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

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 Order)
(Returnable September 15, 2022)

September 9, 2022

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TO: SERVICE LIST

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

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

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

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

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		14.	Exhibit N – 11:11 Notice
3.		Draft Recognition Order	

TAB 1

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

ONTARIO
SUPERIOR COURT OF JUSTICE
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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

NOTICE OF MOTION
(Recognition of Foreign Orders)
(Returnable September 15, 2022)

The applicant, Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuité des Affaires (Canada) Ltée ("**Sungard AS Canada**"), in its capacity as foreign representative (the "**Foreign Representative**") of itself, as well as the other Debtors (as defined below), will make a motion to a Judge presiding over the Commercial List on September 15, 2022, at 11:00 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.

THE MOTION IS FOR:

1. An order recognizing and giving full force and effect in all provinces and territories of Canada pursuant to section 49 of the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the "**CCAA**") the following orders which have been or may 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 (as defined below) under Chapter 11, title 11 of the United States Code (the "**Bankruptcy Code**"):

    (a) *Order (I) Conditionally Approving the Disclosure Statement; (II) Approving the Combined Hearing Notice; (III) Approving the Solicitation and Notice Procedures;*

(IV) Approving the Forms of Ballots and Notices; (V) Approving Certain Dates and Deadlines in Connection with the Solicitation and Confirmation of the Plan and (VI) Scheduling a Combined Hearing on (A) Final Approval of the Disclosure Statement and (B) Confirmation of the Plan (the "**Disclosure Statement Order**");

(b) *Order (I) Approving the Sale of Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances; (II) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection Therewith; and (III) Granting Related Relief* (the "**365 Sale Order**"); and

(c) *Order (I) Approving the Sale of Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances; (II) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection Therewith; and (III) Granting Related Relief* (the "**11:11 Sale 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, Sungard AS Canada and 11 of its US-based affiliates (collectively, 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.

5. On April 11, 2022, 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 Part IV of the CCAA.

6. 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 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 an order authorizing Sungard AS Canada to act as the Foreign Representative of itself and the other Debtors in any proceedings in Canada.

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". On the same day, the Court granted a second order (the "**Supplemental Order**"), among other things, (a) recognizing certain orders entered by the U.S. Bankruptcy Court in the Chapter 11 Cases; (b) granting two charges with respect to interim financing over the property of Sungard AS Canada in Canada and an administration charge; and (c) appointing Alvarez & Marsal Canada Inc. as the information officer (in such capacity, the "**Information Officer**") in the Canadian Proceedings.

9. Following a hearing on May 13, 2022, on May 16, 2022, the Court granted recognition of four additional orders from the U.S. Bankruptcy Court, as requested by the Foreign Representative, including (i) an order approving bidding procedures (the "**Bidding Procedures Order**"); (ii) an order setting bar dates for filing proofs of claim (the "**Bar Date Order**"); and (iii) an order approving the post-petition financing on a final basis (the "**Final DIP Order**"). As described in detail in the Plan and Disclosure Statement, the Final DIP Order included a Global Settlement pursuant to which the Debtors resolved certain objections of the Committee[1]. The Foreign Representative has requested, and the Court has granted, additional recognition orders from time to time during these proceedings, including orders approving the rejection of leases associated with two Workplace Recovery locations in Canada.

10. On June 3, 2022, the Debtors filed the *Debtors' Motion for Entry of an Order (I) Conditionally Approving the Disclosure Statement; (II) Approving the Combined Hearing Notice; (III) Approving the Solicitation and Notice Procedures; (IV) Approving the Forms of Ballots and Notices; (V) Approving Certain Dates and Deadlines in Connection with the Solicitation and Confirmation of the Plan and (VI) Scheduling a Combined Hearing on (A) Final Approval of*

[1] "Committee" means the official committee of unsecured creditors appointed in the Chapter 11 Cases on April 25, 2022 by the U.S. Trustee, as may be reconstituted from time to time.

the Disclosure Statement and (B) Confirmation of the Plan (the "**Disclosure Statement Motion**") with the U.S. Bankruptcy Court to authorize the *Combined Disclosure Statement and Joint Chapter 11 Plan of Sungard AS New Holdings LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as applicable and as amended from time to time, the "**Disclosure Statement**", the "**Plan and Disclosure Statement**" or the "**Plan**").

Background on the Additional U.S. Orders

11. The Debtors initially filed their Plan and Disclosure Statement on June 3, 2022 and scheduled a hearing for conditional approval of the Plan and Disclosure Statement before the U.S. Bankruptcy Court for June 29, 2022. The Foreign Representative served a motion record on June 23, 2022 to seek recognition of the Disclosure Statement Order, should it be granted by the U.S. Bankruptcy Court at the June 29, 2022 hearing. However, the hearing before the U.S. Bankruptcy Court in respect of the Disclosure Statement Motion was adjourned a number of times as the Debtors continued to revise the documents and progress the sales described below.

12. On August 1, 2022, the Debtors filed a *Notice of (I) Successful Bid and Sale Hearing and (II) Hearing on Conditional Approval of the Disclosure Statement* with the U.S. Bankruptcy Court, which disclosed the details of a sale of certain of the Debtors' assets to 365 SG Operating Company LLC ("**365 Data Centers**") on the terms set out in the asset purchase agreement with 365 Data Centers (the "**365 APA**"). On August 31, 2022, the U.S. Bankruptcy Court entered the 365 Sale Order.

13. On August 24, 2022, the Debtors filed a *Notice of Successful Bid and Sale Hearing* with the U.S. Bankruptcy Court, which, among other things, disclosed details related to the sale of the Debtors' cloud management system ("**CMS**") assets to 11:11 Systems, Inc. ("**11:11 Systems**") on the terms set out in the asset purchase agreement with 11:11 Systems (the "**11:11 APA**"). A hearing in respect of the 11:11 Sale Order before the U.S. Bankruptcy Court is currently scheduled for September 14, 2022. A copy of the 11:11 Sale Order, if granted, will be provided to the Court in a supplemental affidavit before the hearing of the Foreign Representative's motion.

14. On September 2, 2022, the Debtors filed a revised version of the Plan and Disclosure Statement. The revised Plan and Disclosure Statement reflects the results of the sales process conducted under the Bidding Procedures Order and, among other things, further details regarding the 365 APA and the 11:11: APA. A hearing for the entry of the Disclosure

Statement Order was heard on September 7, 2022. On that same date, the U.S. Bankruptcy Court entered the Disclosure Statement Order.

The Disclosure Statement Order

15. The Disclosure Statement Order grants the following relief:

(a) *Disclosure Statement.* Conditional approval of the adequacy of the information provided in the Plan and Disclosure Statement;

(b) *Combined Hearing Notice*. Approval of the Combined Hearing Notice in respect of the combined hearing on the adequacy of the Disclosure Statement and confirmation of the Plan (the "**Combined Hearing**");

(c) *Solicitation Procedures*. Approval of the solicitation procedures for providing notice and soliciting votes to accept or reject the Plan;

(d) *Solicitation Packages*. A finding that the packages to be sent to the holders of claims entitled to vote on the Plan are in compliance with the applicable local rules governing service and notice;

(e) *Ballots*. Approval of the forms of ballots voting to accept or reject the Plan;

(f) *Other Notices*. Approval of the forms of (i) presumed to accept notice, (ii) presumed to reject notice, (iii) assumption notice applicable to counterparties to executory contracts and unexpired leases; and

(g) Confirmation Dates. Establishing dates and deadlines with respect to the Plan's confirmation schedule, subject to modification as necessary, as set out below:

Event	**Date**
Voting Record Date	September 6, 2022
Solicitation Date	September 9, 2022
Deadline to Mail Assumption Notices	September 16, 2022
Plan Supplement Filing Deadline	September 19, 2022
Voting Deadline	September 26, 2022 at 4:00 p.m. (prevailing Central Time)
Plan and Disclosure Statement Objection Deadline	September 26, 2022 at 4:00 p.m. (prevailing Central Time)
Deadline to File Voting Report	September 30, 2022

Combined Hearing on Disclosure Statement and Plan	October 3, 2022 at 2:00 p.m. (prevailing Central Time)

16. Although the Debtors sought and received conditional approval of the disclosure in the Plan and Disclosure Statement, the Debtors did not request that the U.S. Bankruptcy Court approve the substance of the Plan in the Disclosure Statement Order at this time. Instead, the U.S. Bankruptcy Court has approved, on a conditional basis, the adequacy of the information provided to claimants to allow them to vote on the Plan.

17. As set out in detail in the Affidavit of Michael K. Robinson sworn September 9, 2022, the only class of creditors voting on the Plan are holders of claims under the Debtors' first lien secured credit facility.

18. Under the proposed Plan, Canadian-based creditors will be permitted to vote on the Plan and to receive recoveries on the same basis as U.S.-based creditors; there is no separate process established for Canadian creditors under the Plan.

The 365 Sale Order

19. In accordance with the Bidding Procedures Order, the Debtors determined that the bid submitted by 365 Data Centers, and memorialized in the 365 APA, constitutes the highest and best offer for the asset described in the 365 APA. The purchased assets are the assets associated with the Bravo business (being the colocation & network services business noted above) and certain workplace recovery assets as further described in the 365 APA. The assets are primarily associated with eight data centers located in the United States.

20. Pursuant to the 365 APA and consistent with the Bidding Procedures Order, the Debtors filed a list of contracts to be assumed and assigned on August 26, 2022. In finalizing the list of contracts to be assumed and assets to be transferred, the Debtors discovered that three of the customer contracts to be assigned are contracts with Sungard AS Canada. Although the customer's primary services are provided in the United States, due to the history of the customer relationships, Sungard AS Canada is the contracting party and certain limited services have been provided to these customers in Canada, as well as currently in the U.S. Similarly, the final list of assets to be transferred includes some network assets in Canada such as routers, network switches and cards, given that 365 Data Centers will be providing network services in both Canada and the U.S.

21. Notice to counterparties to the Sungard AS Canada contracts was provided pursuant to the Bidding Procedures Order. The customers received email or overnight notice of the list of contracts to be assumed and assigned to 365 Data Centers and have not objected to the transfer.

22. Pursuant to the 365 APA, 365 Data Centers, the Debtors, and parties that may acquire the CMS or the Eagle businesses (being the CMS and recovery businesses respectively as described above) will enter into transition services agreements (the "**365 Transition Services Agreement**") on the 365 Closing Date, whereby the foregoing parties will provide certain services for a transition period following the date of closing. The limited Canadian services to be provided to the customers will be addressed in the 365 Transition Services Agreement and, if applicable, a subsequent, longer term managed services agreement.

23. The Sale Transaction to 365 Data Centers is a key component of the Debtors' ability to emerge from these insolvency proceedings and the proceeds of this transaction will fund a portion of the Plan distributions.

Recognition of the 11:11 Order

24. The Debtors have also accepted an offer for the purchase of the assets associated with the CMS business. The Debtors have determined that sale on the terms set out in the 11:11 APA was the best and highest offer, taking into account, among other things: (i) the assumption of liabilities associated with the contracts to be assigned to 11:11 Systems; and (ii) the need to provide continued services to customers in order to maintain the value of the Debtors' other business units.

25. The 11:11 APA includes the assumption and assignment of certain contracts. Pursuant to the Bidding Procedures Order and the 11:11 APA, a notice attaching the list of contracts to be assumed and assigned was filed on September 7, 2022 (the "**11:11 Notice**"). The 11:11 Notice also reset the hearing from September 13, 2022 to September 14, 2022.

26. The 11:11 Purchased Assets in Canada (the "**11:11 Canadian Purchased Assets**") include certain limited contracts with Sungard AS Canada, as well as certain limited network and internet, and information technology systems-related equipment. In addition, the 11:11 APA provides for the transfer of Canadian-registered intellectual property owned by Sungard Availability Services, LP specifically including one Canadian patent.

27. Sufficient notice to Canadian contract counterparties has been provided pursuant to the Bidding Procedures Order. The contract counterparties received email or overnight notice of the list of contracts to be assumed and assigned to 11:11 Systems.

28. The patent to be transferred to 11:11 Systems is owned by Sungard Availability Services, LP, which is a "Guarantor Debtor" under the terms of the Supplemental Order. The Supplemental Order does not restrict the ability of Sungard Availability Services, LP to transfer the patent, the charges granted in the Supplemental Order extend to the property of the Guarantor Debtors, including Sungard Availability Services, LP. Relief is therefore necessary from this court to ensure that the patent can be transferred free and clear.

29. The hearing on the 11:11 Sale Order is scheduled for September 14, 2022. In the event that there are objections or modifications to the proposed relief, I understand that the Foreign Representative or the Information Officer intend to advise this Court accordingly.

Other Grounds

30. The provisions of the CCAA, including Part IV thereof;

31. 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

32. 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:

33. The Robinson Affidavit and the exhibits attached thereto;

34. The Affidavit of William Onyeaju, to be sworn, and the exhibits attached thereto, to be filed;

35. The Fourth Report of the Information Officer, to be filed; and

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

September 9, 2022

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Lawyers for the Foreign Representative

TO: SERVICE LIST

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

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

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

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

AFFIDAVIT OF MICHAEL K. ROBINSON
(sworn September 9, 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 Debtors[1] (together with their direct and indirect non-Debtor subsidiaries, the "**Company**"), including Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuité des Affaires (Canada) Ltée ("**Sungard AS Canada**"). I have served in this position since May 2019. I also serve on the Board of Managers of the Company's ultimate parent Sungard AS New Holdings, LLC and the applicable governing body of each other Debtor.

[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 Continuité des Affaires (Canada) Ltée; 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.

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 (i) recognizing and giving full force and effect in all provinces and territories of Canada, pursuant to section 49 of the CCAA, the orders described below which have been or may 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**"), and (ii) certain related relief to assist with the implementation of such orders in Canada.

4. On this motion, the Foreign Representative is seeking recognition in Canada of the:

(a) *Order (I) Conditionally Approving the Disclosure Statement; (II) Approving the Combined Hearing Notice; (III) Approving the Solicitation and Notice Procedures; (IV) Approving the Forms of Ballots and Notices; (V) Approving Certain Dates and Deadlines in Connection with the Solicitation and Confirmation of the Plan and (VI) Scheduling a Combined Hearing on (A) Final Approval of the Disclosure Statement and (B) Confirmation of the Plan* (the "**Disclosure Statement Order**"). A copy of the Disclosure Statement Order entered by the U.S. Bankruptcy Court on September 7, 2022 is attached as **Exhibit "A"** hereto;

(b) *Order (I) Approving the Sale of Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances; (II) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection Therewith; and (III) Granting Related Relief* (the "**365 Sale Order**"). A copy of the 365 Sale Order entered by the U.S. Bankruptcy Court on August 31, 2022 is attached as **Exhibit "B"** hereto; and

(c) *Order (I) Approving the Sale of Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances; (II) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection Therewith; and (III) Granting Related Relief* (the "**11:11 Sale Order**"), if granted by the U.S. Bankruptcy Court.

5. A hearing by the U.S. Bankruptcy Court in respect of the 11:11 Sale Order is currently scheduled for September 14, 2022, but a draft order is not yet available. A copy of the 11:11 Sale Order, if granted, will be provided to the Court and the Service List (as defined below) in a supplemental affidavit before the hearing of the Foreign Representative's motion.

6. 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**"), the Disclosure Statement Motion (as defined below) or the Plan and Disclosure Statement (as defined below), as applicable.

7. 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 these 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. The Company and Sungard AS Canada

8. 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. As of the Petition Date (as defined below), the Debtors employed approximately 585 individuals in the United States and Canada, operated 52 facilities (comprising 24 data centers and 28 work area recovery centers) and provided 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.

9. 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 in respect of those loans. In addition, Sungard AS Canada relies on other Debtors for substantially all of its back-office functions, as 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.

10. As set out in the Plan and Disclosure Statement, as of the Petition Date, the Company's business operated in four general business units:

(a) **Colocation & Network Services ("Bravo")**: The Company offers colocation[2] services through its facilities and connectivity at those facilities to support

[2] Colocation involves renting out physical space within data centers and providing associated services, such as power, interconnection, environmental controls, monitoring and security, while allowing customers to deploy and manage their servers, storage and other equipment in secure data centers.

customers, providing space, reliable power with backup and fully-redundant network connectivity. The Company also offers customers the option of having the Company procure, manage and deploy network services on their behalf, including traffic management, carrier diversity and workload optimization.

(b) **Cloud & Managed Services ("CMS")**: The Company offers both public cloud services (through, for example, Amazon Web Services and Microsoft Azure) and private cloud services. Through its managed services, the Company acts as a trusted partner to customers by providing tools to ensure that they have a simple, secure and integrated model that enables cross-platform deployments and meets compliance, scalability and availability requirements.

(c) **Recovery Services ("Eagle")**: The Company's recovery services offerings include cloud recovery, disaster recovery as a service (DRaaS), business continuity management, data protection, recovery management, infrastructure recovery and discovery and dependency mapping.[3]

(d) **Workplace Recovery**: The Company's workplace recovery services are primarily offered in the form of either dedicated or shared business continuity locations, where customers' employees can resume work duties even if their primary office space is disrupted.

B. Procedural Background

11. 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.

12. 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.

[3] DRaaS is a cloud-based disaster recovery service that allows an organization to back up its data and IT infrastructure in a third-party cloud computing environment and provide all the disaster recovery tools through a SaaS ("software as a service") solution.

13. On April 12, 2022, the U.S. Bankruptcy Court entered various orders in the Chapter 11 Cases, including an order authorizing Sungard AS Canada to act as the Foreign Representative of itself and the other Debtors in any proceedings in Canada.

14. On April 14, 2022, the Court entered an Initial Recognition Order, among other things, (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 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 the Information Officer in the Canadian Proceedings.

15. On May 16, 2022, the Court granted an order recognizing and giving full force and effect in all provinces and territories of Canada to four additional orders from the U.S. Bankruptcy Court, as requested by the Foreign Representative, including (i) an order setting bar dates for filing proofs of claim; (ii) an order approving bidding procedures (the "**Bidding Procedures Order**"); and (iii) an order approving the post-petition financing on a final basis (the "**Final DIP Order**"). As described in detail in the Plan and Disclosure Statement, the Final DIP Order included a Global Settlement pursuant to which the Debtors resolved certain objections of the Committee[4]. The Foreign Representative has requested, and the Court has granted, additional recognition orders from time to time during the Canadian Proceedings, including orders approving the rejection of leases associated with two workplace recovery locations in Canada.

[4] "**Committee**" means the official committee of unsecured creditors appointed in the Chapter 11 Cases on April 25, 2022 by the U.S. Trustee, as may be reconstituted from time to time.

16. On June 3, 2022, the Debtors filed a motion with the U.S. Bankruptcy Court seeking, among other things, authorization to commence solicitation of votes on the *Combined Disclosure Statement and Joint Chapter 11 Plan of Sungard AS New Holdings, LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as applicable, the "**Disclosure Statement**", "**Plan and Disclosure Statement**" or "**Plan**"). A copy of the Debtors' motion (the "**Disclosure Statement Motion**"), including the proposed Disclosure Statement Order, is attached hereto as **Exhibit "C"**.

17. The U.S. Bankruptcy Court scheduled a hearing for conditional approval of the Disclosure Statement Motion for June 29, 2022. The Foreign Representative filed a motion record, containing an affidavit that I had sworn on June 23, 2022 (the "**June 23 Robinson Affidavit**"), with this Court for a hearing to seek recognition of the Disclosure Statement Order, should it be granted by the U.S. Bankruptcy Court at the June 29, 2022 hearing. A copy of the affidavit that I swore on June 23, 2022 (without exhibits), is attached to this affidavit as **Exhibit "D"**.

18. On June 29, 2022, the Debtors filed a *Notice of Hearings on Approval of the Disclosure Statement, the Proposed Sale Transaction, and KERP Motion* (the "**Adjournment Notice**"), which, among other things, rescheduled the hearing on the Disclosure Statement Motion before the U.S. Bankruptcy Court to July 13, 2022. A copy of the Adjournment Notice is attached hereto as **Exhibit "E"**.

19. On June 30, 2022, the Foreign Representative, through its counsel, advised the service list in the Canadian Proceedings (the "**Service List**") that the Foreign Representative would be adjourning the relief requested in respect of the Disclosure Statement Order in Canada to July 19, 2022.

20. On July 8, 2022, the Debtors filed a *Notice of Revised Dates for Auction, Sale Hearing and Hearing for Conditional Approval of the Disclosure Statement* with the U.S. Bankruptcy Court

(the "**Second Adjournment Notice**"), a copy of which is attached hereto as **Exhibit "F"**. The Second Adjournment Notice, among other things, further adjourned the U.S. Bankruptcy Court hearing on the Disclosure Statement Motion and certain other relief to August 3, 2022.

21. On July 12, 2022, I swore a further affidavit in support of recognition of additional orders from the U.S. Bankruptcy Court. That affidavit attached the Second Adjournment Notice and advised that the Foreign Representative would be seeking to reschedule the recognition motion.

22. On July 29, 2022, the Debtors filed the *Notice of Adjournment of Auction and Sale Hearing* (the "**Third Adjournment Notice**"), a copy of which is attached hereto as **Exhibit "G"**, which, among other things, canceled the auction for the Bravo business and adjourned the auction in respect of the Debtors' other assets.

23. On August 1, 2022, the Debtors filed a *Notice of (I) Successful Bid and Sale Hearing and (II) Hearing on Conditional Approval of the Disclosure Statement* with the U.S. Bankruptcy Court (the "**Fourth Adjournment Notice**"), a copy of which is attached hereto as **Exhibit "H"**. The Fourth Adjournment Notice, among other things: disclosed the details of a sale of certain of the Debtors' assets to 365 SG Operating Company LLC ("**365 Data Centers**"), which is described in greater detail within this affidavit; attached a copy of the asset purchase agreement (the "**365 APA**"); and rescheduled the U.S. Bankruptcy Court hearing on the Disclosure Statement Motion and the proposed sale transaction with 365 Data Centers to August 24, 2022.

24. On August 22, 2022, the Debtors filed a *Notice of Hearings on Approval of the Disclosure Statement and Proposed Sale Transaction* with the U.S. Bankruptcy Court (the "**Fifth Adjournment Notice**"), a copy of which is attached hereto as **Exhibit "I"**. The Fifth Adjournment Notice, among other things, further adjourned the U.S. Bankruptcy Court hearing on the Disclosure Statement Motion and certain other relief to August 31, 2022. Through its counsel, the Foreign Representative again advised the Service List of the adjournment.

25. On August 24, 2022, the Debtors filed a *Notice of Successful Bid and Sale Hearing* with the U.S. Bankruptcy Court (the "**11:11 Sale Hearing Notice**"), a copy of which is attached hereto as **Exhibit "J"**. The 11:11 Sale Hearing Notice, among other things, discloses details related to the sale of the Debtors' CMS assets to 11:11 Systems, Inc. ("**11:11 Systems**") on the terms set out in the APA with 11:11 Systems (the "**11:11 APA**"). A copy of the 11:11 APA is attached to the 11:11 Sale Hearing Notice.

26. On August 26, 2022, the Debtors filed a *Notice of Assumed Contracts in Connection with the Sale to 365 SG Operating Company LLC* (the "**365 Assumption of Contracts Notice**"), a copy of which is attached hereto as **Exhibit "K"**. The 365 Assumption of Contracts Notice details which contracts, listed in Exhibit A of the notice, are to be assumed and assigned to 365 Data Centers upon the closing of the transactions under the 365 APA following approval by the U.S. Bankruptcy Court.

27. On August 30, 2022, the Debtors filed the *Notice of Reset Hearing on Approval of the Disclosure Statement* (the "**Sixth Adjournment Notice**"). The Sixth Adjournment Notice, among other things, further adjourned the U.S. Bankruptcy Court hearing on the Disclosure Statement Motion and certain other relief to September 7, 2022. Through its counsel, the Foreign Representative advised the Service List of the adjournment. A copy of the Sixth Adjournment Notice is attached hereto as **Exhibit "L"**.

28. As discussed in further detail below, on August 31, 2022, the U.S. Bankruptcy Court entered the 365 Sale Order. At the hearing on the 365 Sale Order, U.S. counsel to the Debtors advised that the adjournment of the Plan and Disclosure Statement hearing was necessary to revise the Plan and Disclosure Statement to permit maximum flexibility to implement a value-maximizing transaction for the Debtors, including preserving the flexibility to pursue either a reorganization or a sale of the remaining businesses.

29. On September 2, 2022, the Debtors filed a revised version of the Plan and Disclosure Statement, a copy of which is attached hereto as "**Exhibit M**". The revised version of the Plan and Disclosure Statement includes a blackline to the version of the Plan and Disclosure Statement that was attached to the June 23 Robinson Affidavit.

30. On September 7, 2022, the U.S. Bankruptcy Court granted the Disclosure Statement Order and specifically approved the notices attached thereto.

II. PLAN AND DISCLOSURE STATEMENT[5]

A. Background

31. On April 11, 2022, shortly before commencing the Chapter 11 Cases, the Debtors entered into a Restructuring Support Agreement with holders of more than 80% of the First Lien Credit Agreement Claims and holders of more than 80% of the Second Lien Credit Agreement Claims.

32. The Restructuring Support Agreement contemplated, among other things, that the Debtors would run a comprehensive sale process for a sale of all or any subset of their assets and would implement a Chapter 11 plan pursuant to which (i) any Sale Proceeds would be distributed and (ii) the Debtors would reorganize around any assets and/or business lines not sold and would distribute Reorganized Debtor Equity to Holders of Term Loan DIP Claims and, as applicable, Credit Agreement Claims on account thereof.

33. On May 11, 2022 and August 8, 2022, the Debtors entered into amendments to the Restructuring Support Agreement which, among other things, extended certain milestones for the restructuring and sale process. The milestones under the Restructuring Support Agreement as set out in the Plan as filed September 2, 2022 are as follows:

[5] Capitalized terms used in the following sections and not otherwise defined have the meaning set out in the Disclosure Statement Motion or the Plan and Disclosure Statement.

Event	**Milestone**[6]
Conditional approval of the Disclosure Statement	September 8, 2022
If the ABL DIP Facility is not projected to be repaid in full in cash on the Effective Date from proceeds of the ABL DIP Priority Collateral (as defined in the Final DIP Order), the Debtors, Required ABL DIP Lenders and Required Term Loan DIP Lenders shall have agreed on alternative treatment therefore or the Debtors shall have received a commitment for a replacement ABL facility	September 9, 2022
Entry of a Sale Order approving the sale of CMS	September 14, 2022
Execution of transition services agreements(s) between the Debtors and purchasers of Bravo and CMS	September 21, 2022
Execution of a Purchase Agreement for the sale of Pantheon[7] with a purchase price reasonably acceptable to the Required Consenting Stakeholders	September 30, 2022
Entry of the Confirmation Order	October 5, 2022
Closing of Bravo Sale Transaction	October 7, 2022
Closing of CMS Sale Transaction	
Effective Date	
Closing of Pantheon Sale Transaction	

34. The Debtors have continued their prepetition marketing process as described in the Plan and Disclosure Statement. In accordance with the Restructuring Support Agreement, on June 27, 2022, the Required Consenting Stakeholders determined that the reserve price for substantially all of the Debtors' assets, excluding the Debtors' cash on hand, was USD$200 million. On June

[6] The milestones have been and may continue to be amended from time to time in accordance with the Restructuring Support Agreement.
[7] "**Pantheon**" means the campus facility assets owned and the services provided by the Debtors' non-Debtor subsidiary in Lognes, France.

28, 2022 the Debtors filed the *Notice of Reserve Price in Connection with Sale of Debtors' Assets* disclosing the reserve price pursuant to the terms of the Bidding Procedures Order.

35. The Debtors with their advisors and in consultation with the Consultation Parties (as defined in Exhibit 1 of the Bidding Procedures Order), have evaluated all bids received in accordance with the Bidding Procedures Order. After reviewing the available options, the Debtors determined to pursue (i) a sale of Bravo to 365 Data Centers, which includes certain Workplace Recovery assets, (ii) a sale of CMS to 11:11 and (iii) a reorganization or sale of the Debtors' remaining business, Eagle.

36. While the initial version of the Plan and Disclosure Statement was filed before the results of the sale process were known, the revised Plan and Disclosure Statement attached as **Exhibit "M"** reflects the current Sale Transactions and allows flexibility for (i) the reorganization through equitization of the Term Loan DIP Facility Claims and the Allowed First Lien Credit Agreement Claims (the "**Equitization Scenario**") or (ii) the sale of the Eagle business (the "**Eagle Sale Scenario**").

B. Plan Overview

37. The following is a summary of the Plan; however, a more detailed summary of treatment, voting and expected recoveries can be found at Article V - Article VII of the Plan.[8] Based on the results to date of the sale process, the Plan has been updated to reflect that there are no longer any distributions contemplated beyond First Lien Credit Agreement Claims.

38. The Plan was developed in consultation with, among others, the Committee and the Required Consenting Stakeholders. The Information Officer was also provided with an opportunity to review and consider the Plan and to ask questions of the Debtors' advisors.

[8] The description provided herein is a summary only, and reference should be made to the Plan for complete details.

39. The Plan provides for payment in full in cash for ABL DIP Facility Claims (or another treatment acceptable to the Required ABL DIP Lenders).

40. The Plan provides for Holders of Term Loan DIP Facility Claims to receive: (a) in the Eagle Sale Scenario, the Holders' pro rata share of (i) proceeds from Sale Transactions; and (ii) any additional cash or proceeds not included in the Sale Transactions and (b) in the Equitization Scenario, the Holders' pro rata share of (i) proceeds from one or more Sale Transactions; (ii) the take back debt, if applicable; and (iii) Reorganized Debtor Equity (as set forth in the Equity Allocation Schedule)[9]. The Equity Allocation schedule will take into account, among other things, the amount of First Lien Credit Agreement Claims that were rolled-up pursuant to the Final DIP Order. Pursuant to the "Roll-Up Recharacterization" provisions of the Final DIP Order, certain Term Loan DIP Facility Claims may be recharacterized as prepetition First Lien Credit Agreement Claims to the extent that they are ultimately determined to have exceeded the value realizable by the Term Loan DIP Lenders under the Plan.

41. Second Lien Credit Agreement Claims and Non-Extending Second Lien Credit Agreement Claims will be canceled, released, discharged, and extinguished as of the Effective Date, and will be of no further force or effect, and Holders of Second Lien Credit Agreement Claims and Non-Extending Second Lien Credit Agreement Claims will not receive any distribution on account of such claims. Pursuant to the "Roll-Up Recharacterization" provision of the Final DIP Order, the full amount of the Tranche C Term Loan DIP Facility Claims will be deemed to be "un-rolled" and restored as prepetition Second Lien Credit Agreement Claims.

42. With respect to unsecured creditors, the Plan incorporates the terms of the Global Settlement that was negotiated by the Debtors, the Committee, and the Required Consenting

[9] "**Equity Allocation Schedule**" means a schedule to be filed with the Plan Supplement setting forth the allocation of Reorganized Debtor Equity to be distributed to the First Lien Credit Agreement Lenders and the Term Loan DIP Lenders, which schedule shall be subject to the RSA Definitive Document Requirements.

Stakeholders. Under the Global Settlement, those parties agreed that no General Unsecured Creditor would receive a distribution in excess of the recovery for holders of Tranche C Term Loan DIP Facility Claims (the junior most tranche of the Term Loan DIP Facility). Despite an extensive court-approved marketing process, the sale process did not produce bids at a value in excess of the two senior most tranches of the Term Loan DIP Facility, *i.e.* the Tranche A Term Loan DIP Facility Claims and the Tranche B Term Loan DIP Facility Claims. Therefore, Tranche C Term Loan DIP Facility Claims are not receiving any recovery and accordingly, General Unsecured Creditors are not entitled to any recovery under the Global Settlement. The Plan continues to satisfy the commitments made to the Committee under the Global Settlement (including payment of stub rent amounts for the period between April 11, 2022 and April 30, 2022, payment of certain claims of suppliers who delivered goods immediately before the filing, and the exclusion of avoidance actions from any sale transaction).

C. Creditor Classes

43. There are ten Classes of Claims and Interests under the amended version of the Plan, as summarized in the table below.[10]

44. Where a Class is unimpaired, I understand that it is presumed to accept the Plan and is therefore not eligible to vote and will not be solicited to vote. Unimpaired Claims will be paid in full, in cash, except to the extent the holders of such claims agree to less favourable treatment. Similarly, where a Class will receive no distribution, the Class is not entitled to vote and assumed to reject the Plan. Because the Plan has been proposed as a separate Plan for each Debtor, where there are no Claims or Interests in a Class at a particular Debtor, the vacant Classes will be eliminated for voting purposes.

[10] A full description of the treatment of each class of creditors is set out in Article VII of the Plan. Because there will no longer be a distribution to any claims of the secured lenders, the Class of secured lender deficiency claims was removed from the original Plan and does not exist in the revised Plan.

Class	Claims or Interests	Class Description[11]	Status	Voting Rights	Estimated Recoveries for Allowed Claims and Interests
1	Other Secured Claims	Any secured claim other than under the ABL Facility, First Lien Credit Agreement, Second Lien Credit Agreement or DIP Facilities	Unimpaired	Presumed to Accept	100%
2	Other Priority Claims	Any Claim other than an Administrative Claim or Priority Tax Claim entitled to a priority right of payment under section 507(a) of the Bankruptcy Code	Unimpaired	Presumed to Accept	100%
3	First Lien Credit Agreement Claims	Any Claim arising under or secured by the First Lien Credit Agreement	Impaired	Entitled to Vote	TBD
4	Second Lien Credit Agreement Claims	Any Claim arising under or secured by the Second Lien Credit Agreement	Impaired	Deemed to Reject	0%
5	Non-Extending Second Lien Credit Agreement Claims	Any Claim arising under or secured by the Non-Extending Second Lien Credit Agreement	Impaired	Deemed to Reject	0%
6	General Unsecured Claims	Any prepetition, general unsecured claim, except for any deficiency claim arising from the First Lien Credit Agreement Claims or Second Lien Credit Agreement Claims	Impaired	Deemed to Reject	0%
7	Section 510(b) Claims	Any Claim arising from recission of a purchase or sale of a Security of the Debtor or its affiliates, for damages arising from the purchase or sale of such a Security or for reimbursement or contribution	Impaired	Deemed to Reject	0%

[11] The descriptions in this chart are for summary purposes only. For complete descriptions, please refer to the Plan.

		allowed under section 502 of the Bankruptcy Code, except claims subject to subordination under section 510(b) of the Bankruptcy Code arising from or related to an Interest			
8	Intercompany Claims	Any Claim held by a Debtor against another Debtor or an Affiliate of a Debtor or any Claim held by an Affiliate of a Debtor against a Debtor	Unimpaired/ Impaired	Presumed to Accept/ Deemed to Reject	100%/0%
9	Intercompany Interests	Interests in a Debtor other than Interests in Sungard AS	Unimpaired/ Impaired	Presumed to Accept/ Deemed to Reject	100%/0%
10	Existing Equity Interests	Equity Interests in Sungard AS	Impaired	Deemed to Reject	0%

45. Administrative Claims, DIP Facility Claims, Professional Fee Claims, and Priority Tax Claims have not been classified and will be paid in full under the Plan, except as otherwise agreed to by the holder of such Claims (as in the case of the Term Loan DIP Lenders). Holders of these unclassified Claims are not entitled to vote on the Plan and will not be solicited to vote on the Plan.

46. The only Class entitled to vote is Class 3 (First Lien Credit Agreement Claims). The estimated recovery for Class 3 will be provided by the Debtors pursuant to the Equity Allocation Schedule and filed with the U.S. Bankruptcy Court no later than seven (7) days in advance of the Voting Deadline (concurrently or as part of the Plan Supplement).

D. Releases

47. The Plan contains broad releases of the Debtors, their directors and officers, and certain other third parties. The release provisions are detailed in the Plan and Disclosure Statement and referenced in the solicitation materials (described below). Importantly, the Plan provides that voting and non-voting parties may opt-out of the release by checking a box on the form distributed

by the Debtors. I understand that the U.S. Bankruptcy Court will consider the release provisions in connection with the Combined Hearing. The Disclosure Statement Order contains procedures for notice to creditors on the process for opting out of the third-party releases.

E. The Plan and its Impact on Canadian Creditors

48. The Plan does not differentiate between US-based and Canadian-based creditors. While substantially all of the Debtors' secured debt is secured against the assets in Canada, the Global Settlement negotiated by the Committee applies equally to Canadian-based unsecured creditors.

49. It is a condition precedent to the Effective Date of the Plan that this Court (a) enter an order recognizing the order of the U.S. Bankruptcy Court confirming the Plan and giving such order full force and effect in Canada and (b) with respect to the Sale Transactions involving Canadian assets, enter an order recognizing and giving full force and effect to the order of the U.S. Bankruptcy Court approving the applicable Sale Transaction.

III. RECOGNITION OF THE DISCLOSURE STATEMENT ORDER

50. The Disclosure Statement Order contains the following relief:

(a) *Disclosure Statement.* Conditional approval of the adequacy of the information provided in the Plan and Disclosure Statement;

(b) *Combined Hearing Notice*. Approval of the Combined Hearing Notice in respect of the combined hearing on the adequacy of the Disclosure Statement and Confirmation of the Plan (the "**Combined Hearing**");

(c) *Solicitation Procedures*. Approval of the procedures for providing notice and soliciting votes to accept or reject the Plan;

(d) *Solicitation Packages*. A finding that the packages to be sent to the Holders of Claims entitled to vote on the Plan are in compliance with Bankruptcy Rules governing notice procedures;

(e) *Ballots*. Approval of the forms of Ballots voting to accept or reject the Plan;

(f) *Other Notices*. Approval of the forms of (i) presumed to accept notice, (ii) presumed to reject notice, and (iii) assumption notice applicable to counterparties to Executory Contracts and Unexpired Leases; and

(g) *Confirmation Dates*. Establishing the dates and deadlines with respect to the Plan Confirmation Schedule, subject to modification as necessary (the "**Plan Confirmation Schedule**"), as set out below:

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

A. Disclosure Statement

51. The Debtors believe that the Disclosure Statement contains adequate information in sufficient detail to permit voting creditors to make an informed decision about the Plan, including information regarding (a) the Debtors' corporate history, business operations and prepetition capital structure, (b) events leading to the commencement of the Chapter 11 Cases, (c) material events in the Chapter 11 Cases and (d) the structure and terms of the Plan and distribution procedures.

52. At the hearing on September 7, 2022 before the U.S. Bankruptcy Court, the Debtors sought only conditional approval of the Plan and Disclosure Statement; the U.S. Bankruptcy Court

granted the conditional approval and will have a further opportunity to review the proposed disclosures at the Combined Hearing.

B. Notice of the Combined Hearing

53. I understand that the Bankruptcy Code provides express authorization for the U.S. Bankruptcy Court to combine the hearing on approval of a disclosure statement and confirmation of a plan in circumstances where the court is of the view that it is appropriate to ensure efficiency. In the circumstances, an expeditious confirmation process and a single hearing on the Plan and Disclosure Statement are appropriate to reduce costs for the Debtors and maximize distributions available for creditors.

54. The Debtors' process for notice of the Combined Hearing to consider the adequacy of the Disclosure Statement and Confirmation of the Plan includes serving copies of the Combined Hearing Notice to all parties required to be notified under the applicable local rules, including (a) the Committee, (b) parties who filed proofs of claim in the Chapter 11 Cases, (c) all holders of Existing Equity Interests in the Debtors, (d) the U.S. Trustee, and (e) the Securities and Exchange Commission. The Debtors have added the parties on the Service List to the above notice list to ensure that all parties have sufficient notice of the Chapter 11 Cases.

55. The Debtors also intend to publish the Combined Hearing Notice as soon as reasonably practicable in the national edition of *The New York Times* and any such other local publication the Debtors deem appropriate to provide notice to any unknown creditors of the Debtors.

56. In addition, copies of the Combined Hearing Notice and the Plan and Disclosure Statement will be available on the Debtors' claims and noticing agent's website at https://cases.ra.kroll.com/sungardas/.

57. I am advised by Natalie Levine of Cassels Brock & Blackwell LLP, Canadian counsel to the Foreign Representative, that the notice procedures employed by the Debtors are similar to noticing procedures commonly employed in Canada.

C. Solicitation Procedures

58. I believe that the solicitation procedures will allow the Debtors to effectively solicit votes to accept or reject the Plan. In addition, the solicitation procedures provide all Holders of Claims with adequate notice of the solicitation process and the relevant dates set forth in the Plan Confirmation Schedule.

59. The solicitation procedures are outlined in Exhibit 2 of the Disclosure Statement Order and summarized here:

(a) Voting Record Date: September 6, 2022;

(b) Voting Deadline: September 26, 2022;

(c) Solicitation Packages: Solicitation packages are to be distributed to Holders of First Lien Credit Agreement Claims and other interested parties. The solicitation procedures provide that the Plan and Disclosure Statement and the Disclosure Statement Order may be provided by providing a link to the Debtors' case website, but that all other materials will be provided in paper copy. The solicitation package consists of:

(i) a copy of the Plan and Disclosure Statement, as conditionally approved by the Court;

(ii) the Disclosure Statement Order (without exhibits);

(iii) the solicitation procedures;

(iv) the Combined Hearing Notice;

(v) the form of ballot for the voting class with a return envelope for completed ballots; and

(vi) any supplemental materials the Debtors may file with the U.S. Bankruptcy Court or that the U.S. Bankruptcy Court orders to be made available.

60. The Debtors do not intend to serve the Plan Supplement (which will contain additional information about the Plan) on all parties in interest, but the Plan Supplement will be filed with the

U.S. Bankruptcy Court no later than seven days in advance of the Voting Deadline and will be available both on the Solicitation Agent's website and upon request. It is also anticipated that the Foreign Representative will request the Information Officer post a copy of the Plan Supplement on the Information Officer's website.

61. As set out in the Disclosure Statement Order, holders of Claims in Unimpaired Classes and Classes deemed to reject will receive notice of their non-voting status in accordance with the requirements of the Bankruptcy Code.

62. Although the prior version of the solicitation procedures set out a process for allowance of claims for voting purposes only, because the only class voting will be First Lien Credit Agreement Claims and such amounts will be established by the records of the applicable administrative agent, no process for temporary allowance is required at this time.

63. The Debtors are requesting that the Solicitation Agent be authorized to accept ballots through the Solicitation Agent's electronic portal, first class mail, or hand delivery. Ballots may not be returned by email, fax or other electronic means.

D. Assumption Notices

64. Article IX of the Plan and Disclosure Statement provides that on the Effective Date, except as otherwise provided in the Plan, each Executory Contract and Unexpired Lease not previously rejected, assumed, or assumed and assigned, shall be deemed to be rejected without the need for any further notice to or action, order or approval of the U.S. Bankruptcy Court, as of the Effective Date, unless such Executory Contract or Unexpired Lease (a) was previously assumed, assumed and assigned, or rejected (including in connection with any Sale Transaction); (b) was previously expired or terminated pursuant to its own terms; (c) is the subject of a motion to assume or assume and assign filed on or before the Confirmation Date; (d) in the Equitization Scenario, is a Customer Agreement, in which case such Customer Agreement shall be assumed by the

Reorganized Debtors pursuant to the Plan to the extent such Customer Agreement was not previously assumed, assumed and assigned, or rejected (including in connection with the Sale Transactions), and does not relate solely to Customer Agreements that have only Bravo or CMS revenue; or (e) is designated specifically, or by category, as an Executory Contract or Unexpired Lease on the Schedule of Assumed Contracts and Unexpired Leases, as applicable.

65. Pursuant to the Bidding Procedures Order, on June 3, 2022, the Debtors filed and served the Assumption and Assignment Notice to notify all counterparties to Executory Contracts and Unexpired Leases that their contracts may be assumed in connection with a Sale Transaction. On June 14, 2022, the Debtors filed a supplemental Assumption and Assignment Notice, providing additional information regarding the Debtor's proposed cure amounts to cure all monetary defaults under the Executory Contracts or Unexpired Leases (the "**Cure Costs**"). The Assumption and Assignment Notice set forth the Cure Costs, if any, that the Debtors believed were required to be paid to the applicable counterparty to cure any monetary defaults under each contract pursuant to the Bankruptcy Code section 365. Any counterparty was permitted to object to the proposed assumption, assignment, or Cure Costs by filing an objection consistent with the procedures set forth in the Assumption and Assignment Notice.

66. Pursuant to the Bidding Procedures Order, if a counterparty failed to timely file an objection with the Court, (a) the counterparty shall be deemed to have consented to the applicable Cure Costs set forth in the Assumption and Assignment Notice and forever shall be barred from asserting any objection with regard to such Cure Costs or any other claims related to the applicable contract, and (b) the applicable Cure Costs set forth in the Assumption and Assignment Notice shall be controlling and will be the only amount necessary to cure outstanding defaults under the applicable contracts, notwithstanding anything to the contrary in any such contract, or any other document.

67. June 21, 2022 was the deadline for counterparties whose claims were determined pursuant to the Bidding Procedures Order (including by failure of an applicable counterparty to timely object to a proposed Cure Cost provided in the Assumption and Assignment Notice, pursuant to the Bidding Procedures Order) to object to an Executory Contract or Unexpired Lease to a proposed assumption and assignment. As of the date of this affidavit, approximately 45 formal objections to the Assumption and Assignment Notice have been received in addition to informal requests for revision to the Assumption and Assignment Notice.

68. The Debtors intend to file a list of contracts to be assumed as part of the Plan Supplement. The list will identify the applicable Cure Costs in respect of each contract. To the extent that the Cure Costs are the same as listed on the prior schedules pursuant to the Bidding Procedures Order, the counterparties shall not have a further opportunity to object.

IV. RECOGNITION OF THE 365 SALE ORDER

69. The Sale Transaction to 365 Data Centers is a key component of the Debtors' ability to emerge from these insolvency proceedings. As set out above, the proceeds of the transaction will fund a portion of the Plan distributions.

70. In accordance with the Bidding Procedures Order, the Debtors determined that the bid submitted by 365 Data Centers, and memorialized in the 365 APA, constitutes the highest and best offer for assets described in the 365 APA. As set out in the 365 APA, the purchase price is $52.5 million in cash, plus the assumption of certain Cure Costs, subject to adjustments. The purchased assets are the assets associated with the Bravo business (being the colocation & network services business noted above) and certain Workplace Recovery assets as further described in the 365 APA. The assets are primarily associated with eight data centers located in the United States. The sale includes the assumption and assignment of certain executory contracts (including customer contracts) and unexpired leases, free and clear of all liens, claims

and encumbrances (other than the assumed liabilities and permitted liens as described in the 365 APA).

71. Pursuant to the 365 APA and consistent with the Bidding Procedures Order, the Debtors filed a list of contracts to be assumed and assigned on August 26, 2022. In finalizing the list of contracts to be assumed and assets to be transferred, the Debtors discovered that three of the customer contracts to be assigned are contracts with Sungard AS Canada. Although the customer's primary services are provided in the United States, due to the history of the customer relationships, Sungard AS Canada is the contracting party and certain limited services have been provided to these customers in Canada, as well as currently in the U.S. Similarly, the final list of assets to be transferred includes some network assets in Canada such as routers, network switches and cards, given that 365 Data Centers will be providing network services in both Canada and the U.S.

72. Notice to counterparties to the Sungard AS Canada contracts was provided pursuant to the Bidding Procedures Order. The customers received email or overnight notice of the list of contracts to be assumed and assigned to 365 Data Centers and have not objected to the transfer.

73. Pursuant to the 365 APA, 365 Data Centers, the Debtors, and parties that may acquire the CMS or the Eagle businesses (being the cloud & managed services and recovery businesses respectively as described above) shall enter into transition services agreements (the "**365 Transition Services Agreement**") on October 7, 2022 (the "**365 Closing Date**"), whereby the foregoing parties will provide certain services for a transition period following the 365 Closing Date. The limited Canadian services to be provided to the customers will be addressed in the 365 Transition Services Agreement and, if applicable, a subsequent, longer term managed services agreement.

74. Because the 365 Sale Order addresses limited customer contracts and assets of Sungard AS Canada, the Foreign Representative is seeking recognition by this Court of the 365 Sale Order as contemplated by the terms thereof.

V. RECOGNITION OF THE 11:11 SALE ORDER

75. The Debtors have also accepted an offer for the purchase of the assets associated with the CMS business. The Debtors have determined that the sale on the terms set out in the 11:11 APA was the best and highest offer, taking into account, among other things: (i) the assumption of liabilities associated with the contracts to be assigned to 11:11 Systems; and (ii) the need to provide continued services to customers in order to maintain the value of the Debtors' other business units.

76. The 11:11 APA includes the assumption and assignment of certain contracts. Pursuant to the Bidding Procedures Order and the 11:11 APA, a notice attaching the list of contracts to be assumed and assigned was filed on September 7, 2022 (the **"11:11 Notice**"). The 11:11 Notice also reset the hearing from September 13, 2022 to September 14, 2022. A copy of the 11:11 Notice is attached hereto as **Exhibit "N"**.

77. The 11:11 Purchased Assets in Canada (the "**11:11 Canadian Purchased Assets**") include certain limited contracts with Sungard AS Canada, as well as certain limited network and internet, and information technology systems-related equipment. In addition, the 11:11 APA provides for the transfer of Canadian-registered intellectual property owned by Sungard Availability Services, LP specifically including one Canadian patent.

78. Sufficient notice to Canadian contract counterparties has been provided pursuant to the Bidding Procedures Order. The customers received email or overnight notice of the list of contracts to be assumed and assigned to 11:11 Systems.

79. The patent to be transferred to 11:11 Systems is owned by Sungard Availability Services, LP, which is a "Guarantor Debtor" under the terms of the Supplemental Order. I understand that although the Supplemental Order does not restrict the ability of Sungard Availability Services, LP to transfer the patent, and the charges granted in the Supplemental Order extend to the property of the Guarantor Debtors, including Sungard Availability Services, LP. Relief is therefore necessary from this court to ensure that the patent can be transferred free and clear.

80. The hearing on the 11:11 Sale Order is scheduled for September 14, 2022. In the event that there are objections or modifications to the proposed relief, I understand that the Foreign Representative or the Information Officer intend to advise this Court accordingly.

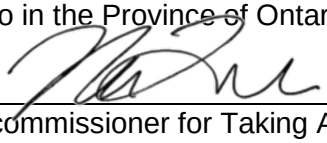
VI. CONCLUSION

81. The Sale Transactions and solicitation of votes on the Plan and Disclosure Statement are crucial steps in the progress of this restructuring.

82. I believe the relief sought on this motion is in the best interests of the Debtors and Sungard AS Canada and is a critical element in the Debtors and Sungard AS Canada being able to

maximize value for the benefit of their estates and successfully emerge from insolvency proceedings.

SWORN BEFORE ME by video conference on this 9th day of September, 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: Natalie E. Levine
LSO# 64908K

Michael K. Robinson

This is Exhibit **"A"** referred to in the Affidavit of Michael K. Robinson sworn before me on September 9, 2022 by videoconference in accordance with O. Reg 431/20.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Natalie E. Levine
LSO# 64908K

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 258**

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

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

[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.

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

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

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

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

The Combined Hearing Notice and Related Matters

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

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

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

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

Approval of the Solicitation Procedures and Ballot

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

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

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

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

[3] "Voting Class" means Class 3 (First Lien Credit Agreement Claims).

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

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

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

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

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

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

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

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

Approval of Certain Notices

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed: September 07, 2022.

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Combined Hearing Notice

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

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

Court Approval of the Disclosure Statement and the Solicitation Procedures

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

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[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 shall have the meanings set forth in the Plan and Disclosure Statement or the Disclosure Statement Order, as applicable.

Solicitation Package

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

Voting Record Date

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

Voting Deadline

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

Objections to Plan Confirmation and Final Approval of the Disclosure Statement

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

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

Combined Hearing

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

Assumption Notices and Plan Supplement

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

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

Inquiries

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: [●], 2022
Houston, Texas

/s/*DRAFT*

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Exhibit 2

Solicitation Procedures

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

SOLICITATION PROCEDURES

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

I. The Voting Record Date.

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

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[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 not otherwise defined herein shall have the meaning given to them in the Plan and Disclosure Statement or Disclosure Statement Order, as applicable.

II. The Voting Deadline.

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

III. Form, Content and Manner of Notices.

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

a. the Plan and Disclosure Statement, as conditionally approved by the Court (with all exhibits thereto);

b. the Disclosure Statement Order (without exhibits, except the Solicitation Procedures annexed as Exhibit 2 to the Disclosure Statement Order);

c. these Solicitation Procedures;

d. the Combined Hearing Notice;[3]

e. the form of Ballot for the Voting Class in which such Holder holds a Claim, in substantially the form of the Ballot annexed as Exhibit 3, to the Disclosure Statement Order;

f. a pre-addressed, postage pre-paid reply envelope; and

g. any supplemental documents that the Debtors may file with the Court or that the Court orders to be made available.

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

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

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

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

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

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

IV. Voting and General Tabulation Procedures.

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

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

a. Except as otherwise provided in the Solicitation Procedures, unless the Ballot being furnished is actually received by the Solicitation Agent on or prior to the Voting Deadline (as the same may be extended by the Debtors), the Debtors, in their sole discretion, shall be entitled to reject such Ballot as invalid and not count it in connection with Confirmation of the Plan;

b. The Debtors will file with the Court by no later than **September 30, 2022** a voting report (the "Voting Report") that shall, among other things, delineate every Ballot that does not conform to the voting instructions or that contains any form of irregularity including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or lacking necessary information, received via facsimile or electronic mail or damaged (collectively, in each case, the "Irregular Ballots"). The Voting Report shall indicate the Debtors' intentions with regard to each Irregular Ballot;

c. The method of delivery of Ballots to be sent to the Solicitation Agent is at the election and risk of each Holder. Except as otherwise provided, a Ballot will be deemed delivered only when the Solicitation Agent actually receives the properly executed Ballot;

d. An executed Ballot must be submitted by the Entity that has executed such Ballot. Subject to the other procedures and requirements herein, completed, executed Ballots may be submitted via the online "E-Balloting" portal maintained by the Solicitation Agent;

e. Ballots should not be submitted by electronic mail or facsimile—any Ballots submitted by electronic mail or facsimile will not be valid;

f. No Ballot should be sent to the Debtors, the Debtors' agents (other than the Solicitation Agent) or the Debtors' financial or legal advisors, and if so sent will not be counted; *provided, however*, for the avoidance of doubt, any such Ballots shall be counted if delivered properly and timely to the Solicitation Agent;

g. If multiple Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the last properly executed Ballot received will be counted and all prior received Ballots will be disregarded;

h. Holders must vote all of their Claims within the Voting Class either to accept or reject the Plan and may not split any votes. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, to the extent there are multiple Claims held by the same Holder within the same Class, the applicable Debtor may, in its discretion, seek to aggregate the Claims of any particular Holder within a Class for the purpose of counting votes. The Debtors shall identify any such aggregation of multiple Claims in the Voting Report, and any party in interest may contest such aggregation at the

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

i. A Holder of a Claim that may be asserted against multiple Debtors must vote all such Claims in the same way (i.e. either all to accept the Plan at each Debtor against whom they have Claims or all to reject the Plan at each Debtor against whom they have Claims and may not vote any such Claim to accept at one Debtor and reject at another Debtor). Accordingly, a Ballot that rejects the Plan for a Claim at one Debtor and accepts the Plan for the same Claim at another Debtor will not be counted;

j. A person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity of a Holder of Claims must indicate such capacity when signing;

k. The Debtors, unless subject to a contrary order of the Court, may waive any defects or irregularities as to any particular Irregular Ballot at any time, either before or after the close of voting, and any such waivers will be documented in the Voting Report;

l. Neither the Debtors, nor any other Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report, nor will any of them incur any liability for failure to provide such notification;

m. Unless waived or as ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted. For the avoidance of doubt, the Solicitation Agent is not required to contact parties to cure any defects or irregularities for submitted Ballots;

n. In the event a designation of lack of good faith is requested by a party in interest under Bankruptcy Code section 1126(e), the Court will determine whether any vote to accept and/or reject the Plan cast with respect to that Claim will be counted for purposes of determining whether the Plan has been accepted and/or rejected;

o. Subject to any order of the Court, the Debtors reserve the right to reject any and all Ballots not in proper form, the acceptance of which, in the opinion of the Debtors, would not be in accordance with the provisions of the Bankruptcy Code or the Bankruptcy Rules; *provided* that any such rejections will be documented in the Voting Report;

p. If an objection to a Claim is filed, such Claim shall be treated in accordance with the procedures set forth herein;

q. The following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit identification of the Holder of such Claim; (ii) any Ballot cast by an Entity that does not hold a Claim in the Voting Class; (iii) any Ballot cast for a Claim scheduled as unliquidated, contingent or disputed for which no Proof of Claim was timely filed by the Voting Record Date (unless the applicable bar date has not yet passed, in which case such Claim shall be entitled to vote in the amount of $1.00); (iv) any unsigned Ballot or Ballot lacking an original signature (for the avoidance of doubt, Ballots submitted through the online "E-Balloting" portal shall be deemed to include an original signature); (v) any Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan; and (vi) any Ballot submitted by an Entity not entitled to vote pursuant to the procedures described herein;

r. After the Voting Deadline and subject to the requirements of Bankruptcy Rule 3018(a), no Ballot may be withdrawn or modified without the prior written consent of the Debtors and order of the Court;

s. Where any portion of a single Claim has been transferred to a transferee, all Holders of any portion of such single Claim will be (i) treated as a single creditor for purposes of the numerosity requirements in Bankruptcy Code section 1126(c) (and for the other voting and solicitation procedures set forth herein), and (ii) required to vote every portion of such Claim collectively to accept or reject the Plan. In the event that (x) a Ballot, (y) a group of Ballots within the Voting Class received from a single creditor or (z) a group of Ballots received from the various Holders of multiple portions of a single Claim partially reject and partially accept the Plan, such Ballots shall not be counted; and

t. For purposes of the numerosity requirement of Bankruptcy Code section 1126(c), separate Claims held by a single creditor in the Voting Class may be aggregated and treated as if such creditor held one Claim in such Class, in which case all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided*, *however*, that if separate affiliated Entities, including any funds or accounts that are advised or managed by the same Entity or by affiliated Entities, hold Claims in the Voting Class, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated Entity or managed fund or account will be counted separately as a vote to accept or reject the Plan.

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

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

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

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

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

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

Exhibit 3

Form of Ballot for Class 3 First Lien Credit Agreement Claims

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

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

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

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

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

[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 shall have the meanings ascribed to them in the Plan and Disclosure Statement or Disclosure Statement Order, as applicable.

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

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

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

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

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

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

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

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

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

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

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

OR

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

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

Unique E-Ballot ID#:_____

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

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

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

Item 1. Amount of Claim.

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

$_____
Debtor_____

Item 2. Vote on Plan.

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

☐ **ACCEPT** (vote FOR) the Plan	☐ **REJECT** (vote AGAINST) the Plan

[3] The amount of your First Lien Credit Agreement Claim for purposes of treatment under the Plan is subject to change based upon subsequent funding under the Term Loan DIP Facility and the Roll-Up Recharacterization provision of the Final DIP Order.

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

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

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

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

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

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

☐ **OPT OUT of the Third Party Release**

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

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

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

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

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

* * *

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

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

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

Item 5. Certifications.

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

(a) as of the Voting Record Date, either: (i) the Entity is the Holder of the First Lien Credit Agreement Claims being voted; or (ii) the Entity is an authorized signatory for an Entity that is a Holder of the First Lien Credit Agreement Claims being voted;

(b) the Entity (or in the case of an authorized signatory, the Holder) has received the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

(c) the Entity has cast the same vote with respect to all of its First Lien Credit Agreement Claims; and

(d) no other Ballots with respect to the amount of the First Lien Credit Agreement Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such First Lien Credit Agreement Claims, then any such earlier Ballots are hereby revoked.

Name of Holder: _____
(Print or Type)

Signature: _____

Name of Signatory: _____
(If other than the Holder)

Title: _____

Address: _____

_____

_____

Telephone Number: _____

Email: _____

Date Completed: _____

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

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of Holders of Claims or Interests with respect to the Plan. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by Bankruptcy Code section 1129(a). Please review the Plan and Disclosure Statement for more information.

3. To ensure that your Ballot is counted, you ***must*** complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**

4. **Use of Ballot**. To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.

5. Your Class 3 Ballot ***must*** be returned to the Solicitation Agent so as to be ***actually received*** by the Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is September 26, 2022, at 4:00 p.m., prevailing Central Time.**

6. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Ballots will *not* be counted:**

   (a) any Ballot that partially rejects and partially accepts the Plan;

   (b) Ballots sent to the Debtors, the Debtors' agents (other than the Solicitation Agent), any agent, indenture trustee or the Debtors' financial or legal advisors;

   (c) Ballots sent by electronic mail or facsimile;

   (d) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;

   (e) any Ballot submitted by a Holder not entitled to vote pursuant to the Plan;

   (f) any unsigned Ballot (for the avoidance of doubt, Ballots validly submitted through the E-Ballot Portal will be deemed signed); and/or

(g) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan.

7. The method of delivery of Ballots to the Solicitation Agent is at the election and risk of each Holder of a First Lien Credit Agreement Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Solicitation Agent ***actually receives*** the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.

8. If multiple Ballots are received from the same Holder of a Class 3 Claim with respect to the same Class 3 First Lien Credit Agreement Claim prior to the Voting Deadline, the latest, timely received and properly completed Ballot will supersede and revoke any earlier received Ballots.

9. You must vote all of your First Lien Credit Agreement Claims within Class 3 either to accept or reject the Plan and may ***not*** split your vote.

10. This Ballot does ***not*** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

11. **Please be sure to sign and date your Ballot**. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the ballot.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

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

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

OR BY EMAILING SGASINFO@RA.KROLL.COM

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

Exhibit 4

Presumed to Accept Notice

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

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

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

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

[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 shall have the meanings ascribed to them in the Plan and Disclosure Statement or the Disclosure Statement Order, as applicable.

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

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

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

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

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

Dated: [●], 2022
Houston, Texas

/s/*DRAFT*

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Third Party Release Opt-Out Form

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

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

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

☐ **OPT OUT of the Third Party Release**

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

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

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

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

* * *

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

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

Name of Holder _____

Signature _____

Title (if applicable) _____

Name of Institution _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

Email Address _____

Date Completed _____

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

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

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

OR

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

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

Unique E-Ballot ID#: _____

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

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

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

Exhibit 5

Presumed to Reject Notice

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

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

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

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

[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 shall have the meanings ascribed to them in the Plan and Disclosure Statement or the Disclosure Statement Order, as applicable.

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

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

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

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

Dated: [●], 2022
Houston, Texas

/s/*DRAFT*

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Third Party Release Opt-Out Form

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

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☐ **OPT OUT of the Third Party Release**

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

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

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

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

* * *

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

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

Name of Holder _____

Signature _____

Title (if applicable) _____

Name of Institution _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

Email Address _____

Date Completed _____

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

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

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

OR

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

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

Unique E-Ballot ID#: _____

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

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

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

Exhibit 6

Form of Notice of Assumption of Executory Contracts and Unexpired Leases

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

NOTICE OF (A) EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED BY THE DEBTORS PURSUANT TO THE PLAN, (B) CURE AMOUNTS, IF ANY, AND (C) RELATED PROCEDURES IN CONNECTION THEREWITH

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

PLEASE TAKE FURTHER NOTICE THAT the Debtors filed the *Schedule of Assumed Executory Contracts and Unexpired Leases* [Docket No. [●]] (the "Assumption Schedule") with the Court on [●], 2022, as contemplated under the Plan, which Assumption Schedule sets forth 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] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan and Disclosure Statement or the Disclosure Statement Order, as applicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: [●], 2022
Houston, Texas

/s/*DRAFT*

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-and-

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Co-Counsel to the Debtors and Debtors in Possession

Schedule 1

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

Name of Debtor	Name of Counterparty	Description of Executory Contract or Unexpired Lease	Cure Amount

This is Exhibit **"B"** referred to in the Affidavit of Michael K. Robinson sworn before me on September 9, 2022 by videoconference in accordance with O. Reg 431/20.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Natalie E. Levine
LSO# 64908K

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket Nos. 135, 219, 310, 538, 591**

ORDER (I) APPROVING THE SALE OF DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES; (II) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION THEREWITH; AND (III) GRANTING RELATED RELIEF

This Court having considered the *Debtors' Emergency Motion for Entry 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 of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 135] (the "Motion"),[2] filed by the above-captioned debtors and debtors in possession (the "Debtors") for entry of an order (this "Sale Order"), pursuant to sections 105(a), 363, 365 and 503 of title 11 of the United States Code

[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 not otherwise defined herein have the meanings given to them in the Motion or the Asset Purchase Agreement (as defined below), as applicable.

(the "Bankruptcy Code") and Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"); and upon the *Declaration of Michael K. Robinson in Support of First Day Pleadings* [Docket No. 7] (the "First Day Declaration"); and upon 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 of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 219] (the "Bidding Procedures Order"); and 365 SG Operating Company LLC, a Delaware limited liability company (the "Buyer") having submitted the highest or otherwise best bid for the Purchased Assets as reflected in that certain Asset Purchase Agreement dated July 28, 2022 (as amended, supplemented or modified from time to time prior to entry of this Sale Order, the "Asset Purchase Agreement") between the Sellers and the Buyer, which Asset Purchase Agreement is attached hereto as **Exhibit 1** and which, for purposes of this Sale Order, shall include all exhibits, schedules and ancillary documents contemplated therein or related thereto (all such documents, including the Asset Purchase Agreement, the "Transaction Documents"); and the Sale Hearing having been held on August 31, 2022 at 10:00 a.m. (prevailing Central Time) to consider the remaining relief requested in the Motion in respect of the Purchased Assets and approval of the Asset Purchase Agreement; and appearances of all interested parties having been noted on the record of the Sale Hearing; and upon all of the proceedings had before this Court, including the testimony and other evidence proffered or adduced at the Sale Hearing; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that the relief requested in the Motion in respect of the Purchased Assets is in the best interests of the Debtors,

their estates, their creditors and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given under the circumstances and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

A. Jurisdiction and Venue. This Court has jurisdiction to consider the Motion under 28 U.S.C. § 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these chapter 11 cases and this Motion is proper in this district under 28 U.S.C. §§ 1408 and 1409.

B. Final Order. This Sale Order constitutes a final order within the meaning of 28 U.S.C. §158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Federal Rules of Civil Procedure 54(b), as made applicable by Bankruptcy Rule 7054, this Court finds that there is no just reason for delay in the implementation of this Sale Order and directs entry of judgment as set forth herein.

C. Property of the Estate. The Purchased Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of Bankruptcy Code section 541(a).

D. Statutory Predicates. The statutory predicates for the approval of the Asset Purchase Agreement and the related sale and other transactions contemplated therein (the "365 Sale Transaction") contemplated thereby are Bankruptcy Code sections 105, 363 and 365, Bankruptcy Rules 2002, 6004 and 9014 and Rule 6004-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "Bankruptcy Local Rules").

[3] The findings of fact and the conclusions of law stated herein shall 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 any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

E. Petition Date. On April 11, 2022 (the "Petition Date"), each of the Debtors commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued to operate their businesses and manage their properties as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108. 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.

F. Committee. On April 25, 2022, the United States Trustee for the Southern District of Texas appointed the Official Committee of Unsecured Creditors of Sungard AS New Holdings, LLC, *et al.* (the "Committee").

G. Bidding Procedures Order. On May 11, 2022, this Court entered the Bidding Procedures Order. No appeal, motion to reconsider or similar pleading has been filed with respect to the Bidding Procedures Order, and the Bidding Procedures Order is a final order of the Court. The Bidding Procedures Order has not been vacated, withdrawn, rescinded or amended and remains in full force and effect. On May 16, 2022, the Canadian Court granted an order recognizing and granting full force effect to the Bidding Procedures Order in Canada.

H. Compliance with Bidding Procedures Order. As demonstrated by the testimony and other evidence proffered or adduced at the Sale Hearing and the representations of counsel made on the record at the Sale Hearing, the Debtors have marketed the Purchased Assets and

conducted the sale process in compliance with the Bidding Procedures Order. The Debtors and their professionals have afforded potential purchasers a full and fair opportunity to make higher and better offers for the Purchased Assets. Buyer has acted in good faith and in compliance with the terms of the Bidding Procedures. In accordance with the Bidding Procedures, the Debtors determined that the bid submitted by the Buyer and memorialized by the Asset Purchase Agreement is the Successful Bid for the Purchased Assets. The Asset Purchase Agreement constitutes the highest and best offer for the Purchased Assets and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination that the Asset Purchase Agreement constitutes the highest and best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtors' business judgment.

I. Notice. Proper, timely and sufficient notice of the Motion and the Sale Hearing has been provided in accordance with Bankruptcy Code sections 102(1), 105(a) and 363, Bankruptcy Rules 2002, 4001 and 6004 and in compliance with the Bankruptcy Local Rules and Bidding Procedures Order, including to the Notice Parties (as defined below), more broadly by publication on May 18, 2022 and by filing the Debtors' *Notice of (I) Successful Bid and Sale Hearing and (II) Hearing On Conditional Approval of the Disclosure Statement* [Docket No. 528] on August 1, 2022 and the Debtors' *Notice of Proposed Assumed Contracts in Connection with Sale to 365 SG Operating Company* LLC [Docket No. 591] on August 26, 2022. The foregoing notice was good, sufficient and appropriate under the circumstances, and no other or further notice of the Motion, the Sale Hearing, the Asset Purchase Agreement or the 365 Sale Transaction is required. The disclosures made by the Debtors concerning the Asset Purchase Agreement, the 365 Sale Transaction and the Sale Hearing were sufficient, complete and adequate and no other or further notice of the Motion, the Bidding Procedures, the Sale Hearing, the 365 Sale Transaction, the

Assumption and Assignment Procedures (including the objection deadline with respect to any Cure Costs) or the assumption and assignment of the Purchased Contracts, or the Cure Costs, described below, in respect of the Purchased Assets is or shall be required.

Notice of the Debtors' assumption, assignment, transfer and/or sale to the Buyer of the Purchased Contracts has been provided to each non-Debtor party thereto, together with a statement therein from the Debtors with respect to the Cure Costs. Each of the non-debtor parties to the Purchased Contracts has had an opportunity to object to the Cure Costs and the assumption and assignment of the Purchased Contracts set forth in the *Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* [Docket No. 259] filed June 3, 2022, *Notice of Supplemental Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* [Docket No. 310] filed June 14, 2022 and *Notice of Proposed Assumed Contracts in Connection with Sale to 365 SG Operating Company* LLC [Docket No. 591] filed on August 26, 2022, which stated the Debtors' intent to assume and assign the Contracts (including the Purchased Contracts) and notified the non-debtor counterparties of the related proposed Cure Costs. Subject to paragraph 27 of this Sale Order, the Cure Cost for each Purchased Contract set forth on **Exhibit 2** hereto is sufficient to comply fully with the requirements of Bankruptcy Code sections 365(b)(1)(A) and (B).

J. Opportunity to be Heard. A reasonable opportunity to object or be heard regarding the relief requested in the Motion in respect of the Purchased Assets and the 365 Sale Transaction has been afforded to all interested persons and entities, including the following: (i) counsel for PNC Bank, National Association, as the administrative agent under the Debtors' prepetition revolving credit facility and ABL DIP facility; (ii) counsel for Alter Domus Products Corp., as the administrative agent under each of the Debtors' prepetition term loan facilities; (iii) counsel for

the ad hoc group of term loan lenders and the term loan DIP lenders; (iv) counsel for Acquiom Agency Services LLC, as term loan DIP agent under the Debtors' term loan DIP facility; (v) counsel for the Committee; (vi) counsel for Buyer in accordance with the Asset Purchase Agreement; (vii) all persons and entities known by the Debtors to have expressed an interest to the Debtors in a sale transaction involving any of the Debtors' assets during the past 12 months, including any person or entity that has submitted a bid for any of the Debtors' assets, as applicable; (viii) all persons and entities known by the Debtors to have asserted any lien, claim, interest or encumbrance in the Debtors' assets (for whom identifying information and addresses are available to the Debtors); (ix) all non-Debtor parties to any executory contracts or unexpired leases of the Debtors (collectively, the "Contracts") that are proposed to be assumed or rejected in connection with a 365 Sale Transaction; (x) any governmental authority known to have a claim against the Debtors in these cases; (xi) the United States Attorney General; (xii) the Antitrust Division of the United States Department of Justice; (xiii) the United States Attorney for the Southern District of Texas; (xiv) the Office of the Attorney General in each state in which the Debtors operate; (xv) the Office of the United States Trustee for the Southern District of Texas; (xvi) the Internal Revenue Service; (xvii) the United States Securities and Exchange Commission; (xiii) all parties who have filed a notice of appearance and request for service of papers in these cases pursuant to Bankruptcy Rule 2002; and (xix) all other persons and entities as directed by the Court (the parties listed in (i) through (xix) collectively, the "Notice Parties"). Objections, if any, to the Motion have been withdrawn or resolved and, to the extent not withdrawn or resolved, are hereby overruled; *provided* that Adjourned Cure Objections to Purchased Contracts are preserved and will be treated in accordance with paragraph 27 of this Sale Order (the "Preserved Cure Objections").

K. Marketing Process. As demonstrated by (i) the First Day Declaration, (ii) the testimony and other evidence proffered or adduced at the hearing with respect to the approval of the bidding procedures held on May 11, 2022 (the "Bidding Procedures Hearing") and the Sale Hearing and (iii) the representations of counsel made on the record at the Bidding Procedures Hearing and the Sale Hearing, the Debtors and their advisors thoroughly marketed the the Purchased Assets and conducted the marketing and sale process as set forth in and in accordance with the Motion and the Bidding Procedures Order. Based upon the record of these proceedings, all creditors and other parties in interest and all prospective purchasers have been afforded a reasonable and fair opportunity to bid for the Purchased Assets.

L. Highest and Best Offer. In accordance with the Bidding Procedures, the Debtors determined in a valid and sound exercise of their business judgment and in consultation with (i) counsel to the Consenting Stakeholders, (ii) counsel to the ABL DIP Lenders, (iii) counsel to the Committee and (iv) counsel to the Information Officer (solely in respect of the Canadian Proceedings or assets of Sungard AS Canada) (collectively, the "Consultation Parties") that the highest and best bid for the Purchased Assets was that of the Buyer. The consideration provided by the Buyer for the Purchased Assets provides fair and reasonable consideration to the Debtors for the sale of the Purchased Assets and the assumption of all Assumed Liabilities (as defined and limited in the Asset Purchase Agreement), and the performance of the other covenants set forth in the Asset Purchase Agreement will provide a greater recovery for the Debtors' estates than would have been provided by any other available alternative in respect of the Purchased Assets.

M. Court Approval Required. Entry of an order approving and authorizing the Debtors' entry into the Asset Purchase Agreement and the Debtors' performance of all the provisions therein is a necessary condition precedent to the Buyer's consummation of the 365 Sale Transaction.

N. Business Judgment. The Debtors' decisions to (i) enter into the Asset Purchase Agreement and all ancillary documents filed therewith or described therein and (ii) perform under and make payments, if any, required by such Asset Purchase Agreement constitute reasonable exercises of the Debtors' sound business judgment consistent with their fiduciary duties, and such decisions are in the best interests of the Debtors, their estates, their creditors and all other parties in interest. Good and sufficient reasons for the approval of the Asset Purchase Agreement and all ancillary documents filed therewith or described therein have been demonstrated by the Debtors. The Debtors have established that compelling circumstances exist for the 365 Sale Transaction outside: (i) the ordinary course of business, pursuant to Bankruptcy Code section 363(b) and (ii) a plan of reorganization, in that, among other things, the immediate consummation of the 365 Sale Transaction is necessary and appropriate to preserve and maximize the value of the Debtors' estates. To maximize the value of the Purchased Assets and preserve the viability of the business to which the Purchased Assets relate, it is essential that the 365 Sale Transaction occur promptly.

No other person or entity or group of persons or entities has offered to purchase the Purchased Assets for an amount that would give equal or greater economic value to the Debtors in the aggregate than the value being provided by the Buyer pursuant to the Asset Purchase Agreement. Among other things, the 365 Sale Transaction is the best alternative available to the Debtors to maximize the return to their estates in respect of the Purchased Assets. The terms and conditions of the Asset Purchase Agreement, including the consideration to be realized by the Debtors, are fair and reasonable. Given all of the circumstances of these chapter 11 cases and the adequacy and fair value of the consideration provided by the Buyer under the Asset Purchase Agreement, approval of the Motion, the Asset Purchase Agreement and the transactions contemplated thereby, including the 365 Sale Transaction and the assumption and assignment of

the Purchased Contracts, is in the best interests of the Debtors, their estates and creditors and all other parties in interest.

O. Sale in Best Interest. Consummation of the sale of the Purchased Assets is in the best interests of the Debtors, their creditors, their estates and other parties in interest.

P. Arm's-Length Sale. The Transaction Documents were negotiated, proposed and entered into by the Debtors and the Buyer without collusion, in good faith and from arm's-length bargaining positions. None of the Debtors, the Buyer, other parties in interest or their respective representatives has engaged in any conduct that would cause or permit the Transaction Documents, or the consummation of the 365 Sale Transaction, to be avoidable or avoided, or to cause costs or damages to be imposed, under Bankruptcy Code section 363(n), or has acted in bad faith or in any improper or collusive manner with any entity in connection therewith. Specifically, the Buyer has not acted in a collusive manner with any person, and the purchase price was not controlled by any agreement among bidders.

Q. Good Faith Purchaser. The Buyer is a good faith purchaser for value and, as such, is entitled to all of the protections afforded under Bankruptcy Code section 363(m) and any other applicable or similar bankruptcy and nonbankruptcy law. Furthermore, the Buyer is not an "insider" (as defined under Bankruptcy Code section 101(31)) of any Debtor, and, therefore, the Buyer is entitled to the full protections of Bankruptcy Code section 363(m) and has otherwise proceeded in good faith in all respects in connection with these chapter 11 cases. Specifically: (i) the Buyer recognized that the Debtors were free to deal with any other party interested in purchasing the Purchased Assets; (ii) the Buyer complied in all respects with the provisions in the Bidding Procedures Order; (iii) the Buyer agreed to subject its bid to the competitive Bidding Procedures set forth in the Bidding Procedures Order; (iv) all consideration to be provided by the Buyer and

all other agreements or arrangements entered into by the Buyer in connection with the 365 Sale Transaction have been disclosed; (v) no common identity of directors, officers or controlling stockholders exists among the Buyer and the Debtors; (vi) the negotiation and execution of the Transaction Documents were at arm's-length and in good faith, and at all times each of the Buyer and the Debtors were represented by competent counsel of their choosing; and (vii) the Buyer has not acted in a collusive manner with any person. The Buyer will be acting in good faith within the meaning of Bankruptcy Code section 363(m) in closing the transactions contemplated by the Asset Purchase Agreement.

R. Insider Status. The Buyer is not an "insider" of any Debtor, as that term is defined in Bankruptcy Code section 101(31). No common identity of directors, officers, members, managers or controlling stockholders exists between the Buyer and the Debtors.

S. Sale Free and Clear. Except for liabilities assumed by the Buyer pursuant to the Asset Purchase Agreement and Permitted Liens, a sale of the Purchased Assets other than one free and clear of liens, defenses (including rights of setoff and recoupment), claims, and interests, in each case, in, on or related to the Purchased Assets, including security interests of whatever kind or nature, mortgages, conditional sales or title retention agreements, pledges, deeds of trust, hypothecations, liens (including but not limited to mechanics' or materialman's liens), encumbrances, assignments, preferences, debts, easements, charges, suits, licenses, options, rights of recovery, judgments, orders and decrees of any court or foreign or domestic governmental entity, taxes (including foreign, state and local taxes), licenses, covenants, restrictions, indentures, instruments, leases, options, offsets, claims for reimbursement, contribution, indemnity or exoneration, successor liability, product liabilities, environmental liabilities, tax liabilities, labor liabilities, Employee Retirement Income Security Act of 1974 ("ERISA") liabilities, liabilities

related to the Worker Adjustment and Retraining Notification Act of 1988 (the "WARN Act"), liabilities related to the Internal Revenue Code, alter ego and other liabilities, causes of action, contract rights and claims, to the fullest extent of the law, in each case, of any kind or nature in, on or related to the Purchased Assets (including all "claims" as defined in Bankruptcy Code section 101(5)), known or unknown, whether prepetition or postpetition, secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, statutory or non-statutory, matured or unmatured, legal or equitable (collectively, "Encumbrances"), and without the protections of this Sale Order would hinder the Debtors' ability to obtain the consideration provided for in the Asset Purchase Agreement and, thus, would impact materially and adversely the value that the Debtors' estates would be able to obtain for the sale of such Purchased Assets. But for the protections afforded to the Buyer under the Bankruptcy Code and this Sale Order, the Buyer would not have offered to pay the consideration contemplated in the Asset Purchase Agreement.

In addition, each entity with an Encumbrance upon the Purchased Assets (other than Assumed Liabilities and Permitted Liens): (i) has consented to the 365 Sale Transaction or is deemed to have consented to the 365 Sale Transaction; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such interest; or (iii) otherwise falls within the provisions of Bankruptcy Code section 363(f), and therefore, in each case, one or more of the standards set forth in Bankruptcy Code section 363(f)(1) through (5) has been satisfied. Those holders of Encumbrances (other than Assumed Liabilities and Permitted Liens) who did not object, or who withdrew their objections, to the Motion are deemed to have consented pursuant to Bankruptcy Code section 363(f)(2). All holders of Encumbrances are adequately protected, thus

satisfying Bankruptcy Code section 363(e), by having their Encumbrances, if any, attach to the proceeds of the 365 Sale Transaction, in the same order of priority and with the same validity, force and effect that such Encumbrances had before the 365 Sale Transaction, subject to any rights, claims and defenses of the Debtors or their estates, as applicable, or as otherwise provided herein. Therefore, approval of the Asset Purchase Agreement and the consummation of the 365 Sale Transaction free and clear of Encumbrances is appropriate pursuant to Bankruptcy Code section 363(f) and is in the best interests of the Debtors' estates, their creditors and other parties in interest.

The recitation in the immediately preceding paragraph of this Sale Order is not intended, and shall not be construed, to limit the generality of the categories of liabilities, debts, commitments or obligations referred to as "Encumbrances" therein.

The Buyer would not have entered into the Asset Purchase Agreement and would not consummate the sale of Purchased Assets, thus adversely affecting the Debtors, their estates, creditors, employees and other parties in interest, if such sale was not free and clear of all Encumbrances (other than Assumed Liabilities and Permitted Liens). A sale of the Purchased Assets, other than one free and clear of all Encumbrances, would yield substantially less value for the Debtors' estates, with less certainty than the 365 Sale Transaction.

T. Application of Section 1146. The transfer of the Purchased Assets shall be considered an integral part of the Debtors' plan and, as such, the Purchased Assets shall be transferred subject to the special tax provisions set forth in Bankruptcy Code section 1146.

U. Assumption and Assignment of Contracts. The assumption and assignment of the Purchased Contracts are an integral part of the Asset Purchase Agreement. Any decision to assume and assign a Purchased Contract may be modified prior to assumption and assignment without further order of this Court and otherwise consistent with the terms of the Asset Purchase Agreement.

The assumption and assignment of the Purchased Contracts does not constitute unfair discrimination, is in the best interests of the Debtors, their estates, their creditors and all other parties in interest and represents the reasonable exercise of sound and prudent business judgment by the Debtors.

Pursuant to the Asset Purchase Agreement, the Buyer shall (i) pay the Cure Costs in accordance with the terms of the Asset Purchase Agreement, under each of the Purchased Contracts, within the meaning of Bankruptcy Code section 365(b)(1)(A) and (ii) provide compensation or adequate assurance of compensation to any counterparty for actual pecuniary loss to such party resulting from a default prior to the assignment of any of the Purchased Contracts, within the meaning of Bankruptcy Code section 365(b)(1)(B). Each of the Purchased Contracts shall be assumed and assigned to the Buyer free and clear of all Encumbrances (other than the Assumed Liabilities or otherwise as set forth in the Asset Purchase Agreement) against the Buyer.

The Buyer has demonstrated adequate assurance of its future performance within the meaning of Bankruptcy Code sections 365(b)(1)(C) and 365(f)(2)(B) under each Purchased Contract. Pursuant to Bankruptcy Code section 365(f), the Purchased Contracts shall be assigned and transferred to, and remain in full force and effect for the benefit of, the Buyer notwithstanding any provision in the Purchased Contracts or other restrictions prohibiting their assignment or transfer.

V. Prompt Consummation. The sale of the Purchased Assets must be approved and consummated promptly to preserve the value of the Purchased Assets. Therefore, time is of the essence in consummating the 365 Sale Transaction, and the Debtors and the Buyer intend to close the 365 Sale Transaction as soon as reasonably practicable. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for

the immediate approval and consummation of the transactions contemplated by the Asset Purchase Agreement, including the 365 Sale Transaction. The Buyer, being a good faith purchaser under Bankruptcy Code section 363(m), may close the 365 Sale Transaction contemplated by the Asset Purchase Agreement at any time after entry of this Sale Order, subject to the terms and conditions of the Asset Purchase Agreement. There is cause to lift the stay contemplated by Bankruptcy Rules 6004 and 6006 with regards to the 365 Sale Transactions contemplated by this Sale Order and Buyer relied upon such waiver of the stay as a condition precedent to executing the Asset Purchase Agreement.

W. No Successor Liability. No sale, transfer or other disposition of the Purchased Assets pursuant to the Asset Purchase Agreement or entry into the Asset Purchase Agreement will subject the Buyer to any liability for claims, obligations or Encumbrances asserted against the Debtors or the Debtors' interests in such Purchased Assets by reason of such transfer under any laws, including any bulk-transfer laws or any theory of Successor or Transferee Liability (as defined below), antitrust, environmental, product line, *de facto* merger or substantial continuity or similar theories. By virtue of the consummation of the transactions contemplated by the Asset Purchase Agreement, (i) the Buyer is not a continuation of the Debtors and their respective estates, there is no continuity of enterprise between the Buyer and the Debtors, there is no common identity between the Debtors and the Buyer, (ii) the Buyer is not holding itself out to the public as a continuation of the Debtors or their respective estates and (iii) the 365 Sale Transaction does not amount to a consolidation, merger or *de facto* merger of the Buyer and the Debtors and/or the Debtors' estates. Accordingly, the Buyer is not and shall not be deemed a successor to the Debtors or their respective estates as a result of the consummation of the transactions contemplated by the Asset Purchase Agreement and, except with respect to any Assumed Liabilities, Buyer's

acquisition of the Purchased Assets shall be free and clear of any "successor liability" claims of any nature. Buyer would not acquire the Purchased Assets but for the protections against any claims based upon "successor liability" theories (collective, "Successor or Transferee Liabilities").

X. No Fraudulent Transfer. The Transaction Documents were not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession or the District of Columbia, and none of the parties to the Transaction Documents are consummating the 365 Sale Transaction for any other fraudulent or otherwise improper purpose.

Y. Binding Agreement. The Transaction Documents are, or upon their respective execution and delivery by the parties thereto shall be, valid and binding contracts between the Debtors and the Buyer and shall be enforceable pursuant to their terms. The Transaction Documents and consummation of the 365 Sale Transaction shall be, to the extent provided in the Transaction Documents, specifically enforceable against and binding upon the Debtors and any chapter 7 trustee or chapter 11 trustee appointed in any of the Debtors' cases, and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

Z. Legal, Valid Transfer. The Debtors have full power and authority (i) to perform all of their obligations under the Transaction Documents and (ii) to consummate the 365 Sale Transaction. The transfer of the Purchased Assets to the Buyer will be a legal, valid and effective transfer of the Purchased Assets and will vest the Buyer with all right, title and interest of the Debtors in and to the Purchased Assets free and clear of all interests, as set forth in the Asset Purchase Agreement. The Purchased Assets constitute property of the Debtors' estates and good title is vested in the Debtors' estates within the meaning of Bankruptcy Code section 541(a). The

Debtors are the sole and rightful owners of the Purchased Assets, and no other person has any ownership right, title or interests therein.

