection prior to the commencement of the Sale Hearing, the Court shall make all necessary determinations relating to the applicable Cure Costs and Cure Objections at a hearing scheduled pursuant to the Bidding Procedures Order. If a Cure Objection is resolved in a manner that is not in the best interests of the Debtors and their estates, whether or not such resolved Cure Objection occurs prior to or after the closing of the applicable Sale Transaction,

the Debtors or (to the extent the applicable Successful Bidder is responsible for paying the applicable Cure Cost under the applicable Asset Purchase Agreement) the applicable Successful Bidder may determine that any Proposed Assumed Contract subject to such resolved Cure Objection will no longer be assumed and assigned pursuant to the applicable Sale Transaction (subject to the terms of the applicable Sale Transaction). All other objections to the proposed assumption and assignment of the Debtors' right, title and interest in, to and under a Contract, if it is ultimately designated a Proposed Assumed Contract, will be heard at the Sale Hearing.

- (iii) Adjournment: If a timely filed Cure Objection cannot otherwise be resolved by the parties, such objection may be heard by the Court at the Sale Hearing or subsequent to the Sale Hearing (an "Adjourned Cure Objection"); provided that the determination of whether a Cure Objection may be heard at the Sale Hearing is in the discretion of the Debtors, in consultation with the Consultation Parties, and approval of the Court. An Adjourned Cure Objection may be resolved after the closing date of the applicable Sale Transaction(s); provided that the Sale Transaction provides for the establishment of a cash reserve equal to the cure amount the objecting Counterparty reasonably believes is required to cure the asserted monetary default under the applicable Proposed Assumed Contract (or as otherwise may be provided under the applicable Sale Transaction agreement or as so ordered by the Court). Upon resolution of an Adjourned Cure Objection and the payment of the applicable cure amount, if any, the applicable Proposed Assumed Contract that was the subject of such Adjourned Cure Objection shall be deemed assumed and assigned to the applicable Successful Bidder, as of the closing date of the applicable Sale Transaction(s).
- (iv) Failure to Timely Object: If a Counterparty fails to timely file with the Court and serve on the Objection Recipients a Cure Objection, (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 Proposed Assumed Contract(s) against the Debtors or any Successful Bidder(s) or their respective property (unless the Counterparty has filed a timely Adequate Assurance Objection (as defined below) with respect to such Proposed Assumed Contract(s)) 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 such Proposed Assumed Contract(s) under Bankruptcy Code section 365(b),

notwithstanding anything to the contrary in any Proposed Assumed Contract, or any other document.

(e) Adequate Assurance Objections.

- (i) Deadline: Any Counterparty to a Proposed Assumed Contract that wishes to object to the proposed assumption and assignment of the Proposed Assumed Contract, the subject of which objection is a Successful Bidder's proposed form of adequate assurance of future performance with respect to such Contract (each, an "Adequate Assurance Objection"), shall file with the Court and serve on the Objection Recipients an Adequate Assurance Objection, which must state, with specificity, the legal and factual bases therefor, including any appropriate documentation in support thereof, by no later than the later to occur of **(i) 24 hours after the Auction has closed or (ii) July 13, 2022 at 12:00 p.m. (prevailing Central Time).**
- (ii) Resolution of Objections: The Debtors and a Counterparty that has filed an Adequate Assurance Objection shall first confer in good faith to attempt to resolve the Adequate Assurance Objection without Court intervention. If the parties are unable to consensually resolve the Adequate Assurance Objection prior to the commencement of the Sale Hearing, such objection and all issues of adequate assurance of future performance of the applicable Successful Bidder shall be determined by the Court at the Sale Hearing.
- (iii) Failure to Timely Object: If a Counterparty fails to timely file with the Court and serve on the Objection Recipients an Adequate Assurance Objection, (a) the Counterparty shall be deemed to have consented to the assumption and assignment of the applicable Proposed Assumed Contract(s) and adequate assurance of future performance in connection therewith to the applicable Successful Bidder and forever shall be barred from asserting any objection with regard to such assumption and assignment (unless the Counterparty has filed a timely Cure Objection with respect to such Proposed Assumed Contract(s)) or adequate assurance of future performance in connection therewith or any other claims related to such Proposed Assumed Contract(s) against the Debtors or any Successful Bidder(s) or their respective property and (b) the applicable Successful Bidder shall be deemed to have provided adequate assurance of future performance with respect to the applicable Proposed Assumed Contract(s) in accordance with Bankruptcy Code section 365(f)(2)(B), notwithstanding anything to the contrary in any Proposed Assumed Contract, or any other document.

V. The Canadian Proceedings.

25. Sungard AS Canada intends to seek recognition of the Bidding Procedures Order by the Canadian Court, which request will be considered at a hearing before the Canadian Court on May 12, 2022, or such later date in accordance with the Canadian Court's availability. If applicable, Sungard AS Canada also intends to seek entry of an order by the Canadian Court for recognition in the Canadian Proceedings of any relevant Sale Order.

Basis for Relief

I. The Bidding Procedures Are Fair, Designed to Maximize the Value Received for the Assets, and Are Consistent with the Debtors' Reasonable Business Judgment.

26. Bankruptcy Code section 363 and Bankruptcy Rule 6004(f)(1) authorize debtors to sell property outside the ordinary course of business by private sale or by auction. Specifically, Bankruptcy Code section 363(b) provides that “[t]he [debtor in possession], after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate” 11 U.S.C. § 363(b)(1). Bankruptcy Code section 105(a) empowers bankruptcy courts to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

27. The procedures used in selling estate assets are subject to the debtor's business judgment, which is entitled to substantial deference, as long as the debtor articulates an adequate business justification. *See, e.g., In re Cont'l Air Lines, Inc.*, 780 F.2d 1223, 1226 (5th Cir. 1986) (“[F]or a debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside of the ordinary course of business.”); *In re Asarco, L.L.C.*, 650 F.3d 593, 601 (5th Cir. 2011) *aff'g* 441 B.R. 813, 824 (S.D. Tex. 2010) (“Section 363 of the Bankruptcy Code addresses the debtor's use of property of the estate and incorporates a business judgment

standard.”); *In re Crutcher Resources Corp.*, 72 B.R. 628, 631 (Bankr. N.D. Tex. 1987) (“A Bankruptcy Judge has considerable discretion in approving a § 363(b) sale of property of the estate other than in the ordinary course of business but the movant must articulate some business justification for the sale.”).

28. The paramount goal in any proposed sale of property of the estate is to maximize the proceeds received by the estate. *See, e.g., In re Bigler LP*, 443 B.R. 101, 115 (Bankr. S.D. Tex. 2010) (explaining that the two goals for a sale of the debtors’ assets are “maximizing value for the estate and preserving the integrity of the judicial process”); *In re Edwards*, 228 B.R. 552, 561 (Bankr. E.D. Pa. 1998) (“The purpose of procedural bidding orders is to facilitate an open and fair public sale designed to maximize value for the estate.”). To that end, courts uniformly recognize that procedures intended to enhance competitive bidding are consistent with the goal of maximizing the value received by the estate and therefore are appropriate in the context of bankruptcy transactions. *See, e.g., In re Integrated Res., Inc.*, 147 B.R. 650, 659 (S.D.N.Y. 1992) (bidding procedures “are important tools to encourage bidding and to maximize the value of the debtor’s assets”); *In re Fin. News Network, Inc.*, 126 B.R. 152, 156 (Bankr. S.D.N.Y. 1991) (“court-imposed rules for the disposition of assets . . . [should] provide an adequate basis for comparison of offers, and [should] provide for a fair and efficient resolution of bankrupt estates”).

29. The Debtors have carefully evaluated a number of qualitative and quantitative factors in designing a process that they believe will maximize the value of their estates, produce maximum recoveries and result in a successful restructuring. This process includes the approval of the Bidding Procedures, which are designed to promote active bidding from seriously interested parties and to elicit the highest or otherwise best offers available for all, substantially all, or one or more subsets of the Debtors’ Assets. The Debtors are confident that the Bidding Procedures will

allow the Debtors to solicit offers and conduct a sale in a controlled, fair and open fashion that will encourage participation by financially capable bidders who can demonstrate the ability to take on the assets, obligations and liabilities being transferred. In particular, the Bidding Procedures contemplate an open auction process with minimum barriers to entry and provide potential bidding parties with sufficient time to perform due diligence and acquire the information necessary to submit timely and well-informed bids.

30. At the same time, the Bidding Procedures provide the Debtors with an opportunity to consider competing bids and select the highest or otherwise best offers for the completion of the sale. As such, creditors of the Debtors' estates can be assured that the consideration obtained will be fair and reasonable at or above market, with a floor to be established and disclosed to all parties in the form of the Reserve Price and the Credit Bid Cap. Accordingly, for all of the foregoing reasons, the Debtors believe that the Bidding Procedures will encourage robust bidding for the Assets and are appropriate under the relevant standards governing auction proceedings and bidding incentives in bankruptcy proceedings and should be approved.

II. The Form and Manner of the Sale Notice Should Be Approved.

31. Bankruptcy Rules 2002(a)(2) and 2002(i) generally require Debtors to provide creditors with a minimum of 21-days' notice of a proposed sale of property outside the ordinary course of business under Bankruptcy Code section 363(b)(1) by mail to "the debtor, the trustee, all creditors and indenture trustees" and any committee appointed under Bankruptcy Code section 1102. Bankruptcy Rule 2002(c) requires any such notice to include the time and place of the auction, the hearing and the deadline for filing any objections to the relief requested therein. Courts are authorized to limit notice of a proposed sale to the United States trustee, any official committee appointed under Bankruptcy Code 1102, and any other creditor or equity holder who requests notice. The Debtors seek approval of the Sale Notice as proper notice of the Auction. The Debtors

submit that notice of this Motion and the related hearing to consider entry of the Bidding Procedures Order, coupled with service of the Sale Notice, as provided for herein, constitutes good and adequate notice of the Auction and the proceedings with respect thereto in compliance with, and satisfaction of, the applicable requirements of Bankruptcy Rule 2002. Accordingly, the Debtors request that this Court approve the form and manner of the Sale Notice.

III. The Assets May Be Sold Free and Clear of Liens, Claims, Interests and Encumbrances under Bankruptcy Code Section 363(f).

32. Bankruptcy Code section 363(f) authorizes a debtor to sell assets free and clear of all liens, claims, interests and encumbrances provided that one of the following conditions is met:

- i. applicable non-bankruptcy law permits sale of such property free and clear of such interests;
- ii. such entity consents;
- iii. such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- iv. such interest is in bona fide dispute; or
- v. such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

33. As Bankruptcy Code section 363(f) is stated in the disjunctive, when selling property of the estate, it is only necessary for a debtor to meet one of the five conditions of section 363(f). *See id.*; *Mich. Employment Sec. Comm'n v. Wolverine Radio Co. (In re Wolverine Radio Co.)*, 930 F.2d 1132, 1147 n.24 (6th Cir. 1991) (stating that Bankruptcy Code section 363(f) written in disjunctive; holding that court may approve sale “free and clear” provided at least one of the subsections of section 363(f) is met); *In re Nature Leisure Times, LLC*, No. 06-41357, 2007 WL 4554276, at *3 (Bankr. E.D. Tex. Dec. 19, 2007) (“The language of § 363(f) is in the disjunctive such that a sale free and clear of an interest can be approved if any one of the aforementioned conditions contained in § 363(f) are satisfied.”).

34. A sale free and clear of all liens, claims, interests and encumbrances is necessary to maximize the value of the Assets. A sale subject to liens, claims, interests and encumbrances would result in a lower purchase price and be of substantially less benefit to the Debtors' estates. At the Sale Hearing, the Debtors will demonstrate that the proposed Sale or Sales satisfies at least one of the five conditions in Bankruptcy Code section 363(f). To the extent that the Court finds that the Sale or Sales satisfies Bankruptcy Code section 363(f), the Debtors request that the Court also hold that the Sale or Sales is free and clear of successor liability relating to the Debtors' businesses. The purpose of a free and clear sale under section 363(f) would be frustrated if claimants could thereafter assert claims arising from the debtor's pre-sale conduct against the eventual purchaser. Moreover, the absence of such assurance may chill bidding or result in reduced bids.

IV. Credit Bidding Should Be Authorized Under Bankruptcy Code Section 363(k).

35. A secured creditor is allowed to "credit bid" the amount of its claim in a sale. Bankruptcy Code section 363(k) provides, in relevant part, that unless the court for cause orders otherwise, the holder of a claim secured by property that is the subject of the sale "may bid at such sale, and, if the holder of such claim purchases such property, such holder may offset such claim against the purchase price of such property." 11 U.S.C. § 363(k). Even if a secured creditor is undersecured as determined in accordance with Bankruptcy Code section 506(a), section 363(k) allows such secured creditor to bid the total face value of its claim and does not limit the credit bid to the claim's economic value. *See In re Submicron Sys. Corp.*, 432 F.3d 448, 459-60 (3d Cir. 2006) (explaining that "[i]t is well settled among district court and bankruptcy courts that creditors can bid the full face value of their secured claims under section 363(k)").

36. Accordingly, validly secured creditors should be entitled to credit bid some or all of the claims secured by their collateral in accordance with the Bidding Procedures, pursuant to

Bankruptcy Code section 363(k). As set forth above, the Consenting Stakeholders representing approximately 80% of each of the First Lien Credit Agreement Claims and Second Lien Credit Agreement Claims have agreed to the Credit Bid Cap, thereby encouraging the submission of one or more Bids which exceed the applicable Reserve Price.

V. The Assumption and Assignment Procedures Should Be Approved.

37. To facilitate and effectuate a Sale or Sales, the Debtors are seeking approval of the Assumption and Assignment Procedures. The Assumption and Assignment Procedures are reasonable and necessary to properly notify parties of potential assumptions and/or assignments and provide the contract and lease counterparties with sufficient time to determine the accuracy of the proposed cure amount and whether the Debtors have provided adequate assurance of future performance.

38. The Debtors believe that they can and will demonstrate at the Sale Hearing that the requirements for assumption and assignment of the Assigned Contracts to a Successful Bidder will be satisfied. As required by the Bidding Procedures, the Debtors will evaluate the financial wherewithal of potential bidders before designating such party a Qualified Bidder or Successful Bidder (*e.g.*, financial credibility, willingness and ability of the interested party to perform under the Assigned Contracts), including as it relates to such Qualified Bidder's willingness and ability to perform under the Assigned Contracts assigned to the Successful Bidder. Further, the Assumption and Assignment Procedures provide the Court and other interested parties ample opportunity to evaluate and, if necessary, challenge the ability of a Successful Bidder to provide adequate assurance of future performance and object to the assumption of the Assigned Contracts or proposed cure amounts. The Court therefore will have a sufficient basis to authorize the Debtors to reject or assume and assign the Assigned Contracts as set forth in the definitive agreement of a Successful Bidder.

39. Accordingly, the Debtors submit that the Assumption and Assignment Procedures, including the form and manner of the Assumption and Assignment Notice and the Proposed Assumed Contracts Notice, should be approved as reasonable and necessary measures to adequately notify parties in interest and conducting the proposed sale process in a fair, efficient, and proper manner.

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

40. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Emergency Consideration

41. The Debtors request emergency consideration of the Motion pursuant to Bankruptcy Local Rule 9013. Due to the time sensitive nature of the transactions contemplated under the RSA, the Debtors seek approval of the Bidding Procedures and entry of the Bidding Procedures Order on an expedited basis. A hearing on the requested relief on May 11, 2022 will allow the Debtors to provide sufficient notice to parties in interest of upcoming hearings and the contemplated Auction and Sale Hearing in accordance with the timelines provided under the RSA and DIP Orders. Accordingly, the Debtors request that the Court approve the relief requested herein on an emergency basis.

Reservation of Rights

42. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law;

(b) a waiver of the Debtors', or any other party in interest's, right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt or reject any agreement, contract or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity or perfection or to seek avoidance of all such liens.

Notice

43. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) counsel for any official committee appointed in these chapter 11 cases; (c) the entities listed as holding the 30 largest unsecured claims against the Debtors (on a consolidated basis); (d) counsel for PNC Bank, National Association, as the administrative agent under the Debtors' prepetition revolving credit facility and ABL DIP facility; (e) counsel for Alter Domus Products Corp., as the administrative agent under each of the Debtors' prepetition term loan facilities; (f) counsel for the ad hoc group of term loan lenders and the term loan DIP lenders; (g) counsel for Acquiom Agency Services LLC, as term loan DIP agent under the Debtors' term loan DIP facility; (h) the United States Attorney's Office for the Southern District of Texas; (i) counsel to the Information Officer; (j) the Internal Revenue Service; (k) the United

States Securities and Exchange Commission; (l) the Environmental Protection Agency and all similar state environmental agencies for states in which the Debtors conduct business; (m) the state attorneys general in the states where the Debtors conduct their business operations; and (n) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no further notice is necessary.

WHEREFORE, the Debtors request entry of an order, substantially in the form of the Bidding Procedures Order filed with this Motion, granting the relief requested herein and granting such other relief as the Court deems just, proper and equitable.

Dated: April 22, 2022
Houston, Texas

/s/ Jennifer F. Wertz

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Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Jennifer F. Wertz

Jennifer F. Wertz

Certificate of Service

I certify that on April 22, 2022, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Jennifer F. Wertz

Jennifer F. Wertz

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

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

**ORDER (I)(A) APPROVING BIDDING
PROCEDURES FOR THE SALE OF THE DEBTORS' ASSETS, (B)
SCHEDULING AN AUCTION AND APPROVING THE FORM AND
MANNER OF NOTICE THEREOF, (C) APPROVING ASSUMPTION
AND ASSIGNMENT PROCEDURES AND (D) SCHEDULING A SALE
HEARING AND APPROVING THE FORM AND MANNER OF NOTICE
THEREOF; (II)(A) APPROVING THE SALE OF THE DEBTORS' ASSETS
FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES
AND (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES; AND (III) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"): (a) (i) approving the proposed Bidding Procedures to be used in connection with a Sale of all, substantially all, or one or more groups of the Assets; (ii) authorizing the Debtors to enter into one or more Asset Purchase Agreements with one or more potential bidders; (iii) scheduling an Auction for the Assets, if necessary, and Sale Hearing and approving the form and manner of notice thereof; (iv) authorizing the Assumption and Assignment Procedures in connection with any Sale, including notice to each

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

Counterparty to a Contract of the Debtors' proposed Cure Costs, if any, and notice of the Proposed Assumed Contracts in connection with a particular Sale; and (b) seeking entry of one or more orders, as applicable, authorizing and approving: (i) the Sale of all or any subset of Assets free and clear of all liens, claims, interests or encumbrances, except certain permitted encumbrances as determined by the Debtors and any purchaser of all or any subset of Assets, and subject to any defenses or claims of the Debtors with respect thereto, with liens to attach to the proceeds of such Sale(s); (ii) the assumption and assignment of the Proposed Assumed Contracts; and (iii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; 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 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 FOUND AND DETERMINED THAT:

1. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

2. The Bidding Procedures are fair, reasonable and appropriate and are designed to promote participation and active bidding and ensure that the highest or otherwise best value is generated for the Assets.

3. The procedures set forth in this Order relating to the Debtors' assumption and assignment of executory contracts and unexpired leases (the "Assumption and Assignment Procedures") are fair, reasonable and appropriate and comply with the provisions of Bankruptcy Code section 365.

4. The Bidding Procedures were negotiated at arm's length, in good faith and without collusion. The Bidding Procedures balance the Debtors' interests in emerging expeditiously from the chapter 11 cases while preserving the opportunity to attract value-maximizing proposals beneficial to the Debtors' estates, their creditors and other parties in interest.

5. The Debtors have articulated good and sufficient business reasons for this Court to grant the relief requested in the Motion, including, without limitation, to approve the Bidding Procedures and the Assumption and Assignment Procedures. Such compelling and sound business justification, which was set forth in the Motion and on the record at the Hearing, are incorporated herein by reference and, among other things, form the basis for the Court's findings of fact and conclusions of law herein.

6. The Sale Notice, Publication Notice, Assumption and Assignment Notice and Proposed Assumed Contracts Notice are appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Auction, the Sale Hearing, the Bidding Procedures, the Assumption and Assignment Procedures, Cure Costs, the Proposed Assumed Contracts and all relevant and important dates and deadlines with respect to the foregoing, and no other or further notice of the Sale or Sales, the Auction or the assumption and assignment of Contracts in connection therewith shall be required.

IT IS HEREBY ORDERED THAT:

7. All objections to the relief granted herein that have not been withdrawn with prejudice, waived, or settled, and all reservations of rights included in such objections, are overruled and denied on the merits with prejudice, and the Bidding Procedures are approved as set forth herein.

I. Important Dates and Deadlines.

8. The following timeline is hereby approved:

Date and Time	Event of Deadline
May 11, 2022	Hearing to consider entry of the Bidding Procedures Order
June 3, 2022	Deadline for Debtors to file Assumption and Assignment Notice
June 21, 2022 at 4:00 p.m. (prevailing Central Time)	Deadline to file any objections related to the proposed Sale Transaction(s), including Cure Objections
June 27, 2022	Deadline for the Required Consenting Stakeholders to have provided the Reserve Price
July 7, 2022 at 12:00 p.m. (prevailing Central Time)³	Final Bid Deadline
July 7, 2022 at 5:00 p.m. (prevailing Central Time)	Deadline to file replies in connection with the Sale Transaction(s)

³ Subject to the Debtors' limited extension right set forth in Section III of the Bidding Procedures.

July 11, 2022 at 10:00 a.m. (prevailing Eastern Time)	Auction, to be held at the offices of Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036 (if required)
July 13, 2022 at 4:00 p.m. (prevailing Central Time)	Deadline for Adequate Assurance Objections in connection with a Sale Transaction to a Successful Bidder(s) and any objections to the identity of the Successful Bidder(s)
July 14, 2022, as determined by, and subject to the availability of, the Court	Proposed hearing to approve proposed Sale Transaction(s)

II. Auction, Bidding Procedures and Related Relief.

9. The Bidding Procedures, substantially in the form attached hereto as **Exhibit 1**, are fully incorporated herein and approved in their entirety, and the Bidding Procedures shall govern the submission, receipt, and analysis of all Bids relating to any proposed Sale Transaction. Any party desiring to bid on all, substantially all, or any subset of Assets shall comply with the Bidding Procedures and this Order. The Debtors are authorized to take all actions as are necessary or appropriate to implement the Bidding Procedures.

10. The Bidding Procedures shall apply to the Prospective Bidders and Qualified Bidders and the conduct of the sale of the Assets and the Auction.

11. Only a Qualified Bidder that has submitted a Qualified Bid will be eligible to participate at the Auction, subject to the Bidding Procedures. Any credit bid by the Consenting Stakeholder Purchaser shall constitute a Qualified Bid for all purposes, subject to satisfaction of certain Qualified Bid Requirements as set forth in the Bidding Procedures. Other than a bid by the Consenting Stakeholder Purchaser, no bid shall constitute a Qualified Bid unless such bid provides for a cash purchase price to be paid at closing in an amount greater than the applicable Reserve Price. As described in the Bidding Procedures and subject to the Reserve Price, if the Debtors receive no more than one Qualified Bid, other than any Bid by the Consenting Stakeholder Purchaser, with respect to any of the Assets, the Debtors may determine, in their reasonable

discretion, in consultation with the Consultation Parties, not to hold the Auction for such Assets and instead declare such Qualified Bid(s) as the Successful Bid(s) on such Assets and request at the Sale Hearing that the Court approve the applicable Asset Purchase Agreement with the applicable Successful Bidder(s).

12. If the Auction is conducted: (a) each Qualified Bidder participating in the Auction shall be required to confirm in writing that it has not engaged in any collusion with respect to the bidding process or the Sale; (b) each Qualified Bidder participating in the Auction shall be required to confirm that its Qualified Bid is a binding, good faith, bona fide offer and that it intends to consummate the proposed Sale Transaction if selected as the Successful Bidder; and (c) the Auction shall be conducted openly and shall be transcribed.

13. Pursuant to the Bidding Procedures, including any applicable consent and consultation rights therein, the Debtors may (a) determine which Qualified Bid is the highest or otherwise best offer, (b) reject any Bid that the Debtors determine is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code or the Bidding Procedures or (iii) contrary to the best interests of the Debtors' estates and their creditors and (c) impose such other terms and conditions upon Qualified Bidders as the Debtors determine to be in the best interests of the Debtors' estates in these chapter 11 cases.

14. Unless consented to in writing by the Debtors, subject to consultation with the Consultation Parties, no person or entity shall be entitled to any expense reimbursement, break-up fees or other bid protection (collectively, the "Bid Protections"), and by submitting a Bid, such person or entity is deemed to have waived their right to request or to file with this Court or the Canadian Court any request for expense reimbursement or any fee of any nature in connection with such Bid, whether by virtue of Bankruptcy Code section 503(b) or otherwise; provided that the Debtors may,

in consultation with the Consultation Parties, seek approval of any such Bid Protections from this Court on shortened notice to the extent that the Debtors determine, in their business judgment, that such Bid Protections are necessary or advisable.

III. Sale Notice

15. The form of Sale Notice attached hereto as **Exhibit 2** is approved and fully incorporated into this Order. The failure to specifically include a reference to any particular provision of the Bidding Procedures in the Sale Notice shall not diminish or impair the effectiveness of such provision.

16. Within three business days after entry of this Order, the Debtors shall serve the Sale Notice on the Sale Notice Parties.

17. As soon as reasonably practicable, but in no event later than three business days after entry of this Order, the Debtors will post the Sale Notice and this Order on the Kroll Website.

18. No later than five business days after entry of this Order, the Debtors shall cause the information contained in the Sale Notice to be published in the national edition of the *New York Times*.

IV. Sale Hearing

19. Objections to any Sale Transaction, including any objection to the sale of any Assets free and clear of liens, claims, interests and encumbrances pursuant to Bankruptcy Code section 363(f) and entry of any Sale Order must (a) be in writing and specify the nature of such objection, (b) comply with the Bankruptcy Code, Bankruptcy Rules, Bankruptcy Local Rules and all orders of the Court; and (c) be filed with the Court and served on the Objection Recipients by **June 21, 2022 at 4:00 p.m. (prevailing Central Time)**; provided that any Adequate Assurance Objection in connection with a Sale Transaction to a Successful Bidder(s) or as to the identity of the

Successful Bidder(s) must be filed with the Court and served on the Objection Recipients by **July 13, 2022 at 12:00 p.m. (prevailing Central Time)**.

20. The Sale Hearing shall be conducted on July 14, 2022 at ____ a/p.m. (prevailing Central Time).

21. If any party fails to timely file with the Court and serve on the Objection Recipients a Sale Objection, such party shall be (a) barred from asserting, at the applicable Sale Hearing or thereafter, any objection to the relief requested in the Motion, or to the consummation and performance of the applicable Sale Transaction(s), including the transfer of Assets to the applicable Successful Bidder(s), free and clear of all liens, claims, interests and encumbrances pursuant to Bankruptcy Code section 363(f), and (b) deemed to consent to such “free and clear” sale for purposes of Bankruptcy Code section 363(f).

22. Any Challenge (as defined in the DIP Orders) to the validity of any claims to be credit bid shall be adjudicated at the Sale Hearing or prior thereto. Nothing contained in this Order or the Bidding Procedures shall modify, limit or impair the rights of the Term Loan DIP Lenders or ABL DIP Lenders to credit bid as set forth in the DIP Orders.

23. If the Successful Bidder fails to consummate a proposed Sale Transaction, a hearing to authorize the assumption and assignment of applicable Contracts to the Backup Bidder will be held before the Court on no less than five business days’ notice, with objections due at least one day prior to such hearing, unless otherwise ordered by the Court. For the avoidance of doubt, the scope of such hearing shall be limited to issues relating to adequate assurance of future performance by the Backup Bidder, and the assignments of any Contracts to the Backup Bidder.

V. Assumption and Assignment Procedures

24. The Assumption and Assignment Notice attached hereto as **Exhibit 3** is approved and fully incorporated into this Order. The failure to specifically include a reference to any particular provision of the Bidding Procedures in the Assumption and Assignment Notice shall not diminish or impair the effectiveness of such provision.

25. No later than **June 3, 2022**, the Debtors shall (a) file with this Court, (b) serve on (i) each non-Debtor counterparty to a Contract (each, a “Counterparty”), (ii) the Consultation Parties and (iii) all persons and entities known by the Debtors to have expressed an interest to the Debtors in a Sale Transaction involving any of the Assets during the past 12 months, including any person or entity that has submitted a bid for any of the Assets, as applicable, and (c) cause to be published on the Kroll Website, the Assumption and Assignment Notice, substantially in the form attached hereto as **Exhibit 3**, which shall: (1) identify the Contracts; (2) list the Debtors’ good faith calculation of Cure Costs with respect to each Contract; (3) state that assumption or assignment of a Contract is not guaranteed and is subject to the Debtors’ and a purchaser’s determination to assume or assign such Contract and approval of the Court and, if applicable, the Canadian Court; and (4) conspicuously disclose the deadline to file objections to the assumption and assignment of the Debtors’ Contracts.

26. In the event that the Debtors identify any Counterparties that either (a) did not have their applicable Contract(s) listed in the Assumption and Assignment Notice or (b) otherwise were not served with the Assumption and Assignment Notice, the Debtors may subsequently add such Contract(s) to the Assumption and Assignment Notice and file such revised notice with the Court and/or serve such Counterparty with the Assumption and Assignment Notice (as applicable), and the following procedures will nevertheless apply to such Counterparty; provided, however, that the

deadline to file a Cure Objection with respect to such counterparty shall be 4:00 p.m. (prevailing Central Time) on the date that is **the later to occur of (i) seven days following service of the supplemental Assumption and Assignment Notice or (ii) June 21, 2022.**

27. Promptly upon designating a Final Bid to be a Qualified Bid, the Debtors shall serve, by email to the extent email addresses are available to the Debtors and otherwise by overnight mail, the adequate assurance information received from the Qualified Bidder on any Counterparty (and their counsel, if identified in any notice of appearance filed in these chapter 11 cases) whose Contract may be assumed pursuant to such Qualified Bidder's proposed transaction. Such information shall include the legal name of the proposed assignee, information regarding the proposed assignee's financial ability to perform under the Contracts and a contact person with the proposed assignee that Counterparties may contact if they wish to obtain further information regarding the Qualified Bidder.

28. As soon as reasonably practicable after the conclusion of the Auction, the Debtors shall file a list of the Contracts that the Debtors will seek to assume and assign pursuant to one or more Asset Purchase Agreements submitted by a Successful Bidder (the "Proposed Assumed Contracts Notice") and, each Contract listed therein, a "Proposed Assumed Contract") with the Court, serve such notice on the Counterparties to such Proposed Assumed Contracts and the Consultation Parties, by email to the extent such parties have consented to email service and email addresses are available to the Debtors and otherwise via overnight mail, and also cause such notice to be published on the Kroll Website.

29. Any Counterparty that wishes to object to the proposed assumption and assignment of the applicable Contract, the subject of which objection is the Debtors' proposed Cure Costs to cure any outstanding monetary defaults then existing under such contract (each, a "Cure

Objection”), shall file with this Court and serve on the Objection Recipients its Cure Objection, which must state, with specificity, the legal and factual bases therefor, including any appropriate documentation in support thereof, by no later than **June 21, 2022 at 4:00 p.m. (prevailing Central Time)**.

30. The Debtors, in consultation with the Consultation Parties and a Counterparty that has filed a Cure Objection shall first confer in good faith to attempt to resolve the Cure Objection without Court intervention. If the parties are unable to consensually resolve the Cure Objection prior to the commencement of the Sale Hearing, the Court shall make all necessary determinations relating to the applicable Cure Costs and Cure Objections at a hearing scheduled pursuant to the following paragraph. If a Cure Objection is resolved in a manner that is not in the best interests of the Debtors and their estates, whether or not such resolved Cure Objection occurs prior to or after the closing of the applicable Sale Transaction, the Debtors or (to the extent the applicable Successful Bidder is responsible for paying the applicable Cure Cost under the applicable Asset Purchase Agreement) the applicable Successful Bidder may determine that any Proposed Assumed Contract subject to such resolved Cure Objection will no longer be assumed and assigned pursuant to the applicable Sale Transaction (subject to the terms of the applicable Sale Transaction). All other objections to the proposed assumption and assignment of the Debtors’ right, title and interest in, to, and under a Contract, if it is ultimately designated a Proposed Assumed Contract, will be heard at the Sale Hearing.