AA. No *Sub Rosa* Plan. Entry into the Asset Purchase Agreement and the transactions contemplated therein neither impermissibly restructure the rights of the Debtors' creditors, nor impermissibly dictate the terms of a chapter 11 plan of reorganization for the Debtors. Entry into the Asset Purchase Agreement does not constitute a *sub rosa* chapter 11 plan.

BB. Consummation is Legal, Valid and Binding. The consummation of the 365 Sale Transaction is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including sections 105(a), 363(b), 363(f), 363(m) and 365, and all of the applicable requirements of such sections have been complied with in respect of the transactions contemplated by the Asset Purchase Agreement. The transactions contemplated under the Transaction Documents (including the 365 Sale Transaction) are inextricably linked and collectively constitute a single, integrated transaction.

CC. No Third Party Beneficiaries. Nothing in the Asset Purchase Agreement creates any third party beneficiary rights in any entity not a party to the Asset Purchase Agreement.

DD. Transition Agreements. The Transition Services Agreements, as contemplated by the Asset Purchase Agreement, are being negotiated by the parties and the parties reserve all rights with respect thereto.

EE. Legal and Factual Bases. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:[4]

A. Motion Granted, Objections Overruled

1. The relief requested in the Motion in respect of the Purchased Assets is granted as set forth herein. Any remaining objections to the Motion or the relief requested therein in respect of the Purchased Assets that have not been withdrawn, waived or settled and all reservations of rights included in such objections are overruled on the merits with prejudice and denied. All parties and entities given notice of the Motion that failed to timely object thereto are deemed to consent to the relief sought therein in respect of the Purchased Assets.

2. Those parties, including those holders of interests, who did not object to the Motion or the entry of this Sale Order in accordance with the Bidding Procedures Order, or who withdrew their objections thereto, are deemed to have consented to the relief granted herein in respect of the Purchased Assets for all purposes, including, without limitation, pursuant to Bankruptcy Code section 363(f)(2). Those holders of interests who did object that have an interest in the Purchased Assets could be compelled in a legal or equitable proceeding to accept money satisfaction of such interest pursuant to section 363(f)(5) or fall within one or more of the other subsections of Bankruptcy Code section 363(f) and, therefore, are adequately protected by having their interests that constitute interests in the Purchased Assets, if any, attach solely to the proceeds of the 365 Sale Transaction ultimately attributable to the property in which they have an interest, in the same order of priority and with the same validity, force and effect that such holders had prior the 365 Sale Transaction, subject to any claims, setoffs, deductions, offsets and defenses of the Debtors to such interests. Any counterparty to a Purchased Contract that has not actually filed with the Court an objection to the assumption or assignment of such Purchased Contract as of the date specified

[4] To the extent any findings of fact constitute conclusions of law, they are adopted as such, and vice versa.

in the Bidding Procedures Order or as otherwise agreed by the Debtors is deemed to have consented to such assumption and assignment.

3. This Court's findings of fact and conclusions of law in the Bidding Procedures Order and the record of the Bidding Procedures Hearing are incorporated herein by reference.

B. The Asset Purchase Agreement Is Approved and Authorized

4. The Asset Purchase Agreement and Transaction Documents filed therewith or described therein are approved pursuant to Bankruptcy Code sections 105 and 363 and Bankruptcy Rules 2002, 4001, 6004 and 9014. The Debtors are authorized and directed to perform under the Asset Purchase Agreement and all ancillary documents filed therewith or described therein (and each of the transactions contemplated thereby is hereby approved in its entirety and is incorporated herein by reference). The failure to include specifically any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the Asset Purchase Agreement, and all of its provisions and the payments and transactions provided for therein, shall be authorized and approved in their entirety. Likewise, all of the provisions of this Sale Order are non-severable and mutually dependent.

5. The consideration provided by the Buyer for the Purchased Assets under the Asset Purchase Agreement is fair and reasonable and shall be deemed for all purposes to constitute reasonably equivalent value, fair value and fair consideration under the Bankruptcy Code and the laws of the United States, any state, territory, possession or the District of Columbia, including, without limitation, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Conveyance Act and any other applicable law. The 365 Sale Transaction may not be avoided or rejected by any person, or costs or damages imposed or awarded against the Buyer, under section 363(n) or any other provision of the Bankruptcy Code.

6. The 365 Sale Transaction authorized herein shall be of full force and effect, regardless of the Debtors' lack or purported lack of good standing in any jurisdiction in which the Debtors are formed or authorized to transact business. The automatic stay imposed by Bankruptcy Code section 362 is modified to the extent necessary, without further order of this Court, to implement the 365 Sale Transaction and the other provisions of this Sale Order, including, without limitation, to allow the Buyer to: (a) deliver any notice provided for in the Asset Purchase Agreement and any ancillary documents; and (b) take any and all actions permitted under the Asset Purchase Agreement and any ancillary documents in accordance with the terms and conditions thereof; *provided*, *however*, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

7. Subject to the terms, conditions and provisions of this Sale Order, all persons and entities are hereby forever prohibited and barred from taking any action that would adversely affect or interfere, or that would be inconsistent (a) with the ability of the Debtors to sell and transfer the Purchased Assets to the Buyer in accordance with the terms of the Transaction Documents and this Sale Order and (b) with the ability of the Buyer to acquire, take possession of, use and operate the Purchased Assets in accordance with the terms of the Transaction Documents and this Sale Order; *provided*, *however*, that the foregoing restriction shall not prevent any party in interest from appealing this Sale Order in accordance with applicable law or opposing any appeal of this Sale Order.

8. Subject to the provisions of this Sale Order, the Debtors and the Buyer are hereby authorized, pursuant to Bankruptcy Code sections 105(a) and 363(b)(1), to consummate the 365 Sale Transaction in accordance with the Asset Purchase Agreement and all ancillary documents filed therewith or described therein.

9. Pursuant to Bankruptcy Code sections 105, 363 and 365, the Debtors are hereby authorized, empowered and directed to, and shall, take any and all actions necessary or appropriate to (a) sell the Purchased Assets to the Buyer, (b) consummate the 365 Sale Transaction in accordance with, and subject to the terms and conditions of, the Transaction Documents, and (c) transfer and assign to the Buyer all right, title and interest (including common law rights) to all property, licenses and rights to be conveyed in accordance with and subject to the terms and conditions of the Transaction Documents, in each case without further notice to or order of this Court. The Debtors are further authorized and directed to execute and deliver, and are empowered to perform under, consummate and implement, the Transaction Documents, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement, including the related documents, exhibits and schedules, and to take all further actions as may be reasonably requested by the Buyer for the purposes of assigning, transferring, granting, conveying and conferring to the Buyer or reducing to possession, the Purchased Assets, or as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Transaction Documents without further notice to or order of this Court. Neither the Buyer nor the Debtors shall have any obligation to proceed with consummating the 365 Sale Transaction until all conditions precedent to their obligations to do so have been met, satisfied or waived.

10. The Debtors are hereby authorized to hold the Good Faith Deposit, which will be funded by the Buyer in accordance with the Asset Purchase Agreement, and release and deliver such Good Faith Deposit pursuant to the terms of such Asset Purchase Agreement.

C. Sale and Transfer Free and Clear of Encumbrances

11. Upon the Closing Date, all of the Debtors' legal, equitable and beneficial right, title and interest in and to, and possession of, the Purchased Assets shall be immediately vested in the

Buyer pursuant to Bankruptcy Code sections 105(a), 363(b) and 363(f) free and clear of Encumbrances (other than Assumed Liabilities and Permitted Liens); *provided*, *however*, that all remaining Encumbrances shall attach to the proceeds of the 365 Sale Transaction in the order of their priority, with the same validity, force and effect that they now have against the Purchased Assets. On the Closing Date, this Sale Order shall be considered, and shall constitute for any and all purposes, a legal, valid, binding, effective and complete general assignment, conveyance and transfer of the Purchased Assets and a bill of sale or assignment transferring indefeasible title in the Purchased Assets to the Buyer and shall vest the Buyer with good and marketable title to the Purchased Assets; *provided further* that, notwithstanding anything in this Sale Order or the Asset Purchase Agreement to the contrary, the provisions of this Sale Order authorizing and approving the transfer of the Purchased Assets free and clear of all interests shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents or other instruments in order to effectuate, consummate and implement the provisions of this Sale Order and the Asset Purchase Agreement.

12. The holders of claims related solely to the Assumed Liabilities shall have the right to seek payment directly from the Buyer on account of the Assumed Liabilities; *provided*, *however*, that the Buyer reserves any and all rights, defenses or objections with regard to such Assumed Liabilities, including the Buyer's rights hereunder and under the Asset Purchase Agreement.

13. To the maximum extent permitted under applicable law, including section 1146 of the Bankruptcy Code, the sale of the Purchased Assets and the transactions contemplated thereby shall be exempt from any sales, use, purchase, transfer, franchise, deed, fixed asset, stamp, documentary stamp, use, or similar fees for Taxes, governmental charges, and recording charges (including any interest and penalty thereon), which may be payable by reason of the sale of the

Purchased Assets or the transactions contemplated thereby, given that the transfer of the Purchased Assets shall be considered an integral part of the Debtors' plan.

D. Sale Order Binding

14. All (i) entities, including all filing agents, filing officers, title agents, title companies or title agents, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state and local officials, and (ii) other persons, in each case, 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 the Purchased Assets, shall be authorized and directed to take any such actions in connection with the 365 Sale Transaction or this Sale Order, and this Sale Order shall be binding upon such entities or persons. All entities or persons described in this paragraph are authorized and specifically directed to strike all recorded Encumbrances against the Purchased Assets from their records, official and otherwise.

15. This Sale Order and the terms and provisions of the Asset Purchase Agreement and all ancillary documents filed therewith or described therein shall be binding on all of the Debtors' creditors (whether known or unknown), the Debtors, the Buyer and each of their respective affiliates, successors and assigns and any affected third parties, including all persons asserting an interest in the Purchased Assets, notwithstanding any subsequent appointment of any trustee, party, entity or other fiduciary under any section of the Bankruptcy Code with respect to the forgoing parties, and as to such trustee, party, entity or other fiduciary, such terms and provisions likewise shall be binding. The provisions of this Sale Order and the terms and provisions of the Asset Purchase Agreement, and any actions taken pursuant hereto or thereto shall survive the dismissal of any of the Debtors' chapter 11 or chapter 7 cases or entry of any

order, which may be entered confirming or consummating any plan(s) of the Debtors or converting these cases from chapter 11 to chapter 7, and the terms and provisions of the Asset Purchase Agreement, as well as the rights and interests granted pursuant to this Sale Order and the Asset Purchase Agreement, shall continue in these or any superseding cases and shall be binding upon the Debtors, the Buyer and their respective successors and permitted assigns, including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code. Any trustee appointed in these cases shall be and hereby is authorized to operate the businesses of the Debtors to the fullest extent necessary to permit compliance with the terms of this Sale Order and the Asset Purchase Agreement, and the Buyer and the trustee shall be and hereby are authorized to perform under the Asset Purchase Agreement upon the appointment of such trustee without the need for further order of this Court.

16. Except with respect to the Assumed Liabilities and Permitted Liens, all persons and entities (and their respective successors and assigns), including all debt security holders, equity security holders, affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants and other creditors holding Encumbrances arising under or out of, in connection with or in any way relating to, the Debtors, the Purchased Assets, the ownership, sale or operation of the Purchased Assets and the business prior to the Closing Date or the transfer of Purchased Assets to Buyer, are hereby forever barred, estopped and permanently enjoined from asserting such Encumbrances against the Buyer, its property or the Purchased Assets. Following the Closing Date, no holder of any Encumbrance shall interfere with the Buyer's title to or use and enjoyment of the Purchased Assets based on or related to any such Encumbrance, or based on any action the Debtors may take in these cases.

17. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens* or other documents or agreements evidencing Encumbrances against or in the Purchased Assets shall not have delivered to the Debtors prior to the Closing Date of the 365 Sale Transaction in proper form for filing and executed by the appropriate parties termination statements or instruments of satisfaction or release of all Encumbrances that such person or entity has with respect to such Purchased Assets, then only with regard to the Purchased Assets that are purchased by the Buyer pursuant to the Asset Purchase Agreement and this Sale Order, (a) the Debtors are hereby authorized and empowered to cause to be executed and filed such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Purchased Assets that are necessary or appropriate to effectuate the 365 Sale Transaction, any related agreements and this Sale Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment and all such other actions, filings or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units[5] or as any of the officers of the Debtors may determine are necessary or appropriate and (b) the Buyer is hereby authorized and empowered to cause to be filed, registered or otherwise recorded a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Encumbrances against the Buyer and the applicable Purchased Assets. This Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state or local government agency, department or office.

[5] As used in this Sale Order, the term "governmental unit" shall have the meaning given to such term in Bankruptcy Code sections 101(27) and 101(41).

18. To the extent provided by Bankruptcy Code section 525, no governmental unit may deny, revoke, suspend or refuse to renew any permit, license or similar grant relating to the operation of the Purchased Assets on account of the filing or pendency of the chapter 11 cases or the consummation of the transactions contemplated by the Asset Purchase Agreement, including the 365 Sale Transaction, the transfer of the Purchased Assets and the assumption and assignment of the Purchased Contracts.

E. Good Faith

19. Neither the Debtors nor the Buyer has engaged in any action or inaction that would cause or permit the 365 Sale Transaction to be avoided or costs or damages to be imposed under Bankruptcy Code section 363(n). Entry into the Asset Purchase Agreement is undertaken by the parties thereto, without collusion and in good faith, as that term is used in Bankruptcy Code sections 363(m) and 364(e), and the Buyer shall be entitled to all of the benefits of and protections under Bankruptcy sections 363(m) and 364(e). The 365 Sale Transaction is not subject to avoidance pursuant to Bankruptcy Code section 363(n) or chapter 5 of the Bankruptcy Code and the Buyer is entitled to all the protections and immunities thereunder.

F. No Successor or Transferee Liability

20. The Buyer shall not be deemed, as a result of any action taken in connection with the Asset Purchase Agreement, the consummation of the 365 Sale Transaction, or the transfer, operation or use of the Purchased Assets, to: (a) be a legal successor, or otherwise be deemed a successor to the Debtors (other than, for the Buyer, with respect to any obligations arising after the Closing Date as an assignee under the Purchased Contracts); (b) have, *de facto* or otherwise, merged with or into the Debtors; or (c) be an alter ego or a mere continuation or substantial continuation or successor in any respect of the Debtors, including within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental or

other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

21. Except as expressly provided in this Sale Order or the Asset Purchase Agreement with respect to the Assumed Liabilities, the Buyer shall have no liability whatsoever with respect to the Debtors' (or their predecessors' or affiliates') respective businesses or operations of any of the Debtors (or their predecessors' or affiliates') based, in whole or part, directly or indirectly, on any theory of Successor or Transferee Liability, whether known or unknown as of the Closing Date, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including any liabilities or non-monetary obligations on account of any settlement or injunction, or any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Purchased Assets or the business prior to the Closing Date or such later time as the Buyer is assigned and assumes any Contract. Except to the extent expressly included in the Assumed Liabilities or otherwise provided for in the Asset Purchase Agreement with respect to WARN Act liabilities, the Buyer shall have no liability or obligation under the WARN Act, or any foreign, federal, state or local labor, employment law, whether of similar import or otherwise, by virtue of the Buyer's purchase of the Purchased Assets or assumption of the Assumed Liabilities.

22. The Buyer has given substantial consideration under the Asset Purchase Agreement for the benefit of the holders of any Encumbrance. The consideration given by the Buyer shall constitute valid and valuable consideration for the releases of any potential claims of Successor or Transferee Liability of the Buyer, which releases shall be deemed to have been given in favor of the Buyer by all holders of any Encumbrance.

23. Except as expressly provided in the Asset Purchase Agreement with respect to the Assumed Liabilities, nothing in this Sale Order or the Asset Purchase Agreement shall require the Buyer to (a) continue or maintain in effect, or assume any liability in respect of, any employee, pension, welfare, fringe benefit or any other benefit plan, trust arrangement or other agreements to which the Debtors or their affiliates are a party or have any responsibility therefor including medical, welfare and pension benefits payable after retirement or other termination of employment, or (b) assume any responsibility as a fiduciary, plan sponsor or otherwise, for making any contribution to, or in respect of the funding, investment or administration of any employee benefit plan, arrangement or agreement (including pension plans) or the termination of any such plan, arrangement or agreement.

24. Effective upon the Closing Date, other than with respect to Assumed Liabilities and Permitted Liens, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Buyer, or its assets (including the Purchased Assets), or its successors and assigns, with respect to any (a) Encumbrance or (b) Successor or Transferee Liability, including the following actions with respect to clauses (a) and (b): (i) commencing or continuing any action or other proceeding pending or threatened; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any Encumbrance; (iv) asserting any setoff, right of subrogation or recoupment of any kind; (v) commencing or continuing any action, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Sale Order or other orders of this Court, or the agreements or actions contemplated or taken in respect hereof; or (vi) revoking, terminating or failing or refusing to renew any license, permit or authorization to

operate any of the Purchased Assets or conduct any of the businesses operated with such Purchased Assets.

25. Notwithstanding anything in this Sale Order or the Asset Purchase Agreement, nothing contained in this Sale Order or the Asset Purchase Agreement: (a) releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit (as defined in Bankruptcy Code section 101(27)) that any entity would be subject to as the owner or operator of the Purchased Assets transferred pursuant to the Asset Purchase Agreement after the date of entry of this Sale Order; *provided*, *however*, that the foregoing shall not limit, diminish or otherwise alter the Debtors' or Buyer's, as applicable, defenses, claims, causes of action or other rights under applicable nonbankruptcy law with respect to any liability that may exist to a governmental unit at such owned or operated property; (b) shall be construed to create for any governmental unit any substantive right that does not already exist under applicable law; or (c) authorizes the transfer or assignment of any governmental (i) license, (ii) permit, (iii) registration, (iv) authorization or (v) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements under police or regulatory law governing such transfer or assignment; *provided* that, notwithstanding the foregoing, nothing herein shall be construed to permit a governmental unit to assert, assess or obtain penalties, fines or other fees from Buyer for violations of any such requirement that occurred prior to the Closing Date as a result of the operation of the Purchased Assets; *provided further* if any such violation continues after the Closing Date such governmental unit may seek to assert, assess or obtain penalties, fines or other fees from Buyer for the period of time after the Closing Date that such violations occurred.

G. Assumption and Assignment of Contracts

26. Pursuant to Bankruptcy Code sections 105(a) and 365, the Debtors are authorized and directed to assume and assign the Purchased Contracts to the Buyer, pursuant to the terms of the Asset Purchase Agreement, free and clear of all Encumbrances (other than Assumed Liabilities and Permitted Liens). Subject to paragraph 27 of this Sale Order, the payment of the Cure Costs due under each Purchased Contract to be assumed and assigned to the Buyer under the Asset Purchase Agreement pursuant to Bankruptcy Code section 365(b) in the amounts set forth on **Exhibit 2** to this Sale Order: (a) cures all monetary defaults existing thereunder as of the assignment of the Contracts to the Buyer in accordance with the terms of the Asset Purchase Agreement; (b) compensates the applicable counterparties to the Contracts for any actual pecuniary loss resulting from such default; and (c) together with the assumption of the Contracts by the Debtors and the assignment of the Contracts to the Buyer constitutes adequate assurance of future performance thereof. The Buyer has provided adequate assurance of future performance under the Contracts within the meaning of Bankruptcy Code sections 365(b)(1)(c) and 365(f)(2)(B).

27. With respect to Purchased Contracts that are subject to Preserved Cure Objections, the Debtors (in reasonable consultation with the Buyer) and the applicable counterparty shall have the authority to compromise, settle or otherwise resolve any Preserved Cure Objections without further order of the Court. If the Debtors (subject to the reasonable consent of the Buyer) and the applicable counterparty determine that the objection cannot be resolved without judicial intervention, then the Preserved Cure Objection will be determined by the Court. Upon resolution of a Preserved Cure Objection and the payment of the applicable Cure Cost, the applicable Purchased Contract that was the subject of the Preserved Cure Objection shall be deemed assumed and assigned to the Buyer as of the Closing Date. In accordance with the Asset Purchase

Agreement, the Buyer shall be entitled, in its sole discretion, to re-designate a contract as an Excluded Contract if the Court allows a Cure Cost in excess of the amount listed on **Exhibit 2** hereto.

28. In accordance with the Bidding Procedures Order, the Buyer shall establish a cash reserve (the "Cure Cost Reserve") with respect to any disputed Cure Costs that are subject to a Preserved Cure Objection. The Cure Cost Reserve for each Purchased Contract subject to a Preserved Cure Objection will be equal to the cure amount the objecting counterparty reasonably believes is required to cure the asserted monetary default under the applicable Purchased Contract or as otherwise ordered by the Court. The applicable portion of the Cure Cost Reserve will be paid promptly upon resolution of a Preserved Cure Objection.

29. Any Adequate Assurance Objections should have been made in writing, clearly specified the grounds for the objection and been filed with the Court by, and served on, so as to have been received by, the Objection Recipients (as defined in the Bidding Procedures) by no later than **August 29, 2022 at 4:00 p.m. (prevailing Central Time)** (the "Adequate Assurance Objection Deadline"). If no timely Adequate Assurance Objection with respect to a Purchased Contract was filed and served on the Objection Recipients by the Adequate Assurance Objection Deadline, (a) the applicable Purchased Contract is deemed to be assumed and assigned as proposed by the Debtors and the Buyer and (b) the Buyer is deemed to have provided or to be able to provide adequate assurance of future performance of the applicable Purchased Contract in satisfaction of Bankruptcy Code section 365(f)(2)(B).

30. To the extent that any counterparty to a Contract did not timely file a Cure Objection by the deadline to file a Cure Objection, such counterparty is deemed to have consented to the Cure Cost set forth in **Exhibit 2** hereto. The counterparties to the Purchased Contracts are forever

bound by the applicable Cure Costs and, upon payment of such Cure Costs as provided for herein and in the Asset Purchase Agreement, are hereby enjoined from taking any action against the Buyer with respect to any claim for cure under the Purchased Contracts, except as set forth in the Asset Purchase Agreement.

31. Any provision in any Contract that prohibits or conditions the assignment of such Contract or allows the counterparty to such Contract to impose any penalty, fee, increase in payment, profit sharing arrangement or other condition on renewal or extension, or to modify any term or condition upon the assignment of such Contract, constitutes an unenforceable anti-assignment provision that is void and of no force and effect in connection with the 365 Sale Transaction. All other requirements and conditions under Bankruptcy Code sections 363 and 365 for the assumption by the Debtors and assignment to the Buyer of the Contract have been satisfied. Upon the Closing Date, in accordance with Bankruptcy Code sections 363 and 365, the Buyer shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Purchased Contracts to be assumed and assigned to Buyer pursuant to the Asset Purchase Agreement, and such Purchased Contracts shall remain in full force and effect for the benefit of the Buyer.

32. Upon the assignment of the applicable Purchased Contracts to the Buyer in accordance with the terms of the Asset Purchase Agreement, the Buyer shall be deemed to be substituted for the Debtors as a party to the applicable Contract, and the Debtors and their estates shall be released, pursuant to Bankruptcy Code section 365(k), from any liability under the Contract occurring after such assignment.

33. Each counterparty to a Purchased Contract is forever barred, estopped and permanently enjoined from asserting against the Debtors or the Buyer or their respective property in connection with the 365 Sale Transaction: (a) any assignment fee, acceleration, default, breach

or claim or pecuniary loss, or condition to assignment existing, arising or accruing as of the Closing Date, including any breach related to or arising out of a change in control resulting from the 365 Sale Transaction of any provision of such Contract, or any purported written or oral modification to the Contract; or (b) any claim, counterclaim, defense, breach, default, condition, setoff or other claim asserted or capable of being asserted against the Debtors existing as of the Closing Date.

34. Other than the Purchased Contracts as set forth in the Asset Purchase Agreement to be assumed and assigned to Buyer, none of the Debtors' other contracts or leases (or any claims associated therewith) shall be assumed and assigned to the Buyer and the Buyer have no liability whatsoever thereunder.

35. All counterparties to the Purchased Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Buyer, and shall not charge the Buyer for, any instruments, applications, consents or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the 365 Sale Transaction.

H. Other Provisions

36. Transition Services. Pursuant to the Asset Purchase Agreements, the Buyer, the Sellers and certain third parties shall enter into Transition Services Agreements on the Closing Date pursuant to which, effective as of the Closing Date, the parties thereto shall provide certain services for a transitional period following the Closing Date. The Buyer and the Sellers are hereby authorized to execute and deliver any additional documentation as contemplated by the Asset Purchase Agreement, and to perform all such other and further acts as may be required under or in connection with the Transition Services Agreements, including executing the Transition Services Agreements and performing and receiving services thereunder. All parties' rights with respect to the Transition Services Agreements are reserved, and if any such party raises an issues with respect

to the terms of the Transition Services Agreements that cannot be resolved by agreement of the parties, the Court will hear such issue on an expedited basis.

37. Good Faith Deposit. If the Buyer does not close the 365 Sale Transaction, the Debtors shall be authorized in accordance with the Asset Purchase Agreement to retain the Good Faith Deposit from the Buyer.

38. Excluded Liabilities. All persons, governmental units and holders of Encumbrances, including those based upon or arising out of the Excluded Liabilities, are hereby barred and estopped from taking any action against the Buyer or the Purchased Assets to recover property on account of any adverse interests or on account of any liabilities of the Debtors other than Assumed Liabilities and Permitted Liens pursuant to the Asset Purchase Agreement. All persons holding or asserting any Encumbrances with respect to the Excluded Assets are hereby enjoined from asserting or prosecuting such Encumbrances against the Buyer or the Purchased Assets for any liability whatsoever associated with the Excluded Assets.

39. Excluded Assets. All persons holding or asserting any Encumbrances with respect to the Excluded Assets are hereby enjoined from asserting or prosecuting such Encumbrances against the Buyer or the Purchased Assets for any liability whatsoever associated with the Excluded Assets. Notwithstanding the preceding sentence and any other provision of this Sale Order, (a) for the avoidance of doubt, the Excluded Assets include the accounts and/or receivables of the Business outstanding as of the closing that are for services performed prior to the Closing (the "Excluded Accounts"), (b) the Excluded Accounts are and shall remain subject to the prepetition and postpetition liens and security interests of PNC Bank, National Association, as the administrative agent, collateral agent, and lender under the Debtors' prepetition revolving credit facility and ABL DIP facility ("PNC"), including without limitation the ABL DIP Liens, (c) PNC's

liens and security interests in the Excluded Accounts are and shall remain enforceable by PNC pursuant to the terms and conditions of the *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* [Docket No. 220] (the "Final DIP Order") and that certain Senior Secured Superpriority, Debtor-in-Possession Revolving Credit Agreement, dated as of July 29, 2022 (as amended, modified, restated, or supplemented, the "ABL DIP Credit Agreement"), including without limitation against the Buyer, and (d) any collections by the Buyer of Excluded Accounts shall be held in trust for the benefit of Sellers, and any collections by Sellers or PNC of accounts and/or receivables of the Business within the scope of Section 2.01(g) of the Asset Purchase Agreement shall be held in trust for the benefit of the Buyer and promptly turned over by Sellers or PNC, as applicable, in both cases in accordance with the terms and conditions of any Transition Services Agreements or similar agreements that may be entered into by the Debtors and the Buyer.

40. No Bulk Sales; No Brokers. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the 365 Sale Transaction.

41. Failure to Specify Provisions; Conflicts. The failure specifically to mention any particular provisions of the Asset Purchase Agreement or any related agreements in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court, the Debtors and the Buyer that the Asset Purchase Agreement and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties thereto in accordance with this Sale Order. In the event there is a direct conflict between

the terms of this Sale Order and the terms of the Asset Purchase Agreement, the terms of this Sale Order shall control.

42. Allocation of Consideration. Except as otherwise provided in this Sale Order and the Asset Purchase Agreement, all rights of the respective Debtors' estates with respect to the allocation of consideration received from the Buyer in connection with the 365 Sale Transaction are expressly reserved for later determination by this Court and, to the extent consideration is received by any Debtor that is determined to be allocable to another Debtor, such other Debtor shall have a claim against the recipient Debtor with the status of an expense of administration in the case of the recipient Debtor under Bankruptcy Code section 503(b).

43. Use of Proceeds. Notwithstanding anything in this Sale Order or the Asset Purchase Agreement to the contrary, the Term Loan DIP Liens and the ABL DIP Liens (as defined in the Final DIP Order) shall attach to all cash proceeds of the 365 Sale Transaction in accordance with the Final DIP Order. Such proceeds shall be retained by the Debtors and shall not be disbursed absent consent of the Required Term Loan DIP Lenders, Required ABL DIP Lenders, and the Committee (only to the extent of the Committee's settlement contained in the Final DIP Order) or further order of the Court, which order may be an order confirming the Debtors' chapter 11 plan.

44. Insurance Policies. Notwithstanding anything to the contrary in the Motion, the Bidding Procedures, the Bidding Procedures Order, any Asset Purchase Agreement, the Assumption and Assignment Procedures, the Proposed Assumed Contracts Notice, any Assumption and Assignment Notice or cure notice, or this Order, nothing shall permit or otherwise effect a sale, an assignment or any other transfer of (a) any insurance policies that have been issued by ACE American Insurance Company, Federal Insurance Company, and any of their U.S.-based affiliates and successors (collectively, and each in their capacities as insurers and not issuers of

surety bonds, surety guaranties, or surety-related products the "Chubb Companies") and all agreements, documents or instruments relating thereto (collectively, but exclusive of the Master Agreement (as defined below), the "Chubb Insurance Contracts"), (b) any rights, proceeds benefits, claims, rights to payments and/or recoveries under such Chubb Insurance Contracts, (c) that certain Event Contract Agreement, dated June 16, 2017, by and between Chubb Hotel and Conference Center and Sungard Availability Services, LP; and/or (d) that certain Master Agreement for U.S. Availability Services, dated January 1, 2005, by and between Chubb INA Holdings, Inc. (f/k/a ACE INA Holdings, Inc.) and Sungard Availability Services, LP (the "Master Agreement"); *provided, however*, that to the extent any claim with respect to the Purchased Assets arises that is covered by the Chubb Insurance Contracts, the Debtors may pursue such claim in accordance with the terms of the Chubb Insurance Contracts, and, if applicable, turn over to the Buyer any such insurance proceeds (each, a "Proceed Turnover"), *provided, further, however*, that the Chubb Companies shall not have any duty to effectuate a Proceed Turnover or liability related to a Proceed Turnover.

45. Surety. Notwithstanding any other provision of this Sale Order or the Transaction Documents, the rights of Westchester Fire Insurance Company, Federal Insurance Company, ACE INA Insurance, Federal Insurance Company and ACE American Insurance Company and their affiliated sureties (individually and collectively, the "Surety") against the Debtors and/or their non-debtor affiliates in connection with or arising out of: (i) any surety bonds and/or related instruments previously or in the future issued and/or executed by the Surety on behalf of any of the Debtors and/or any of their non-debtor affiliates (each a "Bond" and collectively the "Bonds"); (ii) any indemnity or indemnity-related agreement, including that certain General Agreement of Indemnity executed on or about June 26, 2019 by Debtors Sungard AS New Holdings III, LLC and Sungard

Availability Services LP, as indemnitor, in favor of the Surety, as indemnitee (collectively, the "Indemnity Agreement"); and (iii) any related documents, ((i), (ii), and (iii), collectively, are hereafter referred to as the "Surety Documents"), are neither affected nor impaired by the Transaction Documents. Unless otherwise agreed to by the Surety in writing, each of the Bonds relating to the Purchased Assets will be replaced by the Buyer on or before the Closing Date (as defined in the Asset Purchase Agreement) such that any applicable Bonds are fully released and fully discharged such that the Surety's actual or potential liability thereunder is extinguished ("Discharge Obligation"). In addition, the rights of the Surety (or its affiliate(s)) in connection with any collateral in favor of the Surety or letter of credit (and any amendment(s) or modification(s) thereto) relating to any of the Debtors or their non-debtor affiliates, including that certain Irrevocable Standby Letter of Credit and amendments thereto issued by PNC in the amount of $1 million dollars in favor of among others, the Surety (the "LOCs"), and any and all proceeds thereof, shall not be affected or impaired by the Transaction Documents.

46. Notwithstanding any other provision in the Sale Documents, if there is a security deposit in favor of a landlord under or in connection with a lease for which a Bond was issued, then the sale shall be subject to the landlord's rights in and to the security deposit. Further, notwithstanding any other provision in the Transaction Documents, unless the Surety provides its express written consent, the Surety Documents may not be assumed, assumed and assigned, or otherwise used in any manner for the direct or indirect benefit of any buyer. Notwithstanding anything herein to the contrary, the Surety reserves its rights to: refuse to modify, extend the term of, or increase the amount of, any bond, including any of the Bonds; cancel, terminate or take any other action with respect to the Bonds, to the extent permitted by law; and refuse to issue any new bond to the Debtors, their non-debtor affiliates or any other person or entity.

47. Customer Property. Notwithstanding any provision of this Order or the terms of the Asset Purchase Agreement to the contrary, nothing in this Sale Order or the Asset Purchase Agreement shall authorize the Debtors' sale of equipment, data or other assets owned by iconectiv LLC f/k/a Telcordia Technologies, Inc. or ELC Beauty LLC, Adecco IT Services, Avon Products, Inc., Lanxess Deutschland GMBH, ams-OSRAM AG or HCL America Inc. and located in any data center operated by the Debtors as of the Petition Date, and such equipment, data or other assets shall not be included in the Purchased Assets.

48. Taxing Authorities. In resolution of the objection filed by (i) City of Allen, Allen Independent School District, Dallas County, Harris County, Irving Independent School District and Tarrant County (ii) Collin County, Collin County Community College District, and (iii) Maricopa County Treasurer (collectively, "Taxing Authorities"), the liens, if any, on the Debtors' assets securing incurred tax obligations (the "Tax Liens") held by the Taxing Authorities shall attach to the proceeds of the sale of any of the Debtors' assets located in the state of Texas and the State of Arizona, to the same extent and with the same priority as such Tax Liens attached to such assets immediately prior to the Closing. The Debtors shall not pay to the DIP Agents or the DIP Lenders (as defined in the Final DIP Order) any proceeds from the sale of any of the Debtors' assets located in the state of Texas or the state of Arizona, as applicable, to the extent such Tax Liens are valid, senior to the Prepetition Liens (as defined in the Final DIP Order) (with respect to taxes arising prior to the Petition Date) or the DIP Liens (as defined in the Final DIP Order) (with respect to taxes arising on or after the Petition Date) as a matter of law, perfected and unavoidable, without a reserve for any such Tax Liens in the amount of $75,000.00 (the "Reserve Amount"). The Reserve Amount shall be set aside, until all prepetition claims of the Taxing Authorities have been paid, dismissed, or otherwise resolved and after which any remaining funds

will be made available for distribution to creditors in accordance with the terms of the Debtors' plan, by the Debtors in a segregated account as adequate protection for the Taxing Authorities this Reserve Account shall be on the order of adequate protection and shall constitute neither the allowance of the claims of the Taxing Authorities, nor a cap on the amounts they may be entitled to receive. Furthermore, the claims and liens of the Taxing Authorities shall remain subject to any objections any party would otherwise be entitled to raise as to the priority, validity or extent of such liens. These funds may be distributed only upon agreement between the Taxing Authorities and the Debtors, or by subsequent order of the Court, duly noticed to the Taxing Authorities. The Taxing Authorities shall retain their liens against the Purchased Assets to secure payment of the Buyer's pro-rated share of taxes for the period after the Closing Date with such lien retention continuing until payment is made to satisfy the Buyer's pro-rated portion of the ad valorem taxes. It is the responsibility of the Debtors and the Buyer to agree upon the correct apportionment of taxes with respect to their ownership periods. To the extent the Debtors and Buyer wish to contest any ad valorem tax as set forth in the Asset Purchase Agreement, the Debtors and Buyer may jointly participate in any tax contest to the extent such remedy exists pursuant to nonbankruptcy law.

49. Subsequent Plan Provisions and Orders of the Court. The Debtors shall not propose a chapter 11 plan or request entry of an order in these cases that conflicts with or derogates from the terms of this Sale Order. Nothing contained in any chapter 11 plan to be confirmed in these cases or any order to be entered in these cases (including any order entered after conversion of these chapter 11 cases under chapter 7 of the Bankruptcy Code) shall alter, conflict with or derogate from, the rights, benefits, protections and consideration provided to the Buyer under the Asset

Purchase Agreement or this Sale Order, and to the extent of any inconsistency, this Sale Order shall govern.

50. Further Assurances. From time to time, as and when requested, all parties to the 365 Sale Transaction shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the requesting party may reasonably deem necessary or desirable to consummate the 365 Sale Transaction, including such actions as may be necessary to vest, perfect or confirm or record or otherwise in the Buyer its right, title and interest in and to the Purchased Assets.

51. Governing Terms. To the extent this Sale Order is inconsistent with any prior order or pleading in these cases, the terms of this Sale Order shall govern. To the extent there is any inconsistency between the terms of this Sale Order and the terms of the Asset Purchase Agreement (including all ancillary documents executed in connection therewith), the terms of this Sale Order shall govern.

52. Modifications. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof (after consultation with the Consultation Parties), without further order of this Court; *provided* that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates. To the extent that any provision of the Asset Purchase Agreement conflicts with or is, in any way, inconsistent with any provision of this Sale Order, this Sale Order shall govern and control. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion, the terms of this Sale Order shall govern.

53. Automatic Stay. The automatic stay pursuant to Bankruptcy Code section 362 is hereby modified with respect to the Debtors to the extent necessary, without further order of this Court, to allow the Buyer to deliver any notice provided for in the Asset Purchase Agreement and allow the Buyer to take any and all actions permitted or required under the Asset Purchase Agreement in accordance with the terms and conditions thereof. The Buyer shall not be required to seek or obtain any further relief from the automatic stay under Bankruptcy Code section 362 to enforce any of its remedies under the Asset Purchase Agreement or any other sale-related document.

54. No Stay of Order; Further Instruments; Appeals. Notwithstanding Bankruptcy Rules 6004(h), 6006(d) and 7062, this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. Neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents or other instruments in order to effectuate, consummate and implement the provisions of this Sale Order.

55. Servers and IT Equipment. Upon consummation of the Sale, and to the extent applicable, the Debtors may retain originals or copies of, and preserve in accordance with their discovery obligations, all hard copy documents and data and information that constitute Purchased Assets and any other document, data or information stored on or in servers, backup devices, mobile devices, electronic storage devices or miscellaneous IT equipment, in each case, that constitutes Purchased Assets, currently in the Debtors' possession, custody or control pertaining to pending or threatened litigation or necessary to administer these cases.

56. Notice of Sale Closing Date. Within one business day of the occurrence of the Closing Date of the 365 Sale Transaction, the Debtors shall file and serve a notice of same (the "Notice of Sale Closing Date").

57. Retention of Jurisdiction. This Court shall retain exclusive jurisdiction to interpret, implement and enforce the terms and provisions of this Sale Order, the Bidding Procedures Order and the Asset Purchase Agreement, including all amendments thereto and any waivers and consents thereunder and each of the Transaction Documents and other agreements executed in connection therewith, and decide any issues or disputes concerning this Sale Order and the Asset Purchase Agreement or the rights and duties of the parties hereunder or thereunder, including the interpretation of the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Purchased Assets.

58. The Debtors are authorized to take all actions necessary or appropriate to effectuate the relief granted in respect of the Purchased Assets pursuant to this Sale Order.

59. Notwithstanding anything to the contrary in this Sale Order and the Transaction Documents, the Debtors intend to seek recognition of this Sale Order from the Canadian Court with respect to certain Purchased Contracts and Purchased Assets that Sungard AS Canada is party to or owns.

60. The provisions of this Sale Order are non-severable and mutually dependent.

61. The requirements set forth in Bankruptcy Rule 6004(a) and Local Rule 6004-1 are satisfied.

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

Signed: August 31, 2022.

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Asset Purchase Agreement

CONFIDENTIAL

Execution Version

ASSET PURCHASE AGREEMENT

BY AND AMONG

SUNGARD AVAILABILITY SERVICES, L.P.,

THE OTHER SELLERS LISTED HEREIN,

365 SG OPERATING COMPANY LLC

AND

365 OPERATING COMPANY LLC

DATED AS OF JULY 28, 2022

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of July 28, 2022 (the "**Agreement**"), by and among Sungard Availability Services, L.P., a Pennsylvania limited partnership ("**Sungard L.P.**") and each of its Affiliates listed on Exhibit A to this Agreement (together with Sungard L.P., the "**Sellers**"), 365 SG Operating Company LLC, a Delaware limited liability company (the "**Buyer**"), and 365 Operating Company LLC, a Delaware limited liability company (the "**Guarantor**").

RECITALS

WHEREAS, the Sellers are engaged in the North American business of the datacenter-based provision of colocation services, network services and workplace services in respect thereof performed or provided by the Sellers in the data center locations listed on Schedule 2.01(a) (collectively, the "**Business**");

WHEREAS, the Sellers, with Sungard AS New Holdings, LLC, a Delaware limited liability company ("**Sungard AS**") and certain of its Affiliates, have sought relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (as amended, the "**Bankruptcy Code**") by filing cases (the "**Chapter 11 Cases**") in the United States Bankruptcy Court for the

Southern District of Texas, Houston Division (the "**Bankruptcy Court**") on April 11, 2022 (the "**Petition Date**");

WHEREAS, (a) the Sellers desire to sell, transfer, assign, convey and deliver to the Buyer, and the Buyer desires to purchase, acquire and accept from the Sellers, all of the Sellers' right, title and interest in and to the Purchased Assets free and clear of all Liens and claims, other than Assumed Liabilities and Permitted Liens, and (b) the Sellers desire to transfer and assign to the Buyer, and the Buyer desires to assume from the Sellers, all of the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, Sections 105, 363 and 365 of the Bankruptcy Code, all on the terms and subject to the conditions set forth in this Agreement and the Sale Order, and subject to the entry of the Sale Order; and

WHEREAS, in order to induce the Sellers to enter into the transaction, the Guarantor has agreed to guarantee the obligations of the Buyer; and

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE 1
DEFINITIONS

SECTION 1.01 *Definitions*.

(a) The following terms, as used herein, have the following meanings:

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person.

"**Ancillary Agreements**" means the Bill of Sale, Assignment and Assumption Agreement, Intellectual Property Assignment Agreements, each offer letter entered into with a Business Employee, the Transition Services Agreements, and each other agreement, document or instrument (other than this Agreement) executed and delivered by the parties hereto in connection with the consummation of the transactions contemplated by this Agreement.

"**Benefit Plan**" means any plan, program, arrangement or agreement that is a compensation, pension, profit-sharing, savings, retirement, employment, consulting, severance pay, termination, executive compensation, incentive compensation, deferred compensation, bonus, stock purchase, stock option, phantom stock or other equity-based compensation, change in control, retention, salary continuation, vacation, sick leave, disability, death benefit, group insurance, hospitalization, medical, dental, life, Code Section 125 "cafeteria" or "flexible" benefit, employee loan, educational assistance or fringe benefit plan, program, arrangement or agreement, whether written or oral, including any (i) "employee benefit plan" within the meaning of Section 3(3) of ERISA or (ii) other employee benefit plans, agreements, programs, policies, arrangements or payroll practices, whether or not subject to ERISA, in each case, (x) which is sponsored, maintained, administered or contributed to, or required to be contributed to, by the Sellers or any

ERISA Affiliate, (y) under which any current or former employee or any dependent or beneficiary thereof has any present or future right to benefits, but excluding those plans, programs, arrangements or agreements that are maintained by a Governmental Entity and (z) under which any of the Sellers has any current or potential liability.

"**Business Day**" means a day other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Law to close.

"**Closing Date**" means the date of the Closing.

"**CMS Assets**" means the assets of Sungard AS and its Affiliates used in the operation of their North American cloud and managed services business and that are not "Purchased Assets" as defined in this Agreement or Eagle Assets.

"**COBRA**" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**DIP Financing Order**" means the final order (i) authorizing the Sellers to Obtain Postpetition Financing, (ii) authorizing the Sellers to Use Cash Collateral, (iii) authorizing the Sellers 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 [Docket No. 220].

"**Eagle Assets**" means the assets of Sungard AS and its Affiliates used in the operation of their recovery services business and that are not "Purchased Assets" as defined in this Agreement or CMS Assets.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended and the rules and regulations promulgated thereunder.

"**ERISA Affiliate**" means any trade or business that is, or was at any relevant time, treated as a single employer with any Seller under Section 414 of the Code or Section 4001 of ERISA.

"**Governmental Entity**" means (i) any supranational, national, federal, state, provincial, county, municipal, local, or foreign government or any entity exercising executive, legislative, judicial, regulatory, taxing, or administrative functions of or pertaining to government, (ii) any public international governmental organization or (iii) any agency, division, bureau, department, commission, board, arbitral or other tribunal, branch or other political subdivision of any government, entity or organization described in the foregoing clause (i) or (ii) of this definition (including patent and trademark offices and self-regulatory organizations).

"**Intellectual Property**" means all intellectual property rights, including all (i) U.S. and Canadian trademarks, service marks, trade names, mask works, inventions, discoveries, developments, patents, trade secrets, copyrights and copyrightable material, (iii) technology rights, including software, (iii) know-how, ideas or any other similar type of proprietary information or

property right and (iv) all improvements, updates or modifications any of the foregoing and all applications for, and registrations of, any of the foregoing.

"**Intercompany Payables**" means any accounts payable, trade payables and other amounts payable owed to a Seller or an Affiliate thereof by or from a Seller or Affiliate thereof.

"**Intercompany Receivables**" means any accounts receivable, trade receivables and other amounts receivable owed to a Seller or an Affiliate thereof by or from a Seller or Affiliate thereof.

"**Key Employee**" means each of those individuals set forth on Schedule 1.01(b).

"**Knowledge of Sellers, Sellers' Knowledge**" or any other similar knowledge qualification in this Agreement means to the actual knowledge after due inquiry of Mike Robinson, Terrence Anderson and Jim Patterson.

"**Law**" means any law (including common law), statute, requirement, code, rule, regulation, order, ordinance, judgment or decree or other pronouncement of any Governmental Entity.

"**Lien**" means, with respect to any property or asset included in the Purchased Assets, any mortgage, deed of trust, lien (including workman, mechanics or materialman's liens), pledge, charge, security interest, option, easement, trust, restriction or encumbrance, in respect of such property or asset.

"**Material Adverse Effect**" means any change, effect, event, occurrence, circumstance, state of facts or development that, individually or in the aggregate with all other changes, effects, events, occurrences, circumstances, states of facts or developments, (i) is, or would reasonably be expected to be, materially adverse to the ability of any of the Sellers to timely consummate the transactions contemplated hereby, or (ii) has had, or would reasonably be expected to have, a material adverse effect on the condition (financial or otherwise), business, assets, liabilities or results of operations of the Business, the Purchased Assets and Assumed Liabilities, but, solely for purposes of this clause (ii), shall exclude any effect resulting or arising from: (A) the transactions contemplated hereby or by any of the Ancillary Agreements or the public announcement thereof, (B) changes or conditions generally affecting the industries in which any Seller operates to the extent that such change or condition does not disproportionately affect the Sellers as compared to other Persons or businesses that operate in the industry in which the Sellers operate, (C) changes in economic, regulatory or political conditions generally or (D) changes directly resulting from judicially approved actions in the Chapter 11 Cases.

"**Permitted Liens**" means with respect to the Purchased Assets (i) Liens for Taxes not yet due or delinquent or that are being contested in good faith by appropriate proceedings, (ii) statutory or common law liens (including statutory or common law liens of landlords) and rights of set-off of carriers, warehousemen, mechanics, repairmen, workmen, suppliers and materialmen, in each case, incurred in the ordinary course of business (A) for amounts not yet due or (B) for amounts as to which payment and enforcement is stayed under the Bankruptcy Code or pursuant to orders of the Bankruptcy Court, (iii) rights of setoff or banker's liens upon deposits of cash in favor of banks or other depositary institutions, (iv) pledges or deposits under worker's compensation,

unemployment insurance and social security Laws to the extent required by applicable Law, (v) rights of third parties pursuant to ground leases, leases, subleases, licenses, concessions or similar agreements, (vi) easements, covenants, conditions, restrictions and other matters of record or defects or imperfections of title with respect to any owned or personal property, (vii) local, county, state and federal ordinances, regulations, building codes, variances, exceptions or permits (including such ordinances, regulations, building codes, variances, exceptions or permits relating to zoning), now or hereafter in effect, relating to any leased real property, (viii) restrictions or requirements set forth in any permits relating to the Business, (ix) violations, if any, arising out of the adoption, promulgation, repeal, modification or reinterpretation of any order or Law which occurs subsequent to the date hereof, (x) Liens caused by or resulting from the acts or omissions of the Buyer or any of its Affiliates, employees, officers, directors, agents, contractors, invitees or licensees, (xi) Liens arising by operation of Law under Article 2 of any state's Uniform Commercial Code (or successor statute) in favor of a seller of goods or buyer of goods, (xii) Liens extinguished by the Sale Order, and (xiii) licenses or other grants of rights to use or obligations with respect to Intellectual Property.

"**Person**" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"**Pre-Closing Tax Period**" means any taxable period ending on or before the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period allocated to the Pre-Closing Tax Period pursuant to this Agreement.

"**Property Taxes**" means all real property Taxes, personal property Taxes and similar ad valorem obligations levied with respect to the Purchased Assets for any taxable period.

"**Sale Hearing**" means the hearing conducted by the Bankruptcy Court to consider approval of the transactions contemplated by this Agreement.

"**Seller Intellectual Property**" means (i) all Intellectual Property owned or purported to be owned by any Seller and used primarily in the Business and (ii) to the extent transferable, any Intellectual Property that is licensed or purported to be licensed to any of the Sellers and used primarily in the Business, in each case, other than Intellectual Property that is an Excluded Asset.

"**Tax**" or "**Taxes**" means (i) any federal, state, local, or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, escheat and unclaimed property, branch, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, goods and services, alternative or add-on minimum, estimated, Universal Service Fund and Telecommunications Relay Service fees and related charges, or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner (including, but not limited to, withholding on amounts paid to or by any Person), and including any interest, penalty, or addition thereto, whether disputed or not, or (ii) liability for the payment of any amounts of the type described in (i) as a result of being party to any agreement or any express or implied obligation to indemnify any other Person.

"**Tax Return**" means any and all returns, reports, declarations, elections, schedules, attachments, notices, forms, designations, filings, and statements (including estimated Tax Returns and reports, withholding Tax Returns and reports, information returns and reports, and any amendments to any such documents) filed or required to be filed in respect of the determination, assessment, collection or payment of any Taxes or in connection with the administration, implementation or enforcement of any applicable Law relating to any Taxes.

"**Taxing Authority**" means any Governmental Entity responsible for the imposition of any such Tax (domestic or foreign).

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	**Section**
Agreement	Preamble
Allocation Statement	2.06(b)
Allocation Statement Notice	2.06(b)
Assignment and Assumption Agreement	2.09(a)(ii)
Assumed Liabilities	2.03
Avoidance Actions	2.02(g)
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Bidding Procedures	7.04(b)
Bill of Sale	2.09(a)(i)
Business	Recitals
Business Employee	9.01(a)
Buyer	Preamble
Buyer Obligations	13.01
Buyer Plan	9.01(c)
Chapter 11 Cases	Recitals
Chapter 11 Contracts	2.01(e)
Closing	2.08
Cure Costs	2.05(a)
Designation Deadline	2.05(f)
Disclosure Schedules	Article 3
Escrow Agent	2.07
Excluded Assets	2.02
Excluded Contracts	2.02(c)
Excluded Liabilities	2.04
Good Faith Deposit	2.07
Guarantor	Preamble
Intellectual Property Assignment Agreements	2.09(a)(iii)
Licenses	2.01(f)
Master Services Agreement	2.09(a)(vi)
Outside Date	12.01(b)
Petition Date	Recitals
Post-Petition Contracts	2.01(d)

Purchased Assets	2.01
Purchased Contracts	2.01(e)
Purchased Licenses	2.01(f)
Purchase Price	2.06(a)
Real Property	3.12(a)
Restrictive Covenants Contracts	2.01(n)
Sale Order	7.04(a)
Sellers	Preamble
Sungard L.P.	Preamble
Sungard AS	Recitals
Sungard AS's Allocation Notice	2.06(b)
Tax Contest	8.01(b)
Transferred Employee	9.01(a)
Transfer Taxes	8.01(c)
Transition Services Agreements	2.09(a)(iv)
WARN Act	3.14(c)

ARTICLE 2
PURCHASE AND SALE

SECTION 2.01 *Purchase and Sale*. Except as otherwise provided herein, upon the terms and subject to the conditions of this Agreement, the Buyer agrees to purchase from the Sellers and each Seller agrees to sell, convey, transfer, assign and deliver, or cause to be sold, conveyed, transferred, assigned and delivered, to the Buyer at the Closing, free and clear of all Liens and claims, other than Assumed Liabilities and Permitted Liens, all of such Seller's right, title and interest in, to and under the assets, properties and businesses, of every kind, nature and description, owned, held or used (except as set forth below in this Section 2.01) primarily in the conduct of the Business by the Sellers as the same shall exist on the Closing Date, whether real, personal or mixed, whether tangible or intangible, and wherever located (the "**Purchased Assets**"), including, without limitation and notwithstanding anything herein to the contrary, all right, title and interest of the Sellers in, to and under the following Purchased Assets to the extent owned, held or used (except as set forth below in this Section 2.01) primarily in the conduct of the Business:

(a) the real property and leases of, and other interests in, real property, in each case together with all buildings, fixtures and improvements erected thereon, listed on Schedule 2.01(a);

(b) all personal property and interests, including leasehold interests, therein, as set forth on Schedule 2.01(b);

(c) all supplies and other inventories to which the Sellers have title that are in the possession of the Sellers or any third party and used for or held for use primarily in connection with any Purchased Asset, except as listed on Schedule 2.02(m);

(d) all contracts, agreements, leases, licenses, commitments, sales and orders, of any Seller, in each case executed after the Petition Date that are listed and separately identified on Schedule 2.01(e), (collectively, the "**Post-Petition Contracts**");

(e) all executory contracts and unexpired leases of any Seller that are listed and separately identified on Schedule 2.01(e), (collectively, the "**Chapter 11 Contracts**"; together with Post-Petition Contracts and the Restrictive Covenants Contracts, the "**Purchased Contracts**");

(f) all transferable licenses, permits or other governmental authorizations of any Seller that are listed and separately identified on Schedule 2.01(e), (the "**Purchased Licenses**");

(g) all accounts, notes and other receivables outstanding as of the Closing that are for services performed on or after Closing and listed and separately identified on Schedule 2.01(g) (excluding the Intercompany Receivables);

(h) all Seller Intellectual Property listed on Schedule 2.01(h) and all of the Sellers' rights therein, including all rights to sue for and recover and retain damages for present and past infringement thereof;

(i) copies of all books, records, files and papers listed on Schedule 2.02(i), whether in hard copy or electronic format, relating to the Purchased Assets;

(j) all goodwill associated with the Business, Purchased Assets and Assumed Liabilities;

(k) all insurance proceeds, condemnation awards or other compensation in respect of loss or damage to any of the Purchased Assets to the extent occurring on or after the date hereof, and all rights and claims of the Sellers to any such insurance proceeds, condemnation awards or other compensation not paid by the Closing, but excluding any insurance proceeds used for repair of casualty to the extent occurring prior to the Closing Date;

(l) to the extent transferable, the insurance policies that are set forth on Schedule 2.01(l), including any claims, credits, causes of action or rights thereunder;

(m) (i) mechanical and electrical generation and distribution gear, including but not limited to generators, transformers (if applicable), switchgear, cabinets, cages, cabling and cabling racks, floor and ceiling tiles, chillers, cooling towers, fuel tanks, uninterrupted power supply systems, power distribution units, air conditioning gear, ventilation and related gear, (ii) building management and access systems and infrastructure maintenance systems and records, and (iii) all network equipment, including the juniper core routers and cisco distribution switches for the core networking in the real property located on Schedule 2.01(a) and any ancillary locations, owned or leased by Sellers required to deliver existing network services of the Business, in each case, provided that such gear or system is owned or leased by the Sellers, that are located at, or servicing, the properties listed on Schedule 2.01(a), together with any related software with respect to such gear or systems, except as listed on Schedule 2.02(m);

(n) all contracts providing for non-disclosure or confidentiality, invention and Intellectual Property assignment, and non-disparagement, non-solicitation and non-competition covenants for the benefit of any of the Sellers with current or former employees, consultants or contractors of the Sellers or with any third parties relating primarily to the Business or the Purchased Assets (the "**Restrictive Covenants Contracts**"), including those that are listed and separately identified on Schedule 2.01(e); and

(o) all security deposits and deposits of any kind related to the Purchased Assets, excluding any utility deposits.

SECTION 2.02 *Excluded Assets*. The Buyer expressly understands and agrees that the following assets and properties of the Sellers (the "**Excluded Assets**") shall be excluded from the Purchased Assets:

(a) all of the Sellers' cash and cash equivalents on hand (including all undeposited checks) and in banks;

(b) any insurance policies not set forth on Schedule 2.01(l), including any claims, credits, causes of action or rights under any such not-listed policy;

(c) all rights and obligations under the contracts, agreements, understandings, leases, licenses, commitments, sales and purchase orders and other instruments that are listed on Schedule 2.02(c) (collectively, the "**Excluded Contracts**");

(d) all of the books, records, files and papers, whether in hard copy or electronic format are listed on Schedule 2.02(d);

(e) all rights of the Sellers arising under this Agreement, the Ancillary Agreements or the transactions contemplated hereby or thereby;

(f) any Purchased Asset sold or otherwise disposed pursuant to Section 5.01(b) prior to the Closing Date;

(g) (i) all avoidance claims or causes of action available to the Sellers under Chapter 5 of the Bankruptcy Code (including Sections 544, 545, 547, 548, 549, 550 and 553) or any similar actions under any other applicable Law (collectively, "**Avoidance Actions**") against any Person; *provided*, *however*, that it is understood and agreed by the parties that the Sellers will not pursue or cause to be pursued any Avoidance Actions and (ii) any proceeds of any settlement actually received prior to the Closing of any claims, counterclaims, rights of offset or other causes of action of any of the Sellers against any Person;

(h) all receivables, claims or causes of action to the extent that they relate to any of the Excluded Assets or Excluded Liabilities;

(i) all Intercompany Receivables;

(j) all assets set forth on Schedule 2.02(j) which, for the avoidance of doubt, will reflect all of the Sellers' and their Affiliates right, title and interest in, to and under the assets, properties and business that do not constitute "Purchased Assets" as set forth in this Agreement;

(k) all Benefit Plans and any assets, trust agreements, insurance policies, administrative services agreements and other contracts, files and records in respect thereof;

(l) all licenses, permits or other governmental authorizations that are not set forth on Schedule 2.01(e) (the "**Excluded Licenses**"); and

(m) any asset owned by the Sellers that is not a Purchased Asset including for the avoidance of doubt, any and all CMS Assets and Eagle Assets and causes of action relating to the rights under the DIP Financing Order and any commercial tort claims that do not relate to Purchased Assets, listed on Schedule 2.02(m).

SECTION 2.03 *Assumed Liabilities*. Upon the terms and subject to the conditions of this Agreement, the Buyer agrees, effective at the time of the Closing, to assume the following liabilities and obligations and agrees to pay, perform and discharge, when due, in accordance with their respective terms all of the liabilities and obligations of the Sellers with respect to, arising out of or relating to the following (the "**Assumed Liabilities**"):

(a) all liabilities and obligations arising under the Purchased Contracts and the Purchased Licenses (including all Cure Costs relating to the Purchased Contracts) arising from and after the Closing;

(b) all liabilities in respect of customers party to Purchased Contracts, including all customer claims against any Seller arising from and after the Closing;

(c) the ownership, possession or use of the Purchased Assets and the Buyer's operation of the Business, in each case, from and after the Closing;

(d) all accounts payable, accrued expenses and other trade obligations arising in the ordinary course of the Business in respect of the Purchased Assets incurred from and after the Closing, excluding Intercompany Payables;

(e) all liabilities for Taxes with respect to the Purchased Assets or the operation of the Business that are incurred in, or attributable to any tax period that begins on or after the Closing Date (and Taxes for the Straddle Period not allocated to the Pre-Closing Tax Period pursuant to Section 8.01(c); and

(f) all liabilities set forth on Schedule 2.03(f).

SECTION 2.04 *Excluded Liabilities*. Notwithstanding any provision in this Agreement, any Ancillary Agreement or any other writing to the contrary, the Buyer is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of any Seller or any Affiliate thereof of whatever nature, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, real or potential whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained by and remain obligations and

liabilities of the Sellers (all such liabilities and obligations not being assumed being herein referred to as the "**Excluded Liabilities**"). For the avoidance of doubt, except as otherwise provided in Section 8.01(c) with respect to Transfer Taxes, Excluded Liabilities shall include (i) any and all liability for Taxes (or the non-payment thereof) imposed on: (A) income of the Sellers, regardless of the taxable period to which such Taxes relate (excluding any such Taxes that are an Assumed Liability); and (B) the Purchased Assets or the operation of the Business that are incurred in, or attributable to any Pre-Closing Tax Period and (ii) any and all liabilities with respect to (A) Benefit Plans, whether arising before, at or after Closing, (B) all Business Employees who do not become Transferred Employees, whether arising before, at or after Closing, and (C) all Business Employees to the extent arising before or at the Closing.

SECTION 2.05 *Assignment of Contracts and Rights*.

(a) Schedule 2.01(e) sets forth with respect to each Purchased Contract, the Sellers' good-faith estimate of the amount required to be paid with respect to each Purchased Contract to cure all monetary defaults under such Purchased Contract to the extent required by Section 365(b) of the Bankruptcy Code and otherwise satisfy all requirements imposed by Section 365(d) of the Bankruptcy Code (the actual amount of such costs, the "**Cure Costs**"). The Buyer may identify any Purchased Contract that the Buyer no longer desires to have assigned to it in accordance with Section 2.05(f). All contracts of the Sellers that are not listed on Schedule 2.01(e) shall not be considered a Purchased Contract or Purchased Asset.

(b) Prior to the Closing, the Sellers shall take all actions reasonably required to assume and assign the Purchased Contracts to the Buyer, including commencing appropriate proceedings before the Bankruptcy Court, as applicable, and otherwise taking all reasonably necessary actions in order to determine the Cure Costs with respect to any Purchased Contract, including the right (subject to Section 5.01) to negotiate in good faith and litigate, if necessary, with any Purchased Contract counterparty the Cure Costs needed to cure all monetary defaults under such Purchased Contract, in all cases, in reasonable consultation with the Buyer. If the Sellers, the Buyer, and the counterparty to a Purchased Contract are unable to reach mutual agreement regarding any dispute with respect to Cure Costs, the Sellers shall seek a hearing before the Bankruptcy Court, which hearing may be the Sale Hearing, to determine Cure Costs. Notwithstanding the foregoing, if the Bankruptcy Court allows a Cure Cost in excess of the amount listed on Schedule 2.01(e), then the Buyer shall be entitled, in its sole discretion, to either (i) to re-designate the contract as an Excluded Contract (including, notwithstanding Section 2.05(f), if the Designation Deadline shall have passed), or (ii) reduce the Purchase Price by the amount such aggregate excess exceeds $500,000; provided that such Purchase Price reduction shall not exceed $3,000,000. The Parties shall use reasonable efforts in good faith to cooperate in regard to any negotiation with the counterparty to a Purchased Contract regarding the amount of the Cure Cost for such contract and the allowance thereof by the Bankruptcy Court including in the event that such counterparty asserts or proposes a Cure Cost amount in excess of the amount listed on Schedule 2.01(e) and (on a confidential basis) the Parties shall share with each other the relevant information underlying their respective assessments and calculations of such Cure Cost.

(c) To the maximum extent permitted by the Bankruptcy Code and subject to the other provisions of this Section 2.05, on the Closing Date, the Sellers shall assign to the Buyer the Purchased Contracts pursuant to Section 365 of the Bankruptcy Code and the Sale Order,

subject to the provision of adequate assurance by the Buyer as may be required under Section 365 of the Bankruptcy Code and payment by the Buyer of the Cure Costs in respect of the Purchased Contracts. All Cure Costs in respect of all of the Purchased Contracts shall promptly (including following the Closing to the extent the Cure Costs are not paid at the Closing) be paid by the Buyer.

(d) To the maximum extent permitted by the Bankruptcy Code and subject to the other provisions of this Section 2.05, the Sellers shall transfer and assign all of the Purchased Contracts to the Buyer and the Buyer shall assume all of the Purchased Contracts from the Sellers, as of the Closing Date, pursuant to Sections 363 and 365 of the Bankruptcy Code. Notwithstanding any other provision of this Agreement or in any Ancillary Agreement to the contrary, this Agreement shall not constitute an agreement to assign any contract or any right thereunder if an attempted assignment without the consent of a third party, which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), would constitute a breach or in any way adversely affect the rights of the Buyer or the Sellers thereunder.

(e) Notwithstanding anything in this Agreement to the contrary, to the extent that the sale, transfer, assignment, conveyance or delivery or attempted sale, transfer, assignment, conveyance or delivery to the Buyer of any asset that would be a Purchased Asset or any claim or right or any benefit arising thereunder or resulting therefrom is prohibited by any applicable Law or would require any consent from any Governmental Entity or any other third party and such consents shall not have been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), the Closing shall proceed without any reduction in Purchase Price without the sale, transfer, assignment, conveyance or delivery of such asset. In the event that any failed condition is waived and the Closing proceeds without the transfer or assignment of any such asset, then for a period of three months following the Closing, the Buyer shall use its commercially reasonable efforts at its sole expense and subject to any approval of the Bankruptcy Court that may be required, and the Sellers shall use commercially reasonable efforts to cooperate with the Buyer, to obtain such consent as promptly as practicable following the Closing. Pending the receipt of such consent, for such three-month period following the Closing, the parties shall, at the Buyer's sole expense and subject to any approval of the Bankruptcy Court that may be required, reasonably cooperate with each other to provide the Buyer with all of the benefits and burdens of use of such asset. If consent for the sale, transfer, assignment, conveyance or delivery of any such asset not sold, transferred, assigned, conveyed or delivered at the Closing is obtained, the Sellers shall promptly transfer, assign, convey and deliver such asset to the Buyer. For such three-month period following the Closing, the Sellers shall hold in trust for, and pay to the Buyer, promptly upon receipt thereof, all income, proceeds and other monies received by the Sellers derived from their use of any asset that would be a Purchased Asset in connection with the arrangements under this Section 2.05(e). The parties agree to treat any asset the benefits of which are transferred pursuant to this Section 2.05(e) as having been sold to the Buyer for Tax purposes to the extent permitted by Law.

(f) Notwithstanding anything in this Agreement to the contrary, the Buyer may, in its sole and absolute discretion, amend or revise Schedule 2.01(e) setting forth the Purchased Contracts in order to add any contract to, or eliminate any contract from, such Schedule in each case at any time during the period commencing from the date hereof and ending on the date that is three (3) Business Days before the commencement of the Sale Hearing (the "**Designation Deadline**"). Automatically upon the addition of any contract to Schedule 2.01(e), on or prior to

the Designation Deadline, such contract shall be a Purchased Contract for all purposes of this Agreement. Automatically upon the removal of any contract from Schedule 2.01(e), on or prior to the Designation Deadline, such contract shall be an Excluded Contract for all purposes of this Agreement, and no liabilities arising thereunder shall be assumed or borne by the Buyer unless such liability is otherwise specifically assumed pursuant to Section 2.03. After entry of the Sale Order by the Bankruptcy Court, the Sellers may file one or more motions with the Bankruptcy Court seeking approval under Section 365 of the Bankruptcy Code to reject any or all Excluded Contracts.

SECTION 2.06 *Purchase Price; Incremental Purchase Price; Allocation of Purchase Price*.

(a) In consideration for the Purchased Assets, the Buyer shall, in addition to the assumption of the Assumed Liabilities, including the assumption of the obligation to pay the applicable counterparties of the applicable Purchased Contracts the Cure Costs payable by the Buyer pursuant to Section 2.05, pay to Sungard AS at the Closing an amount equal to $52,500,000 in cash (the "**Purchase Price**") subject to adjustment, pursuant to Section 2.05(b)(ii), this Section 2.06(a), and Schedule 2.06(a)(i) and Schedule 2.06(a)(ii).

(i) The parties hereto agree to the prorations process and methodology set forth on Schedule 2.06(a)(i).

(ii) The parties agree the Purchase Price shall be net, whether up or down, of the adjustments set forth on Schedule 2.06(a)(ii).

(b) Within ninety (90) days after the Closing, the Buyer shall deliver to Sungard AS a proposed allocation of the Purchase Price (and other amounts treated as additional consideration for U.S. federal income Tax purposes) as of the Closing Date among the Purchased Assets determined on a Seller-by-Seller basis in a manner consistent with Section 1060 of the Code and the Treasury Regulations promulgated thereunder ("**Allocation Statement**"). If Sungard AS disagrees with the Allocation Statement, Sungard AS may, within thirty (30) days after delivery of the Allocation Statement, deliver a notice (the "**Sungard AS's Allocation Notice**") to the Buyer to such effect, specifying those items as to which Sungard AS disagrees, the basis for such disagreement, and setting forth Sungard AS's proposed allocation of the Purchase Price (and other amounts treated as additional consideration for U.S. federal income Tax purposes) and file its Tax Returns (and Tax Returns of its Affiliates) using alternative allocations of its choosing. If the Sungard AS's Allocation Notice is duly and timely delivered, Sungard AS and the Buyer shall, during the twenty (20) days immediately following such delivery, use commercially reasonable efforts to reach agreement on the disputed items or amounts in order to determine the allocation of the Purchase Price (and other amounts treated as additional consideration for U.S. federal income Tax purposes). In the event the Parties are unable to resolve any such dispute within such twenty (20) day period, neither the Buyer nor the Sellers will be bound by the Allocation Settlement, and each of the Parties may independently determine its own allocation of the Purchase Price for income Tax purposes and file its Tax Returns (and Tax Returns of its Affiliates) using alternative allocations of its choosing.

(c) The Buyer shall be entitled to deduct and withhold from the Purchase Price all Taxes that the Buyer may be required to deduct and withhold under any provision of Tax Law provided that if a Seller provides a duly executed IRS Form W-9, the Buyer shall not withhold any Taxes from any payment to such Seller. To the extent any such amount is to be so deducted and withheld by the Buyer, such amounts shall be timely paid over to, or deposited with, the relevant Governmental Entity in accordance with the applicable provisions of Tax Law. All such amounts, to the extent deducted and withheld shall be treated for all purposes of this Agreement as having been paid to the Person from whom such amount was deducted and withheld.

SECTION 2.07 *Good Faith Deposit*. On the date of this Agreement as approved by the Sale Order and subject to the terms set forth therein, the Buyer shall deposit into escrow with an escrow agent designated in writing by Sungard AS (the "**Escrow Agent**") an amount equal to $5,250,000 (such amount, the "**Good Faith Deposit**") by wire transfer of immediately available funds. On the date of the termination of this Agreement or the Closing Date, as applicable, Buyer and the Sellers shall provide joint written instructions to the Escrow Agent instructing the Escrow Agent to release the Good Faith Deposit and deliver it promptly to either (a) the Buyer or (b) Sungard AS on behalf of the Sellers as follows:

i. if the Closing shall occur, the Good Faith Deposit shall be applied toward the Purchase Price payable by the Buyer to Sungard AS;

ii. if this Agreement is terminated by the Sellers pursuant to (A) Section 12.01(b) and any of the conditions of Section 10.03 fail to be satisfied or waived or (B) Section 12.01(f), the Good Faith Deposit shall be delivered to Sungard AS; or

iii. if this Agreement is terminated other than in a manner provided by the preceding clause (ii), the Good Faith Deposit shall be returned to the Buyer promptly after termination of this Agreement.

SECTION 2.08 *Closing*. The closing (the "**Closing**") of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities hereunder shall take place at the offices of Akin, Gump, Strauss, Hauer & Feld LLP, One Bryant Park, New York, New York 10036, or in an electronic closing format, as soon as possible, but in no event later than two (2) Business Days, after satisfaction or waiver (except for such conditions that, by their nature, are to be satisfied at the Closing, but subject to the satisfaction or (if permissible) waiver thereof at the Closing) of the conditions set forth in Article 10, or at such other time, date or place (which may be virtual) as the Buyer and Sungard AS may mutually agree.

SECTION 2.09 *Deliveries at the Closing.*

(a) At the Closing, the Sellers shall deliver to the Buyer:

i. the bill of sale transferring the Purchased Assets to the Buyer substantially in the form of Exhibit B attached hereto (the "**Bill of Sale**"), duly executed by the Sellers;

ii. the assignment and assumption agreement to be entered into between the Sellers and the Buyer substantially in the form of Exhibit C attached hereto (the "**Assignment and Assumption Agreement**"), duly executed by the Sellers;

iii. assignments of the Seller Intellectual Property, substantially in the forms of Exhibit D attached hereto (the "**Intellectual Property Assignment Agreements**"), duly executed by the Sellers;

iv. the transition services agreements to be entered into between the Sellers, certain Persons that acquire the CMS Assets and the Eagle Assets (including through a plan of reorganization) and the Buyer, in a form mutually agreeable to the Buyer (to include reasonable assurances that the services provided shall continue, including following any sale of the CMS Assets or the Eagle Assets or other sale by Sellers), and the Sellers (collectively, the "**Transition Services Agreements**"), duly executed by the Sellers and such Persons;

v. lease amendments with respect to the real property listed on Schedule 2.01(a) consistent with Schedule 2.06(a)(ii);

vi. a master services agreement and colocation service order, and network services order between the Buyer or one of its Affiliates and such Person that acquires from Seller or its Affiliates the cloud and managed service business and the recovery services business previously operated by the Sellers or their Affiliates, in a form mutually agreeable to the Buyer and the Sellers (the "**Master Services Agreement**"); and

vii. an IRS Form W-9 duly executed by each such Seller.

(b) At the Closing, the Buyer shall deliver to the Sellers:

i. an amount equal to the sum of (A) the Purchase Price (including pursuant to release by the Escrow Agent of any portion of the Purchase Price from the Good Faith Deposit), *plus or minus* (B) any adjustments pursuant to Section 2.05(b)(ii) and set forth on Schedule 2.06(a), by wire transfer of immediately available funds to an account or accounts designated in writing by Sungard AS no later than three (3) Business Days prior to Closing;

ii. the Assignment and Assumption Agreement, duly executed by the Buyer;

iii. the Bill of Sale, duly executed by the Buyer;

iv. each Intellectual Property Assignment Agreement, duly executed by the Buyer;

v. the Transition Services Agreements, duly executed by the Buyer; and

vi. the Master Services Agreement, duly executed by the Buyer.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as disclosed on the disclosure schedules delivered by the Sellers to the Buyer immediately prior to the execution of this Agreement (the "**Disclosure Schedules**"), each Seller represents and warrants to the Buyer solely with respect to the Business, the Purchased Assets and the Assumed Liabilities as follows:

SECTION 3.01 *Corporate Existence and Power*. Each Seller is duly formed, validly existing and in good standing under the Laws of its jurisdiction of formation and has all powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on the Business as now conducted.

SECTION 3.02 *Corporate Authorization*. Subject to the applicable provisions of the Bankruptcy Code and the Bankruptcy Court's entry of the Sale Order, the execution, delivery and performance by the Sellers of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby are within the Sellers' powers and authorities and have been duly authorized by all necessary action on the part of each Seller. On the date which the Sale Order is entered, this Agreement and the Ancillary Agreements will constitute valid and binding agreements of the Sellers (assuming the due authorization, execution and delivery of this Agreement and the Ancillary Agreements by the Buyer).

SECTION 3.03 *Governmental Authorization*. Except as disclosed in Schedule 3.03 of the Disclosure Schedules, the execution, delivery and performance by the Sellers of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with, any Governmental Entity, agency or official other than consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court.

SECTION 3.04 *Taxes.*

(a) All income and other material Tax Returns with respect to the Business or the Purchased Assets required to be filed by the Sellers for any Pre-Closing Tax Period have been filed. Such Tax Returns are, or will be, true, complete and correct in all material respects. All material Taxes due and owing by the Sellers with respect to the Business or the Purchased Assets (whether or not shown on such Tax Return) have been timely paid.

(b) The Sellers have with respect to the Business or the Purchased Assets timely withheld, deducted, and paid all material Taxes required to have been withheld, deducted, and paid over in connection with amounts paid or owing to any employee, creditor, independent contractor, member or other third party (including any unpaid Taxes imposed as a result of the misclassification of workers as independent contractors), and complied in all material respects with all reporting, recordkeeping, information reporting, and backup withholding requirements related to such Taxes under applicable Law.

(c) Except as disclosed in Schedule 3.04(c), no material deficiencies for Taxes with respect to the Business or the Purchased Assets have been claimed, proposed or

assessed by any Taxing Authority. Except as disclosed in Schedule 3.04(c), no Seller is currently the subject of any audit or other examination of Taxes by any Taxing Authority with respect to the Business or the Purchased Assets. All deficiencies asserted, or assessments made, against any Seller in writing and with respect to the Business or the Purchased Assets as a result of any examinations by any Taxing Authority have been fully paid.

(d) There are no Liens for Taxes on any of the Purchased Assets other than Permitted Liens.

SECTION 3.05 *Noncontravention*. Subject to the Bankruptcy Court's entry of the Sale Order, the execution, delivery and performance by the Sellers of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate the organizational documents of any Seller, (b) assuming compliance with the matters referred to in Section 3.03, materially violate any applicable Law, rule, regulation, judgment, injunction, order or decree, (c) except as to matters which would not have or would not reasonably be expected to have a Material Adverse Effect, constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation or to a loss of any benefit relating to any Purchased Asset or Assumed Liability or (d) result in the creation or imposition of any Lien on any Purchased Asset, except for Permitted Liens.

SECTION 3.06 *Required Consents*. Except for consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court, for the Business or Purchased Assets and as disclosed on Schedule 3.06, there is no agreement or other instrument binding upon any Seller requiring a consent, notice or other action by any Person as a result of the execution, delivery and performance of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby, except such consents, notices or actions as would not, individually or in the aggregate, have a Material Adverse Effect if not received or taken by the Closing Date.

SECTION 3.07 *Absence of Certain Changes*. Except as disclosed in Schedule 3.07 of the Disclosure Schedules and matters arising from the Chapter 11 Cases or authorized by the Bankruptcy Court, since March 1, 2022, the Business has been conducted in the ordinary course consistent with past practices and there has not been, with respect to the Business or the Purchased Assets:

(a) any change, effect, event, occurrence, circumstance, state of facts or development which has had or would reasonably be likely to have a Material Adverse Effect;

(b) any creation or other incurrence of any Lien on any Purchased Asset other than Permitted Liens;

(c) any transaction or commitment made, or any contract or agreement entered into, by the Sellers relating to any Purchased Asset, material to such Purchased Asset, other than transactions and commitments in the ordinary course of business consistent with past practices and those contemplated by this Agreement or any Ancillary Agreement; or

(d) except as disclosed in Schedule 3.07(d), regarding the Business, any (i) employment, deferred compensation, severance or retirement agreement entered into with any officer or senior executive employed by any Seller (or any material amendment to any such existing agreement), (ii) grant of any severance or termination pay to any officer or senior executive employed by any Seller or (iii) material change in compensation or other benefits payable to any officer or senior executive employed by any Seller pursuant to any severance or retirement plans or policies thereof, in each case, other than in the ordinary course of business consistent with past practices.

SECTION 3.08 *Reserved*.

SECTION 3.09 *Material Contracts*. Except for the Purchased Contracts, Excluded Contracts or contracts disclosed in Schedule 3.09 of the Disclosure Schedules, with respect to the Business, no Seller is a party to or bound by:

(i) any lease (whether of real or personal property) providing for annual rentals of $250,000 or more that cannot be terminated on not more than sixty (60) days' notice without payment by such Seller of any material penalty;

(ii) any agreement for the purchase of materials, supplies, goods, services, equipment or other assets providing for either (A) annual payments by such Seller of $500,000 or more or (B) aggregate payments by such Seller of $100,000 or more, in each case that cannot be terminated on not more than sixty (60) days' notice without payment by the Sellers of any material penalty;

(iii) any sales, distribution or other similar agreement providing for the sale by such Seller of goods, services or other assets that provides for annual payments to such Seller of $500,000 or more;

(iv) any agreement relating to the acquisition or disposition of any material business or assets (whether by merger, sale of stock, sale of assets or otherwise);

(v) any material agreement that limits the freedom of such Seller to compete in any line of business or with any Person or in any area or to solicit or otherwise do business with any Person;

(vi) any collective bargaining agreement with a union or similar labor organization representing employees of Sellers and any defined benefit pension plan contributed to, or required to be contributed to by any Seller, under which any Seller has a current or potential liability or under which any employee or former employee of any Seller participates;

(vii) any policy of insurance covering any Seller, the Purchased Assets, the Business, the Business Employees or liability, performance or payment thereof; or

(viii) any material agreement with or for the benefit of any Affiliate of any Seller.

SECTION 3.10 *Litigation*. Except as disclosed in Schedule 3.10 of the Disclosure Schedules and other than the Chapter 11 Cases and the matters that may arise therein, as of the date hereof, there is no action, suit, investigation or proceeding pending against, or to the Knowledge of Sellers, threatened against or affecting, the Business or the Purchased Assets before any court or arbitrator or any Governmental Entity, agency or official which is reasonably likely to have a Material Adverse Effect or which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement or the Ancillary Agreements.

SECTION 3.11 *Compliance with Laws and Court Orders*. To the Knowledge of Sellers, no Seller is in material violation of any Law, rule, regulation, judgment, injunction, order or decree applicable to the Purchased Assets or the conduct of the Business.

SECTION 3.12 *Properties*.

(a) Schedule 3.12(a) of the Disclosure Schedules includes a description of all real property used or held for use primarily in the Business which any Seller leases, operates or subleases (the "**Real Property**").

(b) The Sellers have good valid leasehold interests in title to all leased Real Property or personal property, has valid leasehold interests in, all Purchased Assets.

SECTION 3.13 *Employee Benefit Plans*.

(a) Each material Benefit Plan, with respect to the Business, in effect as of the date hereof is listed on Schedule 3.13(a). With respect to each material Benefit Plan with respect to the Business, the Sellers have provided to the Buyer, a true, correct and complete copy (or, to the extent no such copy exists or the Benefit Plan is not in writing, a written description) thereof and, to the extent applicable, (i) all material documents constituting such Benefit Plan, (ii) any related trust agreements and all other material contracts currently in effect with respect to such Benefit Plan, (iii) discrimination tests for the most recent plan year, (iv) the most recent IRS determination or opinion letter, (v) the most recent IRS Form 5500 (including schedules), and (vi) the most recent financial statements.

(b) The Sellers and its ERISA Affiliates, with respect to the Business, do not maintain, contribute to, or have any obligation to maintain or contribute to, or have any direct or indirect liability, whether contingent or otherwise, with respect to, and within the last six (6) years have not maintained, contributed to or had any direct or indirect liability, whether contingent or otherwise, with respect to (i) any employee benefit plan subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code, (ii) any "multiemployer plan" (as defined in Section 4001(a)(3) or 3(37) of ERISA), (iii) any multiple employer plan (as described in Section 413(c) of the Code) or (iv) any multiple employer welfare arrangement, as defined in Section 3(40) of ERISA.

(c) No Benefit Plan related to the Business provides post-termination, post-ownership, or retiree health or welfare benefits to any Person beyond those required by COBRA

for which the covered Person pays the full premium cost of coverage or any post-employment benefits continuation required by applicable Law.

(d) To the Knowledge of Sellers, each Benefit Plan related to the Business, which is intended to be qualified under Section 401(a) of the Code, can rely on an IRS opinion letter as to its qualified status, has received a currently valid favorable determination letter, or has pending or has time remaining in which to timely file an application for such determination, from the Internal Revenue Service, and to the Knowledge of Sellers, there are no facts or circumstances that could reasonably be expected to cause the loss of such qualification. Except as disclosed in Schedule 3.13(d) of the Disclosure Schedules, each Benefit Plan has been established, maintained and administered in material compliance with its terms and with the requirements prescribed by any and all applicable Laws, statutes, orders, rules and regulations, including ERISA and the Code.

(e) With respect to each Benefit Plan related to the Business, there are no actions or other claims, audits, investigations, litigation or disputes (other than routine individual claims for benefits in the ordinary operation of the Benefit Plans) pending or, to the Knowledge of Sellers, threatened.

(f) Except as disclosed on Schedule 3.13(f) and solely as related to the Business, neither the execution of, nor the consummation of the transactions contemplated by, this Agreement, whether alone or combined with the occurrence of any other event, will, (i) entitle person employed in the operation of the Business or other individual service provider to any compensation or benefit or increase in amount thereof, (ii) accelerate the time of payment, funding or vesting of any compensation or benefit, or (iii) result in the payment or benefit that is or could be characterized as an "excess parachute payment" (within the meaning of Section 280G of the Code).

SECTION 3.14 *Labor Matters*.

(a) No Seller is a party to or bound by any collective bargaining agreement or other labor union contract applicable to their employees, no collective bargaining agreement is currently being negotiated with respect to any of the Sellers' employees, and no Seller employees are represented by a labor union. There is no pending, or to the Sellers' Knowledge, threatened, strike, work stoppage or material labor dispute concerning the Sellers' employees.

(b) (i) The Sellers are in material compliance with all applicable Laws relating to labor and employment, including, but not limited to, all Laws relating to the hiring, promotion, and termination of employees; fair employment practices; equal employment opportunities; wages and hours; labor relations; discrimination and harassment; disability; immigration; workers' compensation; and occupational safety and health, and (ii) to the Knowledge of the Sellers, each of the Sellers' employees has all work permits, immigration permits, visas or other authorizations required by Law for such employee given the duties and nature of such employee's employment.

(c) In the past three (3) years, there has been no "mass layoff" or "plant closings" (each as defined under the Worker Adjustment and Retraining Act of 1988, and any similar state, local or foreign Law, collectively the "**WARN Act**"), relocations, layoffs, furloughs,

or other employment losses that triggered or could trigger notice or otherwise implicate the WARN Act.

(d) In the past three (3) years, no written allegations of sexual or other harassment or discrimination have been made, or to the Knowledge of Sellers threatened to be made, against any current or former officer, executive, or management employee of any of the Sellers, and there have been no settlement agreements, or similar written arrangements entered into in connection with any such allegations.

SECTION 3.15 *Intellectual Property Matters.*

(a) With respect to the Seller Intellectual Property, except as disclosed in Schedule 3.15 of the Disclosure Schedules, good and valid title is held solely and exclusively by the Sellers and free and clear of any Liens. The Sellers have not received written notice that any other Person, other than a Seller, claims ownership interest in any material Seller Intellectual Property.

(b) There are no court or adjudicative order to which any of the Sellers are parties that restrict the rights of those Sellers to use any of the material Seller Intellectual Property or permit any other Person to use the material Seller Intellectual Property.

(c) To the Knowledge of Sellers, no Person is infringing upon any Seller Intellectual Property. The Sellers have not brought any action or proceeding alleging that any Person is infringing upon any Seller Intellectual Property.

(d) To the Knowledge of Sellers, none of the Seller Intellectual Property, the processes performed by the Seller Intellectual Property, and/or use of the Seller Intellectual Property materially infringe upon Intellectual Property of any other Person.

(e) The Sellers have taken commercially reasonable and customary steps to maintain their proprietary rights in the material Seller Intellectual Property, and to preserve the secrecy and confidentiality of all material Seller Intellectual Property that constitutes confidential or proprietary information, and/or trade secrets.

(f) To the Knowledge of Sellers, no product included in the material Seller Intellectual Property contains any (i) virus, trojan horse, worm, or other software routines or hardware components designed to permit unauthorized access or to disable, erase, or otherwise harm any product or (ii) any back door, time bomb, drop dead device, or other software routine designed to disable a product automatically with the passage of time or under the positive control by unauthorized Person.