31. If a timely filed Cure Objection cannot otherwise be resolved by the parties, such objection may be heard by the Court at the Sale Hearing or subsequent to the Sale Hearing (an “Adjourned Cure Objection”); provided that the determination of whether a Cure Objection may be heard at the Sale Hearing is in the discretion of the Debtors, in consultation with the

Consultation Parties, and approval of the Court. An Adjourned Cure Objection may be resolved after the closing date of the applicable Sale Transaction(s); provided that the Sale Transaction provides for the establishment of a cash reserve equal to the cure amount the objecting Counterparty reasonably believes is required to cure the asserted monetary default under the applicable Proposed Assumed Contract (or as otherwise may be provided under the applicable Sale Transaction agreement or as so ordered by the Court). Upon resolution of an Adjourned Cure Objection and the payment of the applicable cure amount, if any, the applicable Proposed Assumed Contract that was the subject of such Adjourned Cure Objection shall be deemed assumed and assigned to the applicable Successful Bidder, as of the closing date of the applicable Sale Transaction(s).

32. If a Counterparty fails to timely file with the Court and serve on the Objection Recipients a Cure Objection, (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 Proposed Assumed Contract(s) against the Debtors or any Successful Bidder(s) or their respective property (unless the Counterparty has filed a timely Adequate Assurance Objection with respect to such Proposed Assumed Contract(s)) 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 such Proposed Assumed Contract(s) under Bankruptcy Code section 365(b), notwithstanding anything to the contrary in any Proposed Assumed Contract, or any other document.

33. Any Counterparty to a Proposed Assumed Contract that wishes to object to the proposed assumption and assignment of the Proposed Assumed Contract, the subject of which

objection is a Successful Bidder's proposed form of adequate assurance of future performance with respect to such Contract (each, an "Adequate Assurance Objection"), shall file with this Court and serve on the Objection Recipients an Adequate Assurance Objection, which must state, with specificity, the legal and factual bases therefor, including any appropriate documentation in support thereof, by no later than **the later to occur of (i) 24 hours after the Auction has closed or (ii) July 13, 2022 at 12:00 p.m. (prevailing Central Time).**

34. The Debtors and a Counterparty that has filed an Adequate Assurance Objection shall first confer in good faith to attempt to resolve the Adequate Assurance Objection without Court intervention. If the parties are unable to consensually resolve the Adequate Assurance Objection prior to the commencement of the Sale Hearing, such objection and all issues of adequate assurance of future performance of the applicable Successful Bidder shall be determined by the Court at the Sale Hearing.

35. If a Counterparty fails to timely file with the Court and serve on the Objection Recipients an Adequate Assurance Objection, (a) the Counterparty shall be deemed to have consented to the assumption and assignment of the applicable Proposed Assumed Contract(s) and adequate assurance of future performance in connection therewith to the applicable Successful Bidder and forever shall be barred from asserting any objection with regard to such assumption and assignment (unless the Counterparty has filed a timely Cure Objection with respect to such Proposed Assumed Contract(s)) or adequate assurance of future performance in connection therewith or any other claims related to such Proposed Assumed Contract(s) against the Debtors or any Successful Bidder(s) or their respective property and (b) the applicable Successful Bidder shall be deemed to have provided adequate assurance of future performance with respect to the applicable Proposed Assumed Contract(s) in accordance with Bankruptcy Code section 365(f)(2)(B),

notwithstanding anything to the contrary in any Proposed Assumed Contract, or any other document.

VI. Miscellaneous

36. Notwithstanding anything to the contrary herein or in the Bidding Procedures (other than any applicable consent and consultation rights therein), the Debtors, with the consent of the Required Consenting Stakeholders, may determine in their reasonable business judgment to suspend or cancel the marketing and bidding process for any Assets in favor of the Equitization Scenario.

37. All persons or entities (whether or not Qualified Bidders) that participate in the bidding process shall be deemed to have knowingly and voluntarily (a) consented to the entry of a final order by this Court in connection with the Motion to the extent that it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution and (b) waived any right to jury trial in connection with any disputes relating to the any of the foregoing matters.

38. All parties in interest shall receive or be deemed to have received good and sufficient notice of the Motion and of the Auction, and no further notice of the foregoing shall be required except as expressly set forth herein.

39. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the amount of, basis for or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion

or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt or reject any agreement, contract or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity or perfection or to seek avoidance of all such liens.

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

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

42. Subject to the recognition of the Bidding Procedures Order by the Canadian Court in the Canadian Proceedings and only as it relates to the assets of Sungard AS Canada in Canada, the Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

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

Houston, Texas

Dated: _____, 2022

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Bidding Procedures

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

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

BIDDING PROCEDURES

On April 11, 2022 (the “Petition Date”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101, *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

On April 11, 2022, Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuïte des Affaires (Canada) Ltee (“Sungard AS Canada”) commenced proceedings (the “Canadian Proceedings”) under the Companies’ Creditors Arrangement Act (Canada) in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) seeking recognition of its chapter 11 case. The Canadian Court granted the relief requested on April 14, 2022 and appointed Alvarez & Marsal Canada Inc. as information officer (the “Information Officer”) in the Canadian Proceedings.

The Debtors filed the chapter 11 cases after entering into a restructuring support agreement [Docket No. 7, Ex. 1] (the “RSA”)² with holders of in excess of 80% of the First Lien Credit Agreement Claims and in excess of 80% of the Second Lien Credit Agreement Claims (collectively, the “Consenting Stakeholders”). The RSA contemplates two potential restructuring scenarios: (a) the Equitization Scenario and/or (b) the Sale Scenario. The Equitization Scenario serves as a baseline restructuring proposal, by which the Debtors will seek confirmation of a debt-for-equity chapter 11 plan (the “Plan”). The Equitization Scenario will be pursued solely to the extent that the Sale Scenario does not result in a bid or bids that exceed the applicable Reserve Price, each as further described below. By the Sale Scenario, the Debtors intend to continue their

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 Continuïte 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 Capitalized terms used herein but not otherwise defined have the meanings set forth in the Motion or the RSA, as applicable.

prepetition marketing and bidding process pursuant to the following bidding procedures (the “Bidding Procedures”). The Sale Scenario and the Bidding Procedures contemplate, among other things, that the Consenting Stakeholders will establish, in consultation with the Debtors, a Reserve Price (as defined below) for each group of the Debtors’ assets (the “Assets”) and, alternatively, for the Assets comprising the Debtors’ businesses as a whole. The Consenting Stakeholders have agreed to cap any credit bid that they may make for the Assets at the Reserve Price (the “Credit Bid Cap”),³ such that if one or more third parties submit a Qualified Bid or Qualified Bids for the Assets that, standing alone or in the aggregate, exceed the applicable Reserve Price, the Consenting Stakeholders will agree not to bid over the Reserve Price. In the event that the Consenting Stakeholder Purchaser (*i.e.*, the entity to be formed by the Consenting Stakeholders to bid on some or all of the Assets) is the Successful Bidder or the Reserve Price is not satisfied, and the Required Consenting Stakeholders elect to consummate the Restructuring Transaction through the Plan pursuant to the Required Consenting Stakeholder Election, the Debtors will pursue confirmation of the Plan in accordance with the Equitization Scenario. To the extent that the Required Consenting Stakeholders elect to purchase all, substantially all or one or more groups of the Assets pursuant to a sale under Bankruptcy Code section 363, the Debtors will withdraw or modify the Plan in accordance with the RSA to allow the Consenting Stakeholder Purchaser to effect such Bankruptcy Code section 363 sale transaction.

On April 22, 2022, in furtherance of the Sale Scenario, the Debtors filed with the Court a motion [Docket No. ___] (the “Motion”) (a) seeking entry of an order: (i) authorizing and approving Bidding Procedures to be used in connection with the sale (each, a “Sale” or “Sale Transaction”) of all, substantially all or one or more groups of the Assets; (ii) authorizing the Debtors to enter into one or more asset purchase agreements (each such agreement, an “Asset Purchase Agreement”) with one or more potential bidders; (iii) scheduling an auction for the Assets (the “Auction”), if necessary, and the hearing with respect to the approval of the Sale(s) (the “Sale Hearing”) and approving the form and manner of notice thereof; (iv) authorizing certain procedures related to the Debtors’ assumption and assignment of executory contracts and unexpired leases (the “Assumption and Assignment Procedures”) in connection with any Sale, including notice to each non-Debtor counterparty (each, a “Counterparty”) to an executory contract or unexpired lease (collectively, the “Contracts”) of the Debtors’ proposed cure amounts to cure all monetary defaults under the Contracts (the “Cure Costs”), if any, and notice of proposed assumption and assignment of certain Contracts (collectively, the “Proposed Assumed Contracts”) in connection with a particular Sale, (b) seeking entry of one or more orders, as applicable, authorizing and approving (i) the Sale of Assets free and clear of all liens, claims, interests or encumbrances, except certain permitted encumbrances as determined by the Debtors and any purchaser of the Assets, and subject to any defenses or claims of the Debtors with respect thereto, with liens to attach to the proceeds of such Sale(s), and (ii) the assumption and assignment of the Proposed Assumed Contracts and (c) granting related relief, all pursuant to Bankruptcy Code sections 105(a), 363 and 365, Rules 2002, 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 9013-1 of the Local Rules of

³ The claims subject to the Credit Bid Cap include all claims held by the Consenting Stakeholders, including First Lien Credit Agreement Claims, Second Lien Credit Agreement Claims, the Non-Extending Second Lien Credit Agreement Claims and the Term Loan DIP Facility Agreement Claims.

Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Bankruptcy Local Rules”).

On [], 2022, the Court entered the *Order (I)(A) Approving Bidding Procedures for the Sale of the Debtors’ Assets, (B) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (C) Approving Assumption and Assignment Procedures and (D) Scheduling a Sale Hearing and Approving The Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No.] (the “Bidding Procedures Order”). Pursuant to and in accordance with the Bidding Procedures Order, the Debtors are authorized to employ the Bidding Procedures in connection with a Sale and are empowered to take all actions necessary or appropriate to implement a Sale, subject to the approval of the Court at the Sale Hearing.

Set forth below are the Bidding Procedures that will be employed in connection with the Sale of all, substantially all or one or more groups of the Assets.

The ability to undertake and consummate any Sale(s) of the Assets shall be subject to competitive bidding as set forth herein and approval by the Court. The Debtors, in consultation with the Consultation Parties (as defined below), will consider bids for any or all of the Assets in a single bid from a single bidder or in multiple bids from multiple bidders, provided that any such bid or combination of bids considered together constitutes a Qualified Bid (as defined below). Any bid for a subset of the Assets, even if such bid is the highest or best bid for such subset of the Assets, is subject to higher or better bids on broader groups of the Assets or on all Assets. Likewise, any bids on all of the Assets are subject to bids on subsets of the Assets that are in the aggregate higher or better bids. Assets will be sold free and clear of all liens, claims, interests and encumbrances (unless otherwise assumed by the applicable purchaser), with such liens, claims, interests and encumbrances attaching to the proceeds of the Sale Transaction in the same order of priority and with the same validity, force and effect that such liens, claims, interests and encumbrances had before the Sale Transaction, subject to any rights, claims and defenses of the Debtors or their estates, as applicable, or as otherwise provided in an order of the Court approving the Sale Transaction.

Copies of the Bidding Procedures Order and any other document in the Debtors’ chapter 11 cases are available upon request to Kroll Restructuring Administration LLC, by calling the restructuring hotline at (844) 224-1140 (US/Canada toll-free) or (646) 979-4408 (international) or by visiting the Debtors’ restructuring website at <https://cases.ra.kroll.com/SungardAS/>.

I. KEY DATES AND DEADLINES⁴

May 11, 2022	Hearing to consider entry of the Bidding Procedures Order
June 3, 2022	Deadline for Debtors to file Assumption and Assignment Notice
June 21, 2022 at 4:00 p.m. (prevailing Central Time)	Deadline to file any objections related to the proposed Sale Transaction(s), including Cure Objections
June 27, 2022	Deadline for Required Consenting Stakeholders to have provided the Reserve Price
July 7, 2022 at 12:00 p.m. (prevailing Central Time)	Final Bid Deadline
July 7, 2022 at 5:00 p.m. (prevailing Central Time)	Deadline to file replies in connection with the Sale Transaction(s)
July 11, 2022 at 10:00 a.m. (prevailing Eastern Time)	Auction, to be held at the offices of Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036 (if required)
July 13, 2022 at 12:00 p.m. (prevailing Central Time)	Deadline for Adequate Assurance Objections in connection with a Sale Transaction to a Successful Bidder(s) and any objections to the identity of the Successful Bidder(s)
July 14, 2022, as determined by, and subject to the availability of, the Court	Proposed hearing to approve proposed Sale Transaction(s)

II. DUE DILIGENCE

To be eligible to participate in the bidding process, each person or entity that desires to participate in the bidding process (each, a “Prospective Bidder”) must first deliver to the Debtors (the “Prospective Bidder Requirements”):

- an executed confidentiality agreement, in form and substance satisfactory to the Debtors;
- the identity of the Prospective Bidder, including its legal name, jurisdiction and form of organization, and details regarding the ownership and capital structure of the Prospective Bidder, as well as the identity of any controlling persons, significant direct or indirect equity or debt investors, and/or guarantors of such entity, and any known connections the Prospective Bidder has to the Debtors or their advisors, any

⁴ Capitalized terms used in this section but not otherwise defined have the meanings given to them in the Motion or elsewhere in the Bidding Procedures.

statutory committee appointed in these chapter 11 cases or its advisors or any creditor or equity interest holder of the Debtors;

- a statement and other factual support demonstrating to the Debtors' reasonable satisfaction that the Prospective Bidder has a *bona fide* interest in purchasing the Assets; and
- preliminary proof by the Prospective Bidder of its financial capacity to close a proposed Sale Transaction, which may include current unaudited or verified financial statements of, or verified financial commitments obtained by, the Prospective Bidder (or, if the Prospective Bidder is an entity formed for the purpose of acquiring the property to be sold, the party that will bear liability for a breach), the adequacy of which the Debtors and its advisors will determine; provided that such proof shall not be required to the extent that the Prospective Bidder's financial capacity is reasonably known and satisfactory to the Debtors' advisors, with such determination being made in consultation with the Consultation Parties' advisors.

Upon execution of a valid confidentiality agreement, any Prospective Bidder identified by the Debtors as reasonably likely to be a Qualified Bidder (as defined below) that wishes to conduct due diligence on the Assets may be granted access to information regarding the Assets; provided, that, if any Prospective Bidder is (or is affiliated with) a competitor of the Debtors, the Debtors will not be required to disclose to such Prospective Bidder any trade secrets or proprietary information, as determined by the Debtors in their reasonable discretion, subject to consultation with the Consultation Parties, unless the confidentiality agreement executed by such Prospective Bidder is satisfactory to the Debtors to ensure that such trade secrets or proprietary information will not be used for an improper purpose or to gain an unfair competitive advantage. If the Debtors, in consultation with the Consultation Parties, determine at any time that a Prospective Bidder is not reasonably likely to qualify as a Qualified Bidder or fails to become a Qualified Bidder, then such Prospective Bidder shall not be entitled to receive further due diligence access or non-public information and all information provided by the Debtors prior to such time will be returned to the Debtors or destroyed in accordance with the terms of the applicable confidentiality agreement. The Debtors shall be entitled to revoke due diligence access to any Prospective Bidder that fails to become a Qualified Bidder.

The Debtors shall inform the Consultation Parties of any entity that satisfies the Prospective Bidder Requirements and shall consult with the Consultation Parties prior to revoking due diligence access granted to any such entity.

The Debtors will work to accommodate all reasonable requests for additional information and due diligence access from Prospective Bidders. All due diligence requests shall be directed to the following:

- proposed special investment banker to the Debtors, DH Capital, LLC ("DH"), 810 Seventh Avenue, Suite 2005, New York, NY 10019, Attn.: Adam Lewis (alewis@dhcapital.com), Remington Yee (ryee@dhcapital.com), Andrew Vrana (avrana@dhcapital.com); and

- proposed restructuring investment banker to the Debtors, Houlihan Lokey Capital, Inc. (“Houlihan”), 245 Park Avenue, 20th Fl., New York, NY 10167, Attn.: Thomas Hedus (thedus@hl.com), Ethan Kopp (ekopp@hl.com).

III. BID DEADLINE

Any Prospective Bidder that intends to participate in the Auction must submit its final, binding bid (a “Final Bid”) on or before **July 7, 2022 at 12:00 p.m. (prevailing Central Time)** (the “Final Bid Deadline”) in writing to the Bid Notice Parties (as defined below); provided that the Debtors, in consultation with the Consultation Parties’ legal and financial advisors, shall have the discretion to extend in writing the Final Bid Deadline for any Prospective Bidder. Any bid received after the Final Bid Deadline will not constitute a Qualified Bid unless (i) agreed to by the Debtors after consultation with the Consultation Parties and (ii) agreed to by the Required Consenting Stakeholders. Except in connection with a Final Bid by the Consenting Stakeholder Purchaser, a Good Faith Deposit (as defined below) must be contemporaneously provided with any Final Bid by wire transfer of immediately available funds pursuant to delivery instructions to be provided by the Debtors prior to the Final Bid Deadline.

The Debtors shall promptly provide copies of all Final Bids received to the Consultation Parties; provided that the Debtors shall not be required to provide to any Consultation Party any material, nonpublic information regarding bids for the Assets if such Consultation Party submits a bid to purchase all or any portion of the Assets. Further, the Debtors shall not be required to consult (but, in their reasonable business judgment, may determine to consult) with any Consultation Party pursuant to the terms of these Bidding Procedures if such party is an active bidder at the applicable time of consultation.

IV. BID REQUIREMENTS

A. Qualified Bid Requirements

In order for a Final Bid to qualify as a “Qualified Bid,” the Final Bid must be in writing and the Debtors, in consultation with the Consultation Parties, must determine that the Final Bid satisfies the following requirements (the “Qualified Bid Requirements”); provided that any credit bid by the Consenting Stakeholder Purchaser shall constitute a Qualified Bid for all purposes subject to satisfaction of certain Qualified Bid Requirements:⁵

1. Purchased Assets. A Qualified Bid must identify the following:
 - a) the Assets to be purchased, including any Proposed Assumed Contracts;

⁵ For the avoidance of doubt, the Qualified Bid Requirements to be satisfied by a Final Bid submitted by the Consenting Stakeholder Purchaser shall be section IV.A.1, 3, 4, 8, 9, 10 and 11 (other than (a) and (g) in regard to serving as a Backup Bidder, (c) in regard to expense reimbursement subject to the DIP Orders, and (k) in regard to inclusion of a proposed sale order)).

- b) the liabilities, if any, to be assumed, including any debt to be assumed;
 - c) the cash purchase price of, and any other consideration offered in connection with, the Final Bid (the “Purchase Price”);
 - d) the proposed form of adequate assurance of future performance with respect to any Proposed Assumed Contracts, including the legal name of any proposed assignee of a Proposed Assumed Contract and the proposed use of any leased premises;
 - e) whether the Prospective Bidder intends to operate all or a portion of the Debtors’ business as a going concern (as applicable) or to liquidate the applicable Assets;
 - f) whether the Prospective Bidder intends to offer future employment to any of the Debtors’ employees; and
 - g) any post-closing transition support arrangements that the Prospective Bidder expects to need and a statement that such arrangements shall not result in any post-closing cost or expense to be incurred by the Debtors.
2. Reserve Price. Other than a sale to the Consenting Stakeholder Purchaser, no Final Bid shall constitute a Qualified Bid for all of the Assets or multiple Qualified Bids for portions of the Assets (considered together for purposes of these Bidding Procedures) unless such Final Bid or Final Bids provide for a cash purchase price to be paid at closing in an amount greater than the applicable Reserve Price.⁶ The Purchase Price from the Sale or, if more than one, each Sale shall not include any adjustments, credits and/or escrow requirements that would result in the Purchase Price from each Sale or Sales (in the aggregate) irrevocably paid in cash on the closing dates being less than the Reserve Price.
3. Identification of Bidder. A Qualified Bid must fully disclose the legal identity of each person or entity bidding for the applicable Assets and otherwise sponsoring, financing (including through the issuance of debt in connection with such bid), participating in (including through license or similar arrangement with respect to the assets to be acquired in connection with such bid) such bid or the Auction in connection with such bid, and the complete terms of any such participation.

⁶ No later than June 29, 2022, the Debtors shall file a notice with the Court of the Reserve Price. The “Reserve Price” means a purchase price to be determined by the Required Consenting Stakeholders in consultation with the Debtors (i) for each group of the Debtors’ assets and, alternatively, (ii) for the assets comprising the Debtors’ business as a whole.

4. Asset Purchase Agreement. A Qualified Bid for some or all of the Assets must include (i) a duly authorized and executed Asset Purchase Agreement based on the form asset purchase agreement that the Debtors provided to Prospective Bidders and (ii) a proposed sale order based on the form sale order that the Debtors provide to Prospective Bidders, both modified to reflect such Qualified Bidder's proposed Sale Transaction (including all exhibits and schedules thereto), together with copies marked to show any amendments and modifications to (x) the form asset purchase agreement and (y) the form sale order. The Asset Purchase Agreement must provide an outside date for closing that is no later than July 29, 2022 (the "Outside Date"), provided that (i) such date may be extended for an additional one month, solely to the extent the Debtors have otherwise complied with the terms of the applicable Definitive Documents (as defined in the RSA) and all other events and actions necessary for occurrence of closing of such Sale have occurred other than the receipt of regulatory or other approval of a government unit necessary for occurrence of the closing and (ii) the parties, including the Consenting Stakeholders, shall negotiate in good faith for a further reasonable extension of the closing date of such Sale if the Debtors have otherwise complied with the terms of the applicable Definitive Documents and all other events and actions necessary for occurrence of closing of such Sale have occurred other than the receipt of regulatory or other approval of a government unit necessary for occurrence of the closing, provided, further, that in the event of a sale to the Consenting Stakeholder Purchaser, the Outside Date shall be subject to the terms of the RSA.

5. Credit Bidding. Any Qualified Bidder, including the Consenting Stakeholder Purchaser, that has a valid and perfected lien on any Assets of the Debtors' estates (a "Secured Creditor") shall have the right to credit bid all or any portion of the Secured Creditor's claim on a dollar for dollar basis pursuant to section 363(k) of the Bankruptcy Code; provided that a Secured Creditor shall have the right to credit bid its claim only with respect to the collateral by which such Secured Creditor is secured or as otherwise provided in any intercreditor agreement between more than one Secured Creditor; provided further that any credit bid by the Consenting Stakeholder Purchaser shall be subject to the Credit Bid Cap; provided further that any Challenge to the validity of any claims to be credit bid (subject to the terms of the DIP Orders) shall be adjudicated at the Sale Hearing or prior thereto. Nothing contained in these Bidding Procedures shall modify, limit, or impair the rights of the Term Loan DIP Lenders or ABL DIP Lenders to credit bid as set forth in the DIP Orders.

6. Financial Information. A Qualified Bid must include a statement that the Prospective Bidder is financially capable of consummating the Sale Transaction(s) contemplated by the applicable Asset Purchase Agreement, together with additional documentation demonstrating such financial capability, including: (i) documentary proof of any financing sources (*e.g.*, committed term sheets) and contact information for any applicable lenders;

(ii) documentary proof (including bank deposit statements and capital commitment letters) that, upon closing of the applicable Sale Transaction, such Prospective Bidder will be able to pay the proposed Purchase Price; and (iii) if available, the Prospective Bidder's audited financial statements for the prior two years.

7. Good Faith Deposit. Each Qualified Bid must be accompanied by a good faith deposit (the "Good Faith Deposit") in the form of cash in an amount equal to 10% of the Purchase Price offered to purchase the applicable Assets (or portion thereof). All Good Faith Deposits shall be held in escrow in a non-interest bearing account identified by the Debtors until no later than five business days after the conclusion of the Auction unless such bidder is selected as the Successful Bidder or as a Backup Bidder (as hereinafter defined) and thereafter returned to the respective Qualified Bidders in accordance with the Bidding Procedures. The Backup Bidder's Good Faith Deposit shall be returned by the Debtors upon the earlier of (a) three business days after the closing of the Sale Transaction with the Successful Bidder and (b) 45 days from the date of the Sale Hearing, except as provided in Section V.C below, in connection with a Backup Bidder Election. The Debtors reserve the right to increase the Good Faith Deposit for one or more Qualified Bidders (as defined below) in their reasonable discretion with the consent of the Consultation Parties. Notwithstanding the Foregoing, the Consenting Stakeholder Purchaser shall not be required to submit a Good Faith Deposit.
8. Adequate Assurance. A Qualified Bid must include evidence of the Prospective Bidder's ability to comply with Bankruptcy Code section 365 (to the extent applicable), including providing adequate assurance of such Prospective Bidder's ability to perform future obligations arising under the contracts and leases proposed in its bid to be assumed by the Debtors and assigned to the Prospective Bidder, in a form that will permit the immediate dissemination of such evidence to the Counterparties to such contracts and leases.
9. Representations and Warranties. A Qualified Bid must include the following representations and warranties:
 - a) expressly state that the Prospective Bidder has had an opportunity to conduct any and all due diligence regarding the Debtors' businesses and the Assets prior to submitting its bid; and
 - b) a statement that the Prospective Bidder has relied solely upon its own independent review, investigation, and/or inspection of any relevant documents and the Assets in making its bid and did not rely on any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express or implied, by operation of law or otherwise, regarding the Debtors' businesses

or the applicable Assets or the completeness of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in the Asset Purchase Agreement signed by the Prospective Bidder and ultimately accepted and executed by the Debtors.

10. Authorization. A Qualified Bid must include evidence of authorization and approval from the Prospective Bidder's board of directors (or comparable governing body) with respect to the submission, execution and delivery of a Final Bid, participation in the Auction and closing of the proposed Sale Transaction(s) in accordance with the terms of the Final Bid and these Bidding Procedures; provided that, if the Prospective Bidder is an entity specially formed for the purpose of effecting the Sale Transaction, a Qualified Bid must provide written evidence acceptable to the Debtors, in consultation with the Consultation Parties, of the approval by the equity holder(s) of such Prospective Bidder.
11. Other Requirements. A Qualified Bid shall:
 - a) state that the bid is binding, not subject to or conditioned on any further due diligence and irrevocable until the selection of the Successful Bid (as defined below) in accordance with these Bidding Procedures; provided that if such Prospective Bidder is selected as the Successful Bidder or Backup Bidder, its bid must remain irrevocable until the earlier of (i) Debtors' consummation of a Sale Transaction with the Successful Bidder and (ii) 45 days from the date of the Sale Hearing;
 - b) expressly state that the Prospective Bidder is committed to closing the proposed Sale Transaction(s) contemplated by the bid as soon as practicable, but not later than the Outside Date;
 - c) expressly state and acknowledge that no Prospective Bidder shall be entitled to any expense reimbursement, break-up fee or other bid protection (collectively, the "Bid Protections") in connection with the submission of a bid unless consented to in writing by the Debtors in consultation with the Consultation Parties;
 - d) expressly waive any claim or right to assert any substantial contribution administrative expense claim under Bankruptcy Code section 503(b) in connection with bidding for the applicable Assets and/or participating in the Auction;
 - e) not contain any diligence or financing contingencies of any kind;
 - f) not contain any condition to closing of the proposed Sale Transaction(s) on the receipt of any third party approvals (excluding Court approval and Canadian Court approval in respect of assets of

Sungard AS Canada in Canada and any applicable required governmental and/or regulatory approval);

- g) expressly state that the Prospective Bidder agrees to serve as a backup bidder (a “Backup Bidder”) if such bidder’s Qualified Bid is selected as the next highest or next best bid after the Successful Bid with respect to the applicable Assets; provided that the Consenting Stakeholder Purchaser shall not be obligated to serve as a Backup Bidder;
- h) include contact information for the specific person(s) the Debtors should contact in the event they have any questions about the Prospective Bidder’s Final Bid;
- i) be received by the Bid Notice Parties by the Final Bid Deadline;
- j) certify that the Prospective Bidder did not collude with any other bidders and is not otherwise a partnership, joint venture or other entity in which more than one bidder (or any of its affiliates) has a direct or indirect interest, unless consented to in writing by the Debtors in the Debtors’ reasonable discretion, after consultation with the Consultation Parties, and that its bid represents a binding, good faith and bona fide offer to purchase the Assets identified if selected as the Successful Bid or Backup Bid at the Auction; and
- k) include a copy of the Asset Purchase Agreement, any schedules thereto and any proposed sale order approving the Sale Transaction contemplated in such Asset Purchase Agreement in Word format and copies marked against the proposed form of Asset Purchase Agreement and sale order.

With respect to any bids for less than all Assets, the Debtors may consider modifications to the Qualified Bid Requirements set forth in this Section IV.A (other than subsection 2 in regard to the Reserve Price) in consultation with the Consultation Parties.

12. Disqualification of Final Bids. The Debtors, in the exercise of their business judgment and fiduciary duties and in consultation with the Consultation Parties, reserve the right to reject any Final Bid, including without limitation, if such Final Bid:

- a) requires any indemnification by the Debtors in favor of the Prospective Bidder;
- b) will not be reasonably capable of closing on or prior to the Outside Date;
- c) is not received by the Final Bid Deadline; or

- d) is subject to any contingencies (including covenants (other than customary covenants for transactions of this type), financing, due diligence and timing requirements) of any kind or any other conditions precedent to such party's obligation to acquire the applicable Assets.

Notwithstanding the foregoing, no Final Bid other than a Final Bid by the Consenting Stakeholder Purchaser, shall constitute a Qualified Bid for all of the Assets or multiple Qualified Bids for portions of the Assets (considered together) unless such Final Bid or Final Bids satisfy the requirement of subsection 2 of this Section IV.A in regard to the Reserve Price. Any Final Bid rejected pursuant to this paragraph shall not be deemed to be a Qualified Bid. In the event that any Final Bid is so rejected, the Debtors shall cause the Good Faith Deposit of such Prospective Bidder to be refunded within five business days after the Final Bid Deadline.

B. Qualified Bidders

A Final Bid received for all or any portion of the Assets that is determined by the Debtors, consistent with the Bidding Procedures and in consultation with the Consultation Parties, to meet the requirements set forth in Section IV.A, will be considered a "Qualified Bid" and any bidder that submits a Qualified Bid will be considered a "Qualified Bidder." For the avoidance of doubt, a credit bid by the Consenting Stakeholder Purchaser satisfying the Qualified Bid Requirements listed in footnote 6 of these Bidding Procedures shall constitute a Qualified Bid for all purposes and the Consenting Stakeholder Purchaser shall be considered a Qualified Bidder.

The Debtors will evaluate a Qualified Bid using any and all factors that the Debtors deem reasonably pertinent (in consultation with the Consultation Parties), including, without limitation: (i) the amount of the Purchase Price set forth in the Qualified Bid, including for the avoidance of doubt, whether (individually or in combination with other Final Bids) the bid provides cash sufficient to satisfy the Reserve Price, as is required to constitute a Qualified Bid; (ii) the risks and timing associated with consummating a Sale Transaction(s) with the Qualified Bidder; (iii) any Assets included in or excluded from the Qualified Bid, including any Proposed Assumed Contracts; and (iv) the ability to obtain any and all necessary antitrust or other applicable regulatory approvals for the proposed Sale Transaction.

The Debtors, after consultation with the Consultation Parties, will make a determination regarding which Final Bids qualify as Qualified Bids and as Baseline Bids (as hereinafter defined) and shall notify bidders whether they have been selected as Qualified Bidders prior to the Auction. Promptly upon designating a Final Bid to be a Qualified Bid, the Debtors shall provide the adequate assurance information received from the applicable Qualified Bidder to any Counterparty whose Contract would be assumed pursuant to such Qualified Bidder's proposed transaction.

C. Bid Protections

No party submitting a Final Bid, whether or not such Final Bid is determined by the Debtors to qualify as a Qualified Bid, shall be entitled to Bid Protections unless consented to in writing by

the Debtors (which consent shall be granted or withheld in such entities' discretion), subject to consultation with the Consultation Parties, and such Bid Protections are approved by the Court. The Debtors, in consultation with the Consultation Parties, reserve the right at any time to seek approval of any such Bid Protections from the Court on shortened notice to the extent that the Debtors determine, in their business judgment, that such Bid Protections are necessary or advisable.

V. THE AUCTION

If the Debtors receive more than one Qualified Bid, other than any bid by the Consenting Stakeholder Purchaser, for any of the Assets and the Debtors determine in the exercise of their business judgment and fiduciary duties and in consultation with the Consultation Parties that proceeding with the Auction would best promote the goals of these Bidding Procedures and maximize value for the Debtors' estates, the Debtors shall proceed with and conduct the Auction. The Auction, if required, will be conducted at the offices of Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036 **on July 11, 2022 at 10:00 a.m. (prevailing Eastern Time)**, or at such other time and location as designated by the Debtors, in consultation with the Consultation Parties, including via remote video or in person; provided that the Auction shall not be rescheduled on a date that is reasonably likely to result in closing the Sale Transaction(s) beyond the Outside Date. The Debtors shall have the right to conduct any number of Auctions on the date of the Auction to accommodate multiple Qualified Bids on disparate categories of Assets, if the Debtors determine, in their reasonable discretion, subject to consultation with the Consultation Parties, that conducting such auctions would be in the best interests of the Debtors' estates.