SECTION 3.16 *Finders' Fees*. Except as set forth on Schedule 3.16, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Sellers with respect to the Purchased Assets who might be entitled to any fee or commission from the Sellers or any of their Affiliates upon consummation of the transactions contemplated by this Agreement or the Ancillary Agreements.

SECTION 3.17 *Outages and Security*. Except as disclosed in Schedule 3.17, from January 1, 2020 through the Closing Date, there has been no material interruption of power service or of any fiber, network or other communications service at the Business that could reasonably be expected to give any customer of Seller a right to terminate its customer contract or be entitled to any fee abatements, credits, refunds or discounted future fees from the Sellers. The Sellers have implemented reasonable administrative, technical and physical safeguards consistent with industry practice with respect to the physical security of the Business and the protection of the Business from illegal or unauthorized access or use by its personnel or third parties. To the Knowledge of Sellers, since January 1, 2020, the physical security of the Business has not been materially breached or alleged to have been materially breached due to any actual or alleged fault or failure of any Seller and no Person has gained unauthorized access to the Business or to any communications or information technology equipment included in the Business.

SECTION 3.18 *Exclusivity of Representations and Warranties*. The representations and warranties made by the Sellers in this Agreement are in lieu of and are exclusive of all other representations and warranties, including, without limitation, any implied warranties. The Sellers hereby disclaim any such other or implied representations or warranties, notwithstanding the delivery or disclosure to the Buyer or the Guarantor or their officers, directors, employees, agents or representatives of any documentation or other information (including any financial projections or other supplemental data not included in this Agreement).

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER AND GUARANTOR

The Buyer and the Guarantor represent and warrant to each Seller that:

SECTION 4.01 *Corporate Existence and Power*.

(a) The Buyer is a limited liability company duly incorporated, validly existing and in good standing under the Laws of Delaware and has all powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted.

(b) The Guarantor is a limited liability company duly organized, validly existing and in good standing under the Laws of Delaware and has all powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on its business.

SECTION 4.02 *Corporate Authorization*. The execution, delivery and performance by the Buyer and the Guarantor of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby are within the powers of the Buyer and the Guarantor and have been duly authorized by all necessary corporate action on the part of each Buyer and the Guarantor. This Agreement and the Ancillary Agreements constitutes valid and binding agreements of the Buyer and the Guarantor (assuming the due authorization, execution and delivery of this Agreement and the Ancillary Agreements by the Buyer).

SECTION 4.03 *Governmental Authorization*. The execution, delivery and performance by the Buyer and the Guarantor of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby require no material action by or in respect of, or material filing with, any Governmental Entity, agency or official.

SECTION 4.04 *Noncontravention*. The execution, delivery and performance by the Buyer and the Guarantor of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby do not and will not (i) violate the organizational documents of the Buyer or the Guarantor, (ii) assuming compliance with the matters referred to in Section 4.03, violate any applicable Law, rule, regulation, judgment, injunction, order or decree, (iii) require any consent or other action by any Person under, constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation or to a loss of any benefit to which the Buyer or the Guarantor is entitled under any provision of any agreement or other instrument binding upon the Buyer or the Guarantor or (iv) result in the creation or imposition of any material Lien on any asset of the Buyer or the Guarantor.

SECTION 4.05 *Financing*. The Buyer has, or will have prior to the Closing, sufficient funds available to deliver the Purchase Price to the Sellers and any other amounts to be paid by it hereunder and to otherwise consummate the transactions contemplated by this Agreement, including the timely satisfaction of the Assumed Liabilities.

SECTION 4.06 *Litigation*. There is no action, suit, investigation or proceeding pending against, or to the knowledge of Buyer or the Guarantor threatened against or affecting, the Buyer or the Guarantor before any court or arbitrator or any Governmental Entity, agency or official which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement or the Ancillary Agreements.

SECTION 4.07 *Finders' Fees*. There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Buyer or the Guarantor who might be entitled to any fee or commission from the Sellers or any of their Affiliates upon consummation of the transactions contemplated by this Agreement or the Ancillary Agreements.

SECTION 4.08 *Inspections; No Other Representations*. The Buyer is an informed and sophisticated buyer, and has engaged expert advisors, experienced in the evaluation and purchase of property and assets such as the Purchased Assets as contemplated hereunder. Each of the Guarantor and the Buyer has undertaken such investigation and has been provided with and has evaluated such documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement. Without limiting the generality of the foregoing, the Guarantor and the Buyer acknowledge that none of the Sellers makes any representation or warranty with respect to (i) any projections (including with respect to any balance sheet), estimates or budgets delivered to or made available to the Buyer of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Business or the future business and operations of the Business or (ii) any other information or documents made available to the Buyer or its counsel, accountants or advisors with respect to the Business, except as expressly set forth in this Agreement.

SECTION 4.09 *Not Foreign Person*. The Buyer is not a "Foreign Person" as such term is defined at 31 C.F.R § 800.224 and/or 31 C.F.R. § 802.221.

ARTICLE 5
COVENANTS OF SELLERS

SECTION 5.01 *Conduct of the Business*. Except as may be required by the Bankruptcy Code and by the Bankruptcy Court in the Chapter 11 Cases, from the date hereof until the Closing Date, the Sellers shall use commercially reasonable efforts to (a) conduct the Business in the ordinary course of business consistent with past practice over the past six (6) months, (b) preserve intact the business organizations, relationships and good will with third parties and (c) keep available the services of the present employees of the Sellers in the ordinary course of business consistent with past practice. Without limiting the generality of the foregoing, from the date hereof until the Closing Date, except as disclosed on Schedule 5.01, the Sellers will not:

(a) with respect to the Business, acquire a material amount of assets from any other Person, except in the ordinary course consistent with past practice;

(b) sell, lease, license or otherwise dispose of any Purchased Assets except (i) pursuant to existing contracts or commitments that are listed on the Disclosure Schedules, or (ii) such sales, leases, licenses or other disposals that are made in the ordinary course of business consistent with past practice that do not to exceed $50,000 individually or $100,000 in the aggregate, or (iii) pursuant to Sections 363 or 365 of the Bankruptcy Code;

(c) agree or commit to do any of the foregoing; or

(d) take any action that would reasonably be expected to cause the failure of the conditions contained in Section 10.02(b).

SECTION 5.02 *Access to Information*. From the date hereof until the Closing Date, each Seller will (i) give the Buyer, its counsel, financial advisors, auditors and other authorized representatives reasonable access to the offices, properties, employees, books and records of such Seller relating to the Business and the Purchased Assets, and (ii) furnish to the Buyer, its counsel, financial advisors, auditors and other authorized representatives such financial and operating data and other information relating to the Business and the Purchased Assets as such Persons may reasonably request; *provided, however*, that such access shall be coordinated through Persons as may be designated in writing by the Sellers for such purpose. Any investigation pursuant to this Section 5.02 shall be conducted in such manner as not to unreasonably interfere with the conduct of the Business. Notwithstanding the foregoing, the Buyer shall not have the right to conduct any invasive testing (including digging, installing wells, pumping groundwater or removing soil) with respect to the Purchased Assets, nor shall the Buyer have access to personnel records of any Seller relating to individual performance or evaluation records, medical histories or other information which the disclosure of which could subject such Seller to risk of liability or would violate applicable Law.

SECTION 5.03 *Notices of Certain Events*. The Sellers shall promptly notify the Buyer of:

(a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement or the Ancillary Agreements;

(b) any material notice or other communication from any Governmental Entity in connection with the Business, the Purchased Assets or the transactions contemplated by this Agreement or the Ancillary Agreements; and

(c) any material actions, suits, claims, proceedings or, to the Knowledge of Sellers, investigations commenced that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3.10.

ARTICLE 6
COVENANTS OF BUYER AND GUARANTOR

SECTION 6.01 *Access*. On and after the Closing Date, the Buyer will afford promptly to the Sellers and their agents and successors reasonable access to its properties, books, records, employees and auditors to the extent necessary to permit the Sellers to determine any matter relating to its rights and obligations hereunder or any other reasonable business purpose related to the Excluded Liabilities or to any period ending on or before the Closing Date; provided that any such access by the Sellers shall not unreasonably interfere with the conduct of the business of the Buyer, provided, further, that such access shall not give rise to any claim or type of contingency in favor of the Buyer. The Sellers will hold, and will use its best efforts to cause its officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of Law, all confidential documents and information concerning the Buyer or the Business provided to them pursuant to this Section 6.01.

ARTICLE 7
COVENANTS OF BUYER AND SELLERS

SECTION 7.01 *Reasonable Efforts; Further Assurances*. Subject to the terms and conditions of this Agreement, the Buyer and the Sellers will use their commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable Laws and regulations to consummate the transactions contemplated by this Agreement and the Ancillary Agreements. Prior to and after Closing, the Sellers and the Buyer agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement and the Ancillary Agreements and to vest in the Buyer good title to the Purchased Assets, *provided*, *however*, that the Sellers are not obligated to incur any material cost or expense or initiate or join in any litigation in order to meet the obligations under this Section 7.01.

SECTION 7.02 *Certain Filings*. The Sellers and the Buyer shall cooperate with one another (a) in determining whether any action by or in respect of, or filing with, any Governmental Entity is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any material contracts, in connection with the consummation of the transactions

contemplated by this Agreement and the Ancillary Agreements and (b) in taking such actions or making any such filings, furnishing information required in connection therewith and seeking timely to obtain any such actions, consents, approvals or waivers.

SECTION 7.03 *Public Announcements*. Except for filings effectuated by the Sellers in connection with the Chapter 11 Cases, the parties agree to consult with each other before issuing any press release or making any public statement with respect to this Agreement or the transactions contemplated hereby and, except for any press releases and public statements the making of which may be required by applicable Law (including the Bankruptcy Code) or any listing agreement with any national securities exchange, will not issue any such press release or make any such public statement without the prior written consent of the other (such consent not to be unreasonably withheld, conditioned or delayed).

SECTION 7.04 *Bankruptcy Court Approval*.

(a) The Sellers and the Buyer shall each use their commercially reasonable efforts, and shall cooperate, assist and consult with each other, to secure the entry of an order of the Bankruptcy Court (the "**Sale Order**") in a form to be mutually agreed by the parties hereto prior to the Sale Hearing and later attached hereto as Exhibit E approving this Agreement and authorizing the transactions contemplated hereby. The Sellers and the Buyer shall consult with one another regarding pleadings which any of them intend to file, or positions any of them intend to take, with the Bankruptcy Court in connection with or which might reasonably affect, the Bankruptcy Court's entry of the Sale Order. The Sellers shall use commercially reasonable efforts to provide the Buyer and its counsel with draft copies of all notices and filings to be submitted by the Sellers to the Bankruptcy Court pertaining to the proposed Sale Order.

(b) Sellers shall seek entry of the Sale Order by the Bankruptcy Court to approve this Agreement and authorize the transactions contemplated hereby without conducting an auction as contemplated in the bidding procedures (the "**Bidding Procedures**") attached as an exhibit to the order of the Bankruptcy Court approving the Bidding Procedures.

(c) If the Sale Order or any other orders of the Bankruptcy Court relating to this Agreement or the transactions contemplated hereby shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing, re-argument, reversal or leave to appeal shall be filed with respect to the Sale Order or other such order), the Sellers and the Buyer will, at the sole cost and expense of the Sellers, cooperate in taking such steps diligently to defend such appeal, petition or motion and shall seek an expedited resolution of any such appeal, petition or motion, *provided, however*, the Sellers' obligations in regard to such appeal, petition or motion are subject to Section 7.06.

SECTION 7.05 *Notice and Cure of Breach*. If at any time (a) the Buyer becomes aware of any material breach by any Seller of any representation, warranty, covenant or agreement contained herein and such breach is capable of being cured by any Seller, or (b) any Seller becomes aware of any material breach by the Buyer of any representation, warranty, covenant or agreement contained herein and such breach is capable of being cured by the Buyer, the party becoming aware of such breach shall notify the other parties, in accordance with Section 14.01, promptly following first becoming aware of such breach. Upon such notice of breach, the breaching party shall have

fourteen (14) days following receipt of such notice to cure such breach before the non-breaching party may exercise of any remedies in connection therewith.

SECTION 7.06 *Communications with Customers and Suppliers*. Prior to the Closing, the Buyer shall not, and shall cause its Affiliates and representatives not to, contact, or engage in any discussions or otherwise communicate with, the Sellers' customers, suppliers, licensors, licensees and other Persons with which the Sellers have commercial dealings without obtaining the prior written consent of the Sellers, not to be unreasonably withheld, conditioned or delayed.

SECTION 7.07 *Winding Up; Dissolution; Liquidation*. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall prohibit the Sellers from ceasing their respective operations or winding up their respective affairs at any time after the Closing Date, it being acknowledged and agreed by the Buyer that the Sellers may wind up their respective affairs and liquidate and dissolve their respective existences as soon as reasonably practicable following the Closing Date or the consummation of a liquidating plan under Chapter 11 of the Bankruptcy Code.

ARTICLE 8
TAX MATTERS

SECTION 8.01 *Tax Cooperation; Allocation of Taxes*.

(a) The Buyer and the Sellers will reasonably cooperate, as and to the extent reasonably requested by the other party, in connection with the filing of Tax Returns and any audit, litigation or other dispute with respect to Taxes related to the Transferred Employees, the Business or the Purchased Assets. The Buyer and the Sellers further agree, upon request, to use their commercially reasonable efforts to obtain any certificate or other document from any Governmental Entity or any other Person as may be necessary to mitigate or reduce or eliminate any Tax that could be imposed (including with respect to the transactions contemplated under this Agreement or the Ancillary Agreements) with respect to the transactions contemplated by this Agreement. Each party shall provide the other with at least ten (10) days prior written notice before destroying any such books and records with respect to Taxes pertaining to the Purchased Assets, during which period the party receiving such notice can elect to take possession, at its own expense, of such books and records.

(b) Within a reasonable time after the Buyer or the Sellers receives notice of any deficiency, proposed adjustment, assessment, audit, examination or other administrative or court proceeding, suit, dispute or other claim related to Taxes pertaining to Purchased Assets with respect to any Pre-Closing Tax Period (a "**Tax Contest**"), the Buyer will notify Sungard AS in writing of such Tax Contest (or, if the Sellers receive such notice, Sungard AS will notify the Buyer).

(i) Sungard AS shall have the right to elect to control the conduct of any Tax Contest that relates solely to Taxes imposed with respect to a Pre-Closing Tax Period that may not reasonably be expected to adversely affect the liability for Taxes imposed on Buyer; provided that Sungard AS shall (A) keep the Buyer fully and timely informed with

respect to such Tax Contest, and (B) afford the Buyer the opportunity to be participate at its own expense in such Tax Contest; provided further, that Sungard AS shall not settle or otherwise compromise any such Tax Contest without the prior written consent of the Buyer, which consent shall not be unreasonably withheld, delayed or conditioned.

(ii) Sungard AS shall have the right to participate jointly with the Buyer in any Tax Contest relating to a Straddle Period (or a Pre-Closing Tax Period that may reasonably be expected to adversely affect the liability for Taxes imposed on Buyer), if and to the extent that such period includes any Pre-Closing Taxable Period, at the Sungard AS's cost and expense. Any settlement or other disposition of any Tax Contest relating to a Straddle Period may only be made with the consent of Sungard AS and the Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

(iii) The Buyer shall have sole control over any Tax Contest relating to a taxable period that begins after the Closing Date.

(c) To the extent not exempt under Section 1146(c) of the Bankruptcy Code in connection with the Chapter 11 Cases, all excise, sales, use, value added, registration stamp, recording, documentary, conveyancing, franchise, property, transfer, gains and similar Taxes, levies, charges and fees (collectively, "**Transfer Taxes**") incurred in connection with the transactions contemplated by this Agreement shall be borne by the Buyer. The Buyer and the Sellers shall cooperate in providing each other with any appropriate resale exemption certifications and other similar documentation.

(d) For purposes of this Agreement, the Property Taxes and other Taxes imposed on a periodic basis with respect to the assets in respect of the Purchased Assets for any taxable period that begins prior to the Closing Date and ends after the Closing Date (each, a "**Straddle Period**") deemed allocable to the Pre-Closing Tax Period shall be the amount of such Taxes for the entire Straddle Period (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period), multiplied by a fraction the numerator of which is the number of calendar days in the taxable period of the period ending on the day immediately prior to the Closing Date and the denominator of which is the number of calendar days in the entire Straddle Period. The amount of all other Taxes for the Pre-Closing Tax Period shall be deemed allocable to the Pre-Closing Tax Period deemed equal to the amount which would be payable if the taxable year ended on the Closing Date, as determined by means of a closing of the books and records of the Seller as of the end of the day on the Closing Date.

ARTICLE 9
EMPLOYEE MATTERS

SECTION 9.01 *Employee Matters*.

(a) Transferred Employees. Schedule 9.01(a) sets forth a list of all individuals employed by the Sellers who provide services primarily to the Business as of the date hereof (each such individual, a "**Business Employee**"), including their title or position and work location, which schedule will be updated by the Sellers no later than five (5) Business Days prior to the Closing Date. After entry of the Sale Order and prior to Closing, the Buyer or one of its Affiliates

shall offer at-will employment to each Business Employee, effective as of the Closing, on terms and conditions of the Form of Buyer Offer Letter attached hereto as Exhibit F. With respect to Business Employees who are Key Employees, such Key Employees have indicated to the Buyer subsequent to the date hereof a willingness to accept the Buyer Offer Letter and as of Closing to commence such employment with the Buyer or one of its Affiliates. Any Business Employee who accepts the Buyer's or its Affiliate's offer of employment and commences employment with the Buyer or such Affiliate shall be referred to as a "**Transferred Employee**." The employment of the Transferred Employees with the Buyer or one of its Affiliates shall be effective as of the Closing. For a period of one year following the Closing Date, the Buyer shall or shall cause one of its Affiliates to provide each Transferred Employee with: (i) the same base salary or hourly wage rate, as applicable, that applied to such Transferred Employee immediately prior to the date hereof; (ii) substantially comparable annual cash incentive opportunities as those to which similarly-situated employees of the Buyer and its Affiliates are entitled; and (iii) the same employee benefits to which similarly-situated employees of the Buyer and its Affiliates are entitled; provided, that the Buyer's obligation to provide such employee benefits shall commence on the first day of the month immediately following the month in which the Closing occurs.

(b) Cooperation. In connection with the Buyer's obligations under this Article 9, prior to the Closing the Sellers shall reasonably cooperate with and assist the Buyer, including: (i) providing such information, to the extent not prohibited by applicable Law, reasonably requested by the Buyer of the Business Employees; and (ii) making the Business Employees available to the Buyer, without interference with the Business, with reasonable advance notice and during normal business hours, for purposes of interviewing and onboarding. The Sellers shall not take, cause or allow to be taken any action intended to impede, hinder, interfere or otherwise compete with the Buyer's or its Affiliate's effort to hire any Business Employee. The Buyer shall not be responsible for any liability, obligation or commitment arising out of any Business Employee's employment or termination of employment with the Sellers or non-acceptance of the Buyer's offer of employment or failure to commence employment with the Buyer, which liabilities, obligations and commitments shall remain those of the Sellers, subject in each case to Buyer's compliance with its obligations pursuant to this Article 9.

(c) Service Credit. The Buyer and its Affiliates shall treat, and shall cause each plan, program, policy, practice and arrangement sponsored or maintained by the Buyer or any of its Affiliates on or after the Closing Date in which any Transferred Employee (or the spouse, domestic partner or dependent of any Transferred Employee) participates on or after the Closing Date (each, a "**Buyer Plan**") to treat, for purposes of eligibility, vesting and benefit accrual (but not for purposes of benefit accruals under any defined benefit plan), all service with the Sellers and their Affiliates (and any predecessor employers to the extent the Sellers and their Affiliates or any corresponding Benefit Plan provides for past service credit) as service with the Buyer and its subsidiaries and Affiliates; provided, however, that such service need not be credited to the extent it would result in duplication of benefits and such service need only be credited to the same extent and for the same purpose as such service was credited under the corresponding Benefit Plan.

(d) Welfare Benefits. The Buyer and its Affiliates, shall use commercially reasonable efforts to cause each Buyer Plan that is a medical or dental plan and in which any Transferred Employee participates after Closing to: (i) waive any and all eligibility waiting periods, actively-at-work requirements, evidence of insurability requirements, pre-existing

conditions limitations and other exclusions and limitations, regarding the Transferred Employees and their spouses, domestic partners and dependents to the extent such exclusions, requirements or limitations were waived or satisfied by (or were not applicable) a Transferred Employee under the corresponding Benefit Plan and (ii) recognize for each Transferred Employee any deductible, copayment and out-of-pocket expenses paid by such Transferred Employee and his or her spouse, domestic partner and dependents under the corresponding Benefit Plan with respect to the plan year in which occurs the later of the Closing Date and the date on which such Transferred Employee begins participating in such Buyer Plan for purposes of satisfying the corresponding deductible, co-payment, and out-of-pocket provisions under such Buyer Plan. The Transferring Employees shall remain in active participation in the Benefit Plans through the last day of the month in which the Closing occurs and effective as of such day the Transferred Employees shall cease such participation. The Sellers shall remain liable for all eligible claims for benefits under the Benefit Plans that are incurred by the Business Employees on or prior to such last day of participation.

(e) No Third Party Beneficiaries. Nothing in this Agreement, express or implied, shall confer upon any employee, independent contractor, any beneficiary, or any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement, including any right to employment or continued employment for any specified period or continued participation in any Benefit Plan or other benefit plan, or any nature or kind whatsoever under or by reason of this Agreement. Nothing contained herein, express or implied, (i) shall be construed to establish, amend, modify, or terminate any benefit or compensation plan, program, agreement or arrangement, policy or scheme, including any Benefit Plan, or restrict or otherwise limit the right of any party hereto to amend, terminate or otherwise modify any such plans or arrangements, or (ii) shall be construed as a guarantee of employment for any period, or a restriction or other limitation on the right of any party hereto to terminate the employment of any individual at any time. The parties hereto agree that the provisions contained herein are not intended to be for the benefit of or otherwise be enforceable by, any third party, including any current or former employee or other service provider.

(f) Wage Reporting. The Buyer and the Sellers agree to utilize, or cause their respective Affiliates to utilize, the "Alternate Procedure" provided in Section 5 of Revenue Procedure 2004-53, 2004-2 C.B. 320, with respect to wage reporting for employees of the Sellers who become employees of the Buyer in connection with the transactions contemplated by this Agreement.

ARTICLE 10
CONDITIONS TO CLOSING

SECTION 10.01 *Conditions to Obligations of Buyer and Sellers*. The obligations of the Buyer and the Sellers to consummate the Closing are subject to the satisfaction of the following conditions:

(a) *No Orders*. No Governmental Entity shall have enacted, enforced or entered any Law and no order shall be in effect on the Closing Date that prohibits the consummation of the Closing.

(b) *Sale Order*. The Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall be in full force and effect and shall not be subject to a stay pending appeal, which Sale Order shall include findings under 363(a), (f), (m), and (n), as well as a waiver of Bankruptcy Rule 6004.

SECTION 10.02 *Conditions to Obligation of Buyer*. The obligation of the Buyer to consummate the Closing is subject to the satisfaction of the following further conditions:

(a) *Covenants*. The Sellers shall have performed in all material respects all of their obligations hereunder required to be performed by them on or prior to the Closing Date.

(b) *Representations and Warranties*. The representations and warranties of the Sellers contained in this Agreement other than those set forth in Section 3.04 and Section 3.13 which, for the avoidance of doubt and notwithstanding any other provision of this Agreement, the Sale Order or any other documents, instrument or agreement to the contrary, shall be disregarded in their entirety and not considered in any manner in regard to the satisfaction of the condition set forth in this Section 10.02(b), shall be true and correct in all respects at and as of the date hereof and at and as of the Closing Date, as if made at and as of such date (except to the extent such representations and warranties speak as of another date, in which case such representations and warranties shall be true and correct as of such other date), except where the failure of any such representations and warranties to be true and correct would not, individually or in the aggregate, reasonably be expected to be have a Material Adverse Effect.

(c) *Certificate.* The Sellers shall have delivered to the Buyer a certificate duly executed by an executive officer of the Sellers certifying to the effect that the conditions set forth in Section 10.02(a) and Section 10.02(b) have been satisfied.

(d) *Deliveries*. The Sellers shall make or cause to be made the deliveries described in Section 2.09(a).

SECTION 10.03 *Conditions to Obligation of Sellers*. The obligation of the Sellers to consummate the Closing is subject to the satisfaction of the following further conditions:

(a) *Covenants*. The Buyer shall have performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Closing Date.

(b) *Representations and Warranties.* The representations and warranties of the Buyer contained in this Agreement shall be true and correct in all material respects at and as of the date hereof and at and as of the Closing Date, as if made at and as of such date (except to the extent such representations and warranties speak as of another date, in which case such representations and warranties shall be true and correct as of such other date) except where the failure of any such representations and warranties to be true and correct would not, individually or in the aggregate, reasonably be expected to prevent the Buyer from consummating the transactions contemplated by this Agreement.

(c) *Certificate.* The Buyer shall have delivered to the Sellers a certificate duly executed by an executive officer of the Buyer certifying to the effect that the conditions set forth in Section 10.03(a) and Section 10.03(b) have been satisfied.

(d) *Deliveries*. The Buyer shall make or cause to be made the deliveries described in Section 2.09(b), including payment of the Purchase Price.

SECTION 10.04 *Waiver of Conditions Precedent*. Upon the occurrence of the Closing, any condition set forth in this Article 10, other than as provided in Section 10.01(b), that was not satisfied as of the Closing shall be deemed to have been waived as of and after the Closing.

ARTICLE 11
NO SURVIVAL

SECTION 11.01 *No Survival*. The (a) representations and warranties of the parties and (b) covenants and agreements that by their terms are to be performed on or before Closing, contained in this Agreement, in any Ancillary Agreement or in any certificate or other writing delivered in connection herewith shall not survive the Closing. The covenants and agreements contained herein and in any Ancillary Agreement that by their terms are to be performed after Closing shall survive the Closing indefinitely except the covenants, agreements, representations and warranties contained in Article 8 and 9 shall survive until expiration of the statute of limitations applicable to the matters covered thereby (giving effect to any waiver, mitigation or extension thereof).

ARTICLE 12
TERMINATION

SECTION 12.01 *Grounds for Termination*. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written agreement of the Sellers and the Buyer;

(b) by either the Sellers or the Buyer, if the Closing shall not have been consummated on or before the later of (i) October 15, 2022, with either Party having the option, by written notice to the other Party or Parties, as applicable, in their sole discretion, to extend such date for a fifteen (15) day period or (ii) thirty (30) days after any notice delivered pursuant to Section 7.05 of a breach that has not been cured in accordance with Section 7.05 (the later of clause (i) and (ii), the "**Outside Date**"), unless the party seeking termination is in material breach of its obligations hereunder;

(c) by either the Sellers or the Buyer, if any condition set forth in Section 10.01 is not satisfied, and such condition is incapable of being satisfied by the Outside Date;

(d) by the Buyer, if the Sellers willfully and materially breach any of Sections 2.08, 5.01, 7.01, 7.02 or 7.03 and such breach is continuing in any material respect following the Buyer's compliance with Section 7.05;

(e) by the Buyer or the Sellers, as applicable, if the Disclosure Schedules fail to be finalized in accordance with Section 14.11 within thirty (30) days prior to the Closing Date; or

(f) by the Sellers, if failure to perform any covenant or agreement on the part of the Buyer set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 10.03 not to be satisfied, and such condition is incapable of being satisfied by the Outside Date or shall not have been cured during the fourteen (14) day period referred to in Section 7.05.

The party desiring to terminate this Agreement pursuant to this Section 12.01 (other than pursuant to Section 12.01(a)) shall give notice of such termination to the other party in accordance with Section 14.01.

SECTION 12.02 *Effect of Termination*. If this Agreement is terminated as permitted by Section 12.01, such termination shall be without liability of either party (or any stockholder, director, officer, employee, agent, consultant or representative of such party) to the other party to this Agreement except as provided in Sections 2.07 and 13.03. The provisions of Sections 2.07, 12.02, 12.03, 13.03, Section 14.04, Section 14.05, Section 14.06 and Section 14.12 shall survive any termination hereof pursuant to Section 12.01.

SECTION 12.03 *Expenses*. Except as otherwise expressly provided herein, whether or not the transactions contemplated by this Agreement are consummated, all costs and expenses incurred in connection with this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby shall be paid by the party hereto incurring such expenses.

SECTION 12.04 *Exclusive Remedies*. Other than for claims of actual fraud and except as set forth in Section 14.12, in the event of any breach prior to the Closing by any party's agreements, covenants, representations or warranties contained herein or the Sale Order, including any breach that is material or willful, the non-breaching party's sole and exclusive remedy shall be to exercise the non-breaching party's rights to terminate this Agreement pursuant to Section 12.01 and, as applicable, to receive the Good Faith Deposit pursuant to Section 2.07, and the non-breaching party shall not have any further cause of action for damages, specific performance or any other legal or equitable relief against the breaching party or any of its respective former, current or future equityholders, directors, officers, Affiliates, agents or representatives with respect thereto.

ARTICLE 13
GUARANTY

SECTION 13.01 *Buyer Guarantor*. The Guarantor hereby irrevocably and unconditionally guarantees to each Seller, the prompt and full discharge by the Buyer of all of the Buyer's covenants, agreements, obligations and liabilities under this Agreement and the Ancillary Agreements, including, without limitation, the due and punctual payment of all amounts which are or may become due and payable by the Buyer hereunder and thereunder when and as the same shall become due and payable (collectively, the "**Buyer Obligations**"), in accordance with the terms hereof. The Guarantor acknowledges and agrees that, with respect to all Buyer Obligations

to pay money, such guaranty shall be a guaranty of payment and performance and not of collection and shall not be conditioned or contingent upon the pursuit of any remedies against the Buyer. If the Buyer shall default in the due and punctual performance of any Buyer Obligation, including the full and timely payment of any amount due and payable pursuant to any Buyer Obligation, the Guarantor will forthwith perform or cause to be performed such Buyer Obligation and will forthwith make full payment of any amount due with respect thereto at its sole cost and expense.

SECTION 13.02 *Guaranty Unconditional*. The liabilities and obligations of the Guarantor pursuant to this Agreement are unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(a) any acceleration, extension, renewal, settlement compromise, waiver or release in respect of any Buyer Obligation by operation of Law or otherwise;

(b) the invalidity or unenforceability, in whole or in part, of this Agreement;

(c) any modification or amendment of or supplement to this Agreement;

(d) any change in the corporate existence, structure or ownership of the Buyer or any insolvency, bankruptcy, reorganization or other similar proceeding affecting any of them or their assets; or

(e) any other act, omission to act, delay of any kind by any party hereto or any other Person, or any other circumstance whatsoever that might, but for the provisions of this Section 13.02, constitute a legal or equitable discharge of the obligations of the Guarantor hereunder.

SECTION 13.03 *Waivers of the Guarantor*. The Guarantor hereby waives any right, whether legal or equitable, statutory or non-statutory, to require the Sellers to proceed against or take any action against or pursue any remedy with respect to the Buyer or make presentment or demand for performance or give any notice of nonperformance before the Sellers may enforce its rights hereunder against such Guarantor.

SECTION 13.04 *Discharge Only Upon Performance in Full; Reinstatement in Certain Circumstances*. The Guarantor's obligations hereunder shall remain in full force and effect until the Buyer Obligations shall have been performed in full. If at any time any performance by a Person of any Buyer Obligation is rescinded or must be otherwise restored or returned, whether upon the insolvency, bankruptcy or reorganization of the Buyer to otherwise, such Guarantor's obligation hereunder with respect to such Buyer Obligation shall be reinstated at such time as though such Buyer Obligation had become due and had not been performed.

ARTICLE 14
MISCELLANEOUS

SECTION 14.01 *Notices*. All notices, requests, claims, demands or other communications hereunder shall be deemed to have been duly given and made if in writing and (a) at the time personally delivered if served by personal delivery upon the party hereto for whom it is intended, (b) at the time received if delivered by registered or certified mail (postage prepaid,

return receipt requested) or by a national courier service (delivery of which is confirmed), or (c) upon confirmation if sent by facsimile or email; in each case to the Person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such Person:

if to the Buyer or the Guarantor, to:

365 Operating Company LLC
200 Connecticut Avenue
Norwalk, CT 06854
Attention: Robert J. DeSantis
Email: BdeSantis@365datacenters.com

And

Stonecourt Capital LP
10 E 53rd St, Thirteenth Floor
New York, NY 10022
Attention: Lance Hirt, Partner
Email: hirt@stonecourtlp.com

with a copy to:

Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, MO 64112
Attention: Frank Koranda
Email: fkoranda@polsinelli.com

if to the Sellers, to:

Sungard Availability Services, L.P.
565 East Swedesford Road, Suite 320
Wayne, PA 19087
Attention: General Counsel
Email: sgas.legalnotices@sungardas.com

with a copy to:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036
Attention: Stephen B. Kuhn; Philip Dublin; Meredith Lahaie
Email: skuhn@akingump.com; pdublin@akingump.com;
mlahaie@akingump.com
Telephone: 212 872-1008; 212 872-8083; 212 872-8032

SECTION 14.02 *Amendments and Waivers*.

(a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Subject to Section 12.04, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

SECTION 14.03 *Successors and Assigns*. No party hereto shall be entitled to assign this Agreement or any rights or delegate any obligations hereunder without the prior written consent of, with respect to any assignment by the Buyer, the Sellers, and, with respect to any assignment by any Seller, the Buyer, which consent may be withheld by the applicable party hereto in its sole and absolute discretion, and any such attempted assignment or delegation without such prior written consent shall be void and of no force and effect, provided, however, that the Buyer shall be permitted to assign all or part of its rights or obligations hereunder to one or more wholly-owned subsidiaries without the prior written consent of the Sellers so long as prior to such assignment such assignee(s) of the Buyer agrees in writing in favor of the Sellers to be bound by the provisions of this Agreement, it being agreed that no such assignment shall relieve the Buyer of any of its obligations hereunder.

SECTION 14.04 *Governing Law*. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be governed by and construed in accordance with the Law of the State of New York, without regard to any conflicts of Law rules that would apply the Law of any state other than such the State of New York.

SECTION 14.05 *Jurisdiction*. (a) Prior to the closing of the Chapter 11 Cases, except as otherwise expressly provided in this Agreement, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Ancillary Agreements or the transactions contemplated hereby or thereby shall be brought exclusively in the Bankruptcy Court, and each of the parties hereby irrevocably consents to the jurisdiction of the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the Bankruptcy Court or that any such suit, action or proceeding which is brought in the Bankruptcy Court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 14.01 shall be deemed effective service of process on such party.

(b) Upon the closing of the Chapter 11 Cases, except as otherwise expressly provided in this Agreement, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Ancillary Agreements or the transactions contemplated hereby and thereby shall

be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York City, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement or the Ancillary Agreements shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 14.01 shall be deemed effective service of process on such party.

SECTION 14.06 *WAIVER OF JURY TRIAL*. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 14.07 *Counterparts; Third Party Beneficiaries*. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. Nothing express or implied in this Agreement is intended to confer or shall confer upon any Person other than the parties hereto and their successors and permitted assigns any legal or equitable rights, benefits or remedies of an nature or by any reason hereunder.

SECTION 14.08 *Entire Agreement*. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written.

SECTION 14.09 *Bulk Sales Laws*. The Buyer hereby waives compliance by the Sellers and the Sellers hereby waive compliance by the Buyer, with the provisions of the "bulk sales", "bulk transfer" or similar Laws other than any Laws which would exempt any of the transactions contemplated by this Agreement from any Tax liability which would be imposed but for such compliance.

SECTION 14.10 *Captions, Headings, Interpretation*. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disbarring any party by virtue of authorship of any provisions of this Agreement.

SECTION 14.11 *Disclosure Schedules*. The parties acknowledge and agree that (i) the Disclosure Schedules to this Agreement may include certain items and information solely for informational purposes for the convenience of the Buyer and (ii) the disclosure by any party of any matter in the Disclosure Schedules shall not be deemed to constitute an acknowledgment by such party that the matter is required to be disclosed by the terms of this Agreement or that the matter is material. If any Disclosure Schedule discloses an item or information in such a way as to make its relevance to the disclosure required by another Disclosure Schedule reasonably apparent on the face of such Disclosure Schedule, the matter shall be deemed to have been disclosed in such other Disclosure Schedule, notwithstanding the omission of an appropriate cross-reference to such other Disclosure Schedule. The Parties hereby covenant they each will use commercially reasonable efforts to complete and deliver the Disclosure Schedules, to the extent not otherwise delivered as of the date of this Agreement, as soon as practical following the execution of this Agreement. Disclosure Schedules not included as attachments to this Agreement upon the execution and delivery hereof shall be delivered by the Party responsible therefor no later than 45 days prior to the Closing, and shall thereupon, if mutually acceptable to the Parties in good faith, be deemed included in this Agreement as if such Disclosure Schedules were attached to this Agreement as of the execution of this Agreement. The Parties shall have fifteen (15) days following the 45th day prior to the Closing to negotiate any disputed Schedule, after which time, if any Schedule or item included or omitted thereon remains a disputed Schedule and (a) with respect to a Schedule disputed by the Buyer, that has or would reasonably be expected to have a material and adverse impact Buyer's ability to conduct the Business or operate the Purchased Assets in the ordinary course of business consistent with past practices over the six (6) months preceding the date hereof or (b) with respect to a Schedule disputed by the Sellers, results in a material and adverse impact on the financial and other benefits of the transaction for the Sellers; then such disputing Party may terminate this Agreement in accordance with Section 12.01(e).

SECTION 14.12 *Specific Performance*. The parties recognize that if the other party breaches this Agreement or the Ancillary Agreements or refuses to perform under the provisions of this Agreement or the Ancillary Agreements, monetary damages alone would not be adequate to compensate the non-breaching party for their injuries. In the event of any such breach or refusal to perform, the parties shall therefore be entitled, in addition to any other remedies that may be available, to equitable relief, including an injunction or injunctions or orders for specific performance, to prevent breaches or threatened breaches of this Agreement or the Ancillary Agreements and to enforce specifically the terms and provisions of this Agreement and the Ancillary Agreements (including, for the avoidance of doubt, the obligation of the parties to consummate the transactions contemplated by this Agreement and the Ancillary Agreements), without proof of actual damages or the posting of a bond or other undertaking. If any action is brought by a party to enforce this Agreement or the Ancillary Agreement in accordance with this Section 14.12, the other parties shall waive the defense that there is an adequate remedy at Law.

SECTION 14.13 *Time of the Essence*. Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SELLERS:

SUNGARD AVAILABILITY SERVICES, L.P.

By: _____
Name: Mike Robinson
Title: Chief Executive Officer

SUNGARD AVAILABILITY NETWORK SOLUTIONS, INC.

By: _____
Name: Mike Robinson
Title: Chief Executive Officer

SUNGARD AVAILABILITY SERVICES TECHNOLOGY, LLC

By: _____
Name: Mike Robinson
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SELLERS:

SUNGARD AVAILABILITY SERVICES, L.P.

By: _____
Name:
Title:

[•][7]

BUYER:

365 SG OPERATING COMPANY LLC

By: _____
Name: Robert J. DeSantis
Title: Chief Executive Officer

GUARANTOR:

365 OPERATING COMPANY LLC

By: _____
Name: Robert J. DeSantis
Title: Chief Executive Officer

[7] Note to Draft: For additional Seller signature blocks for the Sellers listed on Exhibit A.

EXHIBIT A

SELLERS

1. Sungard Availability Network Solutions, Inc.
2. Sungard Availability Services Technology, LLC

EXHIBIT B

BILL OF SALE

EXHIBIT C

ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT D

INTELLECTUAL PROPERTY ASSIGNMENT

EXHIBIT E

SALE ORDER

EXHIBIT F

FORM OF BUYER OFFER LETTER

Exhibit 2

Cure Costs

Schedule 1: Customer Agreements

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
1	"K" LINE AMERICA, INC.	8730 STONY POINT PKWY RICHMOND, VA 23235-1970	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/15/2012	$0
2	3M HEALTH INFORMATION SYSTEMS; MEDQUIST TRANSCRIPTIONS, LTD	575 W MURRAY BLVD MURRAY, UT 84123	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/1/2004	$0
3	ABM INDUSTRIES, INCORPORATED	14141 SOUTHWEST FWY 4TH FLOOR SUGAR LAND, TX 77478	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/28/2021	$0
4	ACS SERVICES, INC.	160 MANLEY STREET BROCKTON, MA 02301	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/30/2008	$0
5	AFL TELECOMMUNICATIONS	170 RIDGEVIEW CENTER DR DUNCAN, SC 29334	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/4/2005	$0
6	AGFIRST FARM CREDIT BANK	PO BOX 1499 COLUMBIA, SC 29202-1499	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2005	$0
7	AGFIRST FARM CREDIT BANK	PO BOX 1499 COLUMBIA, SC 29202-1499	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2022	$0
8	AGRICULTURAL BANK OF CHINA	277 PARK AVENUE 30TH FLOOR NEW YORK, NY 10172	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2012	$0
9	ALBERT EINSTEIN HEALTHCARE NETWORK	1000 WEST TABOR ROAD PHILADELPHIA, PA 19141	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2005	$0
10	ALPHA FINANCIAL SOFTWARE, LLC	140 CENTURY MILL ROAD BOLTON, MA 01740	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2020	$0
11	ALPHA SYSTEMS	458 PIKE ROAD HUNTINGDON VALLEY, PA 19006	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/31/2013	$0
12	AMADEUS GLOBAL OPERATIONS AMERICAS, INC.	3470 NW 82ND AVE., SUITE 1000 MIAMI, FL 33122	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2021	$0
13	AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC	6201 15TH AVENUE BROOKLYN, NY 11219	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/15/2010	$0
14	AMUNDI PIONEER ASSET MANAGEMENT USA, INC.	60 STATE ST. BOSTON, MA 02109	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2021	$0
15	APPLIED SYSTEMS INC	200 APPLIED PARKWAY UNIVERSITY PARK, IL 60484	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/15/2009	$0
16	ARBELLA SERVICE COMPANY, INC.	1100 CROWN COLONY DRIVE QUINCY, MA 02269	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2016	$0
17	ARCHWAY MARKETING SERVICES	20000 DIAMOND LAKE ROAD ROGERS, MN 55374	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2017	$0
18	ASSURED GUARANTY MUNICIPAL CORP.; FINANCIAL SECURITY ASSURANCE	1633 BROADWAY 23RD FLOOR NEW YORK, NY 10019	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2008	$0
19	ASTILA CORPORATION	P.O. BOX 2015 WOODSTOCK, GA 30188	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/15/2021	$0
20	ASTRAZENECA UK LIMITED	MIDDLEWOOD COURT LOGISTICS CENTRE - BLOCK 109 ARDLEY PARK MACCLESFIELD, CHESHIRE SK104TG	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/22/2016	$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
21	AT&T - ILEC	740 N. BROADWAY MILWAUKEE, WI 53202	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	1/15/2014	$0
22	AT&T CORP.	740 N. BROADWAY MILWAUKEE, WI 53202	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	1/15/2014	$0
23	AUTODESK INC.	111 MCINNIS PKWY SAN RAFAEL, CA 94903	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/18/2011	$0
24	AUTODESK INC.	111 MCINNIS PKWY SAN RAFAEL, CA 94903	SUNGARD AVAILABILITY SERVICES, LP	REINSTATED AND AMENDED MASTER SERVICES AGREEMENT	1/1/2022	$0
25	AWAC SERVICES COMPANY	199 WATER ST NEW YORK, NY 10038	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/1/2008	$0
26	AXA INVESTMENT MANAGERS, INC.	100 WEST PUTNAM AVE. GREENWICH, CT 06830	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/15/2008	$0
27	AXOS CLEARING LLC	1200 LANDMARK CTR, STE 800 OMAHA, NE 68102	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2021	$0
28	BACKBLAZE, INC.	500 BEN FRANKLIN CT SAN MATEO, CA 94401	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/1/2012	$0
29	BAIM INSTITUTE FOR CLINICAL RESEARCH; HARVARD CLINICAL RESEARCH INSTITUTE	930 COMMONWEALTH AVENUE WEST -ENTRANCE ON PLEASANT ST. BOSTON, MA 02215	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/1/2007	$0
30	BALLARD SPAHR LLP	1735 MARKET ST 51ST ST PHILADELPHIA, PA 19103	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES; No MSA in folder	9/1/2006	$0
31	BANK OF AMERICA, N.A.	6034 W. COURTYARD DRIVE SUITE 210 AUSTIN, TX 78730-5032	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICES AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/20/2005	$0
32	BAYADA HOME HEALTH CARE; BAYADA NURSES	4300 HADDONFIELD ROAD WEST BUILDING PENNSAUKEN, NJ 08109	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/15/2010	$0
33	BAYERISCHE LANDESBANK, NEW YORK BRANCH	BAYERISCHE LANDESBANK, NY BRANCH 560 LEXINGTON AVE NEW YORK, NY 10022	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2007	$0
34	BAYNODE	4 EMBARCADERO CTR, STE 3350 SAN FRANCISCO, CA 94111	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/15/2021	$0
35	BDP INTERNATIONAL	510 WALNUT STREET PHILADELPHIA, PA 19106	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/1/2006	$0
36	BGRS, LLC	39 WYNFORD DRIVE TORONTO, ON M3C 3K5 CANADA	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/4/2018	$0
37	BGRS, LLC	39 WYNFORD DRIVE TORONTO, ON M3C 3K5 CANADA	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2012	$0
38	BHG HOLDINGS, LLC A DELAWARE LIMITED LIABILITY COM	8300 DOUGLAS AVE STE 750 DALLAS, TX 75225	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2012	$0
39	BLACKSTONE ADMINISTRATIVE SERVICES PARTNERSHIP L.P	345 PARK AVE NEW YORK, NY 10154-0004	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2007	$0
40	BLUCORA, INC.	3200 OLYMPUS BLVD SUITE 100 DALLAS, TX 75019	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/15/2015	$0
41	BNY MELLON ASSET MANAGEMENT NORTH AMERICA CORPORATION; MELLON CAPITAL MANAGEMENT CORPORATION	50 FREMONT STREET - SUITE 3900 SAN FRANCISCO, CA 94105	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/17/2017	$0
42	BRACEBRIDGE CAPITAL, LLC	888 BOYLSTON STREET, SUITE 1500 BOSTON, MA 02199	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/8/2005	$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
43	BRAND INDUSTRIAL SERVICES INC.	1325 COBB INTERNATIONAL DRIVE SUITE A-1 KENNESAW, GA 30152	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2007	$0
44	BRIGHTVIEW LANDSCAPES, LLC	980 JOLLY RD STE 300 BLUE BELL, PA 19422	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/14/2020	$0
45	BROGDON INDUSTRIES	320 DIVIDEND DRIVE, STE 800 PEACHTREE CITY, GA 30269	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/1/2021	$0
46	BRYAN CAVE LLC	211 NORTH BROADWAY, SUITE 3600 SAINT LOUIS, MO 63102	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/24/2016	$0
47	BUCKNER INTERNATIONAL	700 N PEARL STREET, SUITE 1200 DALLAS, TX 75201	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/30/2009	$0
48	BUILDING SERVICE 32BJ HEALTH FUND	25 WEST 18TH ST 5TH FLOOR NEW YORK, NY 10011	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/1/2011	$0
49	BUSINESSONE TECHNOLOGIES	3220 TILLMAN DRIVE SUITE 101 BENSALEM, PA 19020	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2007	$0
50	C.V. STARR & CO., INC.; STARR INTERNATIONAL USA, INC.	399 PARK AVENUE 3RD FLOOR NEW YORK, NY 10022	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/15/2011	$0
51	CABLEVISION LIGHTPATH	200 JERICHO QUADRANGLE JERICHO, NY 11753	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	8/1/2014	$0
52	CAPITAL FITNESS, INC	47W210 US 30 BIG ROCK, IL 60511	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/29/2010	$0
53	CARDCONNECT, LLC; PRINCETON PAYMENT SOLUTIONS	1000 CONTINENTAL DR. SUITE 300 KING OF PRUSSIA, PA 19406	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2010	$0
54	CASEY FAMILY PROGRAMS	2001 8TH AVENUE SUITE 2700 SEATTLE, WA 98121	SUNGARD AVAILABILITY SERVICES, LP	SALESSTORE AGREEMENT	3/2/2011	$0
55	CASTLIGHT HEALTH	150 SPEAR STREET SUITE 400 SAN FRANCISCO, CA 94105	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2013	$0
56	CENTURYLINK COMMUNICATIONS, LLC	1025 ELDORADO BLVD. BROOMFIELD, CO 80021	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	7/1/2019	$0
57	CEOS ONLY LIMITED CO.	105 HAWKSTONE WAY ALPHARETTA, GA 30022	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/19/2021	$0
58	CGB ENTERPRISES, INC.	1127 HIGHWAY 190 EAST SERVICE ROAD COVINGTON, LA 70433	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2006	$0
59	CHARTER COMMUNICATIONS INC	12405 POWERSCOURT DRIVE SAINT LOUIS, MO 63131	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	2/1/2014	$0
60	CHINA CONSTRUCTION BANK CORPORATION NEW YORK BRANCH	1095 AVENUE OF THE AMERICAS 33RD FLOOR NEW YORK, NY 10036	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2009	$0
61	CHRONIC DISEASE FUND D/B/A GOOD DAYS FROM CDF	6900 N. DALLAS PARKWAY SUITE 200 PLANO, TX 75024	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/13/2010	$0
62	CHSPSC, LLC	4000 MERIDIAN BLVD FRANKLIN, TN 37067	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/15/2016	$0
63	CIRCLE COMPUTER RESOURCES, INC.	845 CAPITAL DRIVE SOUTHWEST CEDAR RAPIDS, IA 52404	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2021	$0
64	CITIZENS BANK, NATIONAL ASSOCIATION	100-A SOCKANOSSET CROSSROAD RDC 215 CRANSTON, RI 02920	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/15/2014	$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
65	CLOROX SERVICES COMPANY	1221 BROADWAY OAKLAND, CA 94612	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2017	$0
66	COGENT COMMUNICATIONS, INC.	2450 N STREET NW 4TH FLOOR ATTN: VP REAL ESTAT WITH COPY TO: LEGAL DEPARTMENT WASHINGTON, DC 20037	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	CARRIER MASTER COLOCATION AGREEMENT DATED JULY 1, 2021	7/1/2021	$0
67	COGENT COMMUNICATIONS, INC.	2450 N STREET NW 4TH FLOOR WASHINGTON, DC 20037	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2014	$0
68	COGNIZANT TECHNOLOGY SOLUTIONS US CORPORATION	500 FRANK W. BURR BLVD. TEANECK, NJ 07666	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2014	$0
69	COMCAST CABLE COMMUNICATIONS, LLC	ONE COMCAST CENTER1701 JFK BLVD. PHILADELPHIA, PA 19103	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	7/22/2013	$0
70	COMMONWEALTH OF MASSACHUSETTS	100 CAMBRIDGE STREET, 6TH FLOOR BOSTON, MA 02114	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT	1/1/2004	$0
71	CONCORDE, INC.	1835 MARKET STREET SUITE 1200 PHILADELPHIA, PA 19103	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/1/2013	$0
72	CONFLUENCE TECHNOLOGIES, INC.	NOVA TOWER ONE ONE ALLEGHENY SQUARE, SUITE 800 PITTSBURGH, PA 15212	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2007	$0
73	CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES	121 S. 17TH STREET MATTOON, IL 61938	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	4/1/2014	$0
74	CORT	8303 NORTH MOPAC EXPRESSWAY SUITE 405A AUSTIN, TX 78759	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2007	$0
75	COSTAR REAL ESTATE MANAGER, INC.	1900 EMERY STREET SUITE 300 ATLANTA, GA 30318	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2007	$0
76	COURT SQUARE GROUP	1350 MAIN STREET, 5TH FLOOR SPRINGFIELD, MA 01103	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/15/2011	$0
77	CRITICAL HEALTHCARE MANAGEMENT LLC	PO BOX 797604 DALLAS, TX 75379	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/15/2020	$0
78	CROWN CASTLE FIBER LLC	185 TITUS AVE WARRINGTON, PA 18976-2424	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	1/1/2014	$0
79	CROWN CASTLE FIBER, LLC.	80 CENTRAL STREET BOXBOROUGH, MA 01719	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	9/29/2014	$0
80	CROWN CASTLE FIBER, LLC.	80 CENTRAL STREET BOXBOROUGH, MA 01719	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2017	$0
81	CROWN CASTLE FIBER, LLC.	300 MERIDIAN CENTRE ROCHESTER, NY 14618	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/18/2010	$0
82	DARDEN CORPORATION	1050 DARDEN CENTER DRIVE ORLANDO, FL 32837	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2012	$0
83	DATTO, INC.	101 MERRITT 7 NORWALK, CT 06851	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2020	$0
84	DELTA DENTAL OF RI	10 CHARLES STREET PROVIDENCE, RI 02904	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/1/2007	$0
85	DEXIA CREDIT LOCAL, NEW YORK BRANCH	445 PARK AVE NEW YORK, NY 10022-2606	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/29/2016	$0
86	DIGITAL AGENT, LLC	2300 WINDY RIDGE PARKWAY SE, SUITE R-50 ATLANTA, GA 30339	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2021	$0
87	DIMENSION DATA NORTH AMERICA INC.	100 MOTOR PARKWAY SUITE 158 HAUPPAUGE, NY 11788	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2009	$0

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88	DISTRIBION	8350 N. CENTRAL EXPRESSWAY SUITE 1600 DALLAS, TX 75206	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2010	$0
89	DOCUSIGN, INC.	1301 2ND AVE, SUITE 2000 SEATTLE, WA 98101-98101	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/15/2017	$0
90	DUPRE LOGISTICS LLC	201 ENERGY PARKWAY SUITE 500 LAFAYETTE, LA 70508	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2009	$0
91	DYNAMIC TAX SOLUTIONS, INC.	12600 DEERFIELD PKWY., SUITE 100 ALPHARETTA, GA 30004	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2010	$0
92	DYNATRON SOFTWARE	2703 TELECOM PKWY SUITE 140A RICHARDSON, TX 75082	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/1/2020	$0
93	EBIX.COM, INC.	ONE EBIX WAY JOHNS CREEK, GA 30097	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/3/2003	$0
94	ECOLOGIX LLC	10820 COMPOSITE DRIVE DALLAS, TX 75220	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/15/2021	$0
95	EMC CORPORATION (TRUSTMARK PROJECT)	8000 SOUTH CHESTER ST SUITE 600 CENTENNIAL, CO 80112	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/10/2006	$0
96	EORIGINAL INC.	401 NORTH BROAD STREET PHILADELPHIA, PA 19108	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/19/2006	$0
97	ESOLUTIONS, INC.	888 W. MARKET STREET LOUISVILLE, KY 40202	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2019	$0
98	ESQUIRE BANK	100 JERICHO QUADRANGLE STE 100 JERICHO, NY 11753	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2010	$0
99	ESSENT GUARANTY, INC.	SUITE 300 101 S. STRATFORD RD WINSTON-SALEM, NC 27104	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2012	$0
100	EVERCORE PARTNERS SERVICES EAST L.L.C.	1325 AVENUE OF THE AMERICAS 11TH FLOOR NEW YORK, NY 10019	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2019	$0
101	EXAMWORKS, INC.	3280 PEACHTREE RD NE STE 2625 ATLANTA, GA 30305-2457	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2014	$0
102	EXCHANGE BANK	440 AVIATION BLVD. SANTA ROSA, CA 95403	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/15/2008	$0
103	FEDERAL-MOGUL MOTORPARTS CORPORATION	27300 WEST 11 MILE ROAD SOUTHFIELD, MI 48034	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2016	$0
104	FEDERAL-MOGUL POWERTRAIN LLC	27300 WEST 11 MILE ROAD, TOWER 300 SOUTHFIELD, MI 48034	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/6/2009	$0
105	FIBERLIGHT	11700 GREAT OAKS WAY SUITE 100 ALPHARETTA, GA 30022	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	2/28/2020	$0
106	FILEX	12150 MAGNOLIA CIR ALPHARETTA, GA 30005	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/15/2021	$0
107	FIRST BANKING SERVICES	2301 S.E. TONE DR ANKENY, IA 50021	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2010	$0
108	FIRST COMMAND FINANCIAL SERVICES	1 FIRSTCOMM PLAZA FORT WORTH, TX 76109	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/20/2009	$0
109	FIRST INVESTORS FINANCIAL SERVICES	380 INTERSTATE NORTH PARKWAY SUITE 300 ATLANTA, GA 30339	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/30/2008	$0
110	FIRST REPUBLIC BANK	388 MARKET STREET 2ND FLOOR SAN FRANCISCO, CA 94111	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/15/2018	$0

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111	FITCH RATINGS, INC.	33 WHITEHALL STREET NEW YORK, NY 10004	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/1/2014	$0
112	FLATIRON CONSTRUCTION, CORP	385 INTERLOCKEN CRESCENT SUITE 900 BROOMFIELD, CO 80021	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/20/2009	$0
113	FLEXTECS	FLEXTECS NORTH AMERICA, LLC 1395 S MARIETTA PKWY BLDG 500, STE 202 MARIETTA, GA 30067	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/23/2010	$0
114	FORMA THERAPEUTICS, INC.	500 ARSENAL STREET, SUITE 100 WATERTOWN, MA 02472	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2020	$0
115	FREDERICK SWANSTON	2400 LAKEVIEW PARKWAY SUITE 175 ALPHARETTA, GA 30009	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/15/2021	$0
116	FRONTLINE EDUCATION	1400 ATWATER DRIVE MALVERN, PA 19355	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2008	$0
117	FULCRUM LEGAL GRAPHICS	4000 CIVIC CENTER DRIVE, SUITE 360 , SAN RAFAEL, CA 94903	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2021	$0
118	G&H TOWING COMPANY, INC.	PO DRAWER 2270 GALVESTON, TX 77553	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/15/2009	$0
119	GANDARA BEHAVIORAL HEALTH CENTER	147 NORMAN STREET WEST SPRINGFIELD, MA 01089	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2019	$0
120	GARDEN OF LIFE, INC.	4200 NORTHCORP PARKWAY SUITE 200 PALM BEACH GARDENS, FL 33410	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2009	$0
121	GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC.	3150 FAIRVIEW PARK DRIVE FALLS CHURCH, VA 22042	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/15/2017	$0
122	GEORGIA DIVISION OF INVESTMENT SERVICES	TWO NORTHSIDE 75 SUITE 500 ATLANTA, GA 30318	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2005	$0
123	GLOBAL AFFILIATES, INC.	230 SUGARTOWN ROAD, SUITE 220 WAYNE, PA 19087	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/15/2014	$0
124	GOYA FOODS, INC.	350 COUNTY ROAD JERSEY CITY, NJ 07307	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2021	$0
125	GRAPHNET, INC.	30 BROAD STREET, 43RD FLOOR NEW YORK, NY 10004	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2018	$0
126	GTT	7900 TYSONS ONE PLACE SUITE 1450 MCLEAN, VA 22102	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/30/2011	$0
127	GTT	114 SANSOME ST, 11 FL SAN FRANCISCO, CA 94104	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	12/1/2013	$0
128	HALIFAX HEALTH	C/O HALIFAX HOSPITAL MEDICAL CENTER, A SPECIAL TAXING DISTRICT 303 N. CLYDE MORRIS BLVD DAYTONA BEACH, FL 32114	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2013	$0
129	HANCOCK WHITNEY BANK	20491 LANDON RD GULFPORT, MS 39503	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/2/2006	$0
130	HARBISONWALKER INTERNATIONAL, INC.	1305 CHERRINGTON PKWY SUITE 100 MOON TOWNSHIP, PA 15108	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/1/2012	$0
131	HERITAGE BANK OF COMMERCE	224 AIRPORT PARKWAY SAN JOSE, CA 95110	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2011	$0
132	HIGHMARK RESIDENTIAL, LLC	5429 LBJ FREEWAY SUITE 800 DALLAS, TX 75240	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/31/2014	$0

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133	HIGHQ INC.	610 OPPERMAN DRIVE EAGAN, MN 55123	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/20/2015	$0
134	HOLLYFRONTIER CORPORATION	2828 N HARWOOD ST STE 1300 DALLAS, TX 75201	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2010	$0
135	HS&BA, INC.	4160 DUBLIN BLVD., SUITE 400 DUBLIN, CA 94568	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2020	$0
136	IKASYSTEMS CORPORATION, DBA ADVANTASURE	1000 TOWNCENTER SOUTHFIELD, MI 48075	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2007	$0
137	INFO DRIVEN SOLUTIONS LLC	41 UNIVERSITY DRIVE NEWTOWN, PA 18940	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2020	$0
138	INNODATA DOCGENIX	THREE UNIVERSITY PLAZA HACKENSACK, NJ 07601	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2012	$0
139	INNODATA SYNODEX LLC	3 UNIVERSITY PLAZA, STE 506 HACKENSACK, NJ 07601	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/15/2011	$0
140	INNOVATIVE LITIGATION SERVICES, LLC	1773 WESTBOROUGH DR., SUITE 400 KATY, TX 77449	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2020	$0
141	INNOVATIVE TECHNOLOGY SOLUTIONS	6522 AIRPORT CENTER DR GREENSBORO, NC 27409	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/31/2014	$0
142	INSPRO TECHNOLOGIES	MAJESCO 412 MT. KEMBLE AVENUE, SUITE 110C MORRISTOWN, NJ 07960	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2009	$0
143	INSTAMED COMMUNICATIONS, LLC	ACCOUNTING DEPARTMENT 1880 JFK BLVD. 12TH FLOOR PHILADELPHIA, PA 19103	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/1/2009	$0
144	INSURANCE HOUSE	400 GALLERIA PARKWAY, SUITE 1100 ATLANTA, GA 30339	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/6/2018	$0
145	INTERNATIONAL BUSINESS MACHINES CORPORATION	100 PHOENIX DRIVE ANN ARBOR, MI 48108	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/30/2009	$0
146	INTERNATIONAL RISK MANAGEMENT	12222 MERIT DRIVE SUITE 1600 DALLAS, TX 75251-2266	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/13/2008	$0
147	INTERWEST INSURANCE SERVICES	8950 CAL CENTER DR BLDG 3, SUITE 200 SACRAMENTO, CA 95826	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/1/2011	$0
148	INTOUCH TECHNOLOGIES, INC.	7402 HOLLISTER AVENUE SANTA BARBARA, CA 93117	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/5/2010	$0
149	INTRALINKS, INC.	404 WYMAN STREET SUITE 1000 WALTHAM, MA 02451	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2018	$0
150	INTUITION LLC	6735 SOUTHPOINT DRIVE SOUTH, STE 300 JACKSONVILLE, FL 32216	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2002	$0
151	INVESCO ADVISERS, INC.	1555 PEACHTREE STREET NE ATLANTA, GA 30309	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/1/2005	$0
152	INVESTORS BANK	101 WOOD AVENUE S. 10TH FLOOR ISELIN, NJ 08830	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2011	$0
153	IPC NETWORK SERVICES INC.	HARBORSIDE FINANCIAL CENTER, PLAZA 10, 3 SECOND STREET 15TH FLOOR, 1500 PLAZA 10 JERSEY CITY, NJ 07311	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	3/8/2016	$0
154	IPIPELINE, INC.	222 VALLEY CREEK BOULEVARD SUITE 300 EXTON, PA 19341	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2010	$0

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155	ISTREET SOLUTIONS, LLC	3017 DOUGLAS BLVD.SUITE 300 ROSEVILLE, CA 95661	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/15/2020	$0
156	JACKPINE TECHNOLOGIES	1 MILL AND MAIN PLACE, SUITE 330 MAYNARD, MA 01754	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/1/2020	$0
157	JACOBS LEVY EQUITY MGMT INC	100 CAMPUS DR FLORHAM PARK, NJ 07932-0650	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT	4/1/2003	$0
158	JACOBS LEVY EQUITY MGMT INC	100 CAMPUS DR PO BOX 650 FLORHAM PARK, NJ 07932	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2006	$0
159	JET PROPULSION LABORATORY	4800 OAK GROVE DRIVE M/S 601-209 PASADENA, CA 91109	SUNGARD AVAILABILITY SERVICES, LP	VERICENTER AGREEMENT	6/13/2007	$0
160	JET PROPULSION LABORATORY	4800 OAK GROVE DRIVE M/S 601-209 PASADENA, CA 91109	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/1/2010	$0
161	JETPAY CORPORATION; AD COMPUTER CORPORATION	3361 BOYINGTON DR #180 CARROLLTON, TX 75006	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/15/2012	$0
162	K2SHARE LLC	1005 UNIVERSITY DR EAST COLLEGE STATION, TX 77840	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2010	$0
163	K2SHARE LLC	1005 UNIVERSITY DR EAST COLLEGE STATION, TX 77840	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2018	$0
164	KAISER ALUMINUM FABRICATED PRODUCTS, L.L.C.	27422 PORTOLA PKWY, SUITE 200 FOOTHILL RANCH, CA 92610	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/25/2011	$0
165	KELMAR ASSOCIATES	500 EDGEWATER DRIVE SUITE 525 WAKEFIELD, MA 01880	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2013	$0
166	KIK CORP	7300 KEELE STREET VAUGHAN, ON L4K 0A6 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	10/1/2014	$0
167	LAIRD PLASTICS	5800 CAMPUS CIRCLE DRIVE E SUITE 150 B IRVING, TX 75063	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2005	$0
168	LAITRAM	5200B TOLER STREET HARAHAN, LA 70123	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2010	$0
169	LIGHTSPEED TECHNOLOGY GROUP	1750 MAIN ST. CONYERS, GA 30012	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/31/2008	$0
170	LKQ CORPORATION	500 W MADISON ST STE 2800 CHICAGO, IL 60661-2506	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2009	$0
171	LOGIX COMMUNICATIONS, LP; ALPHEUS COMMUNICATIONS, LLC	1301 FANNIN 20TH FLOOR HOUSTON, TX 77002	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	9/10/2015	$0
172	LOGIX COMMUNICATIONS, LP; ALPHEUS COMMUNICATIONS, LLC	1301 FANNIN 20TH FLOOR HOUSTON, TX 77002	SUNGARD AVAILABILITY SERVICES, LP	COLOCATION SERVICES AGREEMENT	7/10/2006	$0
173	LOGIX COMMUNICATIONS, LP	2950 N. LOOP WEST, SUITE 800 HOUSTON, TX 77092	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	11/1/2017	$0
174	LONG TERM CARE PARTNERS, LLC	100 ARBORETUM DRIVE PORTSMOUTH, NH 03801	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT	5/15/2003	$0
175	LONG TERM CARE PARTNERS, LLC	100 ARBORETUM DRIVE PORTSMOUTH, NH 03801	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR US AVAILABILITY SERVICES	5/15/2003	$0
176	LUCILE PACKARD FOUNDATION FOR CHILDRENS HEALTH	400 HAMILTON AVE STE 340 PALO ALTO, CA 94301-1834	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2018	$0
177	MACQUARIE HOLDINGS (U.S.A.) INC.; MACQUARIE GLOBAL SERVICES (USA) LLC	125 W. 55TH STREET NEW YORK, NY 10019	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR US AVAILABILITY SERVICES	7/1/2007	$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
178	MAIN LINE HEALTH, INC.	1180 WEST SWEDESFORD ROAD SOUTHPOINT TWO BERWYN, PA 19312	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/22/2010	$0
179	MARIN MUNICIPAL WATER DISTRICT	220 NELLEN AVE CORTE MADERA, CA 94925	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/24/2012	$0
180	MARIN MUNICIPAL WATER DISTRICT	220 NELLEN AVE CORTE MADERA, CA 94925	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/15/2011	$0
181	MARKIT NORTH AMERICA INC.	13455 NOEL ROAD LB #22 SUITE 1150 DALLAS, TX 75240	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/24/2008	$0
182	MASHREQ BANK PSC	17 STATE STREET SUITE 2230 NEW YORK, NY 10004	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/1/2007	$0
183	MASONITE CORPORATION	ONE TAMPA CITY CENTER 201 N. FRANKLIN STREET, SUITE 300 TAMPA, FL 33602	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/24/2008	$0
184	MATHER ECONOMICS	1215 HIGHTOWER TRAIL, BLDG A, S100 ATLANTA, GA 30350	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2020	$0
185	MCGLINCHEY STAFFORD PLLC	MCGLINCHEY STAFFORD PLLC ATTN: ACCOUNTS PAYABLE ITACCOUNTSPAYABLE@MCGLINCHEY.COM 601 POYDRAS ST #1200 NEW ORLEANS, LA 70130	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2009	$0
186	MCIMETRO ACCESS TRANSMISSION SERVICES CORP.; VERIZON BUSINESS NETWORK SERVICES, INC.	6929 N. LAKEWOOD AVE. TULSA, OK 74117	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	12/1/2014	$0
187	MEDQUEST ASSOCIATES, INC.	3480 PRESTON RIDGE RD SUITE 600 ALPHARETTA, GA 30005	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2006	$0
188	MEGAPORT (USA), INC.	3790 EMBARCADERO LN SUITE 100 CARLSBAD, CA 92011	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/20/2020	$0
189	METROPLUS HEALTH PLAN	160 WATER STREET 3RD FLOOR NEW YORK, NY 10038	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/16/2007	$0
190	MIDTOWN MICRO	P.O.BOX 1104 RANCHO CORDOVA, CA 95741	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/15/2014	$0
191	MILLIMAN, INC.	10000 N. CENTRAL EXPRESSWAY SUITE 1500 DALLAS, TX 75231	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/1/2009	$0
192	MODERN BUSINESS ASSOCIATES	9455 KOGER BOULEVARD SUITE 200 SAINT PETERSBURG, FL 33702	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2018	$0
193	MONTGOMERY COUNTY, PA	P.O. BOX 311 NORRISTOWN, PA 19404-0311	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2022	$0
194	MORGANITE INDUSTRIES, INC	4000 WESTCHASE BLVD #170 RALEIGH, NC 27607	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/1/2013	$0
195	MORTGAGE CONTRACTING SERVICES, LLC	4890 W KENNEDY BLVD. SUITE 500 TAMPA, FL 33609	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/13/2009	$0
196	MORTGAGE CONTRACTING SERVICES, LLC	4890 W KENNEDY BLVD. SUITE 500 TAMPA, FL 33609	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT	12/15/2003	$0
197	MOUNT SINAI ENTITIES	1425 MADISON AVENUE NEW YORK, NY 10029	SUNGARD AVAILABILITY SERVICES, LP	SERVICE PURCHASE AGREEMENT	11/1/2015	$0
198	MOUSER ELECTRONICS	1000 N MAIN ST MANSFIELD, TX 76063	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/15/2012	$0
199	MOUSER ELECTRONICS	1000 N MAIN ST MANSFIELD, TX 76063	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/15/2012	$0

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200	NARRAGANSETT BAY INSURANCE COMPANY	1301 ATWOOD AVE SUITE 316E JOHNSTON, RI 02919	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2018	$0
201	NATIONAL BANK OF EGYPT	40 E 52ND ST NEW YORK, NY 10022	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2013	$0
202	NAVINET, INC.	100 SUMMER STREET BOSTON, MA 02110	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2005	$0
203	NAVIS, LLC	NAVIS, INC. 55 HARRISON STREET STE 600 OAKLAND, CA 94607	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2012	$0
204	NEW DEAL DESIGN	1265 BATTERY STREET, FLOOR 5 SAN FRANCISCO, CA 94111	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2021	$0
205	NEW YORK CITY HEALTH AND HOSPITALS CORPORATION	55 WATER STREET NEW YORK, NY 10038	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/1/2019	$0
206	NOVANTAS	485 LEXINGTON AVENUE 20TH FLOOR NEW YORK, NY 10017	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2021	$0
207	NUANCE COMMUNICATIONS, INC.	1 WAYSIDE ROAD BURLINGTON, MA 01803	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2018	$0
208	NUANCE COMMUNICATIONS, INC.	1 WAYSIDE ROAD BURLINGTON, MA 01803	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT	12/31/2002	$0
209	NYU LANGONE HOSPITALS	550 FIRST AVENUE NEW YORK, NY 10016	SUNGARD AVAILABILITY SERVICES, LP	AMENDED AND RESTATED MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2020	$0
210	OMNIPOTECH HOSTING LTD.; REPLYL, INC.	11422A CRAIGHEAD DR. HOUSTON, TX 77025	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2010	$0
211	OMNIPOTECH HOSTING LTD.; REPLYL, INC.	1820 BONANZA ST WALNUT CREEK, CA 94596	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/1/2011	$0
212	OPENTEXT	C/O OPEN TEXT INC 2950 S DELAWARE ST STE 400 BAY MEADOWS STATION 3 BLDG SAN MATEO, CA 94403	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/1/2021	$0
213	OPS ON DEMAND, INC.	807 ROOSEVELT AVE REDWOOD CITY, CA 94061	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2013	$0
214	OPSRAMP, INC.	2580 N FIRST STREET SUITE 480, SAN JOSE, CA 95131	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2012	$0
215	ORACLE AMERICA, INC.	1001 SUNSET BLVD ROCKLIN, CA 95765	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2020	$0
216	OS33; ETCI	P.O.BOX 4668 PMB92946 NEW YORK, NY 10163-4668	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/2/2008	$0
217	OVERHEAD DOOR CORP.	2501 SOUTH STATE HWY 121 SUITE 200 LEWISVILLE, TX 75067	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2011	$0
218	OXBLUE CORPORATION	1777 ELLSWORTH INUSTRIAL BLVD NW ATLANTA, GA 30318	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/18/2012	$0
219	OZ MANAGEMENT LP	9 WEST 57TH STREET 39TH FLOOR NEW YORK, NY 10019	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/31/2017	$0
220	PAS-HOSTING, LLC	406 SW 30TH AVENUE CAPE CORAL, FL 33991	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/15/2018	$0
221	PASON SYSTEMS USA CORP.; PASON SYSTEMS INC.	6130 3RD STREET, SE CALGARY, AB T2H 1K4 CANADA	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/31/2012	$0

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222	PASSENGER GROUND LOGISTICS TECHNOLOGY (PGLT)	36-36 33RD STREET, SUITE 308 LONG ISLAND CITY, NY 11106	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2020	$0
223	PAUL WEISS RIFKIND WHARTON & GARRISON	1285 AVENUE OF AMERICAS NEW YORK, NY 10019	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/28/2007	$0
224	PC CONNECTION, INC. MOREDIRECT, INC.	730 MILFORD ROAD MERRIMACK, NH 03054	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2009	$0
225	PEACHTREE SOLUTIONS	6000 SHAKERAG HILL SUITE 104 PEACHTREE CITY, GA 30269	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/30/2009	$0
226	PENTEC HEALTH, INC.	4 CREEK PARKWAY SUITE A BOOTHWYN, PA 19061	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/31/2009	$0
227	PLATINUM CIRCLE TECHNOLOGIES, INC	1720 WINWARD CONCOURSE SUITE 275 ALPHARETTA, GA 30005	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2008	$0
228	PRACTICAL LABS	322 MAXWELL ROAD SUITE 100 ALPHARETTA, GA 30009	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2021	$0
229	PRINTPACK, INC.	2800 OVERLOOK PARKWAY ATLANTA, GA 30339	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/27/2003	$0
230	PRO UNLIMITED INC.	1350 OLD BAYSHORE HIGHWAY, SUITE 350 BURLINGAME, CA 94010	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2012	$0
231	PROJECT CONSULTANTS, LLC	P.O. BOX 315 SHELL KNOB, MO 65747	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2021	$0
232	RBC CAPITAL MARKETS, LLC	CB RICHARD ELLIS LEASE ADMINISTRAION 5100 POPLAR AVENUE, SUITE 1000 MEMPHIS, TN 38137	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/1/2008	$0
233	RCN TELECOM SERVICES OF NEW YORK, L.P.	22-15 43RD AVE LONG ISLAND CITY, NY 11101	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	7/15/2016	$0
234	REDSTONE FEDERAL CREDIT UNION	220 WYNN DRIVE HUNTSVILLE, AL 35805	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2006	$0
235	REDTAIL SOLUTIONS	210 WEST KENSINGER DR SUITE 100 CRANBERRY TOWNSHIP, PA 16066	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/1/2008	$0
236	REDWOOD TRUST, INC.	8310 SOUTH VALLEY HIGHWAY SUITE 425 ENGLEWOOD, CO 80112	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/1/2006	$0
237	REFLEXIS SYSTEMS, INC.	170 CHASTAIN MEADOWS ST NW BUILDING D KENNESAW, GA 30144	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2010	$0
238	REYES HOLDINGS LLC	6250 NORTH RIVER ROAD SUITE 9000 ROSEMONT, IL 60018	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2007	$0
239	RPMGLOBAL USA INC.	7921 SOUTHPARK PLZ STE 210 LITTLETON, CO 80120	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2022	$0
240	RPNC SYSTEMS, INC	845, LIBERTY CT PISCATAWAY, NJ 08854	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2012	$0
241	RXADVANCE	2 PARK CENTRAL DRIVE SOUTHBOROUGH, MA 01772	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2016	$0
242	SABA SOFTWARE INC.	4120 DUBLIN BLVD SUITE #200 DUBLIN, CA 94568	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/3/2021	$0
243	SAINT-GOBAIN SHARED SERVICES CORPORATION	20 MOORES ROAD MALVERN, PA 19355	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/1/2010	$0
244	SAMSUNG SDS AMERICA, INC.; MTS ALLSTREAM INC.	100 CHALLENGER ROAD 6TH FLOOR RIDGEFIELD PARK, NJ 07660	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2010	$0

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245	SAMSUNG SDS AMERICA, INC.; MTS ALLSTREAM INC.	100 CHALLENGER ROAD 6TH FLOOR RIDGEFIELD PARK, NJ 07660	SUNGARD AVAILABILITY SERVICES, LP	HOSTING MASTER SERVICES AGREEMENT	4/1/2008	$0
246	SAREPTA THERAPEUTICS, INC.	215 1ST. STREET CAMBRIDGE, MA 02142	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2009	$0
247	SC & ASSOCIATES, LLP	13 BOLTON DR MANHASSET, NY 11030	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2021	$0
248	SCP DISTRIBUTORS LLC	109 NORTHPARK BLVD. 4TH FLOOR COVINGTON, LA 70433	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2010	$0
249	SEDGWICK CLAIMS MANAGEMENT SERVICES, INC. FOX HILL HOLDINGS, INC.	ONE UPPER POND RD BUILDING F, 4TH FLOOR PARSIPPANY, NJ 07054	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2005	$0
250	SIERRA-CEDAR, INC.	1255 ALDERMAN DRIVE ALPHARETTA, GA 30005-4156	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICES AGREEMENT	9/5/2000	$0
251	SINTECMEDIA NYC, INC.	530 5TH AVENUE, 19TH FLOOR NEW YORK, NY 10036	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2016	$0
252	SIRIOS CAPITAL MANAGEMENT	1 INTERNATIONAL PLACE #3000 BOSTON, MA 02110	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2009	$0
253	SKILLSOFT	300 INNOVATIVE WAY SUITE 201 NASHUA, NH 03062	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2009	$0
254	SKYLINE STEEL, LLC	8 WOODHOLLOW ROAD SUITE 102 PARSIPPANY, NJ 07054	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2012	$0
255	SMARTCOMMS, LLC THUNDERHEAD INC.	15950 N. DALLAS PKWY SUITE 400 DALLAS, TX 75248	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/17/2012	$0
256	SOCKETLABS ACQUISITION, LLC	700 TURNER INDUSTRIAL WAY SUITE 100 ASTON, PA 19014	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2012	$0
257	SOLARWINDS WORLDWIDE, LLC	1301 S MOPAC EXP BLDG 4 SUITE 360 AUSTIN, TX 78746	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/31/2010	$0
258	SOLUS ALTERNATIVE ASSET MANAGEMENT LP	25 MAPLE STREET SUMMIT, NJ 07901	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/1/2007	$0
259	SOUNDHOUND, INC.	5400 BETSY ROSS DR SANTA CLARA, CA 95054	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2013	$0
260	SOURCE HUB INDIA PRIVATE LIMITED	#29, 3RD FLOOR SRI KRISHNA OPP. RAHEJA PARK MAGADI MAIN ROAD, GOVINDRAJ NAJAR GOVINDRAJ NAJAR, KA 560040 INDIA	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT MASTER AGREEMENT FOR US AVAILABILITY SERVICES	5/1/2009	$0
261	SOUTHEASTERN COMPUTER ASSOCIATES, LLC (SCA)	1690 STONE VILLAGE LANE BUILDING 500, STE 521 KENNESAW, GA 30152	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/28/2011	$0
262	SPECTAGUARD ACQUISITIONS, LLC.	161 WASHINGTON ST. 6TH FLOOR CONSHOHOCKEN, PA 19428	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/1/2007	$0
263	STARWOOD PROPERTY TRUST, INC. LNR PROPERTY	1601 WASHINGTON AVE FL 8 MIAMI BEACH, FL 33139	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/5/2009	$0
264	STATE NATIONAL COMPANIES	1900 L DON DODSON BEDFORD, TX 76021	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/23/2009	$0
265	STEWART TITLE GUARANTY COMPANY	1360 POST OAK BLVD., SUITE 100, MC#15-1 HOUSTON, TX 77056	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2009	$0

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266	SUBARU OF AMERICA, INC.	ONE SUBARU DRIVE CAMDEN, NJ 08103	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2007	$0
267	SYNERGYLYNK	2473 WILSON TERRACE UNION, NJ 07083	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/15/2021	$0
268	SYSTEMWARE INC.	15301 DALLAS PARKWAY STE 1100 ADDISON, TX 75001	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2018	$0
269	T.C. ZIRAAT BANK	122 EAST 42ND STR. SUITE 310 NEW YORK, NY 10168	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/1/2009	$0
270	TARRANT COUNTY HOSPITAL DISTRICT D/B/A JPS HEALTH	1500 SOUTH MAIN STREET FORT WORTH, TX 76104	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2020	$0
271	TEACH FOR AMERICA	25 BROADWAY 12TH FLOOR NEW YORK, NY 10004	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2007	$0
272	TEACHERS RETIREMENT SYSTEM OF GA	2 NORTHSIDE DRIVE 75, SUITE 400 ATLANTA, GA 30318	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICEs	2/15/2006	$0
273	TEACHERS RETIREMENT SYSTEM OF GA	2 NORTHSIDE DRIVE 75, SUITE 400 ATLANTA, GA 30318	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT	11/14/2002	$0
274	THE ALDRIDGE COMPANY	P.O. BOX 56506 HOUSTON, TX 77256	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2012	$0
275	THE BESSEMER GROUP	100 WOODBRIDGE CTR DRIVE WOODBRIDGE, NJ 07095	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/6/2004	$0
276	THE BIG IDEA	331 9TH ST NE ATLANTA, GA 30309	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/15/2021	$0
277	THE MANUFACTURERS LIFE INSURANCE COMPANY	200 BLOOR STREET EAST TORONTO, ON M4W 1E5 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/1/2008	$0
278	THE NORTH HIGHLAND COMPANY	3333 PIEDMONT ROAD, NE SUITE 1000 ATLANTA, GA 30305	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/1/2020	$0
279	THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK	630 WEST 168TH STREET - PH 18-115 NEW YORK, NY 10032	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/27/2010	$0
280	THERAPUTE	6501 PEAKE ROAD #300 MACON, GA 31210	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2006	$0
281	THIRD POINT LLC	55 HUDSON YARDS 51ST FLOOR NEW YORK, NY 10001	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2011	$0
282	THOMAS GALLAWAY CORPORATION DBA TECHNOLOGENT	100 SPECTRUM CENTER DRIVE, STE 700 IRVINE, CA 92618	SUNGARD AVAILABILITY SERVICES, LP	SUBCONTRACTOR AGREEMENT	12/15/2015	$0
283	THOMAS JEFFERSON UNIVERSITY HOSPITALS, INC.	833 CHESTNUT STREET SUITE 600 PHILADELPHIA, PA 19107	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2008	$0
284	TIME WARNER CABLE ENTERPRISES LLC	12405 POWERSCOURT DRIVE SAINT LOUIS, MO 63131	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	2/1/2014	$0
285	TOPBUILD SUPPORT SERVICES, INC.; MASCO CONSTRACTOR SERVICES	475 N. WILLIAMSON BLVD. DAYTONA BEACH, FL 32114	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2019	$0
286	TOPBUILD SUPPORT SERVICES, INC.; MASCO CONSTRACTOR SERVICES	475 N. WILLIAMSON BLVD. DAYTONA BEACH, FL 32114	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2005	$0
287	TORY BURCH	11 WEST 19TH STREET, 7TH FL- NEW YORK, NY 10011	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/4/2012	$0
288	TP ICAP AMERICAS HOLDINGS INC.	155 BISHOPSGATE LONDON, EC2M 3TP	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2021	$0

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289	TRANSACTIS, INC.	1250 BROADWAY 34TH FLOOR NEW YORK, NY 10001	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/30/2013	$0
290	TRUE RELIGION BRAND JEANS	1888 ROSECRANS AVE. MANHATTAN BEACH, CA 90266	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/1/2009	$0
291	TYNDALE COMPANY, INC.	5050 APPLEBUTTER ROAD PIPERSVILLE, PA 18947	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/19/2012	$0
292	UNICEF	UNICEF HOUSE - PROJECT FOCAL POINT 3 UNITED NATIONS PLAZA NEW YORK, NY 10017	SUNGARD AVAILABILITY SERVICES, LP	CONTRACT FOR RELOCATION OF AND HOSTING SOLUTION FOR UNICEF'S EXISTING DISASTER RECOVERY DATA CENTER CONDITIONS RELATING TO THE HOSTING SERVICES	6/9/2011	$0
293	UNICEF	UNICEF HOUSE - PROJECT FOCAL POINT 3 UNITED NATIONS PLAZA NEW YORK, NY 10017	SUNGARD AVAILABILITY SERVICES, LP	CONTRACT NO. 43110856	5/19/2009	$0
294	UNITE PRIVATE NETWORKS	120 S. STEWART RD. LIBERTY, MO 64068	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2012	$0
295	UNITE PRIVATE NETWORKS	120 S. STEWART RD. LIBERTY, MO 64068	SUNGARD AVAILABILITY SERVICES, LP	MASTER COLOCATION AGREEMENT	9/27/2012	$0
296	UNITED MERCHANT SERVICES, INC	255 S STATE RT. 17 HACKENSACK, NJ 07601	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/27/2011	$0
297	UNITED STATES ADVANCED NETWORK, INC.	3080 NORTHWOODS CIRCLE PEACHTREE CORNERS, GA 30071	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/30/2018	$0
298	UNITI FIBER	9501 INTERNATIONAL COURT N ST PETERSBURG, FL 33716	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	10/1/2017	$0
299	UNWIRED LTD	1331 7TH ST., SUITE A BERKELEY, CA 94710	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT MASTER COLOCATION AGREEMENT	12/1/2012	$0
300	US FOODS, INC.	8075 S RIVER TEMPE, AZ 85284	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/1/2013	$0
301	VITAS HEALTHCARE CORP	123 SE 3RD AVE # 440 MIAMI, FL 33111	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2009	$0
302	VOX SCIENCE CORPORATION	3960 HOWARD HUGHES PKWY LAS VEGAS, NV 89169	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2018	$0
303	WE FLORIDA FINANCIAL; CITY COUNTY CREDIT UNION OF FORT LAUDERDALE, A STATE CHARTERED CREDIT UNION	1982 N. STATE ROAD 7 POMPANO BEACH, FL 33063	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/30/2006	$0
304	WELLHEAD ELECTRIC CO.	650 BERCUT DR. SACRAMENTO, CA 95811	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2021	$0
305	WESTERN TOOL & SUPPLY COMPANY	1447 MARIANI CT STE 102 TRACY, CA 95376	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2018	$0
306	WINDSTREAM COMMUNICATIONS, INC.	11101 ANDERSON DRIVE SUITE 100 LITTLE ROCK, AR 72212	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	3/1/2016	$0
307	WOLF, GREENFIELD & SACKS PC	600 ATLANTIC AVENUE BOSTON, MA 02210	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/10/2006	$0
308	WORKWAVE LLC	3600 ROUTE 66 SUITE 400 NEPTUNE, NJ 07753	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2008	$0
309	XO COMMUNICATIONS SERVICES, LLC.	6929 N LAKEWOOD AVE TULSA, OK 74117	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	8/1/2014	$0
310	YARDI SYSTEMS, INC.	430 SOUTH FAIRVIEW AVE GOLETA, CA 93117	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/1/2007	$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
311	ZAYO GROUP, LLC	400 CENTENNIAL PARKWAY - SUITE 200 LOUISVILLE, CO 80027	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/1/2012	$0
312	ZAYO GROUP, LLC	990 S BROADWAY SUITE 100 DENVER, CO 80209	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	8/1/2013	$0
313	ZAYO GROUP, LLC (GOOGLE PROJECT)	1805 29TH ST - SUITE 2050 BOULDER, CO 80301	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER RESELLER AGREEMENT	9/17/2015	$0
314	ZELIS NETWORK SOLUTIONS, LLC COALITION AMERICA, INC.	TWO CONCOURSE PARKWAY SUITE 300 ATLANTA, GA 30328	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2007	$0
315	ZENSAR TECHNOLOGIES INC.	14475 NE 24TH ST SUITE 110 BELLEVUE, WA 98007	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/5/2020	$0

Notes:
[1] Unless otherwise indicated, any reference to a particular agreement includes all service orders, cover sheets, schedules, exhibits, addenda, statements of work or other documents executed pursuant to such agreement and any amendments, modifications or supplements thereto.