If the Debtors receive no more than one Qualified Bid, other than any bid by the Consenting Stakeholder Purchaser, with respect to any of the Assets, the Debtors may determine in their reasonable discretion, in consultation with the Consultation Parties, not to hold the Auction for such Assets and instead declare such Qualified Bid as the Successful Bid on such Assets and request at the Sale Hearing that the Court approve the applicable Asset Purchase Agreement with the applicable Successful Bidder.

If the Debtors do not receive any Qualified Bids that provide for payment of the applicable Reserve Price in cash, the Debtors may either cancel the Auction and the Sale Hearing and proceed with a restructuring pursuant to the Plan or proceed to the Sale Hearing to seek approval of the sale contemplated by the Qualified Bid submitted by the Consenting Stakeholder Purchaser.

All bidders at the Auction will be deemed to have consented to the core jurisdiction of the Court and waived any right to jury trial in connection with any disputes with the Debtors relating to the Bidding Procedures, the Auction, the Sale, the construction and enforcement of any Asset Purchase Agreements and all other agreements entered into in connection with any proposed Sale Transaction.

A. Participants and Attendees

Only Qualified Bidders that have submitted Qualified Bids by the Final Bid Deadline are eligible to participate in the Auction, subject to other limitations as may be reasonably imposed by the Debtors, in consultation with the Consultation Parties, and in accordance with these Bidding

Procedures. Qualified Bidders participating in the Auction must appear in person at the Auction or through a duly authorized representative unless the Auction is conducted via remote video, in which case they or their duly authorized representative may appear by such video arrangement through which the Auction is conducted. Subject to the Auction procedures set forth in Section V.B, the Auction will be conducted openly and Qualified Bidders, the Consultation Parties, the Consenting Stakeholder Purchaser, and the Consenting Stakeholders are permitted to attend; provided that the Debtors may, in their reasonable discretion, subject to consultation with the Consultation Parties, establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of any party at the Auction.

Each Qualified Bidder participating in the Auction will be required to confirm in writing and on the record at the Auction that (i) it has not engaged in any collusion with respect to the submission of any bid or the Auction and (ii) each Qualified Bid it submits at the Auction is a binding, good faith and bona fide offer to purchase the Assets identified in such bid.

B. Auction Procedures

The Auction shall be governed by the following procedures, subject to the Debtors' rights, as provided in Section VII. below, to modify such procedures in their reasonable discretion, in consultation with the Consultation Parties:

1. Baseline Bids. Prior to the commencement of the Auction, the Debtors will provide copies of the Qualified Bid or combination of Qualified Bids that the Debtors determine in their reasonable business judgment, after consultation with the Consultation Parties, to be (individually or in combination) the highest or best Qualified Bid (all such bids together, the "Baseline Bid") to all other Qualified Bidders that have submitted a Qualified Bid prior to the Final Bid Deadline. Bidding at the Auction shall commence at the amount of the Baseline Bid.
2. Minimum Overbid. At each round of bidding, Qualified Bidders may submit successive bids higher than the Leading Bid (as defined below) from the prior round (or the Baseline Bid for the first round), based on and increased in an amount of at least \$1,000,000 or such other amount as the Debtors may determine, in consultation with the Consultation Parties, from the Leading Bid (or Baseline Bid for the first round) for the applicable Assets (each such bid, a "Minimum Overbid"). The Debtors may, in their reasonable discretion, subject to consultation with the Consultation Parties, announce increases or reductions to the amount of a Minimum Overbid at any time during the Auction.

Additionally, upon a Qualified Bidder's declaration of its bid at the Auction, it must commit to pay following the Auction, if such bid is declared by the Debtors to be the Successful Bid or the Backup Bid, the incremental amount of its Good Faith Deposit calculated based on the increased Purchase Price of such bid (such Good Faith Deposit so increased, the "Incremental Deposit Amount").

Except as specifically set forth herein, for the purpose of evaluating the value of the consideration provided by any bid subsequent to a Baseline Bid, the Debtors will at each round of bidding give effect to any additional liabilities to be assumed by a Qualified Bidder and whether they are secured or unsecured and any additional costs that may be imposed on the Debtors. To the extent that a Leading Bid has been accepted entirely or in part because of the addition, deletion or modification of a provision or provisions in the applicable Asset Purchase Agreement, the Debtors will identify such added, deleted or modified provision or provisions and use reasonable efforts in their business judgment and if practicable under the specific circumstances and in consultation with the Consultation Parties to estimate the value thereof solely for purposes of the Auction.

3. Highest or Best Offer. After the first round of bidding and between each subsequent round of bidding, the Debtors, in consultation with the Consultation Parties, shall announce the bid or combination of bids that they believe to be the highest or best offer for the applicable Assets (the “Leading Bid”) and describe the material terms thereof. Each round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a subsequent bid with reasonable knowledge of the Leading Bid.

The Auction shall be conducted through open bidding in the presence of all other Qualified Bidders. All Qualified Bidders shall have the right to be present for all rounds of bidding and to submit additional bids and make modifications to their proposed Asset Purchase Agreement at the Auction to improve their bids. The Debtors may, in their reasonable business judgment, negotiate with any and all Qualified Bidders participating in the Auction.

To remain eligible to continue participating in the Auction, in each round of bidding, (x) each Qualified Bidder must submit a bid in such round of bidding and (y) in the event that a Qualified Bidder fails to submit a bid in a round of bidding, such Qualified Bidder shall thereupon be disqualified from continuing to participate as a bidder in the Auction and the Debtors shall announce the disqualification of such Qualified Bidder, provided that, if the Auction at such time is being conducted for a subset of the Assets, the forgoing requirement shall apply only to Qualified Bidders that are bidding on such subset of the Assets and the bids of such Qualified Bidders for such subset of the Assets.

The Debtors shall have the right to determine, in their reasonable discretion, and in consultation with the Consultation Parties, which bid is the highest or best bid with respect to the applicable Asset(s); provided that the Debtors cannot accept any bid (or group of separate bids when aggregated together) that does not satisfy the Reserve Price in cash at the closing of the Sale Transaction(s).

Any Leading Bid made from time to time by a Qualified Bidder must remain open and shall be binding on the Qualified Bidder until and unless (i) the Debtors accept a higher or better bid submitted by another Qualified Bidder or such Qualified Bidder during the Auction as a Leading Bid and (ii) such Leading Bid is not selected as the Successful Bid or the Backup Bid.

To the extent not previously provided (which will be determined by the Debtors), a Qualified Bidder submitting a subsequent bid must submit at the Debtors' request, as part of its subsequent bid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Debtors) demonstrating such Qualified Bidder's ability to close the transaction at the Purchase Price contemplated by such subsequent bid.

4. Transcription. The bidding at the Auction shall be transcribed and the Debtors shall maintain a transcript of all bids made and announced at the Auction.

C. Auction Results

1. Successful Bids. Immediately prior to the conclusion of the Auction, the Debtors shall (a) determine, in consultation with the Consultation Parties and consistent with these Bidding Procedures, which bid(s) constitutes the highest or best bid(s) for the applicable Asset(s) (each such bid, a "Successful Bid") and (b) notify all Qualified Bidders at the Auction for the applicable Asset(s) of the identity of the bidder that submitted the Successful Bid (each such bidder, the "Successful Bidder") for such Asset(s) and the amount of the Purchase Price and other material terms of the Successful Bid. As a condition to remaining the Successful Bidder, the Successful Bidder shall wire to the Debtors in immediately available funds the Incremental Deposit Amount, calculated based on the Purchase Price of the Successful Bid, no later than one business day following the date on which the Auction Results Notification (as defined below) is made.
2. Backup Bids. Immediately prior to the conclusion of the Auction, the Debtors shall (a) determine, in consultation with the Consultation Parties and consistent with these Bidding Procedures, which Qualified Bid is the next highest or next best Qualified Bid for the applicable Assets after the Successful Bid (each such Qualified Bid, a "Backup Bid") and (b) notify all Qualified Bidders at the Auction for the applicable Asset(s) of the identity of the Backup Bidder and the amount of the Purchase Price and other material terms of the Backup Bid (such notification, together with the notification described in Section V.C.1, the "Auction Results Notification"). As a condition to remaining the Backup Bidder, the Backup Bidder shall wire to the Debtors in immediately available funds the Incremental Deposit Amount, calculated based on the Purchase Price of the

Backup Bid, no later than one business day following the date on which the Auction Results Notification is made.

The Backup Bid shall remain binding on the Backup Bidder until the earlier of (a) the closing of a Sale Transaction for the applicable Assets pursuant to the Successful Bid and (b) 45 days after the date of the Sale Hearing, unless the Backup Bidder elects, in writing provided to the Debtors, for the Backup Bid to remain binding on the Backup Bidder for a longer period of time (the “Backup Bidder Election”). If the Successful Bidder for the applicable Assets fails to consummate a Sale Transaction, the Backup Bidder with respect to such Assets shall be deemed the new Successful Bidder for such Assets, and the Debtors will be authorized, but not required, to consummate a Sale Transaction for the applicable Assets with the Backup Bidder without further order of the Court.

3. No Late Bids. The Debtors shall not consider any bids submitted after the conclusion of the Auction, and any and all such bids shall be deemed untimely and shall under no circumstances constitute a Qualified Bid.

On or before one business day after the Auction, the Debtors shall file with the Court, serve on the Sale Notice Parties and cause to be published on the website maintained by the Debtors’ claim and noticing agent, Kroll Restructuring Administration, LLC located at <https://cases.ra.kroll.com/SungardAS/> (the “Kroll Website”), the results of the Auction, which shall include (i) a copy of the Successful Bid(s) and Backup Bid(s) and (ii) the identities of the Successful Bidder(s) and Backup Bidder(s).

As soon as reasonably practicable after the conclusion of the Auction, the Debtors shall file a notice of the Proposed Assumed Contracts (the “Proposed Assumed Contracts Notice”) with the Court, serve such notice on the Counterparties to such Proposed Assumed Contracts and the Consultation Parties, by email to the extent such parties have consented to email service and email addresses are available to the Debtors and otherwise via overnight mail, and also cause such notice to be published on the Kroll Website.

D. Return of Good Faith Deposit

The Good Faith Deposits of all Prospective Bidders shall be held in escrow by the Debtors in a non-interest-bearing escrow or trust account and shall not become property of the Debtors’ estates. The Good Faith Deposits of all Prospective Bidders shall be retained by the Debtors, notwithstanding Court approval of any Sale Transactions for the applicable Assets, until no later than five business days after the conclusion of the Auction, except for the Good Faith Deposits of Successful Bidders and Backup Bidders. The Debtors shall retain the Good Faith Deposits of Backup Bidders until the earlier of (i) three business days after the closing of a Sale Transaction with the Successful Bidder for the applicable Assets and (ii) 45 days after the date of the Sale Hearing; provided that, if a Backup Bidder makes a Backup Bidder Election, the Debtors shall retain the Good Faith Deposit of such Backup Bidder until three business days after the Backup Bid ceases to be binding on the Backup Bidder pursuant to the applicable Asset Purchase Agreement.

At the closing of a Sale Transaction, the Successful Bidder will be entitled to a credit for the amount of its Good Faith Deposit. If a Successful Bidder fails to consummate a Sale Transaction because of a breach that entitles the Debtors to terminate the applicable Asset Purchase Agreement, then the Debtors and their estates shall be entitled to retain the Good Faith Deposit of the Successful Bidder as partial compensation for the damages caused to the Debtors and their estates as a result of such breach or failure to perform without prejudice to any claims of the Debtors and their estates for additional damages.

VI. SALE HEARING

Each Successful Bid (including any Backup Bid that is subsequently deemed a Successful Bid) will be subject to approval by the Court and, if applicable, entry of an order by the Canadian Court for recognition of any applicable Sale Order (the “Sale Recognition Order”). The Sale Hearing to approve the Sale and any Successful Bid(s) in respect of the Assets shall take place on **July 14, 2022 at [:] [a/p].m. (prevailing Central Time)** before the Honorable David R. Jones, United States Bankruptcy Judge, at the United Bankruptcy Court for the Southern District of Texas, Houston Division, 515 Rusk Street Courtroom 400, Houston, Texas 77002.

At the Sale Hearing, the Debtors will seek entry of order(s) (each, a “Sale Order”) approving, among other things, the Sale of the applicable Assets to the Successful Bidder(s). The Sale Hearing may be adjourned or rescheduled by the Debtors in their reasonable discretion, subject to consultation with the Consultation Parties. The Debtors may not consider or support any other bid to purchase Assets that are the subject of a Successful Bid pending consideration by the Court of the Successful Bid for such Assets at the Sale Hearing.

Objections to a Sale Transaction, including any objection to the sale of any Assets free and clear of liens, claims, interests, and encumbrances pursuant to Bankruptcy Code section 363(f) to the Successful Bidder(s) and/or a Backup Bidder, as applicable, any of the relief requested in the Motion (each, a “Sale Objection”), and entry of any Sale Order must: (i) be in writing and specify the nature of such objection; (ii) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and all orders of the Court; and (iii) be filed with the Court and served on the Objection Recipients (as defined below) by **June 21, 2022 at 4:00 p.m. (prevailing Central Time)**.

All Sale Objections not otherwise resolved by the parties prior thereto shall be heard at the Sale Hearing. The failure of any party to timely file with the Court and serve on the Objection Recipients a Sale Objection forever shall bar such party from asserting, at the applicable Sale Hearing or thereafter, any objection to the relief requested in the Motion, or to the consummation and performance of the applicable Sale Transaction(s) contemplated by an applicable Asset Purchase Agreement with a Successful Bidder, including the transfer of the Assets to the applicable Successful Bidder(s), free and clear of all liens, claims, interests, and encumbrances pursuant to Bankruptcy Code section 363(f). Notwithstanding the foregoing or anything herein to the contrary, and as set forth below, the deadline to file an objection to the proposed assumption and assignment of the Proposed Assumed Contracts, the subject of which objection is a Successful Bidder, other than the Consenting Stakeholder Purchaser’s, proposed form of adequate assurance of future performance with respect to such contract (each, an “Adequate Assurance Objection”) in connection with a proposed Sale Transaction, shall be **July 13, 2022 at 12:00 p.m. (prevailing Central Time)**.

The Debtors may reject at any time, before announcement of the Successful Bid(s) at the Auction, any bid that, in the Debtors' judgment, following consultation with the Consultation Parties, is (i) not in conformity with the requirements of the Bankruptcy Code or these Bidding Procedures or (ii) contrary to the best interests of the Debtors and their estates and rejecting such bid would be consistent with the Debtors' fiduciary duties.

The Debtors' presentation to the Court for approval of a selected Qualified Bid as a Successful Bid shall not constitute the Debtors' acceptance of such bid. The Debtors will have accepted a Successful Bid only when such Successful Bid has been approved by the Court at the Sale Hearing and, if applicable, after entry of the Sale Recognition Order by the Canadian Court. Upon the Court's approval of a Successful Bid, the Debtors will be bound by the terms of that Successful Bid with no further opportunity for an auction or other process.

VII. MODIFICATION OF PROCEDURES

The Debtors may, in any manner consistent with the Debtors' fiduciary duties and applicable law, modify the rules, procedures and deadlines set forth herein (including, without limitation, extending the Final Bid Deadline, modifying the Qualified Bid Requirements, modifying the procedures for conducting the Auction, rescheduling the Auction or adjourning the Sale Hearing) or adopt new rules, procedures and deadlines or otherwise modify these Bidding Procedures in order to, in their sole and reasonable discretion, better promote the goals of such procedures, namely, to maximize value for the Debtors' estates; provided that all modifications and additional rules, procedures and deadlines may in no event permit the submission of bids after the close of the Auction; provided, further, that without the prior written consent of the Consultation Parties, the Debtors shall not adopt new rules, procedures and deadlines or otherwise modify these Bidding Procedures in a manner that (i) is inconsistent with the DIP Orders, (ii) make it materially more burdensome to be a Qualified Bidder or submit a Qualified Bid or (iii) is reasonably likely to result in closing the Sale Transaction(s) beyond the Outside Date. All such modifications and additional rules will be communicated in advance to each of the Consultation Parties, Prospective Bidders and Qualified Bidders; provided that, to the extent such modifications occur at the Auction, disclosure of such modifications shall be limited to those in attendance at the Auction. Any modification to the Bidding Procedures, or adoption of new rules, procedures and deadlines, is without prejudice to a party in interest's right to seek relief from the Court that such modification, or adoption of new rules, procedures and deadlines, is inconsistent with this paragraph or these Bidding Procedures.

VIII. NOTICING

A. Bid Notice Parties

Qualified Bids must be submitted in writing via email (in .pdf or similar format) to:

1. proposed co-counsel to the Debtors, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attn.: Philip C. Dublin (pdublin@akingump.com), Meredith Lahaie (mlahaie@akingump.com), Stephen B. Kuhn (skuhn@akingump.com), Zach Lanier (zlanier@akingump.com);

2. proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, TX 77010, Attn.: Matthew D. Cavanaugh (mcavanaugh@jw.com), Jennifer F. Wertz (jwertz@jw.com), Rebecca Blake Chaikin (rchaikin@jw.com);
3. proposed investment banker to the Debtors, DH, 810 Seventh Avenue, Suite 2005, New York, NY 10019, Attn.: Adam Lewis (alewis@dhcapital.com), Remington Yee (ryee@dhcapital.com), Andrew Vrana (avrana@dhcapital.com); and
4. proposed investment banker to the Debtors, Houlihan, 245 Park Avenue, 20th Fl., New York, NY 10167, Attn.: Thomas Hedus (thedus@hl.com), Ethan Kopp (ekopp@hl.com).

B. Sale Notice and Sale Notice Parties

1. Sale Notice Parties. The “Sale Notice Parties” shall include the following: (a) the Consultation Parties, (b) all persons and entities known by the Debtors to have expressed an interest to the Debtors in a Sale Transaction involving any of the Assets during the past 12 months, including any person or entity that has submitted a bid for any of the Assets, as applicable, (c) all persons and entities known by the Debtors to have asserted any lien, claim, interest, or encumbrance in the Assets (for whom identifying information and addresses are available to the Debtors), (d) all non-Debtor parties to any Contracts that are proposed to be assumed or rejected in connection with a Sale Transaction, (e) any governmental authority known to have a claim against the Debtors in these Cases, (f) the United States Attorney General, (g) the Antitrust Division of the United States Department of Justice, (h) the United States Attorney for the Southern District of Texas, (i) the Office of the Attorney General in each state in which the Debtors operate, (j) the Federal Trade Commission, (k) the office of the United States Trustee for the Southern District of Texas, (l) counsel for any official committee appointed in these chapter 11 cases, (m) counsel for PNC Bank, National Association, as administrative agent under the Debtors’ prepetition revolving credit facility and ABL DIP facility, (n) counsel for Alter Domus Products Corp., as the administrative agent under each of the Debtors’ prepetition term loan facilities, (o) counsel for the ad hoc group of term loan lenders and term loan DIP lenders, (p) counsel for Acquiom Agency Services LLC, as term loan DIP agent under the Debtors’ term loan DIP facility, (q) the Internal Revenue Service, (r) the United States Securities and Exchange Commission, (s) all of the Debtors’ known creditors (for whom identifying information and addresses are known to the Debtors), (t) all parties who have filed a notice of appearance and request for service of papers in these Cases pursuant to Bankruptcy Rule 2002 and (u) all other persons and entities as directed by the Court.

2. Sale Notice. Within three business days after entry of the Bidding Procedures Order, the Debtors shall file with the Court, serve on the Sale Notice Parties, and cause to be published on the Kroll Website a notice (the “Sale Notice”) setting forth (i) the date, time, and place of (a) the Auction and (b) Sale Hearing; and (ii) the deadline to object to the Sale and the relief requested in the Motion (the “Sale Objection Deadline”).
3. Publication Notice. Within five business days after entry of the Bidding Procedures Order, the Debtors shall cause the information contained in the Sale Notice to be published once in the national edition of the *New York Times*.

C. Sale Objections

Sale Objections (as hereinafter defined) shall be filed in accordance with these Bidding Procedures and be served on (the following entities in clauses (1) through (9), the “Objection Recipients”):

1. the Debtors, Sungard AS New Holdings, LLC, 565 East Swedesford Road, Suite 320, Wayne, PA 19087 (Attn.: General Counsel, sgas.legalnotices@sungardas.com);
2. proposed counsel for the Debtors: (a) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036 (Attn.: Philip C. Dublin (pdublin@akingump.com), Meredith A. Lahaie (mlahaie@akingump.com) and Zach D. Lanier (zlanier@akingump.com)), (b) Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, TX 77010 (Attn.: Matthew D. Cavanaugh (mcavanaugh@jw.com), Jennifer F. Wertz (jwertz@jw.com), Rebecca Blake Chaikin (rchaikin@jw.com)) and (c) Cassels Brock & Blackwell LLP, Suite 2100, Scotia Plaza, 40 King Street W, Toronto, ON, Canada M5H 3C2 (Attn.: Ryan Jacobs (rjacobs@cassels.com), Jane Dietrich (jdietrich@cassels.com) and Natalie Levine (nlevine@cassels.com));
3. counsel for the Committee;
4. counsel to the ad hoc group of term loan lenders and term loan DIP lenders: (a) Proskauer Rose LLP, Eleven Times Square, New York, NY 10036 (Attn.: David M. Hillman (dhillman@proskauer.com), Megan R. Volin (mvolin@proskauer.com), Joshua A. Esses (jesses@proskauer.com)) Proskauer Rose LLP, One International Place, Boston, MA 02110 (Attn.: Charles Dale (cdale@proskauer.com)) and (b) Gray Reed & McGraw LLP, 1300 Post Oak Boulevard, Suite 200, Houston, TX 77056 (Attn.: Jason S. Brookner (jbrookner@grayreed.com) and Amber M. Carson (acarson@grayreed.com));
5. counsel to PNC Bank, National Association: Thompson Coburn Hahn & Hessen LLP, 488 Madison Avenue, New York, NY 10022 (Attn.: Joshua I.

Divack (jdivack@hahn Hessen.com) and Jacob T. Schwartz (jtschwartz@thompsoncoburn.com)) and Thompson Coburn Hahn & Hessen, 2100 Ross Avenue, Suite 3200, Dallas, TX 75201 (Attn.: Katharine Battaia Clark (kclark@thompsoncoburn.com) and Stacy Wells Salters (ssalters@thompsoncoburn.com));

6. counsel for Alter Domus Products Corp: Norton Rose Fulbright US LLP, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn.: Will Badcock (william.badcock@nortonrosefulbright.com)), Norton Rose Fulbright US LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn.: Michael Fingerhut (michael.fingerhut@nortonrosefulbright.com) and H. Stephen Castro (stephen.castro@nortonrosefulbright.com)) and Norton Rose Fulbright US LLP, 1301 McKinney, Suite 5100, Houston, TX 77010 (Attn.: Bob Bruner (bob.bruner@nortonrosefulbright.com));
7. counsel for Acquiom Agency Services LLC: (a) Pryor Cashman LLP, 7 Times Square, 40th Floor, New York, NY 10036 (Attn.: Seth H. Lieberman (slieberman@pryorcashman.com), Patrick Sibley (psibley@pryorcashman.com), Andrew S. Richmond (arichmond@pryorcashman.com)) and (b) Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, TX 77002 (Attn.: Timothy A. Davidson II (taddavidson@HuntonAK.com), Ashley L. Harper (ashleyharper@HuntonAK.com));
8. the Office of the United States Trustee; and
9. counsel to the Information Officer: Bennett Jones LLP, 3400 One First Canadian Place, P.O. Box 130, Toronto, ON, Canada M5X 1A4 (Attn.: Sean Zweig (zweigs@bennettjones.com), Jesse Mighton (mightonj@bennettjones.com) and Thomas Gray (grayt@bennettjones.com)).

D. Assumption and Assignment

The Debtors shall provide all notices regarding the proposed assumption and assignment of contracts in accordance with the Assumption and Assignment Procedures set forth in the Bidding Procedures Order.

IX. CONSULTATION BY THE DEBTORS

The Debtors shall consult with the Consultation Parties as explicitly provided for in these Bidding Procedures. Each reference in these Bidding Procedures to “consultation” (or similar phrase) with the Consultation Parties shall mean consultation in good faith.

The following parties will constitute the “Consultation Parties”: (i) counsel to the Consenting Stakeholders; (ii) counsel to the ABL DIP Lenders; (iii) counsel to any official

committee appointed in these chapter 11 cases; and (iv) counsel to the Information Officer (solely in respect of the Canadian Proceedings or assets of Sungard AS Canada).

Dated: April 22, 2022
Houston, Texas

/s/

JACKSON WALKER LLP

Matthew D. Cavanaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
Rebecca Blake Chaikin (S.D. Bar No. 3394311)
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*Proposed Co-Counsel to the Debtors and
Debtors in Possession*

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-and-

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llawrence@akingump.com
zlanier@akingump.com

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

Exhibit 2

Sale 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> , ¹	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

**NOTICE OF SALE, BID PROCEDURES, AUCTION, SALE OBJECTION,
SALE HEARING AND OTHER DEADLINES RELATED THERETO**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On April 22, 2022, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed with the United States Bankruptcy Court for the Southern District of Texas (the “Court”) a motion [Docket No. __] (the “Motion”) (a) seeking entry of an order: (i) authorizing and approving Bidding Procedures to be used in connection with the sale (each, a “Sale” or “Sale Transaction”) of all, substantially all or one or more subsets of the Debtors’ Assets; (ii) authorizing the Debtors to enter into one or more asset purchase agreements (each such agreement, an “Asset Purchase Agreement”) with one or more potential bidders; (iii) scheduling an auction for the Assets (the “Auction”), if necessary, and the hearing with respect to the approval of the Sale(s) (the “Sale Hearing”) and approving the form and manner of notice thereof; (iv) authorizing certain procedures related to the Debtors’ assumption and assignment of executory contracts and unexpired leases (the “Assumption and Assignment Procedures”) in connection with any Sale, including notice to each non-Debtor counterparty (each, a “Counterparty”) to an executory contract or unexpired lease (collectively, the “Contracts”) of the Debtors’ proposed cure amounts to cure all monetary defaults under the Contracts (the “Cure Costs”), if any, and notice of proposed assumption and assignment of certain Contracts (collectively, the “Proposed Assumed Contracts”) in connection with a particular Sale, (b) seeking entry of one or more orders, as applicable, authorizing and approving (i) the sale of the Assets free and clear of all liens, claims, interests or encumbrances, except certain permitted encumbrances as determined by the Debtors and any purchaser of Assets, and subject to any defenses or claims of the Debtors with respect thereto, with liens to attach to the proceeds of such Sale(s), and (ii) the assumption and assignment

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.

of the Proposed Assumed Contracts and (c) granting related relief, all pursuant to Bankruptcy Code sections 105(a), 363 and 365, Rules 2002, 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 9013-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Bankruptcy Local Rules”).²

2. On ____, 2022, the Court entered the order approving the Motion [Docket No. __] (the “Bidding Procedures Order”).

3. On ____, 2022, the Canadian Court entered an order recognizing the Bidding Procedures Order in the Canadian Proceedings.

4. Pursuant to the Bidding Procedures Order, prospective interested parties will be required to submit a final, binding bid (a “Final Bid”) for the relevant Assets at any time, but by no later than **July 7, 2022 at 12:00 p.m. (prevailing Central Time)**³ (the “Final Bid Deadline”) to the following parties: (i) proposed counsel for the Debtors: (a) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036 (Attn.: Philip C. Dublin (pdublin@akingump.com), Meredith A. Lahaie (mlahaie@akingump.com) and Zach D. Lanier (zlanier@akingump.com)) and (b) Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, TX 77010, (Attn.: Matthew D. Cavanaugh (mcavanaugh@jw.com), Jennifer F. Wertz (jwertz@jw.com), Rebecca Blake Chaikin (rchaikin@jw.com)); and (iii) the Debtors’ proposed investment bankers: (a) Houlihan Lokey Capital, Inc., 245 Park Avenue, 32nd Floor, New York, NY 10167 (Attn.: Tom Hedus (thedus@hl.com) and Ethan Kopp (ekopp@hl.com) and (b) DH Capital, LLC, 810 Seventh Avenue, Suite 2005, New York, NY 10019 (Attn.: Adam Lewis (alewis@dhcapital.com), Remington Yee (ryee@dhcapital.com), Andrew Vrana (avrana@dhcapital.com)) (the foregoing entities, the “Bid Notice Parties”).

5. Any Prospective Bidder (as defined in the Bidding Procedures) that intends to participate in the Auction must submit its Final Bid on or before **July 7, 2022 at 12:00 p.m. (prevailing Central Time)**.⁴

6. If the Debtors receive more than one Qualified Bid, other than any bid by the Consenting Stakeholder Purchaser, for any of the Assets and the Debtors determine in the exercise of their business judgment and fiduciary duties and in consultation with the Consultation Parties that proceeding with the Auction would best promote the goals of these Bidding Procedures and maximize value for the Debtors’ estates, the Debtors shall proceed with and conduct the Auction. The Auction, if required, will be conducted at the offices of Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036 on **July 11, 2022 at 10:00 a.m. (prevailing Eastern Time)**, or at such other time and location as designated by the Debtors, in consultation with the Consultation Parties, including via remote video or in person; provided that the Auction shall not be rescheduled on a date that is reasonably likely to result in closing the Sale Transaction(s) beyond the Outside Date. The Debtors shall have the right to conduct any number of Auctions on the date

² Capitalized terms used herein but not defined have the meaning ascribed to such terms in the Bidding Procedures.

³ Subject to the Debtors’ limited extension right set forth in Section III of the Bidding Procedures.

⁴ Subject to the Debtors’ limited extension right set forth in Section III of the Bidding Procedures.

of the Auction to accommodate multiple Qualified Bids on disparate categories of Assets, if the Debtors determine, in their reasonable discretion, subject to consultation with the Consultation Parties, that conducting such auctions would be in the best interests of the Debtors' estates.

7. If the Debtors receive no more than one Qualified Bid, other than any bid by the Consenting Stakeholder Purchaser, with respect to any of the Assets, the Debtors may determine in their reasonable discretion, in consultation with the Consultation Parties, not to hold the Auction for such Assets and instead declare such Qualified Bid as the Successful Bid on such Assets and request at the Sale Hearing that the Court approve the applicable Asset Purchase Agreement with the applicable Successful Bidder.

8. Objections to any Sale Transaction, including any objection to the sale of any Assets free and clear of liens, claims, interests and encumbrances pursuant to Bankruptcy Code section 363(f) and entry of any Sale Order (each, a "Sale Objection"): (1) be in writing and specify the nature of such objection; (2) comply with the Bankruptcy Code, Bankruptcy Rules, Bankruptcy Local Rules and all orders of the Court; and (3) be filed with the Court and served on: (i) the Debtors, Sungard AS New Holdings, LLC, 565 East Swedesford Road, Suite 320, Wayne, PA 19087 (Attn.: General Counsel, sgas.legalnotices@sungardas.com); (ii) proposed counsel for the Debtors: (a) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036 (Attn.: Philip C. Dublin (pdublin@akingump.com), Meredith A. Lahaie (mlahaie@akingump.com) and Zach D. Lanier (zlanier@akingump.com)), (b) Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, TX 77010, (Attn.: Matthew D. Cavanaugh (mcavanaugh@jw.com), Jennifer F. Wertz (jwertz@jw.com), Rebecca Blake Chaikin (rchaikin@jw.com)) and (c) Cassels Brock & Blackwell LLP, Suite 2100, Scotia Plaza, 40 King Street W, Toronto, ON, Canada M5H 3C2 (Attn.: Ryan Jacobs (rjacobs@cassels.com), Jane Dietrich (jdietrich@cassels.com) and Natalie Levine (nlevine@cassels.com)); (iv) counsel to the ad hoc group of term loan lenders and term loan DIP lenders: (a) Proskauer Rose LLP, Eleven Times Square, New York, NY 10036 (Attn.: David M. Hillman (dhillman@proskauer.com), Megan R. Volin (mvolin@proskauer.com), Joshua A. Esses (jesses@proskauer.com)) Proskauer Rose LLP, One International Place, Boston, MA 02110 (Attn.: Charles Dale (cdale@proskauer.com)) and (b) Gray Reed & McGraw LLP, 1300 Post Oak Boulevard, Suite 200, Houston, TX 77056 (Attn.: Jason S. Brookner (jbrookner@grayreed.com) and Amber M. Carson (acarson@grayreed.com)); (v) counsel to PNC Bank, National Association: Thompson Coburn Hahn & Hessen LLP, 488 Madison Avenue, New York, NY 10022 (Attn.: Joshua I. Divack (jdivack@hahnhausen.com) and Jacob T. Schwartz (jtschwartz@thompsoncoburn.com)) and Thompson Coburn Hahn & Hessen, 2100 Ross Avenue, Suite 3200, Dallas, TX 75201 (Attn.: Katharine Battaia Clark (kclark@thompsoncoburn.com) and Stacy Wells Salters (ssalters@thompsoncoburn.com)); (vi) counsel for Alter Domus Products Corp: Norton Rose Fulbright US LLP, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn.: Will Badcock (william.badcock@nortonrosefulbright.com)), Norton Rose Fulbright US LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn.: Michael Fingerhut (michael.fingerhut@nortonrosefulbright.com) and H. Stephen Castro (stephen.castro@nortonrosefulbright.com)) and Norton Rose Fulbright US LLP, 1301 McKinney, Suite 5100, Houston, TX 77010 (Attn.: Bob Bruner (bob.bruner@nortonrosefulbright.com)); (vii) counsel for Acquiom Agency Services LLC: (a) Pryor Cashman LLP, 7 Times Square, 40th Floor, New York, NY 10036 (Attn.: Seth H. Lieberman (slieberman@pryorcashman.com), Patrick Sibley (psibley@pryorcashman.com), Andrew S. Richmond (arichmond@pryorcashman.com)) and (b) Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, TX 77002 (Attn.: Timothy

A. Davidson II (taddavidson@HuntonAK.com), Ashley L. Harper (ashleyharper@HuntonAK.com)); (viii) the Office of the United States Trustee; and (ix) counsel to the Information Officer: Bennett Jones LLP, 3400 One First Canadian Place, P.O. Box 130, Toronto, ON, Canada M5X 1A4 (Attn: Sean Zweig (zweigs@bennettjones.com), Jesse Mighton (mightonj@bennettjones.com) and Thomas Gray (grayt@bennettjones.com)) (collectively, the “Objection Recipients”) by **June 21, 2022 at 4:00 p.m. (prevailing Central Time)**.

9. All Sale Objections not otherwise resolved by the parties prior thereto shall be heard at the Sale Hearing. **The failure of any party to timely file with the Court and serve on the Objection Recipients a Sale Objection forever shall bar such party from asserting, at the applicable Sale Hearing or thereafter, any objection to the relief requested in the Motion, or to the consummation and performance of the applicable Sale Transaction(s) contemplated by an applicable Asset Purchase Agreement with a Successful Bidder, including the transfer of the Assets to the applicable Successful Bidder(s), free and clear of all liens, claims, interests, and encumbrances pursuant to Bankruptcy Code section 363(f).** Notwithstanding the foregoing or anything herein to the contrary, and as set forth below, the deadline to file an objection to the proposed assumption and assignment of the Proposed Assumed Contracts, the subject of which objection is a Successful Bidder’s proposed form of adequate assurance of future performance with respect to such contract (each, an “Adequate Assurance Objection”) in connection with a proposed Sale Transaction, shall be **July 13, 2022 at 12:00 p.m. (prevailing Central Time)**.

10. **The Sale Hearing will take place on July 14, 2022 at [_: __] [a/p].m. (prevailing Central Time)** before the Honorable David R. Jones, United States Bankruptcy Judge, at the United Bankruptcy Court for the Southern District of Texas, Houston Division, 515 Rusk Street Courtroom 400, Houston, Texas 77002. The Debtors’ presentation to the Court for approval of one or more highest or best bid(s) resulting from the Auction (each a “Successful Bid”) shall not constitute the Debtors’ acceptance of such bid. The Debtors will have accepted the terms of a Successful Bid only when such bid has been approved by the Court pursuant to a Sale Order.

11. To the extent set forth in the Bidding Procedures, the Debtors may, in any manner consistent with the Debtors’ fiduciary duties and applicable law and subject to consent rights specified in the Bidding Procedures, modify the rules, procedures and deadlines set forth (including, without limitation, extending the Final Bid Deadline, modifying the Qualified Bid Requirements, modifying the procedures for conducting the Auction, rescheduling the Auction or adjourning the Sale Hearing) or adopt new rules, procedures and deadlines or otherwise modify these Bidding Procedures in order to, in their sole and reasonable discretion, better promote the goals of such procedures, namely, to maximize value for the estates; provided that all modifications and additional rules, procedures and deadlines may in no event permit the submission of bids after the close of the Auction. All such modifications and additional rules will be communicated in advance to each of the Consultation Parties, Prospective Bidders and Qualified Bidders; provided that, to the extent such modifications occur at the Auction, disclosure of such modifications shall be limited to those in attendance at the Auction. Any modification to the Bidding Procedures, or adoption of new rules, procedures and deadlines, is without prejudice to a party in interest’s right to seek relief from the Court that such modification, or adoption of new rules, procedures and deadlines, is inconsistent with this paragraph or these Bidding Procedures.

12. Parties interested in receiving additional information, including, with regard to the Sale, the Assets, the Auction or the Bidding Procedures may make requests to the Debtors' proposed investment bankers, Houlihan Lokey Capital, Inc., 245 Park Avenue, 32nd Floor, New York, NY 10167 (Attn.: Tom Hedus (thedus@hl.com) and Ethan Kopp (ekopp@hl.com)) and DH Capital, LLC, 810 Seventh Avenue, Suite 2005, New York, NY 10019 (Attn.: Adam Lewis (alewis@dhcapital.com), Remington Yee (ryee@dhcapital.com), Andrew Vrana (avrana@dhcapital.com)).

13. Copies of the Motion, the Bidding Procedures Order and the Bidding Procedures may be obtained free of charge at the website dedicated to the Debtors' chapter 11 cases maintained by their claims and noticing agent and administrative advisor, Kroll Restructuring Administration, LLC (<https://cases.ra.kroll.com/SungardAS/>).

Dated: [], 2022
Houston, Texas

/s/

JACKSON WALKER LLP

Matthew D. Cavanaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
Rebecca Blake Chaikin (S.D. Bar No. 3394311)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavanaugh@jw.com
jwertz@jw.com
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*Proposed Co-Counsel to the Debtors and
Debtors in Possession*

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

Exhibit 3

Assumption and Assignment 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> , ¹	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

**NOTICE OF POSSIBLE ASSUMPTION
AND ASSIGNMENT OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH SALE**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On April 22, 2022, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed with the United States Bankruptcy Court for the Southern District of Texas (the “Court”) a motion [Docket No. ____] (the “Motion”) (a) seeking entry of an order: (i) authorizing and approving Bidding Procedures to be used in connection with the sale (each, a “Sale” or “Sale Transaction”) of all, substantially all or one or more subsets of the Debtors’ Assets; (ii) authorizing the Debtors to enter into one or more asset purchase agreements (each such agreement, an “Asset Purchase Agreement”) with one or more potential bidders; (iii) scheduling an auction for the Assets (the “Auction”), if necessary, and the hearing with respect to the approval of the Sale(s) (the “Sale Hearing”) and approving the form and manner of notice thereof; (iv) authorizing certain procedures related to the Debtors’ assumption and assignment of executory contracts and unexpired leases (the “Assumption and Assignment Procedures”) in connection with any Sale, including notice to each non-Debtor counterparty (each, a “Counterparty”) to an executory contract or unexpired lease (collectively, the “Contracts”) of the Debtors’ proposed cure amounts to cure all monetary defaults under the Contracts (the “Cure Costs”), if any, and notice of proposed assumption and assignment of certain Contracts (collectively, the “Proposed Assumed Contracts”) in connection with a particular Sale, (b) seeking entry of one or more orders, as applicable, authorizing and approving (i) the sale of the Assets free and clear of all liens, claims, interests or encumbrances, except certain permitted encumbrances as determined by the Debtors and any purchaser of Assets, and subject to any defenses or claims of the Debtors with respect

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.

thereto, with liens to attach to the proceeds of such Sale(s), and (ii) the assumption and assignment of the Proposed Assumed Contracts and (c) granting related relief, all pursuant to Bankruptcy Code sections 105(a), 363 and 365, Rules 2002, 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 9013-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Bankruptcy Local Rules”).²

2. On ____, 2022, the Court entered the order approving the Motion [Docket No. __] (the “Bidding Procedures Order”).

3. On ____, 2022, the Canadian Court entered an order recognizing the Bidding Procedures Order in the Canadian Proceedings.

4. The Sale Hearing will take place on July 14, 2022 at [__:__] [a/p].m. (**prevailing Central Time**) before the Honorable David R. Jones, United States Bankruptcy Judge, at the United Bankruptcy Court for the Southern District of Texas, Houston Division, 515 Rusk Street Courtroom 400, Houston, Texas 77002.

5. Pursuant to the Bidding Procedures Order, the Debtors file this Assumption and Assignment Notice to notify Counterparties whose Contracts may be assumed in connection with a Sale Transaction. In accordance with the Assumption and Assignment Procedures set forth in the Motion and the Bidding Procedures Order, the Debtors may seek to assume and assign to one or more Successful Bidders certain Contracts of the Debtors. The Contracts that the Debtors believe may be subject to assumption and assignment in relation to a Sale Transaction are identified on Schedule 1 attached hereto. The Cure Costs, if any, that the Debtors believe are required to be paid to the applicable Counterparty to cure any monetary defaults under each Contract pursuant to Bankruptcy Code sections 365(b)(1)(A) and (B) are set forth on Schedule 1.

6. Any Counterparty that wishes to object to the proposed assumption, assignment and sale of a Contract listed herein, the subject of which objection is the Debtors’ proposed Cure Costs to cure any outstanding monetary defaults then existing under such Contract (each, a “Cure Objection”) shall file with the Court and serve its Cure Objection on: (i) the Debtors, Sungard AS New Holdings, LLC, 565 East Swedesford Road, Suite 320, Wayne, PA 19087 (Attn.: General Counsel, sgas.legalnotices@sungardas.com); (ii) proposed counsel for the Debtors: (a) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036 (Attn.: Philip C. Dublin (pdublin@akingump.com), Meredith A. Lahaie (mlahaie@akingump.com) and Zach D. Lanier (zlanier@akingump.com)), (b) Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, TX 77010, (Attn.: Matthew D. Cavanaugh (mcavanaugh@jw.com), Jennifer F. Wertz (jwertz@jw.com), Rebecca Blake Chaikin (rchaikin@jw.com)) and (c) Cassels Brock & Blackwell LLP, Suite 2100, Scotia Plaza, 40 King Street W, Toronto, ON, Canada M5H 3C2 (Attn.: Ryan Jacobs (rjacobs@cassels.com), Jane Dietrich (jdietrich@cassels.com) and Natalie Levine (nlevine@cassels.com)); (iii) counsel for the Committee; (iv) counsel to the ad hoc group of term loan lenders and term loan DIP lenders: (a) Proskauer Rose LLP, Eleven Times Square, New York, NY 10036 (Attn.: David M. Hillman (dhillman@proskauer.com), Megan R. Volin

² Capitalized terms used herein but not defined have the meaning ascribed to such terms in the Bidding Procedures.

(mvolin@proskauer.com), Joshua A. Esses (jesses@proskauer.com)) Proskauer Rose LLP, One International Place, Boston, MA 02110 (Attn.: Charles Dale (cdale@proskauer.com)) and (b) Gray Reed & McGraw LLP, 1300 Post Oak Boulevard, Suite 200, Houston, TX 77056 (Attn.: Jason S. Brookner (jbrookner@grayreed.com) and Amber M. Carson (acarson@grayreed.com)); (v) counsel to PNC Bank, National Association: Thompson Coburn Hahn & Hessen LLP, 488 Madison Avenue, New York, NY 10022 (Attn.: Joshua I. Divack (jdivack@hahnhausen.com) and Jacob T. Schwartz (jtschwartz@thompsoncoburn.com)) and Thompson Coburn Hahn & Hessen, 2100 Ross Avenue, Suite 3200, Dallas, TX 75201 (Attn.: Katharine Battaia Clark (kclark@thompsoncoburn.com) and Stacy Wells Salters (ssalters@thompsoncoburn.com)); (vi) counsel for Alter Domus Products Corp: Norton Rose Fulbright US LLP, 2200 Ross Avenue, Suite 3600, Dallas, TX 75201 (Attn.: Will Badcock (william.badcock@nortonrosefulbright.com)), Norton Rose Fulbright US LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn.: Michael Fingerhut (michael.fingerhut@nortonrosefulbright.com) and H. Stephen Castro (stephen.castro@nortonrosefulbright.com)) and Norton Rose Fulbright US LLP, 1301 McKinney, Suite 5100, Houston, TX 77010 (Attn.: Bob Bruner (bob.bruner@nortonrosefulbright.com)); (vii) counsel for Acquiom Agency Services LLC: (a) Pryor Cashman LLP, 7 Times Square, 40th Floor, New York, NY 10036 (Attn.: Seth H. Lieberman (slieberman@pryorcashman.com), Patrick Sibley (psibley@pryorcashman.com), Andrew S. Richmond (arichmond@pryorcashman.com)) and (b) Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, TX 77002 (Attn.: Timothy A. Davidson II (taddavidson@HuntonAK.com), Ashley L. Harper (ashleyharper@HuntonAK.com)); (viii) the Office of the United States Trustee; and (ix) counsel to the Information Officer: Bennett Jones LLP, 3400 One First Canadian Place, P.O. Box 130, Toronto, ON, Canada M5X 1A4 (Attn.: Sean Zweig (zweigs@bennettjones.com), Jesse Mighton (mightonj@bennettjones.com) and Thomas Gray (grayt@bennettjones.com)) (collectively, the “Objection Recipients”) by **June 21, 2022 at 4:00 p.m. (prevailing Central Time)**.

7. The Bidding Procedures Order requires that the Debtors, in consultation with the Consultation Parties, and a Counterparty that has filed a Cure Objection shall first confer in good faith to attempt to resolve the Cure Objection without Court intervention. If the parties are unable to consensually resolve the Cure Objection prior to the commencement of the Sale Hearing, the Court shall make all necessary determinations relating to the applicable Cure Costs and Cure Objections at a hearing scheduled pursuant to the following paragraph. If a Cure Objection is resolved in a manner that is not in the best interests of the Debtors and their estates, whether or not such resolved Cure Objection occurs prior to or after the closing of the applicable Sale Transaction, the Debtors or (to the extent the applicable Successful Bidder is responsible for paying the applicable Cure Cost under the applicable Asset Purchase Agreement) the applicable Successful Bidder may determine that any Proposed Assumed Contract subject to such resolved Cure Objection will no longer be assumed and assigned pursuant to the applicable Sale Transaction (subject to the terms of the applicable Sale Transaction). All other objections to the proposed assumption and assignment of the Debtors’ right, title and interest in, to and under a Contract, if it is ultimately designated a Proposed Assumed Contract, will be heard at the Sale Hearing.

8. If a timely filed Cure Objection cannot otherwise be resolved by the parties, such objection may be heard by the Court at the Sale Hearing or subsequent to the Sale Hearing (an “Adjourned Cure Objection”); provided that the determination of whether a Cure Objection may be heard at the Sale Hearing is in the discretion of the Debtors, in consultation with the Consultation Parties, and approval of the Court. An Adjourned Cure Objection may be resolved

after the closing date of the applicable Sale Transaction(s); provided that the applicable Sale Transaction provides for the establishment of a cash reserve equal to the cure amount the objecting Counterparty reasonably believes is required to cure the asserted monetary default under the applicable Proposed Assumed Contract (or as otherwise may be provided under the applicable Sale Transaction agreement or as so ordered by the Court). Upon resolution of an Adjourned Cure Objection and the payment of the applicable cure amount, if any, the applicable Proposed Assumed Contract that was the subject of such Adjourned Cure Objection shall be deemed assumed and assigned to the applicable Successful Bidder, as of the closing date of the applicable Sale Transaction(s).

9. If a Counterparty fails to timely file with the Court and serve on the Objection Recipients a Cure Objection, (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 Proposed Assumed Contract(s) against the Debtors or any Successful Bidder(s) or their respective property (unless the Counterparty has filed a timely Adequate Assurance Objection with respect to such Proposed Assumed Contract(s)) 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 such Proposed Assumed Contract(s) under Bankruptcy Code section 365(b), notwithstanding anything to the contrary in any Proposed Assumed Contract, or any other document.

10. In the event that the Debtors identify any Counterparties that either (a) did not have their applicable Contract(s) listed in the Assumption and Assignment Notice or (b) otherwise were not served with the Assumption and Assignment Notice, the Debtors may subsequently add such Contract(s) to the Assumption and Assignment Notice and file such revised notice with the Court and/or serve such Counterparty with the Assumption and Assignment Notice (as applicable), and the following procedures will nevertheless apply to such Counterparty; provided, however, that the deadline to file a Cure Objection with respect to such counterparty shall be 4:00 p.m. (prevailing Central Time) on the date that is **the later to occur of (i) seven days following service of the supplemental Assumption and Assignment Notice or (ii) June 21, 2022.**

11. As soon as reasonably practicable after the conclusion of the Auction, the Debtors shall file a list of the Contracts that the Debtors will seek to assume and assign pursuant to one or more Asset Purchase Agreements submitted by a Successful Bidder (the “Proposed Assumed Contracts Notice” and, each Contract listed therein, a “Proposed Assumed Contract”) with the Court, serve such notice on the Counterparties to such Proposed Assumed Contracts and the Consultation Parties, by email to the extent such parties have consented to email service and email addresses are available to the Debtors and otherwise via overnight mail, and also cause such notice to be published on the Kroll Website.

12. Any Counterparty to a Proposed Assumed Contract that wishes to object to the proposed assumption and assignment of the Proposed Assumed Contract, the subject of which objection is a Successful Bidder's proposed form of adequate assurance of future performance with respect to such Contract (each, an “Adequate Assurance Objection”), shall file with this Court and serve on the Objection Recipients an Adequate Assurance Objection, which must state, with specificity, the legal and factual bases therefor, including any appropriate documentation in support

thereof, by no later than **the later to occur of (i) 24 hours after the Auction has closed or (ii) July 13, 2022 at 12:00 p.m. (prevailing Central Time).**

13. The Bidding Procedures Order requires that the Debtors and a Counterparty that has filed an Adequate Assurance Objection first confer in good faith to attempt to resolve the Adequate Assurance Objection without Court intervention. If the parties are unable to consensually resolve the Adequate Assurance Objection prior to the commencement of the Sale Hearing, such objection and all issues of adequate assurance of future performance of the applicable Successful Bidder shall be determined by the Court at the Sale Hearing.

14. **If a Counterparty fails to timely file with the Court and serve on the Objection Recipients an Adequate Assurance Objection, (a) the Counterparty shall be deemed to have consented to the assumption and assignment of the applicable Proposed Assumed Contract(s) and adequate assurance of future performance in connection therewith to the applicable Successful Bidder and forever shall be barred from asserting any objection with regard to such assumption and assignment (unless the Counterparty has filed a timely Cure Objection with respect to such Proposed Assumed Contract(s)) or adequate assurance of future performance in connection therewith or any other claims related to such Proposed Assumed Contract(s) against the Debtors or any Successful Bidder(s) or their respective property and (b) the applicable Successful Bidder shall be deemed to have provided adequate assurance of future performance with respect to the applicable Proposed Assumed Contract(s) in accordance with Bankruptcy Code section 365(f)(2)(B), notwithstanding anything to the contrary in any Proposed Assumed Contract, or any other document.**

15. The inclusion of a Contract or other document or Cure Costs on Schedule 1 of this Assumption and Assignment Notice or on any subsequently filed Proposed Assumed Contracts Notice (collectively, the “Contract Notices”) shall not constitute or be deemed a determination or admission by the Debtors, the applicable Successful Bidder(s), or any other party in interest that such Contract or other document is an executory contract or an unexpired lease within the meaning of the Bankruptcy Code or that the stated Cure Costs are due (all rights with respect thereto being expressly reserved). The Debtors reserve all of their rights, claims, and causes of action with respect to each Contract or other document listed on the Contract Notices. **The Debtors’ inclusion of any Contract on the Contract Notices is not a guarantee that such contract ultimately will be assumed or assumed and assigned.** The Contract Notices shall be without prejudice to each Successful Bidder's rights, if any, under the applicable Asset Purchase Agreement, to subsequently exclude Proposed Assumed Contracts from the assumption or assignment prior to the closing of an applicable Sale Transaction(s).

16. The Debtors fully reserve the right to amend, modify or supplement the Contract Notices (each, an “Amended Contract Notice”); provided that the deadline for any Counterparty that is added to an Amended Contract Notice or whose Cure Cost under a Contract is reduced to file (a) a Cure Objection shall be **4:00 p.m. (prevailing Central Time) on the date that is the later to occur of (i) seven days following service of the Amended Contract Notice or (ii) June 21, 2022;** and (b) an Adequate Assurance Objection by the earlier of **one business day following the service of the Amended Contract Notice or the date of the Sale Hearing;** provided, however, that if the earlier date is the Sale Hearing, the Counterparty need not file a written

Adequate Assurance Objection and may instead make its Adequate Assurance Objection on the record at the Sale Hearing.

17. The Debtors' assumption and/or assignment of a Contract is subject to approval by the Court and consummation of one or more Sale Transactions. Absent consummation of one or more Sale Transactions and entry of a Sale Order approving the assumption and/or assignment of the Contracts, the Contracts shall be deemed neither assumed nor assigned, and shall in all respects be subject to subsequent assumption or rejection by the Debtors.

Dated: [], 2022
Houston, Texas

/s/

JACKSON WALKER LLP

Matthew D. Cavanaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
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*Proposed Co-Counsel to the Debtors and
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*Proposed Co-Counsel to the Debtors and Debtors in
Possession*

Schedule 1

Counterparty	Counterparty Address	Title/Description of Contract	Cure Cost

TAB C

This is Exhibit “C” referred to in the Affidavit of Michael K. Robinson sworn before me May 2, 2022 by videoconference in accordance with O. Reg 431/20.

A handwritten signature in blue ink, appearing to read 'J. Bornstein', is positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Jeremy Bornstein
Law Society of Ontario Number: 65425C

**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> , ¹	)	Case No. 22-90018 (DRJ)
)	
Debtors.	)	(Jointly Administered)
)	

**DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN ORDER (I) SETTING BAR
DATES FOR FILING PROOFS OF CLAIM, INCLUDING REQUESTS FOR PAYMENT
UNDER SECTION 503(b)(9), (II) ESTABLISHING AMENDED SCHEDULES
BAR DATE AND REJECTION DAMAGES BAR DATE, (III) APPROVING
THE FORM AND MANNER FOR FILING PROOFS OF CLAIM, INCLUDING
SECTION 503(b)(9) REQUESTS, AND (IV) APPROVING NOTICE OF BAR DATES**

Emergency relief has been requested. Relief is requested no later than 10:30 a.m. (prevailing Central Time) on May 11, 2022.

If you object to the relief requested or you believe that 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.

A hearing will be conducted on this matter on May 11, 2022 at 10:30 a.m. (prevailing Central Time) in Courtroom 400, 4th Floor, 515 Rusk Street, Houston, TX 77002. You may participate in the hearing either in person or by an audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Jones's conference room number is 205691. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Jones's home page. The meeting code is "JudgeJones". Click the settings icon in the upper right corner and enter your name under the personal information setting.

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.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the “Electronic Appearance” link on Judge Jones’s home page. Select the case name, complete the required fields and click “Submit” to complete your appearance.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state as follows in support of this motion (the “Motion”):

RELIEF REQUESTED

1. The Debtors seek entry of an order, substantially in the form attached hereto (the “Bar Date Order”), granting the following relief:

- a. The General Bar Date. Establishing **Wednesday, June 15, 2022** (the “General Bar Date”) as the deadline by which each entity² (other than governmental units) must file a written proof of claim, substantially in the form of the Proof of Claim Form (as defined herein) or Official Form 410 (a “Proof of Claim”), based on prepetition claims, including claims arising under section 503(b)(9) of title 11 of the United States Code (the “Bankruptcy Code”);
- b. Governmental Bar Date. Establishing **Monday, October 10, 2022** as the deadline by which each governmental unit must file a Proof of Claim (the “Governmental Bar Date”);
- c. Rejection Damages Bar Date. Establishing **the later of (i) the General Bar Date or the Governmental Bar Date, as applicable, and (ii) the date that is thirty (30) days following entry of an order approving the rejection of an executory contract or lease** as the deadline by which each entity must file a Proof of Claim based on a claim arising from such rejection (the “Rejection Damages Bar Date”);
- d. Amended Schedules Bar Date. In the event that the Debtors amend their schedules (the “Schedules”), establishing **the later of (i) the General Bar Date or the Governmental Bar Date, as applicable, and (ii) the date that is thirty (30) days following the date on which the Debtors mail notice of such amendment** as the deadline by which each entity must file a Proof of Claim based on claims affected by such amendment (the “Amended Schedules Bar Date” and, together with the General Bar Date, the

² All terms used but not defined herein that are specifically defined in the Bankruptcy Code, including “entity,” “claim,” and “governmental unit,” shall have the meanings ascribed to such terms in section 101 of the Bankruptcy Code.

Governmental Bar Date, and the Rejection Damages Bar Date, as applicable, the “Bar Dates”);

- e. Proof of Claim Form. Approving the proposed modified proof of claim form attached to the Bar Date Order as **Exhibit 1** (the “Proof of Claim Form”);
- f. Bar Date Notice. Approving the proposed form and manner of notice of the Bar Dates, substantially in the form attached to the Bar Date Order as **Exhibit 2** (the “Bar Date Notice”); and
- g. Publication Notice. Approving the proposed form and manner of publication notice, substantially in the form attached to the Bar Date Order at **Exhibit 3** (the “Publication Notice”).

2. In support of this Motion, the Debtors rely upon and incorporate by reference the *Declaration of Michael K. Robinson, Chief Executive Officer and President of the Debtors in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 7] (the “First Day Declaration”).³

JURISDICTION AND VENUE

3. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding under 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order by the Court. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The predicates for the relief requested herein are sections 105(a), 501, 502, and 1111(a) of the Bankruptcy Code, rules 2002(a)(7), (f), and (l), 3003(c), and 5005(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and paragraph 32 of the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the “Complex Case Rules”).

³ Where context requires, capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the First Day Declaration.

BACKGROUND

I. Overview of the Chapter 11 Cases

5. On April 11, 2022 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code commencing the above-captioned chapter 11 cases (the “Chapter 11 Cases”). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases. On April 25, 2022, the U.S. Trustee appointed an Official Committee of Unsecured Creditors [Docket No. 137].

6. Also on April 11, 2022, Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee (“Sungard AS Canada”) commenced proceedings (the “Canadian Proceedings”) under the Companies’ Creditors Arrangement Act (Canada) in the Ontario Superior Court of Justice (Commercial List) seeking recognition of its chapter 11 case. The Canadian Court granted the relief requested on April 14, 2022 and appointed Alvarez & Marsal Canada Inc. as information officer (the “Information Officer”) in the Canadian Proceedings.

7. The Debtors and their non-Debtor affiliates (collectively, the “Company”) provide high availability, cloud-connected infrastructure services built to deliver business resilience to their customers in the event of an unplanned business disruption, ranging from man-made events to natural disasters. Headquartered in Wayne, Pennsylvania, the Debtors employ approximately 585 individuals in the United States and Canada. The Company operates 55 facilities (comprising 24 data centers and 31 work area recovery centers) and provides services to approximately 2,001 customers across the United States, the United Kingdom, Canada, Ireland, France, India, Belgium, Luxembourg and Poland. The Company generated approximately \$587 million in revenue for

fiscal year 2021 and, as of the Petition Date, the Debtors had approximately \$424 million in aggregate principal amount of prepetition funded debt obligations.

THE BAR DATES

8. The Debtors request the approval of the proposed Bar Dates. The Debtors anticipate that they will file the Schedules no later than June 3, 2022, which will provide at least 12 days to review the Schedules before the proposed General Bar Date and 130 days to review before the Governmental Bar Date. This proposed timeline will provide claimants with adequate notice and opportunity to review their records and the Schedules to determine whether to file a Proof of Claim.

I. General Bar Date

9. The Debtors request that the Court establish **Wednesday, June 15, 2022** as the General Bar Date by which all entities (other than governmental units) must file proofs of claim based on claims against the Debtors that arose or are deemed to have arisen prior to the Petition Date, including claims arising under section 503(b)(9) of the Bankruptcy Code and all secured, unsecured, priority, and non-priority claims, such that they are **actually received** by the Debtors' claims and noticing agent, Kroll Corporate Restructuring, LLC ("Kroll"), by the General Bar Date. Notwithstanding the foregoing, the General Bar Date would not apply to claims falling under one of the other proposed Bar Dates.

II. Governmental Bar Date

10. In accordance with section 502(b)(9) of the Bankruptcy Code, the Debtors request that the Court establish **Monday, October 10, 2022** as the Governmental Bar Date by which all governmental units must file proofs of claim based on claims against the Debtors that arose or are deemed to have arisen prior to the Petition Date, including all secured, unsecured, priority, and non-priority claims, claims arising under section 503(b)(9) of the Bankruptcy Code, and claims

for unpaid taxes arising from prepetition tax years or periods or prepetition transactions, such that they are **actually received** by Kroll by the Governmental Bar Date.

III. Rejection Damages Bar Date

11. The Debtors request that the Court establish the later of (i) the General Bar Date or the Governmental Bar Date, as applicable, and (ii) on the date that is thirty (30) days following entry of an order approving the Debtors' rejection of an executory contract or unexpired lease as the Rejection Damages Bar Date by which all entities must file proofs of claim based on claims against the Debtors arising from the rejection of such executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code ("Rejection Damages Claims"), such that they are **actually received** by Kroll by the Rejection Damages Bar Date.

IV. Amended Schedules Bar Date

12. The Debtors request that the Court establish the later of (i) the General Bar Date or the Governmental Bar Date, as applicable, and (ii) on the date that is thirty (30) days following the date on which the Debtors mail notice of an amendment to their Schedules pursuant to Bankruptcy Local Rule 1009-1 as the Amended Schedules Bar Date by which all entities must file proofs of claim based on claims affected by such amendment, such that they are **actually received** by Kroll by the Amended Schedules Bar Date.

PROCEDURES FOR FILING PROOFS OF CLAIM

I. Parties Required to File Proofs of Claim

13. Except as otherwise set forth herein, the Debtors propose that the following entities holding claims against the Debtors arising prior to the Petition Date be required to file Proofs of Claim on or before the General Bar Date or other applicable Bar Date:

- a. any entity whose claim against a Debtor is not listed in the applicable Debtor's Schedules or whose claim is listed as contingent, unliquidated, or disputed, if such entity desires to participate in the Chapter 11 Cases or

otherwise wishes to share in any distribution arising from the Chapter 11 Cases;

- b. any entity that believes its claim is improperly classified in the Schedules or listed for an incorrect amount and desires to have its claim allowed under a classification or in an amount different than set forth in the Schedules;
- c. any former or present full-time, part-time, salaried, or hourly employee asserting a claim based on a grievance against any Debtor to the extent the grounds for such grievance arose on or prior to the Petition Date;
- d. any entity that believes its claim is listed in the wrong Debtor's Schedule and desires to have its claim allowed against a Debtor whose Schedule does not list such entity's claim; and
- e. any entity alleging that its claim is or may qualify as an administrative expense pursuant to section 503(b)(9) of the Bankruptcy Code.

II. Parties Not Required to File Proofs of Claim

14. The Debtors request that the following entities not be required to file Proofs of Claim:

- a. the U.S. Trustee, on account of claims for fees payable pursuant to 28 U.S.C. § 1930;
- b. any entity that has already filed a signed Proof of Claim against the respective Debtor(s) with the Clerk of the Court or with Kroll in a form substantially similar to Official Form 410;
- c. any entity whose claim is listed on the Schedules and: (i) is **not** listed in the Schedules as "disputed," "contingent," or "unliquidated;" (ii) such entity agrees with the amount, nature, and priority of the claim as set forth in the Schedules; and (iii) such entity does not dispute the claim is an obligation of the specific Debtor whose Schedules list such claim;
- d. any entity whose claim has previously been allowed by a final order of the Court;
- e. any Debtor holding a claim against another Debtor;
- f. any entity whose claim is solely against any of the Debtors' non-Debtor affiliates;
- g. any entity whose claim has been paid in full by the Debtors pursuant to the Bankruptcy Code or in accordance with a Court order;

- h. a current employee of the Debtors whose claim is for a wage, commission, or benefit that the Court has authorized, by entry of an order, the Debtors to pay in the ordinary course of business; *provided*, that a current employee must submit a Proof of Claim by the applicable Bar Date for all other claims arising prior to the Petition Date, including claims for wrongful termination, discrimination, harassment, hostile work environment, or retaliation;
- i. any current officer, manager, director, or employee for claims based on indemnification, contribution, or reimbursement;
- j. any entity holding a claim for which a separate deadline is fixed by this Court;
- k. any entity holding a claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative expense; *provided* that any entity asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code must file a Proof of Claim based on such claim by the General Bar Date;
- l. any party that is exempt from filing a Proof of Claim pursuant to an order of the Court in these Chapter 11 Cases, including, without limitation, pursuant to an order granting the Debtors' motion to approve debtor-in-possession financing and use of cash collateral [Docket No. 3]; and
- m. any entity holding an equity interest in any Debtor.