Schedule 2: Vendor Agreements

NO.	COUNTERPARTY	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
1	ABM BUILDING SERVICES LLC; ABM JANITORIAL SERVICES, INC.	4100 AMON CARTER BLVD STE 112 FORT WORTH, TX 76155 ATTN: RICK EVANS RICK.EVANS@ABM.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR JANITORIAL SERVICES	4/1/2013	$75,234
2	ABM BUILDING SERVICES LLC	1775 THE EXCHANGE ST ATLANTA, GA 30339 ATTN: KEVIN COLLIGAN KEVIN.COLLIGAN@ABM.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	8/1/2015	$105,190
3	AIR SYSTEMS SERVICE & CONSTRUCTION	10381 OLD PLACERVILLE RD STE 100 SACRAMENTO, CA 95827 ATTN: CHRISTOPHER A MERINO CMERINO@AIRSYSTEMS1.COM	SUNGARD AVAILABILITY SERVICES, LP	PROFESSIONAL SERVICES AGREEMENT	1/1/2016	$11,944
4	AIR SYSTEMS SERVICE & CONSTRUCTION; AIR SYSTEMS OF SACRAMENTO, INC.	10381 OLD PLACERVILLE RD STE 100 SACRAMENTO, CA 95827 ATTN: CHRISTOPHER A MERINO CMERINO@AIRSYSTEMS1.COM	SUNGARD AVAILABILITY SERVICES, LP	FULL-SERVICE MAINTENANCE AGREEMENT	5/28/2021	
5	AMERICAN MECHANICAL SERVICES OF TEXAS (AMS)	3033 KELLWAY DRIVE CARROLLTON, TX 75006 ATTN: JOSEPH FORD JFORD@AMSOFUSA.COM	SUNGARD AVAILABILITY SERVICES, LP	FULL COVERAGE SERVICE CONTRACT	6/1/2022	$0
6	ARBON EQUIPMENT CORP	175 CAMPUS DRIVE PO BOX 6326 EDISON, NJ 08837 ATTN: JOHN DENNIS JDENNIS@RITEHITE.COM	SUNGARD AVAILABILITY SERVICES, LP	PLANNED MAINTENANCE AGREEMENT	1/12/2022	$0
7	ASSOCIATED ELEVATOR COMPANIES	583D FOREST ROAD SOUTH YARMOUTH, MA 02664 ATTN: JANLAURA BIRCHETT	SUNGARD AVAILABILITY SERVICES, LP	LUBRICATION SERVICE PROGRAM AGREEMENT	NONE	$593
8	AT&T SERVICES INC; AT&T CORP.	208 S AKARD STREET AT&T DALLAS, TX 75202 ATTN: TIM GUYETTE TG8268@ATT.COM	SUNGARD AVAILABILITY SERVICES, LP; SUNGARD NETWORK SOLUTIONS, INC.	CIRCUIT ORDERS	VARIOUS	$247,323
9	AUTOMATIC LOGIC CORP	6665 S KENTON STREET SUITE 206 CENTENNIAL, CO 80111 ATTN: GARY MOORE CSPADMIN@ICSICONTROLS.COM	SUNGARD AVAILABILITY SERVICES, LP	PROPOSAL	5/28/2019	$920
10	BISSELL BROS	3207 LUYUNG DRIVE BISSELL BROTHERS RANCHO CORDOVA, CA 95742 ATTN: ARON CULVER ARON@CLEANINGCREW.COM	SUNGARD AVAILABILITY SERVICES, LP	BUILDING MAINTENANCE AND PROPOSAL AGREEMENT	NONE	$0
11	CABLEVISION LIGHTPATH LLC; CABLEVISION LIGHTPATH, INC.	200 JERICHO QUADRANGLE JERICHO, NY 11753 ATTN: ADE ADEMILOLA ADE.ADEMILOLA@LIGHTPATHFIBER.COM	SUNGARD AVAILABILITY SERVICES, LP	CIRCUIT ORDERS	VARIOUS	$986
12	COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC	ONE COMCAST CENTER1701 JFK BLVD. PHILADELPHIA, PA 19103 ATTN: MICHAEL SZEWCZYK MICHAEL_SZEWCZYK@COMCAST.COM	SUNGARD AVAILABILITY SERVICES, LP	CIRCUIT ORDERS	VARIOUS	$9,993
13	CUMMINS PACIFIC; CUMMINS, INC.	ATTN: GENERAL COUNSEL 1939 DEERE AVE IRVINE, CA 92606 ATTN: MARILYN EARL MARILYN.EARL@CUMMINS.COM	SUNGARD AVAILABILITY SERVICES, LP	PLANNED MAINTENANCE AGREEMENT	5/6/2021	$13,282

NO.	COUNTERPARTY	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
14	CUMMINS ROCKY MOUNTAIN; CUMMINS, INC.	ATTN: WILLY COLBY 8211 EAST 96TH AVE HENDERSON, CO 80640 ATTN: MICHAEL VITCO MICHAEL.A.VITCO@CUMMINS.COM	SUNGARD AVAILABILITY SERVICES, LP	PLANNED MAINTENANCE AGREEMENT	11/10/2020	$2,486
15	DIRECT ENERGY BUSINESS LLC; DIRECT ENERGY LLC	1001 LIBERTY AVENUE PITTSBURGH, PA 15222 ATTN: (LL 3RD PARTY) CHUCK WILK KIM KOSNIK WWW.PREMIERENERGYGROUP.COM CUSTOMERRELATIONS@DIRECTENERGY.COM	SUNGARD AVAILABILITY SERVICES, LP	RENEWABLE ENERGY PURCHASE AGREEMENT	4/20/2021	$12,464
16	EDF ENERGY	601 TRAVIS STREET SUITE 1700 HOUSTON, TX 77002 ATTN: CHERIE FULLER CHERIE.FULLER@EDFENERGYNA.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER RETAIL ELECTRICITY SALES AGREEMENT	2/18/2022	$223,647
17	ENERGY HARBOR	168 EAST MARKET STREET AKRON, OH 44308 FIRSTCHOICE@ENERGYHARBOR.COM	SUNGARD AVAILABILITY SERVICES, LP	CUSTOMER SUPPLY AGREEMENT	6/19/2020	$1,299
18	ENGIE RESOURCES; GDF SUEZ ENERGY RESOURCES	1990 POST OAK BLVD. HOUSTON, TX 77056 CARE@ENGIERESOURCES.COM	SUNGARD AVAILABILITY SERVICES, LP	CUSTOMER SUPPLY AGREEMENT; MASTER ELECTRIC ENERGY SALES AGREEMENT	1/25/2010	$182,491
19	ETG FIRE	2131 SOUTH JASMINE ST DENVER, CO 80222 ATTN: MIKE MCNIERNEY MIKE@ETGFIRE.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICES AGREEMENT	1/23/2015	$14,377
20	HILLER FIRE PROTECTION	HILLER FIRE PROTECTION 18 SOUTH HUNT RD MARLBOROUGH, MA 01752 ATTN: JAMES BUGENHAGEN JBUGENHAGEN@HILLERCOMPANIES.COM	SUNGARD AVAILABILITY SERVICES, LP	MAINTENANCE AND INSPECTION AGREEMENT	3/4/2020	$0
21	HOLT CAT	HOLT CAT 5665 SOUTHEAST LOOP 410 SAN ANTONIO, TX 78222 ATTN: NATE HISSIN DAVID.HISSIN@HOLTCAT.COM	SUNGARD AVAILABILITY SERVICES, LP	MAINTENANCE AGREEMENT	10/1/2021	$0
22	INTEGRATED CONTROL SYSTEMS INC (ICSI)	6665 S KENTON STREET SUITE 206 CENTENNIAL, CO 80111 ATTN: JARRED KESSLER JROBERTS@ICSICONTROLS.COM	SUNGARD AVAILABILITY SERVICES, LP	SERVICE AGREEMENT PROPOSAL	12/14/2021	$1,883
23	INTELLITECH	1031 SERPENTINE LANE SUITE 101 PLEASANTON, CA 94566 ATTN: LOLA ABDOUN LABDOUN@GOTOITSI.COM	SUNGARD AVAILABILITY SERVICES, LP	PREVENTATIVE MAINTENANCE AGREEMENT	6/1/2021	$0
24	JANI-KING OF DALLAS	ATTN: GENERAL COUNSEL 4535 SUNBELT DR ADDISON, TX ATTN: COLBY GREGORY CGREGORY@JANIKINGDFW.COM	SUNGARD AVAILABILITY SERVICES, LP	MAINTENANCE AGREEMENT	4/1/2012	$1,878
25	LAWNMAN	4871 FLORIN PERKINS ROAD SACRAMENTO, CA 95826 ATTN: BURNIE LENAU BURNIE@LAWNMAN.NET	SUNGARD AVAILABILITY SERVICES, LP	LANDSCAPE MAINTENANCE AGREEMENT	3/2/2015	$0
26	LHC SERVICES LLC	1101 HUNTERS LN ASHLAND CITY, TN 37015 ATTN: BO LARSEN BO.LARSSEN@LHCSERVICES.COM	SUNGARD AVAILABILITY SERVICES, LP	CONTRACT FOR FACILITIES ENGINEERING SERVICES	4/18/2017	$21,558

NO.	COUNTERPARTY	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
27	LOGICAL SOLUTIONS INC (LSI)	407 INTERNATIONAL PARKWAY SUITE 406 RICHARDSON, TX 75081 ATTN: BILLY CUDD BCUDD@LSICONTROLS.COM	SUNGARD AVAILABILITY SERVICES, LP	ESM SYSTEM SUPPORT AGREEMENT	10/1/2021	$1,218
28	LSI LOGICAL SOLUTION INC	407 INTERNATIONAL PKWY STE 406 RICHARDSON, TX 75081 ATTN: BILLY CUDD BCUDD@LSICONTROLS.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR CONTRACTOR SERVICES	1/29/2014	
29	LUMEN; LEVEL 3 COMMUNICATIONS	LEVEL 3/LUMEN 1025 ELDORADO BLVD. BROOMFIELD, CO 80021 ATTN: GERRI MCCORMICK GERRI.MCCORMICK@LUMEN.COM	SUNGARD AVAILABILITY SERVICES, LP	CIRCUIT ORDERS	VARIOUS	$76,770
30	MID AMERICAN ELEVATOR CO	55 MILL STREET 3A NEWTON, NJ 07860 ATTN: KATHY D'AMBROSIO KDAMBROSIO@USAHOIST.COM	SUNGARD AVAILABILITY SERVICES, LP	ELEVATOR MAINTENANCE AGREEMENT	12/9/2021	$0
31	MILE HIGH WATER TEC INC	6836 DUDLEY CIR ARVADA, CO 80004 ATTN: MAX W. MOLDEN MMOLDEN.MHWTEC@GMAIL.COM	SUNGARD AVAILABILITY SERVICES, LP	WATER TREATMENT SERVICE CONTRACT	6/8/2020	$0
32	MTS ALLSTREAM INC	200 WELLINGTON STREET WEST TORONTO, ON M5V 3G2 CANADA ATTN: JOSEE GAGNON JOSEE.GAGNON@ALLSTREAM.COM	SUNGARD AVAILABILITY SERVICES, LP	CIRCUIT ORDERS	VARIOUS	$0
33	NALCO COMPANY LLC; NALCO WATER	1 ECOLAB PLACE ST. PAUL, MN 55102-2233 ATTN: SCOTT GIOVANETTI SCOTT.GIOVANETTI@ECOLAB.COM	SUNGARD AVAILABILITY SERVICES, LP	WATER TREATMENT PROGRAM PROPOSAL	9/18/2020	$627
34	PRIME POWER SERVICES INC	PRIME POWER 8225 TROON CIRCLE AUSTELL, GA 30168 ATTN: HEATHER NATIONS HNATIONS@PRIMERPOWER.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR CONTRACTOR SERVICES	10/1/2013	$8,960
35	SOUTHWORTH-MILTON, INC.; MILTON CAT	MILTON CAT SERVICE AGREEMENTS 100 QUARRY DRIVE MILFORD, MA 01757 ATTN: ALEX TUTTLE SERVICESOLUTIONSCENTER@MILTONCAT.COM	SUNGARD AVAILABILITY SERVICES, LP	ONSITE SCHEDULED MAINTENANCE PLAN	4/6/2020	$4,632
36	SYNCHRONOSS	SYNCHRONOSS TECHNOLOGIES, INC. 200 CROSSING BLVD. BRIDGEWATER, NEW JERSEY 08807 ATTN: DERIC VINYARD DERIC.VINYARD@SYNCHRONOSS.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER AGREEMENT	9/30/2021	$35,000
37	VERIZON BUSINESS NETWORK SERVICES INC	ATTN: GENERAL COUNSEL 1801 MARKET ST PHILADELPHIA, PA 19103 ATTN: RYAN MCINTYRE RYAN.MCINTYRE@VERIZON.COM	SUNGARD AVAILABILITY SERVICES, LP	CIRCUIT ORDERS	VARIOUS	$208,119
38	VERTIV CORPORATION; EMERSON NETWORK POWER; LIEBERT SERVICES	ATTN: GENERAL COUNSEL 1050 DEARBORN DRIVE COLUMBUS, OH 43085 ATTN: HEATHER HILL HEATHER.HILL@VERTIV.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	6/3/2009	$669,068
39	ZAYO CANADA INC.; ZAYO CANADA	200 WELLINGTON STREET WEST TORONTO, ON M5V 3G2 CANADA ATTN: CARLIE SHOONER CARLIE.SHOONER@ZAYO.COM	SUNGARD AVAILABILITY SERVICES, LP	CIRCUIT ORDERS	VARIOUS	$2,818

Notes:
[1] Unless otherwise indicated, any reference to a particular agreement includes all service orders, schedules, exhibits, addenda, statements of work or other documents executed pursuant to such agreement and any amendments, modifications or supplements thereto.

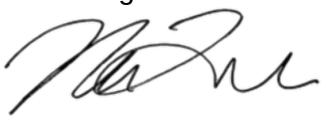
Schedule 3: Leases

NO.	LESSOR	LESSOR ADDRESS	DEBTOR	PROPERTY ADDRESS	CURE AMOUNT
1	DI ASSET CO LLC	LANDMARK DIVIDEND LLC 400 CONTINENTAL BLVD SUITE 500 EL SEGUNDO, CA 90245 ATTN: JOSEF BOBECK, GENERAL COUNSEL	SUNGARD AVAILABILITY SERVICES, LP	1001 CAMPBELL RD RICHARDSON, TX 75081	$322,150
2	1500 NET- WORKS ASSOCIATES, LP	AMERIMAR ENTERPRISES INC 210 WEST RITTENHOUSE SQUARE STE 1900 PHILADELPHIA, PA 19103	SUNGARD AVAILABILITY SERVICES, LP	1500 SPRING GARDEN ST PHILADELPHIA, PA 19130	$482,470
3	RAINIER DC ASSETS, LLC; TRES RANCHO CORDOVA, LP	CUSHMAN & WAKEFIELD 400 CAPITOL MALL SUITE 1800 SACRAMENTO, CA 95814	SUNGARD AVAILABILITY SERVICES, LP	11085 SUN CENTER DR RANCHO CORDOVA, CA 95670	$303,781
4	DIGITAL COMMERCE BOULEVARD, LLC	DIGITAL REALTY TRUST FOUR EMBARCADERO CENTER STE 3200 SAN FRANCISCO, CA 94111	SUNGARD AVAILABILITY SERVICES, LP	410 COMMERCE BLVD CARLSTADT, NJ 07072	$530,354
5	410 COMMERCE BOULEVARD; 410 COMMERCE LLC	RUSSO DEVELOPMENT 570 COMMERCE BOULEVARD CARLSTADT, NJ 07072	SUNGARD AVAILABILITY SERVICES, LP	410 COMMERCE BLVD CARLSTADT, NJ 07072	$353,748
6	ALLEGHENY DC ASSETS LLC; DC-11650 GREAT OAKS WAY, LLC	4890 WEST KENNEDY BLVD STE 650 TAMPA, FL 33609	SUNGARD AVAILABILITY SERVICES, LP	11620 GREAT OAKS WAY ALPHARETTA GA, 30005	$157,184
7	LANDMARK DIGITAL INFRASTRUCTURE OPERATING COMPANY LLC; 250 LOCKE DRIVE CORPORATION	LANDMARK DIVIDEND LLC 400 CONTINENTAL BLVD SUITE 500 EL SEGUNDO, CA 90245 ATTN: JOSEF BOBECK, GENERAL COUNSEL	SUNGARD AVAILABILITY SERVICES, LP	250 LOCKE DR MARLBOROUGH, MA 01752	$209,261
8	LMRK DI PROPCO LLC	LANDMARK DIVIDEND LLC 400 CONTINENTAL BLVD SUITE 500 EL SEGUNDO, CA 90245 ATTN: JOSEF BOBECK, GENERAL COUNSEL	SUNGARD AVAILABILITY SERVICES, LP	5600 UNITED DR SMYRNA, GA 30082	$202,922
9	COMMERCENTER #21	C/O MAJESTIC REALTY CO 13191 CROSSROADS PKWY NORTH SIXTH FLOOR CITY OF INDUSTRY, CA 91746	SUNGARD AVAILABILITY SERVICES, LP	3431-3491 WINDSOR DRIVE AURORA, CO 80011	$127,395
10	SPRINT COMMUNICATIONS COMPANY L.P.[1]	391 SPRINT PARKWAY OVERLAND PARK, KS 66251-2040 ATTN: REAL ESTATE ATTORNEY	SUNGARD AVAILABILITY SERVICES, LP	3431-3491 WINDSOR DRIVE AURORA, CO 80011	$0

Notes

[1] Sprint is the lessee under a sublease agreement with Sungard Availablity Services LP as the lessor.

This is Exhibit **"C"** referred to in the Affidavit of Michael K. Robinson sworn before me on September 9, 2022 by videoconference in accordance with O. Reg 431/20.



Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Natalie E. Levine
LSO# 64908K

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) CONDITIONALLY APPROVING THE DISCLOSURE STATEMENT; (II) APPROVING THE COMBINED HEARING NOTICE; (III) APPROVING THE SOLICITATION AND NOTICE PROCEDURES; (IV) APPROVING THE FORMS OF BALLOTS AND NOTICES; (V) APPROVING CERTAIN DATES AND DEADLINES IN CONNECTION WITH THE SOLICITATION AND CONFIRMATION OF THE PLAN AND (VI) SCHEDULING A COMBINED HEARING ON (A) FINAL APPROVAL OF THE DISCLOSURE STATEMENT AND (B) CONFIRMATION OF THE PLAN

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 form the date this motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

Represented parties should act through their attorney.

A hearing will be conducted on this matter on June 29, 2022 at 2:00 p.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 the following in support of this motion (the "Motion"):[2]

Preliminary Statement

1. On April 11, 2022, shortly before commencing these chapter 11 cases, the Debtors entered into the Restructuring Support Agreement with holders of in excess of 80% of the First Lien Credit Agreement Claims and holders of in excess of 80% of the Second Lien Credit Agreement Claims. The Restructuring Support Agreement provides for, among other things, a comprehensive but flexible path forward pursuant to which the Debtors are simultaneously pursuing two potential restructuring paths with the support of the Consenting Stakeholders: (a) a Sale Scenario, in connection with which the Debtors are currently seeking to sell all, substantially all or one or more groups of their assets through one or more Third Party Sales, or alternatively, through a Credit Bid Sale; and/or (b) an Equitization Scenario, in connection with which the Debtors would seek confirmation of a chapter 11 plan providing for the equitization of outstanding funded debt. Both the Sale Scenario and the Equitization Scenario contemplate the confirmation and implementation of a chapter 11 plan to complete the chapter 11 cases. Accordingly, to ensure an expeditious and efficient confirmation process, the Debtors' proposed Plan provides for alternative treatment options in respect of the Debtors' funded indebtedness to accommodate the different outcomes that may result from the pursuit of these restructuring transactions.

[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* [Docket No. 7] (the "First Day Declaration"), filed on the Petition Date and incorporated by reference herein.

2. Specifically, the Plan provides for the distribution of, to the extent applicable, (a) the Third Party Sale Consideration, (b) the Credit Bid Sale Consideration, (c) reorganized equity and take-back debt in the Reorganized Debtors and/or (d) cash or the proceeds of any assets not included in the foregoing to the Holders of Term Loan DIP Facility Claims, First Lien Credit Agreement Claims, Second Lien Credit Agreement Claims and Non-Extending Second Lien Credit Agreement Claims, all as set forth in more detail in the Plan. Further, the Plan incorporates the terms of the Global Settlement negotiated by the Debtors, the Committee and the Required Consenting Stakeholders in resolution of the Committee's disputes relating to entry of the Final DIP Order. The Global Settlement provides for Holders of General Unsecured Claims to receive, among other things, their pro rata share of (i) a GUC Recovery Pool in the amount of $1.375 million, plus an amount equal to 50% of any unused funds authorized under the Critical Vendor Order up to a cap of $1 million, plus (ii) if applicable, 3.5% of each dollar realized from one or more Third Party Sales where the cash proceeds collectively exceed $425 million.

3. This Plan structure ensures that the Debtors have the flexibility they need to maximize the value of their estates, while ensuring, regardless of the outcome of the Debtors' ongoing sale process, a transparent and comprehensive resolution to these chapter 11 cases. Accordingly, the Debtors seek conditional approval of the Disclosure Statement and solicitation documents and the establishment of a timeline for Plan confirmation in order to begin the solicitation process and to continue to progress these chapter 11 cases toward an expeditious and efficient conclusion.

Relief Requested

4. By the Motion, the Debtors seek entry of an order, substantially in the form attached hereto (the "Disclosure Statement Order"):

a. *Disclosure Statement*. Conditionally approving the adequacy of the information provided in the combined disclosure statement and plan, substantially in the form filed contemporaneously herewith (the "Plan" or "Disclosure Statement" or "Plan and Disclosure Statement," as applicable);[3]

b. *Combined Hearing Notice*. Approving the combined hearing notice, substantially in the form attached as Exhibit 1 to the Disclosure Statement Order ("Combined Hearing Notice");

c. *Solicitation Procedures*. Approving the solicitation and notice procedures with respect to the Plan as set forth in Exhibit 2 to the Disclosure Statement Order (the "Solicitation Procedures");

d. *Solicitation Packages*. Finding that the solicitation materials and documents included in the solicitation packages (the "Solicitation Packages") that will be sent to the Holders of Claims entitled to vote to accept or reject the Plan are in compliance with Bankruptcy Rules 3017(d) and 2002(b);

e. *Ballots*. Approving the forms of the ballots and notices to be distributed in connection therewith, substantially in the forms attached as Exhibits 3-7 to the Disclosure Statement Order (the "Ballots");

f. *Other Notices*. Approving the following forms:

- Notice to Holders of Claims in the Unimpaired Accepting Classes (as defined below) (the "Presumed to Accept Notice"), substantially in the form attached as Exhibit 8 to the Disclosure Statement Order;

- Notice to Holders of Claims and Interests in the Impaired Deemed Rejecting Classes (as defined below) (the "Presumed to Reject Notice"), substantially in the form attached as Exhibit 9 to the Disclosure Statement Order;

- Notices to applicable counterparties to Executory Contracts and Unexpired Leases that will be assumed or rejected pursuant to the Plan (as the case may be) (the "Assumption Notice" and the "Rejection Notice," respectively), substantially in the form attached as Exhibits 10(a) and (b) to the Disclosure Statement Order, respectively; and

[3] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan and Disclosure Statement.

- Notice to Holders of Claims that are subject to a pending objection (the "Disputed Claims Notice"), substantially in the form attached as Exhibit 11 to the Disclosure Statement Order.

g. *Confirmation Dates*. Establishing certain dates and deadlines with respect to the Plan Confirmation Schedule, subject to modification as necessary (the "Plan Confirmation Schedule"):

Event	**Date**
Voting Record Date	June 29, 2022
Solicitation Deadline	Three (3) Business Days after entry of the Disclosure Statement Order or as soon as reasonably practicable thereafter.
Plan Supplement Date	July 27, 2022
Voting Deadline	August 3, 2022 at 4:00 p.m. (prevailing Central Time)
Plan and Disclosure Statement Objection Deadline	August 3, 2022 at 4:00 p.m. (prevailing Central Time)
Deadline to File Voting Report	August 8, 2022
Combined Hearing on Disclosure Statement and Plan	August 9, 2022

Jurisdiction and Venue

5. 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.

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

7. The bases for the relief requested herein are sections 105(a), 502, 1123(a), 1124, 1125, 1126 and 1128 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 3003, 3016, 3017, 3018, 3019, 3020 and 9006 of the Federal Rules of Bankruptcy Procedure (the

"Bankruptcy Rules") and Rule 2002-1, 3016-1, 3016-2 and 9013-1 of the Local Bankruptcy Rules for the Southern District of Texas (the "Bankruptcy Local Rules") and Section P of the *Procedures for Complex Cases in the Southern District of Texas* (the "Complex Case Procedures").

Background

8. 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. On April 25, 2022, the United States Trustee for the Southern District of Texas appointed the Committee [Docket No. 137].

9. 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. As of the Petition Date, the Debtors employed approximately 585 individuals in the United States and Canada, and the Company operated 55 facilities (comprising 24 data centers and 31 work area recovery centers) and provided 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.

Summary of the Plan[4]

10. As a broad overview, the Plan provides for the treatment of Claims and Interests through a comprehensive restructuring and/or sale of the Debtors' assets, and contemplates the distribution of consideration in accordance with the priorities established by the Bankruptcy Code.

11. Specifically, the Plan provides that, among other things:

- Each Holder of an Allowed ABL DIP Facility Claim shall be (i) paid in full in Cash, or (ii) afforded such other treatment as is acceptable to the Required ABL DIP Lenders.
- Each Holder of an Allowed Term Loan DIP Facility Claim shall receive:
  - (a) in the Sale Scenario, up to the Allowed Amount of such Holder's Claim in available Third Party Sale Consideration from one or more Third Party Sales;
  - (b) in the Sale Scenario, to the extent a Credit Bid Sale occurs, up to the Allowed Amount of such Holder's Term Loan DIP Facility Claim in Credit Bid Sale Consideration;
  - (c) to the extent the Debtors reorganize pursuant to the Equitization Scenario and the Allowed Term Loan DIP Facility Claims have not been satisfied in full in Cash, its Pro Rata share of (i) the Take Back Debt Facility and (ii) Reorganized Debtor Equity with a value up to an amount necessary to satisfy Term Loan DIP Facility Claims in full after taking into account (x) any Cash distributed or to be distributed pursuant to the preceding clause (a) and (y) the debt issued under the Take Back Debt Facility; and/o;
  - (d) any funds payable in accordance with Article VIII.J.1 of the Plan, including cash and proceeds of any assets not included in a Third Party Sale, Credit Bid Sale, and/or Equitization Scenario up to the Allowed Amount of such Holder's Term Loan DIP Facility Claim, or such other treatment as is acceptable to the Required Consenting Stakeholders.
- Each Holder of an Allowed Other Secured Claim shall receive: (a) payment in full in Cash; (b) delivery of collateral securing such Allowed Other Secured Claim; (c) Reinstatement of such Allowed Other Secured Claim; or (d) such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with Bankruptcy Code section 1124.

[4] The summary of the Plan provided herein is qualified in its entirety by reference to the Plan. In the case of any inconsistency between this Motion and the Plan, the Plan shall govern.

- Each Holder of an Allowed Other Priority Claim shall receive: (a) payment in full in Cash; (b) Reinstatement of such Allowed Other Priority Claim; or (c) such other treatment rendering its Allowed Other Priority Claim Unimpaired in accordance with Bankruptcy Code section 1124.

- Each Holder of an Allowed First Lien Credit Agreement Claim shall receive:

  - (a) to the extent a Third Party Sale occurs, up to the Allowed Amount of such Holder's First Lien Credit Agreement Claim in any remaining Third Party Sale Consideration after Term Loan DIP Facility Claims have been indefeasibly paid in full;

  - (b) to the extent a Credit Bid Sale occurs, up to the Allowed Amount of such Holder's First Lien Credit Agreement Claim in any remaining Credit Bid Sale Consideration after Term Loan DIP Facility Claims have been indefeasibly paid in full;

  - (c) to the extent the Debtors reorganize pursuant the Equitization Scenario and the First Lien Credit Agreement Claims have not been satisfied in full, its Pro Rata share of the First Lien Equitization Consideration after the Term Loan DIP Facility Claims have been indefeasibly paid in full; and/or

  - (d) any funds payable in accordance with Article VIII.J.1 of the Plan, including cash and proceeds of any assets not included in a Third Party Sale, Credit Bid Sale, and/or Equitization Scenario up to the Allowed Amount of such Holder's First Lien Credit Agreement Claim after Term Loan DIP Facility Claims have been indefeasibly paid in full.

- Each Holder of an Allowed Second Lien Credit Agreement Claim shall receive:

  - (a) to the extent a Third Party Sale occurs, up to the Allowed Amount of such Holder's Second Lien Credit Agreement Claim in available Third Party Sale Consideration, if any, in accordance with the Second Lien Allocation Schedule after the Term Loan DIP Facility Claims and First Lien Credit Agreement Claims have been indefeasibly paid in full;

  - (b) to the extent a Credit Bid Sale occurs, up to the Allowed Amount of such Holder's Second Lien Credit Agreement Claim in available Credit Bid Sale Consideration, if any, in accordance with the Second Lien Allocation Schedule after the Term Loan DIP Facility Claims and First Lien Credit Agreement Claims have been indefeasibly paid in full;

  - (c) to the extent the Debtors reorganize pursuant the Equitization Scenario and the Second Lien Credit Agreement Claims have not been satisfied in full, its Pro Rata share of available Second Lien Equitization Consideration, if any, in accordance with the Second Lien Allocation Schedule after the Term Loan DIP

Facility Claims and First Lien Credit Agreement Claims have been indefeasibly paid in full; and/or

- any funds payable in accordance with Article VIII.J.1 of the Plan, including cash and proceeds of any assets not included in a Third Party Sale, Credit Bid Sale, and/or Equitization Scenario up to the Allowed Amount of such Holder's Second Lien Credit Agreement Claim after Term Loan DIP Facility Claims and First Lien Credit Agreement Claims have been indefeasibly paid in full.

- Each Holder of an Allowed Non-Extending Second Lien Credit Agreement Claim shall receive:

  - (a) to the extent a Third Party Sale occurs, up to the Allowed Amount of such Holder's Non-Extending Second Lien Claim in available Third Party Sale Consideration, if any, in accordance with the Second Lien Allocation Schedule after the Term Loan DIP Facility and First Lien Credit Agreement Claims have been indefeasibly paid in full;

  - (b) to the extent a Credit Bid Sale occurs, up to the Allowed Amount of such Holder's Non-Extending Second Lien Credit Agreement Claim in available Credit Bid Sale Consideration, if any, in accordance with the Second Lien Allocation Schedule after the Term Loan DIP Facility Claims and First Lien Credit Agreement Claims have been indefeasibly paid in full; and/or

  - (c) to the extent the Debtors reorganize pursuant the Equitization Scenario and the Non-Extending Second Lien Credit Agreement Claims have not been satisfied in full, its Pro Rata share of available Non-Extending Second Lien Equitization Consideration, if any, in accordance with the Second Lien Allocation Schedule after the Term Loan DIP Facility Claims and First Lien Credit Agreement Claims have been indefeasibly paid in full; and/or

  - (d) any funds payable in accordance with Article VIII.J.1 of the Plan, including cash and proceeds of any assets not included in a Third Party Sale, Credit Bid Sale, and/or Equitization Scenario up to the Allowed Amount of such Holder's Second Lien Credit Agreement Claim in accordance with the Second Lien Allocation Schedule after Term Loan DIP Facility Claims and First Lien Credit Agreement Claims have been indefeasibly paid in full.

- Each Holder of an Allowed General Unsecured Claim shall receive: (a) its Pro Rata share of the GUC Recovery Pool; and (b) to the extent a Third Party Sale occurs, its Pro Rata share of the Contingent Distribution Amount (if any); *provided* that, in accordance with the Global Settlement, the Term Loan DIP Lenders and the Consenting Credit Agreement Lenders shall not share in the distributions made to Holders of General Unsecured Claims on account of any deficiency claims that might be asserted by such lenders under the applicable DIP Documents and/or Credit Agreements.

- Each Holder of an Allowed Term Loan Deficiency Claim shall receive its Pro Rata share of the Debtors' cash on hand after the Claims in Classes 1–5 have been indefeasibly paid in full, excluding the GUC Recovery Pool, Contingent Distribution Amount and Wind-Down Amount.

- Section 510(b) Claims shall be canceled, released, discharged and extinguished as of the Effective Date, and will be of no further force or effect, and Holders of Section 510(b) Claims shall not receive any distribution on account of such Section 510(b) Claims.

- On the Effective Date, (x) in the Equitization Scenario, each Intercompany Claim shall be, at the option of the Debtors (with the consent of the Required Consenting Stakeholders) or the Reorganized Debtors, as applicable, either Reinstated or canceled and released without any distribution, or (y) if there is no Equitization Scenario, each Intercompany Claim shall be canceled and released without any distribution.

- Subject to the Restructuring Transactions, on the Effective Date, (x) in the Equitization Scenario, Intercompany Interests shall be, at the option of the Debtors (with the reasonable consent of the Required Consenting Stakeholders) or the Reorganized Debtors, as applicable, either Reinstated or cancelled and released without any distribution, or (y) if there is no Equitization Scenario, Intercompany Interests shall be cancelled and released with no distribution.

- On the Effective Date, all Existing Equity Interests shall be canceled, released and extinguished, and will be of no further force or effect.]

12. In accordance with Bankruptcy Code section 1123, the Plan classifies Holders of Claims and Interests into certain Classes for all purposes, including with respect to voting on the Plan. The following chart represents the classification of all Claims against and Interests in each Debtor pursuant to the Plan:

Class	**Claims and Interests**	**Status**	**Voting Rights**
1	Other Secured Claims	Unimpaired	Presumed to Accept
2	Other Priority Claims	Unimpaired	Presumed to Accept
3	First Lien Credit Agreement Claims	Impaired	Entitled to Vote
4	Second Lien Credit Agreement Claims	Impaired	Entitled to Vote
5	Non-Extending Second Lien Credit Agreement Claims	Impaired	Entitled to Vote

Class	Claims and Interests	Status	Voting Rights
6	General Unsecured Claims	Impaired	Entitled to Vote
7	Term Loan Deficiency Claims	Impaired	Entitled to Vote
8	Section 510(b) Claims	Impaired	Deemed to Reject
9	Intercompany Claims	Unimpaired / Impaired	Presumed to Accept / Deemed to Reject
10	Intercompany Interests	Unimpaired / Impaired	Presumed to Accept / Deemed to Reject
11	Existing Equity Interests	Impaired	Deemed to Reject

13. Holders of Claims in Class 3 (First Lien Credit Agreement Claims), Class 4 (Second Lien Credit Agreement Claims), Class 5 (Non-Extending Second Lien Credit Agreement Claims), Class 6 (General Unsecured Claims) and Class 7 (Term Loan Deficiency Claims) (the "Voting Classes") are entitled to vote on the Plan and will receive Solicitation Packages.

14. Holders of Claims or Interests, as applicable, in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 8 (Section 510(b) Claims), Class 9 (Intercompany Claims), Class 10 (Intercompany Interests) and Class 11 (Existing Equity Interests) (collectively, the "Non-Voting Classes") are not entitled to vote on the Plan and will not receive a Solicitation Package. Instead, Holders of Claims in Classes 1 and 2 will receive a Presumed to Accept Notice, and Holders in Classes 7 and 10 will receive a Presumed to Reject Notice.

Basis for Relief

I. The Court Should Conditionally Approve the Disclosure Statement.

15. Pursuant to Bankruptcy Code section 1125, the proponent of a proposed chapter 11 plan must provide holders of impaired claims and interests entitled to vote on the plan "adequate information" regarding that plan. "Adequate information" means information that is "reasonably practicable" to permit "informed judgment" by impaired creditors and interest holders entitled to

vote on the plan. *See* 11 U.S.C. § 1125(a)(1); *see also In re Divine Ripe, L.L.C.*, 554 B.R. 395, 401-02 (Bankr. S.D. Tex. 2016) (citing *In re Metrocraft Pub. Servs., Inc.*, 39 B.R. 567 (Bankr. N.D. Ga. 1984)).

16. The Disclosure Statement contains adequate information in sufficient detail to permit voting creditors to make an informed judgment about the Plan, including information regarding: (a) the Debtors' corporate history, business operations and prepetition capital structure; (b) the events leading to the commencement of the chapter 11 cases; (c) material events in the chapter 11 cases, including the Global Settlement; (d) the classification and treatment of Claims and Interests; (e) the potential sources of consideration for Plan distributions and the means for implementing the Plan; (f) provisions governing distributions; (g) the treatment of executory contracts and unexpired leases; (h) the releases, injunction and exculpation provisions under the Plan, which are conspicuously displayed in accordance with Bankruptcy Rule 3016(c); (i) the statutory requirements for confirmation; (j) risk factors related to the Plan; and (k) certain U.S. federal tax consequences arising from implementation of the Plan.

17. The Disclosure Statement thus contains sufficient information for a reasonable person to make an informed judgment about the Plan and complies with Bankruptcy Code section 1125. *See Divine Ripe, L.L.C.*, 554 B.R. at 401-02. The Debtors request that the Court conditionally approve the Disclosure Statement as containing "adequate information" within the meaning of Bankruptcy Code section 1125 for solicitation purposes only. The Debtors also request that the Court determine (on a final basis) at the Combined Hearing (as defined below) that the Disclosure Statement contains "adequate information" within the meaning of Bankruptcy Code section 1125. In connection with Confirmation of the Plan, the Debtors will provide the necessary

support for the Court to determine the adequacy of the Disclosure Statement and that the Debtors have met the requirements of Bankruptcy Code section 1125.

18. Additionally, Section P of the Complex Case Procedures provides that the Court may consider motions seeking conditional approval of a disclosure statement so long as such motions include a proposed order that: (a) finally approves the balloting and voting procedures to be utilized; (b) finally approves the form of notice to be provided to creditors and interest holders of the debtors; (c) finally approves the forms of ballots which will be provided to creditors and interest holders entitled to vote on the proposed plan; (d) establishes a record date pursuant to Bankruptcy Rules 3017(d) and 3018(a); and (e) establishes a voting deadline. This Motion and the proposed Disclosure Statement Order comply with these requirements of the Complex Case Procedures and the other requirements of the Bankruptcy Rules.

II. The Court Should Approve the Setting of Certain Dates and Deadlines Set Forth in the Plan Confirmation Schedule.

A. The Combined Hearing.

19. Bankruptcy Code section 1128 provides that "[a]fter notice, the court shall hold a hearing on confirmation of a plan" and that "[a] party in interest may object to confirmation of a plan." 11 U.S.C. § 1128; *see also* Fed. R. Bankr. P. 3017(c) ("[o]n or before approval of the disclosure statement, the court . . . may fix a date for the hearing on confirmation.").

20. Bankruptcy Code section 105(d)(2)(B)(vi) expressly authorizes a court to "issue an order . . . that . . . provides that the hearing on approval of the disclosure statement may be combined with the hearing on confirmation of the plan" where the court deems a combined hearing to be "appropriate to ensure that the case is handled expeditiously and economically." *See* 11 U.S.C. § 105(d)(2)(B)(vi); *see also In re Gulf Coast Oil Corp.*, 404 B.R. 407, 425

(Bankr. S.D. Tex. 2009) (holding that Bankruptcy Code section 105(d) authorizes the court to hold combined hearings for disclosure statements and plans).

21. Section P of the Complex Case Procedures authorizes a plan proponent to file a motion for conditional approval of a disclosure statement and approval of solicitation procedures and deadlines in connection with solicitation and confirmation of a chapter 11 plan. *See also* Bankruptcy Local Rule 3016-2.

22. An expeditious confirmation process and a single hearing on the Plan and Disclosure Statement are appropriate to save estate resources and maximize distributions for creditors. The Debtors accordingly request that the Court schedule a combined hearing on both the adequacy of the Disclosure Statement and Confirmation of the Plan for August 9, 2022 at 2:00 p.m. (prevailing Central Time) (the "Combined Hearing"). The Debtors propose that the Combined Hearing may be continued from time to time with the permission of the Court without further notice other than by such continuance being announced in open court or by a notice of reset hearing being filed with the Court and served on parties entitled to notice under Bankruptcy Rule 2002 or otherwise.

B. The Combined Hearing Notice.

23. The Debtors' proposed form of Combined Hearing Notice is attached as Exhibit 1 to the Disclosure Statement Order. Among other things, the Combined Hearing Notice sets forth a summary of the time and place of the Combined Hearing, the procedures associated with objections to the adequacy of the Disclosure Statement, which Classes under the Plan are entitled to vote, the procedures for voting creditors to vote to accept or reject the Plan and options for obtaining and reviewing electronic or paper copies of the Plan and Disclosure Statement and any other documents contained in the Solicitation Packages for interested parties who have not received full Solicitation Packages.

24. The proposed Combined Hearing Notice also informs Holders of Claims and Interests of the procedures for objecting to Confirmation of the Plan and/or requesting modifications to the Plan. The Combined Hearing Notice provides that any objection must: (a) be in writing; (b) conform to the Bankruptcy Rules; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest; (d) state with particularity the basis and nature of any objection to the Plan; (e) propose a modification to the Plan that would resolve such objection (if applicable); and (f) be filed by the Plan and Disclosure Statement Objection Deadline (as defined below).

25. The Debtors propose to post the Combined Hearing Notice on the restructuring website maintained by the Debtors' Solicitation Agent, available at https://cases.ra.kroll.com/SungardAS/.

26. The Debtors will provide service of the Combined Hearing Notice to all parties required to be notified under Bankruptcy Rule 2002, Bankruptcy Local Rule 2002-1 (the "2002 List") and Bankruptcy Local Rule 3016-2 as of the Voting Record Date (as defined below) three (3) Business Days after entry of the Disclosure Statement Order or as soon as reasonably practicable thereafter. Where the Debtors have confirmed valid electronic mail addresses for parties on the 2002 List, the Debtors request authorization to serve any notices for which the Debtors seek approval in this Motion through such electronic mail service to parties on the 2002 List.

27. With respect to addresses from which the Combined Hearing Notice, Solicitation Package and/or any other notices for which the Debtors seek approval in this Motion are returned as undeliverable, the Debtors request that they be excused from redistributing such notices and/or Solicitation Packages to those entities listed at such addresses. Additionally, the Debtors request

that they be excused from sending the Combined Hearing Notice, Solicitation Package and/or any other notices for which the Debtors seek approval in this Motion to any address that the Debtors have sent a notice since the Petition Date, which notice was returned as undeliverable, unless the Debtors have been provided with updated address information. The Debtors also request that the Court determine that failure to distribute documents to such entities does not constitute inadequate notice of the Combined Hearing Notice, the Solicitation Package, the Voting Deadline (as defined below) and/or a violation of the Bankruptcy Rules. Further, if a Holder of a Claim or Interest has changed its mailing address after the Petition Date, the burden should be on the Holder of the Claim or Interest—not the Debtors— to advise the Debtors of the new address. *See In re Marshall*, 219 B.R. 687, 691 (Bankr. M.D.N.C. 1997) (holding that notice sent to last known address is reasonable where sender knew recipient had moved but recipient had not provided new address to sender). Additionally, for purposes of serving the Solicitation Packages, the Debtors are authorized to rely on the address information for Voting and Non-Voting Classes as compiled, updated and maintained by the Solicitation Agent as of the Voting Record Date. The Debtors and the Solicitation Agent are not required to conduct any additional research for updated addresses based on undeliverable notices (including Ballots) sent in connection with the solicitation mailing.[5]

C. Publication of the Combined Hearing Notice.

28. A bankruptcy court may order notice by publication "if it finds that notice by mail is impracticable or that it is desirable to supplement the notice." Fed. R. Bankr. P. 2002(l). Courts authorize debtors to provide notice by publication where notice by mail is impracticable because

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

a debtor cannot ascertain the identity of potential claimants. *See, e.g.*, *Chemetron Corp. v. Jones*, 72 F.3d 341, 346 (3d Cir. 1995) (holding that constructive notice is adequate as to a debtor's unknown creditors).

29. The Debtors propose to publish the Combined Hearing Notice as soon as reasonably practicable following entry of the Disclosure Statement Order in the national edition of *The New York Times* and any such other local publication that the Debtors deem appropriate and disclose in their affidavit of service. The proposed form of Combined Hearing Notice, the notice period provided after service of the Combined Hearing Notice, the publication of the Combined Hearing Notice and the service of the notice of the Motion will provide creditors with sufficient notice of the Combined Hearing, given the facts and circumstances of these chapter 11 cases.

D. The Plan Confirmation Schedule.

1. The Voting Record Date.

30. Bankruptcy Rule 3017(d) provides that, upon approval of a disclosure statement, except to the extent that the Court orders otherwise with respect to one or more unimpaired classes of creditors or equity security holders, a debtor shall mail to all creditors and equity security holders and the United States Trustee, a copy of the plan, the disclosure statement, notice of the voting deadline and such other information as the court may direct. *See* Fed. R. Bankr. P. 3017(d). For purposes of soliciting votes in connection with the confirmation of a plan, "creditors and equity security holders shall include holders of stock, bonds, debentures, notes, and other securities of record on the date the order approving the disclosure statement is entered or another date fixed by the Court, for cause, after notice and a hearing." *Id*.

31. The Debtors request that the Court establish the voting record date as June 29, 2022 (the "Voting Record Date") for determining (a) which Holders of Claims are entitled to vote on

the Plan and (b) whether Claims have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the Holder of the Claim. Cause exists under Bankruptcy Rule 3018(a) to establish the Voting Record Date. In the event a Claim is transferred after the Voting Record Date, the transferee of such Claim shall be bound by any vote on the Plan made by the Holder of such Claim as of the Voting Record Date. For the avoidance of doubt, a Holder of a Claim will only be entitled to receive a Solicitation Package on account of a Claim arising from the rejection of an Executory Contract or Unexpired Lease if the Claim is filed by the Voting Record Date.

2. The Voting Deadline.

32. Bankruptcy Rule 3017(c) provides, in relevant part, that "[o]n or before approval of the disclosure statement, the court shall fix a time within which the holders of claims and interests may accept or reject the plan . . . ." Fed. R. Bankr. P. 3017(c). The Debtors request that the Court establish **August 3, 2022, at 4:00 p.m. (prevailing Central Time)** as the deadline for voting on the Plan (the "Voting Deadline"). The Debtors anticipate completion of solicitation within three (3) Business Days after entry of the Disclosure Statement Order or as soon as reasonably practicable thereafter. The Debtors propose that, for votes to be counted, all Ballots must be properly executed, completed and delivered in the manner described in the Solicitation Procedures so that they are ***actually received no later than the Voting Deadline*** by the Solicitation Agent. The Combined Hearing Notice will prominently state the Voting Deadline.

3. The Plan and Disclosure Statement Objection Deadline.

33. Pursuant to Bankruptcy Rule 3020(b)(l), objections to confirmation of a plan must be filed and served "within a time fixed by the Court." Fed. R. Bankr. P. 3020(b)(1). The Debtors request that the Court establish **August 3, 2022, at 4:00 p.m. (prevailing Central Time)** as the deadline (the "Plan and Disclosure Statement Objection Deadline") by which objections to the

Plan and Disclosure Statement, if any, must be filed and served in accordance with the Combined Hearing Notice. The proposed Plan and Disclosure Statement Objection Deadline will afford the Court and all parties in interest reasonable time to consider the objections and proposed modifications prior to the Combined Hearing. The Debtors also request that they be permitted to file a reply, if any, and brief in support of Confirmation of the Plan and adequacy of the Disclosure Statement, in either a single document or multiple documents prior to the Combined Hearing.

III. The Court Should Approve the Solicitation Procedures and the Solicitation Package.

34. The Debtors seek approval of the Solicitation Procedures described herein and set forth in Exhibit 2 to the Disclosure Statement Order to efficiently solicit votes in connection with the Plan in a manner consistent with the Bankruptcy Code and the Bankruptcy Rules. The Solicitation Procedures are tailored to allow the Debtors to solicit votes to accept or reject the Plan effectively.[6] Further, the Solicitation Procedures provide all Holders of Claims with adequate notice of the solicitation process and the relevant dates set forth in the Plan Confirmation Schedule.

A. The Balloting Process.

35. The Debtors, through the Solicitation Agent, will: (a) distribute the Solicitation Packages and solicit votes on the Plan in compliance with the Solicitation Procedures; (b) receive, tabulate and report on Ballots; and (c) respond to inquiries relating to the solicitation and voting process, including all matters related thereto. Further, the Debtors intend to prepare and file with the Court a voting report (the "Voting Report") by August 8, 2022, which is one (1) Business Day before the Combined Hearing.

[6] To the extent that circumstances require modifications of, or amendments to, the Solicitation Procedures, the Debtors reserve the right to supplement or amend the Solicitation Procedures to further facilitate the solicitation of the Plan in their reasonable business judgment and in consultation with the Committee and without further Court order.

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

37. The Debtors request that the Solicitation Agent be authorized to accept Ballots and Opt-Out Forms (as defined below) via electronic online transmission through a customized online balloting portal on the Debtors' case website to be maintained by the Solicitation Agent (the "E-Ballot Portal"). Parties entitled to vote through the E-Ballot Portal may cast an electronic Ballot or Opt-Out Form and electronically sign and submit the Ballot or Opt-Out Form instantly by utilizing the E-Ballot Portal. The encrypted data and audit trail created by such electronic submission will become part of the record of any Ballot or Opt-Out Form submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective. The Debtors request that Ballots or Opt-Out Forms submitted via the customized online balloting portal shall be deemed to contain an original signature. The E-Ballot Portal is the sole manner in which Ballots or Opt-Out Forms will be accepted via electronic or online transmission. Ballots or

Opt-Out Forms submitted by facsimile, email or other means of electronic transmission will not be counted.

38. The Debtors request that the Court approve the voting and tabulation procedures described in paragraph IV of the Solicitation Procedures, which conform to Bankruptcy Code section 1126(c) and Bankruptcy Rule 3018(a) (the "Voting and Tabulation Procedures"). Bankruptcy Code section 1126(c) provides that "[a] class of claims has accepted a plan if such plan has been accepted by creditors, other than any entity designated under subsection (e) of this section, that hold at least two-thirds in amount and more than one-half in number of the allowed claims of such class held by creditors, other than any entity designated under subsection (e) of this section, that have accepted or rejected such plan." 11 U.S.C. § 1126(c).

39. In tabulating votes, the Debtors propose that paragraph IV.2 of the Solicitation Procedures shall be used to determine the amount of the Claim associated with each Holder's vote. The amount of the Claim established pursuant to paragraph IV.2 of the Solicitation Procedures shall control for voting purposes only and shall not constitute the Allowed amount of any Claim for purposes of distribution under the Plan or the amount of any Claim for any other purpose. The Debtors also propose to use the voting procedures and standard assumptions in tabulating the Ballots as set forth in paragraph IV of the Solicitation Procedures. The Voting and Tabulation Procedures comply with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules and should be approved.

B. Contents and Distribution of the Solicitation Package.

40. Bankruptcy Rule 3017(d) sets forth the materials that must be provided to holders of claims and equity interests, as applicable, for the purpose of soliciting their votes and providing adequate notice of the hearing on confirmation of a chapter 11 plan. *See* Fed. R. Bankr. P. 3017(d) (providing that, after approval of a disclosure statement, a debtor must transmit the plan or a court-

approved summary of the plan, the approved disclosure statement, a notice of the time within which acceptances and rejections of such plan may be filed and any other information that the Court may direct to certain holders of claims). In addition, notice of the time fixed for filing objections and the hearing on confirmation shall be mailed to all creditors and equity security holders in accordance with Bankruptcy Rule 2002(b), and a form of Ballot conforming to the appropriate Official Form No. 314 (the "Official Form") shall be mailed to creditors entitled to vote on the chapter 11 plan.

41. Subject to the Court's approval of the relief requested in this Motion, the Debtors will cause the Solicitation Packages to be distributed on or before the Solicitation Deadline. Specifically, the Solicitation Package shall contain copies of the following materials:

a. a copy of the Plan and Disclosure Statement, as conditionally approved by the Court (with all exhibits thereto);

b. the Disclosure Statement Order (without exhibits, except the Solicitation Procedures annexed as Exhibit 2 to the Disclosure Statement Order);

c. the Solicitation Procedures;

d. the Combined Hearing Notice;

e. the form of Ballot for the Voting Class in which such Holder holds a Claim, in substantially the forms of the Ballots annexed as Exhibit 3, Exhibit 4, Exhibit 5, Exhibit 6 and Exhibit 7 to the Disclosure Statement Order;

f. a pre-addressed, postage pre-paid reply envelope; and

g. any supplemental documents that the Debtors may file with the Court or that the Court orders to be made available.

The distribution of the Solicitation Packages by the Solicitation Deadline will provide all Holders of Claims entitled to vote on the Plan with the requisite materials and sufficient time to make an informed decision with respect to the Plan. *See* Fed. R. Bankr. P. 3017(d).

42. Due to the voluminous nature of certain documents, the Debtors request that they be authorized to distribute the Plan and Disclosure Statement and the Disclosure Statement Order (without exhibits, except the Solicitation Procedures annexed as Exhibit 2 to the Disclosure Statement Order) to Holders of Claims entitled to vote on the Plan by providing instructions as part of the Solicitation Package for accessing these documents through the Debtors' restructuring website (https://cases.ra.kroll.com/SungardAS/). Holders of Claims may also request a hard or electronic copy of the Plan and Disclosure Statement and the Disclosure Statement Order (without exhibits), and the Solicitation Agent will send the requested materials to such Holders of Claims within three (3) Business Days of receipt of such request or as soon as reasonably practicable thereafter. Only the Ballots, the return envelope and the Combined Hearing Notice will be provided in paper format. The Combined Hearing Notice will include a website link directing recipients to the electronic format of the documents and providing recipients directions for obtaining a print or email copy of such documents if they so desire. Distribution in this manner will translate into significant monetary savings for the Debtors' estates by reducing printing and postage costs (the Plan and Disclosure Statement and the proposed Disclosure Statement Order collectively total hundreds of pages). Further, all documents will be available in print and email on request to the Solicitation Agent and electronically, free of charge, at the Debtors' restructuring website at https://cases.ra.kroll.com/SungardAS/.

IV. The Court Should Approve the Forms of the Ballots.

43. The Debtors propose to solicit votes from Holders of Claims in the Voting Classes. All votes to accept or reject the Plan must be cast on the appropriate Ballot. In accordance with

Bankruptcy Rule 3018(c), the Debtors will distribute Ballots to Holders of Claims in the Voting Classes, substantially in the forms attached to the Disclosure Statement Order as Exhibit 3, Exhibit 4, Exhibit 5, Exhibit 6 and Exhibit 7 to tabulate acceptances and rejections of the Plan.

44. The forms of the Ballots are based on the Official Form, which has been modified to: (a) address the particular circumstances of these chapter 11 cases; and (b) include certain additional information that the Debtors believe to be relevant and appropriate for the Voting Classes. *See* Fed. R. Bankr. P. 3017(d) (a form of ballot conforming to the appropriate Official Form shall be mailed to creditors and equity security holders entitled to vote on the Plan). The Ballots include a box that Holders of Claims can check to opt out of the third party release provisions in the Plan. The forms of the Ballots comply with Bankruptcy Rule 3018(c), and the Debtors request authority to distribute the Ballots to Holders of Claims in the Voting Classes.

V. The Court Should Approve the Form of Notices to Classes Presumed to Accept or Reject the Plan.

45. In compliance with Bankruptcy Code section 1123(a)(1) and as reflected in Article VI of the Plan and Disclosure Statement, Administrative Claims, DIP Facility Claims, Professional Fee Claims and Priority Tax Claims have not been classified and will be Unimpaired under the Plan except as otherwise agreed to by the Holder of such Claim (collectively, the "Unclassified Claims"). *See* 11 U.S.C. § 1123(a)(1) (providing for classification of claims other than administrative and priority tax claims). Holders of Unclassified Claims are not entitled to vote on the Plan and will not be solicited to vote on the Plan. Additionally, Class 1 (Other Secured Claims) and Class 2 (Other Priority Claims) are Unimpaired under the Plan and are conclusively presumed to have accepted the Plan (the "Unimpaired Accepting Classes"). *See* 11 U.S.C. § 1126(f). As such, Holders of Claims in the Unimpaired Accepting Classes are also not entitled to vote on the Plan and will not be solicited to vote on the Plan.

46. In light of the non-voting status attributed to Holders of Claims in the Unimpaired Accepting Classes, the Debtors intend to provide such Holders with the Presumed to Accept Notice substantially in the form attached to the Disclosure Statement Order as Exhibit 8 in lieu of the Solicitation Package and in addition to the Combined Hearing Notice. The Presumed to Accept Notice will explain to such Holders their non-voting status and also provide instructions regarding how to obtain certain materials with respect to the Solicitation Package (excluding Ballots) from the Debtors and how to elect to opt out of the third party release provisions in the Plan, using the opt-out form (the "Opt-Out Form"). Pursuant to Bankruptcy Rule 3017(d), the Court may order that the Debtors need only provide Holders of Claims in Unimpaired Classes with notice of their non-voting status, in addition to the Combined Hearing Notice and the notice of the name and address of the agent from whom they may request a Solicitation Package. The Presumed to Accept Notice complies with the Bankruptcy Code and should be approved.

47. Additionally, Class 8 (Section 510(b) Claims) and Class 11 (Existing Equity Interests) are Impaired and presumed to have rejected the Plan (collectively, the "Impaired Deemed Rejecting Classes"). Holders of Claims or Interests in the Impaired Deemed Rejecting Classes are not entitled to vote on the Plan and will not be solicited to vote on the Plan. The Debtors will instead send such Holders the Presumed to Reject Notice, substantially in the form attached to the Disclosure Statement Order as Exhibit 9, in lieu of the Solicitation Package and in addition to the Combined Hearing Notice. The Presumed to Reject Notice will explain to Holders of Claims or Interests in Impaired Deemed Rejecting Classes their non-voting status and also provide instructions regarding how to obtain certain materials with respect to the Solicitation Package (excluding Ballots) from the Debtors and how to elect to opt out of the third party release

provisions in the Plan. The Presumed to Reject Notice complies with the Bankruptcy Code and should be approved.

48. In addition, the Debtors request that they not be required to mail Solicitation Packages or other solicitation materials, including Presumed to Accept Notices, Presumed to Reject Notices or Opt-Out Forms to (a) Holders of Claims that have already been paid in full during the chapter 11 cases or that are authorized to be paid in full in the ordinary course of business pursuant to an order previously entered by the Court and (b) any Holders of Claims in Class 9 (Intercompany Claims) and Holders of Interests in Class 10 (Intercompany Interests).

49. The Plan and Disclosure Statement, the Combined Hearing Notice, the Ballots, the Presumed to Accept Notice and the Presumed to Reject Notice provide all parties in interest with sufficient notice regarding the settlement, release, exculpation and injunction provisions contained in the Plan in compliance with Bankruptcy Rule 3016(c) and provide Holders of Claims and Interests with the opportunity to opt out of the third party release provisions in the Plan. Further, Article XII of the Plan and Disclosure Statement also describes in detail entities subject to or providing a release under the Plan, the Claims and Causes of Action so released and the entities entitled to exculpation under the Plan in conspicuous, bold typeface. Each of the Ballots and the Combined Hearing Notice describes in detail entities subject to or providing a release under the Plan and the Claims and Causes of Action so released in conspicuous, bold typeface. Each of the Disclosure Statement, Ballots and Combined Hearing Notice conspicuously states that any party that does not opt out of the releases or specifically object to its inclusion as a Releasing Party will be bound by the Plan's release provisions. The Disclosure Statement complies with Bankruptcy Rule 3016(c) by conspicuously describing the conduct and parties enjoined, released or exculpated by the Plan.

VI. The Court Should Approve the Assumption and Rejection Notices to Counterparties to Executory Contracts and Unexpired Leases.

50. Article IX of the Plan and Disclosure Statement provides that on the Effective Date, except as otherwise provided in the Plan, each Executory Contract and Unexpired Lease not previously rejected, assumed or assumed and assigned, including any employee benefit plans, severance plans and other Executory Contracts under which employee obligations arise, shall be deemed, in the Equitization Scenario, to be assumed and, in any non-Equitization Scenario, rejected, without the need for any further notice to or action, order or approval of the Bankruptcy Court, as of the Effective Date, pursuant to Bankruptcy Code section 365, unless such Executory Contract or Unexpired Lease (a) was previously assumed, assumed and assigned or rejected (including in connection with any Sale Transaction); (b) was previously expired or terminated pursuant to its own terms; (c) is the subject of a motion to assume or assume and assign Filed on or before the Confirmation Date or (d) is designated specifically, or by category, as an Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases or the Schedule of Assumed Executory Contracts and Unexpired Leases, as applicable. *See* Plan, Article IX.A. To ensure that counterparties to Executory Contracts and Unexpired Leases receive notice of assumption or rejection of their Executory Contract or Unexpired Lease (and any corresponding Cure amount) pursuant to the Plan, the Debtors will mail an Assumption Notice or a Rejection Notice, as appropriate, on or before July 28, 2022.

51. Pursuant to the Bidding Procedures Order, on June 3, 2022, the Debtors filed and served the Assumption and Assignment Notice to notify all counterparties to Executory Contracts and Unexpired Leases that their contracts may be assumed in connection with a Sale Transaction. The Assumption and Assignment Notice set forth the Cure Costs, if any, that the Debtors believed were required to be paid to the applicable counterparty to cure any monetary defaults under each

contract pursuant to Bankruptcy Code section 365. Any counterparty was permitted to object to the proposed assumption, assignment, or Cure Cost by filing an objection consistent with the procedures set forth in the Assumption and Assignment Notice. Pursuant to the Bidding Procedures Order, if a counterparty failed to timely file an objection with the Court, (a) the counterparty shall be deemed to have consented to the applicable Cure Costs set forth in the Assumption and Assignment Notice and forever shall be barred from asserting any objection with regard to such Cure Costs or any other claims related to the applicable contract, and (b) the applicable Cure Costs set forth in the Assumption and Assignment Notice shall be controlling and will be the only amount necessary to cure outstanding defaults under the applicable contracts pursuant Bankruptcy Code section 365(b), notwithstanding anything to the contrary in any such contract, or any other document

52. The Debtors shall file the Schedule of Assumed Contracts and Unexpired Leases as part of the Plan Supplement to the extent that the Debtors determine the such contracts shall be assumed or assumed and assigned in connection with the Plan. The Cure Claim with respect to any contract set forth on the Schedule of Assumed Contracts and Unexpired Leases shall be the Cure Claim as previously established pursuant to the Bidding Procedures Order and Assumption and Assignment Notice and counterparties shall not have an additional opportunity to object or otherwise contest the assumption, assignment, or Cure Claim. If no objection to the Cure amount or the proposed assumption and assignment of any Executory Contract or Unexpired Lease was previously filed in connection with the Bidding Procedures Order, then such party will be deemed to have stipulated that the applicable Cure amount as determined by the Debtors was correct, and such party will be forever barred, estopped and enjoined from asserting any additional cure amount under the proposed assigned Executory Contract or Unexpired Lease or from objecting to the

proposed assumption and assignment thereof; *provided* that the foregoing shall not relieve any such counterparty to an Executory Contract or Unexpired Lease of its obligation to file a proof of claim to the extent that its Executory Contract or Unexpired Lease is rejected pursuant to the Plan.

53. The Debtors shall file the Schedule of Rejected Contracts and Unexpired Leases as part of the Plan Supplement to the extent that the Debtors determine that such contracts shall be rejected in connection with the Plan. For the avoidance of doubt, the Debtors may determine to reject an Executory Contract or Unexpired Lease regardless of whether such contract was identified on any prior notice providing for assumption or assumption and assignment, including the Assumption and Assignment Notice filed pursuant to the Bidding Procedures Order. In addition, the Rejection Notice will include instructions for filing a Claim (if any) for rejection damages resulting from the rejection of an Executory Contract or Unexpired Lease. Further, to ensure that counterparties to Executory Contracts and Unexpired Leases receive notice of the Combined Hearing, the Debtors will serve such parties with the Combined Hearing Notice. The Assumption Notice and Rejection Notice comply with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules and should be approved.

Non-Substantive Modifications

54. The Debtors request authorization to make non-substantive or immaterial changes to the Plan and Disclosure Statement, Ballots, Combined Hearing Notice and related documents without further order of the Court, including changes to correct typographical and grammatical errors and to make conforming changes among the Plan and Disclosure Statement and any other materials in the Solicitation Package before their distribution.

Notice

55. 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 Committee; (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.

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

Dated: June 3, 2022
Houston, Texas

/s/ *Matthew D. Cavenaugh*

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Certificate of Service

I certify that on June 3, 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/ Matthew D. Cavenaugh
Matthew D. Cavenaugh

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No __**

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

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

[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.

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

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

2. The Debtors' request for a Combined Hearing on the approval of the Disclosure Statement and Confirmation of the Plan and the following Plan Confirmation Schedule is approved:

Event	**Date**
Voting Record Date	June 29, 2022
Solicitation Deadline	Three (3) Business Days after entry of the Disclosure Statement Order or as soon as reasonably practicable thereafter.
Plan Supplement Date	July 27, 2022
Voting Deadline	August 3, 2022 at 4:00 p.m. (prevailing Central Time)
Plan and Disclosure Statement Objection Deadline	August 3, 2022 at 4:00 p.m. (prevailing Central Time)
Deadline to File Voting Report	August 8, 2022
Combined Hearing on Disclosure Statement and Plan	August 9, 2022

The Combined Hearing Notice and Related Matters

3. The Combined Hearing Notice, substantially in the form attached as **Exhibit 1**, complies with the requirements of Bankruptcy Rules 2002(b), 2002(d) and 3017(d) and is approved. The Combined Hearing Notice shall be filed by the Debtors and served upon all parties required pursuant to Bankruptcy Rule 2002 three (3) Business Days after entry of the Disclosure Statement Order or as soon as reasonably practicable thereafter. The Debtors shall publish the Combined Hearing Notice as soon as reasonably practicable following entry of the Disclosure Statement Order in the national edition of *The New York Times* and any such other local publication that the Debtors deem appropriate and disclose in their affidavit of service. The publication of the Combined Hearing Notice, together with the mailing of the Combined Hearing Notice, is deemed to be sufficient and appropriate under the circumstances. Pursuant to Bankruptcy Rule 3018(a), **June 29, 2022** is established as the Voting Record Date for determining which Holders of Claims are entitled to vote on the Plan (subject to paragraph 3(u) of the Solicitation Procedures) and

whether Claims have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the Holder of the Claim.

4. The Plan and Disclosure Statement Objection Deadline is **August 3, 2022, at 4:00 p.m. (prevailing Central Time)**. Any objection to the Plan or the adequacy of the Disclosure Statement on a final basis must be filed by the Plan and Disclosure Statement Objection Deadline and must: (a) be in writing; (b) conform to the Bankruptcy Rules; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest; (d) state with particularity the basis and nature of any objection to the Plan; (e) propose a modification to the Plan that would resolve such objection (if applicable); and (f) be filed, contemporaneously with a proof of service, with the Court and served so that it is actually received by the following parties: (i) proposed co-counsel to the Debtors, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Philip C. Dublin (pdublin@akingump.com) and Meredith A. Lahaie (mlahaie@akingump.com); (ii) proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Attn: Matthew D. Cavenaugh (mcavenaugh@jw.com), and Jennifer F. Wertz (jwertz@jw.com); (iii) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Stephen D. Statham (stephen.statham@usdoj.gov); (iv) proposed counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 440 Louisiana Street, Suite 900, Houston, Texas 77002, Attn: Michael D. Warner (mwarner@pszjlaw.com); (v) counsel to the Term Loan DIP Lenders, Proskauer Rose LLP, One International Place, Boston, Massachusetts 02110, Attn: Charles A. Dale (cdale@proskauer.com) and David M. Hillman (dhillman@proskauer.com); and (vi) counsel to the ABL DIP Lenders, Thompson Coburn Hahn & Hessen LLP, 488 Madison Avenue, New York, New York 10022, Attn: Joshua I. Divack (jdivack@thompsoncoburn.com).

Approval of the Solicitation Procedures and Ballot

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

6. The procedures for distributing the Solicitation Packages as set forth in the Motion and the Solicitation Procedures satisfy the requirements of the Bankruptcy Code and the Bankruptcy Rules. The Debtors shall distribute or cause to be distributed Solicitation Packages to all Entities entitled to vote to accept or reject the Plan within three (3) Business Days after entry of the Disclosure Statement Order or as soon as reasonably practicable thereafter (the "Solicitation Deadline").

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

8. The Debtors are authorized, but not directed or required, to distribute the Plan and Disclosure Statement and this Order to Holders of Claims entitled to vote on the Plan by providing notice of the Debtors' case website in the Combined Hearing Notice and offering paper and electronic copies of the Plan and Disclosure Statement and this Order upon request. Only the Ballots, the return envelope and the Combined Hearing Notice will be provided in paper form. On or before the Solicitation Deadline, the Debtors shall provide (a) complete Solicitation Packages (other than Ballots) to the United States Trustee for the Southern District of Texas (the "U.S. Trustee") and (b) this Order and the Combined Hearing Notice to all parties on the 2002 List as of the Voting Record Date. Any party that prefers to receive materials in paper and/or email format may contact the Solicitation Agent and request paper and/or email copies of the corresponding materials (to be provided at the Debtors' expense).

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

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

11. The Ballots (including the voting instructions), substantially in the forms attached as **Exhibit 3**, **Exhibit 4**, **Exhibit 5**, **Exhibit 6** and **Exhibit 7**, are approved.

12. The Solicitation Agent is authorized to accept Ballots and Opt-Out Forms via electronic online transmission through a customized online balloting portal on the Debtors' case website to be maintained by the Solicitation Agent (the "E-Ballot Portal"). Parties entitled to vote through the E-Ballot Portal may cast an electronic Ballot or Opt-Out Form and electronically sign and submit the Ballot or Opt-Out Form instantly by utilizing the E-Ballot Portal. The encrypted data and audit trail created by such electronic submission shall become part of the record of any Ballot or Opt-Out Form submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective. Ballots or Opt-Out Forms submitted via the customized online balloting portal shall be deemed to contain an original signature. The E-Ballot Portal is the sole manner in which Ballots or Opt-Out Forms will be accepted via electronic or

online transmission. Ballots or Opt-Out Forms submitted by facsimile, email or other means of electronic transmission will not be counted.

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

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

Approval of Certain Notices

15. The Presumed to Accept Notice, substantially in the form attached as **Exhibit 8**, is approved.

16. The Presumed to Reject Notice, substantially in the form attached as **Exhibit 9**, is approved.

17. The Debtors shall cause the Presumed to Reject Notice and the Presumed to Accept Notice to be served as set forth in the Motion.

18. The Debtors shall mail an Assumption Notice or Rejection Notice of any Executory Contracts or Unexpired Leases (and any corresponding Cure costs), substantially in the forms attached as **Exhibit 10(a)** and **Exhibit 10(b)**, respectively, to the applicable counterparties to the Executory Contracts and Unexpired Leases that will be assumed or rejected (as the case may be) pursuant to the Plan, by no later than **July 28, 2022**.

19. The Disputed Claims Notice, substantially in the form attached as **Exhibit 11**, is approved. The Debtors shall cause the Disputed Claims Notice to be served on Holders of Claims that are subject to a pending objection by the Debtors as set forth in the Solicitation Procedures.

20. The Debtors are excused from mailing Solicitation Packages to those Entities to whom the Debtors caused the Combined Hearing Notice to be mailed and received a notice from the United States Postal Service or other carrier that such notice was undeliverable. If an Entity has changed its mailing address after the Petition Date, the burden is on such Entity, not the Debtors, to advise the Debtors of the new address. Additionally, the Debtors are excused from sending the Combined Hearing Notice, Solicitation Package and/or any other notices for any address that the Debtors have sent a notice since the Petition Date, which notice was returned as undeliverable, unless the Debtors have been provided with updated address information. For purposes of serving the Solicitation Packages, the Debtors are authorized to rely on the address information for Voting and Non-Voting Classes as compiled, updated and maintained by the Solicitation Agent as of the Voting Record Date. The Debtors and the Solicitation Agent are not required to conduct any additional research for updated addresses based on undeliverable notices (including Ballots) sent in connection with the solicitation mailing.[3]

21. The Debtors are excused from mailing Solicitation Packages or other solicitation materials, including Presumed to Accept Notices, Presumed to Reject Notices or Opt-Out Forms to (a) Holders of Claims that have already been paid in full during the chapter 11 cases or that are authorized to be paid in full in the ordinary course of business pursuant to an order previously

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

entered by this Court and (b) any Holders of Claims in Class 9 (Intercompany Claims) and Holders of Interests in Class 10 (Intercompany Interests).

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

23. The Solicitation Agent is authorized to assist the Debtors in (a) distributing the Solicitation Package, (b) receiving, tabulating and reporting on Ballots cast to accept or reject the Plan by Holders of Claims, (c) responding to inquiries from Holders of Claims or Interests and other parties in interest relating to the Plan and Disclosure Statement, the Ballots, the Solicitation Packages and all other related documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan, (d) soliciting votes on the Plan and (e) if necessary, contacting creditors and equity Holders regarding the Plan. The Solicitation Agent may contact parties that submit incomplete or otherwise deficient Ballots to make a reasonable effort to cure such deficiencies; *provided*, *however*, that the Solicitation Agent is not obligated to do so. The Solicitation Agent shall be entitled to indemnification to the extent provided pursuant to that certain engagement letter attached as Exhibit 1 to the *Order Appointing Kroll Restructuring Administration LLC as the Claims, Noticing and Solicitation Agent for the Debtors as of the Petition Date* [Docket No. 43] with respect to any such services rendered in connection with the implementation of this Order.

24. The Debtors' rights are reserved to modify the Plan and Disclosure Statement, in accordance with the terms of the Plan and Disclosure Statement (and subject to the terms of the Restructuring Support Agreement and the consents required therein, including the RSA Definitive Document Requirements), without further order of the Court in accordance with Article XIV of

the Plan and Disclosure Statement and paragraph 9 of this Order, including the right to withdraw the Plan as to an individual Debtor at any time before the Confirmation Date.

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

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

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

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

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

30. 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

Combined Hearing Notice

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

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

Court Approval of the Disclosure Statement and the Solicitation Procedures

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

[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 shall have the meanings set forth in the Plan and Disclosure Statement or the Disclosure Statement Order, as applicable.

Solicitation Package

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

Voting Record Date

The Voting Record Date for purposes of determining (a) which Holders of Claims are entitled to vote on the Plan and (b) whether Claims have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the Holder of the Claim is **June 29, 2022**.

Voting Deadline

If you held a Claim against the Debtors as of the Voting Record Date and are entitled to vote on the Plan, you have received a Ballot and voting instructions appropriate for your Claim(s). For your vote to be counted in connection with Confirmation of the Plan, you must follow the voting instructions, complete all required information on the Ballot, as applicable, and execute and return the completed Ballot so that it is actually received by the Solicitation Agent in accordance with the voting instructions by **August 3, 2022, at 4:00 p.m. (prevailing Central Time)** (the "Voting Deadline"). Any failure to follow the voting instructions included with the Ballot may disqualify your Ballot and your vote on the Plan.

Objections to Plan Confirmation and Final Approval of the Disclosure Statement

The court has established **August 3, 2022, at 4:00 p.m. (prevailing Central Time)** as the deadline for filing and serving objections to the Confirmation of the Plan and the adequacy of information in the Disclosure Statement (the "Plan and Disclosure Statement Objection Deadline"). Any objection to the Plan must: (a) be in writing; (b) conform to the Bankruptcy Rules; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest; (d) state with particularity the basis and nature of any objection to the Plan, (e) propose a modification to the Plan that would resolve such objection (if applicable); and (f) be filed with the Court and served, **no later than the Plan and Disclosure Statement Objection Deadline**, on (i) proposed co-counsel to the Debtors, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Philip C. Dublin (pdublin@akingump.com) and Meredith A. Lahaie (mlahaie@akingump.com); (ii) proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Attn: Matthew D. Cavenaugh (mcavenaugh@jw.com), and Jennifer F. Wertz (jwertz@jw.com); (iii) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas

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

Combined Hearing

A hearing to approve the adequacy of the Disclosure Statement and confirm the Plan (the "Combined Hearing") will commence on **August 9, 2022, at 2:00 p.m. (prevailing Central Time**), in the United States Bankruptcy Court for the Southern District of Texas before the Honorable David R. Jones, Chief Judge, at 515 Rusk Street, Houston, Texas 77002. Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such continuance being announced in open court or by a notice of continuance or reset being filed with the Court and served on parties entitled to notice under Bankruptcy Rule 2002 or otherwise. In accordance with the Plan, the Plan may be modified, if necessary, before, during or as a result of the Combined Hearing without further action by the Debtors and without further notice to or action, order or approval of the Court or any other Entity.

Assumption and Rejection Notices and Plan Supplement

The Debtors intend to file **on or before July 27, 2022** the list of Executory Contracts and Unexpired Leases to be assumed and rejected consistent with Article IX of the Plan (which may be filed as part of the Plan Supplement). The Debtors do not intend to serve copies of the list of Executory Contracts and Unexpired Leases to be assumed and rejected on all parties in interest in these chapter 11 cases. The list, however, may be obtained from the Solicitation Agent. The Debtors will send a separate notice advising applicable counterparties to Executory Contracts and Unexpired Leases that their respective contracts or leases are being assumed, assumed and assigned or rejected under the Plan, and if assumed or assumed and assigned, the proposed amount of Cure costs by **no later than July 28, 2022**. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption and assignment, or the related amount of the Cure costs, must be Filed, served and actually received by the Debtors **by August 3, 2022 at 4:00 p.m. (prevailing Central Time** (the "Cure Objection Deadline"); *provided, however*, any Cure cost that has been finally determined pursuant to the Bidding Procedures Order (including by failure of the applicable counterparty to timely object to a proposed Cure cost as set forth in the Assumption and Assignment Notice served pursuant to the Bidding Procedures Order) shall be binding on the applicable counterparty.

The Debtors intend to file a Plan Supplement on or before **July 27, 2022**. The Debtors do not intend to serve copies of the Plan Supplement on all parties in interest in these chapter 11 cases. The Plan Supplement, however, may be obtained from the Solicitation Agent.

Inquiries

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

Release, Exculpation, and Injunction Language in the Plan

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

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

EXECUTED TO IMPLEMENT THE PLAN AND SHALL NOT RESULT IN A RELEASE, WAIVER, OR DISCHARGE OF ANY OF THE DEBTORS' OR THE REORGANIZED DEBTORS' ASSUMED INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN.

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

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

CCAA PROCEEDING, THE DIP DOCUMENTS, THE SALE PROCESSES, SOLICITATION OF VOTES ON THE PLAN, THE PREPETITION NEGOTIATION AND SETTLEMENT OF CLAIMS, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF ANY DEBT AND/OR SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE (A) ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN AND SHALL NOT RESULT IN A RELEASE, WAIVER, OR DISCHARGE OF ANY OF THE DEBTORS' OR THE REORGANIZED DEBTORS' ASSUMED INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN OR (B) OBLIGATIONS UNDER ANY OF THE CREDIT AGREEMENTS OR DIP ORDERS THAT, BY THEIR EXPRESS TERMS, SURVIVE THE TERMINATION OF THE CREDIT AGREEMENTS OR DIP ORDERS, INCLUDING THE RIGHTS OF THE APPLICABLE AGENTS TO EXPENSE REIMBURSEMENT, INDEMNIFICATION AND SIMILAR AMOUNTS.

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

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

UNDER THE PLAN, "***RELEASED PARTY***" MEANS EACH OF THE FOLLOWING, SOLELY IN ITS CAPACITY AS SUCH: (A) THE DEBTORS AND REORGANIZED DEBTORS; (B) THE DIP FACILITY LENDERS (IN THEIR CAPACITY AS DIP FACILITY LENDERS, DIRECTORS, BOARD OBSERVERS, SHAREHOLDERS, AND IN ANY OTHER

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

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

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

THE EXCULPATED PARTIES HAVE, AND UPON CONFIRMATION OF THE PLAN SHALL BE DEEMED TO HAVE, PARTICIPATED IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE LAWS WITH REGARD TO THE SOLICITATION OF VOTES ON, AND DISTRIBUTION OF CONSIDERATION PURSUANT TO, THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS SHALL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE EXCULPATION SET FORTH ABOVE DOES NOT RELEASE OR EXCULPATE ANY CLAIM RELATING TO ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER

THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN.

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

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

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN THE CHAPTER 11 CASES THAT EXPRESSLY OBJECTS TO THE INCLUSION OF SUCH HOLDER AS A RELEASING PARTY UNDER THE PROVISIONS CONTAINED IN ARTICLE XII.C OF THE PLAN OR DO

NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE XII.C OF THE PLAN IN A BALLOT OR NOTICE DISTRIBUTED BY THE DEBTORS WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. BY OBJECTING TO OR ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

Dated: [●], 2022
Houston, Texas

/s/*DRAFT*

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Exhibit 2

Solicitation Procedures

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

SOLICITATION PROCEDURES

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

I. The Voting Record Date.

The Court approved **June 29, 2022**, as the voting record date (the "Voting Record Date") for purposes of determining: (a) which Holders of Claims are entitled to vote on the Plan; and (b) whether Claims have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the Holder of the Claim.

II. The Voting Deadline.

The Court has approved **August 3, 2022, at 4:00 p.m. (prevailing Central Time)** as the Voting Deadline for the delivery of ballots voting to accept or reject the Plan (collectively, the

[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 not otherwise defined herein shall have the meaning given to them in the Plan and Disclosure Statement or Disclosure Statement Order, applicable.

"Ballots"). The Debtors may extend the Voting Deadline, in their discretion, in consultation with the Committee and without further order of the Court. To be counted as votes to accept or reject the Plan, all Ballots must be properly executed, completed and delivered pursuant to the instructions set forth on the applicable Ballot, so that they are actually received, in any case, no later than the Voting Deadline by the Solicitation Agent. Delivery of a Ballot to the Solicitation Agent by facsimile, electronic mail or any other electronic means of submission apart from the Solicitation Agent's online portal shall not be valid.

III. Form, Content and Manner of Notices.

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

a. the Plan and Disclosure Statement, as conditionally approved by the Court (with all exhibits thereto);

b. the Disclosure Statement Order (without exhibits, except the Solicitation Procedures annexed as Exhibit 2 to the Disclosure Statement Order);

c. these Solicitation Procedures;

d. the Combined Hearing Notice;[3]

e. the form of Ballot for the Voting Class in which such Holder holds a Claim, in substantially the forms of the Ballots annexed as Exhibit 3, Exhibit 4, Exhibit 5 and Exhibit 6 to the Disclosure Statement Order;

f. a pre-addressed, postage pre-paid reply envelope; and

g. any supplemental documents that the Debtors may file with the Court or that the Court orders to be made available.

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

The Solicitation Package shall provide the Plan and Disclosure Statement and the Disclosure Statement Order (without exhibits, except the Solicitation Procedures annexed as Exhibit 2 to the Disclosure Statement Order) by providing notice of the Debtors' case website in the Combined Hearing Notice and offering paper and electronic copies upon request. All other contents of the Solicitation Package, including the Ballots, shall be provided in paper format. Any party that would prefer paper and/or email format may contact the Solicitation Agent by: (i) accessing the Debtors' restructuring website at https://cases.ra.kroll.com/SungardAS/; (ii) writing to Sungard AS Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232; (iii) emailing SGASinfo@ra.kroll.com; or (iv) calling the

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

Solicitation Agent's information line with respect to the Debtors at (844) 224-1140 (U.S. and Canada) or (646) 979-4408 (International).

The Debtors shall serve, or cause to be served, (a) all of the materials in the Solicitation Package (excluding the Ballots) on the U.S. Trustee and (b) the Plan and Disclosure Statement, the Disclosure Statement Order (in electronic format) and the Combined Hearing Notice to all parties required to be notified under Bankruptcy Rule 2002 and Bankruptcy Local Rule 2002-1 (the "2002 List") as of the Solicitation Deadline. In addition, on the Solicitation Deadline, the Debtors shall mail, or cause to be mailed, the Solicitation Package to all Holders of Claims in the Voting Classes that are entitled to vote. To avoid duplication and reduce expenses, the Debtors will use commercially reasonable efforts to ensure that any Holder of a Claim who has filed duplicative Claims against a Debtor (whether against the same or multiple Debtors) that are classified under the Plan in the same Voting Class receives no more than one Solicitation Package (and, therefore, one Ballot) on account of such Claim and with respect to that Class as against that Debtor.

3. Resolution of Disputed Claims for Voting Purposes; Resolution Event

a. Absent a further order of the Court, the Holder of a Claim that is in a Voting Class and is the subject of a pending objection on a "reduce and allow" basis on or prior to seven (7) days before the Voting Deadline shall be entitled to vote such Claim in the reduced amount contained in such objection.

b. If a Claim is subject to an objection other than a "reduce and allow" objection that is filed with the Court on or prior to seven (7) days before the Voting Deadline: (i) the Debtors shall cause the applicable Holder to be served with a Disputed Claim Notice (which notice shall be served together with such objection); and (ii) the applicable Holder shall not be entitled to vote to accept or reject the Plan on account of such Claim unless a Resolution Event (as defined herein) occurs as provided herein or the Court orders otherwise.

c. If a Claim in a Voting Class is subject to an objection other than a "reduce and allow" objection that is filed with the Court less than seven (7) days prior to the Voting Deadline, the applicable Claim shall be deemed temporarily allowed for voting purposes only, without further action by the Holder of such Claim and without further order of the Court, unless the Court orders otherwise.

d. A "Resolution Event" means the occurrence of one or more of the following events no later than three (3) Business Days prior to the Voting Deadline:

(1) an order of the Court is entered allowing such Claim pursuant to Bankruptcy Code section 502(b), after notice and a hearing;

(2) an order of the Court is entered temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;

(3) a stipulation or other agreement is executed between the Holder of such Claim and the Debtors resolving the objection and allowing such Claim in an agreed upon amount and such agreement (or notice of such agreement) is conveyed by the Debtors to the Solicitation Agent by electronic mail or otherwise; or

(4) the pending objection is voluntarily withdrawn by the objecting party.

e. No later than two (2) Business Days following the occurrence of a Resolution Event, the Debtors shall cause the Solicitation Agent to distribute via email, hand delivery or overnight courier service a Solicitation Package and a pre-addressed, postage pre-paid envelope to the relevant Holder to the extent such Holder has not already received a Solicitation Package.