III. Form of Proof of Claim

15. The Debtors have prepared, and request that the Court approve, a modified proof of claim form, which is based on Official Form 410 and attached to the proposed Bar Date Order as **Exhibit 1**. The Proof of Claim Form has been modified to allow creditors to request payment for claims arising under section 503(b)(9) of the Bankruptcy Code. Creditors may choose not to use the modified Proof of Claim Form and instead submit Proofs of Claim on Official Form 410.

IV. Requirements for Preparing and Filing Proofs of Claim

16. With respect to preparing and filing a Proof of Claim, the Debtors propose that each Proof of Claim meet the following requirements:

- a. **Contents.** Each Proof of Claim must: (i) be written in English; (ii) include a claim amount denominated in United States dollars; (iii) conform substantially with the Proof of Claim Form provided by the Debtors or

Official Form 410; and (iv) be signed by the claimant or by an authorized agent or legal representative on behalf of the claimant.

- b. **Section 503(b)(9) Claim.** Any Proof of Claim asserting a claim entitled to priority under section 503(b)(9) must also: (i) include the value of the goods received by the Debtors in the twenty (20) days prior to the Petition Date; (ii) attach any documentation identifying the particular invoices for which the 503(b)(9) claim is being asserted; and (iii) attach documentation of any reclamation demand made to the Debtors under section 546(c) of the Bankruptcy Code (if applicable).
- c. **Electronic Signatures Permitted.** Only **original** Proofs of Claim signed (including electronically) by the claimant or an authorized agent or legal representative of the claimant are acceptable for purposes of claims administration. Copies of Proofs of Claim, or Proofs of Claim sent by facsimile or electronic mail will not be accepted. Unless otherwise ordered and/or authorized by this Court, an original Proof of Claim filed with the original signature (including electronic) of a party other than the creditor who filed that claim must be retained and preserved by the filing party for a period of not less than 5 years after these Chapter 11 Cases are closed. The filing party must produce the original document to the Court or other third party upon request for their review as required by the Administrative Procedures for the Filing, Signing, and Verifying of Documents by Electronic Means in Texas Bankruptcy Courts.
- d. **Identification of the Debtor Entity.** Each Proof of Claim must clearly identify the Debtor against which a claim is asserted, including the individual Debtor's case number. A Proof of Claim filed without identifying a specific Debtor will be deemed as filed only against Sungard Availability Services, LP ("Sungard AS LP"), the Debtors' primary operating entity.
- e. **Claim Against Multiple Debtor Entities.** Each Proof of Claim must state a claim against **only one** clearly identified Debtor. If a Proof of Claim lists more than one Debtor it may be treated as filed only against Sungard AS LP. Notwithstanding anything to the contrary set forth in the Bar Date Order, the filing of a Proof of Claim by an administrative agent or indenture trustee in one of the Chapter 11 Cases will also be deemed to constitute the filing of a Proof of Claim in the cases of all other Debtors against whom a claim may be asserted under the applicable credit agreement, indenture, or other operative documents.
- f. **Supporting Documentation.** Each Proof of Claim must include supporting documentation in accordance with Bankruptcy Rules 3001(c) and (d). If, however, such documentation is voluminous, such Proof of Claim may include a summary of such documentation or an explanation as to why such documentation is not available; *provided*, that (i) the Proof of Claim contain

current contact information for the creditor or its designated representative from whom the Debtors may request the full supporting documentation and (ii) such party must produce those documents upon request by Debtors' counsel no later than ten (10) days from the date of such request.

- g. **Timely Service.** Each Proof of Claim must be filed, including supporting documentation, so as to be **actually received** by Kroll on or before the applicable Bar Date: (i) electronically via the interface through PACER (Public Access to Court Electronic Records at <http://ecf.txsb.uscourts.gov>) or the interface available on Kroll's website at <https://cases.ra.kroll.com/SungardAS/> or (ii) by first class U.S. mail, overnight U.S. mail, or other hand delivery method at the following address:

Sungard AS New Holdings, LLC Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

- h. **Receipt of Service.** Claimants wishing to receive proof of receipt of their Proofs of Claim submitted by U.S. mail must enclose (i) a copy of the Proof of Claim Form (in addition to the original Proof of Claim Form sent to Kroll) and (ii) a self-addressed, stamped envelope to Kroll.

CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM

17. Pursuant to Bankruptcy Rule 3003(c)(2), the Debtors request that any entity that is required but fails to timely and properly file a Proof of Claim in these Chapter 11 Cases in accordance with the Bankruptcy Code, the Bankruptcy Rules, or the Bar Date Order be barred from asserting such claim or filing a Proof of Claim with respect thereto in the Debtors' cases. Such entity shall also be prohibited, with respect to such claim, from voting on any chapter 11 plan filed in these Chapter 11 Cases and participating in distributions.

18. The Debtors request that any entity asserting a claim entitled to priority pursuant to section 503(b)(9) of the Bankruptcy Code that is required but fails to timely and properly file a Proof of Claim in these Chapter 11 Cases in accordance with the Bankruptcy Code, the Bankruptcy Rules, or the Bar Date Order shall not be entitled to any priority treatment on account of such claim

pursuant to section 503(b)(9) of the Bankruptcy Code, regardless of whether such claim is identified on the Schedules as not contingent, not disputed, and liquidated.

PROCEDURES FOR PROVIDING NOTICE OF THE BAR DATES

19. The Debtors propose the following procedures for providing mailing and publication notice of the Bar Dates.

I. Mailing of Bar Date Notices

20. Pursuant to Bankruptcy Rule 2002(a)(7), no later than two (2) business days or as soon as reasonably practicable after entry of the Bar Date Order, the Debtors will cause written notice of the Bar Dates, substantially in the form attached as **Exhibit 2** to the Bar Date Order, and a Proof of Claim Form (collectively, the “Bar Date Package”) to be mailed via first class mail to the following parties (or their respective counsel, if known):

- a. the U.S. Trustee for the Southern District of Texas;
- b. the entities listed as holding the 30 largest unsecured claims against the Debtors (on a consolidated basis);
- c. all creditors and other known holders of claims against the Debtors as of the date of entry of the Bar Date Order, including all entities listed in the Schedules as holding claims against the Debtors;
- d. all entities that have requested notice pursuant to Bankruptcy Rule 2002 as of the date of the Bar Date Order;
- e. all entities that have filed Proofs of Claim in these Chapter 11 Cases as of the date of the Bar Date Order;
- f. all known non-Debtor equity and interest holders of the Debtors as of the date the Bar Date Order is entered;
- g. all entities who are a party to executory contracts and unexpired leases with the Debtors;
- h. all entities who are a party to active litigation with the Debtors;
- i. all current and former employees (to the extent that contact information for former employees is available in the Debtors’ records);

- j. all regulatory authorities that regulate the Debtors' business, including environmental and permitting authorities;
- k. the Offices of the Attorney General for each of the states in which the Debtors maintain or conduct business;
- l. the District Director of the Internal Revenue Service for the Southern District of Texas;
- m. all other taxing authorities for the jurisdictions in which the Debtors maintain or conduct business;
- n. all other entities listed on the Debtors' matrix of creditors;
- o. the United States Securities and Exchange Commission;
- p. the Office of the United States Attorney for the Southern District of Texas; and
- q. all entities that have filed a notice of appearance in the Canadian Proceedings or are on the service list posted on the Information Officer's website, in each case as of the date the Bar Date Order is entered.

21. Further, the Debtors shall post the Proof of Claim Form and the Bar Date Notice on (i) the Debtors' case website established by Kroll at <https://cases.ra.kroll.com/SungardAS/> and (ii) the Information Officer's website established in respect of the Canadian Proceedings at <https://www.alvarezandmarsal.com/SungardASCanada>.

22. The Bar Date Notice will provide sufficient notice of the Bar Dates and contain information regarding who must file a Proof of Claim, the procedures for filing a Proof of Claim, and the consequences of failure to timely file a Proof of Claim. Each creditor shall have an opportunity to inspect the Proof of Claim Form provided by the Debtors and correct any information that is missing, incorrect, or incomplete. The Debtors respectfully request that the Court approve the use of the Bar Date Notice as outlined in this Motion.

II. Supplemental Mailings

23. After the initial mailing of the Bar Date Package, the Debtors may, in their discretion, make supplemental mailings of notices, including in the event that: (a) notices are

returned by the post office with forwarding addresses;⁴ (b) certain parties, acting on behalf of parties in interest (*e.g.*, banks and brokers with respect to equity or interest holders), decline to pass along notices to these parties and instead return their names and addresses to the Debtors for direct mailing; and (c) additional potential claimants or parties in interest that become known as the result of the Bar Date noticing process. In this regard, the Debtors request that the Court permit the Debtors to make supplemental mailings of the Bar Date Package in these and similar circumstances at any time up to fourteen (14) days in advance of the applicable Bar Date, with any such mailings deemed timely and the relevant Bar Date being applicable to the recipient creditors.

III. Publication Notice

24. In the interest of ensuring that all potential claimants receive adequate notice of the Bar Dates, in addition to providing the Bar Date Notice to known creditors, the Debtors propose to provide notice of the Bar Dates by publication. The Debtors propose to publish the Bar Date Notice as soon as reasonably practicable after entry of the Bar Date Order and in accordance with Bankruptcy Rule 2002(1), modified for publication in substantially the form of the Publication Notice attached as **Exhibit 3** to the Bar Date Order, on one occasion in the national edition of *The New York Times* (or similar national newspaper) and any such other local publication, including a national newspaper in Canada, in English or translated, that the Debtors deem appropriate and disclose in their affidavit of service.

25. The proposed Publication Notice includes a telephone number that creditors may call to obtain copies of the Proof of Claim Form, the URL for the case website maintained by Kroll at which creditors may obtain a copy of a Proof of Claim Form, information concerning the

⁴ However, if notices are returned as “return to sender” without a forwarding address, the Debtors request that they should not be required to mail additional notices to such entities.

procedures and appropriate deadlines for filing Proofs of Claim, and contact information for the Debtors regarding questions about the Debtors' claim process.

BASIS FOR RELIEF

I. Ample Authority Exists to Approve the Bar Dates and the Proposed Procedures for Filing Proofs of Claim in These Chapter 11 Cases

26. Bankruptcy Rule 3003(c)(3) provides that, in chapter 11 cases, “[t]he court shall fix . . . the time within which proofs of claim or interest may be filed.” Fed. R. Bankr. P. 3003(c)(3). Section 502(b)(9) of the Bankruptcy Code provides that proofs of claim filed by governmental units shall be timely if filed before 180 days after entry of the order of relief. 11 U.S.C. § 502(b)(9). The Complex Case Rules provide that government units must file proofs of claim before 180 days after the petition date and all other entities must file proofs of claim before 90 days after the first date set for the meeting of creditors, unless the court orders otherwise. Complex Case Rule ¶ 32.

27. The claims bar date “promote[s] the expeditious and efficient administration of bankruptcy cases,” thereby permitting the debtor and parties in interest to determine and evaluate the liabilities of the estate. *Grossie v. Sam (In re Sam)*, 894 F.2d 778, 781 (5th Cir. 1990). The procedures described herein provide creditors with appropriate notice, opportunity, and a clear process for filing Proofs of Claim to achieve administrative and judicial efficiency. Indeed, the proposed procedures will provide comprehensive notice and clear instructions to creditors, on the one hand, and allow these Chapter 11 Cases to move forward quickly with minimal administrative expense and delay, on the other hand.

28. The Debtors' proposed procedures will help avoid confusion or uncertainty among creditors that might lead them to file unnecessary protective Proofs of Claim or multiple Proofs of Claim that would cause expense and delay in the claims process for all parties. The proposed

procedures are designed to comply with the Bankruptcy Code and provide the Debtors with flexibility in case of the need for supplemental bar dates or situations in which a creditor's claim status may change during these Chapter 11 Cases (such as in the event of contract rejections).

II. The Proposed Notice Procedures Are Reasonable and Appropriate

29. Bankruptcy Rule 2002(a)(7) requires that the Debtors provide claimants at least twenty-one (21) days' notice by mail of the Bar Dates pursuant to Bankruptcy Rule 3003(c). Fed. R. Bankr. P. 2002(a)(7). Additionally, Bankruptcy Rule 2002(l) provides that the Court may order notice by publication if it finds that notice by mail is impractical or it is desirable to supplement other notice. Fed. R. Bankr. P. 2002(l). Bankruptcy Rule 9008 also provides that the Court shall determine the form and manner of publication notice, the newspapers used, and the frequency of publication. Fed. R. Bankr. P. 9008.

30. Where a creditor is known to the debtor, due process requires that the debtor must take reasonable steps, such as direct mailing, to provide actual notice of the deadline for filing Proofs of Claim. A creditor's identity is "reasonably ascertainable" if that creditor can be identified through "reasonably diligent efforts." *Mennonite Bd. of Missions v. Adams*, 462 U.S. 791, 798 n.4 (1983). But this does not require the debtor to engage in "impracticable and extended searches . . . in the name of due process." *See Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 317-18 (1950). Rather, the required search is limited to a debtor's "books and records." *See, e.g., Chemetron*, 72 F.3d at 347.

31. The Debtors propose to send the Bar Date Package via first class mail to known creditors by no later than two (2) business days or as soon as reasonably practicable after entry of the Bar Date Order, providing such creditors with thirty-three (33) days' written notice of the Bar Dates. Debtors will provide unknown creditors adequate notice of the Bar Dates through publication promptly after entry of the Bar Date Order. *See, e.g., Mullane* 339 U.S. at 317.

32. In addition, in the event the Debtors amend or supplement the Schedules after serving the Bar Date Notice, the Debtors shall give notice of any such amendment or supplement and of the corresponding Amended Schedules Bar Date to the holders of affected claims, such that affected holders will have no less than thirty (30) days from the notice date to file Proofs of Claim with respect to their affected claims. Under the proposed Rejection Damages Bar Date, holders of claims arising from the rejection of an executory contract or unexpired lease shall have no less than thirty (30) days from the date of the order approving such rejection to file a Proof of Claim based on claims arising from such rejection.

33. Requiring entities asserting claims pursuant to section 503(b)(9) of the Bankruptcy Code to assert such claims by filing a Proof of Claim on or prior to the General Bar Date will ensure that the Debtors have complete information regarding the nature, validity, and amount of such section 503(b)(9) claims, while affording parties asserting section 503(b)(9) claims appropriate and adequate notice. This facilitates a more cost-effective and efficient claims process by obviating the need for the Debtors to file a response to such administrative expense requests.⁵ For this reason, courts routinely fix bar dates for filing claims under section 503(b)(9) of the Bankruptcy Code.

34. The procedures and notice periods described herein provide clear notice of the Bar Dates and afford creditors sufficient opportunity to review the Schedules and file Proofs of Claim in satisfaction of the requirements of the Bankruptcy Rules and consistent with the underlying policies of the Bankruptcy Code while, at the same time, ensuring that the Debtors can achieve

⁵ For the avoidance of doubt, parties asserting administrative claims under all other sub-parts of section 503(b) of the Bankruptcy Code must make separate requests for payment in accordance with section 503(a) of the Bankruptcy Code or as otherwise specified by order of the Court or in any plan confirmed in these Chapter 11 Cases.

certainty with respect to their liabilities in a timely manner. Accordingly, the Bar Dates and the form and manner of providing notice thereof are appropriate in light of the circumstances, inure to the benefit of all parties in interest, and should be approved.

EMERGENCY CONSIDERATION

35. The Debtors request emergency consideration of the Motion pursuant to Bankruptcy Rule 9013 to maximize creditors' notice of the deadlines to file Proofs of Claim while also setting a deadline for the General Bar Date that allows the Debtors to meet the milestones required to maintain their debtor-in-possession financing—in particular, the July 29, 2022 deadline to obtain confirmation of a chapter 11 plan, which requires the Debtors to be positioned to commence solicitation by late June. Shortening notice of this Motion to maximize notice of the Bar Dates is warranted under the circumstances.

RESERVATION OF RIGHTS

36. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any claim; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a waiver of any claims or causes of action which may exist against any creditor or interest holder; (f) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law;

(h) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance of property of the Debtors' estates; and (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid. If the Court grants the relief sought herein, any payment made pursuant to an order of the Court is not intended and should not be construed as an admission as to the validity or priority of any claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

NOTICE

The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) counsel for the Official Committee of Unsecured Creditors; (c) counsel for PNC Bank, National Association, as the administrative agent under the Debtors' prepetition revolving credit facility and ABL DIP facility; (d) counsel for Alter Domus Products Corp., as the administrative agent under each of the Debtors' prepetition term loan facilities; (e) counsel for the ad hoc group of term loan lenders and the term loan DIP lenders; (f) counsel for Acquiom Agency Services LLC, as term loan DIP agent under the Debtors' term loan DIP facility; (g) the United States Attorney's Office for the Southern District of Texas; (h) the Internal Revenue Service; (i) the United States Securities and Exchange Commission; (j) the Environmental Protection Agency and all similar state environmental agencies for states in which the Debtors conduct business; (k) the state attorneys general in the states where the Debtors conduct their business operations; and (l) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no further notice is necessary.

The Debtors request that the Court enter the Bar Date Order, granting the relief requested in this Motion and such other and further relief as the Court deems appropriate under the circumstances.

Dated: April 27, 2022
Houston, Texas

/s/ Rebecca Blake Chaikin

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

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge.
This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Rebecca Blake Chaikin
Rebecca Blake Chaikin

Certificate of Service

I certify that on April 27, 2022 I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Rebecca Blake Chaikin
Rebecca Blake Chaikin

**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> , ¹	)	Case No. 22-90018 (DRJ)
)	
Debtors.	)	(Jointly Administered)
)	
	)	Re: Docket No ____

**ORDER (I) SETTING BAR DATES FOR FILING
PROOFS OF CLAIM, INCLUDING REQUESTS FOR PAYMENT
UNDER SECTION 503(b)(9), (II) ESTABLISHING AMENDED SCHEDULES
BAR DATE AND REJECTION DAMAGES BAR DATE, (III) APPROVING
THE FORM OF AND MANNER FOR FILING PROOFS OF CLAIM, INCLUDING
SECTION 503(b)(9) REQUESTS, AND (IV) APPROVING NOTICE OF BAR DATES**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Bar Date Order”) (a) establishing deadlines for filing proofs of claim, including requests for payment under section 503(b)(9) of the Bankruptcy Code, in these Chapter 11 Cases, (b) establishing the Amended Schedules Bar Date and the Rejection Damages Bar Date, (c) approving the form and manner for filing such claims, including any section 503(b)(9) requests for payment, and (d) approving notice of the Bar Dates, 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 within the meaning

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

of 28 U.S.C. § 157(b); and that this Court 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 and no other notice need be provided; and this Court having reviewed the Motion; and this Court having determined that the legal and factual bases set forth in the Motion 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:

I. Bar Dates and Procedures for Filing Proofs of Claim

1. Each entity³ that asserts a claim (whether secured, unsecured, priority, or non-priority) against the Debtors that arose or is deemed to have arisen before the Petition Date, including claims arising under section 503(b)(9) of the Bankruptcy Code, must file an original, written proof of claim (a "Proof of Claim"), substantially in the form attached hereto as **Exhibit 1** (the "Proof of Claim Form") or Official Form 410, so that it is **actually received** by the Debtors' claims and noticing agent, Kroll Corporate Restructuring, LLC ("Kroll"), in accordance with the instructions set forth in this Bar Date Order, on or before **Wednesday, June 15, 2022** (the "General Bar Date"). The General Bar Date applies to all types of claims against the Debtors that arose or are deemed to have arisen before the Petition Date, except for claims specifically exempt from

³ Except as otherwise defined herein and in the Motion, all terms used but not defined herein that are specifically defined in the Bankruptcy Code, including "entity," "claim," and "governmental unit," shall have the meanings ascribed to such terms in section 101 of the Bankruptcy Code.

complying with the applicable Bar Dates (as defined herein) as set forth in the Motion or this Bar Date Order.

2. Each governmental unit that asserts a claim (whether secured, unsecured, priority, or non-priority) against the Debtors that arose or is deemed to have arisen before the Petition Date, including claims arising under section 503(b)(9) of the Bankruptcy Code and claims for unpaid taxes arising from prepetition tax years or periods or prepetition transactions, must file a Proof of Claim so that it is **actually received** by Kroll, in accordance with the instructions set forth in this Bar Date Order, on or before **Monday, October 10, 2022** (the “Governmental Bar Date”).

3. Unless otherwise ordered, each entity asserting a claim arising from the Debtors’ rejection of an executory contract or unexpired lease must file a Proof of Claim on account of such claim so that it is **actually received** by Kroll, in accordance with the instructions set forth in this Bar Date Order, by the later of (a) the General Bar Date or Governmental Bar Date, as applicable, and (b) on the date that is thirty (30) days following entry of an order approving the Debtors’ rejection of such executory contract or unexpired lease (the “Rejection Damages Bar Date”).

4. If the Debtors amend their Schedules after having given notice of the Bar Dates (as defined below), the Debtors shall give notice by first-class mail of any amendment to holders of claims affected thereby, and, except for entities that are exempt from complying with the applicable Bar Dates, as set forth in this Bar Date Order, such holders must file Proofs of Claim on account of such affected claims so that they are **actually received** by Kroll, in accordance with the instructions set forth in this Bar Date Order, by the later of (a) the General Bar Date or Governmental Bar Date, as applicable, and (b) on the date that is thirty (30) days from the date the notice of the Schedule amendment is mailed (the “Amended Schedules Bar Date” and together with the General Bar Date, the Governmental Bar Date, and the Rejection Damages Bar Date, as applicable, the “Bar Date” or “Bar Dates”).

5. All Proofs of Claim must be filed so as to be **actually received** by Kroll on or before the applicable Bar Date. If Proofs of Claim are not received by Kroll on or before the applicable Bar Date, except in the case of certain exceptions explicitly set forth herein, the holders of the underlying claims shall be barred from asserting such claims against the Debtors and precluded from voting on any plans of reorganization filed in these Chapter 11 Cases and/or receiving distribution from the Debtors on account of such claims in these Chapter 11 Cases.

II. Parties Exempted from the Bar Date

6. The following categories of claimants, in the capacities described below, shall not be required to file a Proof of Claim by the Bar Date:

- a. the U.S. Trustee, on account of claims for fees payable pursuant to 28 U.S.C. § 1930;
- b. any entity that has already filed a signed Proof of Claim against the respective Debtor(s) with the Clerk of the Court or with Kroll in a form substantially similar to Official Form 410;
- c. any entity whose claim is listed on the Schedules and: (i) is **not** listed in the Schedules as “disputed,” “contingent,” or “unliquidated;” (ii) such entity agrees with the amount, nature, and priority of the claim as set forth in the Schedules; and (iii) such entity does not dispute the claim is an obligation of the specific Debtor whose Schedules list such claim;
- d. any entity whose claim has previously been allowed by a final order of the Court;
- e. any Debtor holding a claim against another Debtor;
- f. any entity whose claim is solely against any of the Debtors’ non-Debtor affiliates;
- g. any entity whose claim has been paid in full by the Debtors pursuant to the Bankruptcy Code or in accordance with a Court order;
- h. a current employee of the Debtors whose claim is for a wage, commission, or benefit that the Court has authorized, by entry of an order, the Debtors to pay in the ordinary course of business; *provided*, that a current employee must submit a Proof of Claim by the applicable Bar Date for all other claims arising prior to the Petition Date, including claims for wrongful termination, discrimination, harassment, hostile work environment, or retaliation;

- i. any current officer, manager, director, or employee for claims based on indemnification, contribution, or reimbursement;
- j. any entity holding a claim for which a separate deadline is fixed by this Court;
- k. any entity holding a claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative expense; *provided* that any entity asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code must file a Proof of Claim based on such claim by the General Bar Date;
- l. any party that is exempt from filing a Proof of Claim pursuant to an order of the Court in these Chapter 11 Cases, including, without limitation, pursuant to an order granting the Debtors' motion to approve debtor-in-possession financing and use of cash collateral; and
- m. any entity holding an equity interest in any Debtor.

III. Substantive Requirements of Proofs of Claim

7. The following requirements shall apply with respect to filing and preparing each Proof of Claim:

- a. **Contents.** Each Proof of Claim must: (i) be written in English; (ii) include a claim amount denominated in United States dollars; (iii) conform substantially with the Proof of Claim Form provided by the Debtors or Official Form 410; and (iv) be signed by the claimant or by an authorized agent or legal representative on behalf of the claimant.
- b. **Section 503(b)(9) Claim.** Any Proof of Claim asserting a claim entitled to priority under section 503(b)(9) must also: (i) include the value of the goods received by the Debtors in the twenty (20) days prior to the Petition Date; (ii) attach any documentation identifying the particular invoices for which the 503(b)(9) claim is being asserted; and (iii) attach documentation of any reclamation demand made to the Debtors under section 546(c) of the Bankruptcy Code (if applicable).
- c. **Electronic Signatures Permitted.** Only **original** Proofs of Claim signed (including electronically) by the claimant or an authorized agent or legal representative of the claimant are acceptable for purposes of claims administration. Copies of Proofs of Claim, or Proofs of Claim sent by facsimile or electronic mail will not be accepted. Unless otherwise ordered and/or authorized by this Court, an original Proof of Claim filed with the original signature (including electronic) of a party other than the creditor who filed that claim must be retained and preserved by the filing party for a period of not less than 5 years after these Chapter 11 Cases are closed.

The filing party must produce the original document to the Court or other third party upon request for their review as required by the Administrative Procedures for the Filing, Signing, and Verifying of Documents by Electronic Means in Texas Bankruptcy Courts.

- d. **Identification of the Debtor Entity.** Each Proof of Claim must clearly identify the Debtor against which a claim is asserted, including the individual Debtor's case number. A Proof of Claim filed without identifying a specific Debtor will be deemed as filed only against Sungard AS LP.
- e. **Claim Against Multiple Debtor Entities.** Each Proof of Claim must state a claim against **only one** clearly identified Debtor. If a Proof of Claim lists more than one Debtor it may be treated as filed only against Sungard AS LP. Notwithstanding anything to the contrary set forth in the Bar Date Order, the filing of a Proof of Claim by an administrative agent or indenture trustee in one of the Chapter 11 Cases will also be deemed to constitute the filing of a Proof of Claim in the cases of all other Debtors against whom a claim may be asserted under the applicable credit agreement, indenture, or other operative documents.
- f. **Supporting Documentation.** Each Proof of Claim must include supporting documentation in accordance with Bankruptcy Rules 3001(c) and (d). If, however, such documentation is voluminous, such Proof of Claim may include a summary of such documentation or an explanation as to why such documentation is not available; *provided*, that (i) the Proof of Claim contain current contact information for the creditor or its designated representative from whom the Debtors may request the full supporting documentation and (ii) such party must produce those documents upon request by Debtors' counsel no later than ten (10) days from the date of such request.
- g. **Timely Service.** Each Proof of Claim must be filed, including supporting documentation, so as to be **actually received** by Kroll on or before the applicable Bar Date: (i) electronically via the interface through PACER (Public Access to Court Electronic Records at <http://ecf.txsb.uscourts.gov>) or the interface available on Kroll's website at <https://cases.ra.kroll.com/SungardAS/> or (ii) by first class U.S. mail, overnight U.S. mail, or other hand delivery method at the following address:

Sungard AS New Holdings, LLC Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232
- h. **Receipt of Service.** Claimants wishing to receive proof of receipt of their Proofs of Claim submitted by U.S. mail must enclose (i) a copy of the Proof of Claim Form (in addition to the original Proof of Claim Form sent to Kroll) and (ii) a self-addressed, stamped envelope to Kroll.

IV. Identification of Known Creditors

8. The Debtors shall mail notice of the Bar Dates only to their known creditors, and such mailing shall be made to the last known mailing address for each such creditor, as reflected in the Debtors' books and records at such time.

V. Procedures for Providing Notice of the Bar Date

A. Mailing of Bar Date Notices

9. No later than two (2) business days or as soon as reasonably practicable after entry of this Bar Date Order, the Debtors shall cause a written notice of the Bar Dates, substantially in the form attached hereto as **Exhibit 2** (the "Bar Date Notice") and a Proof of Claim Form (together, the "Bar Date Package") to be mailed via first class mail to the following entities (or their respective counsel, if known):

- a. the U.S. Trustee for the Southern District of Texas;
- b. the entities listed as holding the 30 largest unsecured claims against the Debtors (on a consolidated basis);
- c. all creditors and other known holders of claims against the Debtors as of the date of entry of the Bar Date Order, including all entities listed in the Schedules as holding claims against the Debtors;
- d. all entities that have requested notice pursuant to Bankruptcy Rule 2002 as of the date of the Bar Date Order;
- e. all entities that have filed Proofs of Claim in these Chapter 11 Cases as of the date of the Bar Date Order;
- f. all known non-Debtor equity and interest holders of the Debtors as of the date the Bar Date Order is entered;
- g. all entities who are a party to executory contracts and unexpired leases with the Debtors;
- h. all entities who are a party to active litigation with the Debtors;
- i. all current and former employees (to the extent that contact information for former employees is available in the Debtors' records);

- j. all regulatory authorities that regulate the Debtors' business, including environmental and permitting authorities;
- k. the Offices of the Attorney General for each of the states in which the Debtors maintain or conduct business;
- l. the District Director of the Internal Revenue Service for the Southern District of Texas;
- m. all other taxing authorities for the jurisdictions in which the Debtors maintain or conduct business;
- n. all other entities listed on the Debtors' matrix of creditors;
- o. the United States Securities and Exchange Commission;
- p. the Office of the United States Attorney for the Southern District of Texas; and
- q. all entities that have filed a notice of appearance in the Canadian Proceedings or are on the service list posted on the Information Officer's website, in each case as of the date the Bar Date Order is entered.

10. Any creditor may choose to submit a Proof of Claim on a different form as long as it is substantially similar to Official Form 410.

11. After the initial mailing of the Bar Date Packages, the Debtors may, in their discretion, make supplemental mailings of notices or packages, including in the event that: (a) notices are returned by the post office with forwarding addresses, *provided*, that the Debtors shall not be required to mail additional notices to entities whose notices are returned by the post office as "return to sender" without a forwarding address; (b) certain parties acting on behalf of parties in interest decline to pass along notices to these parties and instead return their names and addresses to the Debtors for direct mailing, and (c) additional potential claimants become known as the result of the Bar Date mailing process. In this regard, the Debtors may make supplemental mailings of the Bar Date Package in these and similar circumstances at any time up to fourteen (14) days in advance of the applicable Bar Date, with any such mailings being deemed timely and the Bar Date being applicable to the recipient creditors.

B. Publication of Bar Date Notice

12. The Debtors shall cause notice of the General Bar Date to be given by publication to creditors to whom notice by mail is impracticable, including creditors who are unknown or not reasonably ascertainable by the Debtors and creditors whose identities are known but whose addresses are unknown by the Debtors. Specifically, the Debtors shall cause the Bar Date Notice to be published as soon as reasonably practicable after entry of the Bar Date Order, modified for publication in substantially the form attached hereto as **Exhibit 3** (the “Publication Notice”), on one occasion in the national edition of *The New York Times* (or similar national newspaper) and any such other local publications, including a national newspaper in Canada, that the Debtors deem appropriate and disclose in their affidavit of service.

13. Notice of the Bar Dates as set forth in this Bar Date Order and in the manner set forth herein (including, but not limited to, the Bar Date Notice, the Publication Notice, and any supplemental notices that the Debtors may send from time to time) constitutes adequate and sufficient notice of each of the Bar Dates and satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

VI. Consequences of Failure to File a Proof of Claim

14. Any entity that is required, but fails, to file a Proof of Claim in accordance with this Bar Date Order on or before the applicable Bar Date shall be (a) forever barred, estopped, and enjoined from asserting such claim against the Debtors (or filing a Proof of Claim with respect thereto) and the Debtors and their property shall be forever discharged from any and all indebtedness or liability with respect to or arising from such claim and (b) prohibited from voting to accept or reject any chapter 11 plan filed in these Chapter 11 Cases, participating in any distribution in these Chapter 11 Cases on account of such claim, or receiving further notices regarding such claim. Without limiting the foregoing sentence, any creditor asserting a claim

entitled to priority pursuant to section 503(b)(9) of the Bankruptcy Code that fails to file a Proof of Claim in accordance with this Bar Date Order shall not be entitled to any priority treatment on account of such claim pursuant to section 503(b)(9) of the Bankruptcy Code, regardless of whether such claim is identified on the Schedules as not contingent, not disputed, and liquidated.