4. ***Non-Voting Status Notices for Unimpaired Classes and Classes Deemed to Reject the Plan***. Certain Holders of Claims that are not classified in accordance with Bankruptcy Code section 1123(a)(1), or who are not entitled to vote because they are Unimpaired or otherwise presumed to accept the Plan under Bankruptcy Code section 1126(f), will receive only the Presumed to Accept Notice, substantially in the form annexed as Exhibit 7 to the Disclosure Statement Order. Certain Holders of Claims or Interests who are not entitled to vote because they are deemed to reject the Plan under Bankruptcy Code section 1126(g) will receive the Presumed to Reject Notice, substantially in the form annexed as Exhibit 8 to the Disclosure Statement Order. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding Ballots).

IV. Voting and General Tabulation Procedures.

1. ***Holders of Claims Entitled to Vote***. Only the following Holders of Claims in the Voting Class shall be entitled to vote with regard to such Claims:

a. Holders of Claims who, on or before the Voting Record Date, have timely filed a Proof of Claim that (i) has not been expunged, disallowed, disqualified, withdrawn or superseded prior to the Voting Record Date and (ii) is not the subject of a pending objection, other than a "reduce and allow" objection, filed with the Court at least seven (7) days prior to the Voting Deadline; *provided* that a Holder of a Claim that is the subject of a pending objection on a "reduce and allow" basis shall receive a Solicitation Package and be entitled to vote such Claim in the reduced amount contained in such objection;

b. Holders of Claims who, pursuant to the Bar Date Order, are exempt from any requirement to file a Proof(s) of Claim on or before the applicable Bar Date or have filed a single, master Proof of Claim by the relevant Bar Date with respect to all Claims under an applicable facility, loan document or indenture. For the avoidance of doubt, a Holder will only be entitled to vote on account of a Claim arising from the rejection of an Executory Contract or Unexpired Lease if the Claim is filed by the Voting Record Date;

c. Holders of Claims that are listed in the Schedules; *provided* that Claims that are scheduled as wholly contingent, unliquidated or disputed (excluding such scheduled contingent, unliquidated or disputed Claims that have been superseded by a timely Filed Proof of Claim) shall be disallowed for voting purposes (unless the applicable Claims Bar Date has not expired before the Voting Record Date, in which case such scheduled claims would be allowed to vote in amount of $1.00); *provided further* that Holders of Claims that are partially contingent, unliquidated and/or disputed (whether listed in the Schedules or on a Proof of Claim) shall be allowed for voting purposes only in the non-contingent, liquidated and undisputed amount;

d. Holders of Claims that arise (i) pursuant to an agreement or settlement with the Debtors, as reflected in a document filed with the Court or otherwise (including any Claims to which the Debtors have stipulated pursuant to the DIP Orders), (ii) in an order entered by the Court or (iii) in a document executed by the Debtors pursuant to authority granted by the Court, in each case regardless of whether a Proof of Claim has been filed (including the DIP Orders);

e. Holders of Disputed Claims that have been temporarily allowed to vote on the Plan pursuant to Bankruptcy Rule 3018; and

f. the assignee of any Claim that was properly transferred on or before the Voting Record Date by any Entity described in subparagraphs (a) through (d) above; *provided* that such transfer or assignment has been fully effectuated pursuant to the procedures set forth in Bankruptcy Rule 3001(e) and such transfer is reflected on the Claims Register on the Voting Record Date.

2. ***Establishing Claim Amounts for Voting Purposes***.

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

b. Class 4 Second Lien Credit Agreement Claims. The amount of Class 4 Second Lien Credit Agreement Claims for voting purposes only will be established based on the amount of the applicable positions held by each Class 4 Second Lien Credit Agreement Claim Holder, as of the Voting Record Date, as evidenced by the applicable administrative agent's records, which shall be provided to the Debtors or the Solicitation Agent in electronic Microsoft Excel format no later than one (1) Business Day following the Voting Record Date or as soon as reasonably practicable thereafter.

c. Class 5 Non-Existing Second Lien Credit Agreement Claims. The amount of Class 5 Non-Existing Second Lien Credit Agreement Claims for voting purposes only will be established based on the amount of the applicable positions held by each Class 5 Non-Existing Second Lien Credit Agreement Claim Holder, as of the Voting Record Date, as evidenced by the applicable administrative agent's records, which shall be provided to the Debtors or the Solicitation Agent in electronic Microsoft Excel format no later than one (1) Business Day following the Voting Record Date or as soon as reasonably practicable thereafter.

d. Class 6 General Unsecured Claims. The amount of General Unsecured Claims for voting purposes only will be established based on the amount of the applicable positions held by such General Unsecured Claim Holder as of the Voting Record Date, as evidenced by (i) the Debtors' applicable Schedule of Assets and Liabilities or (ii) the claims register maintained in the chapter 11 cases, in accordance with the procedures set forth above.

e. Class 7 Term Loan Deficiency Claims. Term Loan Deficiency Claims will not be assigned an amount for voting purposes unless and until such amounts are established (i) by agreement of the Debtors and the applicable holders of such Claims or (ii) as determined by the Court.

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

a. Except as otherwise provided in the Solicitation Procedures, unless the Ballot being furnished is actually received by the Solicitation Agent on or prior to the Voting Deadline (as the same may be extended by the Debtors), the Debtors, in their sole discretion, shall be entitled to reject such Ballot as invalid and not count it in connection with Confirmation of the Plan;

b. The Debtors will file with the Court by no later than **August 8, 2022** a voting report (the "Voting Report") that shall, among other things, delineate every Ballot that does not conform to the voting instructions or that contains any form of irregularity including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or lacking necessary information, received via facsimile or electronic mail or damaged (collectively, in each case, the "Irregular Ballots"). The Voting Report shall indicate the Debtors' intentions with regard to each Irregular Ballot;

c. The method of delivery of Ballots to be sent to the Solicitation Agent is at the election and risk of each Holder. Except as otherwise provided, a Ballot will be deemed delivered only when the Solicitation Agent actually receives the properly executed Ballot;

d. An executed Ballot must be submitted by the Entity that has executed such Ballot. Subject to the other procedures and requirements herein, completed, executed Ballots may be submitted via the online "E-Balloting" portal maintained by the Solicitation Agent;

e. Ballots should not be submitted by electronic mail or facsimile—any Ballots submitted by electronic mail or facsimile will not be valid;

f. No Ballot should be sent to the Debtors, the Debtors' agents (other than the Solicitation Agent) or the Debtors' financial or legal advisors, and if so sent will not be counted;

g. If multiple Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the last properly executed Ballot received will be counted and all prior received Ballots will be disregarded; *provided*, *however*, to the extent a Class 7 Ballot (Term Loan Deficiency Claim) differs from a Ballot submitted by the same Holder for a Class 3 Ballot (First Lien Credit Agreement Claims), Class 4 Ballot (Second Lien Credit Agreement Claims), or Class 5 Ballot (Non-Extending Second Lien Credit Agreement Claims) (each of the foregoing, a "Credit Agreement Ballot"), the Credit Agreement Ballot will control over the Class 7 Ballot (Term Loan Deficiency Claim);

h. Holders must vote all of their Claims within a particular Class either to accept or reject the Plan and may not split any votes. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, to the extent there are multiple Claims held by the same Holder within the same Class, the applicable Debtor may, in its discretion, seek to aggregate the Claims of any particular Holder within a Class for the purpose of counting votes. The Debtors shall identify any such aggregation of multiple Claims in the Voting Report, and any party in interest may contest such aggregation at the Confirmation Hearing including, without limitation, on the basis that the Debtors have not satisfied Bankruptcy Code section 1129(a)(8)(A) for failure to meet the numerosity requirement of Bankruptcy Code section 1126(c).

i. A Holder of a Claim that may be asserted against multiple Debtors must vote all such Claims in the same way (i.e. either all to accept the Plan at each Debtor against whom they have Claims or all to reject the Plan at each Debtor against whom they have Claims and may not vote any such Claim to accept at one Debtor and reject at another Debtor). Accordingly, a Ballot that rejects the Plan for a Claim at one Debtor and accepts the Plan for the same Claim at another Debtor will not be counted;

j. A person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity of a Holder of Claims must indicate such capacity when signing;

k. The Debtors, unless subject to a contrary order of the Court, may waive any defects or irregularities as to any particular Irregular Ballot at any time, either before or after the close of voting, and any such waivers will be documented in the Voting Report;

l. Neither the Debtors, nor any other Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report, nor will any of them incur any liability for failure to provide such notification;

m. Unless waived or as ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted. For the avoidance of doubt, the Solicitation Agent is not required to contact parties to cure any defects or irregularities for submitted Ballots;

n. In the event a designation of lack of good faith is requested by a party in interest under Bankruptcy Code section 1126(e), the Court will determine whether any vote to accept and/or reject the Plan cast with respect to that Claim will be counted for purposes of determining whether the Plan has been accepted and/or rejected;

o. Subject to any order of the Court, the Debtors reserve the right to reject any and all Ballots not in proper form, the acceptance of which, in the opinion of the Debtors, would not be in accordance with the provisions of the Bankruptcy Code or the Bankruptcy Rules; *provided* that any such rejections will be documented in the Voting Report;

p. If a Claim has been estimated or otherwise Allowed only for voting purposes by order of the Court, such Claim shall be temporarily Allowed in the amount so estimated or Allowed by the Court for voting purposes only and not for purposes of allowance or distribution;

q. If an objection to a Claim is filed, such Claim shall be treated in accordance with the procedures set forth herein;

r. The following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit identification of the Holder of such Claim; (ii) any Ballot cast by an Entity that does not hold a Claim in a Voting Class; (iii) any Ballot cast for a Claim scheduled as unliquidated, contingent or disputed for which no Proof of Claim was timely filed by the Voting Record Date (unless the applicable bar date has not yet passed, in which case such Claim shall be entitled to vote in the amount of $1.00); (iv) any unsigned Ballot or Ballot lacking an original signature (for the avoidance of doubt, Ballots submitted through the online "E-Balloting" portal shall be deemed to include an original signature); (v) any Ballot not marked to accept or reject the Plan or marked both to accept

and reject the Plan; and (vi) any Ballot submitted by an Entity not entitled to vote pursuant to the procedures described herein;

s. After the Voting Deadline and subject to the requirements of Bankruptcy Rule 3018(a), no Ballot may be withdrawn or modified without the prior written consent of the Debtors and order of the Court;

t. The Debtors are authorized to enter into stipulations with the Holder of any Claim agreeing to the amount of a Claim for voting purposes;

u. Where any portion of a single Claim has been transferred to a transferee, all Holders of any portion of such single Claim will be (i) treated as a single creditor for purposes of the numerosity requirements in Bankruptcy Code section 1126(c) (and for the other voting and solicitation procedures set forth herein), and (ii) required to vote every portion of such Claim collectively to accept or reject the Plan. In the event that (x) a Ballot, (y) a group of Ballots within a Voting Class received from a single creditor or (z) a group of Ballots received from the various Holders of multiple portions of a single Claim partially reject and partially accept the Plan, such Ballots shall not be counted; and

v. For purposes of the numerosity requirement of Bankruptcy Code section 1126(c), separate Claims held by a single creditor in a particular Class may be aggregated and treated as if such creditor held one Claim in such Class, in which case all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided*, *however*, that if separate affiliated Entities, including any funds or accounts that are advised or managed by the same Entity or by affiliated Entities, hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated Entity or managed fund or account will be counted separately as a vote to accept or reject the Plan.

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

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

VI. Release, Exculpation, and Injunction Language in the Plan.

The release, exculpation and injunction provisions contained in Article XII of the Plan and Disclosure Statement are included in the Combined Hearing Notice, and the releases by Holders of Claims are included in the Ballot. Entities are advised to carefully

review and consider the Plan and Disclosure Statement, including the release, exculpation and injunction provisions set forth in Article XII, as their rights may be affected.

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

Exhibit 3

Form of Ballot for Class 3 First Lien Credit Agreement Claims

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

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

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

IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE SOLICITATION AGENT BY AUGUST 3, 2022, AT 4:00 P.M., PREVAILING CENTRAL TIME (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE FOLLOWING:

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), are soliciting votes with respect to the Plan as set forth in the *Combined Disclosure Statement and Joint Chapter 11 Plan of Sungard AS New Holdings, LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented or otherwise modified from time to time, the "Plan" or "Disclosure Statement" or "Plan and Disclosure Statement," as applicable).[2] The Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") has conditionally approved the Disclosure Statement as containing adequate information pursuant to section 1125 of title 11 of the United States Code (the "Bankruptcy Code"), by entry of an order on [●], 2022

[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 shall have the meanings ascribed to them in the Plan and Disclosure Statement or Disclosure Statement Order, as applicable.

[Docket No.[●]] (the "Disclosure Statement Order"). On [●], 2022, the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") granted an order recognizing and giving full force and effect to the Disclosure Statement Order in Canada. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Similarly, recognition of the Disclosure Statement Order by the Canadian Court does not indicate approval of the Plan by the Canadian Court.

You are receiving this ballot (this "Ballot") because you are a Holder of a First Lien Credit Agreement Claim (your "First Lien Credit Agreement Claim") as of June 29, 2022 (the "Voting Record Date"). Accordingly, you have a right to vote to accept or reject the Plan.

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

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

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

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

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

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

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

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

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

OR

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

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

Unique E-Ballot ID#:_____

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

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

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

Item 1. Amount of Claim.

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

$_____
Debtor_____

Item 2. Vote on Plan.

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

☐ **ACCEPT** (vote FOR) the Plan	☐ **REJECT** (vote AGAINST) the Plan

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

Item 3. Important information regarding the third party release provisions in the Plan (the "Third Party Releases").

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

IF YOU ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

YOU MAY ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE XII.C OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW AND (A) SUBMIT THE BALLOT BUT ABSTAIN FROM VOTING TO ACCEPT OR REJECT THE PLAN OR (B) VOTE TO REJECT THE PLAN. IF YOU (A) VOTE TO ACCEPT THE PLAN, (B) FAIL TO SUBMIT A BALLOT BY THE VOTING DEADLINE, (C) SUBMIT THE BALLOT BUT ABSTAIN FROM VOTING TO ACCEPT OR REJECT THE PLAN WITHOUT CHECKING THE BOX BELOW OR (D) VOTE TO REJECT THE PLAN WITHOUT CHECKING THE BOX BELOW, IN EACH CASE YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN.

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

☐ **OPT OUT of the Third Party Release**

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

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

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

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

* * *

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

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

Item 5. Certifications.

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

(a) as of the Voting Record Date, either: (i) the Entity is the Holder of the First Lien Credit Agreement Claims being voted; or (ii) the Entity is an authorized signatory for an Entity that is a Holder of the First Lien Credit Agreement Claims being voted;

(b) the Entity (or in the case of an authorized signatory, the Holder) has received the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

(c) the Entity has cast the same vote with respect to all of its First Lien Credit Agreement Claims; and

(d) no other Ballots with respect to the amount of the First Lien Credit Agreement Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such First Lien Credit Agreement Claims, then any such earlier Ballots are hereby revoked.

Name of Holder: _____
(Print or Type)

Signature: _____

Name of Signatory: _____
(If other than the Holder)

Title: _____

Address: _____

_____

_____

Telephone Number: _____

Email: _____

Date Completed: _____

IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE AUGUST 3, 2022, AT 4:00 P.M. PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY

THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of Holders of Claims or Interests with respect to the Plan. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by Bankruptcy Code section 1129(a). Please review the Plan and Disclosure Statement for more information.

3. To ensure that your Ballot is counted, you ***must*** complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**

4. **Use of Ballot**. To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.

5. Your Class 3 Ballot ***must*** be returned to the Solicitation Agent so as to be ***actually received*** by the Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is August 3, 2022, at 4:00 p.m., prevailing Central Time.**

6. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Ballots will *not* be counted:**

   (a) any Ballot that partially rejects and partially accepts the Plan;

   (b) Ballots sent to the Debtors, the Debtors' agents (other than the Solicitation Agent), any agent, indenture trustee or the Debtors' financial or legal advisors;

   (c) Ballots sent by electronic mail or facsimile;

   (d) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;

   (e) any Ballot submitted by a Holder not entitled to vote pursuant to the Plan;

   (f) any unsigned Ballot (for the avoidance of doubt, Ballots validly submitted through the E-Ballot Portal will be deemed signed); and/or

(g) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan.

7. The method of delivery of Ballots to the Solicitation Agent is at the election and risk of each Holder of a First Lien Credit Agreement Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Solicitation Agent ***actually receives*** the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.

8. If multiple Ballots are received from the same Holder of a Class 3 Claim with respect to the same Class 3 First Lien Credit Agreement Claim prior to the Voting Deadline, the latest, timely received and properly completed Ballot will supersede and revoke any earlier received Ballots.

9. You must vote all of your First Lien Credit Agreement Claims within Class 3 either to accept or reject the Plan and may ***not*** split your vote.

10. This Ballot does ***not*** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

11. **Please be sure to sign and date your Ballot**. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the ballot.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

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

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

OR BY EMAILING SGASINFO@RA.KROLL.COM

IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS ON AUGUST 3, 2022, AT 4:00 P.M., PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.

Exhibit 4

Form of Ballot for Class 4 Second Lien Credit Agreement Claims

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

BALLOT FOR VOTING TO ACCEPT
OR REJECT THE JOINT CHAPTER 11 PLAN OF
SUNGARD AS NEW HOLDINGS, LLC AND ITS DEBTOR AFFILIATES
FOR HOLDERS OF CLASS 4 SECOND LIEN CREDIT AGREEMENT CLAIMS

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

IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE SOLICITATION AGENT BY AUGUST 3, 2022, AT 4:00 P.M., PREVAILING CENTRAL TIME (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE FOLLOWING:

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), are soliciting votes with respect to the Plan as set forth in the *Combined Disclosure Statement and Joint Chapter 11 Plan of Sungard AS New Holdings, LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented or otherwise modified from time to time, the "Plan" or "Disclosure Statement" or "Plan and Disclosure Statement," as applicable).[2] The Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") has conditionally approved the Disclosure Statement as containing adequate information pursuant to section 1125 of title 11 of the United States Code (the "Bankruptcy Code"), by entry of an order on [●], 2022

[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 shall have the meanings ascribed to them in the Plan and Disclosure Statement or Disclosure Statement Order, as applicable.

[Docket No.[●]] (the "Disclosure Statement Order"). On [●], 2022, the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") granted an order recognizing and giving full force and effect to the Disclosure Statement Order in Canada. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Similarly, recognition of the Disclosure Statement Order by the Canadian Court does not indicate approval of the Plan by the Canadian Court.

You are receiving this ballot (this "Ballot") because you are a Holder of a Second Lien Credit Agreement Claim (your "Second Lien Credit Agreement Claim") as of June 29, 2022 (the "Voting Record Date"). Accordingly, you have a right to vote to accept or reject the Plan.

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

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

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

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

You should review the Plan and Disclosure Statement and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Second Lien Credit Agreement Claim has been placed in Class 4 under the Plan.

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

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

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

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

OR

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

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

Unique E-Ballot ID#:_____

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

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

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

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of Second Lien Credit Agreement Claims in the following aggregate unpaid amount (insert amount in box below):

$_____
Debtor_____

Item 2. Vote on Plan.

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

☐ **ACCEPT** (vote FOR) the Plan	☐ **REJECT** (vote AGAINST) the Plan

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

Item 3. Important information regarding the third party release provisions in the Plan (the "Third Party Releases").

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

IF YOU ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

YOU MAY ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE XII.C OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW AND (A) SUBMIT THE BALLOT BUT ABSTAIN FROM VOTING TO ACCEPT OR REJECT THE PLAN OR (B) VOTE TO REJECT THE PLAN. IF YOU (A) VOTE TO ACCEPT THE PLAN, (B) FAIL TO SUBMIT A BALLOT BY THE VOTING DEADLINE, (C) SUBMIT THE BALLOT BUT ABSTAIN FROM VOTING TO ACCEPT OR REJECT THE PLAN WITHOUT CHECKING THE BOX BELOW OR (D) VOTE TO REJECT THE PLAN WITHOUT CHECKING THE BOX BELOW, IN EACH CASE YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN.

The Holder of the Class 4 Second Lien Credit Agreement Claim identified in Item 1 elects to:

☐ **OPT OUT of the Third Party Release**

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

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

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

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

* * *

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

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

Item 5. Certifications.

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

(a) as of the Voting Record Date, either: (i) the Entity is the Holder of the Second Lien Credit Agreement Claims being voted; or (ii) the Entity is an authorized signatory for an Entity that is a Holder of the Second Lien Credit Agreement Claims being voted;

(b) the Entity (or in the case of an authorized signatory, the Holder) has received the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

(c) the Entity has cast the same vote with respect to all of its Second Lien Credit Agreement Claims; and

(d) no other Ballots with respect to the amount of the Second Lien Credit Agreement Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Second Lien Credit Agreement Claims, then any such earlier Ballots are hereby revoked.

Name of Holder: _____
(Print or Type)

Signature: _____

Name of Signatory: _____
(If other than the Holder)

Title: _____

Address: _____

_____

_____

Telephone Number: _____

Email: _____

Date Completed: _____

IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE AUGUST 3, 2022, AT 4:00 P.M. PREVAILING CENTRAL TIME, AND

IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of Holders of Claims or Interests with respect to the Plan. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by Bankruptcy Code section 1129(a). Please review the Plan and Disclosure Statement for more information.

3. To ensure that your Ballot is counted, you ***must*** complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**

4. **Use of Ballot**. To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.

5. Your Class 4 Ballot ***must*** be returned to the Solicitation Agent so as to be ***actually received*** by the Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is August 3, 2022, at 4:00 p.m., prevailing Central Time.**

6. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Ballots will *not* be counted:**

   (a) any Ballot that partially rejects and partially accepts the Plan;

   (b) Ballots sent to the Debtors, the Debtors' agents (other than the Solicitation Agent), any agent, indenture trustee or the Debtors' financial or legal advisors;

   (c) Ballots sent by electronic mail or facsimile;

   (d) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;

   (e) any Ballot submitted by a Holder not entitled to vote pursuant to the Plan;

   (f) any unsigned Ballot (for the avoidance of doubt, Ballots validly submitted through the E-Ballot Portal will be deemed signed); and/or

(g) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan.

7. The method of delivery of Ballots to the Solicitation Agent is at the election and risk of each Holder of a Second Lien Credit Agreement Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Solicitation Agent ***actually receives*** the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.

8. If multiple Ballots are received from the same Holder of a Class 4 Claim with respect to the same Class 4 Second Lien Credit Agreement Claim prior to the Voting Deadline, the latest, timely received and properly completed Ballot will supersede and revoke any earlier received Ballots.

9. You must vote all of your Second Lien Credit Agreement Claims within Class 4 either to accept or reject the Plan and may ***not*** split your vote.

10. This Ballot does ***not*** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

11. **Please be sure to sign and date your Ballot**. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the ballot.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

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

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

OR BY EMAILING SGASINFO@RA.KROLL.COM

IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS ON AUGUST 3, 2022, AT 4:00 P.M., PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.

Exhibit 5

Form of Ballot for Class 5 Non-Extending Second Lien Credit Agreement Claims

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF SUNGARD AS NEW HOLDINGS, LLC AND ITS DEBTOR AFFILIATES FOR HOLDERS OF CLASS 5 NON-EXTENDING SECOND LIEN CREDIT AGREEMENT CLAIMS

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

IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE SOLICITATION AGENT BY AUGUST 3, 2022, AT 4:00 P.M., PREVAILING CENTRAL TIME (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE FOLLOWING:

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), are soliciting votes with respect to the Plan as set forth in the *Combined Disclosure Statement and Joint Chapter 11 Plan of Sungard AS New Holdings, LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented or otherwise modified from time to time, the "Plan" or "Disclosure Statement" or "Plan and Disclosure Statement," as applicable).[2] The Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") has conditionally approved the Disclosure Statement as containing adequate information pursuant to section 1125 of title 11 of the United States Code (the "Bankruptcy Code"), by entry of an order on [●], 2022

[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 shall have the meanings ascribed to them in the Plan and Disclosure Statement or Disclosure Statement Order, as applicable.

[Docket No.[●]] (the "Disclosure Statement Order"). On [●], 2022, the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") granted an order recognizing and giving full force and effect to the Disclosure Statement Order in Canada. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Similarly, recognition of the Disclosure Statement Order by the Canadian Court does not indicate approval of the Plan by the Canadian Court.

You are receiving this ballot (this "Ballot") because you are a Holder of a Non-Extending Second Lien Credit Agreement Claim (your "Non-Extending Second Lien Credit Agreement Claim") as of June 29, 2022 (the "Voting Record Date"). Accordingly, you have a right to vote to accept or reject the Plan.

YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHOM YOU HAVE A NON-EXTENDING SECOND LIEN CREDIT AGREEMENT CLAIM.

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

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

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

You should review the Plan and Disclosure Statement and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Non-Extending Second Lien Credit Agreement Claim has been placed in Class 5 under the Plan.

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

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

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

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

OR

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

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Unique E-Ballot ID#:_____

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

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

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

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of Non-Extending Second Lien Credit Agreement Claims in the following aggregate unpaid amount (insert amount in box below):

$_____
Debtor_____

Item 2. Vote on Plan.

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

☐ **ACCEPT** (vote FOR) the Plan	☐ **REJECT** (vote AGAINST) the Plan

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

Item 3. Important information regarding the third party release provisions in the Plan (the "Third Party Releases").

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

IF YOU ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

YOU MAY ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE XII.C OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW AND (A) SUBMIT THE BALLOT BUT ABSTAIN FROM VOTING TO ACCEPT OR REJECT THE PLAN OR (B) VOTE TO REJECT THE PLAN. IF YOU (A) VOTE TO ACCEPT THE PLAN, (B) FAIL TO SUBMIT A BALLOT BY THE VOTING DEADLINE, (C) SUBMIT THE BALLOT BUT ABSTAIN FROM VOTING TO ACCEPT OR REJECT THE PLAN WITHOUT CHECKING THE BOX BELOW OR (D) VOTE TO REJECT THE PLAN WITHOUT CHECKING THE BOX BELOW, IN EACH CASE YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN.

The Holder of the Class 5 Non-Extending Second Lien Credit Agreement Claim identified in Item 1 elects to:

☐ **OPT OUT of the Third Party Release**

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

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

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

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

* * *

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

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

Item 5. Certifications.

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

(a) as of the Voting Record Date, either: (i) the Entity is the Holder of the Non-Extending Second Lien Credit Agreement Claims being voted; or (ii) the Entity is an authorized signatory for an Entity that is a Holder of the Non-Extending Second Lien Credit Agreement Claims being voted;

(b) the Entity (or in the case of an authorized signatory, the Holder) has received the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

(c) the Entity has cast the same vote with respect to all of its Non-Extending Second Lien Credit Agreement Claims; and

(d) no other Ballots with respect to the amount of the Non-Extending Second Lien Credit Agreement Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Non-Extending Second Lien Credit Agreement Claims, then any such earlier Ballots are hereby revoked.

Name of Holder: _____
(Print or Type)

Signature: _____

Name of Signatory: _____
(If other than the Holder)

Title: _____

Address: _____

_____

_____

Telephone Number: _____

Email: _____

Date Completed: _____

IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE AUGUST 3, 2022, AT 4:00 P.M. PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY

THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of Holders of Claims or Interests with respect to the Plan. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by Bankruptcy Code section 1129(a). Please review the Plan and Disclosure Statement for more information.

3. To ensure that your Ballot is counted, you ***must*** complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**

4. **Use of Ballot**. To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.

5. Your Class 5 Ballot ***must*** be returned to the Solicitation Agent so as to be ***actually received*** by the Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is August 3, 2022, at 4:00 p.m., prevailing Central Time.**

6. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Ballots will *not* be counted:**

   (a) any Ballot that partially rejects and partially accepts the Plan;

   (b) Ballots sent to the Debtors, the Debtors' agents (other than the Solicitation Agent), any agent, indenture trustee or the Debtors' financial or legal advisors;

   (c) Ballots sent by electronic mail or facsimile;

   (d) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;

   (e) any Ballot submitted by a Holder not entitled to vote pursuant to the Plan;

   (f) any unsigned Ballot (for the avoidance of doubt, Ballots validly submitted through the E-Ballot Portal will be deemed signed); and/or

(g) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan.

7. The method of delivery of Ballots to the Solicitation Agent is at the election and risk of each Holder of a Non-Extending Second Lien Credit Agreement Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Solicitation Agent ***actually receives*** the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.

8. If multiple Ballots are received from the same Holder of a Class 5 Claim with respect to the same Class 5 Non-Extending Second Lien Credit Agreement Claim prior to the Voting Deadline, the latest, timely received and properly completed Ballot will supersede and revoke any earlier received Ballots.

9. You must vote all of your Non-Extending Second Lien Credit Agreement Claims within Class 5 either to accept or reject the Plan and may ***not*** split your vote.

10. This Ballot does ***not*** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

11. **Please be sure to sign and date your Ballot**. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the ballot.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

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

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

OR BY EMAILING SGASINFO@RA.KROLL.COM

IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS ON AUGUST 3, 2022, AT 4:00 P.M., PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.

Exhibit 6

Form of Ballot for Class 6 General Unsecured Claims

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT CHAPTER 11 PLAN OF SUNGARD AS NEW HOLDINGS, LLC AND ITS DEBTOR AFFILIATES FOR HOLDERS OF CLASS 6 GENERAL UNSECURED CLAIMS

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

IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE SOLICITATION AGENT BY AUGUST 3, 2022, AT 4:00 P.M., PREVAILING CENTRAL TIME (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE FOLLOWING:

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), are soliciting votes with respect to the Plan as set forth in the *Combined Disclosure Statement and Joint Chapter 11 Plan of Sungard AS New Holdings, LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented or otherwise modified from time to time, the "Plan" or "Disclosure Statement" or "Plan and Disclosure Statement," as applicable).[2] The Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") has conditionally approved the Disclosure Statement as containing adequate information pursuant to section 1125 of title 11 of the United States Code (the "Bankruptcy Code"), by entry of an order on [●], 2022

[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 shall have the meanings ascribed to them in the Plan and Disclosure Statement or Disclosure Statement Order, as applicable.

[Docket No.[●]] (the "Disclosure Statement Order"). On [●], 2022, the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") granted an order recognizing and giving full force and effect to the Disclosure Statement Order in Canada. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Similarly, recognition of the Disclosure Statement Order by the Canadian Court does not indicate approval of the Plan by the Canadian Court.

You are receiving this ballot (this "Ballot") because you are a Holder of a General Unsecured Claim (your "General Unsecured Claim") as of June 29, 2022 (the "Voting Record Date"). Accordingly, you have a right to vote to accept or reject the Plan.

YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHOM YOU HAVE A GENERAL UNSECURED CLAIM.

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

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

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

You should review the Plan and Disclosure Statement and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your General Unsecured Claim has been placed in Class 6 under the Plan.

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

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

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

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

OR

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

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

Unique E-Ballot ID#:_____

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

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

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

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of General Unsecured Claims in the following aggregate unpaid amount (insert amount in box below):

$_____
Debtor_____

Item 2. Vote on Plan.

The Holder of the General Unsecured Claims set forth in Item 1 votes to (please check only one):

☐ **ACCEPT** (vote FOR) the Plan	☐ **REJECT** (vote AGAINST) the Plan

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

Item 3. Important information regarding the third party release provisions in the Plan (the "Third Party Releases").

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

IF YOU ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

YOU MAY ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE XII.C OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW AND (A) SUBMIT THE BALLOT BUT ABSTAIN FROM VOTING TO ACCEPT OR REJECT THE PLAN OR (B) VOTE TO REJECT THE PLAN. IF YOU (A) VOTE TO ACCEPT THE PLAN, (B) FAIL TO SUBMIT A BALLOT BY THE VOTING DEADLINE, (C) SUBMIT THE BALLOT BUT ABSTAIN FROM VOTING TO ACCEPT OR REJECT THE PLAN WITHOUT CHECKING THE BOX BELOW OR (D) VOTE TO REJECT THE PLAN WITHOUT CHECKING THE BOX BELOW, IN EACH CASE YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN.

The Holder of the Class 6 General Unsecured Claim identified in Item 1 elects to:

☐ **OPT OUT of the Third Party Release**

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

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

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

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

* * *

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

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

Item 5. Certifications.

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

(a) as of the Voting Record Date, either: (i) the Entity is the Holder of the General Unsecured Claims being voted; or (ii) the Entity is an authorized signatory for an Entity that is a Holder of the General Unsecured Claims being voted;

(b) the Entity (or in the case of an authorized signatory, the Holder) has received the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

(c) the Entity has cast the same vote with respect to all of its General Unsecured Claims; and

(d) no other Ballots with respect to the amount of the General Unsecured Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such General Unsecured Claims, then any such earlier Ballots are hereby revoked.

Name of Holder: _____
(Print or Type)

Signature: _____

Name of Signatory: _____
(If other than the Holder)

Title: _____

Address: _____

_____

_____

Telephone Number: _____

Email: _____

Date Completed: _____

IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE AUGUST 3, 2022, AT 4:00 P.M. PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of Holders of Claims or Interests with respect to the Plan. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by Bankruptcy Code section 1129(a). Please review the Plan and Disclosure Statement for more information.

3. To ensure that your Ballot is counted, you ***must*** complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**

4. **Use of Ballot**. To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.

5. Your Class 6 Ballot ***must*** be returned to the Solicitation Agent so as to be ***actually received*** by the Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is August 3, 2022, at 4:00 p.m., prevailing Central Time.**

6. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors unless otherwise ordered by the Bankruptcy Court. Additionally, **the following Ballots will *not* be counted:**

   (a) any Ballot that partially rejects and partially accepts the Plan;

   (b) Ballots sent to the Debtors, the Debtors' agents (other than the Solicitation Agent), any agent, indenture trustee or the Debtors' financial or legal advisors;

   (c) Ballots sent by electronic mail or facsimile;

   (d) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;

   (e) any Ballot submitted by a Holder not entitled to vote pursuant to the Plan;

(f) any unsigned Ballot (for the avoidance of doubt, Ballots validly submitted through the E-Ballot Portal will be deemed signed); and/or

(g) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan.

7. The method of delivery of Ballots to the Solicitation Agent is at the election and risk of each Holder of a General Unsecured Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Solicitation Agent ***actually receives*** the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.

8. If multiple Ballots are received from the same Holder of a Class 6 Claim with respect to the same Class 6 General Unsecured Claim prior to the Voting Deadline, the latest, timely received and properly completed Ballot will supersede and revoke any earlier received Ballots.

9. You must vote all of your General Unsecured Claims within Class 6 either to accept or reject the Plan and may ***not*** split your vote.

10. This Ballot does ***not*** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

11. **Please be sure to sign and date your Ballot**. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the ballot.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

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

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

OR BY EMAILING SGASINFO@RA.KROLL.COM

IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS ON AUGUST 3, 2022, AT 4:00 P.M., PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED

HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS UNLESS OTHERWISE ORDERED BY THE BANKRUPTCY COURT.

Exhibit 7

Form of Ballot for Class 7 Term Loan Deficiency Claims

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

BALLOT FOR VOTING TO ACCEPT
OR REJECT THE JOINT CHAPTER 11 PLAN
OF SUNGARD AS NEW HOLDINGS, LLC AND ITS DEBTOR
AFFILIATES FOR HOLDERS OF CLASS 7 TERM LOAN DEFICIENCY CLAIMS

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

IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE SOLICITATION AGENT BY AUGUST 3, 2022, AT 4:00 P.M., PREVAILING CENTRAL TIME (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE FOLLOWING:

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), are soliciting votes with respect to the Plan as set forth in the *Combined Disclosure Statement and Joint Chapter 11 Plan of Sungard AS New Holdings, LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented or otherwise modified from time to time, the "Plan" or "Disclosure Statement" or "Plan and Disclosure Statement," as applicable).[2] The Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") has conditionally approved the Disclosure Statement as containing adequate information pursuant to section 1125 of title 11 of the United States Code (the "Bankruptcy Code"), by entry of an order on [●], 2022

[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 shall have the meanings ascribed to them in the Plan and Disclosure Statement or Disclosure Statement Order, as applicable.

[Docket No.[●]] (the "Disclosure Statement Order"). On [●], 2022, the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") granted an order recognizing and giving full force and effect to the Disclosure Statement Order in Canada. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Similarly, recognition of the Disclosure Statement Order by the Canadian Court does not indicate approval of the Plan by the Canadian Court.

You are receiving this ballot (this "Ballot") because you are a Holder of a Term Loan Deficiency Claim (your "Term Loan Deficiency Claim") as of June 29, 2022 (the "Voting Record Date"). Accordingly, you have a right to vote to accept or reject the Plan.

YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHOM YOU HAVE A TERM LOAN DEFICIENCY CLAIM.

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

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

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

You should review the Plan and Disclosure Statement and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Term Loan Deficiency Claim has been placed in Class 7 under the Plan.

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

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

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

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

OR

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

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

Unique E-Ballot ID#:_____

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

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

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

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of Term Loan Deficiency Claims in the following aggregate unpaid amount (insert amount in box below):

$_____
Debtor_____

Item 2. Vote on Plan.

The Holder of the Term Loan Deficiency Claims set forth in Item 1 votes to (please check only one):

☐ **ACCEPT** (vote FOR) the Plan	☐ **REJECT** (vote AGAINST) the Plan

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

Item 3. Important information regarding the third party release provisions in the Plan (the "Third Party Releases").

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

IF YOU ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

YOU MAY ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE XII.C OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW AND (A) SUBMIT THE BALLOT BUT ABSTAIN FROM VOTING TO ACCEPT OR REJECT THE PLAN OR (B) VOTE TO REJECT THE PLAN. IF YOU (A) VOTE TO ACCEPT THE PLAN, (B) FAIL TO SUBMIT A BALLOT BY THE VOTING DEADLINE, (C) SUBMIT THE BALLOT BUT ABSTAIN FROM VOTING TO ACCEPT OR REJECT THE PLAN WITHOUT CHECKING THE BOX BELOW OR (D) VOTE TO REJECT THE PLAN WITHOUT CHECKING THE BOX BELOW, IN EACH CASE YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN.

The Holder of the Class 7 Term Loan Deficiency Claim identified in Item 1 elects to:

☐ **OPT OUT of the Third Party Release**

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

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

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

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

* * *

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

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

Item 5. Certifications.

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

(a) as of the Voting Record Date, either: (i) the Entity is the Holder of the Term Loan Deficiency Claims being voted; or (ii) the Entity is an authorized signatory for an Entity that is a Holder of the Term Loan Deficiency Claims being voted;

(b) the Entity (or in the case of an authorized signatory, the Holder) has received the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

(c) the Entity has cast the same vote with respect to all of its Term Loan Deficiency Claims; and

(d) no other Ballots with respect to the amount of the Term Loan Deficiency Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Term Loan Deficiency Claims, then any such earlier Ballots are hereby revoked.

Name of Holder: _____
(Print or Type)

Signature: _____

Name of Signatory: _____
(If other than the Holder)

Title: _____

Address: _____

_____

_____

Telephone Number: _____

Email: _____

Date Completed: _____

IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE AUGUST 3, 2022, AT 4:00 P.M. PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of Holders of Claims or Interests with respect to the Plan. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by Bankruptcy Code section 1129(a). Please review the Plan and Disclosure Statement for more information.

3. To ensure that your Ballot is counted, you ***must*** complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**

4. **Use of Ballot**. To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.

5. Your Class 7 Ballot ***must*** be returned to the Solicitation Agent so as to be ***actually received*** by the Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is August 3, 2022, at 4:00 p.m., prevailing Central Time.**

6. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Ballots will *not* be counted:**

   (a) any Ballot that partially rejects and partially accepts the Plan;

   (b) Ballots sent to the Debtors, the Debtors' agents (other than the Solicitation Agent), any agent, indenture trustee or the Debtors' financial or legal advisors;

   (c) Ballots sent by electronic mail or facsimile;

   (d) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;

   (e) any Ballot submitted by a Holder not entitled to vote pursuant to the Plan;

   (f) any unsigned Ballot (for the avoidance of doubt, Ballots validly submitted through the E-Ballot Portal will be deemed signed); and/or

   (g) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan.

7. The method of delivery of Ballots to the Solicitation Agent is at the election and risk of each Holder of a Term Loan Deficiency Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Solicitation Agent ***actually receives*** the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.

8. If multiple Ballots are received from the same Holder of a Class 7 Claim with respect to the same Class 7 Term Loan Deficiency Claim prior to the Voting Deadline, the latest, timely received and properly completed Ballot will supersede and revoke any earlier received Ballots.

9. You must vote all of your Term Loan Deficiency Claims within Class 7 either to accept or reject the Plan and may ***not*** split your vote.

10. This Ballot does ***not*** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

11. **Please be sure to sign and date your Ballot**. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the ballot.

PLEASE SUBMIT YOUR BALLOT PROMPTLY

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

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

OR BY EMAILING SGASINFO@RA.KROLL.COM

IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS ON AUGUST 3, 2022, AT 4:00 P.M., PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.

Exhibit 8

Presumed to Accept Notice

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

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

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

PLEASE TAKE FURTHER NOTICE THAT the Plan and Disclosure Statement, the Disclosure Statement Order and other documents and materials included in the Solicitation Package may be obtained by (a) accessing the Solicitation Agent's website at https://cases.ra.kroll.com/SungardAS/, (b) writing to the Solicitation Agent at Sungard AS Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn,

[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 shall have the meanings ascribed to them in the Plan and Disclosure Statement or the Disclosure Statement Order, as applicable.

NY 11232, (c) emailing SGASinfo@ra.kroll.com, (d) calling the Solicitation Agent's toll-free information line with respect to the Debtors at (844) 224-1140 (U.S. and Canada) or (646) 979-4408 (International) and/or (e) visiting the website maintained by the Court at https://ecf.txsb.uscourts.gov/ (PACER account required). Information is also available on the website established by the Canadian Court-appointed information officer at https://www.alvarezandmarsal.com/SungardASCanada.

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

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

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

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

Dated: [●], 2022
Houston, Texas

/s/*DRAFT*

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Third Party Release Opt-Out Form

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

IF YOU ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

YOU MAY ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE XII.C OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW AND RETURN THIS FORM TO THE DEBTORS' SOLICITATION AGENT SO THAT IT IS RECEIVED BY AUGUST 3, 2022 AT 4:00 P.M. (PREVAILING CENTRAL TIME). IF YOU FAIL TO TIMELY SUBMIT THIS FORM OR SUBMIT THE FORM WITHOUT CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN.

☐ **OPT OUT of the Third Party Release**

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

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

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

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

* * *

UNDER THE PLAN, "<u>RELEASING PARTY</u>" MEANS EACH OF THE FOLLOWING, SOLELY IN ITS CAPACITY AS SUCH: (A) THE DEBTORS AND REORGANIZED DEBTORS; (B) THE DIP FACILITY LENDERS (IN THEIR CAPACITY AS DIP

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

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

Name of Holder _____

Signature _____

Title (if applicable) _____

Name of Institution _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

Email Address _____

Date Completed _____

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

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

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

OR

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

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

Unique E-Ballot ID#:_____

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

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

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

Exhibit 9

Presumed to Reject Notice

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

NOTICE OF NON-VOTING STATUS WITH RESPECT TO IMPAIRED CLASSES PRESUMED TO REJECT THE JOINT CHAPTER 11 PLAN OF SUNGARD AS NEW HOLDINGS, LLC AND ITS DEBTOR AFFILIATES

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

PLEASE TAKE FURTHER NOTICE THAT the Plan and Disclosure Statement, Disclosure Statement Order and other documents and materials included in the Solicitation Package may be obtained by (a) accessing the Solicitation Agent's website at https://cases.ra.kroll.com/SungardAS/, (b) writing to the Solicitation Agent at Sungard AS Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn,

[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 shall have the meanings ascribed to them in the Plan and Disclosure Statement or the Disclosure Statement Order, as applicable.

NY 11232, (c) emailing SGASinfo@ra.kroll.com, (d) calling the Solicitation Agent's toll-free information line with respect to the Debtors at (844) 224-1140 (U.S. and Canada) or (646) 979-4408 (International) and/or (e) visiting the website maintained by the Court at https://ecf.txsb.uscourts.gov/ (PACER account required). Information is also available on the website established by the Canadian Court-appointed information officer at https://www.alvarezandmarsal.com/SungardASCanada.

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

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

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

Dated: [●], 2022
Houston, Texas

/s/*DRAFT*

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-and-

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Third Party Release Opt-Out Form

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

IF YOU ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XII.B OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

YOU MAY ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE XII.C OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW AND RETURN THIS FORM TO THE DEBTORS' SOLICITATION AGENT SO THAT IT IS RECEIVED BY AUGUST 3, 2022 AT 4:00 P.M. (PREVAILING CENTRAL TIME). IF YOU FAIL TO TIMELY SUBMIT THIS FORM OR SUBMIT THE FORM WITHOUT CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE XII.C OF THE PLAN.

☐ **OPT OUT of the Third Party Release**

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

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

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

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

* * *

UNDER THE PLAN, "<u>RELEASING PARTY</u>" MEANS EACH OF THE FOLLOWING, SOLELY IN ITS CAPACITY AS SUCH: (A) THE DEBTORS AND REORGANIZED DEBTORS; (B) THE DIP FACILITY LENDERS (IN THEIR CAPACITY AS DIP FACILITY LENDERS, DIRECTORS, BOARD OBSERVERS, SHAREHOLDERS, AND

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

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

Name of Holder _____

Signature _____

Title (if applicable) _____

Name of Institution _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

Email Address _____

Date Completed _____

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

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

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

OR

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

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

Unique E-Ballot ID#:_____

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

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

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

Exhibit 10(a)

Form of Notice of Assumption of Executory Contracts and Unexpired Leases

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

NOTICE OF (A) EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED BY THE DEBTORS PURSUANT TO THE PLAN, (B) CURE AMOUNTS, IF ANY, AND (C) RELATED PROCEDURES IN CONNECTION THEREWITH

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

PLEASE TAKE FURTHER NOTICE THAT the Debtors filed the *Schedule of Assumed Executory Contracts and Unexpired Leases* [Docket No. [●]] (the "Assumption Schedule") with the Court on [•], 2022, as contemplated under the Plan, which Assumption Schedule sets forth 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] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan and Disclosure Statement or the Disclosure Statement Order, as applicable.

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

PLEASE TAKE FURTHER NOTICE THAT the hearing to approve the adequacy of the Disclosure Statement and confirm the Plan (the "Combined Hearing") will commence on **August 9, 2022, at 2:00 p.m. (prevailing Central Time)**.

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

PLEASE TAKE FURTHER NOTICE THAT pursuant to the Bidding Procedures Order, on June 3, 2022, the Debtors filed and served the Assumption and Assignment Notice to notify all counterparties to Executory Contracts and Unexpired Leases that their contracts may be assumed in connection with a Sale Transaction. The Assumption and Assignment Notice set forth the Cure Costs, if any, that the Debtors believed were required to be paid to the applicable counterparty to cure any monetary defaults under each contract pursuant to Bankruptcy Code section 365. Any counterparty was permitted to object to the proposed assumption, assignment, or Cure Cost by filing an objection consistent with the procedures set forth in the Assumption and Assignment Notice. Pursuant to the Bidding Procedures Order, if a counterparty failed to timely file an objection with the Court, (a) the counterparty shall be deemed to have consented to the applicable Cure Costs set forth in the Assumption and Assignment Notice and forever shall be barred from asserting any objection with regard to such Cure Costs or any other claims related to the applicable contract, and (b) the applicable Cure Costs set forth in the Assumption and Assignment Notice shall be controlling and will be the only amount necessary to cure outstanding defaults under the applicable contracts pursuant Bankruptcy Code section 365(b), notwithstanding anything to the contrary in any such contract, or any other document.

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

PLEASE TAKE FURTHER NOTICE THAT Bankruptcy Code section 365(b)(1) requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption. Accordingly, the Debtors have identified such amounts on **Schedule I** attached hereto, which amounts were previously established in connection with the Bidding Procedures Order. Please note that if no

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

amount is stated for a particular Executory Contract or Unexpired Lease, there is no Cure amount outstanding for such contract or lease.

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

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **August 3, 2022, at 4:00 p.m. (prevailing Central Time)** (the "Plan and Disclosure Statement Objection Deadline"); *provided*, *however*, any Cure amount that has been finally determined pursuant to the Bidding Procedures Order (including by failure of the applicable counterparty to timely object to a proposed Cure amount as set forth in the Assumption and Assignment Notice served pursuant to the Bidding Procedures Order) shall be binding on the applicable counterparty. Any objection to the Plan must: (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court and served upon the following parties on or before the Plan and Disclosure Statement Objection Deadline: (i) proposed co-counsel to the Debtors, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Philip C. Dublin (pdublin@akingump.com) and Meredith A. Lahaie (mlahaie@akingump.com); (ii) proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Attn: Matthew D. Cavenaugh (mcavenaugh@jw.com), and Jennifer F. Wertz (jwertz@jw.com); (iii) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Stephen D. Statham (stephen.statham@usdoj.gov); (iv) proposed counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 440 Louisiana Street, Suite 900, Houston, Texas 77002, Attn: Michael D. Warner (mwarner@pszjlaw.com); (v) counsel to the Term Loan DIP Lenders, Proskauer Rose LLP, One International Place, Boston, Massachusetts 02110, Attn: Charles A. Dale (cdale@proskauer.com) and David M. Hillman (dhillman@proskauer.com); and (vi) counsel to the ABL DIP Lenders, Thompson Coburn Hahn & Hessen LLP, 488 Madison Avenue, New York, New York 10022, Attn: Joshua I. Divack (jdivack@thompsoncoburn.com).

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

PLEASE TAKE FURTHER NOTICE THAT ANY COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT FAILS TO TIMELY

OBJECT TO THE PROPOSED ASSUMPTION OR CURE AMOUNT WILL BE DEEMED TO HAVE ASSENTED TO SUCH ASSUMPTION AND CURE AMOUNT.

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

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

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

Dated: [●], 2022
Houston, Texas

/s/*DRAFT*

JACKSON WALKER LLP
Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
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-and-

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Schedule I

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

Name of Debtor	Name of Counterparty	Description of Executory Contract or Unexpired Lease	Cure Amount

Exhibit 10(b)

Form of Notice of Rejection of Executory Contracts and Unexpired Leases

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

NOTICE REGARDING EXECUTORY CONTRACTS
AND UNEXPIRED LEASES TO BE REJECTED PURSUANT TO THE PLAN

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

PLEASE TAKE FURTHER NOTICE THAT the Debtors filed the *Schedule of Rejected Executory Contracts and Unexpired Leases* [Docket No. [●]] (the "Rejection Schedule") with the Court on [•], 2022, as contemplated under the Plan. The determination to reject the agreements identified on the Rejection Schedule is subject to revision.

[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 shall have the meanings ascribed to them in the Plan and Disclosure Statement or the Disclosure Statement Order, as applicable.

PLEASE TAKE FURTHER NOTICE THAT YOU ARE RECEIVING THIS NOTICE BECAUSE THE DEBTORS' RECORDS REFLECT THAT YOU ARE A PARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT WILL BE REJECTED PURSUANT TO THE PLAN. THEREFORE, YOU ARE ADVISED TO REVIEW CAREFULLY THE INFORMATION CONTAINED IN THIS NOTICE AND THE RELATED PROVISIONS OF THE PLAN.[3]

PLEASE TAKE FURTHER NOTICE that the hearing to approve the adequacy of the Disclosure Statement and confirm the Plan (the "Combined Hearing") will commence on **August 9, 2022, at 2:00 p.m. (prevailing Central Time)**.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because the Debtors' records reflect that you are a party to a contract that is listed on the Rejection Schedule. Therefore, you are advised to review carefully the information contained in this notice and the related provisions of the Plan and Disclosure Statement, including the Rejection Schedule. For the avoidance of doubt, your contract may be subject to rejection regardless of whether such contract was identified on any prior notice providing for assumption or assumption and assignment, including the Assumption and Assignment Notice filed pursuant to the Bidding Procedures Order.

PLEASE TAKE FURTHER NOTICE THAT all proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, **must be filed with the Court within thirty (30) days after the later of (a) the Effective Date or (b) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection of such executory contract or unexpired lease**. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed within such time shall be forever barred and shall not be enforceable against the Debtors, the Reorganized Debtors or the Plan Administrator (as applicable) or their respective properties or interests in property as agents, successors or assigns without the need for any objection by the Debtors or further notice to, or action, order or approval of the Court.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan (including to any rejection or assumption of an Executory Contract or Unexpired Lease or any Cure amount) is **August 3, 2022, at 4:00 p.m. (prevailing Central Time)** (the "Plan and Disclosure Statement Objection Deadline"). Any objection to the Plan must: (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court and served upon the following parties on or before the Plan and Disclosure Statement

[3] Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Rejection Schedule, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Debtor, Reorganized Debtor or Plan Administrator, as applicable, has any liability thereunder. Further, the Debtors, Reorganized Debtors or Plan Administrator, as applicable, expressly reserve the right to: (a) remove any Executory Contract or Unexpired Lease from the Rejection Schedule and assume such Executory Contract or Unexpired Lease pursuant to the terms of the Plan, up until 45 days after the Effective Date; and (b) contest any Claim asserted in connection with rejection of any Executory Contract or Unexpired Lease.

Objection Deadline: (i) proposed co-counsel to the Debtors, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Philip C. Dublin (pdublin@akingump.com) and Meredith A. Lahaie (mlahaie@akingump.com); (ii) proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Attn: Matthew D. Cavenaugh (mcavenaugh@jw.com), and Jennifer F. Wertz (jwertz@jw.com); (iii) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Stephen D. Statham (stephen.statham@usdoj.gov); (iv) proposed counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 440 Louisiana Street, Suite 900, Houston, Texas 77002, Attn: Michael D. Warner (mwarner@pszjlaw.com); (v) counsel to the Term Loan DIP Lenders, Proskauer Rose LLP, One International Place, Boston, Massachusetts 02110, Attn: Charles A. Dale (cdale@proskauer.com) and David M. Hillman (dhillman@proskauer.com); and (vi) counsel to the ABL DIP Lenders, Thompson Coburn Hahn & Hessen LLP, 488 Madison Avenue, New York, New York 10022, Attn: Joshua I. Divack (jdivack@thompsoncoburn.com).

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

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

Dated: [●], 2022
Houston, Texas

/s/*DRAFT*

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-and-

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Exhibit 11

Disputed Claim Notice

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

NON-VOTING STATUS WITH RESPECT TO DISPUTED CLAIMS

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

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because you are the Holder of a Claim that is subject to a pending objection by the Debtors. You are not entitled to vote any disputed portion of your Claim on the Plan unless one or more of the following events have taken place before **July 31, 2022** (the date that is three (3) Business Days before the Voting Deadline) (each, a "Resolution Event"):

[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 shall have the meanings ascribed to them in the Plan and Disclosure Statement or Disclosure Statement Order, as applicable.

1. an order of the Court is entered allowing such Claim pursuant to Bankruptcy Code section 502(b), after notice and a hearing;

2. an order of the Court is entered temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;

3. a stipulation or other agreement is executed between the Holder of such Claim and the Debtors temporarily allowing the Holder of such Claim to vote its Claim in an agreed upon amount; or

4. the pending objection to such Claim is voluntarily withdrawn by the objecting party.

Accordingly, this notice is being sent to you for informational purposes only.

PLEASE TAKE FURTHER NOTICE THAT the Plan and Disclosure Statement, Disclosure Statement Order and other documents and materials included in the Solicitation Package may be obtained by (i) accessing the Debtors' restructuring website at https://cases.ra.kroll.com/SungardAS/; (ii) writing to Sungard AS Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232; (iii) emailing SGASinfo@ra.kroll.com; (iv) calling the Solicitation Agent's information line with respect to the Debtors at (844) 224-1140 (U.S. and Canada) or (646) 979-4408 (International); or (v) visiting the website maintained by the Court at https://ecf.txsb.uscourts.gov/ (PACER account required). Information is also available on the website established by the Canadian Court-appointed information officer at https://www.alvarezandmarsal.com/SungardASCanada.

PLEASE TAKE FURTHER NOTICE THAT if a Resolution Event occurs, then no later than two (2) Business Days thereafter, the Solicitation Agent shall distribute a ballot and a pre-addressed, postage pre-paid envelope to you, which must be returned to the Solicitation Agent no later than the Voting Deadline, which is on **August 3, 2022, at 4:00 p.m.** (prevailing Central Time).

PLEASE TAKE FURTHER NOTICE THAT if you have questions about the status of any of your Claims, you should contact the Solicitation Agent in accordance with the instructions provided above.

Dated: [●], 2022
Houston, Texas

/s/*DRAFT*

JACKSON WALKER LLP
Matthew D. Cavenaugh (TX Bar No. 24062656)
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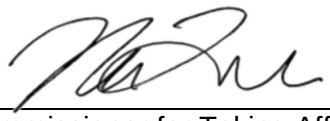
Proposed Co-Counsel to the Debtors and Debtors in Possession

This is Exhibit **"D"** referred to in the Affidavit of Michael K. Robinson sworn before me on September 9, 2022 by videoconference in accordance with O. Reg 431/20.



Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Natalie E. Levine
LSO# 64908K

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

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

AFFIDAVIT OF MICHAEL K. ROBINSON
(sworn June 23, 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 Debtors[1] (together with their direct and indirect non-Debtor subsidiaries, the "**Company**"), including Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuité des Affaires (Canada) Ltée ("**Sungard AS Canada**"). I have served in this position since May 2019. I also serve on the Board of Managers of the Company's ultimate parent Sungard AS New Holdings, LLC and the applicable governing body of each other Debtor.

[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 Continuité des Affaires (Canada) Ltée; 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.

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 all provinces and territories of Canada, pursuant to Section 49 of the CCAA, to the certain order described below that the Debtors are seeking to obtain from the United States Bankruptcy Court for the Southern District of Texas (the "**U.S. Bankruptcy Court**") at a hearing on June 29, 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 *Order (I) Conditionally Approving the Disclosure Statement; (II) Approving the Combined Hearing Notice; (III) Approving the Solicitation and Notice Procedures; (IV) Approving the Forms of Ballots and Notices; (V) Approving Certain Dates and Deadlines in Connection with the Solicitation and Confirmation of the Plan and (VI) Scheduling a Combined Hearing on (A) Final Approval of the Disclosure Statement and (B) Confirmation of the Plan,* (the "**Disclosure Statement Order**"), should it be granted by the U.S. Bankruptcy Court.

5. A copy of the Debtors' motion (the "**Disclosure Statement Motion**") including the proposed Disclosure Statement Order is attached hereto as **Exhibit "A".**

6. 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**"), the Disclosure Statement Motion or the Plan and Disclosure Statement (as defined below), as applicable.

7. 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 these 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

8. 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.

9. 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.

10. On April 12, 2022, the U.S. Bankruptcy Court entered various orders in the Chapter 11 Cases, including an order authorizing Sungard AS Canada to act as the foreign representative of itself and the other Debtors in any proceedings in Canada.

11. On April 14, 2022, the Court entered an Initial Recognition Order, among other things, (a) recognizing Sungard AS Canada as the Foreign Representative of itself and the other Debtors in respect of these 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 the Information Officer in the Canadian Proceedings.

12. On May 16, 2022, the Court granted an order recognizing and giving full force and effect in all provinces and territories of Canada to four additional orders from the U.S. Bankruptcy Court, as requested by the Foreign Representative, including an order setting bar dates for filing proofs of claim.

13. On June 2, 2022, the Court granted similar relief in respect of two more orders from the U.S. Bankruptcy Court, as further requested by the Foreign Representative, including an order approving the rejection of certain unexpired real property leases as of May 31, 2022, comprised of, among others, the lease in respect of the properties located at 7405 Trans Canada Highway, Saint-Laurent and 3950 Boulevard de la Côte-Vertu, City of Montreal.

14. On June 3, 2022, the Debtors filed with the U.S. Bankruptcy Court the Disclosure Statement Motion and the *Combined Disclosure Statement and Joint Chapter 11 Plan of Sungard AS New Holdings, LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as applicable, the "**Disclosure Statement**", "**Plan and Disclosure Statement**" or "**Plan**"). A copy of the Plan and Disclosure Statement is attached hereto as **Exhibit "B"**.

15. As described in detail below, to streamline the process, the Debtors have requested that the U.S. Bankruptcy Court permit them to include the Plan and Disclosure Statement in one document. On June 29, 2022 the Debtors intend to seek conditional approval of the Disclosure Statement and approval of the solicitation documents and the establishment of a timeline for Plan confirmation in order to begin the solicitation process. If the Disclosure Statement Order is entered, I understand that a copy will be provided to this Court and the service list in these Canadian Proceedings (the "**Canadian Service List**") as soon as possible. If the proposed schedule is approved, the U.S. Bankruptcy Court will consider the disclosures contained therein on a final basis at a hearing on August 9, 2022.

16. The Plan and Disclosure Statement is intended to provide stakeholders with adequate information to make an informed judgment about the Plan and determine whether to vote to accept the Plan. Among other things, the Plan and Disclosure Statement contains a description of the various classes eligible to vote and their treatment under the Plan, the Debtors' operations, and the Chapter 11 Cases.

B. The Company and Sungard AS Canada

17. 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. As of the Petition Date, the Debtors employed approximately 585 individuals in the United States and Canada, operated 52 facilities (comprising 24 data centers and 28 work area recovery centers) and provided 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.

18. 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.

II. PLAN AND DISCLOSURE STATEMENT[2]

A. Background

19. On April 11, 2022, shortly before commencing the Chapter 11 Cases, the Debtors entered into a Restructuring Support Agreement with holders of more than 80% of the First Lien Credit Agreement Claims and holders of more than 80% of the Second Lien Credit Agreement Claims.

20. The Restructuring Support Agreement provides for, among other things, a comprehensive but flexible path forward pursuant to which the Debtors are simultaneously pursuing two potential restructuring paths with the support of the Consenting Stakeholders, being the holders of the First Lien Credit Agreement Claims, Second Lien Credit Agreement Claims and the Term Loan DIP Lenders that are signatories to the Restructuring Support Agreement:

(a) a Sale Scenario, in connection with which the Debtors are currently seeking to sell all, substantially all or one or more groups of their assets through one or more Third Party Sales, or alternatively, through a Credit Bid Sale (i.e. a sale of substantially all of the assets of the Debtors to a purchaser organized and formed by the Consenting Stakeholders to make such acquisition); and/or

[2] Capitalized terms used in the following sections and not otherwise defined have the meaning set out in the Disclosure Statement Motion or the Plan and Disclosure Statement.

(b) an Equitization Scenario, in connection with which the Debtors would seek confirmation of a chapter 11 plan providing for the equitization of outstanding funded debt.

21. Both the Sale Scenario and the Equitization Scenario contemplate the confirmation and implementation of a chapter 11 plan to complete the Chapter 11 Cases. Accordingly, to ensure an expeditious and efficient process, the Debtors' proposed Plan provides for alternative treatment options in respect of the Debtors' funded indebtedness to accommodate the different outcomes that may result from these restructuring transactions. The Plan is further described below; however, detailed treatment of creditors including the alternative treatment options for the Debtors' funded indebtedness is set out in Article VII of the Plan and summarized at paragraph 11 of the Disclosure Statement Motion.[3]

22. The Plan was developed in consultation with, among others, the Committee[4] and the Required Consenting Stakeholders. The Information Officer was also provided with an opportunity to review and consider the Plan, both before and after it was filed with the U.S. Bankruptcy Court.

B. Plan Overview

23. The Plan provides for payment in full in cash for ABL DIP Facility Claims (or another treatment acceptable to the Required ABL DIP Lenders). The Plan also provides for the Holders of Term Loan DIP Facility Claims, First Lien Credit Agreement Claims, Second Lien Credit Agreement Claims and Non-Extending Second Lien Credit Agreement Claims to receive, to the extent applicable and depending on the results of the Sale Process:

(a) the Third Party Sale Consideration;

[3] The description provided herein is a summary only, and in the event of a conflict between the summary herein and the Plan, the Plan shall govern.

[4] "Committee" means the official committee of unsecured creditors appointed in the Chapter 11 Cases on April 25, 2022 by the U.S. Trustee, as may be reconstituted from time to time.

(b) the Credit Bid Sale Consideration;

(c) reorganized equity and take-back debt in the Reorganized Debtors;[5] and/or

(d) cash or the proceeds of any assets not included in the foregoing.

24. As set out in detail in the Plan, distributions on account of Second Lien Credit Agreement Claims and Non-Extending Second Lien Credit Agreement Claims will be made in accordance with an allocation schedule which will address the value attributed to the respective obligors under the applicable agreements.

25. With respect to unsecured creditors, the Plan incorporates the terms of the Global Settlement that was negotiated by the Debtors, the Committee and the Required Consenting Stakeholders in resolution of the Committee's disputes relating to entry of the Final DIP Order. The Global Settlement provides for Holders of General Unsecured Claims to receive, among other things, their pro rata share of (i) a GUC Recovery Pool in the amount of US$1.375 million, plus an amount equal to 50% of any unused funds authorized under the Critical Vendor Order[6] up to a cap of US$1 million, plus (ii) if applicable, 3.5% of each dollar realized from one or more Third Party Sales where the cash proceeds collectively exceed US$425 million.

C. Creditor Classes

26. There are eleven Classes of Claims and Interests under the Plan, as summarized in the table below.[7] Where a Class is unimpaired, it is presumed to accept the Plan and is therefore not eligible to vote and will not be solicited to vote. Unimpaired Claims will be paid in full, in cash,

[5] "**Reorganized Debtors**" means, in the Equitization Scenario, the applicable Debtors in which the Required Consenting Stakeholders elect to acquire equity, as reorganized pursuant to and under the Plan, or any successor thereto, by merger, amalgamation, consolidation, or otherwise, on or after the Effective Date in accordance with the Restructuring Transactions.

[6] "**Critical Vendor Order"** means the *Order (I) Authorizing the Debtors to Pay Certain Critical Vendors, (II) Confirming Administrative Expense Priority of Outstanding Purchase Orders and (III) Granting Related Relief*, which was recognized and given full force in Canada pursuant to the Supplemental Order.

[7] A full description of the treatment of each class of creditors is set out in Article VII of the Plan.

except to the extent the holders of such claims agree to less favourable treatment. Because the Plan has been proposed as a separate Plan for each Debtor, where there are no Claims or Interests in a Class at a particular Debtor, the vacant Classes will be eliminated for voting purposes.

Class	**Claims or Interests**	**Class Description**[8]	**Status**	**Voting Rights**
1	Other Secured Claims	Any secured claim other than under the ABL Facility, First Lien Credit Agreement, Second Lien Credit Agreement or DIP Facilities	Unimpaired	Presumed to Accept
2	Other Priority Claims	Any Claim other than an Administrative Claim or Priority Tax Claim entitled to a priority right of payment under section 507(a) of the Bankruptcy Code	Unimpaired	Presumed to Accept
3	First Lien Credit Agreement Claims	Any Claim arising under or secured by the First Lien Credit Agreement	Impaired	Entitled to Vote
4	Second Lien Credit Agreement Claims	Any Claim arising under or secured by the Second Lien Credit Agreement	Impaired	Entitled to Vote
5	Non-Extending Second Lien Credit Agreement Claims	Any Claim arising under or secured by the Non-Extending Second Lien Credit Agreement	Impaired	Entitled to Vote
6	General Unsecured Claims	Any prepetition, general unsecured claim, except for any deficiency claim arising from the First Lien Credit Agreement Claims or Second Lien Credit Agreement Claims	Impaired	Entitled to Vote
7	Term Loan Deficiency Claims	Deficiency Claims related to the Term Loan DIP Facility Claims and Credit Agreement Claims to the extent that the Allowed amount of such Claim exceeds the value of the collateral securing such Claims	Impaired	Entitled to Vote
8	Section 510(b) Claims	Any Claim arising from recission of a purchase or sale of a Security of the Debtor or its affiliates, for	Impaired	Deemed to Reject

[8] The descriptions in this chart are for summary purposes only. For complete descriptions, please refer to the Plan.

Class	Claims or Interests	Class Description[8]	Status	Voting Rights
		damages arising from the purchase or sale of such a Security or for reimbursement or contribution allowed under section 502 of the Bankruptcy Code, except claims subject to subordination under section 510(b) of the Bankruptcy Code arising from or related to an Interest		
9	Intercompany Claims	Any Claim held by a Debtor against another Debtor or an Affiliate of a Debtor or any Claim held by an Affiliate of a Debtor against a Debtor	Unimpaired/ Impaired	Presumed to Accept/ Deemed to Reject
10	Intercompany Interests	Interests in a Debtor other than Interests in Sungard AS	Unimpaired/ Impaired	Presumed to Accept/ Deemed to Reject
11	Existing Equity Interests	Equity Interests in Sungard AS	Impaired	Deemed to Reject

27. Although the Plan and Disclosure Statement will contain an estimated recovery for each Class of Claims or Interests, the Debtors have not yet finalized either the estimated Claims or the distributions available to each Class as such amounts will ultimately be determined by the result of the Sale Process.

28. Additionally, in accordance with the Bankruptcy Code, Administrative Claims, DIP Facility Claims, Professional Fee Claims, and Priority Tax Claims have not been classified and will be unimpaired under the Plan except as otherwise agreed to by the holder of such Claims. Holders of these unclassified Claims are not entitled to vote on the Plan and will not be solicited to vote on the Plan.

29. The Debtors believe that the proposed classification is appropriate in the circumstances.

D. Releases

30. Consistent with the U.S. Bankruptcy Code, the Plan contains broad releases of the Debtors and certain Third Parties. The release provisions are detailed in the Plan and Disclosure Statement and referenced in the solicitation materials (described below). Importantly, the Plan provides that voting and non-voting parties may opt-out of the release by checking a box on the form distributed by the Debtors. I understand that the U.S. Bankruptcy Court will consider the release provisions in connection with the Combined Hearing (as defined below).

E. The Plan and its Impact on Canadian Creditors

31. The Plan does not differentiate between US-based and Canadian-based creditors. While substantially all of the Debtors' secured debt is secured against the assets in Canada, the Global Settlement negotiated by the Committee applies equally to Canadian-based unsecured creditors and will ensure that Canadian-based unsecured creditors share in the funds set aside for Holders of General Unsecured Claims under the Plan consistent with all other unsecured creditors.

32. It is a condition precedent to the Effective Date of the Plan that this Court (a) enter an order recognizing the order of the U.S. Bankruptcy Court confirming the Plan and giving such order full force and effect in Canada and (b) in the Sale Scenario, if applicable, enter an order recognizing and giving full force and effect to the order of the U.S. Bankruptcy Court approving the applicable Sale Transaction.

III. RECOGNITION OF THE DISCLOSURE STATEMENT ORDER

33. The form of Disclosure Statement Order requested by the Debtors will, if granted contain the following relief:

(a) *Disclosure Statement.* Conditional approval of the adequacy of the information provided in the Plan and Disclosure Statement;

(b) *Combined Hearing Notice*. Approval of the Combined Hearing Notice in respect of the combined hearing on the adequacy of the Disclosure Statement and Confirmation of the Plan (the "**Combined Hearing**");

(c) *Solicitation Procedures*. Approval of the Solicitation Procedures for providing notice and soliciting votes to accept or reject the Plan;

(d) *Solicitation Packages*. A finding that that the Solicitation Packages to be sent to the Holders of Claims entitled to vote on the Plan are in compliance with Bankruptcy Rules 3017(d) and 2002(b);

(e) *Ballots*. Approval of the forms of Ballots voting to accept or reject the Plan;

(f) *Other Notices*. Approval of the forms of (i) Presumed to Accept Notice, (ii) Presumed to Reject Notice, (iii) Assumption Notice and Rejection Notice applicable to counterparties to Executory Contracts and Unexpired Leases and (iv) Disputed Claims Notice; and

(g) *Confirmation Dates*. Establishing the following dates and deadlines with respect to the Plan Confirmation Schedule, subject to modification as necessary (the "**Plan Confirmation Schedule**"):

Event	**Date**
Voting Record Date	June 29, 2022
Solicitation Deadline	Three Business Days after entry of the Disclosure Statement Order or as soon as reasonably practicable thereafter.
Plan Supplement Date	July 27, 2022
Voting Deadline	August 3, 2022 at 4:00 p.m. (prevailing Central Time)

Plan and Disclosure Statement Objection Deadline (including objections to assumption and assignment)	August 3, 2022 at 4:00 p.m. (prevailing Central Time)
Deadline to File Voting Report	August 8, 2022
Combined Hearing on Disclosure Statement and Plan	August 9, 2022

A. Disclosure Statement

34. The Debtors believe that the Disclosure Statement contains adequate information in sufficient detail to permit voting creditors to make an informed decision about the Plan, including information regarding (a) the Debtors' corporate history, business operations and prepetition capital structure, (b) events leading to the commencement of the Chapter 11 Cases, (c) material events in the Chapter 11 Cases and (d) the structure and terms of the Plan and distribution procedures.

35. The U.S. Bankruptcy Court will have a further opportunity to review the proposed disclosures at the Combined Hearing.

B. Notice of the Combined Hearing

36. I understand that the Bankruptcy Code provides express authorization for the U.S. Bankruptcy Court to combine the hearing on approval of a disclosure statement and confirmation of a plan in circumstances where the court is of the view that it is appropriate to ensure efficiency. In the circumstances, an expeditious confirmation process and a single hearing on the Plan and Disclosure Statement are appropriate to reduce costs for the Debtors and maximize distributions available for creditors.

37. The Debtors' process for notice of the Combined Hearing to consider the adequacy of the Disclosure Statement and Confirmation of the Plan includes serving copies of the Combined Hearing Notice to all parties required to be notified under Bankruptcy Rule 2002, Bankruptcy Local Rule 2002-1 and Bankruptcy Local Rule 3016-2, including (a) the Committee, (b) parties who filed proofs of claim in the Chapter 11 Cases, (c) all holders of Equity Interests in the Debtors, (d) the United States Trustee and (e) the Securities and Exchange Commission. The Debtors have added the parties on the Canadian Service List to the above notice list to ensure that all parties have sufficient notice of the Chapter 11 Cases.

38. The Debtors also intend to publish the Combined Hearing Notice as soon as reasonably practicable in the national edition of *The New York Times* and any such other local publication the Debtors deem appropriate to provide notice to any unknown creditors of the Debtors.

39. In addition, copies of the Combined Hearing Notice and the Plan and Disclosure Statement will be available on the Debtors' claims and noticing agent's website at https://cases.ra.kroll.com/sungardas/.

40. I am advised by Natalie Levine of Cassels Brock & Blackwell LLP, Canadian counsel to the Foreign Representative, that the notice procedures employed by the Debtors are similar to noticing procedures commonly employed in Canada.

C. Solicitation Procedures

41. I believe that the Solicitation Procedures will allow the Debtors to effectively solicit votes to accept or reject the Plan. In addition, the Solicitation Procedures provide all Holders of Claims with adequate notice of the solicitation process and the relevant dates set forth in the Plan Confirmation Schedule. This facilitates a fair and equitable process to solicit votes on the Plan and will provide a path to confirmation and the Debtors' emergence from insolvency proceedings.

42. The Solicitation Procedures are outlined in Exhibit 2 of the Disclosure Statement Order and summarized here:

(a) Voting Record Date: June 29, 2022

(b) Voting Deadline: August 3, 2022 at 4:00 p.m. (prevailing Central Time)

(c) Solicitation Packages: Solicitation Packages are to be distributed to parties entitled to vote on the Plan and other interested parties. The Solicitation Procedures provide that the Plan and Disclosure Statement and the Disclosure Statement Order may be provided by providing a link to the Debtors' case website, but that all other materials will be provided in paper copy. The Solicitation Package consists of:

(i) a copy of the Plan and Disclosure Statement, as conditionally approved by the Court;

(ii) the Disclosure Statement Order (without exhibits);

(iii) the Solicitation Procedures;

(iv) the Combined Hearing Notice;

(v) the forms of ballot for each applicable voting class with a return envelope for completed ballots; and

(vi) any supplemental materials the Debtors may file with the U.S. Bankruptcy Court or that the U.S. Bankruptcy Court orders to be made available.

43. The Debtors do not intend to serve the Plan Supplement (which will contain additional information about the Plan), but the Plan Supplement will be filed by July 27, 2022 and will be available both on the Solicitation Agent's website and upon request.

44. The Solicitation Procedures set out a process for holders of disputed claims to seek to resolve their claims for voting purposes in advance of the Voting Deadline. Generally,

(a) if a claim is subject to a "reduce and allow" objection filed at least 7 days before the Voting Deadline, the claimant may vote in the reduced amount of the claim;

(b) if the claim is subject to an objection other than a "reduce and allow" objection filed at least 7 days before the Voting Deadline, the creditor will receive a Disputed Claim Notice and will not be entitled to vote unless the Court orders otherwise; and

(c) if a claim is subject to an objection other than a "reduce and allow" objection filed less than 7 days prior to the voting deadline, the creditor shall be permitted to vote in the full amount of the claim, unless the U.S. Bankruptcy Court orders otherwise.

45. Holders of Claims in unimpaired Classes and Classes deemed to reject will receive notice of their non-voting status in accordance with the requirements of the U.S. Bankruptcy Code.

46. The Solicitation Procedures also detail how Claims that are not subject to objection will be valued for voting purposes and how votes will be counted.

47. The Debtors are requesting that the Solicitation Agent be authorized to accept ballots through the Solicitation Agent's electronic portal, first class mail, or hand delivery. Ballots may not be returned by email, fax or other electronic means.

D. Assumption Notices

48. Article IX of the Plan and Disclosure Statement provides that on the Effective Date, except as otherwise provided in the Plan, each Executory Contract and Unexpired Lease not previously rejected, assumed or assumed and assigned, shall be deemed, in the Equitization Scenario, to be assumed and, in any non-Equitization Scenario, rejected, without the need for any further notice to or action, order or approval of the Bankruptcy Court, as of the Effective Date, unless

such Executory Contract or Unexpired Lease (a) was previously assumed, assumed and assigned or rejected (including in connection with any Sale Transaction); (b) was previously expired or terminated pursuant to its own terms; (c) is the subject of a motion to assume or assume and assign filed on or before the Confirmation Date or (d) is designated specifically, or by category, as an Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases or the Schedule of Assumed Executory Contracts and Unexpired Leases, as applicable.

49. To ensure that counterparties to Executory Contracts and Unexpired Leases receive notice of assumption or rejection of their Executory Contract or Unexpired Lease (and any corresponding Cure amount) pursuant to the Plan, the Debtors will mail an Assumption Notice or a Rejection Notice, as appropriate, on or before July 28, 2022.

50. Pursuant to the Bidding Procedures Order, on June 3, 2022, the Debtors filed and served the Assumption and Assignment Notice to notify all counterparties to Executory Contracts and Unexpired Leases that their contracts may be assumed in connection with a Sale Transaction. On June 14, 2022, the Debtors filed a supplemental Assumption and Assignment Notice, providing additional information regarding the Debtor's proposed cure amounts to cure all monetary defaults under the Executory Contracts or Unexpired Leases (the "**Cure Costs**"). The Assumption and Assignment Notice set forth the Cure Costs, if any, that the Debtors believed were required to be paid to the applicable counterparty to cure any monetary defaults under each contract pursuant to the Bankruptcy Code section 365. Any counterparty was permitted to object to the proposed assumption, assignment, or Cure Cost by filing an objection consistent with the procedures set forth in the Assumption and Assignment Notice. Pursuant to the Bidding Procedures Order, if a counterparty failed to timely file an objection with the Court, (a) the counterparty shall be deemed to have consented to the applicable Cure Costs set forth in the Assumption and Assignment Notice and forever shall be barred from asserting any objection with

regard to such Cure Costs or any other claims related to the applicable contract, and (b) the applicable Cure Costs set forth in the Assumption and Assignment Notice shall be controlling and will be the only amount necessary to cure outstanding defaults under the applicable contracts pursuant Bankruptcy Code section 365(b), notwithstanding anything to the contrary in any such contract, or any other document.

51. June 21, 2022 was the deadline for counterparties, whose claims were determined pursuant to the Bidding Procedures Order (including by failure of an applicable counterparty to timely object to a proposed Cure Cost provided in the Assumption and Assignment Notice, pursuant to the Bidding Procedures Order) to object to an Executory Contract or Unexpired Lease to a proposed assumption and assignment. As of the date of this affidavit, approximately 26 formal objections to the Assumption and Assignment Notice have been received in addition to informal requests for revision to the Assumption and Assignment Notice.

52. The Debtors intend to file the Schedule of Assumed Contracts and Unexpired Leases as part of the Plan Supplement to the extent that the Debtors determine the such contracts shall be assumed or assumed and assigned in connection with the Plan. The Cure Costs with respect to any contract set forth on the Schedule of Assumed Contracts and Unexpired Leases, shall be the amount previously established pursuant to the Bidding Procedures Order and counterparties shall not have an additional opportunity to object or otherwise contest the assumption, assignment, or claim. Any objections to assumption and assignment, and any objections to Cure Costs not previously determined, must be filed by August 3, 2022.

IV. CONCLUSION

53. I believe the relief sought on this motion is in the best interests of the Debtors and Sungard AS Canada and is a critical element in the Debtors and Sungard AS Canada being able to

maximize value for the benefit of their estates and successfully emerge from insolvency proceedings.

SWORN BEFORE ME by video conference on this 23rd day of June, 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 Charlotte, 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: William Onyeaju
LSO# 81919E

Michael K. Robinson

This is Exhibit **"E"** referred to in the Affidavit of Michael K. Robinson sworn before me on September 9, 2022 by videoconference in accordance with O. Reg 431/20.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Natalie E. Levine
LSO# 64908K

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

NOTICE OF HEARINGS ON APPROVAL OF THE DISCLOSURE STATEMENT, PROPOSED SALE TRANSACTION, AND KERP MOTION

PLEASE TAKE NOTICE THAT the hearings on:

- *Debtors' Motion for Entry of an Order (I) Conditionally Approving the Disclosure Statement; (II) Approving the Combined Hearing Notice; (III) Approving the Solicitation and Notice Procedures; (IV) Approving the Forms of Ballots and Notices; (V) Approving Certain Dates and Deadlines in Connection with the Solicitation and Confirmation of the Plan and (VI) Scheduling a Combined Hearing on (A) Final Approval of the Disclosure Statement and (B) Confirmation of the Plan* [Docket No. 258], previously set for June 29, 2022 at 2:00 p.m., and

- The proposed Sale Transaction set by the *Order (I)(A)Approving Bidding Procedures for the Sale of the Debtors' Assets, (B) Scheduling and 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 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. 219] (the "Sale Hearing"), previously set for July 14, 2022, at 3:00 p.m.,

have been **reset to July 13, 2022 at 2:30 p.m. (prevailing Central Time)**. **Parties should consult the Order at Docket No. 219 for all deadlines related to the Sale Hearing.**

[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 FURTHER NOTICE THAT on June 28, 2022, the Debtors filed their *Emergency Motion for Entry of an Order (I) Approving the Debtors' Key Employee Retention Program, (II) Authorizing the Debtors to Honor and Pay Certain Compensation Obligations, and (III) Granting Related Relief* [Docket No. 421] (the "KERP Motion"). Emergency relief has been requested with respect to the KERP Motion.

PLEASE TAKE FURTHER NOTICE THAT the hearing on the KERP Motion will also take place on **July 13, 2022 at 2:30 p.m. (prevailing Central Time)**. **If you object to the relief requested in the KERP Motion or you believe that emergency consideration is not warranted, you must appear at the hearing or file a written response prior to the hearing. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.**

You may participate in the hearing either in person or by audio/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.

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.

Dated: June 29, 2022
Houston, Texas

/s/ *Matthew D. Cavenaugh*

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Certificate of Service

I certify that on June 29, 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/ *Matthew D. Cavenaugh*
Matthew D. Cavenaugh

This is Exhibit **"F"** referred to in the Affidavit of Michael K. Robinson sworn before me on September 9, 2022 by videoconference in accordance with O. Reg 431/20.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Natalie E. Levine
LSO# 64908K

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

NOTICE OF REVISED DATES FOR AUCTION, SALE HEARING AND HEARING FOR CONDITIONAL APPROVAL OF THE DISCLOSURE STATEMENT

PLEASE TAKE NOTICE OF THE FOLLOWING:

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

2. On May 11, 2022, the Court entered an order [Docket No. 219] (the "Bidding Procedures Order")[2] approving, among other things, certain Bidding Procedures attached as Exhibit 1 to the Bidding Procedures Order, which establish the key dates and times related to the Auction and the Sale. Among other dates, the Bidding Procedures Order set (a) July 7, 2022 at 12:00 p.m. (prevailing Central Time) as the Final Bid Deadline, (b) July 11, 2022 at 10:00 a.m. (prevailing Eastern Time) as the date of the Auction, (c) July 13, 2022 at 12:00 p.m. (prevailing Central Time) as the deadline for Adequate Assurance Objections and any objections to the identity of the Successful Bidder(s) and (d) July 14, 2022 at 3:00 p.m. (prevailing Central Time) as the date of the Sale Hearing.

[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 have the meanings set forth in the Bidding Procedures Order.

3. On June 3, 2022, the Debtors filed the *Debtors' Motion for Entry of an Order (I) Conditionally Approving the Disclosure Statement; (II) Approving the Combined Hearing Notice; (III) Approving the Solicitation and Notice Procedures; (IV) Approving the Forms of Ballots and Notices; (V) Approving Certain Dates and Deadlines in Connection with the Solicitation and Confirmation of the Plan and (VI) Scheduling a Combined Hearing on (A) Final Approval of the Disclosure Statement and (B) Confirmation of the Plan* [Docket No. 258] (the "Conditional Disclosure Statement Motion").

4. On June 29, 2022, the Debtors filed the *Notice of Hearings on Approval of the Disclosure Statement, the Proposed Sale Transaction, and KERP Motion* [Docket No. 424], which, among other things, rescheduled the Sale Hearing and the hearing on the Conditional Disclosure Statement Motion to July 13, 2022 at 2:30 p.m. (prevailing Central Time).

5. In accordance with the Debtors' right to modify the Bidding Procedures and the requirements set forth therein, the date of the Auction has been rescheduled to **August 1, 2022 at 10:00 a.m. (prevailing Eastern Time).**

6. The deadline for Adequate Assurance Objections and any objections to the identity of the Successful Bidder(s) will be **August 2, 2022**.

7. The Sale Hearing and the hearing on the Conditional Disclosure Statement Motion will be held on **August 3, 2022 at 10:30 a.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.

8. All objections previously filed to the proposed Sale Transactions, including Cure Objections, that have not otherwise been resolved by the parties, will be adjourned and may be heard by the Court at the Sale Hearing or at a hearing subsequent to the Sale Hearing in accordance with the Bidding Procedures.

9. Copies of the Bidding Procedures Order, the Conditional Disclosure Statement Motion 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/.

Dated: July 8, 2022
Houston, Texas

/s/ *Jennifer F. Wertz*

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Co-Counsel to the Debtors and Debtors in Possession

Certificate of Service

I certify that on July 8, 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

This is Exhibit **"G"** referred to in the Affidavit of Michael K. Robinson sworn before me on September 9, 2022 by videoconference in accordance with O. Reg 431/20.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Natalie E. Levine
LSO# 64908K

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

NOTICE OF ADJOURNMENT OF AUCTION AND SALE HEARING

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On April 11, 2022, the above-captioned debtors and debtors in possession (collectively, the "Debtors") each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq*. in the United States Bankruptcy Court for the Southern District of Texas (the "Court"). The Debtors' chapter 11 cases are being jointly administered for procedural purposes only.

2. On May 11, 2022, the Court entered an order [Docket No. 219] (the "Bidding Procedures Order") approving, among other things, certain Bidding Procedures attached as Exhibit 1 to the Bidding Procedures Order. The Bidding Procedures Order established the key dates and times related to the Auction and the Sale. Among other dates, the Bidding Procedures Order set (a) July 7, 2022 at 12:00 p.m. (prevailing Central Time) as the Final Bid Deadline, (b) July 11, 2022 at 10:00 a.m. (prevailing Eastern Time) as the date of the Auction, (c) July 13, 2022 at 12:00 p.m. (prevailing Central Time) as the deadline for Adequate Assurance Objections and any objections to the identity of the Successful Bidder(s) and (d) July 14, 2022 at 3:00 p.m. (prevailing Central Time) as the date of the Sale Hearing.

3. On July 8, 2022, in accordance with the Debtors' right to modify the Bidding Procedures and the requirements set forth therein, the Debtors filed the *Notice of Revised Dates for Auction, Sale Hearing, and Hearing for Conditional Approval of the Disclosure Statement* [Docket No. 482] (the "Prior Notice"). Among other things, the Prior Notice rescheduled (a) the date of the Auction to August 1, 2022, (b) the deadline for Adequate Assurance Objections and any

[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.

objections to the identity of the Successful Bidder(s) to August 2, 2022 and (c) the date of the Sale Hearing to August 3, 2022 at 10:30 a.m. (prevailing Central Time).

4. The Debtors hereby cancel the Auction with respect to the Debtors' colocation services, network services and workplace services assets. The Auction with respect to the Debtors' other assets is hereby adjourned to a date to be determined.

5. The deadline for Adequate Assurance Objections and any objections to the identity of the Successful Bidder(s) is hereby adjourned to a date to be determined.

6. The date of the Sale Hearing is hereby adjourned to a date to be determined.

7. All objections previously filed to the proposed Sale Transactions, including Cure Objections, that have not otherwise been resolved by the parties, will be adjourned and may be heard by the Court at the Sale Hearing or at a hearing subsequent to the Sale Hearing in accordance with the Bidding Procedures.

8. 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/.

Dated: July 29, 2022
Houston, Texas

/s/ *Matthew D. Cavenaugh*

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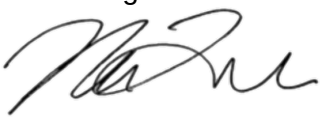
Co-Counsel to the Debtors and Debtors in Possession

Certificate of Service

I certify that on July 29, 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/ *Matthew D. Cavenaugh*
Matthew D. Cavenaugh

This is Exhibit **"H"** referred to in the Affidavit of Michael K. Robinson sworn before me on September 9, 2022 by videoconference in accordance with O. Reg 431/20.



Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Natalie E. Levine
LSO# 64908K

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)
	)	**Re Docket Nos. 135, 219, 310**

NOTICE OF (I) SUCCESSFUL BID AND SALE HEARING AND (II) HEARING ON CONDITIONAL APPROVAL OF THE DISCLOSURE STATEMENT

PLEASE TAKE NOTICE THAT:

1. On April 11, 2022, the above-captioned debtors and debtors in possession (collectively, the "Debtors") each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq*. in the United States Bankruptcy Court for the Southern District of Texas (the "Court"). The Debtors' chapter 11 cases are being jointly administered for procedural purposes only.

2. On May 11, 2022, the Court entered an order [Docket No. 219] (the "Bidding Procedures Order")[2] approving, among other things, certain Bidding Procedures attached as Exhibit 1 to the Bidding Procedures Order. The Bidding Procedures Order established the key dates and times related to the Auction and the Sale. Among other dates, the Bidding Procedures Order set (a) July 7, 2022 at 12:00 p.m. (prevailing Central Time) as the Final Bid Deadline, (b) July 11, 2022 at 10:00 a.m. (prevailing Eastern Time) as the date of the Auction, (c) July 13, 2022 at 12:00 p.m. (prevailing Central Time) as the deadline for Adequate Assurance Objections and any objections to the identity of the Successful Bidder(s) and (d) July 14, 2022 at 3:00 p.m. (prevailing Central Time) as the date of the Sale Hearing.

3. On June 3, 2022, the Debtors filed *the Debtors' Motion for Entry of an Order (I) Conditionally Approving the Disclosure Statement; (II) Approving the Combined Hearing Notice;*

[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 herein but not otherwise defined have the meanings set forth in the Bidding Procedures Order.

(III) Approving the Solicitation and Notice Procedures; (IV) Approving the Forms of Ballots and Notices; (V) Approving Certain Dates and Deadlines in Connection with the Solicitation and Confirmation of the Plan and (VI) Scheduling a Combined Hearing on (A) Final Approval of the Disclosure Statement and (B) Confirmation of the Plan [Docket No. 258] (the "Conditional Disclosure Statement Motion").

4. On July 8, 2022, in accordance with the Debtors' right to modify the Bidding Procedures and the requirements set forth therein, the Debtors filed the *Notice of Revised Dates for Auction, Sale Hearing, and Hearing for Conditional Approval of the Disclosure Statement* [Docket No. 482] (the "Sale Hearing Adjournment Notice"). Among other things, the Sale Hearing Adjournment Notice rescheduled (a) the date of the Auction to August 1, 2022, (b) the deadline for Adequate Assurance Objections and any objections to the identity of the Successful Bidder(s) to August 2, 2022 and (c) the date of the Sale Hearing and the hearing on the Conditional Disclosure Statement Motion to August 3, 2022 at 10:30 a.m. (prevailing Central Time).

5. On July 29, 2022, the Debtors filed the *Notice of Adjournment and Sale Hearing* [Docket No. 532], which, among other things, canceled the Auction for the Debtors' colocation services and network services and adjourned the Auction in respect of the Debtors' other assets.

6. In accordance with the Bidding Procedures, the Debtors, in consultation with the Consultation Parties, have determined that the offer submitted by 365 SG Operating Company LLC (the "Buyer") for the majority of the Debtors' U.S. colocation services and network services was the highest or best offer for such assets (the "Successful Bid" and the assets subject to the Successful Bid, the "Purchased Assets"). A summary of the material terms of the Successful Bid are attached hereto as **Exhibit A**. Attached hereto as **Exhibit B** is a copy of the asset purchase agreement between certain of the Debtors and the Buyer for the Purchased Assets, dated July 28, 2022 (the "Asset Purchase Agreement" and, the transactions contemplated and to be effected thereby, the "Sale Transaction").

7. A proposed form of order approving the Sale Transaction will be filed in advance of the Sale Hearing.

Auction

8. The Successful Bid was the highest and best offer for the Purchased Assets. As such, no Auction for the Purchased Assets will occur.

9. The Debtors are continuing to consider bids for assets other than the Purchased Assets. If any such bids result in one or more Qualified Bids for such assets, the Debtors may proceed with the Auction in accordance with the Bidding Procedures.

Assumption and Assignment of Contracts and Leases

10. The executory contracts and unexpired leases (the "Contracts and Leases") proposed to be assumed and assigned to the Buyer or its designee pursuant to the Asset Purchase Agreement (the "Proposed Assumed Contracts") will be identified in an Assumption and Assignment Notice for the Successful Bid to be filed no less than three business days in advance of the Sale Hearing.

11. The Debtors will serve the adequate assurance information on Counterparties to the Proposed Assumed Contracts for the Successful Bid in accordance with the Bidding Procedures Order.

12. The deadline for Adequate Assurance Objections and any objections to the identity of the Buyer will be **August 19, 2022**.

Sale Hearing and Conditional Disclosure Statement Hearing

13. The Sale Hearing and the hearing on the Conditional Disclosure Statement Motion will commence on **August 24, 2022 at 10:30 a.m. (prevailing Central Time)**.

14. At the Sale Hearing, the Debtors will seek approval of the sale of the Purchased Assets to the Buyer free and clear of liens, claims, encumbrances and other interests, seek a finding that the Buyer is a good faith purchaser under Bankruptcy Code section 363(m) and seek a waiver of Bankruptcy Rule 6004.

15. The Sale Hearing and the hearing on the Conditional Disclosure Statement Motion will be heard 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.

16. 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.

17. 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.

Dated: August 1, 2022
Houston, Texas

/s/*Matthew D. Cavenaugh*

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Co-Counsel to the Debtors and Debtors in Possession

Certificate of Service

I certify that on August 1, 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/ *Matthew D. Cavenaugh*
Matthew D. Cavenaugh

Exhibit A

Material Terms of the Successful Bid

Material Terms of the Successful Bid

The following chart contains a summary of certain material terms of the Asset Purchase Agreement, together with references to the applicable sections of the Asset Purchase Agreement. The summary set forth below does not contain all of the terms of the Asset Purchase Agreement and should not be used or relied upon as a substitute for the full terms and conditions set forth in the Asset Purchase Agreement. The summary of the Asset Purchase Agreement contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent there is any conflict between any such term and such actual terms and conditions, the actual terms and conditions shall control.

Sellers Preamble	Sungard Availability Services, L.P., a Pennsylvania limited partnership ("Sungard L.P.") and each of its Affiliates party to the Asset Purchase Agreement.[3]
Buyer and Guarantor Preamble	365 SG Operating Company LLC, a Delaware limited liability company (the "Buyer"), and 365 Operating Company LLC, a Delaware limited liability company, as guarantor.
Purchased Assets (Section 2.01)	The Purchased Assets include substantially all Assets held or used primarily in the conduct of the business of the datacenter-based provision of colocation services, network services and workplace services performed or provided by the Sellers in specified data center locations, including: (a) the real property and leases of, and other interests in, real property, in each case together with all buildings, fixtures and improvements erected thereon, for certain locations; (b) all personal property and interests, including leasehold interests therein, at certain locations; (c) certain supplies and other inventories to which the Sellers have title that are in the possession of the Sellers or any third party and used for or held for use primarily in connection with any Purchased Asset; (d) certain contracts, agreements, leases, licenses, commitments, sales and orders, of any Seller, in each case executed after the Petition Date; (e) certain executory contracts and unexpired leases of any Seller; (f) certain transferable licenses, permits or other governmental authorizations of any Seller; (g) certain accounts, notes and other receivables outstanding as of the Closing that are for services performed on or after Closing;

[3] Capitalized terms not otherwise defined in this Exhibit A have the meaning ascribed such terms in the Asset Purchase Agreement.

	(h) certain Seller Intellectual Property and all of the Sellers' rights therein; (i) copies of all books, records, files and papers relating to the Purchased Assets; (j) all goodwill associated with the Business, Purchased Assets and Assumed Liabilities; (k) all insurance proceeds, condemnation awards or other compensation in respect of loss or damage to any of the Purchased Assets to the extent occurring on or after the date hereof, and all rights and claims of the Sellers to any such insurance proceeds, condemnation awards or other compensation not paid by the Closing, but excluding any insurance proceeds used for repair of casualty to the extent occurring prior to the Closing Date; (l) to the extent transferable, certain insurance policies; (m) certain (i) mechanical and electrical generation and distribution gear, including but not limited to generators, transformers (if applicable), switchgear, cabinets, cages, cabling and cabling racks, floor and ceiling tiles, chillers, cooling towers, fuel tanks, uninterrupted power supply systems, power distribution units, air conditioning gear, ventilation and related gear, (ii) building management and access systems and infrastructure maintenance systems and records, and (iii) all network equipment, including the juniper core routers and cisco distribution switches for the core networking in specified data center locations and any ancillary locations, owned or leased by Sellers required to deliver existing network services of the Business, in each case, provided that such gear or system is owned or leased by the Sellers, that are located at, or servicing, the specified data center locations, together with certain related software with respect to such gear or systems; (n) all contracts providing for non-disclosure or confidentiality, invention and Intellectual Property assignment, and non-disparagement, non-solicitation and non-competition covenants for the benefit of any of the Sellers with current or former employees, consultants or contractors of the Sellers or with any third parties relating primarily to the Business or the Purchased Assets; and (o) all security deposits and deposits of any kind related to the Purchased Assets, excluding any utility deposits.
Purchase Price (Section 2.06)	The Buyer shall, in addition to the assumption of the Assumed Liabilities, including the assumption of the obligation to pay the applicable counterparties of the applicable Purchased Contracts the Cure Costs payable by the Buyer, pay to Sungard AS at the Closing an amount equal to $52,500,000 in cash, subject to certain adjustments.

Assumption of Liabilities (Section 2.03)	The Buyer agrees, effective at the time of the Closing, to assume the following liabilities and obligations and agrees to pay, perform and discharge, when due, in accordance with their respective terms all of the liabilities and obligations of the Sellers with respect to, arising out of or relating to the following: (a) all liabilities and obligations arising under the Purchased Contracts and the Purchased Licenses (including all Cure Costs relating to the Purchased Contracts) arising from and after the Closing; (b) all liabilities in respect of customers party to Purchased Contracts, including all customer claims against any Seller arising from and after the Closing; (c) the ownership, possession or use of the Purchased Assets and the Buyer's operation of the Business, in each case, from and after the Closing; (d) all accounts payable, accrued expenses and other trade obligations arising in the ordinary course of the Business in respect of the Purchased Assets incurred from and after the Closing, excluding Intercompany Payables; (e) all liabilities for Taxes with respect to the Purchased Assets or the operation of the Business that are incurred in, or attributable to any tax period that begins on or after the Closing Date (and Taxes for the Straddle Period not allocated to the Pre-Closing Tax Period); and (f) certain other liabilities to be scheduled.
Employees (Section 9.01)	The schedules to the Asset Purchase Agreement will set forth a list of all individuals employed by the Sellers who provide services primarily to the Business (each such individual, a "Business Employee"), including their title or position and work location, which schedule will be updated by the Sellers no later than five (5) Business Days prior to the Closing Date. After entry of the Sale Order and prior to Closing, the Buyer or one of its Affiliates shall offer at-will employment to each Business Employee, effective as of the Closing. Any Business Employee who accepts the Buyer's or its Affiliate's offer of employment and commences employment with the Buyer or such Affiliate shall be referred to as a "Transferred Employee". The employment of the Transferred Employees with the Buyer or one of its Affiliates shall be effective as of the Closing. For a period of one year following the Closing Date, the Buyer shall or shall cause one of its Affiliates to provide each Transferred Employee with: (i) the same base salary or hourly wage rate, as applicable, that applied to such Transferred Employee immediately prior to the date hereof; (ii) substantially comparable annual cash incentive opportunities as those to which similarly-situated employees of the Buyer and its Affiliates are entitled; and (iii) the same employee benefits to which similarly-situated employees of the Buyer and its Affiliates are entitled; provided, that the Buyer's obligation to provide such employee benefits shall commence on the first day of the month immediately following the month in which the Closing occurs.

Assumption and Assignment of Contracts and Leases (Section 2.05)	The Sellers shall take all actions reasonably required to assume and assign the Purchased Contracts to the Buyer, including commencing appropriate proceedings before the Bankruptcy Court, as applicable, and otherwise taking all reasonably necessary actions in order to determine the Cure Costs with respect to any Purchased Contract, including the right to negotiate in good faith and litigate, if necessary, with any Purchased Contract counterparty the Cure Costs needed to cure all monetary defaults under such Purchased Contract, in all cases, in reasonable consultation with the Buyer. If the Sellers, the Buyer, and the counterparty to a Purchased Contract are unable to reach mutual agreement regarding any dispute with respect to Cure Costs, the Sellers shall seek a hearing before the Bankruptcy Court, which hearing may be the Sale Hearing, to determine Cure Costs. Notwithstanding the foregoing, if the Bankruptcy Court allows a Cure Cost in excess of the amount listed on Schedule 2.01(e), then the Buyer shall be entitled, in its sole discretion, to either (i) re-designate the contract as an Excluded Contract (including, notwithstanding Section 2.05(f), if the Designation Deadline shall have passed), or (ii) reduce the Purchase Price by the amount such aggregate excess exceeds $500,000 (subject to a cap of $3,000,000). To the maximum extent permitted by the Bankruptcy Code and subject to the other provisions of the Asset Purchase Agreement, on the Closing Date, the Sellers shall assign to the Buyer the Purchased Contracts pursuant to Section 365 of the Bankruptcy Code and the Sale Order, subject to the provision of adequate assurance by the Buyer as may be required under Section 365 of the Bankruptcy Code and payment by the Buyer of the Cure Costs in respect of the Purchased Contracts. All Cure Costs in respect of all of the Purchased Contracts shall promptly (including following the Closing to the extent the Cure Costs are not paid at the Closing) be paid by the Buyer. To the maximum extent permitted by the Bankruptcy Code and subject to the other provisions of the Asset Purchase Agreement, the Sellers shall transfer and assign all of the Purchased Contracts to the Buyer and the Buyer shall assume all of the Purchased Contracts from the Sellers, as of the Closing Date, pursuant to Sections 363 and 365 of the Bankruptcy Code. Notwithstanding any other provision of the Asset Purchase Agreement or in any Ancillary Agreement to the contrary, the Asset Purchase Agreement shall not constitute an agreement to assign any contract or any right thereunder if an attempted assignment without the consent of a third party, which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), would constitute a breach or in any way adversely affect the rights of the Buyer or the Sellers thereunder. Notwithstanding anything in the Asset Purchase Agreement to the contrary, the Buyer may, in its sole and absolute discretion, amend or revise the schedule setting forth the Purchased Contracts in order to add any contract to, or eliminate any contract from, such schedule in each case at any time during the period commencing from the date hereof and ending on the date that is three (3) Business Days before the commencement of the Sale Hearing (the "Designation Deadline"). Automatically upon the addition of any contract to the schedule, on or prior to the Designation Deadline, such contract shall be a Purchased

	Contract for all purposes of the Asset Purchase Agreement. Automatically upon the removal of any contract from Schedule 2.01(e), on or prior to the Designation Deadline, such contract shall be an Excluded Contract for all purposes of the Asset Purchase Agreement, and no liabilities arising thereunder shall be assumed or borne by the Buyer unless such liability is otherwise specifically assumed pursuant to Section 2.03. After entry of the Sale Order by the Bankruptcy Court, the Sellers may file one or more motions with the Bankruptcy Court seeking approval under Section 365 of the Bankruptcy Code to reject any or all Excluded Contracts.
Closing Conditions (Sections 10.01, 10.02 and 10.03)	The obligations of the Buyer and the Sellers to consummate the Closing are subject to the satisfaction of the following conditions: (a) *No Orders*. No Governmental Entity shall have enacted, enforced or entered any Law and no order shall be in effect on the Closing Date that prohibits the consummation of the Closing. (b) *Sale Order*. The Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall be in full force and effect and shall not be subject to a stay pending appeal, which Sale Order shall include findings under 363(a), (f), (m), and (n), as well as a waiver of Bankruptcy Rule 6004. The obligation of the Buyer to consummate the Closing is subject to the satisfaction of the following further conditions: (a) *Covenants*. The Sellers shall have performed in all material respects all of their obligations under the Asset Purchase Agreement required to be performed by them on or prior to the Closing Date. (b) *Representations and Warranties*. The representations and warranties of the Sellers contained in the Asset Purchase Agreement (subject to certain exceptions) shall be true and correct in all respects at and as of the date hereof and at and as of the Closing Date, as if made at and as of such date (except to the extent such representations and warranties speak as of another date, in which case such representations and warranties shall be true and correct as of such other date), except where the failure of any such representations and warranties to be true and correct would not, individually or in the aggregate, reasonably be expected to be have a Material Adverse Effect. (c) *Certificate*. The Sellers shall have delivered to the Buyer a certificate duly executed by an executive officer of the Sellers certifying to the effect that certain conditions have been satisfied. (d) *Deliveries*. The Sellers shall make or cause to be made the deliveries described in the Asset Purchase Agreement.

	The obligation of the Sellers to consummate the Closing is subject to the satisfaction of the following further conditions: (a) *Covenants*. The Buyer shall have performed in all material respects all of its obligations under the Asset Purchase Agreement required to be performed by it at or prior to the Closing Date. (b) *Representations and Warranties*. The representations and warranties of the Buyer contained in the Asset Purchase Agreement shall be true and correct in all material respects at and as of the date hereof and at and as of the Closing Date, as if made at and as of such date (except to the extent such representations and warranties speak as of another date, in which case such representations and warranties shall be true and correct as of such other date) except where the failure of any such representations and warranties to be true and correct would not, individually or in the aggregate, reasonably be expected to prevent the Buyer from consummating the transactions contemplated by the Asset Purchase Agreement. (c) *Certificate*. The Buyer shall have delivered to the Sellers a certificate duly executed by an executive officer of the Buyer certifying to the effect that the conditions set forth in the Asset Purchase Agreement have been satisfied. (d) *Deliveries*. The Buyer shall make or cause to be made the deliveries described in the Asset Purchase Agreement, including payment of the Purchase Price.
Termination (Section 12.01)	The Asset Purchase Agreement may be terminated at any time prior to the Closing: (a) by mutual written agreement of the Sellers and the Buyer; (b) by either the Sellers or the Buyer, if the Closing shall not have been consummated on or before the later of (i) October 15, 2022, with either Party having the option, by written notice to the other Party or Parties, as applicable, in their sole discretion, to extend such date for a fifteen (15) day period or (ii) thirty (30) days after any notice delivered of a breach that has not been cured (the later of clause (i) and (ii), the "Outside Date"), unless the party seeking termination is in material breach of its obligations under the Asset Purchase Agreement; (c) by either the Sellers or the Buyer, if any condition set forth in Section 10.01 of the Asset Purchase Agreement is not satisfied, and such condition is incapable of being satisfied by the Outside Date; (d) by the Buyer, if the Sellers willfully and materially breach any of certain sections of the Asset Purchase Agreement and such breach is continuing in any material respect

	following the Buyer's compliance with Section 7.05 of the Asset Purchase Agreement; (e) by the Buyer or the Sellers, as applicable, if the Disclosure Schedules fail to be finalized in accordance with the Asset Purchase Agreement within thirty (30) days prior to the Closing Date; or (f) by the Sellers, if failure to perform any covenant or agreement on the part of the Buyer set forth in the Asset Purchase Agreement shall have occurred that would cause the conditions set forth in Section 10.03 of the Asset Purchase Agreement not to be satisfied, and such condition is incapable of being satisfied by the Outside Date or shall not have been cured during the fourteen (14) day period referred to in Section 7.05 of the Asset Purchase Agreement.
Effect of Termination (Section 12.02)	If the Asset Purchase Agreement is terminated as permitted therein, such termination shall be without liability of either party (or any stockholder, director, officer, employee, agent, consultant or representative of such party) to the other party to the Asset Purchase Agreement (except with respect to the Good Faith Deposit). The provisions of Sections 2.07 [Good Faith Deposit], 12.02 [Effect of Termination], 12.03 [Expenses], 13.03 [Waivers of the Guarantor], 14.04 [Governing Law], 14.05 [Jurisdiction], 14.06 [Waiver of Jury Trial] and 14.12 [Specific Performance] of the Asset Purchase Agreement shall survive any termination.

Exhibit B

Asset Purchase Agreement

CONFIDENTIAL

Execution Version

ASSET PURCHASE AGREEMENT

BY AND AMONG

SUNGARD AVAILABILITY SERVICES, L.P.,

THE OTHER SELLERS LISTED HEREIN,

365 SG OPERATING COMPANY LLC

AND

365 OPERATING COMPANY LLC

DATED AS OF JULY 28, 2022

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of July 28, 2022 (the "**Agreement**"), by and among Sungard Availability Services, L.P., a Pennsylvania limited partnership ("**Sungard L.P.**") and each of its Affiliates listed on Exhibit A to this Agreement (together with Sungard L.P., the "**Sellers**"), 365 SG Operating Company LLC, a Delaware limited liability company (the "**Buyer**"), and 365 Operating Company LLC, a Delaware limited liability company (the "**Guarantor**").

RECITALS

WHEREAS, the Sellers are engaged in the North American business of the datacenter-based provision of colocation services, network services and workplace services in respect thereof performed or provided by the Sellers in the data center locations listed on Schedule 2.01(a) (collectively, the "**Business**");

WHEREAS, the Sellers, with Sungard AS New Holdings, LLC, a Delaware limited liability company ("**Sungard AS**") and certain of its Affiliates, have sought relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (as amended, the "**Bankruptcy Code**") by filing cases (the "**Chapter 11 Cases**") in the United States Bankruptcy Court for the

Southern District of Texas, Houston Division (the "**Bankruptcy Court**") on April 11, 2022 (the "**Petition Date**");

WHEREAS, (a) the Sellers desire to sell, transfer, assign, convey and deliver to the Buyer, and the Buyer desires to purchase, acquire and accept from the Sellers, all of the Sellers' right, title and interest in and to the Purchased Assets free and clear of all Liens and claims, other than Assumed Liabilities and Permitted Liens, and (b) the Sellers desire to transfer and assign to the Buyer, and the Buyer desires to assume from the Sellers, all of the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, Sections 105, 363 and 365 of the Bankruptcy Code, all on the terms and subject to the conditions set forth in this Agreement and the Sale Order, and subject to the entry of the Sale Order; and

WHEREAS, in order to induce the Sellers to enter into the transaction, the Guarantor has agreed to guarantee the obligations of the Buyer; and

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE 1
DEFINITIONS

SECTION 1.01 *Definitions*.

(a) The following terms, as used herein, have the following meanings:

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person.

"**Ancillary Agreements**" means the Bill of Sale, Assignment and Assumption Agreement, Intellectual Property Assignment Agreements, each offer letter entered into with a Business Employee, the Transition Services Agreements, and each other agreement, document or instrument (other than this Agreement) executed and delivered by the parties hereto in connection with the consummation of the transactions contemplated by this Agreement.

"**Benefit Plan**" means any plan, program, arrangement or agreement that is a compensation, pension, profit-sharing, savings, retirement, employment, consulting, severance pay, termination, executive compensation, incentive compensation, deferred compensation, bonus, stock purchase, stock option, phantom stock or other equity-based compensation, change in control, retention, salary continuation, vacation, sick leave, disability, death benefit, group insurance, hospitalization, medical, dental, life, Code Section 125 "cafeteria" or "flexible" benefit, employee loan, educational assistance or fringe benefit plan, program, arrangement or agreement, whether written or oral, including any (i) "employee benefit plan" within the meaning of Section 3(3) of ERISA or (ii) other employee benefit plans, agreements, programs, policies, arrangements or payroll practices, whether or not subject to ERISA, in each case, (x) which is sponsored, maintained, administered or contributed to, or required to be contributed to, by the Sellers or any

ERISA Affiliate, (y) under which any current or former employee or any dependent or beneficiary thereof has any present or future right to benefits, but excluding those plans, programs, arrangements or agreements that are maintained by a Governmental Entity and (z) under which any of the Sellers has any current or potential liability.

"**Business Day**" means a day other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Law to close.

"**Closing Date**" means the date of the Closing.

"**CMS Assets**" means the assets of Sungard AS and its Affiliates used in the operation of their North American cloud and managed services business and that are not "Purchased Assets" as defined in this Agreement or Eagle Assets.

"**COBRA**" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**DIP Financing Order**" means the final order (i) authorizing the Sellers to Obtain Postpetition Financing, (ii) authorizing the Sellers to Use Cash Collateral, (iii) authorizing the Sellers 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 [Docket No. 220].

"**Eagle Assets**" means the assets of Sungard AS and its Affiliates used in the operation of their recovery services business and that are not "Purchased Assets" as defined in this Agreement or CMS Assets.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended and the rules and regulations promulgated thereunder.

"**ERISA Affiliate**" means any trade or business that is, or was at any relevant time, treated as a single employer with any Seller under Section 414 of the Code or Section 4001 of ERISA.

"**Governmental Entity**" means (i) any supranational, national, federal, state, provincial, county, municipal, local, or foreign government or any entity exercising executive, legislative, judicial, regulatory, taxing, or administrative functions of or pertaining to government, (ii) any public international governmental organization or (iii) any agency, division, bureau, department, commission, board, arbitral or other tribunal, branch or other political subdivision of any government, entity or organization described in the foregoing clause (i) or (ii) of this definition (including patent and trademark offices and self-regulatory organizations).

"**Intellectual Property**" means all intellectual property rights, including all (i) U.S. and Canadian trademarks, service marks, trade names, mask works, inventions, discoveries, developments, patents, trade secrets, copyrights and copyrightable material, (iii) technology rights, including software, (iii) know-how, ideas or any other similar type of proprietary information or

property right and (iv) all improvements, updates or modifications any of the foregoing and all applications for, and registrations of, any of the foregoing.

"**Intercompany Payables**" means any accounts payable, trade payables and other amounts payable owed to a Seller or an Affiliate thereof by or from a Seller or Affiliate thereof.

"**Intercompany Receivables**" means any accounts receivable, trade receivables and other amounts receivable owed to a Seller or an Affiliate thereof by or from a Seller or Affiliate thereof.

"**Key Employee**" means each of those individuals set forth on Schedule 1.01(b).

"**Knowledge of Sellers, Sellers' Knowledge**" or any other similar knowledge qualification in this Agreement means to the actual knowledge after due inquiry of Mike Robinson, Terrence Anderson and Jim Patterson.

"**Law**" means any law (including common law), statute, requirement, code, rule, regulation, order, ordinance, judgment or decree or other pronouncement of any Governmental Entity.

"**Lien**" means, with respect to any property or asset included in the Purchased Assets, any mortgage, deed of trust, lien (including workman, mechanics or materialman's liens), pledge, charge, security interest, option, easement, trust, restriction or encumbrance, in respect of such property or asset.

"**Material Adverse Effect**" means any change, effect, event, occurrence, circumstance, state of facts or development that, individually or in the aggregate with all other changes, effects, events, occurrences, circumstances, states of facts or developments, (i) is, or would reasonably be expected to be, materially adverse to the ability of any of the Sellers to timely consummate the transactions contemplated hereby, or (ii) has had, or would reasonably be expected to have, a material adverse effect on the condition (financial or otherwise), business, assets, liabilities or results of operations of the Business, the Purchased Assets and Assumed Liabilities, but, solely for purposes of this clause (ii), shall exclude any effect resulting or arising from: (A) the transactions contemplated hereby or by any of the Ancillary Agreements or the public announcement thereof, (B) changes or conditions generally affecting the industries in which any Seller operates to the extent that such change or condition does not disproportionately affect the Sellers as compared to other Persons or businesses that operate in the industry in which the Sellers operate, (C) changes in economic, regulatory or political conditions generally or (D) changes directly resulting from judicially approved actions in the Chapter 11 Cases.

"**Permitted Liens**" means with respect to the Purchased Assets (i) Liens for Taxes not yet due or delinquent or that are being contested in good faith by appropriate proceedings, (ii) statutory or common law liens (including statutory or common law liens of landlords) and rights of set-off of carriers, warehousemen, mechanics, repairmen, workmen, suppliers and materialmen, in each case, incurred in the ordinary course of business (A) for amounts not yet due or (B) for amounts as to which payment and enforcement is stayed under the Bankruptcy Code or pursuant to orders of the Bankruptcy Court, (iii) rights of setoff or banker's liens upon deposits of cash in favor of banks or other depositary institutions, (iv) pledges or deposits under worker's compensation,

unemployment insurance and social security Laws to the extent required by applicable Law, (v) rights of third parties pursuant to ground leases, leases, subleases, licenses, concessions or similar agreements, (vi) easements, covenants, conditions, restrictions and other matters of record or defects or imperfections of title with respect to any owned or personal property, (vii) local, county, state and federal ordinances, regulations, building codes, variances, exceptions or permits (including such ordinances, regulations, building codes, variances, exceptions or permits relating to zoning), now or hereafter in effect, relating to any leased real property, (viii) restrictions or requirements set forth in any permits relating to the Business, (ix) violations, if any, arising out of the adoption, promulgation, repeal, modification or reinterpretation of any order or Law which occurs subsequent to the date hereof, (x) Liens caused by or resulting from the acts or omissions of the Buyer or any of its Affiliates, employees, officers, directors, agents, contractors, invitees or licensees, (xi) Liens arising by operation of Law under Article 2 of any state's Uniform Commercial Code (or successor statute) in favor of a seller of goods or buyer of goods, (xii) Liens extinguished by the Sale Order, and (xiii) licenses or other grants of rights to use or obligations with respect to Intellectual Property.

"**Person**" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"**Pre-Closing Tax Period**" means any taxable period ending on or before the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period allocated to the Pre-Closing Tax Period pursuant to this Agreement.

"**Property Taxes**" means all real property Taxes, personal property Taxes and similar ad valorem obligations levied with respect to the Purchased Assets for any taxable period.

"**Sale Hearing**" means the hearing conducted by the Bankruptcy Court to consider approval of the transactions contemplated by this Agreement.

"**Seller Intellectual Property**" means (i) all Intellectual Property owned or purported to be owned by any Seller and used primarily in the Business and (ii) to the extent transferable, any Intellectual Property that is licensed or purported to be licensed to any of the Sellers and used primarily in the Business, in each case, other than Intellectual Property that is an Excluded Asset.

"**Tax**" or "**Taxes**" means (i) any federal, state, local, or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, escheat and unclaimed property, branch, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, goods and services, alternative or add-on minimum, estimated, Universal Service Fund and Telecommunications Relay Service fees and related charges, or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner (including, but not limited to, withholding on amounts paid to or by any Person), and including any interest, penalty, or addition thereto, whether disputed or not, or (ii) liability for the payment of any amounts of the type described in (i) as a result of being party to any agreement or any express or implied obligation to indemnify any other Person.

"**Tax Return**" means any and all returns, reports, declarations, elections, schedules, attachments, notices, forms, designations, filings, and statements (including estimated Tax Returns and reports, withholding Tax Returns and reports, information returns and reports, and any amendments to any such documents) filed or required to be filed in respect of the determination, assessment, collection or payment of any Taxes or in connection with the administration, implementation or enforcement of any applicable Law relating to any Taxes.

"**Taxing Authority**" means any Governmental Entity responsible for the imposition of any such Tax (domestic or foreign).

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	**Section**
Agreement	Preamble
Allocation Statement	2.06(b)
Allocation Statement Notice	2.06(b)
Assignment and Assumption Agreement	2.09(a)(ii)
Assumed Liabilities	2.03
Avoidance Actions	2.02(g)
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Bidding Procedures	7.04(b)
Bill of Sale	2.09(a)(i)
Business	Recitals
Business Employee	9.01(a)
Buyer	Preamble
Buyer Obligations	13.01
Buyer Plan	9.01(c)
Chapter 11 Cases	Recitals
Chapter 11 Contracts	2.01(e)
Closing	2.08
Cure Costs	2.05(a)
Designation Deadline	2.05(f)
Disclosure Schedules	Article 3
Escrow Agent	2.07
Excluded Assets	2.02
Excluded Contracts	2.02(c)
Excluded Liabilities	2.04
Good Faith Deposit	2.07
Guarantor	Preamble
Intellectual Property Assignment Agreements	2.09(a)(iii)
Licenses	2.01(f)
Master Services Agreement	2.09(a)(vi)
Outside Date	12.01(b)
Petition Date	Recitals
Post-Petition Contracts	2.01(d)

Purchased Assets	2.01
Purchased Contracts	2.01(e)
Purchased Licenses	2.01(f)
Purchase Price	2.06(a)
Real Property	3.12(a)
Restrictive Covenants Contracts	2.01(n)
Sale Order	7.04(a)
Sellers	Preamble
Sungard L.P.	Preamble
Sungard AS	Recitals
Sungard AS's Allocation Notice	2.06(b)
Tax Contest	8.01(b)
Transferred Employee	9.01(a)
Transfer Taxes	8.01(c)
Transition Services Agreements	2.09(a)(iv)
WARN Act	3.14(c)

ARTICLE 2
PURCHASE AND SALE

SECTION 2.01 *Purchase and Sale*. Except as otherwise provided herein, upon the terms and subject to the conditions of this Agreement, the Buyer agrees to purchase from the Sellers and each Seller agrees to sell, convey, transfer, assign and deliver, or cause to be sold, conveyed, transferred, assigned and delivered, to the Buyer at the Closing, free and clear of all Liens and claims, other than Assumed Liabilities and Permitted Liens, all of such Seller's right, title and interest in, to and under the assets, properties and businesses, of every kind, nature and description, owned, held or used (except as set forth below in this Section 2.01) primarily in the conduct of the Business by the Sellers as the same shall exist on the Closing Date, whether real, personal or mixed, whether tangible or intangible, and wherever located (the "**Purchased Assets**"), including, without limitation and notwithstanding anything herein to the contrary, all right, title and interest of the Sellers in, to and under the following Purchased Assets to the extent owned, held or used (except as set forth below in this Section 2.01) primarily in the conduct of the Business:

(a) the real property and leases of, and other interests in, real property, in each case together with all buildings, fixtures and improvements erected thereon, listed on Schedule 2.01(a);

(b) all personal property and interests, including leasehold interests, therein, as set forth on Schedule 2.01(b);

(c) all supplies and other inventories to which the Sellers have title that are in the possession of the Sellers or any third party and used for or held for use primarily in connection with any Purchased Asset, except as listed on Schedule 2.02(m);

(d) all contracts, agreements, leases, licenses, commitments, sales and orders, of any Seller, in each case executed after the Petition Date that are listed and separately identified on Schedule 2.01(e), (collectively, the "**Post-Petition Contracts**");

(e) all executory contracts and unexpired leases of any Seller that are listed and separately identified on Schedule 2.01(e), (collectively, the "**Chapter 11 Contracts**"; together with Post-Petition Contracts and the Restrictive Covenants Contracts, the "**Purchased Contracts**");

(f) all transferable licenses, permits or other governmental authorizations of any Seller that are listed and separately identified on Schedule 2.01(e), (the "**Purchased Licenses**");

(g) all accounts, notes and other receivables outstanding as of the Closing that are for services performed on or after Closing and listed and separately identified on Schedule 2.01(g) (excluding the Intercompany Receivables);

(h) all Seller Intellectual Property listed on Schedule 2.01(h) and all of the Sellers' rights therein, including all rights to sue for and recover and retain damages for present and past infringement thereof;

(i) copies of all books, records, files and papers listed on Schedule 2.02(i), whether in hard copy or electronic format, relating to the Purchased Assets;

(j) all goodwill associated with the Business, Purchased Assets and Assumed Liabilities;

(k) all insurance proceeds, condemnation awards or other compensation in respect of loss or damage to any of the Purchased Assets to the extent occurring on or after the date hereof, and all rights and claims of the Sellers to any such insurance proceeds, condemnation awards or other compensation not paid by the Closing, but excluding any insurance proceeds used for repair of casualty to the extent occurring prior to the Closing Date;

(l) to the extent transferable, the insurance policies that are set forth on Schedule 2.01(l), including any claims, credits, causes of action or rights thereunder;

(m) (i) mechanical and electrical generation and distribution gear, including but not limited to generators, transformers (if applicable), switchgear, cabinets, cages, cabling and cabling racks, floor and ceiling tiles, chillers, cooling towers, fuel tanks, uninterrupted power supply systems, power distribution units, air conditioning gear, ventilation and related gear, (ii) building management and access systems and infrastructure maintenance systems and records, and (iii) all network equipment, including the juniper core routers and cisco distribution switches for the core networking in the real property located on Schedule 2.01(a) and any ancillary locations, owned or leased by Sellers required to deliver existing network services of the Business, in each case, provided that such gear or system is owned or leased by the Sellers, that are located at, or servicing, the properties listed on Schedule 2.01(a), together with any related software with respect to such gear or systems, except as listed on Schedule 2.02(m);

(n) all contracts providing for non-disclosure or confidentiality, invention and Intellectual Property assignment, and non-disparagement, non-solicitation and non-competition covenants for the benefit of any of the Sellers with current or former employees, consultants or contractors of the Sellers or with any third parties relating primarily to the Business or the Purchased Assets (the "**Restrictive Covenants Contracts**"), including those that are listed and separately identified on Schedule 2.01(e); and

(o) all security deposits and deposits of any kind related to the Purchased Assets, excluding any utility deposits.

SECTION 2.02 *Excluded Assets*. The Buyer expressly understands and agrees that the following assets and properties of the Sellers (the "**Excluded Assets**") shall be excluded from the Purchased Assets:

(a) all of the Sellers' cash and cash equivalents on hand (including all undeposited checks) and in banks;

(b) any insurance policies not set forth on Schedule 2.01(l), including any claims, credits, causes of action or rights under any such not-listed policy;

(c) all rights and obligations under the contracts, agreements, understandings, leases, licenses, commitments, sales and purchase orders and other instruments that are listed on Schedule 2.02(c) (collectively, the "**Excluded Contracts**");

(d) all of the books, records, files and papers, whether in hard copy or electronic format are listed on Schedule 2.02(d);

(e) all rights of the Sellers arising under this Agreement, the Ancillary Agreements or the transactions contemplated hereby or thereby;

(f) any Purchased Asset sold or otherwise disposed pursuant to Section 5.01(b) prior to the Closing Date;

(g) (i) all avoidance claims or causes of action available to the Sellers under Chapter 5 of the Bankruptcy Code (including Sections 544, 545, 547, 548, 549, 550 and 553) or any similar actions under any other applicable Law (collectively, "**Avoidance Actions**") against any Person; *provided*, *however*, that it is understood and agreed by the parties that the Sellers will not pursue or cause to be pursued any Avoidance Actions and (ii) any proceeds of any settlement actually received prior to the Closing of any claims, counterclaims, rights of offset or other causes of action of any of the Sellers against any Person;

(h) all receivables, claims or causes of action to the extent that they relate to any of the Excluded Assets or Excluded Liabilities;

(i) all Intercompany Receivables;

(j) all assets set forth on Schedule 2.02(j) which, for the avoidance of doubt, will reflect all of the Sellers' and their Affiliates right, title and interest in, to and under the assets, properties and business that do not constitute "Purchased Assets" as set forth in this Agreement;

(k) all Benefit Plans and any assets, trust agreements, insurance policies, administrative services agreements and other contracts, files and records in respect thereof;

(l) all licenses, permits or other governmental authorizations that are not set forth on Schedule 2.01(e) (the "**Excluded Licenses**"); and

(m) any asset owned by the Sellers that is not a Purchased Asset including for the avoidance of doubt, any and all CMS Assets and Eagle Assets and causes of action relating to the rights under the DIP Financing Order and any commercial tort claims that do not relate to Purchased Assets, listed on Schedule 2.02(m).

SECTION 2.03 *Assumed Liabilities*. Upon the terms and subject to the conditions of this Agreement, the Buyer agrees, effective at the time of the Closing, to assume the following liabilities and obligations and agrees to pay, perform and discharge, when due, in accordance with their respective terms all of the liabilities and obligations of the Sellers with respect to, arising out of or relating to the following (the "**Assumed Liabilities**"):

(a) all liabilities and obligations arising under the Purchased Contracts and the Purchased Licenses (including all Cure Costs relating to the Purchased Contracts) arising from and after the Closing;

(b) all liabilities in respect of customers party to Purchased Contracts, including all customer claims against any Seller arising from and after the Closing;

(c) the ownership, possession or use of the Purchased Assets and the Buyer's operation of the Business, in each case, from and after the Closing;

(d) all accounts payable, accrued expenses and other trade obligations arising in the ordinary course of the Business in respect of the Purchased Assets incurred from and after the Closing, excluding Intercompany Payables;

(e) all liabilities for Taxes with respect to the Purchased Assets or the operation of the Business that are incurred in, or attributable to any tax period that begins on or after the Closing Date (and Taxes for the Straddle Period not allocated to the Pre-Closing Tax Period pursuant to Section 8.01(c); and

(f) all liabilities set forth on Schedule 2.03(f).

SECTION 2.04 *Excluded Liabilities*. Notwithstanding any provision in this Agreement, any Ancillary Agreement or any other writing to the contrary, the Buyer is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of any Seller or any Affiliate thereof of whatever nature, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, real or potential whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained by and remain obligations and

liabilities of the Sellers (all such liabilities and obligations not being assumed being herein referred to as the "**Excluded Liabilities**"). For the avoidance of doubt, except as otherwise provided in Section 8.01(c) with respect to Transfer Taxes, Excluded Liabilities shall include (i) any and all liability for Taxes (or the non-payment thereof) imposed on: (A) income of the Sellers, regardless of the taxable period to which such Taxes relate (excluding any such Taxes that are an Assumed Liability); and (B) the Purchased Assets or the operation of the Business that are incurred in, or attributable to any Pre-Closing Tax Period and (ii) any and all liabilities with respect to (A) Benefit Plans, whether arising before, at or after Closing, (B) all Business Employees who do not become Transferred Employees, whether arising before, at or after Closing, and (C) all Business Employees to the extent arising before or at the Closing.

SECTION 2.05 *Assignment of Contracts and Rights*.

(a) Schedule 2.01(e) sets forth with respect to each Purchased Contract, the Sellers' good-faith estimate of the amount required to be paid with respect to each Purchased Contract to cure all monetary defaults under such Purchased Contract to the extent required by Section 365(b) of the Bankruptcy Code and otherwise satisfy all requirements imposed by Section 365(d) of the Bankruptcy Code (the actual amount of such costs, the "**Cure Costs**"). The Buyer may identify any Purchased Contract that the Buyer no longer desires to have assigned to it in accordance with Section 2.05(f). All contracts of the Sellers that are not listed on Schedule 2.01(e) shall not be considered a Purchased Contract or Purchased Asset.

(b) Prior to the Closing, the Sellers shall take all actions reasonably required to assume and assign the Purchased Contracts to the Buyer, including commencing appropriate proceedings before the Bankruptcy Court, as applicable, and otherwise taking all reasonably necessary actions in order to determine the Cure Costs with respect to any Purchased Contract, including the right (subject to Section 5.01) to negotiate in good faith and litigate, if necessary, with any Purchased Contract counterparty the Cure Costs needed to cure all monetary defaults under such Purchased Contract, in all cases, in reasonable consultation with the Buyer. If the Sellers, the Buyer, and the counterparty to a Purchased Contract are unable to reach mutual agreement regarding any dispute with respect to Cure Costs, the Sellers shall seek a hearing before the Bankruptcy Court, which hearing may be the Sale Hearing, to determine Cure Costs. Notwithstanding the foregoing, if the Bankruptcy Court allows a Cure Cost in excess of the amount listed on Schedule 2.01(e), then the Buyer shall be entitled, in its sole discretion, to either (i) to re-designate the contract as an Excluded Contract (including, notwithstanding Section 2.05(f), if the Designation Deadline shall have passed), or (ii) reduce the Purchase Price by the amount such aggregate excess exceeds $500,000; provided that such Purchase Price reduction shall not exceed $3,000,000. The Parties shall use reasonable efforts in good faith to cooperate in regard to any negotiation with the counterparty to a Purchased Contract regarding the amount of the Cure Cost for such contract and the allowance thereof by the Bankruptcy Court including in the event that such counterparty asserts or proposes a Cure Cost amount in excess of the amount listed on Schedule 2.01(e) and (on a confidential basis) the Parties shall share with each other the relevant information underlying their respective assessments and calculations of such Cure Cost.

(c) To the maximum extent permitted by the Bankruptcy Code and subject to the other provisions of this Section 2.05, on the Closing Date, the Sellers shall assign to the Buyer the Purchased Contracts pursuant to Section 365 of the Bankruptcy Code and the Sale Order,

subject to the provision of adequate assurance by the Buyer as may be required under Section 365 of the Bankruptcy Code and payment by the Buyer of the Cure Costs in respect of the Purchased Contracts. All Cure Costs in respect of all of the Purchased Contracts shall promptly (including following the Closing to the extent the Cure Costs are not paid at the Closing) be paid by the Buyer.

(d) To the maximum extent permitted by the Bankruptcy Code and subject to the other provisions of this Section 2.05, the Sellers shall transfer and assign all of the Purchased Contracts to the Buyer and the Buyer shall assume all of the Purchased Contracts from the Sellers, as of the Closing Date, pursuant to Sections 363 and 365 of the Bankruptcy Code. Notwithstanding any other provision of this Agreement or in any Ancillary Agreement to the contrary, this Agreement shall not constitute an agreement to assign any contract or any right thereunder if an attempted assignment without the consent of a third party, which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), would constitute a breach or in any way adversely affect the rights of the Buyer or the Sellers thereunder.

(e) Notwithstanding anything in this Agreement to the contrary, to the extent that the sale, transfer, assignment, conveyance or delivery or attempted sale, transfer, assignment, conveyance or delivery to the Buyer of any asset that would be a Purchased Asset or any claim or right or any benefit arising thereunder or resulting therefrom is prohibited by any applicable Law or would require any consent from any Governmental Entity or any other third party and such consents shall not have been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), the Closing shall proceed without any reduction in Purchase Price without the sale, transfer, assignment, conveyance or delivery of such asset. In the event that any failed condition is waived and the Closing proceeds without the transfer or assignment of any such asset, then for a period of three months following the Closing, the Buyer shall use its commercially reasonable efforts at its sole expense and subject to any approval of the Bankruptcy Court that may be required, and the Sellers shall use commercially reasonable efforts to cooperate with the Buyer, to obtain such consent as promptly as practicable following the Closing. Pending the receipt of such consent, for such three-month period following the Closing, the parties shall, at the Buyer's sole expense and subject to any approval of the Bankruptcy Court that may be required, reasonably cooperate with each other to provide the Buyer with all of the benefits and burdens of use of such asset. If consent for the sale, transfer, assignment, conveyance or delivery of any such asset not sold, transferred, assigned, conveyed or delivered at the Closing is obtained, the Sellers shall promptly transfer, assign, convey and deliver such asset to the Buyer. For such three-month period following the Closing, the Sellers shall hold in trust for, and pay to the Buyer, promptly upon receipt thereof, all income, proceeds and other monies received by the Sellers derived from their use of any asset that would be a Purchased Asset in connection with the arrangements under this Section 2.05(e). The parties agree to treat any asset the benefits of which are transferred pursuant to this Section 2.05(e) as having been sold to the Buyer for Tax purposes to the extent permitted by Law.

(f) Notwithstanding anything in this Agreement to the contrary, the Buyer may, in its sole and absolute discretion, amend or revise Schedule 2.01(e) setting forth the Purchased Contracts in order to add any contract to, or eliminate any contract from, such Schedule in each case at any time during the period commencing from the date hereof and ending on the date that is three (3) Business Days before the commencement of the Sale Hearing (the "**Designation Deadline**"). Automatically upon the addition of any contract to Schedule 2.01(e), on or prior to

the Designation Deadline, such contract shall be a Purchased Contract for all purposes of this Agreement. Automatically upon the removal of any contract from Schedule 2.01(e), on or prior to the Designation Deadline, such contract shall be an Excluded Contract for all purposes of this Agreement, and no liabilities arising thereunder shall be assumed or borne by the Buyer unless such liability is otherwise specifically assumed pursuant to Section 2.03. After entry of the Sale Order by the Bankruptcy Court, the Sellers may file one or more motions with the Bankruptcy Court seeking approval under Section 365 of the Bankruptcy Code to reject any or all Excluded Contracts.

SECTION 2.06 *Purchase Price; Incremental Purchase Price; Allocation of Purchase Price*.

(a) In consideration for the Purchased Assets, the Buyer shall, in addition to the assumption of the Assumed Liabilities, including the assumption of the obligation to pay the applicable counterparties of the applicable Purchased Contracts the Cure Costs payable by the Buyer pursuant to Section 2.05, pay to Sungard AS at the Closing an amount equal to $52,500,000 in cash (the "**Purchase Price**") subject to adjustment, pursuant to Section 2.05(b)(ii), this Section 2.06(a), and Schedule 2.06(a)(i) and Schedule 2.06(a)(ii).

(i) The parties hereto agree to the prorations process and methodology set forth on Schedule 2.06(a)(i).

(ii) The parties agree the Purchase Price shall be net, whether up or down, of the adjustments set forth on Schedule 2.06(a)(ii).

(b) Within ninety (90) days after the Closing, the Buyer shall deliver to Sungard AS a proposed allocation of the Purchase Price (and other amounts treated as additional consideration for U.S. federal income Tax purposes) as of the Closing Date among the Purchased Assets determined on a Seller-by-Seller basis in a manner consistent with Section 1060 of the Code and the Treasury Regulations promulgated thereunder ("**Allocation Statement**"). If Sungard AS disagrees with the Allocation Statement, Sungard AS may, within thirty (30) days after delivery of the Allocation Statement, deliver a notice (the "**Sungard AS's Allocation Notice**") to the Buyer to such effect, specifying those items as to which Sungard AS disagrees, the basis for such disagreement, and setting forth Sungard AS's proposed allocation of the Purchase Price (and other amounts treated as additional consideration for U.S. federal income Tax purposes) and file its Tax Returns (and Tax Returns of its Affiliates) using alternative allocations of its choosing. If the Sungard AS's Allocation Notice is duly and timely delivered, Sungard AS and the Buyer shall, during the twenty (20) days immediately following such delivery, use commercially reasonable efforts to reach agreement on the disputed items or amounts in order to determine the allocation of the Purchase Price (and other amounts treated as additional consideration for U.S. federal income Tax purposes). In the event the Parties are unable to resolve any such dispute within such twenty (20) day period, neither the Buyer nor the Sellers will be bound by the Allocation Settlement, and each of the Parties may independently determine its own allocation of the Purchase Price for income Tax purposes and file its Tax Returns (and Tax Returns of its Affiliates) using alternative allocations of its choosing.

(c) The Buyer shall be entitled to deduct and withhold from the Purchase Price all Taxes that the Buyer may be required to deduct and withhold under any provision of Tax Law provided that if a Seller provides a duly executed IRS Form W-9, the Buyer shall not withhold any Taxes from any payment to such Seller. To the extent any such amount is to be so deducted and withheld by the Buyer, such amounts shall be timely paid over to, or deposited with, the relevant Governmental Entity in accordance with the applicable provisions of Tax Law. All such amounts, to the extent deducted and withheld shall be treated for all purposes of this Agreement as having been paid to the Person from whom such amount was deducted and withheld.

SECTION 2.07 *Good Faith Deposit*. On the date of this Agreement as approved by the Sale Order and subject to the terms set forth therein, the Buyer shall deposit into escrow with an escrow agent designated in writing by Sungard AS (the "**Escrow Agent**") an amount equal to $5,250,000 (such amount, the "**Good Faith Deposit**") by wire transfer of immediately available funds. On the date of the termination of this Agreement or the Closing Date, as applicable, Buyer and the Sellers shall provide joint written instructions to the Escrow Agent instructing the Escrow Agent to release the Good Faith Deposit and deliver it promptly to either (a) the Buyer or (b) Sungard AS on behalf of the Sellers as follows:

i. if the Closing shall occur, the Good Faith Deposit shall be applied toward the Purchase Price payable by the Buyer to Sungard AS;

ii. if this Agreement is terminated by the Sellers pursuant to (A) Section 12.01(b) and any of the conditions of Section 10.03 fail to be satisfied or waived or (B) Section 12.01(f), the Good Faith Deposit shall be delivered to Sungard AS; or

iii. if this Agreement is terminated other than in a manner provided by the preceding clause (ii), the Good Faith Deposit shall be returned to the Buyer promptly after termination of this Agreement.

SECTION 2.08 *Closing*. The closing (the "**Closing**") of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities hereunder shall take place at the offices of Akin, Gump, Strauss, Hauer & Feld LLP, One Bryant Park, New York, New York 10036, or in an electronic closing format, as soon as possible, but in no event later than two (2) Business Days, after satisfaction or waiver (except for such conditions that, by their nature, are to be satisfied at the Closing, but subject to the satisfaction or (if permissible) waiver thereof at the Closing) of the conditions set forth in Article 10, or at such other time, date or place (which may be virtual) as the Buyer and Sungard AS may mutually agree.

SECTION 2.09 *Deliveries at the Closing.*

(a) At the Closing, the Sellers shall deliver to the Buyer:

i. the bill of sale transferring the Purchased Assets to the Buyer substantially in the form of Exhibit B attached hereto (the "**Bill of Sale**"), duly executed by the Sellers;

ii. the assignment and assumption agreement to be entered into between the Sellers and the Buyer substantially in the form of Exhibit C attached hereto (the "**Assignment and Assumption Agreement**"), duly executed by the Sellers;

iii. assignments of the Seller Intellectual Property, substantially in the forms of Exhibit D attached hereto (the "**Intellectual Property Assignment Agreements**"), duly executed by the Sellers;

iv. the transition services agreements to be entered into between the Sellers, certain Persons that acquire the CMS Assets and the Eagle Assets (including through a plan of reorganization) and the Buyer, in a form mutually agreeable to the Buyer (to include reasonable assurances that the services provided shall continue, including following any sale of the CMS Assets or the Eagle Assets or other sale by Sellers), and the Sellers (collectively, the "**Transition Services Agreements**"), duly executed by the Sellers and such Persons;

v. lease amendments with respect to the real property listed on Schedule 2.01(a) consistent with Schedule 2.06(a)(ii);

vi. a master services agreement and colocation service order, and network services order between the Buyer or one of its Affiliates and such Person that acquires from Seller or its Affiliates the cloud and managed service business and the recovery services business previously operated by the Sellers or their Affiliates, in a form mutually agreeable to the Buyer and the Sellers (the "**Master Services Agreement**"); and

vii. an IRS Form W-9 duly executed by each such Seller.

(b) At the Closing, the Buyer shall deliver to the Sellers:

i. an amount equal to the sum of (A) the Purchase Price (including pursuant to release by the Escrow Agent of any portion of the Purchase Price from the Good Faith Deposit), *plus or minus* (B) any adjustments pursuant to Section 2.05(b)(ii) and set forth on Schedule 2.06(a), by wire transfer of immediately available funds to an account or accounts designated in writing by Sungard AS no later than three (3) Business Days prior to Closing;

ii. the Assignment and Assumption Agreement, duly executed by the Buyer;

iii. the Bill of Sale, duly executed by the Buyer;

iv. each Intellectual Property Assignment Agreement, duly executed by the Buyer;

v. the Transition Services Agreements, duly executed by the Buyer; and

vi. the Master Services Agreement, duly executed by the Buyer.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as disclosed on the disclosure schedules delivered by the Sellers to the Buyer immediately prior to the execution of this Agreement (the "**Disclosure Schedules**"), each Seller represents and warrants to the Buyer solely with respect to the Business, the Purchased Assets and the Assumed Liabilities as follows:

SECTION 3.01 *Corporate Existence and Power*. Each Seller is duly formed, validly existing and in good standing under the Laws of its jurisdiction of formation and has all powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on the Business as now conducted.

SECTION 3.02 *Corporate Authorization*. Subject to the applicable provisions of the Bankruptcy Code and the Bankruptcy Court's entry of the Sale Order, the execution, delivery and performance by the Sellers of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby are within the Sellers' powers and authorities and have been duly authorized by all necessary action on the part of each Seller. On the date which the Sale Order is entered, this Agreement and the Ancillary Agreements will constitute valid and binding agreements of the Sellers (assuming the due authorization, execution and delivery of this Agreement and the Ancillary Agreements by the Buyer).

SECTION 3.03 *Governmental Authorization*. Except as disclosed in Schedule 3.03 of the Disclosure Schedules, the execution, delivery and performance by the Sellers of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with, any Governmental Entity, agency or official other than consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court.

SECTION 3.04 *Taxes.*

(a) All income and other material Tax Returns with respect to the Business or the Purchased Assets required to be filed by the Sellers for any Pre-Closing Tax Period have been filed. Such Tax Returns are, or will be, true, complete and correct in all material respects. All material Taxes due and owing by the Sellers with respect to the Business or the Purchased Assets (whether or not shown on such Tax Return) have been timely paid.

(b) The Sellers have with respect to the Business or the Purchased Assets timely withheld, deducted, and paid all material Taxes required to have been withheld, deducted, and paid over in connection with amounts paid or owing to any employee, creditor, independent contractor, member or other third party (including any unpaid Taxes imposed as a result of the misclassification of workers as independent contractors), and complied in all material respects with all reporting, recordkeeping, information reporting, and backup withholding requirements related to such Taxes under applicable Law.

(c) Except as disclosed in Schedule 3.04(c), no material deficiencies for Taxes with respect to the Business or the Purchased Assets have been claimed, proposed or

assessed by any Taxing Authority. Except as disclosed in Schedule 3.04(c), no Seller is currently the subject of any audit or other examination of Taxes by any Taxing Authority with respect to the Business or the Purchased Assets. All deficiencies asserted, or assessments made, against any Seller in writing and with respect to the Business or the Purchased Assets as a result of any examinations by any Taxing Authority have been fully paid.

(d) There are no Liens for Taxes on any of the Purchased Assets other than Permitted Liens.

SECTION 3.05 *Noncontravention*. Subject to the Bankruptcy Court's entry of the Sale Order, the execution, delivery and performance by the Sellers of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate the organizational documents of any Seller, (b) assuming compliance with the matters referred to in Section 3.03, materially violate any applicable Law, rule, regulation, judgment, injunction, order or decree, (c) except as to matters which would not have or would not reasonably be expected to have a Material Adverse Effect, constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation or to a loss of any benefit relating to any Purchased Asset or Assumed Liability or (d) result in the creation or imposition of any Lien on any Purchased Asset, except for Permitted Liens.

SECTION 3.06 *Required Consents*. Except for consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court, for the Business or Purchased Assets and as disclosed on Schedule 3.06, there is no agreement or other instrument binding upon any Seller requiring a consent, notice or other action by any Person as a result of the execution, delivery and performance of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby, except such consents, notices or actions as would not, individually or in the aggregate, have a Material Adverse Effect if not received or taken by the Closing Date.

SECTION 3.07 *Absence of Certain Changes*. Except as disclosed in Schedule 3.07 of the Disclosure Schedules and matters arising from the Chapter 11 Cases or authorized by the Bankruptcy Court, since March 1, 2022, the Business has been conducted in the ordinary course consistent with past practices and there has not been, with respect to the Business or the Purchased Assets:

(a) any change, effect, event, occurrence, circumstance, state of facts or development which has had or would reasonably be likely to have a Material Adverse Effect;

(b) any creation or other incurrence of any Lien on any Purchased Asset other than Permitted Liens;

(c) any transaction or commitment made, or any contract or agreement entered into, by the Sellers relating to any Purchased Asset, material to such Purchased Asset, other than transactions and commitments in the ordinary course of business consistent with past practices and those contemplated by this Agreement or any Ancillary Agreement; or

(d) except as disclosed in Schedule 3.07(d), regarding the Business, any (i) employment, deferred compensation, severance or retirement agreement entered into with any officer or senior executive employed by any Seller (or any material amendment to any such existing agreement), (ii) grant of any severance or termination pay to any officer or senior executive employed by any Seller or (iii) material change in compensation or other benefits payable to any officer or senior executive employed by any Seller pursuant to any severance or retirement plans or policies thereof, in each case, other than in the ordinary course of business consistent with past practices.

SECTION 3.08 *Reserved*.

SECTION 3.09 *Material Contracts*. Except for the Purchased Contracts, Excluded Contracts or contracts disclosed in Schedule 3.09 of the Disclosure Schedules, with respect to the Business, no Seller is a party to or bound by:

(i) any lease (whether of real or personal property) providing for annual rentals of $250,000 or more that cannot be terminated on not more than sixty (60) days' notice without payment by such Seller of any material penalty;

(ii) any agreement for the purchase of materials, supplies, goods, services, equipment or other assets providing for either (A) annual payments by such Seller of $500,000 or more or (B) aggregate payments by such Seller of $100,000 or more, in each case that cannot be terminated on not more than sixty (60) days' notice without payment by the Sellers of any material penalty;

(iii) any sales, distribution or other similar agreement providing for the sale by such Seller of goods, services or other assets that provides for annual payments to such Seller of $500,000 or more;

(iv) any agreement relating to the acquisition or disposition of any material business or assets (whether by merger, sale of stock, sale of assets or otherwise);

(v) any material agreement that limits the freedom of such Seller to compete in any line of business or with any Person or in any area or to solicit or otherwise do business with any Person;

(vi) any collective bargaining agreement with a union or similar labor organization representing employees of Sellers and any defined benefit pension plan contributed to, or required to be contributed to by any Seller, under which any Seller has a current or potential liability or under which any employee or former employee of any Seller participates;

(vii) any policy of insurance covering any Seller, the Purchased Assets, the Business, the Business Employees or liability, performance or payment thereof; or

(viii) any material agreement with or for the benefit of any Affiliate of any Seller.

SECTION 3.10 *Litigation*. Except as disclosed in Schedule 3.10 of the Disclosure Schedules and other than the Chapter 11 Cases and the matters that may arise therein, as of the date hereof, there is no action, suit, investigation or proceeding pending against, or to the Knowledge of Sellers, threatened against or affecting, the Business or the Purchased Assets before any court or arbitrator or any Governmental Entity, agency or official which is reasonably likely to have a Material Adverse Effect or which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement or the Ancillary Agreements.

SECTION 3.11 *Compliance with Laws and Court Orders*. To the Knowledge of Sellers, no Seller is in material violation of any Law, rule, regulation, judgment, injunction, order or decree applicable to the Purchased Assets or the conduct of the Business.

SECTION 3.12 *Properties*.

(a) Schedule 3.12(a) of the Disclosure Schedules includes a description of all real property used or held for use primarily in the Business which any Seller leases, operates or subleases (the "**Real Property**").

(b) The Sellers have good valid leasehold interests in title to all leased Real Property or personal property, has valid leasehold interests in, all Purchased Assets.

SECTION 3.13 *Employee Benefit Plans*.

(a) Each material Benefit Plan, with respect to the Business, in effect as of the date hereof is listed on Schedule 3.13(a). With respect to each material Benefit Plan with respect to the Business, the Sellers have provided to the Buyer, a true, correct and complete copy (or, to the extent no such copy exists or the Benefit Plan is not in writing, a written description) thereof and, to the extent applicable, (i) all material documents constituting such Benefit Plan, (ii) any related trust agreements and all other material contracts currently in effect with respect to such Benefit Plan, (iii) discrimination tests for the most recent plan year, (iv) the most recent IRS determination or opinion letter, (v) the most recent IRS Form 5500 (including schedules), and (vi) the most recent financial statements.

(b) The Sellers and its ERISA Affiliates, with respect to the Business, do not maintain, contribute to, or have any obligation to maintain or contribute to, or have any direct or indirect liability, whether contingent or otherwise, with respect to, and within the last six (6) years have not maintained, contributed to or had any direct or indirect liability, whether contingent or otherwise, with respect to (i) any employee benefit plan subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code, (ii) any "multiemployer plan" (as defined in Section 4001(a)(3) or 3(37) of ERISA), (iii) any multiple employer plan (as described in Section 413(c) of the Code) or (iv) any multiple employer welfare arrangement, as defined in Section 3(40) of ERISA.

(c) No Benefit Plan related to the Business provides post-termination, post-ownership, or retiree health or welfare benefits to any Person beyond those required by COBRA

for which the covered Person pays the full premium cost of coverage or any post-employment benefits continuation required by applicable Law.

(d) To the Knowledge of Sellers, each Benefit Plan related to the Business, which is intended to be qualified under Section 401(a) of the Code, can rely on an IRS opinion letter as to its qualified status, has received a currently valid favorable determination letter, or has pending or has time remaining in which to timely file an application for such determination, from the Internal Revenue Service, and to the Knowledge of Sellers, there are no facts or circumstances that could reasonably be expected to cause the loss of such qualification. Except as disclosed in Schedule 3.13(d) of the Disclosure Schedules, each Benefit Plan has been established, maintained and administered in material compliance with its terms and with the requirements prescribed by any and all applicable Laws, statutes, orders, rules and regulations, including ERISA and the Code.

(e) With respect to each Benefit Plan related to the Business, there are no actions or other claims, audits, investigations, litigation or disputes (other than routine individual claims for benefits in the ordinary operation of the Benefit Plans) pending or, to the Knowledge of Sellers, threatened.

(f) Except as disclosed on Schedule 3.13(f) and solely as related to the Business, neither the execution of, nor the consummation of the transactions contemplated by, this Agreement, whether alone or combined with the occurrence of any other event, will, (i) entitle person employed in the operation of the Business or other individual service provider to any compensation or benefit or increase in amount thereof, (ii) accelerate the time of payment, funding or vesting of any compensation or benefit, or (iii) result in the payment or benefit that is or could be characterized as an "excess parachute payment" (within the meaning of Section 280G of the Code).

SECTION 3.14 *Labor Matters*.

(a) No Seller is a party to or bound by any collective bargaining agreement or other labor union contract applicable to their employees, no collective bargaining agreement is currently being negotiated with respect to any of the Sellers' employees, and no Seller employees are represented by a labor union. There is no pending, or to the Sellers' Knowledge, threatened, strike, work stoppage or material labor dispute concerning the Sellers' employees.

(b) (i) The Sellers are in material compliance with all applicable Laws relating to labor and employment, including, but not limited to, all Laws relating to the hiring, promotion, and termination of employees; fair employment practices; equal employment opportunities; wages and hours; labor relations; discrimination and harassment; disability; immigration; workers' compensation; and occupational safety and health, and (ii) to the Knowledge of the Sellers, each of the Sellers' employees has all work permits, immigration permits, visas or other authorizations required by Law for such employee given the duties and nature of such employee's employment.

(c) In the past three (3) years, there has been no "mass layoff" or "plant closings" (each as defined under the Worker Adjustment and Retraining Act of 1988, and any similar state, local or foreign Law, collectively the "**WARN Act**"), relocations, layoffs, furloughs,

or other employment losses that triggered or could trigger notice or otherwise implicate the WARN Act.

(d) In the past three (3) years, no written allegations of sexual or other harassment or discrimination have been made, or to the Knowledge of Sellers threatened to be made, against any current or former officer, executive, or management employee of any of the Sellers, and there have been no settlement agreements, or similar written arrangements entered into in connection with any such allegations.

SECTION 3.15 *Intellectual Property Matters.*

(a) With respect to the Seller Intellectual Property, except as disclosed in Schedule 3.15 of the Disclosure Schedules, good and valid title is held solely and exclusively by the Sellers and free and clear of any Liens. The Sellers have not received written notice that any other Person, other than a Seller, claims ownership interest in any material Seller Intellectual Property.

(b) There are no court or adjudicative order to which any of the Sellers are parties that restrict the rights of those Sellers to use any of the material Seller Intellectual Property or permit any other Person to use the material Seller Intellectual Property.

(c) To the Knowledge of Sellers, no Person is infringing upon any Seller Intellectual Property. The Sellers have not brought any action or proceeding alleging that any Person is infringing upon any Seller Intellectual Property.

(d) To the Knowledge of Sellers, none of the Seller Intellectual Property, the processes performed by the Seller Intellectual Property, and/or use of the Seller Intellectual Property materially infringe upon Intellectual Property of any other Person.

(e) The Sellers have taken commercially reasonable and customary steps to maintain their proprietary rights in the material Seller Intellectual Property, and to preserve the secrecy and confidentiality of all material Seller Intellectual Property that constitutes confidential or proprietary information, and/or trade secrets.

(f) To the Knowledge of Sellers, no product included in the material Seller Intellectual Property contains any (i) virus, trojan horse, worm, or other software routines or hardware components designed to permit unauthorized access or to disable, erase, or otherwise harm any product or (ii) any back door, time bomb, drop dead device, or other software routine designed to disable a product automatically with the passage of time or under the positive control by unauthorized Person.

SECTION 3.16 *Finders' Fees*. Except as set forth on Schedule 3.16, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Sellers with respect to the Purchased Assets who might be entitled to any fee or commission from the Sellers or any of their Affiliates upon consummation of the transactions contemplated by this Agreement or the Ancillary Agreements.

SECTION 3.17 *Outages and Security*. Except as disclosed in Schedule 3.17, from January 1, 2020 through the Closing Date, there has been no material interruption of power service or of any fiber, network or other communications service at the Business that could reasonably be expected to give any customer of Seller a right to terminate its customer contract or be entitled to any fee abatements, credits, refunds or discounted future fees from the Sellers. The Sellers have implemented reasonable administrative, technical and physical safeguards consistent with industry practice with respect to the physical security of the Business and the protection of the Business from illegal or unauthorized access or use by its personnel or third parties. To the Knowledge of Sellers, since January 1, 2020, the physical security of the Business has not been materially breached or alleged to have been materially breached due to any actual or alleged fault or failure of any Seller and no Person has gained unauthorized access to the Business or to any communications or information technology equipment included in the Business.

SECTION 3.18 *Exclusivity of Representations and Warranties*. The representations and warranties made by the Sellers in this Agreement are in lieu of and are exclusive of all other representations and warranties, including, without limitation, any implied warranties. The Sellers hereby disclaim any such other or implied representations or warranties, notwithstanding the delivery or disclosure to the Buyer or the Guarantor or their officers, directors, employees, agents or representatives of any documentation or other information (including any financial projections or other supplemental data not included in this Agreement).

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER AND GUARANTOR

The Buyer and the Guarantor represent and warrant to each Seller that:

SECTION 4.01 *Corporate Existence and Power*.

(a) The Buyer is a limited liability company duly incorporated, validly existing and in good standing under the Laws of Delaware and has all powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted.

(b) The Guarantor is a limited liability company duly organized, validly existing and in good standing under the Laws of Delaware and has all powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on its business.

SECTION 4.02 *Corporate Authorization*. The execution, delivery and performance by the Buyer and the Guarantor of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby are within the powers of the Buyer and the Guarantor and have been duly authorized by all necessary corporate action on the part of each Buyer and the Guarantor. This Agreement and the Ancillary Agreements constitutes valid and binding agreements of the Buyer and the Guarantor (assuming the due authorization, execution and delivery of this Agreement and the Ancillary Agreements by the Buyer).

SECTION 4.03 *Governmental Authorization*. The execution, delivery and performance by the Buyer and the Guarantor of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby require no material action by or in respect of, or material filing with, any Governmental Entity, agency or official.

SECTION 4.04 *Noncontravention*. The execution, delivery and performance by the Buyer and the Guarantor of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby do not and will not (i) violate the organizational documents of the Buyer or the Guarantor, (ii) assuming compliance with the matters referred to in Section 4.03, violate any applicable Law, rule, regulation, judgment, injunction, order or decree, (iii) require any consent or other action by any Person under, constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation or to a loss of any benefit to which the Buyer or the Guarantor is entitled under any provision of any agreement or other instrument binding upon the Buyer or the Guarantor or (iv) result in the creation or imposition of any material Lien on any asset of the Buyer or the Guarantor.

SECTION 4.05 *Financing*. The Buyer has, or will have prior to the Closing, sufficient funds available to deliver the Purchase Price to the Sellers and any other amounts to be paid by it hereunder and to otherwise consummate the transactions contemplated by this Agreement, including the timely satisfaction of the Assumed Liabilities.

SECTION 4.06 *Litigation*. There is no action, suit, investigation or proceeding pending against, or to the knowledge of Buyer or the Guarantor threatened against or affecting, the Buyer or the Guarantor before any court or arbitrator or any Governmental Entity, agency or official which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement or the Ancillary Agreements.

SECTION 4.07 *Finders' Fees*. There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Buyer or the Guarantor who might be entitled to any fee or commission from the Sellers or any of their Affiliates upon consummation of the transactions contemplated by this Agreement or the Ancillary Agreements.

SECTION 4.08 *Inspections; No Other Representations*. The Buyer is an informed and sophisticated buyer, and has engaged expert advisors, experienced in the evaluation and purchase of property and assets such as the Purchased Assets as contemplated hereunder. Each of the Guarantor and the Buyer has undertaken such investigation and has been provided with and has evaluated such documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement. Without limiting the generality of the foregoing, the Guarantor and the Buyer acknowledge that none of the Sellers makes any representation or warranty with respect to (i) any projections (including with respect to any balance sheet), estimates or budgets delivered to or made available to the Buyer of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Business or the future business and operations of the Business or (ii) any other information or documents made available to the Buyer or its counsel, accountants or advisors with respect to the Business, except as expressly set forth in this Agreement.

SECTION 4.09 *Not Foreign Person*. The Buyer is not a "Foreign Person" as such term is defined at 31 C.F.R § 800.224 and/or 31 C.F.R. § 802.221.

ARTICLE 5
COVENANTS OF SELLERS

SECTION 5.01 *Conduct of the Business*. Except as may be required by the Bankruptcy Code and by the Bankruptcy Court in the Chapter 11 Cases, from the date hereof until the Closing Date, the Sellers shall use commercially reasonable efforts to (a) conduct the Business in the ordinary course of business consistent with past practice over the past six (6) months, (b) preserve intact the business organizations, relationships and good will with third parties and (c) keep available the services of the present employees of the Sellers in the ordinary course of business consistent with past practice. Without limiting the generality of the foregoing, from the date hereof until the Closing Date, except as disclosed on Schedule 5.01, the Sellers will not:

(a) with respect to the Business, acquire a material amount of assets from any other Person, except in the ordinary course consistent with past practice;

(b) sell, lease, license or otherwise dispose of any Purchased Assets except (i) pursuant to existing contracts or commitments that are listed on the Disclosure Schedules, or (ii) such sales, leases, licenses or other disposals that are made in the ordinary course of business consistent with past practice that do not to exceed $50,000 individually or $100,000 in the aggregate, or (iii) pursuant to Sections 363 or 365 of the Bankruptcy Code;

(c) agree or commit to do any of the foregoing; or

(d) take any action that would reasonably be expected to cause the failure of the conditions contained in Section 10.02(b).

SECTION 5.02 *Access to Information*. From the date hereof until the Closing Date, each Seller will (i) give the Buyer, its counsel, financial advisors, auditors and other authorized representatives reasonable access to the offices, properties, employees, books and records of such Seller relating to the Business and the Purchased Assets, and (ii) furnish to the Buyer, its counsel, financial advisors, auditors and other authorized representatives such financial and operating data and other information relating to the Business and the Purchased Assets as such Persons may reasonably request; *provided, however*, that such access shall be coordinated through Persons as may be designated in writing by the Sellers for such purpose. Any investigation pursuant to this Section 5.02 shall be conducted in such manner as not to unreasonably interfere with the conduct of the Business. Notwithstanding the foregoing, the Buyer shall not have the right to conduct any invasive testing (including digging, installing wells, pumping groundwater or removing soil) with respect to the Purchased Assets, nor shall the Buyer have access to personnel records of any Seller relating to individual performance or evaluation records, medical histories or other information which the disclosure of which could subject such Seller to risk of liability or would violate applicable Law.

SECTION 5.03 *Notices of Certain Events*. The Sellers shall promptly notify the Buyer of:

(a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement or the Ancillary Agreements;

(b) any material notice or other communication from any Governmental Entity in connection with the Business, the Purchased Assets or the transactions contemplated by this Agreement or the Ancillary Agreements; and

(c) any material actions, suits, claims, proceedings or, to the Knowledge of Sellers, investigations commenced that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3.10.

ARTICLE 6
COVENANTS OF BUYER AND GUARANTOR

SECTION 6.01 *Access*. On and after the Closing Date, the Buyer will afford promptly to the Sellers and their agents and successors reasonable access to its properties, books, records, employees and auditors to the extent necessary to permit the Sellers to determine any matter relating to its rights and obligations hereunder or any other reasonable business purpose related to the Excluded Liabilities or to any period ending on or before the Closing Date; provided that any such access by the Sellers shall not unreasonably interfere with the conduct of the business of the Buyer, provided, further, that such access shall not give rise to any claim or type of contingency in favor of the Buyer. The Sellers will hold, and will use its best efforts to cause its officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of Law, all confidential documents and information concerning the Buyer or the Business provided to them pursuant to this Section 6.01.

ARTICLE 7
COVENANTS OF BUYER AND SELLERS

SECTION 7.01 *Reasonable Efforts; Further Assurances*. Subject to the terms and conditions of this Agreement, the Buyer and the Sellers will use their commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable Laws and regulations to consummate the transactions contemplated by this Agreement and the Ancillary Agreements. Prior to and after Closing, the Sellers and the Buyer agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement and the Ancillary Agreements and to vest in the Buyer good title to the Purchased Assets, *provided*, *however*, that the Sellers are not obligated to incur any material cost or expense or initiate or join in any litigation in order to meet the obligations under this Section 7.01.

SECTION 7.02 *Certain Filings*. The Sellers and the Buyer shall cooperate with one another (a) in determining whether any action by or in respect of, or filing with, any Governmental Entity is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any material contracts, in connection with the consummation of the transactions

contemplated by this Agreement and the Ancillary Agreements and (b) in taking such actions or making any such filings, furnishing information required in connection therewith and seeking timely to obtain any such actions, consents, approvals or waivers.

SECTION 7.03 *Public Announcements*. Except for filings effectuated by the Sellers in connection with the Chapter 11 Cases, the parties agree to consult with each other before issuing any press release or making any public statement with respect to this Agreement or the transactions contemplated hereby and, except for any press releases and public statements the making of which may be required by applicable Law (including the Bankruptcy Code) or any listing agreement with any national securities exchange, will not issue any such press release or make any such public statement without the prior written consent of the other (such consent not to be unreasonably withheld, conditioned or delayed).

SECTION 7.04 *Bankruptcy Court Approval*.

(a) The Sellers and the Buyer shall each use their commercially reasonable efforts, and shall cooperate, assist and consult with each other, to secure the entry of an order of the Bankruptcy Court (the "**Sale Order**") in a form to be mutually agreed by the parties hereto prior to the Sale Hearing and later attached hereto as Exhibit E approving this Agreement and authorizing the transactions contemplated hereby. The Sellers and the Buyer shall consult with one another regarding pleadings which any of them intend to file, or positions any of them intend to take, with the Bankruptcy Court in connection with or which might reasonably affect, the Bankruptcy Court's entry of the Sale Order. The Sellers shall use commercially reasonable efforts to provide the Buyer and its counsel with draft copies of all notices and filings to be submitted by the Sellers to the Bankruptcy Court pertaining to the proposed Sale Order.

(b) Sellers shall seek entry of the Sale Order by the Bankruptcy Court to approve this Agreement and authorize the transactions contemplated hereby without conducting an auction as contemplated in the bidding procedures (the "**Bidding Procedures**") attached as an exhibit to the order of the Bankruptcy Court approving the Bidding Procedures.

(c) If the Sale Order or any other orders of the Bankruptcy Court relating to this Agreement or the transactions contemplated hereby shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing, re-argument, reversal or leave to appeal shall be filed with respect to the Sale Order or other such order), the Sellers and the Buyer will, at the sole cost and expense of the Sellers, cooperate in taking such steps diligently to defend such appeal, petition or motion and shall seek an expedited resolution of any such appeal, petition or motion, *provided, however*, the Sellers' obligations in regard to such appeal, petition or motion are subject to Section 7.06.

SECTION 7.05 *Notice and Cure of Breach*. If at any time (a) the Buyer becomes aware of any material breach by any Seller of any representation, warranty, covenant or agreement contained herein and such breach is capable of being cured by any Seller, or (b) any Seller becomes aware of any material breach by the Buyer of any representation, warranty, covenant or agreement contained herein and such breach is capable of being cured by the Buyer, the party becoming aware of such breach shall notify the other parties, in accordance with Section 14.01, promptly following first becoming aware of such breach. Upon such notice of breach, the breaching party shall have

fourteen (14) days following receipt of such notice to cure such breach before the non-breaching party may exercise of any remedies in connection therewith.

SECTION 7.06 *Communications with Customers and Suppliers*. Prior to the Closing, the Buyer shall not, and shall cause its Affiliates and representatives not to, contact, or engage in any discussions or otherwise communicate with, the Sellers' customers, suppliers, licensors, licensees and other Persons with which the Sellers have commercial dealings without obtaining the prior written consent of the Sellers, not to be unreasonably withheld, conditioned or delayed.

SECTION 7.07 *Winding Up; Dissolution; Liquidation*. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall prohibit the Sellers from ceasing their respective operations or winding up their respective affairs at any time after the Closing Date, it being acknowledged and agreed by the Buyer that the Sellers may wind up their respective affairs and liquidate and dissolve their respective existences as soon as reasonably practicable following the Closing Date or the consummation of a liquidating plan under Chapter 11 of the Bankruptcy Code.

ARTICLE 8
TAX MATTERS

SECTION 8.01 *Tax Cooperation; Allocation of Taxes*.

(a) The Buyer and the Sellers will reasonably cooperate, as and to the extent reasonably requested by the other party, in connection with the filing of Tax Returns and any audit, litigation or other dispute with respect to Taxes related to the Transferred Employees, the Business or the Purchased Assets. The Buyer and the Sellers further agree, upon request, to use their commercially reasonable efforts to obtain any certificate or other document from any Governmental Entity or any other Person as may be necessary to mitigate or reduce or eliminate any Tax that could be imposed (including with respect to the transactions contemplated under this Agreement or the Ancillary Agreements) with respect to the transactions contemplated by this Agreement. Each party shall provide the other with at least ten (10) days prior written notice before destroying any such books and records with respect to Taxes pertaining to the Purchased Assets, during which period the party receiving such notice can elect to take possession, at its own expense, of such books and records.

(b) Within a reasonable time after the Buyer or the Sellers receives notice of any deficiency, proposed adjustment, assessment, audit, examination or other administrative or court proceeding, suit, dispute or other claim related to Taxes pertaining to Purchased Assets with respect to any Pre-Closing Tax Period (a "**Tax Contest**"), the Buyer will notify Sungard AS in writing of such Tax Contest (or, if the Sellers receive such notice, Sungard AS will notify the Buyer).

(i) Sungard AS shall have the right to elect to control the conduct of any Tax Contest that relates solely to Taxes imposed with respect to a Pre-Closing Tax Period that may not reasonably be expected to adversely affect the liability for Taxes imposed on Buyer; provided that Sungard AS shall (A) keep the Buyer fully and timely informed with

respect to such Tax Contest, and (B) afford the Buyer the opportunity to be participate at its own expense in such Tax Contest; provided further, that Sungard AS shall not settle or otherwise compromise any such Tax Contest without the prior written consent of the Buyer, which consent shall not be unreasonably withheld, delayed or conditioned.

(ii) Sungard AS shall have the right to participate jointly with the Buyer in any Tax Contest relating to a Straddle Period (or a Pre-Closing Tax Period that may reasonably be expected to adversely affect the liability for Taxes imposed on Buyer), if and to the extent that such period includes any Pre-Closing Taxable Period, at the Sungard AS's cost and expense. Any settlement or other disposition of any Tax Contest relating to a Straddle Period may only be made with the consent of Sungard AS and the Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

(iii) The Buyer shall have sole control over any Tax Contest relating to a taxable period that begins after the Closing Date.

(c) To the extent not exempt under Section 1146(c) of the Bankruptcy Code in connection with the Chapter 11 Cases, all excise, sales, use, value added, registration stamp, recording, documentary, conveyancing, franchise, property, transfer, gains and similar Taxes, levies, charges and fees (collectively, "**Transfer Taxes**") incurred in connection with the transactions contemplated by this Agreement shall be borne by the Buyer. The Buyer and the Sellers shall cooperate in providing each other with any appropriate resale exemption certifications and other similar documentation.

(d) For purposes of this Agreement, the Property Taxes and other Taxes imposed on a periodic basis with respect to the assets in respect of the Purchased Assets for any taxable period that begins prior to the Closing Date and ends after the Closing Date (each, a "**Straddle Period**") deemed allocable to the Pre-Closing Tax Period shall be the amount of such Taxes for the entire Straddle Period (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period), multiplied by a fraction the numerator of which is the number of calendar days in the taxable period of the period ending on the day immediately prior to the Closing Date and the denominator of which is the number of calendar days in the entire Straddle Period. The amount of all other Taxes for the Pre-Closing Tax Period shall be deemed allocable to the Pre-Closing Tax Period deemed equal to the amount which would be payable if the taxable year ended on the Closing Date, as determined by means of a closing of the books and records of the Seller as of the end of the day on the Closing Date.

ARTICLE 9
EMPLOYEE MATTERS

SECTION 9.01 *Employee Matters*.

(a) Transferred Employees. Schedule 9.01(a) sets forth a list of all individuals employed by the Sellers who provide services primarily to the Business as of the date hereof (each such individual, a "**Business Employee**"), including their title or position and work location, which schedule will be updated by the Sellers no later than five (5) Business Days prior to the Closing Date. After entry of the Sale Order and prior to Closing, the Buyer or one of its Affiliates

shall offer at-will employment to each Business Employee, effective as of the Closing, on terms and conditions of the Form of Buyer Offer Letter attached hereto as Exhibit F. With respect to Business Employees who are Key Employees, such Key Employees have indicated to the Buyer subsequent to the date hereof a willingness to accept the Buyer Offer Letter and as of Closing to commence such employment with the Buyer or one of its Affiliates. Any Business Employee who accepts the Buyer's or its Affiliate's offer of employment and commences employment with the Buyer or such Affiliate shall be referred to as a "**Transferred Employee**." The employment of the Transferred Employees with the Buyer or one of its Affiliates shall be effective as of the Closing. For a period of one year following the Closing Date, the Buyer shall or shall cause one of its Affiliates to provide each Transferred Employee with: (i) the same base salary or hourly wage rate, as applicable, that applied to such Transferred Employee immediately prior to the date hereof; (ii) substantially comparable annual cash incentive opportunities as those to which similarly-situated employees of the Buyer and its Affiliates are entitled; and (iii) the same employee benefits to which similarly-situated employees of the Buyer and its Affiliates are entitled; provided, that the Buyer's obligation to provide such employee benefits shall commence on the first day of the month immediately following the month in which the Closing occurs.