VII. Miscellaneous

15. The Debtors are authorized to take all actions necessary or appropriate to effectuate the relief granted pursuant to this Bar Date Order in accordance with the Motion.

16. The terms and conditions of this Bar Date Order shall be immediately effective and enforceable upon entry of this Bar Date Order.

17. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

18. All time periods set forth in this Bar Date Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

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

Houston, Texas

Dated: _____, 2022

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Proof of Claim Form

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS

Fill in this information to identify the case (Select only one Debtor per claim form):

<input type="checkbox"/> Sungard Availability Services, LP (Case No. 22-90017)	<input type="checkbox"/> Sungard Availability Network Solutions Inc. (Case No. 22-90023)
<input type="checkbox"/> Sungard AS New Holdings, LLC (Case No. 22-90018)	<input type="checkbox"/> Sungard AS New Holdings II, LLC (Case No. 22-90024)
<input type="checkbox"/> Sungard Availability Services (Canada) Ltd. (Case No. 22-90019)	<input type="checkbox"/> Sungard Availability Services Holdings (Europe), Inc. (Case No. 22-90025)
<input type="checkbox"/> Sungard Availability Services Holdings (Canada), Inc. (Case No. 22-90020)	<input type="checkbox"/> Sungard Availability Services Holdings, LLC (Case No. 22-90026)
<input type="checkbox"/> InFlow LLC (Case No. 22-90021)	<input type="checkbox"/> Sungard Availability Services Technology, LLC (Case No. 22-90027)
<input type="checkbox"/> Sungard AS New Holdings III, LLC (Case No. 22-90022)	<input type="checkbox"/> Sungard Availability Services, Ltd. (Case No. 22-90028)

Modified Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?		
Name of the current creditor (the person or entity to be paid for this claim) _____		
Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else?		
<input type="checkbox"/> No		
<input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	
	Name _____	Name _____
	Number _____ Street _____	Number _____ Street _____
	City _____ State _____ ZIP Code _____	City _____ State _____ ZIP Code _____
	Contact phone _____	Contact phone _____
Contact email _____	Contact email _____	
4. Does this claim amend one already filed?		
<input type="checkbox"/> No		
<input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____		
Filed on _____		
MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim?		
<input type="checkbox"/> No		
<input type="checkbox"/> Yes. Who made the earlier filing? _____		

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$_____. Does this amount include interest or other charges?
☐ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or creditcard. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

9. Is all or part of the claim secured? ☐ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$_____

Amount of the claim that is secured: \$_____

Amount of the claim that is unsecured: \$_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$_____

Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☐ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$_____

11. Is this claim subject to a right of setoff? ☐ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☐ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,350 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$15,150) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☐ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case(s), in which the goods have been sold to the debtor in the ordinary course of such debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date _____(mm/dd/yyyy)

Signature

Print the name of the person who is completing and signing this claim:

Name

First name

Middle name

Last name

Title

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Number

Street

City

State

ZIP Code

Contact phone

Email

Official Form 410

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- Fill in all of the information about the claim as of the date the case was filed.
- Fill in the caption at the top of the form.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- Attach any supporting documents to this form.
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).
- Do not attach original documents because attachments may be destroyed after scanning.
- If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.

- A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth. See Bankruptcy Rule 9037.
- For a minor child, fill in only the child’s initials and the full name and address of the child’s parent or guardian. For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <https://cases.ra.kroll.com/SungardAS>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.
11 U.S.C. § 503.

Claim: A creditor’s right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

Sungard AS New Holdings, LLC Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

You may also file your claim electronically at
<https://cases.ra.kroll.com/SungardAS/EPOC-Index>.

Do not file these instructions with your form

EXHIBIT 2

Form of Bar Date 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> , ¹	)	Case No. 22-90018 (DRJ)
)	
Debtors.	)	(Jointly Administered)
)	
)	

**NOTICE OF DEADLINES FOR THE FILING OF
PROOFS OF CLAIM, INCLUDING REQUESTS FOR PAYMENT
PURSUANT TO SECTION 503(b)(9) OF THE BANKRUPTCY CODE**

**TO: ALL PERSONS AND ENTITIES WHO MAY HAVE CLAIMS AGAINST ANY OF
THE FOLLOWING DEBTOR ENTITIES:**

DEBTOR	CASE NO.
SUNGARD AVAILABILITY SERVICES, LP	22-90017
SUNGARD AS NEW HOLDINGS, LLC	22-90018
SUNGARD AVAILABILITY SERVICES (CANADA) LTD./SUNGARD SERVICES DE CONTINUITE DES AFFAIRES (CANADA) LTEE	22-90019
SUNGARD AVAILABILITY SERVICES HOLDINGS (CANADA), INC.	22-90020
INFLOW LLC	22-90021
SUNGARD AS NEW HOLDINGS III, LLC	22-90022
SUNGARD AVAILABILITY NETWORK SOLUTIONS INC.	22-90023
SUNGARD AS NEW HOLDINGS II, LLC	22-90024
SUNGARD AVAILABILITY SERVICES HOLDINGS (EUROPE), INC.	22-90025
SUNGARD AVAILABILITY SERVICES HOLDINGS, LLC	22-90026
SUNGARD AVAILABILITY SERVICES TECHNOLOGY, LLC	22-90027
SUNGARD AVAILABILITY SERVICES, LTD.	22-90028

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.

PLEASE TAKE NOTICE THAT:

On April 11, 2022 (the “Petition Date”), Sungard AS New Holdings, LLC and certain of its affiliates and subsidiaries, as debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned cases filed voluntary petitions for relief under chapter 11 of title 11 the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for Southern District of Texas (the “Court”).

On [●], 2022, the Court entered an order [Docket No. [●]] the (“Bar Date Order”)² establishing certain dates by which parties holding prepetition claims against the Debtors must file proofs of claim, including requests for payment pursuant to section 503(b)(9) of the Bankruptcy Code (“Proofs of Claim”). **For the avoidance of doubt, there is no separate claims process for creditors of Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee (“Sungard AS Canada”). Creditors of Sungard AS Canada, including any Canadian-based creditors, ARE NOT exempt from the Bar Date Order.**

For your convenience, enclosed within this notice (this “Notice”) is a Proof of Claim form, which identifies on its face the amount, nature, and classification of your claim(s), if any, listed in the Debtors’ schedules of assets and liabilities filed in these cases (the “Schedules”). If the Debtors believe that you hold claims against more than one Debtor, you will receive multiple Proof of Claim forms, each of which will reflect the nature and amount of your claim as listed in the Schedules.

As used in this Notice, the term “claim” means, as to or against the Debtors and in accordance with section 101(5) of the Bankruptcy Code: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

I. THE BAR DATES

The Bar Date Order establishes the following bar dates for filing Proofs of Claim in these chapter 11 cases (the “Bar Dates”):

- a. **The General Bar Date.** Except as described below, all persons or entities holding claims against the Debtors that arose or are deemed to have arisen prior to the Petition Date, including claims arising under section 503(b)(9) of the Bankruptcy Code, are required to file Proofs of Claim so that they are **actually received by Wednesday, June 15, 2022**. Except as otherwise set forth below, the General Bar Date applies to all types of claims against the Debtors that arose prior to the Petition Date, including secured claims, unsecured priority claims, and unsecured non-priority claims.

² Capitalized terms used but not defined herein have the meanings ascribed to them in the Bar Date Order.

- b. **The Governmental Bar Date.** All governmental units holding claims against the Debtors that arose or are deemed to have arisen prior to the Petition Date are required to file Proofs of Claim so that they are **actually received by October 10, 2022**. The Governmental Bar Date applies to all governmental units holding claims against the Debtors, including secured claims, unsecured priority claims, and unsecured non-priority claims, claims arising under section 503(b)(9) of the Bankruptcy Code, and claims for unpaid taxes arising from prepetition tax years or periods or prepetition transactions.
- c. **The Amended Schedules Bar Date.** All persons or entities asserting claims against the Debtors' whose claims are affected by an amendment or supplement to the Debtors' Schedules are required to file Proofs of Claim so that they are **actually received by the later of (i) the General Bar Date or Governmental Bar Date, as applicable, and (ii) on the date that is thirty (30) days after the date on which the Debtors provide notice of such amendment or supplement**.
- d. **The Rejection Damages Bar Date.** All persons or entities asserting claims against the Debtors' arising from the Debtors' rejection of an executory contract or unexpired lease are required to file Proofs of Claim so that they are **actually received by the later of (i) the General Bar Date or Governmental Bar Date, as applicable, and (ii) the date that is thirty (30) days following service of an order approving the rejection of such executory contract or unexpired lease; and (iii) any such other date that the Court may fix in the applicable order approving such rejection**.

II. WHO MUST FILE A PROOF OF CLAIM

Except as otherwise set forth herein, the following persons or entities holding claims against the Debtors that arose (or that are deemed to have arisen) prior to the Petition Date ***must*** file Proofs of Claim on or before the applicable Bar Date:

- a. any person or entity whose claim against a Debtor is not listed in the applicable Debtor's Schedules or whose claim is listed as contingent, unliquidated, or disputed, if such person or entity desires to participate in the Chapter 11 Cases or otherwise wishes to share in any distribution arising from the Chapter 11 Cases;
- b. any person or entity that believes its claim is improperly classified in the Schedules or listed for an incorrect amount and desires to have its claim allowed under a classification or in an amount different than set forth in the Schedules;
- c. any former or present full-time, part-time, salaried, or hourly employee asserting a claim based on a grievance against any Debtor to the extent the grounds for such grievance arose on or prior to the Petition Date;

- d. any person or entity that believes its claim is listed in the wrong Debtor's Schedule and desires to have its claim allowed against a Debtor whose Schedule does not list such entity's claim; and
- e. any person or entity alleging that its claim is or may qualify as an administrative expense pursuant to section 503(b)(9) of the Bankruptcy Code.

III. PARTIES WHO DO NOT NEED TO FILE A PROOF OF CLAIM

Certain parties are not required to file Proofs of Claim. The Court may, however, enter one or more separate orders at a later time requiring creditors to file Proofs of Claim for some kinds of the following claims and setting related deadlines. If the Court does enter such an order, you will receive notice of it. The following entities holding claims that would otherwise be subject to the Bar Dates need **not** file Proofs of Claims:

- a. the U.S. Trustee, on account of claims for fees payable pursuant to 28 U.S.C. § 1930;
- b. any person or entity that has already filed a signed Proof of Claim against the respective Debtor(s) with the Clerk of the Court or with Kroll in a form substantially similar to Official Form 410;
- c. any person or entity whose claim is listed on the Schedules and: (i) is **not** listed in the Schedules as "disputed," "contingent," or "unliquidated;" (ii) such person or entity agrees with the amount, nature, and priority of the claim as set forth in the Schedules; and (iii) such person or entity does not dispute the claim is an obligation of the specific Debtor whose Schedules list such claim;
- d. any person or entity whose claim has previously been allowed by a final order of the Court;
- e. any Debtor holding a claim against another Debtor;
- f. any person or entity whose claim is solely against any of the Debtors' non-Debtor affiliates;
- g. any person or entity whose claim has been paid in full by the Debtors pursuant to the Bankruptcy Code or in accordance with a Court order;
- h. a current employee of the Debtors whose claim is for a wage, commission, or benefit that the Court has authorized, by entry of an order, the Debtors to pay in the ordinary course of business; *provided*, that a current employee must submit a Proof of Claim by the applicable Bar Date for all other claims arising prior to the Petition Date, including claims for wrongful termination, discrimination, harassment, hostile work environment, or retaliation;

- i. any current officer, manager, director, or employee for claims based on indemnification, contribution, or reimbursement;
- j. any person or entity holding a claim for which a separate deadline is fixed by this Court;
- k. any person or entity holding a claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative expense; *provided* that any entity asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code must file a Proof of Claim based on such claim by the General Bar Date;
- l. any person or entity that is exempt from filing a Proof of Claim pursuant to an order of the Court in these Chapter 11 Cases, including, without limitation, pursuant to an order granting the Debtors' motion to approve debtor-in-possession financing and use of cash collateral; and
- m. any person or entity holding an equity interest in any Debtor.

IV. INSTRUCTIONS FOR FILING PROOFS OF CLAIM

The following requirements shall apply with respect to filing and preparing each Proof of Claim:

- a. **Contents.** Each Proof of Claim must: (i) be written in English; (ii) include a claim amount denominated in United States dollars; (iii) conform substantially with the Proof of Claim Form provided by the Debtors or Official Form 410; and (iv) be signed by the claimant or by an authorized agent or legal representative on behalf of the claimant.
- b. **Section 503(b)(9) Claim.** Any Proof of Claim asserting a claim entitled to priority under section 503(b)(9) must also: (i) include the value of the goods received by the Debtors in the twenty (20) days prior to the Petition Date; (ii) attach any documentation identifying the particular invoices for which the 503(b)(9) claim is being asserted; and (iii) attach documentation of any reclamation demand made to the Debtors under section 546(c) of the Bankruptcy Code (if applicable).
- c. **Electronic Signatures Permitted.** Only **original** Proofs of Claim signed (including electronically) by the claimant or an authorized agent or legal representative of the claimant are acceptable for purposes of claims administration. Copies of Proofs of Claim, or Proofs of Claim sent by facsimile or electronic mail will not be accepted. Unless otherwise ordered and/or authorized by this Court, an original Proof of Claim filed with the original signature (including electronic) of a party other than the creditor who filed that claim must be retained and preserved by the filing party for a period of not less than 5 years after these Chapter 11 Cases are closed. The filing party must produce the original document to the Court or other

third party upon request for their review as required by the Administrative Procedures for the Filing, Signing, and Verifying of Documents by Electronic Means in Texas Bankruptcy Courts.

- d. **Identification of the Debtor Entity.** Each Proof of Claim must clearly identify the Debtor against which a claim is asserted, including the individual Debtor's case number. A Proof of Claim filed without identifying a specific Debtor will be deemed as filed only against Sungard Availability Services, LP ("Sungard AS LP").
- e. **Claim Against Multiple Debtor Entities.** Each Proof of Claim must state a claim against **only one** clearly identified Debtor. If a Proof of Claim lists more than one Debtor it may be treated as filed only against Sungard AS LP. Notwithstanding anything to the contrary set forth in the Bar Date Order, the filing of a Proof of Claim by an administrative agent or indenture trustee in one of the Chapter 11 Cases will also be deemed to constitute the filing of a Proof of Claim in the cases of all other Debtors against whom a claim may be asserted under the applicable credit agreement, indenture, or other operative documents.
- f. **Supporting Documentation.** Each Proof of Claim must include supporting documentation in accordance with Bankruptcy Rules 3001(c) and (d). If, however, such documentation is voluminous, such Proof of Claim may include a summary of such documentation or an explanation as to why such documentation is not available; *provided*, that (i) the Proof of Claim contain current contact information for the creditor or its designated representative from whom the Debtors may request the full supporting documentation and (ii) such party must produce those documents upon request by Debtors' counsel no later than ten (10) days from the date of such request.
- g. **Timely Service.** Each Proof of Claim must be filed, including supporting documentation, so as to be **actually received** by Kroll on or before the applicable Bar Date: (i) electronically via the interface through PACER (Public Access to Court Electronic Records at <http://ecf.txsb.uscourts.gov>) or the interface available on Kroll's website at <https://cases.ra.kroll.com/SungardAS/> or (ii) by first class U.S. mail, overnight U.S. mail, or other hand delivery method at the following address:

Sungard AS New Holdings, LLC Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232
- h. **Receipt of Service.** Claimants wishing to receive proof of receipt of their Proofs of Claim submitted by U.S. mail must enclose (i) a copy of the Proof of Claim Form (in addition to the original Proof of Claim Form sent to Kroll) and (ii) a self-addressed, stamped envelope to Kroll.

V. CONSEQUENCES OF FAILING TO TIMELY FILE YOUR PROOF OF CLAIM

Pursuant to the Bar Date Order and in accordance with Bankruptcy Rule 3003(c)(2), if you or any party or entity who is required, but fails, to file a Proof of Claim in accordance with the Bar Date Order on or before the applicable Bar Date, please be advised that:

- a. YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING SUCH CLAIM AGAINST THE DEBTORS (OR FILING A PROOF OF CLAIM WITH RESPECT THERETO);
- b. YOU WILL NOT RECEIVE ANY DISTRIBUTION IN THESE CHAPTER 11 CASES ON ACCOUNT OF THAT CLAIM; AND
- c. YOU WILL NOT BE PERMITTED TO VOTE ON ANY PLAN OR PLANS OF REORGANIZATION FOR THE DEBTORS ON ACCOUNT OF THESE BARRED CLAIMS OR RECEIVE FURTHER NOTICES REGARDING SUCH CLAIM.

VI. RESERVATION OF RIGHTS

Nothing contained in this Notice is intended to or should be construed as a waiver of the Debtors' right to: (a) dispute, or assert offsets or defenses against, any filed claim or any claim listed or reflected in the Schedules as to the nature, amount, liability, or classification thereof; (b) subsequently designate any scheduled claim as disputed, contingent, or unliquidated; and (c) otherwise amend or supplement the Schedules.

VII. THE DEBTORS' SCHEDULES AND ACCESS THERETO

You may be listed as the holder of a claim against one or more of the Debtor entities in the Debtors' Schedules. To determine if and how you are listed on the Schedules, please refer to the descriptions set forth on the enclosed Proof of Claim forms regarding the nature, amount, and status of your claim(s).

If the Debtors believe that you may hold claims against more than one Debtor entity, you will receive multiple Proof of Claim forms, each of which will reflect the nature and amount of your claim against one Debtor entity, as listed in the Schedules.

If you rely on the Debtors' Schedules, it is your responsibility to determine that the claim is accurately listed in the Schedules. However, you may rely on the enclosed form, which sets forth the amount of your claim (if any) as scheduled; identifies the Debtor entity against which it is scheduled; specifies whether your claim is listed in the Schedules as disputed, contingent, or unliquidated; and identifies whether your claim is scheduled as a secured, unsecured priority, or unsecured non-priority claim.

As described above, if you agree with the nature, amount, and status of your claim as listed in the Debtors' Schedules, and if you do not dispute that your claim is only against the Debtor entity specified by the Debtors, and if your claim is not described as "disputed," "contingent," or "unliquidated," you do **not** need to file a Proof of Claim. Otherwise, or if you decide to file a

Proof of Claim, you must do so before the applicable Bar Date in accordance with the procedures set forth in this Notice.

VIII. ADDITIONAL INFORMATION

Copies of the Debtors' Schedules, the Bar Date Order, and other information regarding these chapter 11 cases are available for inspection free of charge on the Debtors' website at <https://cases.ra.kroll.com/SungardAS/>. The Schedules and other filings in these chapter 11 cases also are available for a fee at the Court's website at <https://ecf.txsb.uscourts.gov/>. A login identification and password to the Court's Public Access to Court Electronic Records ("PACER") are required to access this information and can be obtained through the PACER Service Center at <https://pacer.login.uscourts.gov>. Copies of the Schedules and other documents filed in these cases also may be examined between the hours of 8:00 a.m. and 5:00 p.m. (prevailing Central Time), Monday through Friday, at the office of the Clerk of the Bankruptcy Court, United States Bankruptcy Court for the Southern District of Texas, United States Courthouse, 515 Rusk Avenue, Houston, Texas 77002.

If you require additional information regarding the filing of a Proof of Claim, you may contact the Debtors' claims and noticing agent, Kroll at (844) 224-1140 (Toll Free) or (646) 979-4408 (International).

HOLDERS OF POSSIBLE CLAIMS AGAINST THE DEBTORS SHOULD CONSULT AN ATTORNEY REGARDING ANY MATTERS NOT COVERED BY THIS NOTICE, SUCH AS WHETHER THE HOLDER SHOULD FILE A PROOF OF CLAIM
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EXHIBIT 3

Form of Publication 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> , ¹	)	Case No. 22-90018 (DRJ)
)	
Debtors.	)	(Jointly Administered)
)	
)	

**NOTICE OF DEADLINES FOR THE FILING OF
PROOFS OF CLAIM, INCLUDING REQUESTS FOR PAYMENT
PURSUANT TO SECTION 503(b)(9) OF THE BANKRUPTCY CODE**

THE GENERAL BAR DATE IS WEDNESDAY, JUNE 15, 2022

PLEASE TAKE NOTICE OF THE FOLLOWING:

Deadlines for Filing Proofs of Claim. On [●], 2022, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order [Docket No. [●]] (the “Bar Date Order”) establishing certain deadlines for the filing of proofs of claim, including requests for payment under section 503(b)(9) of the Bankruptcy Code (collectively, “Proofs of Claim”), in the chapter 11 cases of the following debtors and debtors in possession (collectively, the “Debtors”):

DEBTOR	CASE NO.
SUNGARD AVAILABILITY SERVICES, LP	22-90017
SUNGARD AS NEW HOLDINGS, LLC	22-90018
SUNGARD AVAILABILITY SERVICES (CANADA) LTD./SUNGARD SERVICES DE CONTINUITE DES AFFAIRES (CANADA) LTEE	22-90019
SUNGARD AVAILABILITY SERVICES HOLDINGS (CANADA), INC.	22-90020
INFLOW LLC	22-90021
SUNGARD AS NEW HOLDINGS III, LLC	22-90022
SUNGARD AVAILABILITY NETWORK SOLUTIONS INC.	22-90023

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.

SUNGARD AS NEW HOLDINGS II, LLC	22-90024
SUNGARD AVAILABILITY SERVICES HOLDINGS (EUROPE), INC.	22-90025
SUNGARD AVAILABILITY SERVICES HOLDINGS, LLC	22-90026
SUNGARD AVAILABILITY SERVICES TECHNOLOGY, LLC	22-90027
SUNGARD AVAILABILITY SERVICES, LTD.	22-90028

The Bar Dates. Pursuant to the Bar Date Order, **all** persons and entities that have a claim or potential claim against the Debtors that arose prior to April 11, 2022, no matter how remote or contingent such right to payment or equitable remedy may be, **including** requests for payment under section 503(b)(9) of the Bankruptcy Code, **MUST FILE A PROOF OF CLAIM** on or before **Wednesday, June 15, 2022** (the “General Bar Date”). All governmental units that have a claim or potential claim against the Debtors that arose prior to April 11, 2022, no matter how remote or contingent such right to payment or equitable remedy may be **MUST FILE A PROOF OF CLAIM** on or before **Monday, October 10, 2022** (the “Governmental Bar Date”). All persons and entities holding claims arising from the Debtors’ rejection of executory contracts and unexpired leases are required to file Proofs of Claim by **the later of (a) the General Bar Date or Governmental Bar Date, as applicable, and (b) on the date that is thirty (30) days following entry of the order approving the Debtors’ rejection of the applicable executory contract or unexpired lease** (the “Rejection Damages Bar Date”). All persons and entities holding claims affected by an amendment to the Debtors’ schedules are required to file Proofs of Claim **by the later of (a) the General Bar Date or Governmental Bar Date, as applicable, and (b) on the date that is thirty (30) days from the date on which the Debtors mail notice of the amendment to the Schedules** (the “Amended Schedules Bar Date”). **For the avoidance of doubt, there is no separate claims process for creditors of Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee (“Sungard AS Canada”). Creditors of Sungard AS Canada, including any Canadian-based creditors, ARE NOT exempt from the Bar Date Order.**

ANY PERSON OR ENTITY WHO FAILS TO FILE A PROOF OF CLAIM, INCLUDING ANY REQUEST FOR PAYMENT UNDER SECTION 503(B)(9) OF THE BANKRUPTCY CODE, ON OR BEFORE THE APPLICABLE BAR DATE SHALL NOT BE TREATED AS A CREDITOR WITH RESPECT TO SUCH CLAIM FOR THE PURPOSES OF VOTING AND DISTRIBUTION ON ANY CHAPTER 11 PLAN.

Filing a Proof of Claim. Each Proof of Claim must be filed, including supporting documentation, so as to be **actually received** by the Debtors’ claims and noticing agent, Kroll Corporate Restructuring, LLC (“Kroll”), on or before the General Bar Date (or, where applicable, on or before any other Bar Dates as set forth herein or by order of the Court) either: (i) electronically via the interface through PACER (Public Access to Court Electronic Records at <http://ecf.txsb.uscourts.gov>) or with Kroll at <https://cases.ra.kroll.com/SungardAS/>; or (ii) by first class U.S. mail, overnight U.S. mail, or other hand delivery method at the following address:

Sungard AS New Holdings, LLC Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

Contents of Proofs of Claim. Each Proof of Claim must: (1) be written in legible English; (2) include a claim amount denominated in United States dollars; (3) clearly identify the Debtor against which the claim is asserted; (4) conform substantially with the Proof of Claim form provided by the Debtors or Official Form 410; (5) be signed by the claimant or by an authorized agent or legal representative of the claimant on behalf of the claimant, whether such signature is an electronic signature or is ink; and (6) include as attachments any and all supporting documentation on which the claim is based. **Please note** that each Proof of Claim must state a claim against only one Debtor and clearly indicate the specific Debtor against which the claim is asserted. To the extent more than one Debtor is listed on the Proof of Claim, the Proof of Claim may be treated as if filed only against Sungard Availability Services, LP (“Sungard AS LP”) or if a Proof of Claim is otherwise filed without identifying a specific Debtor, the Proof of Claim may be deemed as filed only against Sungard AS LP.

Electronic Signatures Permitted. Proofs of Claim signed electronically by the claimant or an authorized agent or legal representative of the claimant may be deemed acceptable for purposes of claims administration. Copies of Proofs of Claim, or Proofs of Claim sent by facsimile or electronic mail will not be accepted. Unless otherwise ordered by the Court, any original document containing the original signature of any party other than the party that files the Proof of Claim must be retained by the filing party for a period of not less than five (5) years after the Debtors’ cases are closed, and upon request, such original document must be provided to the Court or other parties for review, pursuant to the Administrative Procedures for the Filing, Signing, and Verifying of Documents by Electronic Means in Texas Bankruptcy Courts.

Section 503(b)(9) Requests for Payment. Any Proof of Claim that asserts a right to payment arising under section 503(b)(9) of the Bankruptcy Code must also: (1) include the value of the goods received by the Debtors in the twenty (20) days prior to the Petition Date; (2) attach any documentation identifying the particular invoices for which such 503(b)(9) claim is being asserted; and (3) attach documentation of any reclamation demand made to the Debtors under section 546(c) of the Bankruptcy Code (if applicable).

Additional Information. If you have any questions regarding the claims process and/or you wish to obtain a copy of the Bar Date Notice, a proof of claim form or related documents you may do so by: (i) calling Kroll at (844) 224-1140 (Toll Free) or (646) 979-4408 (International); or (ii) visiting <https://cases.ra.kroll.com/SungardAS/>.

TAB D

This is Exhibit “D” referred to in the Affidavit of Michael K. Robinson sworn before me May 2, 2022 by videoconference in accordance with O. Reg 431/20.

A handwritten signature in blue ink, appearing to read 'J. Bornstein', is positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Jeremy Bornstein
Law Society of Ontario Number: 65425C

**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> , ¹	)	Case No. 22-90018 (DRJ)
)	
Debtors.	)	(Jointly Administered)
)	

**DEBTORS' MOTION TO APPROVE
PROCEDURES FOR DE MINIMIS ASSET SALES**

If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <https://ecf.txsb.uscourts.gov/> within twenty-one days from the date this motion was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state the following in support of this motion (the “Motion”):²

Relief Requested

1. By the Motion, the Debtors seek entry of an order, substantially in the form attached hereto (the “Order”), authorizing the Debtors to implement expedited procedures to: (a) sell certain assets or collections of assets, including any rights or interests therein (collectively, the

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 A description of the Debtors and their businesses is set forth in the *Declaration of Michael K. Robinson, Chief Executive Officer and President of the Debtors in Support of Chapter 11 Petitions and First Day Pleadings* (the “First Day Declaration”), filed on the Petition Date and incorporated by reference herein.

“De Minimis Assets”) in any individual transaction or series of related transactions (each, a “De Minimis Asset Sale”) to a single buyer or group of related buyers with an aggregate sale price equal to or less than \$1,000,000, as calculated within the Debtors’ reasonable discretion, free and clear of all liens, claims, interests and encumbrances (collectively, the “Liens”), without the need for further Court approval and with such Liens attaching to the proceeds of such De Minimis Asset Sale with the same validity, extent and priority as had attached to the De Minimis Assets immediately prior to the closing of the De Minimis Asset Sale and (b) pay those reasonable and necessary fees and expenses (if any) incurred in connection with De Minimis Asset Sales, including, commission fees to agents, brokers, auctioneers and liquidators with the amount of proposed commission fees to be paid to be disclosed in the Sale Notice (as defined below).³

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a) and 363 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 6004, 6007 and 9006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and applicable Local Bankruptcy Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

³ The Debtors will not pay fees and expenses of estate-retained professionals in connection with a De Minimis Asset Sale other than in accordance with any order of this Court authorizing the payment of fees and expenses of estate-retained professionals.

Background

5. On April 11, 2022 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. On the Petition Date, the Court entered an order [Docket No. 27] authorizing the procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

6. Also on April 11, 2022, Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee (“Sungard AS Canada”) commenced proceedings (the “Canadian Proceedings”) under the Companies’ Creditors Arrangement Act (Canada) in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) seeking recognition of its chapter 11 case. The Canadian Court granted the relief requested on April 14, 2022 and appointed Alvarez & Marsal Canada Inc. as information officer (the “Information Officer”) in the Canadian Proceedings.

7. The Debtors and their non-Debtor affiliates (collectively, the “Company”) provide high availability, cloud-connected infrastructure services built to deliver business resilience to their customers in the event of an unplanned business disruption, ranging from man-made events to natural disasters. Headquartered in Wayne, Pennsylvania, the Debtors employ approximately 585 individuals in the United States and Canada. The Company operates 55 facilities (comprising 24 data centers and 31 work area recovery centers) and provides services to approximately 2,001 customers across the United States, the United Kingdom, Canada, Ireland, France, India, Belgium, Luxembourg and Poland. The Company generated approximately \$587 million in revenue for

fiscal year 2021 and, as of the Petition Date, the Debtors had approximately \$424 million in aggregate principal amount of prepetition funded debt obligations.

De Minimis Asset Sales

8. In the ordinary course of conducting their global businesses, the Debtors sell various assets, including, primarily, certain unused and surplus equipment from workplace recovery, colocation and cloud and managed services sites. Although the Debtors believe that they are authorized to enter into such transactions in the ordinary course of business pursuant to Bankruptcy Code section 363(c), out of an abundance of caution and to alleviate the concerns of potential purchasers in order to encourage robust participation, the Debtors seek approval of procedures that will, to the extent necessary, authorize the Debtors to sell De Minimis Assets, individually or in lot, with an aggregate sale value equal to or less than \$1,000,000. The De Minimis Asset Sale Procedures (as defined below) will allow the Debtors to conduct these ordinary course sales in a cost-effective manner and facilitate an expedited and cost-effective review by interested parties, while at the same time protecting the rights of creditors.