(b) Cooperation. In connection with the Buyer's obligations under this Article 9, prior to the Closing the Sellers shall reasonably cooperate with and assist the Buyer, including: (i) providing such information, to the extent not prohibited by applicable Law, reasonably requested by the Buyer of the Business Employees; and (ii) making the Business Employees available to the Buyer, without interference with the Business, with reasonable advance notice and during normal business hours, for purposes of interviewing and onboarding. The Sellers shall not take, cause or allow to be taken any action intended to impede, hinder, interfere or otherwise compete with the Buyer's or its Affiliate's effort to hire any Business Employee. The Buyer shall not be responsible for any liability, obligation or commitment arising out of any Business Employee's employment or termination of employment with the Sellers or non-acceptance of the Buyer's offer of employment or failure to commence employment with the Buyer, which liabilities, obligations and commitments shall remain those of the Sellers, subject in each case to Buyer's compliance with its obligations pursuant to this Article 9.

(c) Service Credit. The Buyer and its Affiliates shall treat, and shall cause each plan, program, policy, practice and arrangement sponsored or maintained by the Buyer or any of its Affiliates on or after the Closing Date in which any Transferred Employee (or the spouse, domestic partner or dependent of any Transferred Employee) participates on or after the Closing Date (each, a "**Buyer Plan**") to treat, for purposes of eligibility, vesting and benefit accrual (but not for purposes of benefit accruals under any defined benefit plan), all service with the Sellers and their Affiliates (and any predecessor employers to the extent the Sellers and their Affiliates or any corresponding Benefit Plan provides for past service credit) as service with the Buyer and its subsidiaries and Affiliates; provided, however, that such service need not be credited to the extent it would result in duplication of benefits and such service need only be credited to the same extent and for the same purpose as such service was credited under the corresponding Benefit Plan.

(d) Welfare Benefits. The Buyer and its Affiliates, shall use commercially reasonable efforts to cause each Buyer Plan that is a medical or dental plan and in which any Transferred Employee participates after Closing to: (i) waive any and all eligibility waiting periods, actively-at-work requirements, evidence of insurability requirements, pre-existing

conditions limitations and other exclusions and limitations, regarding the Transferred Employees and their spouses, domestic partners and dependents to the extent such exclusions, requirements or limitations were waived or satisfied by (or were not applicable) a Transferred Employee under the corresponding Benefit Plan and (ii) recognize for each Transferred Employee any deductible, copayment and out-of-pocket expenses paid by such Transferred Employee and his or her spouse, domestic partner and dependents under the corresponding Benefit Plan with respect to the plan year in which occurs the later of the Closing Date and the date on which such Transferred Employee begins participating in such Buyer Plan for purposes of satisfying the corresponding deductible, co-payment, and out-of-pocket provisions under such Buyer Plan. The Transferring Employees shall remain in active participation in the Benefit Plans through the last day of the month in which the Closing occurs and effective as of such day the Transferred Employees shall cease such participation. The Sellers shall remain liable for all eligible claims for benefits under the Benefit Plans that are incurred by the Business Employees on or prior to such last day of participation.

(e) No Third Party Beneficiaries. Nothing in this Agreement, express or implied, shall confer upon any employee, independent contractor, any beneficiary, or any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement, including any right to employment or continued employment for any specified period or continued participation in any Benefit Plan or other benefit plan, or any nature or kind whatsoever under or by reason of this Agreement. Nothing contained herein, express or implied, (i) shall be construed to establish, amend, modify, or terminate any benefit or compensation plan, program, agreement or arrangement, policy or scheme, including any Benefit Plan, or restrict or otherwise limit the right of any party hereto to amend, terminate or otherwise modify any such plans or arrangements, or (ii) shall be construed as a guarantee of employment for any period, or a restriction or other limitation on the right of any party hereto to terminate the employment of any individual at any time. The parties hereto agree that the provisions contained herein are not intended to be for the benefit of or otherwise be enforceable by, any third party, including any current or former employee or other service provider.

(f) Wage Reporting. The Buyer and the Sellers agree to utilize, or cause their respective Affiliates to utilize, the "Alternate Procedure" provided in Section 5 of Revenue Procedure 2004-53, 2004-2 C.B. 320, with respect to wage reporting for employees of the Sellers who become employees of the Buyer in connection with the transactions contemplated by this Agreement.

ARTICLE 10
CONDITIONS TO CLOSING

SECTION 10.01 *Conditions to Obligations of Buyer and Sellers*. The obligations of the Buyer and the Sellers to consummate the Closing are subject to the satisfaction of the following conditions:

(a) *No Orders*. No Governmental Entity shall have enacted, enforced or entered any Law and no order shall be in effect on the Closing Date that prohibits the consummation of the Closing.

(b) *Sale Order*. The Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall be in full force and effect and shall not be subject to a stay pending appeal, which Sale Order shall include findings under 363(a), (f), (m), and (n), as well as a waiver of Bankruptcy Rule 6004.

SECTION 10.02 *Conditions to Obligation of Buyer*. The obligation of the Buyer to consummate the Closing is subject to the satisfaction of the following further conditions:

(a) *Covenants*. The Sellers shall have performed in all material respects all of their obligations hereunder required to be performed by them on or prior to the Closing Date.

(b) *Representations and Warranties*. The representations and warranties of the Sellers contained in this Agreement other than those set forth in Section 3.04 and Section 3.13 which, for the avoidance of doubt and notwithstanding any other provision of this Agreement, the Sale Order or any other documents, instrument or agreement to the contrary, shall be disregarded in their entirety and not considered in any manner in regard to the satisfaction of the condition set forth in this Section 10.02(b), shall be true and correct in all respects at and as of the date hereof and at and as of the Closing Date, as if made at and as of such date (except to the extent such representations and warranties speak as of another date, in which case such representations and warranties shall be true and correct as of such other date), except where the failure of any such representations and warranties to be true and correct would not, individually or in the aggregate, reasonably be expected to be have a Material Adverse Effect.

(c) *Certificate.* The Sellers shall have delivered to the Buyer a certificate duly executed by an executive officer of the Sellers certifying to the effect that the conditions set forth in Section 10.02(a) and Section 10.02(b) have been satisfied.

(d) *Deliveries*. The Sellers shall make or cause to be made the deliveries described in Section 2.09(a).

SECTION 10.03 *Conditions to Obligation of Sellers*. The obligation of the Sellers to consummate the Closing is subject to the satisfaction of the following further conditions:

(a) *Covenants*. The Buyer shall have performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Closing Date.

(b) *Representations and Warranties.* The representations and warranties of the Buyer contained in this Agreement shall be true and correct in all material respects at and as of the date hereof and at and as of the Closing Date, as if made at and as of such date (except to the extent such representations and warranties speak as of another date, in which case such representations and warranties shall be true and correct as of such other date) except where the failure of any such representations and warranties to be true and correct would not, individually or in the aggregate, reasonably be expected to prevent the Buyer from consummating the transactions contemplated by this Agreement.

(c) *Certificate.* The Buyer shall have delivered to the Sellers a certificate duly executed by an executive officer of the Buyer certifying to the effect that the conditions set forth in Section 10.03(a) and Section 10.03(b) have been satisfied.

(d) *Deliveries*. The Buyer shall make or cause to be made the deliveries described in Section 2.09(b), including payment of the Purchase Price.

SECTION 10.04 *Waiver of Conditions Precedent*. Upon the occurrence of the Closing, any condition set forth in this Article 10, other than as provided in Section 10.01(b), that was not satisfied as of the Closing shall be deemed to have been waived as of and after the Closing.

ARTICLE 11
NO SURVIVAL

SECTION 11.01 *No Survival*. The (a) representations and warranties of the parties and (b) covenants and agreements that by their terms are to be performed on or before Closing, contained in this Agreement, in any Ancillary Agreement or in any certificate or other writing delivered in connection herewith shall not survive the Closing. The covenants and agreements contained herein and in any Ancillary Agreement that by their terms are to be performed after Closing shall survive the Closing indefinitely except the covenants, agreements, representations and warranties contained in Article 8 and 9 shall survive until expiration of the statute of limitations applicable to the matters covered thereby (giving effect to any waiver, mitigation or extension thereof).

ARTICLE 12
TERMINATION

SECTION 12.01 *Grounds for Termination*. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written agreement of the Sellers and the Buyer;

(b) by either the Sellers or the Buyer, if the Closing shall not have been consummated on or before the later of (i) October 15, 2022, with either Party having the option, by written notice to the other Party or Parties, as applicable, in their sole discretion, to extend such date for a fifteen (15) day period or (ii) thirty (30) days after any notice delivered pursuant to Section 7.05 of a breach that has not been cured in accordance with Section 7.05 (the later of clause (i) and (ii), the "**Outside Date**"), unless the party seeking termination is in material breach of its obligations hereunder;

(c) by either the Sellers or the Buyer, if any condition set forth in Section 10.01 is not satisfied, and such condition is incapable of being satisfied by the Outside Date;

(d) by the Buyer, if the Sellers willfully and materially breach any of Sections 2.08, 5.01, 7.01, 7.02 or 7.03 and such breach is continuing in any material respect following the Buyer's compliance with Section 7.05;

(e) by the Buyer or the Sellers, as applicable, if the Disclosure Schedules fail to be finalized in accordance with Section 14.11 within thirty (30) days prior to the Closing Date; or

(f) by the Sellers, if failure to perform any covenant or agreement on the part of the Buyer set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 10.03 not to be satisfied, and such condition is incapable of being satisfied by the Outside Date or shall not have been cured during the fourteen (14) day period referred to in Section 7.05.

The party desiring to terminate this Agreement pursuant to this Section 12.01 (other than pursuant to Section 12.01(a)) shall give notice of such termination to the other party in accordance with Section 14.01.

SECTION 12.02 *Effect of Termination*. If this Agreement is terminated as permitted by Section 12.01, such termination shall be without liability of either party (or any stockholder, director, officer, employee, agent, consultant or representative of such party) to the other party to this Agreement except as provided in Sections 2.07 and 13.03. The provisions of Sections 2.07, 12.02, 12.03, 13.03, Section 14.04, Section 14.05, Section 14.06 and Section 14.12 shall survive any termination hereof pursuant to Section 12.01.

SECTION 12.03 *Expenses*. Except as otherwise expressly provided herein, whether or not the transactions contemplated by this Agreement are consummated, all costs and expenses incurred in connection with this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby shall be paid by the party hereto incurring such expenses.

SECTION 12.04 *Exclusive Remedies*. Other than for claims of actual fraud and except as set forth in Section 14.12, in the event of any breach prior to the Closing by any party's agreements, covenants, representations or warranties contained herein or the Sale Order, including any breach that is material or willful, the non-breaching party's sole and exclusive remedy shall be to exercise the non-breaching party's rights to terminate this Agreement pursuant to Section 12.01 and, as applicable, to receive the Good Faith Deposit pursuant to Section 2.07, and the non-breaching party shall not have any further cause of action for damages, specific performance or any other legal or equitable relief against the breaching party or any of its respective former, current or future equityholders, directors, officers, Affiliates, agents or representatives with respect thereto.

ARTICLE 13
GUARANTY

SECTION 13.01 *Buyer Guarantor*. The Guarantor hereby irrevocably and unconditionally guarantees to each Seller, the prompt and full discharge by the Buyer of all of the Buyer's covenants, agreements, obligations and liabilities under this Agreement and the Ancillary Agreements, including, without limitation, the due and punctual payment of all amounts which are or may become due and payable by the Buyer hereunder and thereunder when and as the same shall become due and payable (collectively, the "**Buyer Obligations**"), in accordance with the terms hereof. The Guarantor acknowledges and agrees that, with respect to all Buyer Obligations

to pay money, such guaranty shall be a guaranty of payment and performance and not of collection and shall not be conditioned or contingent upon the pursuit of any remedies against the Buyer. If the Buyer shall default in the due and punctual performance of any Buyer Obligation, including the full and timely payment of any amount due and payable pursuant to any Buyer Obligation, the Guarantor will forthwith perform or cause to be performed such Buyer Obligation and will forthwith make full payment of any amount due with respect thereto at its sole cost and expense.

SECTION 13.02 *Guaranty Unconditional*. The liabilities and obligations of the Guarantor pursuant to this Agreement are unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(a) any acceleration, extension, renewal, settlement compromise, waiver or release in respect of any Buyer Obligation by operation of Law or otherwise;

(b) the invalidity or unenforceability, in whole or in part, of this Agreement;

(c) any modification or amendment of or supplement to this Agreement;

(d) any change in the corporate existence, structure or ownership of the Buyer or any insolvency, bankruptcy, reorganization or other similar proceeding affecting any of them or their assets; or

(e) any other act, omission to act, delay of any kind by any party hereto or any other Person, or any other circumstance whatsoever that might, but for the provisions of this Section 13.02, constitute a legal or equitable discharge of the obligations of the Guarantor hereunder.

SECTION 13.03 *Waivers of the Guarantor*. The Guarantor hereby waives any right, whether legal or equitable, statutory or non-statutory, to require the Sellers to proceed against or take any action against or pursue any remedy with respect to the Buyer or make presentment or demand for performance or give any notice of nonperformance before the Sellers may enforce its rights hereunder against such Guarantor.

SECTION 13.04 *Discharge Only Upon Performance in Full; Reinstatement in Certain Circumstances*. The Guarantor's obligations hereunder shall remain in full force and effect until the Buyer Obligations shall have been performed in full. If at any time any performance by a Person of any Buyer Obligation is rescinded or must be otherwise restored or returned, whether upon the insolvency, bankruptcy or reorganization of the Buyer to otherwise, such Guarantor's obligation hereunder with respect to such Buyer Obligation shall be reinstated at such time as though such Buyer Obligation had become due and had not been performed.

ARTICLE 14
MISCELLANEOUS

SECTION 14.01 *Notices*. All notices, requests, claims, demands or other communications hereunder shall be deemed to have been duly given and made if in writing and (a) at the time personally delivered if served by personal delivery upon the party hereto for whom it is intended, (b) at the time received if delivered by registered or certified mail (postage prepaid,

return receipt requested) or by a national courier service (delivery of which is confirmed), or (c) upon confirmation if sent by facsimile or email; in each case to the Person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such Person:

if to the Buyer or the Guarantor, to:

365 Operating Company LLC
200 Connecticut Avenue
Norwalk, CT 06854
Attention: Robert J. DeSantis
Email: BdeSantis@365datacenters.com

And

Stonecourt Capital LP
10 E 53rd St, Thirteenth Floor
New York, NY 10022
Attention: Lance Hirt, Partner
Email: hirt@stonecourtlp.com

with a copy to:

Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, MO 64112
Attention: Frank Koranda
Email: fkoranda@polsinelli.com

if to the Sellers, to:

Sungard Availability Services, L.P.
565 East Swedesford Road, Suite 320
Wayne, PA 19087
Attention: General Counsel
Email: sgas.legalnotices@sungardas.com

with a copy to:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036
Attention: Stephen B. Kuhn; Philip Dublin; Meredith Lahaie
Email: skuhn@akingump.com; pdublin@akingump.com;
mlahaie@akingump.com
Telephone: 212 872-1008; 212 872-8083; 212 872-8032

SECTION 14.02 *Amendments and Waivers*.

(a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Subject to Section 12.04, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

SECTION 14.03 *Successors and Assigns*. No party hereto shall be entitled to assign this Agreement or any rights or delegate any obligations hereunder without the prior written consent of, with respect to any assignment by the Buyer, the Sellers, and, with respect to any assignment by any Seller, the Buyer, which consent may be withheld by the applicable party hereto in its sole and absolute discretion, and any such attempted assignment or delegation without such prior written consent shall be void and of no force and effect, provided, however, that the Buyer shall be permitted to assign all or part of its rights or obligations hereunder to one or more wholly-owned subsidiaries without the prior written consent of the Sellers so long as prior to such assignment such assignee(s) of the Buyer agrees in writing in favor of the Sellers to be bound by the provisions of this Agreement, it being agreed that no such assignment shall relieve the Buyer of any of its obligations hereunder.

SECTION 14.04 *Governing Law*. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be governed by and construed in accordance with the Law of the State of New York, without regard to any conflicts of Law rules that would apply the Law of any state other than such the State of New York.

SECTION 14.05 *Jurisdiction*. (a) Prior to the closing of the Chapter 11 Cases, except as otherwise expressly provided in this Agreement, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Ancillary Agreements or the transactions contemplated hereby or thereby shall be brought exclusively in the Bankruptcy Court, and each of the parties hereby irrevocably consents to the jurisdiction of the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the Bankruptcy Court or that any such suit, action or proceeding which is brought in the Bankruptcy Court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 14.01 shall be deemed effective service of process on such party.

(b) Upon the closing of the Chapter 11 Cases, except as otherwise expressly provided in this Agreement, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Ancillary Agreements or the transactions contemplated hereby and thereby shall

be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York City, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement or the Ancillary Agreements shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 14.01 shall be deemed effective service of process on such party.

SECTION 14.06 *WAIVER OF JURY TRIAL*. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 14.07 *Counterparts; Third Party Beneficiaries*. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. Nothing express or implied in this Agreement is intended to confer or shall confer upon any Person other than the parties hereto and their successors and permitted assigns any legal or equitable rights, benefits or remedies of an nature or by any reason hereunder.

SECTION 14.08 *Entire Agreement*. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written.

SECTION 14.09 *Bulk Sales Laws*. The Buyer hereby waives compliance by the Sellers and the Sellers hereby waive compliance by the Buyer, with the provisions of the "bulk sales", "bulk transfer" or similar Laws other than any Laws which would exempt any of the transactions contemplated by this Agreement from any Tax liability which would be imposed but for such compliance.

SECTION 14.10 *Captions, Headings, Interpretation*. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disbarring any party by virtue of authorship of any provisions of this Agreement.

SECTION 14.11 *Disclosure Schedules*. The parties acknowledge and agree that (i) the Disclosure Schedules to this Agreement may include certain items and information solely for informational purposes for the convenience of the Buyer and (ii) the disclosure by any party of any matter in the Disclosure Schedules shall not be deemed to constitute an acknowledgment by such party that the matter is required to be disclosed by the terms of this Agreement or that the matter is material. If any Disclosure Schedule discloses an item or information in such a way as to make its relevance to the disclosure required by another Disclosure Schedule reasonably apparent on the face of such Disclosure Schedule, the matter shall be deemed to have been disclosed in such other Disclosure Schedule, notwithstanding the omission of an appropriate cross-reference to such other Disclosure Schedule. The Parties hereby covenant they each will use commercially reasonable efforts to complete and deliver the Disclosure Schedules, to the extent not otherwise delivered as of the date of this Agreement, as soon as practical following the execution of this Agreement. Disclosure Schedules not included as attachments to this Agreement upon the execution and delivery hereof shall be delivered by the Party responsible therefor no later than 45 days prior to the Closing, and shall thereupon, if mutually acceptable to the Parties in good faith, be deemed included in this Agreement as if such Disclosure Schedules were attached to this Agreement as of the execution of this Agreement. The Parties shall have fifteen (15) days following the 45th day prior to the Closing to negotiate any disputed Schedule, after which time, if any Schedule or item included or omitted thereon remains a disputed Schedule and (a) with respect to a Schedule disputed by the Buyer, that has or would reasonably be expected to have a material and adverse impact Buyer's ability to conduct the Business or operate the Purchased Assets in the ordinary course of business consistent with past practices over the six (6) months preceding the date hereof or (b) with respect to a Schedule disputed by the Sellers, results in a material and adverse impact on the financial and other benefits of the transaction for the Sellers; then such disputing Party may terminate this Agreement in accordance with Section 12.01(e).

SECTION 14.12 *Specific Performance*. The parties recognize that if the other party breaches this Agreement or the Ancillary Agreements or refuses to perform under the provisions of this Agreement or the Ancillary Agreements, monetary damages alone would not be adequate to compensate the non-breaching party for their injuries. In the event of any such breach or refusal to perform, the parties shall therefore be entitled, in addition to any other remedies that may be available, to equitable relief, including an injunction or injunctions or orders for specific performance, to prevent breaches or threatened breaches of this Agreement or the Ancillary Agreements and to enforce specifically the terms and provisions of this Agreement and the Ancillary Agreements (including, for the avoidance of doubt, the obligation of the parties to consummate the transactions contemplated by this Agreement and the Ancillary Agreements), without proof of actual damages or the posting of a bond or other undertaking. If any action is brought by a party to enforce this Agreement or the Ancillary Agreement in accordance with this Section 14.12, the other parties shall waive the defense that there is an adequate remedy at Law.

SECTION 14.13 *Time of the Essence*. Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SELLERS:

SUNGARD AVAILABILITY SERVICES, L.P.

By: _____
Name: Mike Robinson
Title: Chief Executive Officer

SUNGARD AVAILABILITY NETWORK SOLUTIONS, INC.

By: _____
Name: Mike Robinson
Title: Chief Executive Officer

SUNGARD AVAILABILITY SERVICES TECHNOLOGY, LLC

By: _____
Name: Mike Robinson
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SELLERS:

SUNGARD AVAILABILITY SERVICES, L.P.

By: _____
Name:
Title:

[•][7]

BUYER:

365 SG OPERATING COMPANY LLC

By: _____
Name: Robert J. DeSantis
Title: Chief Executive Officer

GUARANTOR:

365 OPERATING COMPANY LLC

By: _____
Name: Robert J. DeSantis
Title: Chief Executive Officer

[7] Note to Draft: For additional Seller signature blocks for the Sellers listed on Exhibit A.

EXHIBIT A

SELLERS

1. Sungard Availability Network Solutions, Inc.
2. Sungard Availability Services Technology, LLC

EXHIBIT B

BILL OF SALE

EXHIBIT C

ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT D

INTELLECTUAL PROPERTY ASSIGNMENT

EXHIBIT E

SALE ORDER

EXHIBIT F

FORM OF BUYER OFFER LETTER

This is Exhibit **"I"** referred to in the Affidavit of Michael K. Robinson sworn before me on September 9, 2022 by videoconference in accordance with O. Reg 431/20.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Natalie E. Levine
LSO# 64908K

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

NOTICE OF HEARINGS ON APPROVAL OF THE DISCLOSURE STATEMENT AND PROPOSED SALE TRANSACTION

PLEASE TAKE NOTICE THAT the hearings on:

- *Debtors' Motion for Entry of an Order (I) Conditionally Approving the Disclosure Statement; (II) Approving the Combined Hearing Notice; (III) Approving the Solicitation and Notice Procedures; (IV) Approving the Forms of Ballots and Notices; (V) Approving Certain Dates and Deadlines in Connection with the Solicitation and Confirmation of the Plan and (VI) Scheduling a Combined Hearing on (A) Final Approval of the Disclosure Statement and (B) Confirmation of the Plan* [Docket No. 258], previously set for August 24, 2022 at 10:30 a.m., and

- The proposed sale transaction to 365 SG Operating Company LLC (the "Buyer") in accordance with and pursuant to the *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 Assumptions 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. 135] (the "Sale Hearing") and announced on August 1, 2022 [Docket No. 538], previously set for August 24, 2022, at 10:30 a.m.,

have been **reset to August 31, 2022 at 10:00 a.m. (prevailing Central Time)**. **The deadline for**

[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.

any objections to the Buyer's proposed form of adequate assurance will be August 29, 2022. Parties should consult the Order at Docket No. 219 for all other deadlines related to the Sale Hearing.

You may participate in the hearing either in person or by audio/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.

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.

Dated: August 22, 2022
Houston, Texas

/s/ *Matthew D. Cavenaugh*

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-and-

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zlanier@akingump.com

Co-Counsel to the Debtors and Debtors in Possession

Certificate of Service

I certify that on August 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/ *Matthew D. Cavenaugh*
Matthew D. Cavenaugh

This is Exhibit **"J"** referred to in the Affidavit of Michael K. Robinson sworn before me on September 9, 2022 by videoconference in accordance with O. Reg 431/20.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Natalie E. Levine
LSO# 64908K

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)
	)	**Re Docket Nos. 135, 219, 310**

NOTICE OF SUCCESSFUL BID AND SALE HEARING

PLEASE TAKE NOTICE THAT:

1. On April 11, 2022, the above-captioned debtors and debtors in possession (collectively, the "Debtors") each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq*. in the United States Bankruptcy Court for the Southern District of Texas (the "Court"). The Debtors' chapter 11 cases are being jointly administered for procedural purposes only.

2. On May 11, 2022, the Court entered an order [Docket No. 219] (the "Bidding Procedures Order")[2] approving, among other things, certain Bidding Procedures attached as Exhibit 1 to the Bidding Procedures Order. The Bidding Procedures Order established the key dates and times related to the Auction and the Sale. Among other dates, the Bidding Procedures Order set (a) July 7, 2022 at 12:00 p.m. (prevailing Central Time) as the Final Bid Deadline, (b) July 11, 2022 at 10:00 a.m. (prevailing Eastern Time) as the date of the Auction, (c) July 13, 2022 at 12:00 p.m. (prevailing Central Time) as the deadline for Adequate Assurance Objections and any objections to the identity of the Successful Bidder(s) and (d) July 14, 2022 at 3:00 p.m. (prevailing Central Time) as the date of the Sale Hearing.

3. On July 8, 2022, in accordance with the Debtors' right to modify the Bidding Procedures and the requirements set forth therein, the Debtors filed the *Notice of Revised Dates for Auction, Sale Hearing, and Hearing for Conditional Approval of the Disclosure Statement*

[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 herein but not otherwise defined have the meanings set forth in the Bidding Procedures Order.

[Docket No. 482] (the "Sale Hearing Adjournment Notice"). Among other things, the Sale Hearing Adjournment Notice rescheduled (a) the date of the Auction to August 1, 2022, (b) the deadline for Adequate Assurance Objections and any objections to the identity of the Successful Bidder(s) to August 2, 2022 and (c) the date of the Sale Hearing and the hearing on the Conditional Disclosure Statement Motion to August 3, 2022 at 10:30 a.m. (prevailing Central Time).

4. On July 29, 2022, the Debtors filed the *Notice of Adjournment and Sale Hearing* [Docket No. 532], which, among other things, canceled the Auction for the Debtors' colocation services and network services and adjourned the Auction in respect of the Debtors' other assets.

5. On August 1, 2022, the Debtors filed the *Notice of (I) Successful Bid and Sale Hearing and (II) Hearing on Conditional Approval of the Disclosure Statement* [Docket No. 538], which, among other things, announced 365 SG Operating Company LLC as the successful bid for the majority of the Debtors' U.S. colocation services and network services (the "365 Sale" and the assets to be purchased through such sale, the "365 Purchased Assets").

6. In accordance with the Bidding Procedures, the Debtors, in consultation with the Consultation Parties, have determined that the offer submitted by 11:11 Systems, Inc. (the "Buyer") for substantially all assets exclusively relating to the Debtors' cloud and managed services and mainframe as a service business was the highest or best offer for such assets (the "Successful Bid" and the assets subject to the Successful Bid, the "Purchased Assets"). A summary of the material terms of the Successful Bid are attached hereto as **Exhibit A**. Attached hereto as **Exhibit B** is a copy of the asset purchase agreement between certain of the Debtors and the Buyer for the Purchased Assets, dated August 21, 2022 (the "Asset Purchase Agreement" and, the transactions contemplated and to be effected thereby, the "Sale Transaction").

7. A proposed form of order approving the Sale Transaction will be filed in advance of the Sale Hearing.

Auction

8. The Successful Bid was the highest and best offer for the Purchased Assets. As such, no Auction for the Purchased Assets will occur.

9. The Debtors are continuing to consider bids for assets other than the Purchased Assets and the 365 Purchased Assets. If any such bids result in one or more Qualified Bids for such assets, the Debtors may proceed with the Auction in accordance with the Bidding Procedures.

Assumption and Assignment of Contracts and Leases

10. The executory contracts and unexpired leases (the "Contracts and Leases") proposed to be assumed and assigned to the Buyer or its designee pursuant to the Asset Purchase Agreement (the "Proposed Assumed Contracts") will be identified in an Assumption and Assignment Notice for the Successful Bid to be filed no less than five business days in advance of the Sale Hearing.

11. The Debtors will serve the adequate assurance information on Counterparties to the Proposed Assumed Contracts for the Successful Bid in accordance with the Bidding Procedures Order.

12. The deadline for Adequate Assurance Objections and any objections to the identity of the Buyer will be **September 8, 2022**.

Sale Hearing

13. The Sale Hearing in respect of the Purchased Assets will commence on **September 13, 2022 at 2:30 p.m. (prevailing Central Time)**.

14. At the Sale Hearing, the Debtors will seek approval of the sale of the Purchased Assets to the Buyer free and clear of liens, claims, encumbrances and other interests, seek a finding that the Buyer is a good faith purchaser under Bankruptcy Code section 363(m) and seek a waiver of Bankruptcy Rule 6004.

15. The Sale Hearing will be heard 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.

16. 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.

17. 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.

Dated: August 24, 2022
Houston, Texas

/s/*Matthew D. Cavenaugh*

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Co-Counsel to the Debtors and Debtors in Possession

Certificate of Service

I certify that on August 24, 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/ *Matthew D. Cavenaugh*
Matthew D. Cavenaugh

Exhibit A

Material Terms of the Successful Bid

Material Terms of the Successful Bid

The following chart contains a summary of certain material terms of the Asset Purchase Agreement, together with references to the applicable sections of the Asset Purchase Agreement. The summary set forth below does not contain all of the terms of the Asset Purchase Agreement and should not be used or relied upon as a substitute for the full terms and conditions set forth in the Asset Purchase Agreement. The summary of the Asset Purchase Agreement contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent there is any conflict between any such term and such actual terms and conditions, the actual terms and conditions shall control.

Sellers Preamble	Sungard Availability Services, L.P., a Pennsylvania limited partnership ("Sungard L.P."), and each of its Affiliates party to the Asset Purchase Agreement.[3]
Buyer Preamble	11:11 Systems, Inc., a Delaware corporation (the "Buyer").
Purchased Assets (Section 2.01)	The Purchased Assets include substantially all Assets held or used exclusively in the conduct of the business of cloud and managed services and mainframe as a service in Canada and the United States, including: (a) all personal property and interests therein including all equipment, machinery, appliances, gear, computers and computer-related hardware, network and internet and information technology systems-related equipment and all other tangible personal property located in Sellers' data centers or offices that is (i) owned, held or used exclusively in the conduct of the Business and is transferable or (ii) paid for and deployed, but not yet in operational use in the Business; (b) all supplies and other inventories to which the Sellers have title that are in the possession of the Sellers or their Affiliates (including at any data center, office or otherwise) or any third party and used for or held for use exclusively in connection with any Purchased Asset; (c) all rights transferable under contracts, agreements, leases, licenses, commitments, sales and orders, of any Seller, in each case executed after the Petition Date; (d) all transferable executory contracts, including all customer and supplier contracts related to the operation of the Business and all carrier contracts that are supporting the revenue generated by the Business and equipment leases of any Seller;

[3] Capitalized terms not otherwise defined in this Exhibit A have the meaning ascribed such terms in the Asset Purchase Agreement.

	(e) all transferable licenses, permits or other governmental authorizations of any Seller relating exclusively to the Purchased Assets; (f) all accounts, notes and other receivables outstanding related to the Purchased Contracts as of the Closing that are for services to be performed on or after Closing; (g) all Seller Intellectual Property and all of the Sellers' rights therein; (h) copies of the books, records, files and papers relating to the Purchased Assets; (i) all goodwill associated with the Business, Purchased Assets and Assumed Liabilities; (j) all insurance proceeds, condemnation awards or other compensation in respect of loss or damage to any of the Purchased Assets to the extent occurring between signing and the Closing Date, and all rights and claims of the Sellers to any such insurance proceeds, condemnation awards or other compensation not paid by the Closing, but excluding any insurance proceeds used for repair of casualty; and (k) all rights under non-disclosure or confidentiality, invention and Intellectual Property assignment covenants for the benefit of any of the Sellers with current or former employees, consultants or contractors of the Sellers or with third parties, solely to the extent related to the Purchased Assets.
Purchase Price (Section 2.06)	The Buyer shall, in addition to the assumption of the Assumed Liabilities, including the assumption of the obligation to pay the applicable counterparties of the applicable Purchased Contracts the Cure Costs payable by the Buyer, pay to Sungard AS at the Closing an amount equal to $1.00 in cash.
Assumption of Liabilities (Section 2.03)	The Buyer agrees, effective at the time of the Closing, to assume the following liabilities and obligations and agrees to pay, perform and discharge, when due, in accordance with their respective terms all of the liabilities and obligations of the Sellers with respect to, arising out of or relating to the following: (a) all liabilities and obligations arising under the Purchased Contracts and Licenses (including all Cure Costs) from and after the Closing; (b) all liabilities in respect of customers, including all customer claims against any Seller in connection with, and to the extent relating to, the Business, whether known or unknown, arising from and after the Closing;

	(c) all liabilities and obligations assumed by, or allocated to, Buyer pursuant to Section 8.01 and Article 8 of the Asset Purchase Agreement; (d) the ownership, possession or use of the Purchased Assets and the operation of the Business, in each case, from and after the Closing; (e) all accounts payable, accrued expenses and other trade obligations arising in the ordinary course of the Business in respect of the Purchased Assets incurred from and after the Closing; (f) all liabilities with respect to the Transferred Employees to the extent arising at or after the Closing or assumed by or allocated to the Buyer pursuant to Article 9 of the Asset Purchase Agreement; and (g) all liabilities, obligations and commitments with respect to Taxes (i) imposed with respect to, arising out of, or relating to the Business, the Purchased Assets, and the Assumed Liabilities from and after the Closing or Transfer Taxes, (ii) of the Buyer or (iii) for which the Buyer is liable under the Asset Purchase Agreement or any Ancillary Agreement.
Employees (Section 9.01)	For a period of one year following the Closing Date, the Buyer shall or shall cause one of its Affiliates to provide each Transferred Employee with terms and conditions of employment that are substantially similar to such Transferred Employee's terms and conditions of employment as of immediately prior to the Closing, including with respect to (i) base salary or hourly wage rate, (ii) cash bonus opportunities and incentive opportunities (excluding equity incentive arrangements) and (iii) employee benefits (including severance payments and benefits). With respect to each Transferred Employee that is an independent contractor, consultant or other service provider, the Buyer shall assume each such individual's respective contract. Nothing in the Asset Purchase Agreement will, after the Closing Date, impose on the Buyer any obligation to retain any Transferred Employees in its employment or engagement for any amount of time.
Assumption and Assignment of Contracts and Leases (Section 2.05)	The Sellers shall take all actions reasonably required to assume and assign the Purchased Contracts to the Buyer, including commencing appropriate proceedings before the Bankruptcy Court or the Canadian Court, as applicable, and otherwise taking all reasonably necessary actions in order to determine the Cure Costs with respect to any Purchased Contract entered into prior to the Petition Date, including the right to negotiate in good faith and litigate, if necessary, with any Purchased Contract counterparty the Cure Costs needed to cure all monetary defaults under such Purchased Contract. If the Sellers, the Buyer, and the counterparty to a Purchased Contract are unable to reach mutual agreement regarding any dispute with respect to Cure Costs, the Sellers shall seek a hearing before the Bankruptcy Court, which hearing may be the Sale Hearing, to determine Cure Costs. Notwithstanding the foregoing, if the Bankruptcy Court allows a Cure Cost in excess of the amount listed on Schedule 2.01(e), then the Buyer shall be entitled, in its

	sole discretion, to re-designate the contract as an Excluded Contract (including, notwithstanding Section 2.05(f), if the Designation Deadline shall have passed). To the maximum extent permitted by the Bankruptcy Code or the CCAA (solely in respect of Sungard AS Canada and any of the Canadian Purchased Assets) and subject to the other provisions of the Asset Purchase Agreement, on the Closing Date, the Sellers shall assign to the Buyer the Purchased Contracts pursuant to Section 365 of the Bankruptcy Code and the Sale Order, subject to the provision of adequate assurance by the Buyer as may be required under Section 365 of the Bankruptcy Code and payment by the Buyer of the Cure Costs in respect of the Purchased Contracts. All Cure Costs in respect of all of the Purchased Contracts shall promptly (including following the Closing to the extent the Cure Costs are not paid at the Closing) be paid by the Buyer. To the maximum extent permitted by the Bankruptcy Code or the CCAA (solely in respect of Sungard AS Canada and any of the Canadian Purchased Assets) and subject to the other provisions of the Asset Purchase Agreement, the Sellers shall transfer and assign all of the Purchased Contracts to the Buyer and the Buyer shall assume all of the Purchased Contracts from the Sellers, as of the Closing Date, pursuant to Sections 363 and 365 of the Bankruptcy Code. Notwithstanding any other provision of the Asset Purchase Agreement or in any Ancillary Agreement to the contrary, the Asset Purchase Agreement shall not constitute an agreement to assign any contract or any right thereunder if an attempted assignment without the consent of a third party, which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code and the Recognition Order and the CCAA, as applicable), would constitute a breach or in any way adversely affect the rights of the Buyer or the Sellers thereunder. Notwithstanding anything in the Asset Purchase Agreement to the contrary, the Buyer may, in its sole and absolute discretion, amend or revise the schedule setting forth the Purchased Contracts in order to add any contract to, or eliminate any contract from, such schedule in each case at any time during the period commencing from the date hereof and ending on the date that is five (5) Business Days before the commencement of the Sale Hearing (the "Designation Deadline"). Automatically upon the addition of any contract to the schedule, on or prior to the Designation Deadline, such contract shall be a Purchased Contract for all purposes of the Asset Purchase Agreement. Automatically upon the removal of any contract from the schedule, on or prior to the Designation Deadline, such contract shall be an Excluded Contract for all purposes of the Asset Purchase Agreement, and no liabilities arising thereunder shall be assumed or borne by the Buyer unless such liability is otherwise specifically assumed pursuant to Section 2.03. After entry of the Sale Order by the Bankruptcy Court, the Sellers may file one or more motions with the Bankruptcy Court seeking approval under Section 365 of the Bankruptcy Code to reject any or all Excluded Contracts and, where applicable, may file corresponding motions with the Canadian Court recognizing, and giving force and effect in Canada to, any such approvals.

Closing Conditions (Sections 10.01, 10.02 and 10.03)	The obligations of the Buyer and the Sellers to consummate the Closing are subject to the satisfaction of the following conditions: (a) *No Orders*. No Governmental Entity shall have enacted, enforced or entered any Law and no order shall be in effect on the Closing Date that prohibits the consummation of the Closing. (b) *Sale Order*. The Bankruptcy Court shall have entered the Sale Order and the Sale Order shall be in full force and effect and shall not be subject to a stay pending appeal. (c) *Recognition Order*. The Canadian Court shall have entered the Recognition Order and the Recognition Order shall be in full force and effect and shall not be subject to a stay pending appeal. The obligation of the Buyer to consummate the Closing is subject to the satisfaction of the following further conditions: (a) *Covenants*. The Sellers shall have performed in all material respects all of their material obligations under the Asset Purchase Agreement required to be performed by them on or prior to the Closing Date. (b) *Representations and Warranties*. The representations and warranties of the Sellers contained in the Asset Purchase Agreement shall be true and correct at and as of the Closing Date, as if made at and as of such date (except to the extent such representations and warranties speak as of another date, in which case such representations and warranties shall be true and correct as of such other date), except where the failure of any such representations and warranties to be true and correct would not, individually or in the aggregate, reasonably be expected to be have a Material Adverse Effect. (c) *Certificate*. The Sellers shall have delivered to the Buyer a certificate duly executed by an executive officer of each Seller certifying to the effect that the foregoing conditions have been satisfied. (d) *Deliveries*. The Sellers shall make or cause to be made the deliveries described in Section 2.08(a) of the Asset Purchase Agreement. The obligation of the Sellers to consummate the Closing is subject to the satisfaction of the following further conditions: (a) *Covenants*. The Buyer shall have performed in all material respects all of its material obligations under the Asset Purchase Agreement required to be performed by it at or prior to the Closing Date.

	(b) *Representations and Warranties*. The representations and warranties of the Buyer contained in the Asset Purchase Agreement shall be true and correct at and as of the Closing Date, as if made at and as of such date (except to the extent such representations and warranties speak as of another date, in which case such representations and warranties shall be true and correct as of such other date) except where the failure of any such representations and warranties to be true and correct would not, individually or in the aggregate, reasonably be expected to prevent the Buyer from consummating the transactions contemplated by the Asset Purchase Agreement. (c) *Certificate*. The Buyer shall have delivered to the Sellers a certificate duly executed by an executive officer of the Buyer certifying to the effect that the foregoing conditions have been satisfied. (d) *Deliveries*. The Buyer shall make or cause to be made the deliveries described in Section 2.08(b) of the Asset Purchase Agreement, including payment of the Purchase Price.
Termination (Section 12.01)	The Asset Purchase Agreement may be terminated at any time prior to the Closing: (a) by mutual written agreement of the Sellers and the Buyer; (b) by either the Sellers or the Buyer, if the Closing shall not have been consummated on or before the later of (i) October 15, 2022, with either Party having the option, by written notice to the other Party or Parties, as applicable, in their sole discretion, to extend such date for a fifteen (15) day period or (ii) fourteen (14) days after any notice delivered of a breach that has not been cured (the later of clause (i) and (ii), the "Outside Date"), unless the party seeking termination is in material breach of its obligations under the Asset Purchase Agreement; (c) by either the Sellers or the Buyer, if any condition set forth in Section 10.01 of the Asset Purchase Agreement is not satisfied, and such condition is incapable of being satisfied by the Outside Date; (d) by the Buyer, if the Sellers willfully and materially breach any of certain sections of the Asset Purchase Agreement and such breach is continuing in any material respect following the Buyer's compliance with Section 7.06 of the Asset Purchase Agreement; (e) by the Sellers, if failure to perform any covenant or agreement on the part of the Buyer set forth in the Asset Purchase Agreement shall have occurred that would cause the conditions set forth in Section 10.03 of the Asset Purchase Agreement not to be satisfied, and such condition

	is incapable of being satisfied by the Outside Date or shall not have been cured during the fourteen (14) day period referred to in Section 7.06 of the Asset Purchase Agreement; (f) by the Sellers, if the Sellers execute a definitive agreement with a third party for the acquisition of all or substantially all of the Purchased Assets; (g) by the Sellers, if the Sellers determine for any reason to terminate the sale of the Purchased Assets or the Business; or (h) by the Buyer or the Sellers, as applicable, if the Disclosure Schedules fail to be finalized in accordance with Section 13.11 of the Asset Purchase Agreement within fifteen (15) days prior to the Closing Date.
Effect of Termination (Section 12.02)	If the Asset Purchase Agreement is terminated as permitted therein, such termination shall be without liability of either party (or any stockholder, director, officer, employee, agent, consultant or representative of such party) to the other party to the Asset Purchase Agreement; provided that if such termination shall result from a breach of the Asset Purchase Agreement by Buyer which results in a failure by Buyer to satisfy any of the closing conditions set forth in Section 10.03 of the Asset Purchase Agreement, Buyer shall be fully liable for any and all damages incurred or suffered by the other party as a result of such failure or breach; provided further, that Buyer's liability pursuant to this Section 12.02 of the Asset Purchase Agreement shall not exceed $1,000,000. Sections 12.02 [Effect of Termination], 12.03 [Expenses], 13.04 [Governing Law], 13.05 [Jurisdiction] and 13.06 [Waiver of Jury Trial] shall survive any termination.
Cure Costs (Section 13.11)	If Cure Costs arising under the Purchased Contracts exceed $3,000,000, the Buyer and the Sellers shall be responsible for bearing 50% of any Cure Costs incurred above $3,000,000 up to $4,000,000; provided, the Sellers may, in their sole discretion, agree to bear any Cure Costs in excess of $4,000,000. If Cure Costs exceed $4,000,000 and Sellers do not agree to bear the full amount of the excess, the Buyer shall be entitled to terminate the Asset Purchase Agreement.

Exhibit B

Asset Purchase Agreement

CONFIDENTIAL

Execution Version

ASSET PURCHASE AGREEMENT

BY AND AMONG

SUNGARD AVAILABILITY SERVICES, L.P.,

THE OTHER SELLERS LISTED HEREIN,

AND

11:11 SYSTEMS, INC.

DATED AS OF AUGUST 21, 2022

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of August 21, 2022 (the "**Agreement**"), by and among Sungard Availability Services, L.P., a Pennsylvania limited partnership ("**Sungard L.P.**"), and each of its Affiliates listed on Exhibit A to this Agreement (together with Sungard L.P., the "**Sellers**"), and 11:11 Systems, Inc., a Delaware corporation (the "**Buyer**").

RECITALS

WHEREAS, the Sellers are engaged in the business of cloud and managed services and mainframe as a service in Canada and the United States (collectively, the "**Business**");

WHEREAS, the Sellers, with Sungard AS New Holdings, LLC, a Delaware limited liability company ("**Sungard AS**") and certain of its Affiliates, have sought relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (as amended, the "**Bankruptcy Code**") by filing cases (the "**Chapter 11 Cases**") in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Bankruptcy Court**") on April 11, 2022 (the "**Petition Date**");

WHEREAS, on April 11, 2022, Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee ("**Sungard AS Canada**") commenced proceedings (the "**Canadian Proceeding**") pursuant to Part IV of the Companies' Creditors Arrangement Act (Canada) (the "**CCAA**") before the Ontario Superior Court of Justice (Commercial List) (the "**Canadian Court**") seeking, among other things, Canadian 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 in the Canadian Proceeding; and

WHEREAS, (a) the Sellers desire to sell, transfer, assign, convey and deliver to the Buyer, and the Buyer desires to purchase, acquire and accept from the Sellers, all of the Sellers' right, title and interest in and to the Purchased Assets, and (b) the Sellers desire to transfer and assign to the Buyer, and the Buyer desires to assume from the Sellers, all of the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, Sections 105, 363 and 365 of the Bankruptcy Code, all on the terms and subject to the conditions set forth in this Agreement and the Sale Order and the Recognition Order and subject to the entry of the Sale Order and the Recognition Order.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE 1
DEFINITIONS

SECTION 1.01 *Definitions*.

(a) The following terms, as used herein, have the following meanings:

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person.

"**Ancillary Agreements**" means the Bill of Sale, Assignment and Assumption Agreement, Intellectual Property Assignment Agreements and each other agreement, document or instrument (other than this Agreement) executed and delivered by the parties hereto in connection with the consummation of the transactions contemplated by this Agreement.

"**Benefit Plan**" means any material plan, program, arrangement or agreement that is a compensation, pension, profit-sharing, savings, retirement, employment, consulting, severance pay, termination, executive compensation, incentive compensation, deferred compensation, bonus, stock purchase, stock option, phantom stock or other equity-based compensation, change in control, retention, salary continuation, vacation, sick leave, disability, death benefit, group insurance, hospitalization, medical, dental, life, Code Section 125 "cafeteria" or "flexible" benefit, employee loan, educational assistance or fringe benefit plan, program, arrangement or agreement, whether written or oral, including any (i) "employee benefit plan" within the meaning of Section 3(3) of ERISA or (ii) other employee benefit plans, agreements, programs, policies, arrangements or payroll practices, whether or not subject to ERISA, in each case, (x) which is sponsored, maintained, administered or contributed to by the Sellers or any ERISA Affiliate and (y) under which any Business Employee or any dependent or beneficiary thereof has any present or future right to benefits, but excluding those plans, programs, arrangements or agreements that are maintained by a Governmental Entity.

"**Bravo Assets**" means those certain assets defined as the "Purchased Assets" in the Asset Purchase Agreement dated July 28, 2022, by and among Sungard L.P. and its Affiliates defined therein as the "Sellers" and 365 SG Operating Company LLC, defined therein as the "Buyer".

"**Business Day**" means a day other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Law to close.

"**Business Employees**" means those individuals exclusively employed in providing services to the Sellers in the operation of the Business.

"**Canada Pension Plan**" means the Canadian government sponsored pension plan established under an Act to establish a comprehensive program of old age pensions and supplementary benefits in Canada payable to and in respect of contributors (Canada).

"**Closing Date**" means the date of the Closing.

"**COBRA**" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Competition Act**" means the Competition Act (Canada), and the regulations thereunder.

"**DIP Financing Order**" means the Final Order (I) Authorizing the Sellers to Obtain Postpetition Financing, (II) Authorizing the Sellers to Use Cash Collateral, (III) Authorizing the Sellers 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 [Docket No. 220].

"**Eagle Assets**" means the assets of Sungard AS and its Affiliates used in the operation of their recovery services business and that are not "Purchased Assets" as defined in this Agreement or Bravo Assets.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended and the rules and regulations promulgated thereunder.

"**ERISA Affiliate**" means any trade or business that is, or was at any relevant time, treated as a single employer with any Seller under Section 414 of the Code or Section 4001 of ERISA.

"**ETA**" means the *Excise Tax Act* (Canada).

"**ETA Tax**" means the taxes imposed under Part IX of the ETA and sales, use or value-added tax legislation enacted by any Canadian province.

"**Governmental Entity**" means (i) any supranational, national, federal, state, provincial, county, municipal, local, or foreign government or any entity exercising executive, legislative, judicial, regulatory, taxing, or administrative functions of or pertaining to government, (ii) any public international governmental organization or (iii) any agency, division, bureau, department, commission, board, arbitral or other tribunal, branch or other political subdivision of any government, entity or organization described in the foregoing clause (i) or (ii) of this definition (including patent and trademark offices and self-regulatory organizations).

"**Intellectual Property**" means all U.S. and Canadian intellectual property rights, including all trademarks, service marks, trade names, mask works, inventions, patents, trade secrets, copyrights, know-how or any other similar type of proprietary intellectual property right and all applications for, and registrations of, any of the foregoing.

"**Knowledge of Sellers**," "**Sellers' Knowledge**" or any other similar knowledge qualification in this Agreement means to the actual knowledge of Michael K. Robinson, Terrence James Anderson and James Paterson.

"**Law**" means any law (including common law), statute, requirement, code, rule, regulation, order, ordinance, judgment or decree or other pronouncement of any Governmental Entity.

"**Lien**" means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest or encumbrance in respect of such property or asset.

"**Material Adverse Effect**" means a material adverse effect on the business, assets or financial condition of the Purchased Assets and Assumed Liabilities, taken as a whole, excluding any such effect to the extent resulting from or arising in connection with (i) the transactions contemplated hereby or the announcement thereof, (ii) changes or conditions affecting the industries generally in which any Seller operates, (iii) changes in economic, regulatory or political conditions generally or (iv) changes resulting from the Chapter 11 Cases or the Canadian Proceeding; *provided*, *however*, in the case of subsections (ii) and (iii), such changes or conditions may be taken into account in determining whether there has been or is a Material Adverse Effect to the extent such changes have a disproportionate effect on the Purchased Assets and Assumed Liabilities relative to other businesses operating in the industry in which the Business operates.

"**Permitted Liens**" means, with respect to the Purchased Assets, (i) Liens for Taxes not yet due or delinquent or being contested in good faith by appropriate proceedings, (ii) statutory or common law liens (including statutory or common law liens of landlords) and rights of set-off of carriers, warehousemen, mechanics, repairmen, workmen, suppliers and materialmen, in each case, incurred in the ordinary course of business (A) for amounts not yet overdue, (B) for amounts that are overdue and that are being contested in good faith or (C) for amounts as to which payment and enforcement is stayed under the Bankruptcy Code or pursuant to orders of the Bankruptcy Court, (iii) liens securing rental payments under capitalized lease obligations, (iv) restrictions or requirements set forth in any permits relating to the Business, (v) Liens caused by or resulting from the acts or omissions of the Buyer or any of its Affiliates, employees, officers, directors, agents, contractors, invitees or licensees, (vi) Liens arising by operation of Law under Article 2 of any state's Uniform Commercial Code (or successor statute) in favor of a seller of goods or buyer of goods, (vii) Liens extinguished by the Sale Order or the Recognition Order, and (vii) licenses or other grants of rights to use or obligations with respect to Seller Intellectual Property.

"**Person**" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"**Quebec Pension Plan"** means the government sponsored pension plan established under the Act Respecting the Québec Pension Plan (Québec).

"**Recognition Order**" means the order of the Canadian Court entered in the Canadian Proceeding recognizing the Sale Order.

"**Sale Hearing**" means the hearing conducted by the Bankruptcy Court to consider approval of the transactions contemplated by this Agreement.

"**Seller Intellectual Property**" means (i) all Intellectual Property owned or purported to be owned by any Seller and (ii) to the extent transferable, any Intellectual Property that is licensed or purported to be licensed to any of the Sellers, in each case, used or held for use exclusively in the Business, other than Intellectual Property that is an Excluded Asset.

"**Tax**" or "**Taxes**" means (i) any federal, provincial, state, local, or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar, including Canada Pension Plan and Quebec Pension Plan), unemployment, disability, real property, personal property, sales (including all ETA Tax), use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax or other similar charge of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner (including, but not limited to, withholding on amounts paid to or by any Person), including any interest, penalty, or addition thereto, whether disputed or not, or (ii) liability for the payment of any amounts of the type described in (i) as a result of being party to any agreement or any express or implied obligation to indemnify any other Person.

"**Tax Act**" means the *Income Tax Act* (Canada) and the regulations thereunder.

"**Taxing Authority**" means any Governmental Entity responsible for the imposition of any Tax (domestic or foreign).

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	**Section**
Agreement	Preamble
Allocation Statement	2.06(b)
Assignment and Assumption Agreement	2.08(a)(ii)
Assumed Liabilities	2.03
Avoidance Actions	2.02(g)
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Bidding Procedures	7.04(c)
Bidding Procedures Order	7.04(c)
Bill of Sale	2.08(a)(i)
Business	Recitals
Buyer	Preamble
Buyer Plan	9.01(b)
Canadian Court	Recitals
Canadian Proceeding	Recitals
Canadian Purchased Assets	2.05(c)
CCAA	Recitals
Chapter 11 Cases	Recitals
Chapter 11 Contracts	2.01(c)
Closing	2.07
Cure Costs	2.05(a)
Designation Deadline	2.05(f)
Disclosure Schedules	Article 3
Excluded Assets	2.02
Excluded Contracts	2.02(c)
Excluded Liabilities	2.04

Financing	4.05
Intellectual Property Assignment Agreements	2.08(a)(iii)
Licenses	2.01(d)
Master Services Agreement	2.08(a)
Outside Date	12.01(b)
Petition Date	Recitals
Post-Petition Contracts	2.01(c)
Purchased Assets	2.01
Purchased Contracts	2.01(c)
Purchase Price	2.06
Real Property	3.11
Remaining Business	7.03
Remaining Buyer(s)	7.03
Sale Order	7.04(a)
Sellers	Preamble
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Shared Service Providers	7.03
Sungard AS	Recitals
Sungard AS Canada	Recitals
Sungard AS's Allocation Notice	2.06(b)
Sungard L.P.	Preamble
Transferred Employee	9.01(a)
Transfer Taxes	8.01(b)
Transition Services Agreement	2.08(a)

ARTICLE 2
PURCHASE AND SALE

SECTION 2.01 *Purchase and Sale*. Except as otherwise provided below, upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase from the Sellers and each Seller agrees to sell, convey, transfer, assign and deliver, or cause to be sold, conveyed, transferred, assigned and delivered, to Buyer at the Closing, free and clear of all Liens and claims, other than Assumed Liabilities and Permitted Liens, all of such Seller's right, title and interest in, to and under the assets, properties and business, of every kind and description, owned, held or used exclusively in the conduct of the Business by Sellers as the same shall exist on the Closing Date, as listed on Schedule 2.01 (collectively, the "**Purchased Assets**"), including all right, title and interest of Sellers in, to and under the following Purchased Assets to the extent owned, held or used exclusively in the conduct of the Business:

(a) all personal property and interests therein including all equipment, machinery, appliances, gear, computers and computer-related hardware, network and internet and information technology systems-related equipment and all other tangible personal property located in Sellers' data centers or offices that is (i) owned, held or used exclusively in the conduct of the Business and is transferable or (ii) paid for and deployed, but not yet in operational use in the Business, in each case as listed on Schedule 2.01(a);

(b) all supplies and other inventories to which the Sellers have title that are in the possession of Sellers or their Affiliates (including at any data center, office or otherwise) or any third party and used for or held for use exclusively in connection with any Purchased Asset;

(c) all rights transferable under contracts, agreements, leases, licenses, commitments, sales and orders, of any Seller, in each case executed after the Petition Date (collectively, the "**Post-Petition Contracts**") and all transferable executory contracts, including all customer and supplier contracts related to the operation of the Business and all carrier contracts that are supporting the revenue generated by the Business and equipment leases of any Seller (collectively, the "**Chapter 11 Contracts**"; together with Post-Petition Contracts, the "**Purchased Contracts**") listed on Schedule 2.01(c); to be assumed by the Buyer pursuant to Section 365 of the Bankruptcy Code;

(d) all transferable licenses, permits or other governmental authorizations of any Seller relating exclusively to the Purchased Assets (the "**Licenses**");

(e) all accounts, notes and other receivables outstanding as of the Closing related to the Purchased Contracts that are for services to be performed on or after the Closing;

(f) all Seller Intellectual Property, including the items listed on Schedule 2.01(f) and all of the Sellers' rights therein, including all rights to sue for and recover and retain damages for present and past infringement thereof;

(g) copies of the books, records, files and papers listed on Schedule 2.01(g), whether in hard copy or electronic format, relating to the Purchased Assets;

(h) all goodwill associated with the Business, Purchased Assets and Assumed Liabilities;

(i) all insurance proceeds, condemnation awards or other compensation in respect of loss or damage to any of the Purchased Assets to the extent occurring between the date hereof and the Closing Date, and all rights and claims of the Sellers to any such insurance proceeds, condemnation awards or other compensation not paid by the Closing, but excluding any insurance proceeds used for repair of casualty; and

(j) all rights under non-disclosure or confidentiality, invention and Intellectual Property assignment covenants executed for the benefit of the Sellers with current or former Business Employees, consultants or contractors of the Sellers or with third parties, in each case solely to the extent related to the Purchased Assets.

SECTION 2.02 *Excluded Assets*. The Buyer expressly understands and agrees that the following assets and properties of Sellers (the "**Excluded Assets**") shall be excluded from the Purchased Assets:

(a) all of Sellers' and their Affiliates' cash and cash equivalents on hand (including all undeposited checks) and in banks;

(b) insurance policies of Sellers and their Affiliates and claims, credits, causes of action or rights thereunder;

(c) all rights and obligations under the contracts, agreements, leases, licenses, commitments, sales and purchase orders and other instruments of Sellers and their Affiliates that are not Purchased Contracts (collectively, the "**Excluded Contracts**");

(d) all of the books, records, files and papers, whether in hard copy or electronic format, not listed on Schedule 2.01(g);

(e) all rights of Sellers arising under this Agreement, the Ancillary Agreements or the transactions contemplated hereby or thereby;

(f) any Purchased Asset sold or otherwise disposed pursuant to Section 5.01(b) prior to the Closing Date;

(g) (i) all avoidance claims or causes of action available to the Sellers under Chapter 5 of the Bankruptcy Code (including Sections 544, 545, 547, 548, 549, 550 and 553) or any similar actions under any other applicable Law (collectively, "**Avoidance Actions**") against any Person; *provided, however*, that it is understood and agreed by the parties that the Sellers will not pursue, cause to be pursued, or, if transferred or conveyed to a third party, Sellers shall require that the recipient thereof is prohibited from pursuing, any Avoidance Actions and (ii) any proceeds of any settlement from and after the date hereof through the Closing of any claims, counterclaims, rights of offset or other causes of action of any of the Sellers against any Person;

(h) all receivables, claims or causes of action that relate to any of the Excluded Assets or Excluded Liabilities;

(i) all Benefit Plans and any assets, trust agreements, insurance policies, administrative services agreements and other contracts, files and records in respect thereof; and

(j) any asset owned by the Sellers that is not a Purchased Asset, including, for the avoidance of doubt, any and all Bravo Assets, Eagle Assets and causes of action relating to the Committee's Challenge rights under the DIP Financing Order and any commercial tort claims that do not relate to Purchased Assets.

SECTION 2.03 *Assumed Liabilities*. Upon the terms and subject to the conditions of this Agreement, Buyer agrees, effective at the time of the Closing, to assume the following liabilities and obligations and agrees to pay, perform and discharge, when due, in accordance with their respective terms all of the liabilities and obligations (of any nature or kind, and whether based in common Law or statute or arising under written contract or otherwise, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, real or potential) of the Sellers with respect to, arising out of or relating to the following (the "**Assumed Liabilities**"):

(a) all liabilities and obligations of each Seller arising under Purchased Contracts and Licenses (including all Cure Costs) from and after the Closing;

(b) all liabilities in respect of customers, including all customer claims against any Seller in connection with, and to the extent relating to, the Business, whether known or unknown, arising from and after the Closing;

(c) all liabilities and obligations assumed by, or allocated to, Buyer pursuant to Section 8.01 and Article 8 hereof;

(d) the ownership, possession or use of the Purchased Assets and the operation of the Business, in each case, from and after the Closing;

(e) all accounts payable, accrued expenses and other trade obligations arising in the ordinary course of the Business in respect of the Purchased Assets incurred from and after the Closing;

(f) all liabilities with respect to the Transferred Employees to the extent arising at or after the Closing or assumed by or allocated to the Buyer pursuant to Article 9 hereof; and

(g) any and all liabilities, obligations and commitments with respect to Taxes (i) imposed with respect to, arising out of, or relating to the Business, the Purchased Assets, and the Assumed Liabilities from and after the Closing or Transfer Taxes, (ii) of the Buyer or (iii) for which the Buyer is liable under this Agreement or any Ancillary Agreement.

For the avoidance of doubt, nothing in this Section 2.03 or Section 2.05 shall prevent the Buyer, after the date hereof and until the Closing, from negotiating or otherwise entering into a mutual agreement to reduce the amount of any Assumed Liability (including Cure Costs under any Purchased Contract) directly with the Person to which such liability or obligation is owed; *provided, however*, that Buyer shall provide Sellers with reasonable advance notice of, and shall include representatives of Sellers in, any such negotiation and any related communications with such Persons.

SECTION 2.04 *Excluded Liabilities*. Notwithstanding any provision in this Agreement or any other writing to the contrary, Buyer is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of any Seller of whatever nature, whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained by and remain obligations and liabilities of Sellers (all such liabilities and obligations not being assumed being herein referred to as the "**Excluded Liabilities**").

SECTION 2.05 *Assignment of Contracts and Rights*.

(a) Schedule 2.01(c) sets forth with respect to each Purchased Contract, the Sellers' good-faith estimate of the amount required to be paid with respect to each Purchased Contract to cure all monetary defaults under such contract to the extent required by Section 365(b) of the Bankruptcy Code and otherwise satisfy all requirements imposed by Section 365(d) of the Bankruptcy Code (the actual amount of such costs, the "**Cure Costs**"). The Buyer may identify any Purchased Contract that the Buyer no longer desires to have assigned to it in accordance with Section 2.05(f). All contracts of Sellers that are not listed on Schedule 2.01(c) shall not be considered a Purchased Contract or Purchased Asset.

(b) Prior to the Sale Hearing, the Sellers shall take all actions reasonably required to assume and assign the Purchased Contracts to the Buyer, including commencing appropriate proceedings before the Bankruptcy Court or the Canadian Court, as applicable, and otherwise taking all reasonably necessary actions in order to determine the Cure Costs with respect to any Purchased Contract entered into prior to the Petition Date, including the right (subject to Section 5.01) to negotiate in good faith and litigate, if necessary, with any contract counterparty the Cure Costs needed to cure all monetary defaults under such Purchased Contract. If the Sellers, the Buyer, and the counterparty to a Purchased Contract are unable to reach mutual agreement regarding any dispute with respect to Cure Costs, the Sellers shall seek a hearing before the Bankruptcy Court, which hearing may be the Sale Hearing, to determine Cure Costs. Notwithstanding the foregoing, if the Bankruptcy Court allows a Cure Cost in excess of the amount listed on Schedule 2.01(c), then Buyer shall be entitled, in its sole discretion, to re-designate the contract as an Excluded Contract (including, notwithstanding Section 2.05(f), if the Designation Deadline shall have passed).

(c) To the maximum extent permitted by the Bankruptcy Code or the CCAA (solely in respect of Sungard AS Canada and any of the Canadian Purchased Assets (collectively, the "**Canadian Purchased Assets**")) and subject to the other provisions of this Section 2.05, on the Closing Date, the Sellers shall assign to the Buyer the Purchased Contracts pursuant to Section 365 of the Bankruptcy Code and the Sale Order, subject to the provision of adequate assurance by the Buyer as may be required under Section 365 of the Bankruptcy Code and payment by the Buyer of the Cure Costs in respect of the Purchased Contracts. All Cure Costs in respect of all of the Purchased Contracts shall promptly (including following the Closing to the extent the Cure Costs are not paid at the Closing) be paid by the Buyer.

(d) To the maximum extent permitted by the Bankruptcy Code or the CCAA (solely in respect of Sungard AS Canada and the Canadian Purchased Assets) and subject to the other provisions of this Section 2.05, the Sellers shall transfer and assign all of the Purchased Contracts to the Buyer and the Buyer shall assume all of the Purchased Contracts from the Sellers, as of the Closing Date, pursuant to Sections 363 and 365 of the Bankruptcy Code. Notwithstanding any other provision of this Agreement or in any Ancillary Agreement to the contrary, this Agreement shall not constitute an agreement to assign any contract or any right thereunder if an attempted assignment without the consent of a third party, which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code and the Recognition Order and the CCAA, as applicable), would constitute a breach or in any way adversely affect the rights of the Buyer or the Sellers thereunder.

(e) Notwithstanding anything in this Agreement to the contrary, to the extent that the sale, transfer, assignment, conveyance or delivery or attempted sale, transfer, assignment, conveyance or delivery to the Buyer of any asset that would be a Purchased Asset or any claim or right or any benefit arising thereunder or resulting therefrom is prohibited by any applicable Law or would require any consent from any Governmental Entity or any other third party and such consents shall not have been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code and the Recognition Order and the CCAA, as applicable), the Closing shall proceed without any reduction in Purchase Price without the sale, transfer, assignment, conveyance or delivery of such asset. In the event that any failed condition is waived and the Closing proceeds without the transfer or assignment of any such asset, then for a period of three

months following the Closing, the Buyer shall use its commercially reasonable efforts at its sole expense and subject to any approval of the Bankruptcy Court or Canadian Court that may be required, and the Sellers shall use commercially reasonable efforts to cooperate with the Buyer, to obtain such consent as promptly as practicable following the Closing. Pending the receipt of such consent, for such three-month period following the Closing, the parties shall, at the Buyer's sole expense and subject to any approval of the Bankruptcy Court or Canadian Court that may be required, reasonably cooperate with each other to provide the Buyer with all of the benefits and burdens of use of such asset. If consent for the sale, transfer, assignment, conveyance or delivery of any such asset not sold, transferred, assigned, conveyed or delivered at the Closing is obtained, the Sellers shall promptly transfer, assign, convey and deliver such asset to the Buyer. For such three-month period following the Closing, the Sellers shall hold in trust for, and pay to the Buyer, promptly upon receipt thereof, all income, proceeds and other monies received by the Sellers derived from their use of any asset that would be a Purchased Asset in connection with the arrangements under this Section 2.05(e). The parties agree to treat any asset the benefits of which are transferred pursuant to this Section 2.05(e) as having been sold to Buyer for Tax purposes to the extent permitted by Law. The Buyer shall indemnify and hold harmless the applicable Seller for any Taxes imposed on such Seller or any of its Affiliates with respect to any such Purchased Asset for any tax period or portion thereof beginning on or after the Closing Date.

(f) Notwithstanding anything in this Agreement to the contrary, the Buyer may, in its sole and absolute discretion, amend or revise Schedule 2.01(c) setting forth the Purchased Contracts in order to add any contract to, or eliminate any contract from, such Schedule in each case at any time during the period commencing from the date hereof and ending on the date that is five (5) Business Days before the commencement of the Sale Hearing (the "**Designation Deadline**"). Automatically upon the addition of any contract to Schedule 2.01(c), on or prior to the Designation Deadline, such contract shall be a Purchased Contract for all purposes of this Agreement. Automatically upon the removal of any contract from Schedule 2.01(c), on or prior to the Designation Deadline, such contract shall be an Excluded Contract for all purposes of this Agreement, and no liabilities arising thereunder shall be assumed or borne by the Buyer unless such liability is otherwise specifically assumed pursuant to Section 2.03. After entry of the Sale Order by the Bankruptcy Court, Sellers may file one or more motions with the Bankruptcy Court seeking approval under Section 365 of the Bankruptcy Code to reject any or all Excluded Contracts and, where applicable, may file corresponding motions with the Canadian Court recognizing, and giving force and effect in Canada to, any such approvals.

SECTION 2.06 *Purchase Price; Allocation of Purchase Price*.

(a) In consideration for the Purchased Assets, the Buyer shall, in addition to the assumption of the Assumed Liabilities, including the assumption of the obligation to pay the counterparties of the applicable Purchased Contracts the Cure Costs payable by the Buyer pursuant to Section 2.05, pay to Sungard AS at the Closing an amount equal to $1.00 in cash (the "**Purchase Price**").

(b) Within ninety (90) days after the Closing, the Buyer shall deliver to Sungard AS a proposed allocation of the Purchase Price (and other amounts treated as additional consideration for U.S. federal income Tax purposes) as of the Closing Date among the Purchased Assets determined on a Seller-by-Seller basis in a manner consistent with Section 1060 of the Code

and the Treasury Regulations promulgated thereunder ("**Allocation Statement**"). If Sungard AS disagrees with the Allocation Statement, Sungard AS may, within thirty (30) days after delivery of the Allocation Statement, deliver a notice (the "**Sungard AS's Allocation Notice**") to the Buyer to such effect, specifying those items as to which Sungard AS disagrees, the basis for such disagreement, and setting forth Sungard AS's proposed allocation of the Purchase Price (and other amounts treated as additional consideration for U.S. federal income Tax purposes) and file its Tax returns (and Tax returns of its Affiliates) using alternative allocations of its choosing. If the Sungard AS's Allocation Notice is duly and timely delivered, Sungard AS and the Buyer shall, during the twenty (20) days immediately following such delivery, use commercially reasonable efforts to reach agreement on the disputed items or amounts in order to determine the allocation of the Purchase Price (and other amounts treated as additional consideration for U.S. federal income Tax purposes). In the event the parties are unable to resolve any such dispute within such twenty (20) day period, neither the Buyer nor the Sellers will be bound by the Allocation Statement, and each of the parties may independently determine its own allocation of the Purchase Price for income Tax purposes and file its Tax returns (and Tax returns of its Affiliates) using alternative allocations of its choosing. With respect to Sungard AS Canada and the Canadian Purchased Assets, the Purchase Price shall be allocated among the Canadian Purchased Assets in a manner entirely consistent with Schedule 2.06(b). The Buyer and Sungard AS Canada shall each report an allocation of the Purchase Price among the Canadian Purchased Assets in a manner consistent with Schedule 2.06(b) and shall file all tax returns (including amended returns and claims for refunds) and elections required under the Tax Act or equivalent provincial Law in a manner consistent with such allocation.

SECTION 2.07 *Closing*. The closing (the "**Closing**") of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities hereunder shall take place at the offices of Akin, Gump, Strauss, Hauer & Feld LLP, One Bryant Park, New York, New York 10036, as soon as possible, but in no event later than two (2) Business Days, after satisfaction or waiver (except for such conditions that, by their nature, are to be satisfied at the Closing, but subject to the satisfaction or (if permissible) waiver thereof at the Closing) of the conditions set forth in Article 10, or at such other time, date or place (which may be virtual) as the Buyer and Sungard AS may mutually agree.

SECTION 2.08 *Deliveries at the Closing.*

(a) At the Closing, the Sellers shall deliver to the Buyer:

i. the bill of sale transferring the Purchased Assets to the Buyer substantially in the form of Exhibit B attached hereto (the "**Bill of Sale**"), duly executed by the Sellers;

ii. the assignment and assumption agreement to be entered into between the Sellers and the Buyer substantially in the form of Exhibit C attached hereto (the "**Assignment and Assumption Agreement**");

iii. assignments of the Seller Intellectual Property, substantially in the forms of Exhibit D attached hereto (the "**Intellectual Property Assignment Agreements**"), duly executed by the Sellers;

iv. the transition services agreements to be entered into between the Sellers, certain Persons that acquire the Bravo Assets, the Eagle Assets or any other of the Sellers' or their Affiliates' assets (including through a plan of reorganization) and the Buyer, in a form mutually agreeable to the Buyer and the Sellers for purposes of this Agreement and the transactions contemplated hereby (collectively, the "**Transition Services Agreements**"), duly executed by the Sellers and such other Persons;

v. a mutually agreeable master services agreement to be entered into between the Buyer or one of its Affiliates and such Person that acquires from the Sellers or their Affiliates the Bravo Assets, the Eagle Assets or any other of the Sellers' or their Affiliates' assets previously operated by the Sellers or their Affiliates, in a form mutually agreeable to the Buyer and the Sellers (the "**Master Services Agreement**");

vi. an IRS Form W-9 (or, with respect to Sungard AS Canada, an IRS Form W-8), duly executed by each Seller.

(b) At the Closing, the Buyer shall deliver to the Sellers:

i. an amount equal to the Purchase Price by wire transfer of immediately available funds to an account or accounts designated by Sungard AS;

ii. the Assignment and Assumption Agreement, duly executed by the Buyer;

iii. the Bill of Sale, duly executed by the Buyer;

iv. each Intellectual Property Assignment Agreement, duly executed by the Buyer;

v. the Transition Services Agreements, duly executed by the Buyer; and

vi. the Master Services Agreement, duly executed by the Buyer.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as disclosed on the disclosure schedules delivered by the Sellers to the Buyer relating to this Agreement (the "**Disclosure Schedules**"), each Seller represents and warrants to the Buyer solely with respect to the Business, the Purchased Assets and the Assumed Liabilities as follows:

SECTION 3.01 *Corporate Existence and Power*. Each Seller is duly formed, validly existing and in good standing under the Laws of its jurisdiction of formation and has all powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on the Business as now conducted.

SECTION 3.02 *Corporate Authorization*. Subject to the applicable provisions of the Bankruptcy Code and the Bankruptcy Court's entry of the Sale Order and the CCAA (solely in respect of Sungard AS Canada and any of the Canadian Purchased Assets) and the Canadian Court's entry of the Recognition Order, the execution, delivery and performance by the Sellers of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby are within the Sellers' powers and authorities and have been duly authorized by all necessary action on the part of each Seller. On the date which the (a) in respect of all of the Sellers other than Sungard AS Canada, the Sale Order is entered and (b) in respect of Sungard AS Canada, on the date which the Recognition Order is entered, this Agreement and the Ancillary Agreements will constitute valid and binding agreements of the Sellers (assuming the due authorization, execution and delivery of this Agreement and the Ancillary Agreements by the Buyer).

SECTION 3.03 *Governmental Authorization*. Except as disclosed in Schedule 3.03 of the Disclosure Schedules, the execution, delivery and performance by the Sellers of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with, any Governmental Entity, agency or official other than (a) consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court and the Canadian Court, and (b) any such action or filing as to which the failure to make or obtain would not have a Material Adverse Effect.

SECTION 3.04 *Competition Act*. Neither the aggregate value of the Purchased Assets in Canada nor the value of the annual gross revenues from sales in or from Canada generated from those assets, in each case determined in accordance with the Competition Act, exceeds C$93 million.

SECTION 3.05 *Noncontravention*. Subject to the Bankruptcy Court's entry of the Sale Order and the Canadian Court's entry of the Recognition Order, the execution, delivery and performance by the Sellers of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate the organizational documents of any Seller, (b) assuming compliance with the matters referred to in Section 3.03, materially violate any applicable Law, rule, regulation, judgment, injunction, order or decree, (c) except as to matters which would not have or would not reasonably be expected to have a Material Adverse Effect, constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation or to a loss of any benefit relating to any Purchased Asset or Assumed Liability to which any Seller is entitled under any provision of any agreement or other instrument binding upon any Seller except for breaches and defaults referred to in Section 365(b)(2) of the Bankruptcy Code or (d) result in the creation or imposition of any Lien on any Purchased Asset, except for Permitted Liens.

SECTION 3.06 *Required Consents*. Except for consents, approvals or authorizations of, or declarations or filings with the Bankruptcy Court and the Canadian Court, for any Seller, there is no agreement or other instrument binding upon any Seller requiring a consent or other action by any Person as a result of the execution, delivery and performance of this Agreement and the Ancillary Agreements, except such consents or actions as would not, individually or in the aggregate, have a Material Adverse Effect if not received or taken by the Closing Date.

SECTION 3.07 *Absence of Certain Changes*. Except as disclosed in Schedule 3.07 of the Disclosure Schedules, matters arising (i) from the Chapter 11 Cases or authorized by the Bankruptcy Court and (ii) from the Canadian Proceeding or authorized by the Canadian Court, since March 1, 2022, the Business has been conducted in the ordinary course consistent with past practices and there has not been, with respect to the Business or the Purchased Assets:

(a) any event, occurrence or development which has had a Material Adverse Effect;

(b) any creation or other incurrence of any Lien on any Purchased Asset other than Permitted Liens; or

(c) any transaction or commitment made, or any contract or agreement entered into, by the Sellers relating to any Purchased Asset other than transactions and commitments in the ordinary course of business consistent with past practices and those contemplated by this Agreement or any Ancillary Agreement.

SECTION 3.08 *No Undisclosed Material Liabilities*. To the Knowledge of the Sellers there are no Assumed Liabilities, other than:

(a) liabilities under Purchased Contracts and Purchased Licenses (including Cure Costs relating to any Purchased Contract);

(b) liabilities disclosed on Schedule 3.08 of the Disclosure Schedules;

(c) liabilities or obligations relating to individuals employed exclusively in the operation of the Business; and

(d) liabilities which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Purchased Assets.

SECTION 3.09 *Material Contracts*. Except for the Excluded Contracts or contracts disclosed in Schedule 3.09 of the Disclosure Schedules, with respect to the Business, no Seller is a party to or bound by:

(i) any lease (whether of real or personal property) providing for annual rentals of $150,000 or more that cannot be terminated on not more than sixty (60) days' notice without payment by such Seller of any material penalty;

(ii) any agreement for the purchase of materials, supplies, goods, services, equipment or other assets providing for either (A) annual payments by such Seller of $50,000 or more or (B) aggregate payments by such Seller of $50,000 or more, in each case that cannot be terminated on not more than sixty (60) days' notice without payment by the Sellers of any material penalty;

(iii) any sales, distribution or other similar agreement providing for the sale by such Seller of goods, services or other assets that provides for annual payments to such Seller of $50,000 or more;

(iv) any agreement relating to the acquisition or disposition of any material business or assets (whether by merger, sale of stock, sale of assets or otherwise);

(v) any material agreement that limits the freedom of such Seller to compete in any line of business or with any Person or in any area;

(vi) any policy of insurance covering any Seller, the Purchased Assets, the Business or liability, performance or payment thereof;

(vii) any material agreement with or for the benefit of any Affiliate of any Seller; or

(viii) any settlement agreement or similar contract related to the Purchased Assets or Assumed Liabilities arising pursuant to a Purchased Contract that include material obligations outstanding as of the Closing.

SECTION 3.10 *Litigation*. Except as disclosed in Schedule 3.10 of the Disclosure Schedules and other than the Chapter 11 Cases, the Canadian Proceeding and the matters that may arise therein, as of the date hereof, there is no action, suit, investigation or proceeding pending against, or to the Knowledge of Sellers, threatened against or affecting, the Business or the Purchased Assets before any court or arbitrator or any Governmental Entity, agency or official which is reasonably likely to have a Material Adverse Effect or which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement or the Ancillary Agreements.

SECTION 3.11 *Compliance with Laws and Court Orders*. To the Knowledge of Sellers, no Seller is in material violation of any Law, rule, regulation, judgment, injunction, order or decree applicable to the Purchased Assets or the conduct of the Business.

SECTION 3.12 *Properties*. The Sellers have good title to, or in the case of any leased personal property, have valid leasehold interests in, all Purchased Assets.

SECTION 3.13 *Employee Benefit Plans*.

(a) Each material Benefit Plan, with respect to the Business, in effect as of the date hereof is listed on Schedule 3.13(a). With respect to each material Benefit Plan with respect to the Business, the Sellers have provided to the Buyer, a true, correct and complete copy (or, to the extent no such copy exists or the Benefit Plan is not in writing, a written description) thereof and, to the extent applicable, (i) all material documents constituting such Benefit Plan, (ii) any related trust agreements and all other material contracts currently in effect with respect to such Benefit Plan, (iii) discrimination tests for the most recent plan year, (iv) the most recent IRS determination letter, (v) the most recent IRS Form 5500 (including schedules), and (vi) financial statements for the most recent plan year.

(b) The Sellers and their ERISA Affiliates, with respect to the Business, do not maintain, contribute to, or have any obligation to maintain or contribute to, or have any direct or indirect liability, whether contingent or otherwise, with respect to, and within the last six (6) years have not maintained, contributed to or had any direct or indirect liability, whether contingent or

otherwise, with respect to (i) any employee benefit plan subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code, (ii) any "multiemployer plan" (as defined in Section 4001(a)(3) or 3(37) of ERISA), or (iii) any multiple employer plan (as described in Section 413(c) of the Code).

(c) No Benefit Plan related to the Business provides post-termination, post-ownership, or retiree health or welfare benefits to any Business Employee beyond those required by COBRA for which the covered Person pays the full premium cost of coverage or any post-employment benefits continuation required by applicable Law.

(d) To Knowledge of Sellers, each Benefit Plan related to the Business, which is intended to be qualified under Section 401(a) of the Code has received a currently valid favorable determination letter, or has pending or has time remaining in which to timely file an application for such determination, from the Internal Revenue Service, and to the Knowledge of Sellers, there are no facts or circumstances that could reasonably be expected to cause the loss of such qualification.

SECTION 3.14 *Labor Matters.*

(a) No Seller is a party to or bound by any collective bargaining agreement or other labor union contract applicable to their employees, no collective bargaining agreement is currently being negotiated with respect to any of the Sellers' employees, and no Seller employees are represented by a labor union. To the Sellers' knowledge, there is no pending or threatened strike, work stoppage or material labor dispute concerning the Sellers' employees.

(b) Except as would not result in material liability, (i) the Sellers are in material compliance with all applicable Laws relating to labor and employment, including, but not limited to, all Laws relating to the hiring, promotion, and termination of employees; fair employment practices; equal employment opportunities; wages and hours; labor relations; discrimination and harassment; disability; immigration; workers' compensation; and occupational safety and health, and (ii) each of the Sellers' employees has all work permits, immigration permits, visas or other authorizations required by Law for such employee given the duties and nature of such employee's employment.

(c) As of the date hereof, the Sellers have provided the Buyer with a true, complete and correct list of the Business Employees and the independent contractors and consultants who are engaged exclusively by the Business, the Purchased Assets or the Assumed Liabilities, including sales personnel that maintain the customer relationships of the Business and the Purchased Assets, which list contains, as applicable, such individual's employer of record or contracting entity, respective job titles, date of hire or engagement, work location, current base salary, hourly wage rate or fee arrangement, current classification status as an exempt or non-exempt employee or as an independent contractor, visa status (including type of visa) and, if applicable, commission, bonus or any other guaranteed compensation.

SECTION 3.15 *Intellectual Property Matters.*

(a) With respect to the Seller Intellectual Property, except as disclosed in Schedule 3.15 of the Disclosure Schedules, good and valid title is held solely and exclusively by

the Sellers and free and clear of any Liens. The Sellers have not received written notice that any other Person, other than a Seller, claims ownership interest in any material Seller Intellectual Property.

(b) There are no court or adjudicative order to which any of the Sellers are parties that restrict the rights of those Sellers to use any of the material Seller Intellectual Property or permit any other Person to use the material Seller Intellectual Property.

(c) To the Knowledge of Sellers, no Person is materially infringing upon any material Seller Intellectual Property. The Sellers have not brought any action or proceeding alleging that any Person is infringing upon material Seller Intellectual Property.

(d) To the Knowledge of the Sellers, none of the Seller Intellectual Property, the processes performed by the Seller Intellectual Property, and/or use of the Seller Intellectual Property materially infringe upon Intellectual Property of any other Person.

(e) The Sellers have taken commercially reasonable and customary steps to maintain their proprietary rights in the material Seller Intellectual Property, and to preserve the secrecy and confidentiality of all material Seller Intellectual Property that constitutes confidential or proprietary information, and/or trade secrets.

(f) To the Knowledge of the Sellers, no product included in the material Seller Intellectual Property contains any (i) virus, trojan horse, worm, or other software routines or hardware components designed to permit unauthorized access or to disable, erase, or otherwise harm any product or (ii) any back door, time bomb, drop dead device, or other software routine designed to disable a product automatically with the passage of time or under the positive control by unauthorized Person.

SECTION 3.16 *Residency*. Sungard AS Canada is not a "non-resident" of Canada within the meaning of the Tax Act.

SECTION 3.17 *Affiliate Agreements*. No Purchased Asset is presently owned or leased by or to any Affiliate of any Seller. Excluding this Agreement and the Ancillary Agreements, as of the date hereof, other than as set forth on Schedule 3.17 of the Disclosure Schedule, there are no agreements, understandings or proposed transactions (including any intercompany contracts, arrangements, financing agreements or intercompany loans related to the Business) between any Seller and any of its officers, directors or Affiliates that relate to the Purchased Assets.

SECTION 3.18 *Exclusivity of Representations and Warranties*. The representations and warranties made by the Sellers in this Agreement (as qualified by the Disclosure Schedules) and in the Ancillary Agreements are in lieu of and are exclusive of all other representations and warranties, including, without limitation, any implied warranties. The Sellers hereby disclaim any such other or implied representations or warranties, notwithstanding the delivery or disclosure to the Buyer or its officers, directors, employees, agents or representatives of any documentation or other information (including any financial projections or other supplemental data not included in this Agreement).

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to each Seller that:

SECTION 4.01 *Corporate Existence and Power*. Buyer is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware and has all corporate powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted.

SECTION 4.02 *Corporate Authorization*. The execution, delivery and performance by Buyer of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby are within the powers of Buyer and have been duly authorized by all necessary corporate action on the part of Buyer. This Agreement and the Ancillary Agreements constitutes valid and binding agreements of Buyer (assuming the due authorization, execution and delivery of this Agreement and the Ancillary Agreements by the Sellers).

SECTION 4.03 *Governmental Authorization*. The execution, delivery and performance by Buyer of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby require no material action by or in respect of, or material filing with, any Governmental Entity, agency or official.

SECTION 4.04 *Noncontravention*. The execution, delivery and performance by Buyer of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby do not and will not (i) violate the organizational documents of the Buyer, (ii) assuming compliance with the matters referred to in Section 4.03, materially violate any applicable Law, rule, regulation, judgment, injunction, order or decree, (iii) require any consent or other action by any Person under, constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation or to a loss of any benefit to which Buyer is entitled under any provision of any agreement or other instrument binding upon Buyer or (iv) result in the creation or imposition of any material Lien on any asset of Buyer.

SECTION 4.05 *Financing*. Buyer has, or will have prior to the Closing, sufficient funds available to deliver the Purchase Price, including the timely satisfaction of the Assumed Liabilities and payment of cash, if any, to the Sellers, and to otherwise consummate the transactions contemplated by this Agreement.

SECTION 4.06 *Litigation*. There is no action, suit, investigation or proceeding pending against, or to the knowledge of Buyer threatened against or affecting, Buyer before any court or arbitrator or any Governmental Entity, agency or official which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement or the Ancillary Agreements.

SECTION 4.07 *Finders' Fees*. There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Buyer who might be entitled to any fee or commission from Sellers or any of their Affiliates upon consummation of the transactions contemplated by this Agreement or the Ancillary Agreements.