De Minimis Asset Sale Procedures

9. The Debtors seek authority to sell the De Minimis Assets on the best terms available under the following procedures (the “De Minimis Asset Sale Procedures”):

- a. With regard to De Minimis Asset Sales with a total sale value less than or equal to \$350,000:
 - i. the Debtors are authorized to consummate such sales if the Debtors determine in their reasonable exercise of business judgment, and subject to the terms of any prepetition or postpetition financing agreement and any order of the Court in connection therewith, that such sales are in the best interest of the estates, without further order of the Court, subject to the noticing procedures set forth herein;
 - ii. any such sales shall be, without need for any action by any party, final and fully authorized by the Court and may be, as provided in the documentation governing the applicable sale and to the extent permitted by the Bankruptcy

Code and applicable non-bankruptcy law, final and free and clear of all Liens with such Liens attaching only to the proceeds of such sales with the same validity, extent and priority as immediately prior to the sale;

- iii. the Debtors shall, at least five (5) calendar days prior to closing such sale, give written notice containing Sale Notice Information (as defined below) with respect to such sale to: (a) the Office of the United States Trustee for the Southern District of Texas (the “U.S. Trustee”); (b) counsel for any official committee appointed in the chapter 11 cases; (c) counsel for PNC Bank, National Association, as the administrative agent under the Debtors’ prepetition revolving credit facility and ABL DIP facility; (d) counsel for Alter Domus Products Corp., as the administrative agent under each of the Debtors’ prepetition term loan facilities; (e) counsel for the ad hoc group of term loan lenders and the term loan DIP lenders; (f) counsel for Acquiom Agency Services LLC, as term loan DIP agent under the Debtors’ term loan DIP facility; (g) counsel for the Information Officer; (h) any known affected creditor(s) asserting a lien, claim or encumbrance against, or interest in, the relevant De Minimis Assets; and (i) any other party that has requested to receive notice pursuant to Bankruptcy Rule 2002 (each, a “Sale Notice Party” and, collectively, the “Sale Notice Parties”); and
 - iv. good faith purchasers of assets pursuant to these De Minimis Asset Sale Procedures shall be entitled to the protections of Bankruptcy Code section 363(m).
 - b. With regard to a De Minimis Asset Sale with a net total sale value greater than \$350,000 and less than or equal to \$1,000,000:
 - i. the Debtors are authorized to consummate such sales if the Debtors determine in their reasonable exercise of business judgment, and subject to the terms of any prepetition or postpetition financing agreement and any order of the Court in connection therewith, that such sales are in the best interest of the estates, without further order of the Court, subject to the noticing procedures set forth herein;
 - ii. any such sales shall be, without need for any action by any party, final and fully authorized by the Court and may be, as provided in the documentation governing the applicable sale and to the extent permitted by the Bankruptcy Code and applicable non-bankruptcy law, final and free and clear of all Liens with such Liens attaching only to the proceeds of such sales with the same validity, extent and priority as immediately prior to the sale;
 - iii. the Debtors shall, at least ten (10) calendar days prior to closing such sale, give written notice of such sale substantially in the form attached to the Order as **Exhibit 1** (each notice, a “Sale Notice”) to the Sale Notice Parties;

- iv. if the terms of a proposed sale are materially amended after transmittal of the Sale Notice, the Debtors shall send an amended Sale Notice (the “Amended Sale Notice”) to the Sale Notice Parties prior to closing such sale, which closing shall be no earlier than ten (10) calendar days after the sending of the Amended Sale Notice;
- v. the content of the Sale Notice sent to the Sale Notice Parties for the applicable De Minimis Asset Sale shall consist of: (a) identification of the De Minimis Assets being sold; (b) identification of the purchaser(s); (c) the identities of holders known to the Debtors as holding Liens on the De Minimis Assets; (d) a copy of the sale agreement evidencing the terms of the De Minimis Asset Sale or, alternatively, a summary of the material economic terms and conditions of the De Minimis Asset Sale, including the purchase price; (e) the net book value of De Minimis Assets being sold; and (f) any commission, fees or similar expenses to be paid in connection with such sale (the “Sale Notice Information”);
- vi. any Sale Notice Party shall have the right to object to a De Minimis Asset Sale by notifying the Debtors of such objection within the later of (a) ten (10) calendar days after service of such Sale Notice or (b) five (5) calendar days after service of an Amended Sale Notice, as applicable, (together, the “Sale Notice Period”), without the need to file a formal objection with the Court, and if, after good faith negotiations, the Debtors and such Sale Notice Party are unable to resolve such objection consensually, the Sale Notice Party shall promptly file a formal objection with the Court and request that a hearing on the matter be scheduled as soon as reasonably practicable, subject to the Court’s availability and prior to the closing of the sale;
- vii. if no objections are received within the Sale Notice Period, the Debtors are authorized to consummate such sale immediately; and
- viii. good faith purchasers of assets pursuant to these De Minimis Asset Sale Procedures shall be entitled to the protections of Bankruptcy Code section 363(m).

10. The foregoing procedures are in the best interests of the Debtors’ estates, their creditors and the other parties in interest in these chapter 11 cases.

Basis for Relief

I. The De Minimis Asset Sale Procedures Are Appropriate Under Bankruptcy Code Section 363(b).

11. Bankruptcy Code section 363(b)(1) provides that “[t]he trustee, after notice and a hearing, may use, sell, or lease other than in the ordinary course of business, property of the estate.”

11 U.S.C. § 363(b)(1). Bankruptcy Code section 363(b) does not specify a standard, but courts have held that a debtor's sale or use of its assets outside the ordinary course of business should be approved if the debtor can demonstrate "some articulated business justification," with deference given to the debtor. *See In re Cont'l Air Lines, Inc.*, 780 F.2d 1223, 1226 (5th Cir. 1986) ("[F]or a debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.") (citing *In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983)).

12. The De Minimis Asset Sale Procedures reflect a reasonable exercise of the Debtors' business judgment. Requiring the Debtors to file motions with the Court each time the Debtors seek to dispose of certain De Minimis Assets would distract from their efforts in the chapter 11 cases and force the Debtors to incur unnecessary costs that would reduce whatever value might be realized from the sale of such assets. In addition, the De Minimis Asset Sale Procedures afford those creditors with an interest in the De Minimis Assets the opportunity to object to the sale and obtain a hearing if necessary. For the avoidance of doubt, the relief requested will not apply to sales of De Minimis Assets to "insiders" as defined in Bankruptcy Code section 101(31).

II. The De Minimis Asset Sale Procedures Are Appropriate Under Bankruptcy Rule 2002(a)(2).

13. The notice and hearing requirements contained in Bankruptcy Code section 363(b)(1) are satisfied if appropriate notice and an opportunity for hearing are given "as is appropriate in the particular circumstances." 11 U.S.C. § 102(1)(A). Bankruptcy Rules 2002(a)(2) and 2002(i) generally require that a minimum of 21 days' notice of the proposed sale of property outside the ordinary course of business under Bankruptcy Code section 363(b)(1) be provided by

mail to “the debtor, the trustee, all creditors and indenture trustees” and any committee appointed under Bankruptcy Code section 1102. Fed. R. Bankr. P. 2002.

14. Courts are authorized to shorten the 21-day notice period or direct another method of giving notice upon a showing of “cause.” Courts have recognized that when determining whether notice is appropriate under the circumstances for purposes of Bankruptcy Code section 102(1)(A), they are guided by fundamental notions of procedural due process. *See In re Lomas Fin. Corp.*, 212 B.R. 46, 54 (Bankr. D. Del. 1997). Due process “requires that any notice is ‘reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.’” *Id.* (quoting *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950)). If basic due process is afforded to interested parties and appropriate cause is established, a court may determine that shortened or limited notice of an asset sale is appropriate.

15. The Debtors believe that a 21-day notice period will chill interest in De Minimis Asset Sales. Because interested parties will have ample opportunity to object to the sale and obtain a hearing if necessary, the De Minimis Asset Sale Procedures afford all necessary due process.

III. The De Minimis Asset Sale Procedures Are Appropriate Under Bankruptcy Code 363(f).

16. Bankruptcy Code section 363(f) permits a debtor to sell property free and clear of another party’s interest in the property if: (a) applicable non-bankruptcy law permits such a “free and clear” sale; (b) the holder of the interest consents; (c) the interest is a lien and the sale price of the property exceeds the value of all liens on the property; (d) the interest is in bona fide dispute; or (e) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. 11 U.S.C. § 363(f).

17. The Debtors propose to sell the De Minimis Assets in a commercially reasonable manner and expect that the value of the proceeds from the sales will fairly reflect the value of the property sold. Any party with a Lien on the De Minimis Assets sold pursuant to this Motion shall have a corresponding security interest in the proceeds of the sale. Moreover, the Debtors propose that the failure to object to the entry of the Order combined with the failure to timely object to a De Minimis Asset Sale be deemed “consent” to such De Minimis Asset Sale within the meaning of Bankruptcy Code section 363(f)(2). As such, the requirements of Bankruptcy Code section 363(f) would be satisfied for any proposed sale free and clear of Liens.

IV. De Minimis Asset Sales Should Be Entitled to the Protections of Bankruptcy Code Section 363(m).

18. Bankruptcy Code section 363(m) provides in relevant part that the reversal or modification on appeal of an authorization under section 363(b) of a sale or lease of property does not affect the validity of a sale or lease under such authorization to a purchaser who bought or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal. *See* 11 U.S.C. § 363(m). “Although the Bankruptcy Code does not define the meaning of ‘good-faith purchaser,’ most courts have adopted a traditional equitable definition: one who purchases the assets for value, in good faith and without notice of adverse claims.” *In re Gucci*, 126 F.3d 380, 390 (2d Cir. 1997) (internal citations omitted). “The requirement that a purchaser act in good faith . . . speaks to the integrity of [purchaser’s] conduct in the course of the sale proceedings.” *In re Abbotts Dairies of Pa., Inc.*, 788 F.2d 143, 147 (3d Cir. 1986) (internal citations omitted). Typically, the misconduct that would destroy a purchaser’s good faith status involves “fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.” *Hoese Corp. v. Vetter Corp. (In re Vetter Corp.)*, 724 F.2d 52, 56 (7th Cir. 1983) (emphasis

omitted) (quoting *In re Rock Indus. Mach. Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978) (interpreting Bankruptcy Rule 805, the precursor to section 363(m)). As stated above, the Debtors propose to exclude sales to “insiders” (as that term is defined in Bankruptcy Code section 101(31)) from the Order, and, as such, any agreement that results in the sale of De Minimis Assets will be an arm’s-length transaction entitled to the protections of section 363(m).

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

19. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Reservation of Rights

20. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors’, or any other party in interest’s, right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt or reject any agreement, contract or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in or other encumbrance on property of the Debtors’ estates; (g) a waiver or limitation of the Debtors’, or any other party in interest’s, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory or otherwise) that may be satisfied

pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity or perfection or to seek avoidance of all such liens.

Notice

21. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) the entities listed as holding the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel for PNC Bank, National Association, as the administrative agent under the Debtors' prepetition revolving credit facility and ABL DIP facility; (d) counsel for Alter Domus Products Corp., as the administrative agent under each of the Debtors' prepetition term loan facilities; (e) counsel for the ad hoc group of term loan lenders and the term loan DIP lenders; (f) counsel for Acquiom Agency Services LLC, as term loan DIP agent under the Debtors' term loan DIP facility; (g) counsel for the Information Officer; (h) the United States Attorney's Office for the Southern District of Texas; (i) the Internal Revenue Service; (j) the United States Securities and Exchange Commission; (k) the Environmental Protection Agency and all similar state environmental agencies for states in which the Debtors conduct business; (l) the state attorneys general in the states where the Debtors conduct their business operations; and (m) any party that has requested notice pursuant to Bankruptcy Rule 2002 or has filed a notice of appearance in the Canadian proceedings. In light of the nature of the relief requested, no further notice is necessary.

WHEREFORE, the Debtors request entry of an order, substantially in the form of the Order filed with this Motion, granting the relief requested herein and granting such other relief as the Court deems just, proper and equitable.

Dated: April 22, 2022
Houston, Texas

/s/ Jennifer F. Wertz

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

Certificate of Service

I certify that on April 22, 2022, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Jennifer F. Wertz

Jennifer F. Wertz

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

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

ORDER APPROVING PROCEDURES FOR DE MINIMIS ASSET SALES

Upon the motion (the “Motion”)² of the Debtors for entry of an order (this “Order”): approving expedited procedures for the sale of De Minimis Assets, all as more fully set forth in the Motion; and upon the First Day Declaration; 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

¹ 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 Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in 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. Pursuant to Bankruptcy Code sections 363(b) and (f), the Debtors are authorized to sell De Minimis Assets outside the ordinary course of business, without further order of the Court in accordance with the following De Minimis Asset Sale Procedures; provided, that these De Minimis Asset Sale Procedures shall not apply to De Minimis Assets of the Debtors with a sale price in excess of \$1,000,000 during these chapter 11 cases:

- a. With regard to De Minimis Asset Sales with a total sale value less than or equal to \$350,000:
 - i. the Debtors are authorized to consummate such sales if the Debtors determine in their reasonable exercise of business judgment, and subject to the terms of any prepetition or postpetition financing agreement and any order of the Court in connection therewith, that such sales are in the best interest of the estates, without further order of the Court, subject to the noticing procedures set forth herein;
 - ii. any such sales shall be, without need for any action by any party, final and fully authorized by the Court and may be, as provided in the documentation governing the applicable sale and to the extent permitted by the Bankruptcy Code and applicable non-bankruptcy law, final and free and clear of all Liens with such Liens attaching only to the proceeds of such sales with the same validity, extent and priority as immediately prior to the sale;
 - iii. the Debtors shall, at least five (5) calendar days prior to closing such sale, give written notice containing Sale Notice Information (as defined below) with respect to such sale to: (a) the Office of the United States Trustee for the Southern District of Texas (the “U.S. Trustee”); (b) counsel for any official committee appointed in the chapter 11 cases; (c) counsel for PNC Bank, National Association, as the administrative agent under the Debtors’ prepetition revolving credit facility and ABL DIP facility; (d) counsel for Alter Domus Products Corp., as the administrative agent under each of the Debtors’ prepetition term loan facilities; (e) counsel for the ad hoc group of term loan lenders and the term loan DIP lenders; (f) counsel for Acquiom

Agency Services LLC, as term loan DIP agent under the Debtors' term loan DIP facility; (g) counsel for the Information Officer; (h) any known affected creditor(s) asserting a lien, claim or encumbrance against, or interest in, the relevant De Minimis Assets; and (i) any other party that has requested to receive notice pursuant to Bankruptcy Rule 2002 (each, a "Sale Notice Party") and, collectively, the "Sale Notice Parties"); and

- iv. good faith purchasers of assets pursuant to these De Minimis Asset Sale Procedures shall be entitled to the protections of Bankruptcy Code section 363(m).
- b. With regard to a De Minimis Asset Sale with a net total sale value greater than \$350,000 and less than or equal to \$1,000,000:
- i. the Debtors are authorized to consummate such sales if the Debtors determine in their reasonable exercise of business judgment, and subject to the terms of any prepetition or postpetition financing agreement and any order of the Court in connection therewith, that such sales are in the best interest of the estates, without further order of the Court, subject to the noticing procedures set forth herein;
 - ii. any such sales shall be, without need for any action by any party, final and fully authorized by the Court and may be, as provided in the documentation governing the applicable sale and to the extent permitted by the Bankruptcy Code and applicable non-bankruptcy law, final and free and clear of all Liens with such Liens attaching only to the proceeds of such sales with the same validity, extent and priority as immediately prior to the sale;
 - iii. the Debtors shall, at least ten (10) calendar days prior to closing such sale, give written notice of such sale substantially in the form attached to this Order as **Exhibit 1** (each notice, a "Sale Notice") to the Sale Notice Parties;
 - iv. if the terms of a proposed sale are materially amended after transmittal of the Sale Notice, the Debtors shall send an amended Sale Notice (the "Amended Sale Notice") to the Sale Notice Parties prior to closing such sale, which closing shall be no earlier than ten (10) calendar days after the sending of the Amended Sale Notice;
 - v. the content of the Sale Notice sent to the Sale Notice Parties for the applicable De Minimis Asset Sale shall consist of: (a) identification of the De Minimis Assets being sold; (b) identification of the purchaser(s); (c) the identities of holders known to the Debtors as holding Liens on the De Minimis Assets; (d) a copy of the sale agreement evidencing the terms of the De Minimis Asset Sale or, alternatively, a summary of the material economic terms and conditions of the De Minimis Asset Sale, including the purchase price; (e) the net book value of De Minimis Assets being sold; and

(f) any commission, fees or similar expenses to be paid in connection with such sale (the “Sale Notice Information”);

- vi. any Sale Notice Party shall have the right to object to a De Minimis Asset Sale by notifying the Debtors of such objection within the later of (a) ten (10) calendar days after service of such Sale Notice or (b) five (5) calendar days after service of an Amended Sale Notice, as applicable, (together, the “Sale Notice Period”), without the need to file a formal objection with the Court, and if, after good faith negotiations, the Debtors and such Sale Notice Party are unable to resolve such objection consensually, the Sale Notice Party shall promptly file a formal objection with the Court and request that a hearing on the matter be scheduled as soon as reasonably practicable, subject to the Court’s availability and prior to the closing of the sale;
- vii. if no objections are received within the Sale Notice Period, the Debtors are authorized to consummate such sale immediately; and
- viii. good faith purchasers of assets pursuant to these De Minimis Asset Sale Procedures shall be entitled to the protections of Bankruptcy Code section 363(m).

2. The Debtors shall file a written report with the Court beginning with the calendar quarter ending on June 30, 2022, and each calendar quarter thereafter, no later than 30 days after the end of each such calendar quarter, concerning any De Minimis Asset Sales consummated during the preceding calendar quarter pursuant hereto, including the name of the purchaser(s), a description of the De Minimis Asset(s) sold and the purchase price.

3. Sales of De Minimis Assets consummated pursuant to the procedures set forth herein shall not exceed a total aggregate sales price of \$5,000,000.

4. Sales to “insiders,” as that term is defined in Bankruptcy Code section 101(31) are excluded from this Order and shall require separate approval from this Court.

5. Notice and a failure to timely object to a De Minimis Asset Sale in accordance with the terms of this Order shall be deemed to be “consent” to such De Minimis Asset Sale within the meaning of Bankruptcy Code section 363(f)(2).

6. Sales of De Minimis Assets are, without need for any action by any party, free and clear of all Liens, with such Liens attaching to the proceeds of such sale with the same validity, extent and priority as had attached to such De Minimis Assets immediately prior to such sale. The holder of any valid Lien, claim, encumbrance or interest on such De Minimis Assets shall, as of the effective date of such sale, be deemed to have waived and released such Lien, claim, encumbrance or interest on the applicable De Minimis Assets, without regard to whether such holder has executed or filed any applicable release, and such Lien, claim, encumbrance or interest shall automatically, and with no further action by any party, attach to the proceeds of such sale with the same validity, extent and priority as had attached to the De Minimis Assets immediately prior to the closing of the De Minimis Asset Sale. Notwithstanding the foregoing, any such holder of such a Lien, claim, encumbrance or interest is authorized and directed to execute and deliver any waivers, releases or other related documentation, as reasonably requested by the Debtors.

7. Purchasers of De Minimis Assets are entitled to the protections afforded to good faith purchasers under Bankruptcy Code section 363(m).

8. The Sale Notice with regard to the sale of De Minimis Assets substantially in the form attached hereto as **Exhibit 1** is hereby authorized and approved.

9. Service of the Sale Notice, as applicable, is sufficient notice of the sale of such De Minimis Assets.

10. Sales of De Minimis Assets shall be deemed arm's-length transactions entitled to the protections of Bankruptcy Code section 363(m).

11. With respect to all sales consummated pursuant to this Order, this Order shall be the sole and sufficient evidence of the transfer of title to any particular buyer, and the sales consummated pursuant to this Order shall be binding upon and shall govern the acts of all persons

and entities who may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the property sold pursuant to this Order, including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, secretaries of state and federal, state and local officials, and each of such persons and entities is hereby directed to accept this Order as the sole and sufficient evidence of such transfer of title and shall rely upon this Order in consummating the sales contemplated hereby.

12. The Debtors are authorized to pay those reasonable and necessary fees and expenses incurred in the sale of De Minimis Assets, including commission fees to agents, brokers, auctioneers and liquidators, provided that the right of any affected secured party to contest the reasonableness of such fees and expenses via the objection procedures set forth in this Order is expressly reserved.³

13. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt

³ The Debtors will not pay fees and expenses of estate-retained professionals in connection with such use, sale, transfer or acquisition, however, other than in accordance with any motion by the Debtors seeking the establishment of procedures for interim compensation and reimbursement of expenses.

or reject any agreement, contract or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity or perfection or to seek avoidance of all such liens.

14. Notwithstanding anything contained in the Motion or this Order, any payment to be made or action to be taken by any of the Debtors pursuant to the authority granted herein, as well as the exercise of any and all other rights and authorizations granted or approved hereunder, shall be subject to any interim and final order(s) of this Court approving the terms of postpetition financing.

15. Nothing contained herein shall prejudice the rights of the Debtors to seek authorization for the sale of any asset under Bankruptcy Code section 363.

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

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

18. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion; *provided* that the sale of any assets of Sungard AS Canada pursuant to this Order is subject to the recognition of this Order by the Canadian Court in the Canadian Proceedings.

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

Houston, Texas

Dated: _____, 2022

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Form of Sale Notice

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

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

NOTICE OF SALE

PLEASE TAKE NOTICE that, on April 11, 2022, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532.

PLEASE TAKE FURTHER NOTICE that, on [●], 2022, the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) entered the *Order Approving Procedures for De Minimis Asset Sales* [Docket No. [●]] (the “Order”), authorizing the Debtors to sell certain assets and collections of assets, including any rights or interests therein.

PLEASE TAKE FURTHER NOTICE that, on [●], 2022, the Ontario Superior Court of Justice (Commercial List) entered an order recognizing the Order in the Canadian proceedings recognizing the chapter 11 case in respect of Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the Debtors propose to sell (the “Proposed Sale”) the assets set forth and described on **Exhibit A** attached hereto (the “Assets”) free and clear of all liens, claims, interests and encumbrances. **Exhibit A** identifies: (a) the Assets; (b) the proposed purchaser of the Assets; (c) the material economic terms and conditions of the Proposed Sale, including the purchase price; and (d) any commission, fees or similar expenses to be paid in connection with the Proposed Sale.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, if the terms of the Proposed Sale are materially amended after transmittal of this Notice of Sale, the Debtors will send an amended Notice of Sale (the “Amended Sale Notice”) to the recipients of this Notice of Sale.

¹ 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.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, any party may object to the Proposed Sale (each, an “Objection”). Objections must (a) specify the basis for the Objection and (b) be submitted by mail or email to proposed co-counsel to the Debtors, (x) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Philip C. Dublin, Meredith A. Lahaie and Matthew Friedrich, and (y) Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Attn: Matthew D. Cavanaugh, Jennifer F. Wertz and Rebecca Blake Chaikin, such that the Objection is **actually received by the Debtors’ proposed counsel on or before the later of (i) ten (10) calendar days after service of this Notice of Sale or (ii) five (5) calendar days after service of an Amended Sale Notice, as applicable (the “Objection Deadline”).**

Initial Objections must be received by the Debtors’ proposed counsel by the Objection Deadline but are not required to be filed with the Court. If after good faith negotiations, you and the Debtors are unable to resolve your Objection consensually, you must promptly file a formal objection to the Proposed Sale with the Court and request that a hearing on the matter be scheduled as soon as reasonably practicable, subject to the Court’s availability and prior to the closing of the sale.

PLEASE TAKE FURTHER NOTICE that a copy of the Order may be obtained from the Debtors’ notice, claims and solicitation agent, Kroll Restructuring Administration, LLC, by emailing SGASinfo@ra.kroll.com. A copy of the Order is also available via PACER on the Court’s website at <https://ecf.txsb.uscourts.gov> for a fee, or free of charge by accessing the Debtors’ restructuring website at <https://cases.ra.kroll.com/SungardAS>.

TAB E

This is Exhibit “E” referred to in the Affidavit of Michael K. Robinson sworn before me May 2, 2022 by videoconference in accordance with O. Reg 431/20.

A handwritten signature in blue ink, appearing to read 'J. Bornstein', is positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Jeremy Bornstein
Law Society of Ontario Number: 65425C



Court File No. CV-22-00679628-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Electronically issued : 14-Apr-2022
Délivré par voie électronique
Toronto

THE HONOURABLE MADAM	)	THURSDAY, THE 14 th
)	
JUSTICE CONWAY	)	DAY OF APRIL, 2022

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

INITIAL RECOGNITION ORDER
(FOREIGN MAIN PROCEEDING)

THIS APPLICATION, made by Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee (the "**Canadian Debtor**") in its capacity as the proposed foreign representative (the "**Foreign Representative**") of the Canadian Debtor and the other Debtors (as defined in the affidavit of Michael K. Robinson sworn April 11, 2022 (the "**Robinson Affidavit**") in respect of the proceedings (the "**Foreign Proceeding**") commenced on April 11, 2022, in the United States Bankruptcy Court for the Southern District of Texas (the "**U.S. Bankruptcy Court**") for an Order substantially in the form enclosed in the Application Record, was heard by judicial videoconference via Zoom at Toronto, Ontario due to the COVID-19 crisis.

ON READING the Notice of Application, the Robinson Affidavit, the affidavits of Stephanie Fernandes sworn April 11, 2022 and April 12, 2022, the Pre-Filing Report of Alvarez

& Marsal Canada Inc., in its capacity as proposed information officer (the **"Proposed Information Officer"**) dated April 13, 2022, each filed,

AND UPON BEING ADVISED by counsel for the Foreign Representative that in addition to this Initial Recognition Order, a Supplemental Order (Foreign Main Proceeding) is being sought,

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel for the Proposed Information Officer, counsel for the parties appearing on the participant information form, no one else appearing although duly served as appears from the affidavits of service of Jeremy Bornstein sworn April 11, 2022, Behnoosh Nasri sworn April 12, 2022 and Natalie Levine sworn April 12, 2022, each filed:

SERVICE

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

FOREIGN REPRESENTATIVE

2. THIS COURT ORDERS AND DECLARES that the Foreign Representative is the "foreign representative" as defined in section 45 of the CCAA of the Debtors in respect of the Foreign Proceeding commenced in the U.S. Bankruptcy Court.

CENTRE OF MAIN INTEREST AND RECOGNITION OF FOREIGN PROCEEDING

3. THIS COURT DECLARES that the centre of main interests for the Canadian Debtor is the United States of America, and that the Foreign Proceeding in respect of the Canadian Debtor is hereby recognized as a "foreign main proceeding" as defined in section 45 of the CCAA.

STAY OF PROCEEDINGS

4. THIS COURT ORDERS that until otherwise ordered by this Court:

- (a) all proceedings taken or that might be taken against the Canadian Debtor under the *Bankruptcy and Insolvency Act* or the *Winding-up and Restructuring Act* are stayed;

- (b) further proceedings in any action, suit or proceeding against the Canadian Debtor are restrained; and
- (c) the commencement of any action, suit or proceeding against the Canadian Debtor is prohibited.

NO SALE OF PROPERTY

5. THIS COURT ORDERS that, except with leave of this Court, the Canadian Debtor is prohibited from selling or otherwise disposing of:

- (a) outside the ordinary course of its business, any of its property in Canada that relates to the business; and
- (b) any of its other property in Canada.

GENERAL

6. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, to give effect to this Order and to assist the Canadian Debtor and the Foreign Representative and its respective counsel and agents in carrying out the terms of this Order.

7. THIS COURT ORDERS AND DECLARES that the Interim Order made on April 11, 2022 shall be of no further force and effect once this Order becomes effective, and that this Order shall be effective as of 12:01 a.m. on the date of this Order, provided that nothing herein shall invalidate any action taken in compliance with such Interim Order prior to the effective time of this Order, and this Order is not required to be entered.

8. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days' notice to the Canadian Debtor, the Foreign Representative, the Proposed Information Officer and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.



The Honourable Justice Conway

Court File No. CV-22-00679628-00CL

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

**INITIAL RECOGNITION ORDER
(FOREIGN MAIN PROCEEDING)**

CASSELS BROCK & BLACKWELL LLP

Scotia Plaza, Suite 2100
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nlevine@cassels.com

Lawyers for the Foreign Representative

TAB F

This is Exhibit “F” referred to in the Affidavit of Michael K. Robinson sworn before me May 2, 2022 by videoconference in accordance with O. Reg 431/20.



Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Jeremy Bornstein
Law Society of Ontario Number: 65425C



Electronically issued : 14-Apr-2022
Délivré par voie électronique
Toronto

Court File No. CV-22-00679628-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM	)	THURSDAY, THE 14 th
)	
JUSTICE CONWAY	)	DAY OF APRIL, 2022

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

SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)

THIS APPLICATION, made by Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee (the "**Canadian Debtor**") in its capacity as the proposed foreign representative (the "**Foreign Representative**") of the Canadian Debtor and the other Debtors (as defined in the affidavit of Michael K Robinson sworn April 11, 2022 (the "**Robinson Affidavit**") in respect of the proceedings (the "**Foreign Proceeding**") commenced on April 11, 2022, in the United States Bankruptcy Court for the Southern District of Texas (the "**U.S. Bankruptcy Court**") for an Order substantially in the form enclosed in the Application Record, was heard by judicial videoconference via Zoom at Toronto, Ontario due to the COVID-19 crisis.

ON READING the Notice of Application, the Robinson Affidavit, the affidavits of Stephanie Fernandes sworn April 11, 2022 and April 12, 2022, the Pre-Filing Report of the Alvarez & Marsal Canada Inc., in its capacity as proposed information officer (the "**Proposed Information Officer**") dated April 13, 2022, each filed, and on being advised that the

secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Foreign Representative, counsel for the Proposed Information Officer, counsel for the other parties appearing on the participant information form, and no one appearing for any other party although duly served as appears from the affidavits of service of Jeremy Bornstein sworn April 11, 2022, Natalie Levine sworn April 12, 2022, and Behnoosh Nasri sworn April 12, 2022, and on reading the consent of Alvarez & Marsal Canada Inc. to act as the information officer, each filed:

SERVICE

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

INITIAL RECOGNITION ORDER

2. THIS COURT ORDERS that any capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Initial Recognition Order (Foreign Main Proceeding) dated April 14, 2022 (the “**Initial Recognition Order**”) or the Robinson Affidavit.

3. THIS COURT ORDERS that the provisions of this Supplemental Order shall be interpreted in a manner complementary and supplementary to the provisions of the Initial Recognition Order, provided that in the event of a conflict between the provisions of this Supplemental Order and the provisions of the Initial Recognition Order, the provisions of the Initial Recognition Order shall govern.

RECOGNITION OF FOREIGN ORDERS

4. THIS COURT ORDERS that the following orders (collectively, the “**Foreign Orders**”) of the U.S. Bankruptcy Court made in the Foreign Proceeding are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to Section 49 of the CCAA:

- (a) Order (I) Authorizing Sungard Availability Services (Canada) Ltd./Sungard, Services De Continuite Des Affaires (Canada) Ltée to Act as Foreign Representative and (II) Granting Related Relief, a copy of which is attached hereto as **Schedule “A”**;

- (b) Order (I) Authorizing the Debtors to Redact Certain Personal Identification Information, (II) Approving the Form and Manner of Notice of the Commencement of These Chapter 11 Cases and (III) Granting Related Relief, a copy of which is attached hereto as **Schedule “B”**;
- (c) Interim Order (I) Authorizing Debtors to Pay Certain Critical Vendors, (II) Confirming Administrative Expense Priority of Outstanding Purchase Orders and (III) Granting Related Relief, a copy of which is attached hereto as **Schedule “C”**;
- (d) 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, a copy of which is attached hereto as **Schedule “D”**;
- (e) Order (I) Approving Debtors’ Proposed Form of Adequate Assurance of Payment for Future Utility Services, (II) Approving Adequate Assurance Procedures, (III) Prohibiting Utility Providers from Altering, Refusing or Discontinuing Service, and (IV) Granting Related Relief, a copy of which is attached hereto as **Schedule “E”**;
- (f) Order (I) Authorizing but not Directing, the Debtors to (A) Pay Prepetition Employee Wages, Salaries, and Other Compensation and Reimbursable Employee Expenses and (B) Continue Employee Compensation and Benefits Programs; and (II) Granting Related Relief, a copy of which is attached hereto as **Schedule “F”**;
- (g) Order (I) Authorizing, but not Directing, the Payment of Certain Taxes and Fees and (II) Granting Related Relief, a copy of which is attached hereto as **Schedule “G”**;
- (h) Interim Order (I) Approving Notification and Hearing Procedures for Certain Transfers of Beneficial Ownership and Declarations of Worthlessness with Respect to Membership Interests and (II) Granting Related Relief, a copy of which is attached hereto as **Schedule “H”**;

- (i) Order (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System and Maintain Existing Bank Accounts, (B) Maintain Existing Business Forms and (C) Perform Intercompany Transactions and (II) Granting Related Relief, a copy of which is attached hereto as **Schedule “I”**; and
- (j) Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Repay Certain Prepetition Secured Indebtedness, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection, (VI) Modifying the Automatic Stay; (VII) Scheduling a Final Hearing; and (VIII) Granting Related Relief (the “**Interim DIP Order**”), a copy of which is attached hereto as **Schedule “J”**;

provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property (as defined below) in Canada.

APPOINTMENT OF INFORMATION OFFICER

5. THIS COURT ORDERS that Alvarez & Marsal Canada Inc. (the “**Information Officer**”) is hereby appointed as an officer of this Court, with the powers and duties set out herein and in any other Order made in these proceedings.

NO PROCEEDINGS AGAINST THE CANADIAN DEBTOR, THE GUARANTOR DEBTORS, THE BUSINESS OR THE PROPERTY

6. THIS COURT ORDERS that until such date as this Court may order (the “**Stay Period**”) no proceeding, application, or enforcement process in any court or tribunal in Canada (each, a “**Proceeding**”) shall be commenced or continued against, or in respect of the Canadian Debtor or the entities identified on **Schedule “K”** hereto (collectively, the “**Guarantor Debtors**”) or affecting their business (the “**Business**”) or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”), except with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Canadian Debtor or the Guarantor Debtors or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

7. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Canadian Debtor or the Guarantor Debtors, or affecting the Business or the Property, are hereby stayed and suspended except with leave of this Court, provided that nothing in this Order shall (i) prevent the assertion of or the exercise of rights and remedies outside of Canada, (ii) empower any of the Canadian Debtor or the Guarantor Debtors to carry on any business in Canada which that Canadian Debtor or Guarantor Debtor is not lawfully entitled to carry on, (iii) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA, (iv) prevent the filing of any registration to preserve or perfect a security interest, (v) prevent the registration of a claim for lien; or (vi) prevent the DIP Agents (as defined in the Interim DIP Order) under the post-filing financing approved in the Foreign Proceeding pursuant to the Interim DIP Order (the “**DIP Facilities**”) or the DIP Agents from making any filing or any registration contemplated by or consistent with the DIP Facilities or the Interim DIP Order.

NO INTERFERENCE WITH RIGHTS

8. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, licence or permit in favour of or held by the Canadian Debtor and affecting the Business in Canada, except with leave of this Court.

ADDITIONAL PROTECTIONS

9. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the Canadian Debtor or statutory or regulatory mandates for the supply of goods and/or services in Canada, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services provided in respect of the Property or Business of the Canadian Debtor, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Canadian Debtor, and that the Canadian Debtor shall be entitled to the continued use in Canada of their current premises, bank accounts, telephone numbers, facsimile numbers, internet addresses and domain names.

10. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Canadian Debtor with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Canadian Debtor whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

11. THIS COURT ORDERS that no Proceeding shall be commenced or continued against or in respect of the Information Officer, except with leave of this Court. In addition to the rights and protections afforded the Information Officer herein, or as an officer of this Court, the Information Officer shall have the benefit of all of the rights and protections afforded to a Monitor under the CCAA, and shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

PAYMENT OF RENT

11A. THIS COURT ORDERS that for the period from May 1, 2022 (in respect of May 2022 rent obligations) until such time as a real property lease in Canada is rejected in the Chapter 11 Cases, the Canadian Debtor shall pay monthly all amounts constituting rent under such real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under its lease, but for greater certainty, excluding any accelerated rent or penalties, fees or other charges, including arising as a result of the insolvency of the Debtors).

OTHER PROVISIONS RELATING TO INFORMATION OFFICER

12. THIS COURT ORDERS that the Information Officer:

- (a) is hereby authorized to provide such assistance to the Foreign Representative in the performance of its duties as the Foreign Representative may reasonably request;
- (b) shall report to this Court at such times and intervals that the Information Officer considers appropriate with respect to the status of these proceedings and the status of the Foreign Proceeding, which reports may include

information relating to the Property, the Business, or such other matters as may be relevant to the proceedings herein;

- (c) shall have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Canadian Debtor, to the extent that is necessary to perform its duties arising under this Order; and
- (d) shall be at liberty to engage independent legal counsel or such other persons as the Information Officer deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order.

13. THIS COURT ORDERS that the Canadian Debtor and the Foreign Representative shall (i) advise the Information Officer of all material steps taken by the Canadian Debtor or the Foreign Representative in these proceedings or in the Foreign Proceeding, (ii) co-operate fully with the Information Officer in the exercise of its powers and discharge of its obligations, and (iii) provide the Information Officer with the assistance that is necessary to enable the Information Officer to adequately carry out its functions.

14. THIS COURT ORDERS that the Information Officer shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

15. THIS COURT ORDERS that the Information Officer (i) shall post on its website all Orders of this Court made in these proceedings, all reports of the Information Officer filed herein, and such other materials as this Court may order from time to time, and (ii) may post on its website any other materials that the Information Officer deems appropriate.

16. THIS COURT ORDERS that the Information Officer may provide any creditor of the Canadian Debtor with information provided by the Canadian Debtor in response to reasonable requests for information made in writing by such creditor addressed to the Information Officer. The Information Officer shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Information Officer has been advised by the Canadian Debtor is privileged or confidential, the Information Officer shall not provide such information to

creditors unless otherwise directed by this Court or on such terms as the Information Officer, the Canadian Debtor and the Foreign Representative may agree.

17. THIS COURT ORDERS that Canadian counsel to the Foreign Representative, the Information Officer, and counsel to the Information Officer shall be paid by the Canadian Debtor their reasonable fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order, in each case at their standard rates and charges unless otherwise ordered by the Court. The Canadian Debtor is hereby authorized and directed to pay the accounts of the Canadian counsel to the Foreign Representative, Information Officer and counsel for the Information Officer on a monthly basis and the retainers previously paid to the Information Officer and counsel to the Information Officer, each in the amount of \$75,000, are hereby approved.

18. THIS COURT ORDERS that the Information Officer and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Information Officer and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice, and the accounts of Canadian counsel to the Foreign Representative, the Information Officer and its counsel, shall in each case not be subject to approval in the Foreign Proceeding.

19. THIS COURT ORDERS that the Canadian counsel to the Foreign Representative, the Information Officer, and counsel to the Information Officer shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property in Canada, which charge shall not exceed an aggregate amount of \$500,000, as security for their professional fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraphs 22 and 24 hereof.

INTERIM FINANCING

20. THIS COURT ORDERS that the ABL DIP Agent (as defined in the Interim DIP Order) for its own benefit and for the benefit of the ABL DIP Lenders (as defined in the Interim DIP Order) shall be entitled to the benefit of and is hereby granted a charge (the “**ABL DIP Agent’s Charge**”) on the Property in Canada, which ABL DIP Agent’s Charge shall be consistent with the liens and charges created by the Interim DIP Order with respect to the Property in Canada, shall have the priority set out in paragraphs 22 and 24 hereof, and shall

not be enforced except in accordance with the terms of the Interim DIP Order and with leave of this Court.

21. THIS COURT ORDERS that the Term Loan DIP Agent (as defined in the Interim DIP Order) for its own benefit and for the benefit of the Term Loan DIP Lenders (as defined in the Interim DIP Order) shall be entitled to the benefit of and is hereby granted a charge (the **"Term DIP Agent's Charge"** collectively with the ABL DIP Agent's Charge, the **"DIP Agents' Charges"**)) on the Property in Canada, which Term DIP Agent's Charge shall be consistent with the liens and charges created by the Interim DIP Order with respect to the Property in Canada, shall have the priority set out in paragraphs 22 and 24 hereof, and shall not be enforced except in accordance with the terms of the Interim DIP Order and with leave of this Court.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

22. THIS COURT ORDERS that the priorities of the Administration Charge, the ABL DIP Agent's Charge, and the Term DIP Agent's Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$500,000); and

Second – ABL DIP Agent's Charge and the Term DIP Agent's Charge, as further set forth in the Interim DIP Order.

23. THIS COURT ORDERS that the filing, registration or perfection of the Administration Charge or the DIP Agents' Charges (collectively, the **"Charges"**) shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect the Charges.

24. THIS COURT ORDERS that each of the Administration Charge and the DIP Agents' Charges (all as constituted and defined herein) shall constitute a charge on the Property in Canada and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, **"Encumbrances"**) in favour of any Person.

25. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Canadian Debtor shall not grant any Encumbrances

over any Property in Canada that rank in priority to, or *pari passu* with, the Administration Charge or the DIP Agents' Charges, unless the Canadian Debtor also obtains the prior written consent of the Information Officer and the applicable DIP Agent.

26. THIS COURT ORDERS that the Administration Charge and the DIP Agents' Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the "**BIA**"), or any bankruptcy order made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Canadian Debtor, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by the Canadian Debtor of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by the Canadian Debtor to the Chargees pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

27. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Canadian Debtor's interest in such real property leases.

SERVICE AND NOTICE

28. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <http://www.alvarezandmarsal.com/SungardASCanada>.

29. THIS COURT ORDERS that the Information Officer (i) shall post on the Case Website all Orders of this Court made in these proceedings, all reports of the Information Officer filed herein, and such other materials as this Court may order from time to time, and (ii) may post on its website any other materials that the Information Officer deems appropriate.

30. THIS COURT ORDERS that the Canadian Debtor, Foreign Representative, the Information Officer and their respective counsel are at liberty to serve or distribute this Order, the Initial Recognition Order, any other materials and Orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Canadian Debtor’s creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS).

31. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Canadian Debtor, the Foreign Representative, the Information Officer and their counsel are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Canadian Debtor’s creditors or other interested parties at their

respective addresses as last shown on the records of the Canadian Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

32. THIS COURT ORDERS that, notwithstanding section 53(b) of the CCAA, without delay after this Order is made, the Information Officer shall cause to be published, a notice substantially in the form attached to this Order as **Schedule “L”**, once a week for two consecutive weeks, in the Globe and Mail (National Edition).

GENERAL

33. THIS COURT ORDERS that the Information Officer may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

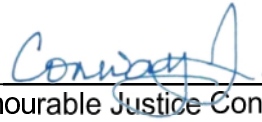
34. THIS COURT ORDERS that nothing in this Order shall prevent the Information Officer from acting as an interim receiver, a receiver, a receiver and manager, a monitor, a proposal trustee, or a trustee in bankruptcy of the Canadian Debtor, the Business or the Property.

35. 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 to give effect to this Order and to assist the Canadian Debtor, the Foreign Representative, the Information Officer, and their respective agents 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 the Canadian Debtor, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the the Canadian Debtor, the Foreign Representative, and the Information Officer and their respective agents in carrying out the terms of this Order.

36. THIS COURT ORDERS that the Canadian Debtor, the Foreign Representative and the Information Officer be at liberty and are 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.

37. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days notice to the Canadian Debtor, the Foreign Representative, the Information Officer and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

38. THIS COURT ORDERS AND DECLARES that this Order shall be effective as of 12:01 AM on the date of this Order and is not required to be entered.

A handwritten signature in blue ink, appearing to read "Conway J.", is written over a horizontal line.

The Honourable Justice Conway

Court File No. CV-22-00679628-00CL

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
INTERIM ORDER (FOREIGN MAIN PROCEEDING)
CASSELS BROCK & BLACKWELL LLP Scotia Plaza, Suite 2100 40 King Street West Toronto, Ontario M5H 3C2 Ryan Jacobs LSO#: 59510J Tel: 416.860.6465 rjacobs@cassels.com Jane Dietrich LSO#: 49302U Tel: 416.860.5223 jdietrich@cassels.com Natalie E. Levine LSO#: 64908K Tel: 416.860.6568 nlevine@cassels.com Lawyers for the Foreign Representative

TAB G

This is Exhibit “**G**” referred to in the Affidavit of Michael K. Robinson sworn before me May 2, 2022 by videoconference in accordance with O. Reg 431/20.

A handwritten signature in black ink, appearing to read 'J. Bornstein', is written over a horizontal line.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Jeremy Bornstein
Law Society of Ontario Number: 65425C

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

~~United States Bankruptcy Court~~
~~Southern District of Texas~~

ENTERED

~~April 12, 2022~~

~~Nathan Ochsner, Clerk~~

In re:

) Chapter 11

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

~~Debtors.~~

~~Chapter 11~~ Case No. 22-90018 (DRJ)

~~(Jointly Administered)~~ Debtors.) (Joint Administration
Requested)

) Re: Docket No. 18

~~INTERIM~~ FINAL ORDER (I) AUTHORIZING THE
DEBTORS

TO (A) CONTINUE TO OPERATE THEIR CASH MANAGEMENT
SYSTEM AND MAINTAIN EXISTING BANK ACCOUNTS, (B) MAINTAIN
EXISTING BUSINESS FORMS AND (C) PERFORM INTERCOMPANY
TRANSACTIONS AND (II) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the Debtors for entry of ~~an interim~~ a final order (this
“~~Interim~~ Final

Order”): (i) authorizing the Debtors to continue to (a) operate their Cash Management System and
maintain their existing Bank Accounts, including honoring certain prepetition obligations related
thereto; (b) maintain existing Business Forms; ~~and~~; (c) perform the Intercompany Transactions;
and ~~(ii)~~

(ii) granting related relief, all as more fully set forth in the Motion; and upon the First Day

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

Declaration; 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. A final hearing to consider the relief requested in the Motion on a final basis shall be held on May 11, 2022, at 10:30 a.m. (prevailing Central Time) and any objections or responses to the Motion shall be filed and served on the notice parties on or prior to May 4, 2022, at 4:00 p.m. (prevailing Central Time).~~

1. ~~2.~~ The Debtors are authorized, but not directed, on an ~~interim~~final basis ~~and~~ in their sole ~~direction~~discretion to: (a) continue operating the Cash Management System, as described in the Motion and substantially as identified in **Exhibit 1** attached hereto; (b) continue to use the Bank Accounts in existence as of the Petition Date, in the names and with the account numbers existing immediately before the Petition Date, including those accounts identified on **Exhibit 2** attached hereto; ~~(e)~~ and ~~(c)~~ pay any ordinary course bank fees and credit card processing fees incurred in connection with the Bank Accounts, irrespective of whether such fees arose prior to the Petition Date, and perform their obligations under the documents and arrangements governing the Bank Accounts;

(d) maintain any corporate card programs, including the PNC Commercial Card Program, and honor all prepetition and postpetition obligations arising thereunder; and (e) continue performance of the Intercompany Transactions among themselves and their non-Debtor affiliates, in the ordinary course of business and consistent with historical practice; *provided*, the Debtors shall

(e)

maintain current records with respect to all such transfers so that all Intercompany Transactions may be readily ascertained, traced and properly recorded on intercompany accounts; *provided, however,* that such records shall be made available upon request by the U.S. Trustee and any official statutory committee. To the extent that the transfers within the Cash Management system are disbursements, they will be noted and reflected on the monthly operating reports. The Debtors shall provide notice to: (i) the U.S. Trustee; (ii) any statutory committee appointed in these chapter 11 cases; (iii) Proskauer Rose LLP ~~and~~& Gray Reed & McGraw LLP, as counsel for the ad hoc group of term loan lenders and term loan DIP lenders; and (iv) Thompson Coburn Hahn & Hessen LLP, counsel for PNC Bank, National Association, as the administrative agent under the Debtors' prepetition revolving credit facility and ABL DIP facility, of any material changes to their Cash Management System.

2. ~~3.~~ Those agreements existing between the Debtors and the Cash Management Banks shall continue to govern the postpetition cash management relationship between the Debtors and Cash Management Banks and all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, collateral, and offset rights, and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with the Cash Management Banks (including, for the avoidance of doubt, any rights of the Cash Management Banks to use funds from the Bank Accounts to remedy any overdraft of another Bank Account or other cash management obligations, whether prepetition or postpetition, to the extent permitted under the applicable agreement), unless the Debtors and the Cash Management Banks agree otherwise, and any other legal rights and remedies afforded to the Cash Management Banks under applicable law shall be preserved.

3.

4. ~~4.~~ The Debtors are authorized to continue using, in their present form, all Business Forms, as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to the Debtors' status as debtors in possession; *provided* that, once the Debtors have exhausted their existing stock of Business Forms, the Debtors shall ensure that any new Business Forms are clearly labeled "Debtor In Possession"; ~~provided, further, that, with respect to any Business Forms that exist or are generated electronically, to the extent reasonably practicable, the Debtors shall ensure that such electronic Business Forms are clearly labeled "Debtor In Possession" within ten (10) business days after the date of this Interim Order.~~

5. To the extent any of the Debtors' Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code, the Debtors shall have until May 9, 2022, without prejudice to seeking an additional extension, to come into compliance with section 345(b) of the Bankruptcy Code, *provided* that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the time periods set forth in this paragraph by entering into a written stipulation with the U.S. Trustee and filing such stipulation on the Court's docket without the need for further Court order.

6. The Cash Management Banks are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession without interruption and in the ordinary course and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, ACH transfers, and other electronic transfers of any kind issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be (including the completion of any such transaction commenced on or

7. The Debtors are authorized, pursuant to Bankruptcy Code section 364(b), to continue using any existing corporate credit card or purchase card arrangements, including the PNC Commercial Card Program, issued by the Cash Management Banks in the ordinary course of

8.

business and consistent with prepetition practices, including by paying any obligations outstanding with respect thereto, whether or not such obligations were outstanding on or before the Petition Date. Those agreements existing between the Debtors and the Cash Management Banks governing any existing corporate credit card or purchase card arrangements shall continue to govern the postpetition card relationship between the Debtors and Cash Management Bank and all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, collateral, and offset and termination rights, and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or ~~as otherwise provided in~~, with respect to any such agreement with Cash Management Banks.

~~7. To the extent any of the Debtors' Bank Accounts are not in compliance with Bankruptcy Code section 345(b), the Debtors shall have until May 9, 2022, without prejudice to seeking an additional extension, to come into compliance with Bankruptcy Code section 345(b); provided that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the time periods set forth in this paragraph by entering into a written stipulation with the U.S. Trustee and filing such stipulation on the Court's docket without the need for further Court order.~~

9. ~~8.~~ The Debtors are authorized, in the ordinary course of business, to open any new bank accounts or close any existing Bank Accounts and enter into any ancillary agreements, including new deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate, subject to the terms and provisions of the Debtors' agreement with the Cash Management Banks, as applicable.

10. ~~9.~~ The relief granted in this ~~Interim~~Final Order is extended to any new bank

account opened by the Debtors after the date hereof, which account shall be deemed a Bank Account, and to any Additional Cash Management Bank (as hereinafter defined) at which such account is opened; *provided* that subject to resolution of any Bankruptcy Code section 345(b) compliance issues, such new account is with one of the Debtors' existing Cash Management Banks or with a bank (an "Additional Cash Management Bank") that: (a) is insured by the FDIC or the Federal Savings and Loan Insurance Corporation; (b) is an authorized depository pursuant to the U.S. Trustee's Operating Guidelines; and (c) agrees to be bound by the terms of this ~~Interim~~Final Order. If the Debtors open a new Bank Account, close an existing Bank Account, or enter into any ancillary agreements

(other than agreements applied by the Cash Management Banks or an Additional Cash Management Bank to all similarly situated customers), they shall provide notice to: (a) the U.S. Trustee; (b) counsel to any official statutory committee appointed in these chapter 11 cases;

(c) Proskauer Rose LLP and Gray Reed & McGraw LLP, as counsel for the ad hoc group of term loan lenders and term loan DIP ~~Lenders~~lenders; and (d) Thompson Coburn Hahn & Hessen LLP, counsel for PNC Bank, National Association, as the administrative agent under the Debtors' prepetition revolving credit facility and ABL DIP facility; *provided, further*, that any such opening shall be timely indicated on the Debtors' monthly operating reports.

11. ~~10.~~ In the course of providing cash management services to the Debtors, the Cash Management Banks and each Additional Cash Management Bank are authorized, without further order of the Court, to deduct the applicable fees and expenses associated with the nature of the deposit and cash management services rendered to the Debtors, whether arising prepetition or postpetition, from the appropriate accounts of the Debtors, and further, to charge back to, and take and apply reserves from, the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, merchant services transactions or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

12. ~~11.~~ In the course of providing cash management services to the Debtors, any distributions, dividends or other payments made by or on account of non-Debtor subsidiaries to the Debtors shall be placed in a segregated account to be established by the Debtors (or in

another account after receiving the prior written consent of the Term Loan DIP Agent³ (acting at the

³ Capitalized terms used but not otherwise defined in this ~~Interim~~[Final](#) Order shall have the meanings ascribed to them in the Debtors' ~~Emergency~~[E mergency](#) Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Repay Certain Prepetition Secured Indebtedness, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection, (VI) Modifying the Automatic Stay, ~~(VII) — Scheduling a Final Hearing, and (VIII) Granting Related Relief.~~

direction of the Required Term Loan DIP Lenders in their sole discretion)), and such funds shall not be withdrawn from such account without the prior written consent of the Term Loan DIP Agent (acting at the direction of the Required Term Loan DIP Lenders in their sole discretion).

13. ~~12.~~ Notwithstanding any other provision of this ~~Interim~~Final Order, the Cash Management Banks shall not be deemed to be nor shall be liable to the Debtors or their estates or otherwise be in violation of this ~~Interim~~Final Order if the Cash Management Banks ~~honor~~honors a prepetition check or other item drawn on any account that is the subject of this ~~Interim~~Final Order: (a) at the direction of the Debtors; ~~(b)~~

(b) in a good-faith belief that the Court has authorized such prepetition check or item to be honored; or (c) as a result of an innocent mistake made despite implementation of customary item handling procedures. Without limiting the foregoing, the Cash Management Banks may assume that any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this ~~Interim~~Final Order unless otherwise specifically otherwise advised by the Debtors, and the Cash Management Banks shall not have any liability to any party for relying on representations by the Debtors as provided for herein.

14. ~~13.~~ All Intercompany Claims against a Debtor arising after the Petition Date shall be accorded administrative expense priority in accordance with Bankruptcy Code sections 503(b) and 507(a)(2).

15. ~~14.~~ Nothing contained in the Motion or this ~~Interim~~Final Order shall be construed to ~~(a)~~ (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of

Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Repay Certain Prepetition Secured Indebtedness, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing, and (VIII) Granting Related Relief.

the Petition Date or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

16. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

17. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, with respect to prepetition amounts owed where such payments are authorized by an order of this Court.

18. ~~15.~~ Notwithstanding the relief granted in this ~~Interim~~Final Order and any actions taken pursuant to such relief, nothing in this ~~Interim~~Final Order shall be deemed: (a) an admission as to the amount of, basis for or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in ~~the~~this Motion or any order granting the relief requested by ~~the~~this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other

that any liens (contractual, common law, statutory or otherwise) that may be satisfied pursuant to the relief requested in ~~the~~this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity or perfection or to seek avoidance of all such liens.

20. ~~16.~~ Notwithstanding anything in this Order to the contrary, any payment to be made, or any authorization contained hereunder shall be subject to the terms of any orders authorizing debtor in possession financing or the use of cash collateral approved by this Court in these chapter 11 cases (including with respect to any budget governing or relating to such use) including, without limitation, the *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing*,

(II) *Authorizing the Debtors to Use Cash Collateral*, (III) *Authorizing the Debtors to Repay Certain Prepetition Secured Indebtedness*, (IV) *Granting Liens and Providing Superpriority Administrative Expense Status*, (V) *Granting Adequate Protection*, (VI) *Modifying the Automatic Stay*, (VII) *Scheduling a Final Hearing*, and (VIII) *Granting Related Relief* (as each order may be amended or become final in accordance with the terms thereof, the “DIP Order”) and the Approved

Budget (as defined in the DIP Order). To the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order and the Approved Budget shall control.

21. ~~17.~~ The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

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

23. ~~19.~~ Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this

24. ~~20.~~ The Debtors are authorized to take all actions necessary to effectuate the relief granted in this ~~Interim~~Final Order in accordance with the Motion.

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

~~Houston, Texas Dated: _____, 2022~~
~~Signed: April 12, 2022.~~

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

Exhibit 1

Cash Management System Schematic

Sungard AS Cash Management

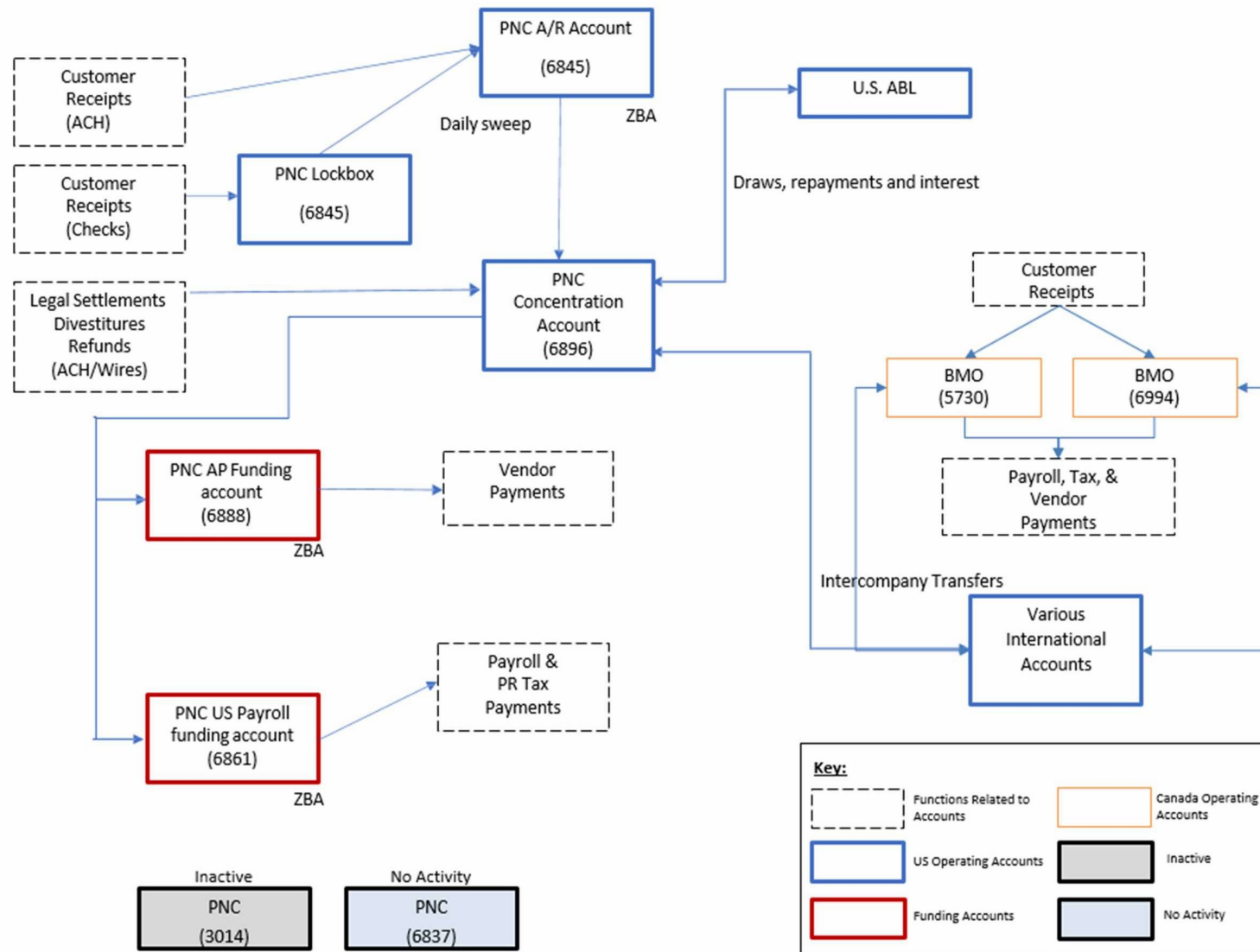


Exhibit 2**Bank Accounts**

Entity	Account Type	Bank Name	Account No.	Currency
Sungard Availability Services LP	Concentration Account	PNC Bank, N.A.	6896	USD
Sungard Availability Services LP	Disbursement Account	PNC Bank, N.A.	6888	USD
Sungard Availability Services LP	Payroll Account	PNC Bank, N.A.	6861	USD
Sungard Availability Services LP	Lockbox Account	PNC Bank, N.A.	6845	USD
Sungard Availability Services Canada Ltd.	Canada Operating Account	Bank of Montreal	6994	USD
Sungard Availability Services Canada Ltd.	Canada Operating Account	Bank of Montreal	5730	CAD
Sungard Availability Services LP	Stand Alone Account (No Activity)	PNC Bank, N.A.	6837	USD
Sungard Availability Services Capital, Inc.	Inactive Account	PNC Bank, N.A.	3014	USD

Document comparison by Workshare 9.5 on Monday, April 25, 2022 11:18:47 AM

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Description	(Sungard) Interim Cash Management Order
Document 2 ID	file:///C:/Users/wonyeaju/Work Folders/CBB System Files/Desktop/Restructuring and Insolvency Notes/Sungard/(Sungard) Final Cash Management Order.pdf
Description	(Sungard) Final Cash Management Order
Rendering set	Standard

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<u>Moved to</u>	
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Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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Insertions	112
Deletions	91
Moved from	3
Moved to	3
Style change	0

Format changed	0
Total changes	209

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

Court File No.: CV-22-00679628-00CL

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

PROCEEDING COMMENCED AT TORONTO

**SECOND AFFIDAVIT OF MICHAEL K. ROBINSON
(sworn May 2, 2022)**

CASSELS BROCK & BLACKWELL LLP

Scotia Plaza, Suite 2100
40 King Street West
Toronto, Ontario M5H 3C2

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nlevine@cassels.com

Lawyers for the Foreign Representative

TAB 3

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

THE HONOURABLE MADAM	)	FRIDAY, THE 13 TH
JUSTICE CONWAY	)	DAY OF MAY, 2022

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

**ORDER
(RECOGNITION OF FOREIGN ORDERS)**

THIS MOTION, made by Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee in its capacity as the foreign representative (the **"Foreign Representative"**) of itself and the other Debtors (as defined in the affidavit of Michael K. Robinson sworn May 2, 2022, the **"Second Robinson Affidavit"**) pursuant to the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the **"CCAA"**) for an Order substantially in the form enclosed in the Motion Record, was heard by judicial videoconference via Zoom at Toronto, Ontario due to the COVID-19 crisis.

ON READING the Notice of Motion, the Second Robinson Affidavit, the Affidavit of William Onyeaju sworn May 2, 2022 and the First Report of Alvarez & Marsal Canada Inc., in its capacity as Information Officer dated May 2, 2022, each filed, and upon hearing the submissions of counsel for the Foreign Representative, counsel for the Information Officer; and counsel for the other parties appearing on the counsel slip; and no one else appearing although duly served as

appears from the affidavits of service of William Onyeaju sworn May 2, 2022 and May ●, 2022, each filed:

SERVICE AND DEFINITIONS

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.

2. THIS COURT ORDERS that capitalized terms used herein and not otherwise defined have the meaning given to them in the Affidavit of Michael K. Robinson sworn April 11, 2022 or the Second Robinson Affidavit, as applicable.

RECOGNITION OF FOREIGN ORDERS

3. THIS COURT ORDERS that the following orders of the U.S. Bankruptcy Court made in the Foreign Proceeding are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

- a) *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Repay Certain Prepetition secured Indebtedness, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection, (VI) Modifying the Automatic Stay, and (VII) Granting Related Relief (the “Final DIP Order”), a copy of which is attached hereto as **Schedule “A”**;*
- b) *Final Order (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System and Maintain Existing Bank Accounts, (B) Maintain Existing Business Forms and (C) Perform Intercompany Transactions and (II) Granting Related Relief, a copy of which is attached hereto as **Schedule “B”**;*
- c) *Order (I)(A) Approving Bidding Procedures for the Sale of The Debtors’ Assets, (B) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (C) Approving Assumption and Assignment Procedures and (D) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired*

Leases; and (III) Granting Related Relief, a copy of which is attached hereto as **Schedule “C”**;

d) *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form and Manner for Filing Proofs of Claim, Including 503(b)(9) Requests, and (IV) Approving Notice of Bar Dates*, a copy of which is attached hereto as **Schedule “D”**; and

e) *Order Approving Procedures for De Minimis Asset Sales*, a copy of which is attached hereto as **Schedule “E”**.

3. THIS COURT ORDERS that the Supplemental Order (Foreign Main Proceeding) dated April 14, 2022 be and is hereby amended to change all references to the term “Interim DIP Order” in paragraphs 7, 20, 21 and 22 therein to “Final DIP Order”.

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 the other Debtors, the Foreign Representative, the Information Officer, and their respective counsel and agents 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 the other Debtors, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the other Debtors, the Foreign Representative, and the Information Officer, and their respective counsel and agents in carrying out the terms of this Order.

5. THIS COURT ORDERS that the Canadian Debtor, the Foreign Representative, and the Information Officer shall be at liberty and are 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 that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days’ notice to the Canadian Debtor, the Foreign Representative, the Information Officer and their respective counsel, and to any other

party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

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

The Honourable Justice Conway

Schedule “A”

Schedule “B”

Schedule “C”

Schedule “D”

Schedule “E”

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

Court File No:CV-22-00679628-00CL

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

PROCEEDING COMMENCED AT TORONTO

**RECOGNITION ORDER
(RECOGNITION OF FOREIGN ORDERS)**

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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

Court File No. CV-22-00679628-00CL

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

PROCEEDING COMMENCED AT TORONTO

**MOTION RECORD
(RECOGNITION OF FOREIGN ORDERS)**

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