SECTION 4.08 *Inspections; No Other Representations*. Buyer is an informed and sophisticated buyer, and has engaged expert advisors, experienced in the evaluation and purchase of property and assets such as the Purchased Assets as contemplated hereunder. Buyer has undertaken such investigation and has been provided with and has evaluated such documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement. Buyer acknowledges that Sellers have given Buyer complete and open access to the key employees, documents and facilities of the Business. Buyer will undertake prior to Closing such further investigation and request such additional documents and information as it deems necessary. Buyer acknowledges and agrees that the Purchased Assets are sold "as is" and Buyer agrees to accept the Purchased Assets and the Assumed Liabilities in the condition they are in on the Closing Date based on its own inspection, examination and determination with respect to all matters and without reliance upon any express or implied representations or warranties of any nature made by or on behalf of or imputed to Sellers, except, in each case, as expressly set forth in this Agreement (as qualified by the Disclosure Schedules) or in any Ancillary Agreement. Without limiting the generality of the foregoing, Buyer acknowledges that none of the Sellers makes any representation or warranty with respect to (i) any projections (including with respect to any balance sheet), estimates or budgets delivered to or made available to Buyer of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Business or the future business and operations of the Business or (ii) any other information or documents made available to Buyer or its counsel, accountants or advisors with respect to the Business, except, in each case, as expressly set forth in this Agreement (as qualified by the Disclosure Schedules) or in any Ancillary Agreement.

SECTION 4.09 *Sales Tax*. If applicable, Buyer is, or will be prior to the Closing, registered under the ETA and the corresponding provisions of any applicable provincial sales or value-added tax laws, as applicable, with respect to ETA Tax or any applicable similar provincial or retail sales tax, in each case, for Canadian Tax purposes. Buyer has provided, or will provide at the Closing, Sungard AS Canada with its registration numbers for such taxes.

SECTION 4.10 *Not Foreign Person*. Buyer is not a "Foreign Person" as such term is defined at 31 C.F.R § 800.224 and/or 31 C.F.R. § 802.221.

ARTICLE 5
COVENANTS OF SELLERS

SECTION 5.01 *Conduct of the Business*. Except as may be required by the Bankruptcy Code and by the Bankruptcy Court in the Chapter 11 Cases and by the CCAA (solely in respect of Sungard AS Canada and any of the Canadian Purchased Assets) and by the Canadian Court in the Canadian Proceeding, from the date hereof until the Closing Date, Sellers shall use commercially reasonable efforts to (a) conduct the Business in the ordinary course consistent with past practice over the last six months' time, (b) preserve intact the business organizations and material relationships with third parties and (c) keep available the services of the present employees of the Business in the ordinary course consistent with past practice over the last six months' time. Without limiting the generality of the foregoing, from the date hereof until the Closing Date, except as disclosed on Schedule 5.01, Sellers will not, with respect to the Business:

(a) acquire a material amount of assets from any other Person;

(b) sell, lease, license or otherwise dispose of any Purchased Assets except (i) otherwise in the ordinary course consistent with past practices or (ii) pursuant to Sections 363 or 365 of the Bankruptcy Code;

(c) agree or commit to do any of the foregoing;

(d) take any action that would reasonably be expected to cause the failure of the conditions contained in Section 10.02(b); or

(e) take any action that would be required to be disclosed in Schedule 3.07 of the Disclosure Schedules if taken prior to the date hereof or would reasonably be expected to have a material and adverse effect on the Purchased Assets as a whole.

SECTION 5.02 *Access to Information.* From the date hereof until the Closing Date, each Seller will, and will cause its Affiliates, as applicable, to (i) give Buyer, its counsel, financial advisors, auditors and other authorized representatives reasonable access to the offices, properties, employees, books and records of such Seller or its Affiliates relating to the Business, and (ii) furnish to Buyer, its counsel, financial advisors, auditors and other authorized representatives such financial and operating data and other information relating to the Business as such Persons may reasonably request; provided, however, that such access shall be coordinated through persons as may be designated in writing by the Sellers for such purpose. Any investigation pursuant to this Section shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of Sellers. Notwithstanding the foregoing, Buyer shall not have the right to conduct any invasive testing (including digging, installing wells, pumping groundwater or removing soil) with respect to the Purchased Assets, nor shall Buyer have access to personnel records of any Seller relating to individual performance or evaluation records, medical histories or other information which, in the good faith determination of such Seller, the disclosure of which would subject such Seller to material risk of liability or would violate applicable Law.

SECTION 5.03 *Notices of Certain Events*. Sellers shall promptly notify Buyer of:

(a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(b) any notice or other communication from any governmental or regulatory agency or authority in connection with the transactions contemplated by this Agreement;

(c) any actions, suits, claims, proceedings or, to the Sellers' Knowledge, investigations commenced relating to Sellers or the Business that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3.10; and

(d) any action, event, facts or circumstances that would reasonably be expected to cause the failure of the conditions contained in Section 10.02(b).

ARTICLE 6
COVENANTS OF BUYER

SECTION 6.01 *Access*. On and after the Closing Date, Buyer will afford promptly to Sellers and their agents and successors reasonable access to its properties, books, records, employees and auditors to the extent necessary to permit Sellers to determine any matter relating to its rights and obligations hereunder or any other reasonable business purpose related to the Excluded Liabilities; provided that any such access by Sellers shall not unreasonably interfere with the conduct of the business of Buyer; provided, however, that such access shall be coordinated through persons as may be designated in writing by the Buyer for such purpose. Any investigation pursuant to this Section shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of the Buyer. Notwithstanding the foregoing, Sellers shall not have the right to conduct any invasive testing (including digging, installing wells, pumping groundwater or removing soil) with respect to the Purchased Assets, nor shall Sellers have access to personnel records of any Transferred Employee relating to individual performance or evaluation records, medical histories or other information which, in the good faith determination of Buyer, the disclosure of which would subject the Buyer or its Affiliates to material risk of liability or would violate applicable Law. Sellers will hold, and will direct and use its best efforts to cause its officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of Law, all documents and information concerning Buyer, its Affiliates, the Purchased Assets, the Assumed Liabilities or the Business provided to them pursuant to this Section.

ARTICLE 7
COVENANTS OF BUYER AND SELLERS

SECTION 7.01 *Reasonable Efforts; Further Assurances.* Subject to the terms and conditions of this Agreement, Buyer and Sellers will use their commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable Laws and regulations to consummate the transactions contemplated by this Agreement and the Ancillary Agreements. Sellers and Buyer agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement and the Ancillary Agreements and to vest in Buyer good title to the Purchased Assets, *provided, however*, that neither Sellers nor the Buyer are obligated to incur any material cost or expense or initiate or join in any litigation in order to meet the obligations under this Section 7.01.

SECTION 7.02 *Certain Filings*. Sellers and Buyer shall cooperate with one another (a) in determining whether any action by or in respect of, or filing with, any Governmental Entity is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any material contracts, in connection with the consummation of the transactions contemplated by this Agreement and (b) in taking such actions or making any such filings, furnishing information required in connection therewith and seeking timely to obtain any such actions, consents, approvals or waivers.

SECTION 7.03 *Transition Services Agreement*. Sellers and Buyer shall cooperate with one another and with the purchaser(s) of the Bravo Assets and the Eagle Assets in which the Business is currently operated (the "**Remaining Business**" and, such purchaser(s), the "**Remaining Buyer(s)**") to facilitate the entry by Buyer and the Remaining Buyer(s) into the Transition Services Agreements, to enable Buyer to maintain and support the Business, the Purchased Assets and the Assumed Liabilities at Sellers' or its Affiliates' colocation facilities. The Transition Services Agreement shall provide for, among other things, the allocation of shared resources used by the Sellers' or its Affiliates' in support of both the Business, the Purchased Assets or the Assumed Liabilities, on the one hand, and the Remaining Business, on the other hand, including the allocation of personnel (the "**Shared Service Providers**") and support of customer and supplier contracts (the "**Shared Contracts**") that are performed or otherwise benefit both the Business, the Purchased Assets or the Assumed Liabilities, on the one hand, and the Remaining Business, on the other hand, in each case, as set forth on Schedule 7.03. Sellers shall cooperate with Buyer and the Remaining Buyer(s) prior to Closing to identify the Shared Service Providers and the Shared Contracts, including any Cure Costs associated therewith that is allocable to the Business and the Remaining Business.

SECTION 7.04 *Public Announcements*. Except for filings effectuated by the Sellers in connection with the Chapter 11 Cases or the Canadian Proceeding, the parties agree to consult with each other before issuing any press release or making any public statement with respect to this Agreement or the transactions contemplated hereby and, except for any press releases and public statements the making of which may be required by applicable Law (including the Bankruptcy Code and the CCAA) or any listing agreement with any national securities exchange, will not issue any such press release or make any such public statement without the prior written consent of the other (such consent not to be unreasonably withheld, conditioned or delayed).

SECTION 7.05 *Bankruptcy Court Approval*.

(a) The Sellers and the Buyer shall each use their commercially reasonable efforts, and shall cooperate, assist and consult with each other, to secure (a) the entry of an order of the Bankruptcy Court (the "**Sale Order**") in substantially the form of Exhibit E approving this Agreement and authorizing the transactions contemplated hereby and (b) the entry of the Recognition Order by the Canadian Court. The Sellers and the Buyer shall consult with one another regarding pleadings which any of them intend to file, or positions any of them intend to take, with the Bankruptcy Court or the Canadian Court in connection with or which might reasonably affect, the Bankruptcy Court's entry of the Sale Order, or the Canadian Court's entry of the Recognition Order, as applicable. The Sellers shall use commercially reasonable efforts to provide Buyer and its counsel with draft copies of all notices and filings to be submitted by the Sellers to the Bankruptcy Court or the Canadian Court pertaining to the proposed Sale Order or Recognition Order, as applicable.

(b) The Sellers shall seek entry of the Sale Order by the Bankruptcy Court to approve this Agreement and authorize the transactions contemplated hereby without conducting an auction as contemplated in the bidding procedures (the "**Bidding Procedures**") attached as an exhibit to the order of the Bankruptcy Court approving the Bidding Procedures (the "**Bidding Procedures Order**").

(c) If the Sale Order or Recognition Order or any other orders of the Bankruptcy Court or Canadian Court relating to this Agreement or the transactions contemplated hereby shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing, re-argument, reversal or leave to appeal shall be filed with respect to the Sale Order, Recognition Order or other such order), Sellers and Buyer will, at the sole cost and expense of Buyer, cooperate in taking such steps diligently to defend such appeal, petition or motion and shall seek an expedited resolution of any such appeal, petition or motion, *provided, however*, Sellers' obligations in regard to such appeal, petition or motion are subject to Section 7.07.

SECTION 7.06 *Notices*. If at any time (a) Buyer becomes aware of any material breach by any Seller of any representation, warranty, covenant or agreement contained herein and such breach is capable of being cured by any Seller, or (b) any Seller becomes aware of any breach by Buyer of any representation, warranty, covenant or agreement contained herein and such breach is capable of being cured by Buyer, the party becoming aware of such breach shall promptly notify the other parties, in accordance with Section 13.01, of such breach. Upon such notice of breach, the breaching party shall have fourteen (14) days to cure such breach prior to the exercise of any remedies in connection therewith.

SECTION 7.07 *Communications with Customers and Suppliers*. Prior to the Closing, the Buyer shall not, and shall cause its Affiliates and representatives not to, contact, or engage in any discussions or otherwise communicate with, the Sellers' customers, suppliers, licensors, licensees and other Persons with which the Sellers have commercial dealings without obtaining the prior written consent of the Sellers. Each Seller agrees that, subsequent to the Closing, it will refer all customer inquiries or other communications with business relationships relating to the Business to Buyer.

SECTION 7.08 *Winding Up; Dissolution; Liquidation*. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall prohibit Sellers from ceasing their respective operations or winding up their respective affairs at any time before or after the Closing Date, it being acknowledged and agreed by Buyer that it is a possibility Sellers may wind up their respective affairs and liquidate and dissolve their respective existences as soon as reasonably practicable following the Closing Date or the consummation of a liquidating plan under Chapter 11 of the Bankruptcy Code.

SECTION 7.09 *Post-Closing Payments; No Wrong Pockets*.

(a) If, for a period of nine (9) months after the Closing, any Seller or any of their respective Affiliates receive any notices, monies or amounts that are properly due, deliverable or owing to the Buyer or attributable to the Purchased Assets (including funds relating to any Purchased Contracts for any post-Closing period) or Assumed Liabilities in accordance with the terms of this Agreement, the Sellers shall, or shall cause their respective Affiliates to, promptly, but in any event within twenty (20) Business Days of receipt, remit, pay or deliver, or shall cause to be remitted, paid or delivered, to Buyer (or its designated Affiliates) any monies or checks primarily related to the Business that have been sent to such Seller or its Affiliates after the Closing Date by customers, suppliers or other contracting parties primarily related to the Business to the extent they are or are in respect of a Purchased Asset for any period or Assumed Liability.

(b) If, for a period of nine (9) months after the Closing, the Buyer receives notices, monies or amounts that are properly due, deliverable or owing to the Sellers or attributable to the Excluded Assets or Excluded Liabilities in accordance with the terms of this Agreement (or the purposes and intent of this Agreement), Buyer shall, or shall cause its applicable Affiliates to, promptly remit, pay or deliver, or shall cause to be remitted, paid or delivered, to the Sellers (or their designated Affiliate) any monies or checks that have been sent to Buyer or its Affiliates after the Closing Date solely to the extent they are in respect of an Excluded Asset or Excluded Liability.

ARTICLE 8
TAX MATTERS

SECTION 8.01 *Tax Cooperation; Allocation of Taxes.*

(a) The Buyer and Sellers agree to use commercially reasonable efforts to furnish or cause to be furnished to each other, upon reasonable request, as promptly as practicable, such information and assistance relating to the Business and the Purchased Assets (including, without limitation, access to books and records) as is reasonably necessary for the preparation and filing of all Tax returns, the making of any election relating to Taxes, the claim of any input tax credit under the ETA or similar tax benefit under applicable Law, the preparation for any audit by any Taxing Authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax, in each case with respect to Taxes or Tax returns in respect of the Business or the Purchased Assets. For a period of three (3) years following the Closing Date, each party shall use commercially reasonable efforts to provide the other with at least ten (10) days' prior written notice before destroying any such books and records with respect to Taxes pertaining to the Purchased Assets with respect to any Tax period (or portion thereof) ending on or prior to the Closing Date, during which period the party receiving such notice can elect to take possession, at its own expense, of such books and records. Sellers and Buyer shall use commercially reasonable efforts to cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets or the Business.

(b) To the extent not exempt under Section 1146(c) of the Bankruptcy Code in connection with the Chapter 11 Cases, all excise, sales (including ETA Taxes), use, value added, registration stamp, recording, documentary, conveyancing, franchise, transfer and similar Taxes, levies, charges and fees (collectively, "**Transfer Taxes**") incurred in connection with the transactions contemplated by this Agreement shall be borne by Buyer. Buyer and Sellers shall cooperate in providing each other with any appropriate resale exemption certifications and other similar documentation; provided further that the parties shall reasonably cooperate in availing themselves of any available exemptions from any collection of (or otherwise reduce) any such Transfer Taxes, including a request (as part of the Chapter 11 Cases) that the Sellers' sale of the Purchased Assets be exempted from Transfer Taxes pursuant to Section 1146 of the Bankruptcy Code.

(c) Buyer and the applicable Sellers shall, to the extent applicable, jointly make election(s) under subsection 167(1) of the ETA in respect of the sale of the Canadian Purchased Assets, in the prescribed form, such that no ETA Tax is payable in respect of such sale. Buyer shall timely file such election forms with the appropriate Governmental Entity in the prescribed manner. Notwithstanding such election, in the event that it is determined by a Governmental Entity that

any of the Sellers are liable to pay, collect or remit any ETA Taxes in respect of the sale of the Purchased Assets, the Buyer shall forthwith pay such ETA Taxes, plus any applicable interest and penalties, to the applicable Sellers for remittance to the appropriate Governmental Entity.

(d) Buyer and Sungard AS Canada shall, to the extent applicable, jointly make an election pursuant to section 22 of the Tax Act and the corresponding provisions of any applicable Canadian provincial income tax statute, in respect of Sungard AS Canada transferring its accounts receivable (excluding, for certainty, any Excluded Assets) to the Buyer as part of the Purchased Assets. Buyer and Sungard AS Canada agree to jointly make the necessary election(s) and to execute and file within the prescribed time the prescribed election form(s) required to give effect to the foregoing.

(e) Buyer and Sungard AS Canada shall, to the extent applicable, jointly make an election under Section 20(24) of the Tax Act and the corresponding provisions of any applicable Canadian provincial income tax statute, in respect of amounts for future obligations and shall timely file such election(s) with the appropriate Governmental Entity. To the extent applicable for Canadian Tax purposes, Sungard AS Canada and the Buyer acknowledge that a portion of the Purchased Assets was transferred to the Buyer as payment by Sungard AS Canada to the Buyer for the assumption by the Buyer of such future obligations of Sungard AS Canada.

ARTICLE 9
EMPLOYEE MATTERS

SECTION 9.01 *Employee Matters.*

(a) Transferred Employees. The employment or engagement of each of the Business Employees and independent contractors, consultants and service providers identified on Schedule 9.01(a), which includes such Business Employees, independent contractors, consultants and service providers whom Buyer has determined are necessary for operation of the Business and the Purchased Assets after Closing, including sales personnel that maintain the customer relationships of the Business and the Purchased Assets, shall be transferred to the Buyer, and the Buyer shall accept the transfer of all such employees and independent contractors, consultants and other service providers automatically effective as of the Closing (collectively, the "**Transferred Employees**"). For a period of one year following the Closing Date, the Buyer shall or shall cause one of its Affiliates to provide each Transferred Employee employed by Buyer or one of its Affiliates with terms and conditions of employment that are substantially similar, in the aggregate, to such Transferred Employee's terms and conditions of employment as of immediately prior to the Closing, including with respect to (i) base salary or hourly wage rate, as applicable, (ii) cash bonus opportunities and incentive opportunities (excluding equity incentive arrangements) and (iii) employee benefits (including severance payments and benefits). With respect to each Transferred Employee that is an independent contractor, consultant or other service provider, the Buyer shall assume each such individual's respective contract. Notwithstanding the foregoing, nothing herein will, after the Closing Date, impose on the Buyer any obligation to retain any Transferred Employees in its employment or engagement for any amount of time.

(b) Cooperation. In connection with the Buyer's obligations under this Article 9, prior to the Closing the Sellers shall reasonably cooperate with and assist the Buyer, including:

(i) providing such information, to the extent not prohibited by applicable Law, reasonably requested by the Buyer of the Business Employees; and (ii) making the Business Employees available to the Buyer, without interference with the Business, with reasonable advance notice and during normal business hours, for purposes of interviewing and onboarding. The Sellers shall not take, cause or allow to be taken any action intended to impede, hinder, interfere or otherwise compete with the Buyer's or its Affiliate's effort to hire any Business Employee. The Buyer shall not be responsible for any liability, obligation or commitment arising out of any Business Employee's employment or termination of employment with the Sellers or non-acceptance of the Buyer's offer of employment or failure to commence employment with the Buyer, which liabilities, obligations and commitments shall remain those of the Sellers, subject in each case to Buyer's compliance with its obligations pursuant to this Article 9.

(c) Service Credit. The Buyer and its Affiliates shall treat, and shall cause each plan, program, policy, practice and arrangement sponsored or maintained by Buyer or any of its Affiliates on or after the Closing Date which is made available to any Transferred Employee (or the spouse, domestic partner or dependent of any Transferred Employee) on or after the Closing Date (each, a "**Buyer Plan**") to treat, for all purposes (including for purposes of determining eligibility to participate, vesting, benefit accrual and level of benefits (including vacation and severance but not for purposes of benefit accruals under a defined benefit plan) and including for the purpose of calculating all service-based entitlements under applicable Law), all service with the Sellers and their Affiliates (and any predecessor employers to the extent the Sellers and their Affiliates or any corresponding Benefit Plan provides for past service credit) as service with Buyer and its Subsidiaries and Affiliates; provided, however, that such service need not be counted to the extent it would result in duplication of benefits and such service need only be credited to the same extent and for the same purpose as such service was credited under the corresponding Benefit Plan; provided, further, that, with respect to any Buyer Plan for which third party consent would be required to provide such service credit, Buyer and its Affiliates shall use their respective commercially reasonable efforts to cause the foregoing.

(d) Welfare Benefits. The Buyer and its Subsidiaries and Affiliates shall use commercially reasonable efforts to cause each Buyer Plan that is a welfare benefit plan, within the meaning of Section 3(l) of ERISA, and in which any Transferred Employee commences participation in: (i) waive any and all eligibility waiting periods, actively-at-work requirements, evidence of insurability requirements, pre-existing conditions limitations and other exclusions and limitations, regarding the Transferred Employees and their spouses, domestic partners and dependents to the extent such exclusions, requirements or limitations were waived or satisfied by (or were not applicable) a Transferred Employee under the corresponding Benefit Plan and (ii) to recognize for each Transferred Employee any deductible, copayment and out-of-pocket expenses paid by such Transferred Employee and his or her spouse, domestic partner and dependents under any Benefit Plan that provides welfare benefits during the plan year in which occurs the later of the Closing Date and the date on which such Transferred Employee begins participating in such Buyer Plan for purposes of satisfying the corresponding deductible, co-payment, and out-of-pocket provisions under such Buyer Plan. Except as required by applicable Law, effective as of the Closing Date, each Transferred Employee who is a participant in any Benefit Plan shall cease to accrue benefits under and be an active participant in any such Benefit Plan.

(e) Claims Incurred. Sellers shall remain liable and retain responsibility for, and continue to pay in accordance with the terms of the applicable Benefit Plan, all medical, dental, life insurance and other welfare plan expenses and benefits for each Transferred Employee with respect to claims incurred by such Transferred Employee (or his or her spouse, domestic partner and/or dependents) which are covered by such Benefit Plan, whether incurred prior to, on or after the Closing Date, and shall remain liable for workers compensation claims (including medical, disability, permanency and expense claims) incurred by any Transferred Employee prior to the Closing Date. The Buyer or one of its Affiliates shall be responsible for all expenses and benefits with respect to claims incurred by any Transferred Employee (or his or her spouse, domestic partner and/or dependents) on or after the Closing Date and which are covered by any Buyer Plan and shall be liable and responsible for workers compensation claims (including medical, disability, permanency and expense claims) incurred by any Transferred Employee on or after the Closing Date. For purposes of this Section 9.01(e), a claim is deemed incurred: in the case of medical or dental benefits, when the services that are subject to the claim are performed; in the case of life insurance, when the death occurs; in the case of accidental death and dismemberment or workers compensation claims, when the event giving rise to the claim occurs; and in the case of a claim that results in a hospital admission, on the date of admission.

(f) Wage Reporting. Buyer and Sellers agree to utilize, or cause their respective Affiliates to utilize, the "Standard Procedure" provided in Section 4 of Revenue Procedure 2004-53, 2004-2 C.B. 320, with respect to wage reporting for the Transferred Employees. Notwithstanding anything to the contrary in this Agreement, the Sellers shall (or shall cause their Affiliates to) provide copies to Buyer of any records relating to withholding and payment of income and unemployment Taxes (federal, state and local) and FICA and FUTA Taxes and any and all state unemployment payment reserves and/or charge history with respect to wages paid to the Transferred Employees for the calendar year in which the Closing occurs (including without limitation, Forms W-4 and Employee's Withholding Allowance Certificates).

(g) No Third Party Beneficiaries. Nothing in this Agreement, express or implied, shall confer upon any employee, independent contractor, any beneficiary, or any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement, including any right to employment or continued employment for any specified period or continued participation in any Benefit Plan or other benefit plan, or any nature or kind whatsoever under or by reason of this Agreement. Nothing contained herein, express or implied, (i) shall be construed to establish, amend, modify, or terminate any benefit or compensation plan, program, agreement or arrangement, policy or scheme, including any Benefit Plan, or restrict or otherwise limit the right of any party hereto to amend, terminate or otherwise modify any such plans or arrangements, or (ii) shall be construed as a guarantee of employment for any period, or a restriction or other limitation on the right of any party hereto to terminate the employment of any individual at any time. The parties hereto agree that the provisions contained herein are not intended to be for the benefit of or otherwise be enforceable by, any third party, including any current or former employee or other service provider.

ARTICLE 10
CONDITIONS TO CLOSING

SECTION 10.01 *Conditions to Obligations of Buyer and Sellers*. The obligations of Buyer and Sellers to consummate the Closing are subject to the satisfaction of the following conditions:

(a) *No Orders*. No Governmental Entity shall have enacted, enforced or entered any Law and no order shall be in effect on the Closing Date that prohibits the consummation of the Closing.

(b) *Sale Order*. The Bankruptcy Court shall have entered the Sale Order and the Sale Order shall be in full force and effect and shall not be subject to a stay pending appeal.

(c) *Recognition Order*. The Canadian Court shall have entered the Recognition Order and the Recognition Order shall be in full force and effect and shall not be subject to a stay pending appeal.

SECTION 10.02 *Conditions to Obligation of Buyer*. The obligation of Buyer to consummate the Closing is subject to the satisfaction of the following further conditions:

(a) *Covenants*. Sellers shall have performed in all material respects all of their material obligations hereunder required to be performed by them on or prior to the Closing Date.

(b) *Representations and Warranties*. The representations and warranties of Sellers contained in this Agreement shall be true and correct at and as of the Closing Date, as if made at and as of such date (except to the extent such representations and warranties speak as of another date, in which case such representations and warranties shall be true and correct as of such other date), except where the failure of any such representations and warranties to be true and correct would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) *Certificate.* The Sellers shall have delivered to the Buyer a certificate duly executed by an executive officer of each Seller certifying to the effect that the conditions set forth in Section 10.02(a) and Section 10.02(b) have been satisfied.

(d) *Deliveries*. The Sellers shall make or cause to be made the deliveries described in Section 2.08(a).

SECTION 10.03 *Conditions to Obligation of Sellers*. The obligation of Sellers to consummate the Closing is subject to the satisfaction of the following further conditions:

(a) *Covenants*. The Buyer shall have performed in all material respects all of its material obligations hereunder required to be performed by it at or prior to the Closing Date

(b) *Representations and Warranties.* The representations and warranties of the Buyer contained in this Agreement shall be true and correct at and as of the Closing Date, as if made at and as of such date (except to the extent such representations and warranties speak as of

another date, in which case such representations and warranties shall be true and correct as of such other date), except where the failure of any such representations and warranties to be true and correct would not, individually or in the aggregate, reasonably be expected to prevent the Buyer from consummating the transactions contemplated by this Agreement.

(c) *Certificate.* The Buyer shall have delivered to the Sellers a certificate duly executed by an executive officer of the Buyer certifying to the effect that the conditions set forth in Section 10.03(a) and Section 10.03(b) have been satisfied.

(d) *Deliveries*. The Buyer shall make or cause to be made the deliveries described in Section 2.08(b), including payment of the Purchase Price.

SECTION 10.04 *Waiver of Conditions Precedent*. Upon the occurrence of the Closing, any condition set forth in this Article 10, other than as provided in Section 10.01(b) and Section 10.01(c), that was not satisfied as of the Closing shall be deemed to have been waived as of and after the Closing.

ARTICLE 11
SURVIVAL

SECTION 11.01 *Survival*. The (a) representations and warranties of each of the Sellers and the Buyer and (b) covenants and agreements of each of the Sellers and the Buyer that by their terms are to be performed before Closing, contained in this Agreement, in any Ancillary Agreement or in any certificate or other writing delivered in connection herewith shall not survive the Closing. The covenants and agreements contained herein and in any Ancillary Agreement that by their terms are to be performed after Closing shall survive the Closing indefinitely except the covenants, agreements, representations and warranties contained in Articles 8 and 9 shall survive until expiration of the statute of limitations applicable to the matters covered thereby (giving effect to any waiver, mitigation or extension thereof).

ARTICLE 12
TERMINATION

SECTION 12.01 *Grounds for Termination.* This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written agreement of Sellers and Buyer;

(b) by either Sellers or Buyer, if the Closing shall not have been consummated on or before the later of (i) October 15, 2022, with either party having the option, by written notice to the other party, in their sole discretion, to extend such date for a fifteen (15) day period or (ii) fourteen (14) days after any notice delivered pursuant to Section 7.06 of a breach that has not been cured in accordance with Section 7.06 (the later of clause (i) and (ii), the "**Outside Date**"), unless the party seeking termination is in material breach of its obligations hereunder;

(c) by either Sellers or Buyer, if any condition set forth in Section 10.01 is not satisfied, and such condition is incapable of being satisfied by the Outside Date;

(d) by Buyer, if Sellers willfully and materially breach any of Sections 2.07, 5.01, 7.01, 7.02 or 7.04 and such breach is continuing in any material respect following Buyer's compliance with Section 7.06;

(e) by Sellers, if failure to perform any covenant or agreement on the part of the Buyer set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 10.03 not to be satisfied, and such condition is incapable of being satisfied by the Outside Date or shall not have been cured during the fourteen (14) day period referred to in Section 7.06;

(f) by Sellers, if the Sellers execute a definitive agreement with a third party for the acquisition of all or substantially all of the Purchased Assets;

(g) by Sellers, if the Sellers determine for any reason to terminate the sale of the Purchased Assets or the Business; or

(h) by the Buyer or the Sellers, as applicable, if the Disclosure Schedules fail to be finalized in accordance with Section 13.11 within fifteen (15) days prior to the Closing Date.

The party desiring to terminate this Agreement pursuant to this Section 12.01 (other than pursuant to Section 12.01(a)) shall give notice of such termination to the other party in accordance with Section 13.01.

SECTION 12.02 *Effect of Termination*. If this Agreement is terminated as permitted by Section 12.01, such termination shall be without liability of either party (or any stockholder, director, officer, employee, agent, consultant or representative of such party) to the other party to this Agreement; *provided* that if such termination shall result from a breach of this Agreement by Buyer which results in a failure by Buyer to satisfy any of the closing conditions set forth in Section 10.03, Buyer shall be fully liable for any and all damages incurred or suffered by the other party as a result of such failure or breach; provided, further, that Buyer's liability pursuant to this sentence shall not exceed $1,000,000. The provisions of Sections 12.02, 12.03, 13.04, 13.05 and 13.06 shall survive any termination hereof pursuant to Section 12.01.

SECTION 12.03 *Expenses*. Except as otherwise expressly provided herein, whether or not the transactions contemplated by this Agreement are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated thereby shall be paid by the party hereto incurring such expenses.

SECTION 12.04 *Exclusive Remedies*. In the event of any breach prior to the Closing by either party of any of such party's agreements, covenants, representations or warranties contained herein or in the Bidding Procedures, the Sale Order or the Recognition Order, including any breach that is material or willful, except as set forth in Section 13.12, the parties' sole and exclusive remedy shall be to exercise such party's rights to terminate this Agreement pursuant to Section 12.01, and such party shall not have any further cause of action for damages, specific performance or any other legal or equitable relief against the other parties hereto or any of their respective former, current or future equityholders, directors, officers, Affiliates, agents or representatives with respect thereto.

ARTICLE 13
MISCELLANEOUS

SECTION 13.01 *Notices*. All notices, requests, claims, demands or other communications hereunder shall be deemed to have been duly given and made if in writing and (a) at the time personally delivered if served by personal delivery upon the party hereto for whom it is intended, (b) at the time received if delivered by registered or certified mail (postage prepaid, return receipt requested) or by a national courier service (delivery of which is confirmed), or (c) upon confirmation if sent by facsimile or email; in each case to the Person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such Person:

if to Buyer, to:

11:11 Systems, Inc.
695 Route 46, Suite 301
Fairfield, New Jersey 07004
Attention: Brett Diamond
Email: bdiamond@1111systems.com

with a copy to:

Perkins Coie LLP
1900 Sixteenth Street, Suite 1400
Denver, Colorado 80202
Attention: Sonny Allison
Email: SAllison@PerkinsCoie.com

if to Sellers, to:

Sungard AS New Holdings, LLC
565 East Swedesford Road, Suite 320
Wayne, PA 19087
Attention: General Counsel
Email: sgas.legalnotices@sungardas.com

with a copy to:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036
Attention: Stephen B. Kuhn; Philip Dublin; Meredith Lahaie
Email: skuhn@akingump.com; pdublin@akingump.com; mlahaie@akingump.com
Telephone: 212 872-1008; 212 872-8083; 212 872-8032

SECTION 13.02 *Amendments and Waivers*. (a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Subject to Section 12.04, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

SECTION 13.03 *Successors and Assigns*. No party shall be entitled to assign this Agreement or any rights or obligations hereunder without the prior written consent of, with respect to any assignment by Buyer, the Sellers, and, with respect to any assignment by any Seller, Buyer, which consent may be withheld by the applicable party in its sole and absolute discretion, and any such attempted assignment without such prior written consent shall be void and of no force and effect, provided, however, that Buyer shall be permitted to assign all or part of its rights or obligations hereunder to one or more wholly-owned subsidiaries without the prior written consent of the Sellers so long as prior to such assignment such assignee(s) of Buyer agrees in writing in favor of the Sellers to be bound by the provisions of this Agreement, it being agreed that no such assignment shall relieve Buyer of any of its obligations hereunder.

SECTION 13.04 *Governing Law*. Except to the extent the mandatory provisions of the Bankruptcy Code or the CCAA (solely in respect of Sungard AS Canada and any of the Canadian Purchased Assets) apply, this Agreement shall be governed by and construed in accordance with the Law of the State of New York, without regard to the conflicts of Law rules of such state.

SECTION 13.05 *Jurisdiction.* (a) Prior to the closing of the Chapter 11 Cases, except as otherwise expressly provided in this Agreement, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought exclusively in the Bankruptcy Court, and each of the parties hereby irrevocably consents to the jurisdiction of the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the Bankruptcy Court or that any such suit, action or proceeding which is brought in the Bankruptcy Court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 13.01 shall be deemed effective service of process on such party.

(b) Upon the closing of the Chapter 11 Cases, except as otherwise expressly provided in this Agreement, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States District

Court for the Southern District of New York or any New York State court sitting in New York City, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 13.01 shall be deemed effective service of process on such party.

SECTION 13.06 *WAIVER OF JURY TRIAL*. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 13.07 *Counterparts; Third Party Beneficiaries*. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. No provision of this Agreement is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

SECTION 13.08 *Entire Agreement*. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written.

SECTION 13.09 *Bulk Sales Laws*. Buyer hereby waives compliance by Sellers and Sellers hereby waive compliance by Buyer, with the provisions of the "bulk sales", "bulk transfer" or similar Laws other than any Laws which would exempt any of the transactions contemplated by this Agreement from any Tax liability which would be imposed but for such compliance.

SECTION 13.10 *Captions, Headings, Interpretation*. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disbarring any party by virtue of authorship of any provisions of this Agreement.

SECTION 13.11 *Disclosure Schedules*. The parties acknowledge and agree that (i) the Disclosure Schedules to this Agreement may include certain items and information solely for

informational purposes for the convenience of Buyer and (ii) the disclosure by Sellers of any matter in the Disclosure Schedules shall not be deemed to constitute an acknowledgment by Sellers that the matter is required to be disclosed by the terms of this Agreement or that the matter is material. If any Disclosure Schedule discloses an item or information in such a way as to make its relevance to the disclosure required by another Disclosure Schedule reasonably apparent, the matter shall be deemed to have been disclosed in such other Disclosure Schedule, notwithstanding the omission of an appropriate cross-reference to such other Disclosure Schedule. The parties acknowledge that the Disclosure Schedules may not be complete as of the execution of this Agreement, and the parties hereby covenant they each will use commercially reasonable efforts to complete and deliver the Disclosure Schedules as soon as practical following the execution of this Agreement. Disclosure Schedules not included as attachments to this Agreement upon the execution and delivery hereof shall be delivered by the party responsible therefor no later than thirty (30) days prior to the Closing, and shall thereupon, if mutually acceptable to the parties, be deemed included in this Agreement as if such Disclosure Schedule was attached to this Agreement as of the execution of this Agreement. Either party may assert a good faith dispute or objection with regard to any Disclosure Schedule, and the parties shall thereafter have fifteen (15) days to negotiate such disputed Schedule and (a) with respect to a Schedule disputed by the Buyer, that has or would reasonably be expected to have a material and adverse impact on the Buyer's ability to conduct the Business or operate the Purchased Assets in the ordinary course of business consistent with past practices over the six (6) months preceding the date hereof, or (b) with respect to a Schedule disputed by the Sellers, results in a material and adverse impact on the financial and other benefits of the transaction for the Sellers; then the party asserting such dispute may terminate this Agreement in accordance with Section 12.01(h). Notwithstanding anything to the contrary set forth in this Agreement (including this Section 13.11), the parties hereby agree that if the Cure Costs arising under the Purchased Contracts exceed, in the aggregate, $3,000,000, the Buyer and the Sellers shall each be responsible for bearing fifty percent (50%) of any Cure Costs incurred above $3,000,000 up to $4,000,000; *provided*, the Sellers may, in their sole discretion, agree to bear any Cure Costs in excess of, in the aggregate, $4,000,000; *provided, further*, that if the Cure Costs exceed $4,000,000 and Sellers do not agree to bear the full amount of such excess, the Buyer shall be entitled to terminate this Agreement pursuant to Section 12.01(h).

SECTION 13.12 *Specific Performance*. The parties recognize that if the Buyer breaches this Agreement or refuses to perform under the provisions of this Agreement, monetary damages alone would not be adequate to compensate the Sellers for their injuries. The Sellers shall therefore be entitled, in addition to any other remedies that may be available, to equitable relief, including an injunction or injunctions or orders for specific performance, to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement (including, for the avoidance of doubt, the obligation of the Buyer to consummate the transactions contemplated by this Agreement), without proof of actual damages or the posting of a bond or other undertaking. If any action is brought by the Sellers to enforce this Agreement, the Buyer shall waive the defense that there is an adequate remedy at Law.

SECTION 13.13 *Time of the Essence*. Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SELLERS:

SUNGARD AVAILABILITY SERVICES, L.P.

DocuSigned by:
Mike Robinson
D4219EF0BE4444E...

By: _____
Name: Mike Robinson
Title: Chief Executive Officer

SUNGARD AVAILABILITY SERVICES (CANADA) LTD.

DocuSigned by:
Mike Robinson
D4219EF0BE4444E...

By: _____
Name: Mike Robinson
Title: Chief Executive Officer

BUYER:

11:11 SYSTEMS, INC.

DocuSigned by:
Brett Diamond
6582F003F13E440...

By: _____
Name: Brett Diamond
Title: Chief Executive Officer

EXHIBIT A

SELLERS

1. Sungard Availability Services (Canada) Ltd.

EXHIBIT B

BILL OF SALE

EXHIBIT C

ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT D

INTELLECTUAL PROPERTY ASSIGNMENT

EXHIBIT E

SALE ORDER

This is Exhibit **"K"** referred to in the Affidavit of Michael K. Robinson sworn before me on September 9, 2022 by videoconference in accordance with O. Reg 431/20.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Natalie E. Levine
LSO# 64908K

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket Nos. 135, 219, 310, 538**

NOTICE OF PROPOSED ASSUMED CONTRACTS
IN CONNECTION WITH SALE TO 365 SG OPERATING COMPANY LLC

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OF YOUR AFFILIATES IS A COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH ONE OR MORE OF THE DEBTORS AS SET FORTH ON EXHIBIT A ATTACHED HERETO.

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On April 22, 2022, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *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* [Docket No. 135] (the "Bidding Procedures Motion")[2] with the United States Bankruptcy Court for the Southern District of Texas (the "Court"), which sought approval of, among other things, the assumption and assignment of

[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 herein but not otherwise defined have the meanings set forth in the Bidding Procedures Motion.

executory contracts and unexpired leases (collectively, "Contracts") pursuant to one or more sale transactions.

2. On May 11, 2022, the Court entered an order approving the Bidding Procedures Motion [Docket No. 219] (the "Bidding Procedures Order").

3. On June 3, 2022, the Debtors filed the *Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* [Docket No. 259] (the "Initial Assumption Notice"). The Initial Assumption Notice listed certain Contracts that may possibly be assumed and assigned as part of one or more sales. Pursuant to the Bidding Procedures Order and the Initial Assumption Notice, the Debtors reserved the right to supplement, amend and modify the schedule of Contracts in the Initial Assumption Notice. On June 3, 2022, as set forth in the *Affidavit of Service* [Docket No. 299-2], the Debtors served the Initial Assumption Notice on the affected Contract counterparties.

4. On June 14, 2022, the Debtors filed the *Notice of Supplemental Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* [Docket No. 310] (the "Supplemental Assumption Notice" and, together with the Initial Assumption Notice and this notice, the "Contract Notices"), which supplemented the list of Contracts that was included in the Initial Assumption Notice that may possibly be assumed and assigned as part of one or more sales. On June 15, 2022, as forth in the *Affidavit of Service* [Docket No. 420-2], the Debtors served the Supplemental Assumption Notice on the affected Contract counterparties.

5. On August 1, 2022, the Debtors filed the *Notice of (I) Successful Bid and Sale Hearing and (II) Hearing on Conditional Approval of the Disclosure Statement* [Docket No. 538] (the "365 Sale Notice"). Among other things, the 365 Sale Notice announced 365 SG Operating Company LLC (the "Buyer") as the successful bid for the majority of the Debtors' U.S. colocation services and network services. Attached to the 365 Sale Notice as Exhibit B was a copy of the asset purchase agreement between certain of the Debtors and the Buyer, dated July 28, 2022 (the "365 Asset Purchase Agreement" and, the transactions contemplated and to be effected thereby, the "365 Sale Transaction").

6. The Sale Hearing to approve the 365 Sale Transaction is scheduled for **August 31, 2022 at 10:00 a.m. (prevailing Central Time)**.

7. As contemplated by paragraph 28 of the Bidding Procedures Order, the Debtors currently intend to assume and assign to the Buyer the Contracts listed on **Exhibit A** hereto (the "Proposed Assumed Contracts") upon the closing of the 365 Sale Transaction following approval by the Court.

8. **You are receiving this notice because you may be a counterparty to a Proposed Assumed Contract in connection with the 365 Sale Transaction. If you have any questions regarding the schedule of Proposed Assumed Contracts attached hereto as Exhibit A, including whether your Contract is on the schedule of Proposed Assumed Contracts, please contact counsel to the Buyer via email (cward@polsinelli.com).**

9. If a timely filed Cure Objection in respect of the Proposed Assumed Contracts has not been 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. 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 Buyer, as of the closing date of the 365 Sale Transaction.

10. **If a Counterparty failed 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 Cure Costs set forth in the applicable Contract 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, the Buyer 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 applicable Contract 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.**

11. Any counterparty to a Proposed Assumed Contract that wishes to object to the proposed assumption and assignment of the Proposed Assumed Contract on the basis of the identity of the Buyer or the Buyer's proposed adequate assurance of future performance with respect to such Contract (each, an "Adequate Assurance Objection"), such counterparty 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 **August 29, 2022.**

12. The Bidding Procedures Order requires that the Debtors and a Contract 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 Buyer shall be determined by the Court at the Sale Hearing.

13. **If a counterparty to a Proposed Assumed Contract 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 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, the Buyer or their respective property and (b) the Buyer 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.

14. The inclusion of a Contract or other document on the Initial Assumption Notice, Supplemental Assumption Notice or this notice of Proposed Assumed Contracts shall not constitute or be deemed a determination or admission by the Debtors, the Buyer 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. 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.

15. The Debtors' assumption and assignment of a Proposed Assumed Contract is subject to approval by the Court and consummation of the 365 Sale Transaction. Absent consummation of the 365 Sale Transaction and entry of a Sale Order approving the assumption and assignment of the Proposed Assumed Contracts, the Proposed Assumed Contracts shall be deemed neither assumed nor assigned, and shall in all respects be subject to subsequent assumption or rejection by the Debtors.

Dated: August 26, 2022
Houston, Texas

/s/ *Matthew D. Cavenaugh*

JACKSON WALKER LLP
Matthew D. Cavenaugh (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
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Co-Counsel to the Debtors and Debtors in Possession

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Email: pdublin@akingump.com
mlahaie@akingump.com

-and-

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llawrence@akingump.com
zlanier@akingump.com

Co-Counsel to the Debtors and Debtors in Possession

Exhibit A

Schedule 1: Customer Agreements

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
1	"K" LINE AMERICA, INC.	8730 STONY POINT PKWY RICHMOND, VA 23235-1970	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/15/2012	$0
2	3M HEALTH INFORMATION SYSTEMS; MEDQUIST TRANSCRIPTIONS, LTD	575 W MURRAY BLVD MURRAY, UT 84123	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/1/2004	$0
3	ABM INDUSTRIES, INCORPORATED	14141 SOUTHWEST FWY 4TH FLOOR SUGAR LAND, TX 77478	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/28/2021	$0
4	ACS SERVICES, INC.	160 MANLEY STREET BROCKTON, MA 02301	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/30/2008	$0
5	AFL TELECOMMUNICATIONS	170 RIDGEVIEW CENTER DR DUNCAN, SC 29334	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/4/2005	$0
6	AGFIRST FARM CREDIT BANK	PO BOX 1499 COLUMBIA, SC 29202-1499	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2005	$0
7	AGFIRST FARM CREDIT BANK	PO BOX 1499 COLUMBIA, SC 29202-1499	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2022	$0
8	AGRICULTURAL BANK OF CHINA	277 PARK AVENUE 30TH FLOOR NEW YORK, NY 10172	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2012	$0
9	ALBERT EINSTEIN HEALTHCARE NETWORK	1000 WEST TABOR ROAD PHILADELPHIA, PA 19141	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2005	$0
10	ALPHA FINANCIAL SOFTWARE, LLC	140 CENTURY MILL ROAD BOLTON, MA 01740	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2020	$0
11	ALPHA SYSTEMS	458 PIKE ROAD HUNTINGDON VALLEY, PA 19006	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/31/2013	$0
12	AMADEUS GLOBAL OPERATIONS AMERICAS, INC.	3470 NW 82ND AVE., SUITE 1000 MIAMI, FL 33122	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2021	$0
13	AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC	6201 15TH AVENUE BROOKLYN, NY 11219	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/15/2010	$0
14	AMUNDI PIONEER ASSET MANAGEMENT USA, INC.	60 STATE ST. BOSTON, MA 02109	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2021	$0
15	APPLIED SYSTEMS INC	200 APPLIED PARKWAY UNIVERSITY PARK, IL 60484	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/15/2009	$0
16	ARBELLA SERVICE COMPANY, INC.	1100 CROWN COLONY DRIVE QUINCY, MA 02269	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2016	$0
17	ARCHWAY MARKETING SERVICES	20000 DIAMOND LAKE ROAD ROGERS, MN 55374	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2017	$0
18	ASSURED GUARANTY MUNICIPAL CORP.; FINANCIAL SECURITY ASSURANCE	1633 BROADWAY 23RD FLOOR NEW YORK, NY 10019	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2008	$0
19	ASTILA CORPORATION	P.O. BOX 2015 WOODSTOCK, GA 30188	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/15/2021	$0
20	ASTRAZENECA UK LIMITED	MIDDLEWOOD COURT LOGISTICS CENTRE - BLOCK 109 ARDLEY PARK MACCLESFIELD, CHESHIRE SK104TG	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/22/2016	$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
21	AT&T - ILEC	740 N. BROADWAY MILWAUKEE, WI 53202	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	1/15/2014	$0
22	AT&T CORP.	740 N. BROADWAY MILWAUKEE, WI 53202	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	1/15/2014	$0
23	AUTODESK INC.	111 MCINNIS PKWY SAN RAFAEL, CA 94903	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/18/2011	$0
24	AUTODESK INC.	111 MCINNIS PKWY SAN RAFAEL, CA 94903	SUNGARD AVAILABILITY SERVICES, LP	REINSTATED AND AMENDED MASTER SERVICES AGREEMENT	1/1/2022	$0
25	AWAC SERVICES COMPANY	199 WATER ST NEW YORK, NY 10038	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/1/2008	$0
26	AXA INVESTMENT MANAGERS, INC.	100 WEST PUTNAM AVE. GREENWICH, CT 06830	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/15/2008	$0
27	AXOS CLEARING LLC	1200 LANDMARK CTR, STE 800 OMAHA, NE 68102	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2021	$0
28	BACKBLAZE, INC.	500 BEN FRANKLIN CT SAN MATEO, CA 94401	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/1/2012	$0
29	BAIM INSTITUTE FOR CLINICAL RESEARCH; HARVARD CLINICAL RESEARCH INSTITUTE	930 COMMONWEALTH AVENUE WEST -ENTRANCE ON PLEASANT ST. BOSTON, MA 02215	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/1/2007	$0
30	BALLARD SPAHR LLP	1735 MARKET ST 51ST ST PHILADELPHIA, PA 19103	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES; No MSA in folder	9/1/2006	$0
31	BANK OF AMERICA, N.A.	6034 W. COURTYARD DRIVE SUITE 210 AUSTIN, TX 78730-5032	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICES AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/20/2005	$0
32	BAYADA HOME HEALTH CARE; BAYADA NURSES	4300 HADDONFIELD ROAD WEST BUILDING PENNSAUKEN, NJ 08109	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/15/2010	$0
33	BAYERISCHE LANDESBANK, NEW YORK BRANCH	BAYERISCHE LANDESBANK, NY BRANCH 560 LEXINGTON AVE NEW YORK, NY 10022	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2007	$0
34	BAYNODE	4 EMBARCADERO CTR, STE 3350 SAN FRANCISCO, CA 94111	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/15/2021	$0
35	BDP INTERNATIONAL	510 WALNUT STREET PHILADELPHIA, PA 19106	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/1/2006	$0
36	BGRS, LLC	39 WYNFORD DRIVE TORONTO, ON M3C 3K5 CANADA	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/4/2018	$0
37	BGRS, LLC	39 WYNFORD DRIVE TORONTO, ON M3C 3K5 CANADA	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2012	$0
38	BHG HOLDINGS, LLC A DELAWARE LIMITED LIABILITY COM	8300 DOUGLAS AVE STE 750 DALLAS, TX 75225	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2012	$0
39	BLACKSTONE ADMINISTRATIVE SERVICES PARTNERSHIP L.P	345 PARK AVE NEW YORK, NY 10154-0004	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2007	$0
40	BLUCORA, INC.	3200 OLYMPUS BLVD SUITE 100 DALLAS, TX 75019	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/15/2015	$0
41	BNY MELLON ASSET MANAGEMENT NORTH AMERICA CORPORATION; MELLON CAPITAL MANAGEMENT CORPORATION	50 FREMONT STREET - SUITE 3900 SAN FRANCISCO, CA 94105	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/17/2017	$0
42	BRACEBRIDGE CAPITAL, LLC	888 BOYLSTON STREET, SUITE 1500 BOSTON, MA 02199	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/8/2005	$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
43	BRAND INDUSTRIAL SERVICES INC.	1325 COBB INTERNATIONAL DRIVE SUITE A-1 KENNESAW, GA 30152	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2007	$0
44	BRIGHTVIEW LANDSCAPES, LLC	980 JOLLY RD STE 300 BLUE BELL, PA 19422	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/14/2020	$0
45	BROGDON INDUSTRIES	320 DIVIDEND DRIVE, STE 800 PEACHTREE CITY, GA 30269	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/1/2021	$0
46	BRYAN CAVE LLC	211 NORTH BROADWAY, SUITE 3600 SAINT LOUIS, MO 63102	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/24/2016	$0
47	BUCKNER INTERNATIONAL	700 N PEARL STREET, SUITE 1200 DALLAS, TX 75201	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/30/2009	$0
48	BUILDING SERVICE 32BJ HEALTH FUND	25 WEST 18TH ST 5TH FLOOR NEW YORK, NY 10011	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/1/2011	$0
49	BUSINESSONE TECHNOLOGIES	3220 TILLMAN DRIVE SUITE 101 BENSALEM, PA 19020	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2007	$0
50	C.V. STARR & CO., INC.; STARR INTERNATIONAL USA, INC.	399 PARK AVENUE 3RD FLOOR NEW YORK, NY 10022	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/15/2011	$0
51	CABLEVISION LIGHTPATH	200 JERICHO QUADRANGLE JERICHO, NY 11753	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	8/1/2014	$0
52	CAPITAL FITNESS, INC	47W210 US 30 BIG ROCK, IL 60511	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/29/2010	$0
53	CARDCONNECT, LLC; PRINCETON PAYMENT SOLUTIONS	1000 CONTINENTAL DR. SUITE 300 KING OF PRUSSIA, PA 19406	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2010	$0
54	CASEY FAMILY PROGRAMS	2001 8TH AVENUE SUITE 2700 SEATTLE, WA 98121	SUNGARD AVAILABILITY SERVICES, LP	SALESSTORE AGREEMENT	3/2/2011	$0
55	CASTLIGHT HEALTH	150 SPEAR STREET SUITE 400 SAN FRANCISCO, CA 94105	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2013	$0
56	CENTURYLINK COMMUNICATIONS, LLC	1025 ELDORADO BLVD. BROOMFIELD, CO 80021	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	7/1/2019	$0
57	CEOS ONLY LIMITED CO.	105 HAWKSTONE WAY ALPHARETTA, GA 30022	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/19/2021	$0
58	CGB ENTERPRISES, INC.	1127 HIGHWAY 190 EAST SERVICE ROAD COVINGTON, LA 70433	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2006	$0
59	CHARTER COMMUNICATIONS INC	12405 POWERSCOURT DRIVE SAINT LOUIS, MO 63131	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	2/1/2014	$0
60	CHINA CONSTRUCTION BANK CORPORATION NEW YORK BRANCH	1095 AVENUE OF THE AMERICAS 33RD FLOOR NEW YORK, NY 10036	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2009	$0
61	CHRONIC DISEASE FUND D/B/A GOOD DAYS FROM CDF	6900 N. DALLAS PARKWAY SUITE 200 PLANO, TX 75024	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/13/2010	$0
62	CHSPSC, LLC	4000 MERIDIAN BLVD FRANKLIN, TN 37067	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/15/2016	$0
63	CIRCLE COMPUTER RESOURCES, INC.	845 CAPITAL DRIVE SOUTHWEST CEDAR RAPIDS, IA 52404	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2021	$0
64	CITIZENS BANK, NATIONAL ASSOCIATION	100-A SOCKANOSSET CROSSROAD RDC 215 CRANSTON, RI 02920	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/15/2014	$0

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65	CLOROX SERVICES COMPANY	1221 BROADWAY OAKLAND, CA 94612	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2017	$0
66	COGENT COMMUNICATIONS, INC.	2450 N STREET NW 4TH FLOOR ATTN: VP REAL ESTAT WITH COPY TO: LEGAL DEPARTMENT WASHINGTON, DC 20037	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	CARRIER MASTER COLOCATION AGREEMENT DATED JULY 1, 2021	7/1/2021	$0
67	COGENT COMMUNICATIONS, INC.	2450 N STREET NW 4TH FLOOR WASHINGTON, DC 20037	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2014	$0
68	COGNIZANT TECHNOLOGY SOLUTIONS US CORPORATION	500 FRANK W. BURR BLVD. TEANECK, NJ 07666	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2014	$0
69	COMCAST CABLE COMMUNICATIONS, LLC	ONE COMCAST CENTER1701 JFK BLVD. PHILADELPHIA, PA 19103	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	7/22/2013	$0
70	COMMONWEALTH OF MASSACHUSETTS	100 CAMBRIDGE STREET, 6TH FLOOR BOSTON, MA 02114	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT	1/1/2004	$0
71	CONCORDE, INC.	1835 MARKET STREET SUITE 1200 PHILADELPHIA, PA 19103	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/1/2013	$0
72	CONFLUENCE TECHNOLOGIES, INC.	NOVA TOWER ONE ONE ALLEGHENY SQUARE, SUITE 800 PITTSBURGH, PA 15212	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2007	$0
73	CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES	121 S. 17TH STREET MATTOON, IL 61938	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	4/1/2014	$0
74	CORT	8303 NORTH MOPAC EXPRESSWAY SUITE 405A AUSTIN, TX 78759	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2007	$0
75	COSTAR REAL ESTATE MANAGER, INC.	1900 EMERY STREET SUITE 300 ATLANTA, GA 30318	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2007	$0
76	COURT SQUARE GROUP	1350 MAIN STREET, 5TH FLOOR SPRINGFIELD, MA 01103	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/15/2011	$0
77	CRITICAL HEALTHCARE MANAGEMENT LLC	PO BOX 797604 DALLAS, TX 75379	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/15/2020	$0
78	CROWN CASTLE FIBER LLC	185 TITUS AVE WARRINGTON, PA 18976-2424	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	1/1/2014	$0
79	CROWN CASTLE FIBER, LLC.	80 CENTRAL STREET BOXBOROUGH, MA 01719	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	9/29/2014	$0
80	CROWN CASTLE FIBER, LLC.	80 CENTRAL STREET BOXBOROUGH, MA 01719	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2017	$0
81	CROWN CASTLE FIBER, LLC.	300 MERIDIAN CENTRE ROCHESTER, NY 14618	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/18/2010	$0
82	DARDEN CORPORATION	1050 DARDEN CENTER DRIVE ORLANDO, FL 32837	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2012	$0
83	DATTO, INC.	101 MERRITT 7 NORWALK, CT 06851	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2020	$0
84	DELTA DENTAL OF RI	10 CHARLES STREET PROVIDENCE, RI 02904	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/1/2007	$0
85	DEXIA CREDIT LOCAL, NEW YORK BRANCH	445 PARK AVE NEW YORK, NY 10022-2606	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/29/2016	$0
86	DIGITAL AGENT, LLC	2300 WINDY RIDGE PARKWAY SE, SUITE R-50 ATLANTA, GA 30339	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2021	$0
87	DIMENSION DATA NORTH AMERICA INC.	100 MOTOR PARKWAY SUITE 158 HAUPPAUGE, NY 11788	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2009	$0

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88	DISTRIBION	8350 N. CENTRAL EXPRESSWAY SUITE 1600 DALLAS, TX 75206	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2010	$0
89	DOCUSIGN, INC.	1301 2ND AVE, SUITE 2000 SEATTLE, WA 98101-98101	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/15/2017	$0
90	DUPRE LOGISTICS LLC	201 ENERGY PARKWAY SUITE 500 LAFAYETTE, LA 70508	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2009	$0
91	DYNAMIC TAX SOLUTIONS, INC.	12600 DEERFIELD PKWY., SUITE 100 ALPHARETTA, GA 30004	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2010	$0
92	DYNATRON SOFTWARE	2703 TELECOM PKWY SUITE 140A RICHARDSON, TX 75082	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/1/2020	$0
93	EBIX.COM, INC.	ONE EBIX WAY JOHNS CREEK, GA 30097	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/3/2003	$0
94	ECOLOGIX LLC	10820 COMPOSITE DRIVE DALLAS, TX 75220	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/15/2021	$0
95	EMC CORPORATION (TRUSTMARK PROJECT)	8000 SOUTH CHESTER ST SUITE 600 CENTENNIAL, CO 80112	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/10/2006	$0
96	EORIGINAL INC.	401 NORTH BROAD STREET PHILADELPHIA, PA 19108	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/19/2006	$0
97	ESOLUTIONS, INC.	888 W. MARKET STREET LOUISVILLE, KY 40202	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2019	$0
98	ESQUIRE BANK	100 JERICHO QUADRANGLE STE 100 JERICHO, NY 11753	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2010	$0
99	ESSENT GUARANTY, INC.	SUITE 300 101 S. STRATFORD RD WINSTON-SALEM, NC 27104	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2012	$0
100	EVERCORE PARTNERS SERVICES EAST L.L.C.	1325 AVENUE OF THE AMERICAS 11TH FLOOR NEW YORK, NY 10019	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2019	$0
101	EXAMWORKS, INC.	3280 PEACHTREE RD NE STE 2625 ATLANTA, GA 30305-2457	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2014	$0
102	EXCHANGE BANK	440 AVIATION BLVD. SANTA ROSA, CA 95403	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/15/2008	$0
103	FEDERAL-MOGUL MOTORPARTS CORPORATION	27300 WEST 11 MILE ROAD SOUTHFIELD, MI 48034	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2016	$0
104	FEDERAL-MOGUL POWERTRAIN LLC	27300 WEST 11 MILE ROAD, TOWER 300 SOUTHFIELD, MI 48034	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/6/2009	$0
105	FIBERLIGHT	11700 GREAT OAKS WAY SUITE 100 ALPHARETTA, GA 30022	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	2/28/2020	$0
106	FILEX	12150 MAGNOLIA CIR ALPHARETTA, GA 30005	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/15/2021	$0
107	FIRST BANKING SERVICES	2301 S.E. TONE DR ANKENY, IA 50021	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2010	$0
108	FIRST COMMAND FINANCIAL SERVICES	1 FIRSTCOMM PLAZA FORT WORTH, TX 76109	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/20/2009	$0
109	FIRST INVESTORS FINANCIAL SERVICES	380 INTERSTATE NORTH PARKWAY SUITE 300 ATLANTA, GA 30339	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/30/2008	$0
110	FIRST REPUBLIC BANK	388 MARKET STREET 2ND FLOOR SAN FRANCISCO, CA 94111	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/15/2018	$0

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111	FITCH RATINGS, INC.	33 WHITEHALL STREET NEW YORK, NY 10004	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/1/2014	$0
112	FLATIRON CONSTRUCTION, CORP	385 INTERLOCKEN CRESCENT SUITE 900 BROOMFIELD, CO 80021	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/20/2009	$0
113	FLEXTECS	FLEXTECS NORTH AMERICA, LLC 1395 S MARIETTA PKWY BLDG 500, STE 202 MARIETTA, GA 30067	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/23/2010	$0
114	FORMA THERAPEUTICS, INC.	500 ARSENAL STREET, SUITE 100 WATERTOWN, MA 02472	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2020	$0
115	FREDERICK SWANSTON	2400 LAKEVIEW PARKWAY SUITE 175 ALPHARETTA, GA 30009	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/15/2021	$0
116	FRONTLINE EDUCATION	1400 ATWATER DRIVE MALVERN, PA 19355	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2008	$0
117	FULCRUM LEGAL GRAPHICS	4000 CIVIC CENTER DRIVE, SUITE 360 , SAN RAFAEL, CA 94903	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2021	$0
118	G&H TOWING COMPANY, INC.	PO DRAWER 2270 GALVESTON, TX 77553	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/15/2009	$0
119	GANDARA BEHAVIORAL HEALTH CENTER	147 NORMAN STREET WEST SPRINGFIELD, MA 01089	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2019	$0
120	GARDEN OF LIFE, INC.	4200 NORTHCORP PARKWAY SUITE 200 PALM BEACH GARDENS, FL 33410	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2009	$0
121	GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC.	3150 FAIRVIEW PARK DRIVE FALLS CHURCH, VA 22042	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/15/2017	$0
122	GEORGIA DIVISION OF INVESTMENT SERVICES	TWO NORTHSIDE 75 SUITE 500 ATLANTA, GA 30318	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2005	$0
123	GLOBAL AFFILIATES, INC.	230 SUGARTOWN ROAD, SUITE 220 WAYNE, PA 19087	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/15/2014	$0
124	GOYA FOODS, INC.	350 COUNTY ROAD JERSEY CITY, NJ 07307	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2021	$0
125	GRAPHNET, INC.	30 BROAD STREET, 43RD FLOOR NEW YORK, NY 10004	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2018	$0
126	GTT	7900 TYSONS ONE PLACE SUITE 1450 MCLEAN, VA 22102	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/30/2011	$0
127	GTT	114 SANSOME ST, 11 FL SAN FRANCISCO, CA 94104	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	12/1/2013	$0
128	HALIFAX HEALTH	C/O HALIFAX HOSPITAL MEDICAL CENTER, A SPECIAL TAXING DISTRICT 303 N. CLYDE MORRIS BLVD DAYTONA BEACH, FL 32114	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2013	$0
129	HANCOCK WHITNEY BANK	20491 LANDON RD GULFPORT, MS 39503	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/2/2006	$0
130	HARBISONWALKER INTERNATIONAL, INC.	1305 CHERRINGTON PKWY SUITE 100 MOON TOWNSHIP, PA 15108	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/1/2012	$0
131	HERITAGE BANK OF COMMERCE	224 AIRPORT PARKWAY SAN JOSE, CA 95110	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2011	$0
132	HIGHMARK RESIDENTIAL, LLC	5429 LBJ FREEWAY SUITE 800 DALLAS, TX 75240	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/31/2014	$0

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133	HIGHQ INC.	610 OPPERMAN DRIVE EAGAN, MN 55123	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/20/2015	$0
134	HOLLYFRONTIER CORPORATION	2828 N HARWOOD ST STE 1300 DALLAS, TX 75201	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2010	$0
135	HS&BA, INC.	4160 DUBLIN BLVD., SUITE 400 DUBLIN, CA 94568	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2020	$0
136	IKASYSTEMS CORPORATION, DBA ADVANTASURE	1000 TOWNCENTER SOUTHFIELD, MI 48075	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2007	$0
137	INFO DRIVEN SOLUTIONS LLC	41 UNIVERSITY DRIVE NEWTOWN, PA 18940	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2020	$0
138	INNODATA DOCGENIX	THREE UNIVERSITY PLAZA HACKENSACK, NJ 07601	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2012	$0
139	INNODATA SYNODEX LLC	3 UNIVERSITY PLAZA, STE 506 HACKENSACK, NJ 07601	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/15/2011	$0
140	INNOVATIVE LITIGATION SERVICES, LLC	1773 WESTBOROUGH DR., SUITE 400 KATY, TX 77449	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2020	$0
141	INNOVATIVE TECHNOLOGY SOLUTIONS	6522 AIRPORT CENTER DR GREENSBORO, NC 27409	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/31/2014	$0
142	INSPRO TECHNOLOGIES	MAJESCO 412 MT. KEMBLE AVENUE, SUITE 110C MORRISTOWN, NJ 07960	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2009	$0
143	INSTAMED COMMUNICATIONS, LLC	ACCOUNTING DEPARTMENT 1880 JFK BLVD. 12TH FLOOR PHILADELPHIA, PA 19103	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/1/2009	$0
144	INSURANCE HOUSE	400 GALLERIA PARKWAY, SUITE 1100 ATLANTA, GA 30339	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/6/2018	$0
145	INTERNATIONAL BUSINESS MACHINES CORPORATION	100 PHOENIX DRIVE ANN ARBOR, MI 48108	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/30/2009	$0
146	INTERNATIONAL RISK MANAGEMENT	12222 MERIT DRIVE SUITE 1600 DALLAS, TX 75251-2266	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/13/2008	$0
147	INTERWEST INSURANCE SERVICES	8950 CAL CENTER DR BLDG 3, SUITE 200 SACRAMENTO, CA 95826	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/1/2011	$0
148	INTOUCH TECHNOLOGIES, INC.	7402 HOLLISTER AVENUE SANTA BARBARA, CA 93117	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/5/2010	$0
149	INTRALINKS, INC.	404 WYMAN STREET SUITE 1000 WALTHAM, MA 02451	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2018	$0
150	INTUITION LLC	6735 SOUTHPOINT DRIVE SOUTH, STE 300 JACKSONVILLE, FL 32216	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2002	$0
151	INVESCO ADVISERS, INC.	1555 PEACHTREE STREET NE ATLANTA, GA 30309	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/1/2005	$0
152	INVESTORS BANK	101 WOOD AVENUE S. 10TH FLOOR ISELIN, NJ 08830	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2011	$0
153	IPC NETWORK SERVICES INC.	HARBORSIDE FINANCIAL CENTER, PLAZA 10, 3 SECOND STREET 15TH FLOOR, 1500 PLAZA 10 JERSEY CITY, NJ 07311	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	3/8/2016	$0
154	IPIPELINE, INC.	222 VALLEY CREEK BOULEVARD SUITE 300 EXTON, PA 19341	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2010	$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
155	ISTREET SOLUTIONS, LLC	3017 DOUGLAS BLVD.SUITE 300 ROSEVILLE, CA 95661	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/15/2020	$0
156	JACKPINE TECHNOLOGIES	1 MILL AND MAIN PLACE, SUITE 330 MAYNARD, MA 01754	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/1/2020	$0
157	JACOBS LEVY EQUITY MGMT INC	100 CAMPUS DR FLORHAM PARK, NJ 07932-0650	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT	4/1/2003	$0
158	JACOBS LEVY EQUITY MGMT INC	100 CAMPUS DR PO BOX 650 FLORHAM PARK, NJ 07932	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2006	$0
159	JET PROPULSION LABORATORY	4800 OAK GROVE DRIVE M/S 601-209 PASADENA, CA 91109	SUNGARD AVAILABILITY SERVICES, LP	VERICENTER AGREEMENT	6/13/2007	$0
160	JET PROPULSION LABORATORY	4800 OAK GROVE DRIVE M/S 601-209 PASADENA, CA 91109	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/1/2010	$0
161	JETPAY CORPORATION; AD COMPUTER CORPORATION	3361 BOYINGTON DR #180 CARROLLTON, TX 75006	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/15/2012	$0
162	K2SHARE LLC	1005 UNIVERSITY DR EAST COLLEGE STATION, TX 77840	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2010	$0
163	K2SHARE LLC	1005 UNIVERSITY DR EAST COLLEGE STATION, TX 77840	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2018	$0
164	KAISER ALUMINUM FABRICATED PRODUCTS, L.L.C.	27422 PORTOLA PKWY, SUITE 200 FOOTHILL RANCH, CA 92610	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/25/2011	$0
165	KELMAR ASSOCIATES	500 EDGEWATER DRIVE SUITE 525 WAKEFIELD, MA 01880	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2013	$0
166	KIK CORP	7300 KEELE STREET VAUGHAN, ON L4K 0A6 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	10/1/2014	$0
167	LAIRD PLASTICS	5800 CAMPUS CIRCLE DRIVE E SUITE 150 B IRVING, TX 75063	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2005	$0
168	LAITRAM	5200B TOLER STREET HARAHAN, LA 70123	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2010	$0
169	LIGHTSPEED TECHNOLOGY GROUP	1750 MAIN ST. CONYERS, GA 30012	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/31/2008	$0
170	LKQ CORPORATION	500 W MADISON ST STE 2800 CHICAGO, IL 60661-2506	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2009	$0
171	LOGIX COMMUNICATIONS, LP; ALPHEUS COMMUNICATIONS, LLC	1301 FANNIN 20TH FLOOR HOUSTON, TX 77002	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	9/10/2015	$0
172	LOGIX COMMUNICATIONS, LP; ALPHEUS COMMUNICATIONS, LLC	1301 FANNIN 20TH FLOOR HOUSTON, TX 77002	SUNGARD AVAILABILITY SERVICES, LP	COLOCATION SERVICES AGREEMENT	7/10/2006	$0
173	LOGIX COMMUNICATIONS, LP	2950 N. LOOP WEST, SUITE 800 HOUSTON, TX 77092	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	11/1/2017	$0
174	LONG TERM CARE PARTNERS, LLC	100 ARBORETUM DRIVE PORTSMOUTH, NH 03801	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT	5/15/2003	$0
175	LONG TERM CARE PARTNERS, LLC	100 ARBORETUM DRIVE PORTSMOUTH, NH 03801	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR US AVAILABILITY SERVICES	5/15/2003	$0
176	LUCILE PACKARD FOUNDATION FOR CHILDRENS HEALTH	400 HAMILTON AVE STE 340 PALO ALTO, CA 94301-1834	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2018	$0
177	MACQUARIE HOLDINGS (U.S.A.) INC.; MACQUARIE GLOBAL SERVICES (USA) LLC	125 W. 55TH STREET NEW YORK, NY 10019	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR US AVAILABILITY SERVICES	7/1/2007	$0

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178	MAIN LINE HEALTH, INC.	1180 WEST SWEDESFORD ROAD SOUTHPOINT TWO BERWYN, PA 19312	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/22/2010	$0
179	MARIN MUNICIPAL WATER DISTRICT	220 NELLEN AVE CORTE MADERA, CA 94925	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/24/2012	$0
180	MARIN MUNICIPAL WATER DISTRICT	220 NELLEN AVE CORTE MADERA, CA 94925	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/15/2011	$0
181	MARKIT NORTH AMERICA INC.	13455 NOEL ROAD LB #22 SUITE 1150 DALLAS, TX 75240	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/24/2008	$0
182	MASHREQ BANK PSC	17 STATE STREET SUITE 2230 NEW YORK, NY 10004	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/1/2007	$0
183	MASONITE CORPORATION	ONE TAMPA CITY CENTER 201 N. FRANKLIN STREET, SUITE 300 TAMPA, FL 33602	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/24/2008	$0
184	MATHER ECONOMICS	1215 HIGHTOWER TRAIL, BLDG A, S100 ATLANTA, GA 30350	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2020	$0
185	MCGLINCHEY STAFFORD PLLC	MCGLINCHEY STAFFORD PLLC ATTN: ACCOUNTS PAYABLE ITACCOUNTSPAYABLE@MCGLINCHEY.COM 601 POYDRAS ST #1200 NEW ORLEANS, LA 70130	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2009	$0
186	MCIMETRO ACCESS TRANSMISSION SERVICES CORP.; VERIZON BUSINESS NETWORK SERVICES, INC.	6929 N. LAKEWOOD AVE. TULSA, OK 74117	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	12/1/2014	$0
187	MEDQUEST ASSOCIATES, INC.	3480 PRESTON RIDGE RD SUITE 600 ALPHARETTA, GA 30005	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2006	$0
188	MEGAPORT (USA), INC.	3790 EMBARCADERO LN SUITE 100 CARLSBAD, CA 92011	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/20/2020	$0
189	METROPLUS HEALTH PLAN	160 WATER STREET 3RD FLOOR NEW YORK, NY 10038	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/16/2007	$0
190	MIDTOWN MICRO	P.O.BOX 1104 RANCHO CORDOVA, CA 95741	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/15/2014	$0
191	MILLIMAN, INC.	10000 N. CENTRAL EXPRESSWAY SUITE 1500 DALLAS, TX 75231	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/1/2009	$0
192	MODERN BUSINESS ASSOCIATES	9455 KOGER BOULEVARD SUITE 200 SAINT PETERSBURG, FL 33702	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2018	$0
193	MONTGOMERY COUNTY, PA	P.O. BOX 311 NORRISTOWN, PA 19404-0311	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2022	$0
194	MORGANITE INDUSTRIES, INC	4000 WESTCHASE BLVD #170 RALEIGH, NC 27607	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/1/2013	$0
195	MORTGAGE CONTRACTING SERVICES, LLC	4890 W KENNEDY BLVD. SUITE 500 TAMPA, FL 33609	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/13/2009	$0
196	MORTGAGE CONTRACTING SERVICES, LLC	4890 W KENNEDY BLVD. SUITE 500 TAMPA, FL 33609	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT	12/15/2003	$0
197	MOUNT SINAI ENTITIES	1425 MADISON AVENUE NEW YORK, NY 10029	SUNGARD AVAILABILITY SERVICES, LP	SERVICE PURCHASE AGREEMENT	11/1/2015	$0
198	MOUSER ELECTRONICS	1000 N MAIN ST MANSFIELD, TX 76063	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/15/2012	$0
199	MOUSER ELECTRONICS	1000 N MAIN ST MANSFIELD, TX 76063	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/15/2012	$0

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200	NARRAGANSETT BAY INSURANCE COMPANY	1301 ATWOOD AVE SUITE 316E JOHNSTON, RI 02919	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2018	$0
201	NATIONAL BANK OF EGYPT	40 E 52ND ST NEW YORK, NY 10022	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2013	$0
202	NAVINET, INC.	100 SUMMER STREET BOSTON, MA 02110	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2005	$0
203	NAVIS, LLC	NAVIS, INC. 55 HARRISON STREET STE 600 OAKLAND, CA 94607	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2012	$0
204	NEW DEAL DESIGN	1265 BATTERY STREET, FLOOR 5 SAN FRANCISCO, CA 94111	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2021	$0
205	NEW YORK CITY HEALTH AND HOSPITALS CORPORATION	55 WATER STREET NEW YORK, NY 10038	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/1/2019	$0
206	NOVANTAS	485 LEXINGTON AVENUE 20TH FLOOR NEW YORK, NY 10017	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2021	$0
207	NUANCE COMMUNICATIONS, INC.	1 WAYSIDE ROAD BURLINGTON, MA 01803	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2018	$0
208	NUANCE COMMUNICATIONS, INC.	1 WAYSIDE ROAD BURLINGTON, MA 01803	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT	12/31/2002	$0
209	NYU LANGONE HOSPITALS	550 FIRST AVENUE NEW YORK, NY 10016	SUNGARD AVAILABILITY SERVICES, LP	AMENDED AND RESTATED MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2020	$0
210	OMNIPOTECH HOSTING LTD.; REPLYL, INC.	11422A CRAIGHEAD DR. HOUSTON, TX 77025	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2010	$0
211	OMNIPOTECH HOSTING LTD.; REPLYL, INC.	1820 BONANZA ST WALNUT CREEK, CA 94596	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/1/2011	$0
212	OPENTEXT	C/O OPEN TEXT INC 2950 S DELAWARE ST STE 400 BAY MEADOWS STATION 3 BLDG SAN MATEO, CA 94403	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/1/2021	$0
213	OPS ON DEMAND, INC.	807 ROOSEVELT AVE REDWOOD CITY, CA 94061	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2013	$0
214	OPSRAMP, INC.	2580 N FIRST STREET SUITE 480, SAN JOSE, CA 95131	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2012	$0
215	ORACLE AMERICA, INC.	1001 SUNSET BLVD ROCKLIN, CA 95765	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2020	$0
216	OS33; ETCI	P.O.BOX 4668 PMB92946 NEW YORK, NY 10163-4668	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/2/2008	$0
217	OVERHEAD DOOR CORP.	2501 SOUTH STATE HWY 121 SUITE 200 LEWISVILLE, TX 75067	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2011	$0
218	OXBLUE CORPORATION	1777 ELLSWORTH INUSTRIAL BLVD NW ATLANTA, GA 30318	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/18/2012	$0
219	OZ MANAGEMENT LP	9 WEST 57TH STREET 39TH FLOOR NEW YORK, NY 10019	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/31/2017	$0
220	PAS-HOSTING, LLC	406 SW 30TH AVENUE CAPE CORAL, FL 33991	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/15/2018	$0
221	PASON SYSTEMS USA CORP.; PASON SYSTEMS INC.	6130 3RD STREET, SE CALGARY, AB T2H 1K4 CANADA	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/31/2012	$0

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222	PASSENGER GROUND LOGISTICS TECHNOLOGY (PGLT)	36-36 33RD STREET, SUITE 308 LONG ISLAND CITY, NY 11106	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2020	$0
223	PAUL WEISS RIFKIND WHARTON & GARRISON	1285 AVENUE OF AMERICAS NEW YORK, NY 10019	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/28/2007	$0
224	PC CONNECTION, INC. MOREDIRECT, INC.	730 MILFORD ROAD MERRIMACK, NH 03054	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2009	$0
225	PEACHTREE SOLUTIONS	6000 SHAKERAG HILL SUITE 104 PEACHTREE CITY, GA 30269	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/30/2009	$0
226	PENTEC HEALTH, INC.	4 CREEK PARKWAY SUITE A BOOTHWYN, PA 19061	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/31/2009	$0
227	PLATINUM CIRCLE TECHNOLOGIES, INC	1720 WINWARD CONCOURSE SUITE 275 ALPHARETTA, GA 30005	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2008	$0
228	PRACTICAL LABS	322 MAXWELL ROAD SUITE 100 ALPHARETTA, GA 30009	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2021	$0
229	PRINTPACK, INC.	2800 OVERLOOK PARKWAY ATLANTA, GA 30339	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/27/2003	$0
230	PRO UNLIMITED INC.	1350 OLD BAYSHORE HIGHWAY, SUITE 350 BURLINGAME, CA 94010	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2012	$0
231	PROJECT CONSULTANTS, LLC	P.O. BOX 315 SHELL KNOB, MO 65747	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2021	$0
232	RBC CAPITAL MARKETS, LLC	CB RICHARD ELLIS LEASE ADMINISTRAION 5100 POPLAR AVENUE, SUITE 1000 MEMPHIS, TN 38137	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/1/2008	$0
233	RCN TELECOM SERVICES OF NEW YORK, L.P.	22-15 43RD AVE LONG ISLAND CITY, NY 11101	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	7/15/2016	$0
234	REDSTONE FEDERAL CREDIT UNION	220 WYNN DRIVE HUNTSVILLE, AL 35805	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2006	$0
235	REDTAIL SOLUTIONS	210 WEST KENSINGER DR SUITE 100 CRANBERRY TOWNSHIP, PA 16066	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/1/2008	$0
236	REDWOOD TRUST, INC.	8310 SOUTH VALLEY HIGHWAY SUITE 425 ENGLEWOOD, CO 80112	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/1/2006	$0
237	REFLEXIS SYSTEMS, INC.	170 CHASTAIN MEADOWS ST NW BUILDING D KENNESAW, GA 30144	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2010	$0
238	REYES HOLDINGS LLC	6250 NORTH RIVER ROAD SUITE 9000 ROSEMONT, IL 60018	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2007	$0
239	RPMGLOBAL USA INC.	7921 SOUTHPARK PLZ STE 210 LITTLETON, CO 80120	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2022	$0
240	RPNC SYSTEMS, INC	845, LIBERTY CT PISCATAWAY, NJ 08854	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2012	$0
241	RXADVANCE	2 PARK CENTRAL DRIVE SOUTHBOROUGH, MA 01772	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2016	$0
242	SABA SOFTWARE INC.	4120 DUBLIN BLVD SUITE #200 DUBLIN, CA 94568	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/3/2021	$0
243	SAINT-GOBAIN SHARED SERVICES CORPORATION	20 MOORES ROAD MALVERN, PA 19355	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/1/2010	$0
244	SAMSUNG SDS AMERICA, INC.; MTS ALLSTREAM INC.	100 CHALLENGER ROAD 6TH FLOOR RIDGEFIELD PARK, NJ 07660	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2010	$0

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245	SAMSUNG SDS AMERICA, INC.; MTS ALLSTREAM INC.	100 CHALLENGER ROAD 6TH FLOOR RIDGEFIELD PARK, NJ 07660	SUNGARD AVAILABILITY SERVICES, LP	HOSTING MASTER SERVICES AGREEMENT	4/1/2008	$0
246	SAREPTA THERAPEUTICS, INC.	215 1ST. STREET CAMBRIDGE, MA 02142	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2009	$0
247	SC & ASSOCIATES, LLP	13 BOLTON DR MANHASSET, NY 11030	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2021	$0
248	SCP DISTRIBUTORS LLC	109 NORTHPARK BLVD. 4TH FLOOR COVINGTON, LA 70433	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/1/2010	$0
249	SEDGWICK CLAIMS MANAGEMENT SERVICES, INC. FOX HILL HOLDINGS, INC.	ONE UPPER POND RD BUILDING F, 4TH FLOOR PARSIPPANY, NJ 07054	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2005	$0
250	SIERRA-CEDAR, INC.	1255 ALDERMAN DRIVE ALPHARETTA, GA 30005-4156	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICES AGREEMENT	9/5/2000	$0
251	SINTECMEDIA NYC, INC.	530 5TH AVENUE, 19TH FLOOR NEW YORK, NY 10036	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2016	$0
252	SIRIOS CAPITAL MANAGEMENT	1 INTERNATIONAL PLACE #3000 BOSTON, MA 02110	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2009	$0
253	SKILLSOFT	300 INNOVATIVE WAY SUITE 201 NASHUA, NH 03062	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2009	$0
254	SKYLINE STEEL, LLC	8 WOODHOLLOW ROAD SUITE 102 PARSIPPANY, NJ 07054	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2012	$0
255	SMARTCOMMS, LLC THUNDERHEAD INC.	15950 N. DALLAS PKWY SUITE 400 DALLAS, TX 75248	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/17/2012	$0
256	SOCKETLABS ACQUISITION, LLC	700 TURNER INDUSTRIAL WAY SUITE 100 ASTON, PA 19014	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2012	$0
257	SOLARWINDS WORLDWIDE, LLC	1301 S MOPAC EXP BLDG 4 SUITE 360 AUSTIN, TX 78746	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/31/2010	$0
258	SOLUS ALTERNATIVE ASSET MANAGEMENT LP	25 MAPLE STREET SUMMIT, NJ 07901	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/1/2007	$0
259	SOUNDHOUND, INC.	5400 BETSY ROSS DR SANTA CLARA, CA 95054	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2013	$0
260	SOURCE HUB INDIA PRIVATE LIMITED	#29, 3RD FLOOR SRI KRISHNA OPP. RAHEJA PARK MAGADI MAIN ROAD, GOVINDRAJ NAJAR GOVINDRAJ NAJAR, KA 560040 INDIA	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT MASTER AGREEMENT FOR US AVAILABILITY SERVICES	5/1/2009	$0
261	SOUTHEASTERN COMPUTER ASSOCIATES, LLC (SCA)	1690 STONE VILLAGE LANE BUILDING 500, STE 521 KENNESAW, GA 30152	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/28/2011	$0
262	SPECTAGUARD ACQUISITIONS, LLC.	161 WASHINGTON ST. 6TH FLOOR CONSHOHOCKEN, PA 19428	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/1/2007	$0
263	STARWOOD PROPERTY TRUST, INC. LNR PROPERTY	1601 WASHINGTON AVE FL 8 MIAMI BEACH, FL 33139	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/5/2009	$0
264	STATE NATIONAL COMPANIES	1900 L DON DODSON BEDFORD, TX 76021	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/23/2009	$0
265	STEWART TITLE GUARANTY COMPANY	1360 POST OAK BLVD., SUITE 100, MC#15-1 HOUSTON, TX 77056	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2009	$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
266	SUBARU OF AMERICA, INC.	ONE SUBARU DRIVE CAMDEN, NJ 08103	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2007	$0
267	SYNERGYLYNK	2473 WILSON TERRACE UNION, NJ 07083	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/15/2021	$0
268	SYSTEMWARE INC.	15301 DALLAS PARKWAY STE 1100 ADDISON, TX 75001	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2018	$0
269	T.C. ZIRAAT BANK	122 EAST 42ND STR. SUITE 310 NEW YORK, NY 10168	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/1/2009	$0
270	TARRANT COUNTY HOSPITAL DISTRICT D/B/A JPS HEALTH	1500 SOUTH MAIN STREET FORT WORTH, TX 76104	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2020	$0
271	TEACH FOR AMERICA	25 BROADWAY 12TH FLOOR NEW YORK, NY 10004	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2007	$0
272	TEACHERS RETIREMENT SYSTEM OF GA	2 NORTHSIDE DRIVE 75, SUITE 400 ATLANTA, GA 30318	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICEs	2/15/2006	$0
273	TEACHERS RETIREMENT SYSTEM OF GA	2 NORTHSIDE DRIVE 75, SUITE 400 ATLANTA, GA 30318	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT	11/14/2002	$0
274	THE ALDRIDGE COMPANY	P.O. BOX 56506 HOUSTON, TX 77256	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2012	$0
275	THE BESSEMER GROUP	100 WOODBRIDGE CTR DRIVE WOODBRIDGE, NJ 07095	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/6/2004	$0
276	THE BIG IDEA	331 9TH ST NE ATLANTA, GA 30309	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/15/2021	$0
277	THE MANUFACTURERS LIFE INSURANCE COMPANY	200 BLOOR STREET EAST TORONTO, ON M4W 1E5 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/1/2008	$0
278	THE NORTH HIGHLAND COMPANY	3333 PIEDMONT ROAD, NE SUITE 1000 ATLANTA, GA 30305	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	12/1/2020	$0
279	THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK	630 WEST 168TH STREET - PH 18-115 NEW YORK, NY 10032	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/27/2010	$0
280	THERAPUTE	6501 PEAKE ROAD #300 MACON, GA 31210	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2006	$0
281	THIRD POINT LLC	55 HUDSON YARDS 51ST FLOOR NEW YORK, NY 10001	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2011	$0
282	THOMAS GALLAWAY CORPORATION DBA TECHNOLOGENT	100 SPECTRUM CENTER DRIVE, STE 700 IRVINE, CA 92618	SUNGARD AVAILABILITY SERVICES, LP	SUBCONTRACTOR AGREEMENT	12/15/2015	$0
283	THOMAS JEFFERSON UNIVERSITY HOSPITALS, INC.	833 CHESTNUT STREET SUITE 600 PHILADELPHIA, PA 19107	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/1/2008	$0
284	TIME WARNER CABLE ENTERPRISES LLC	12405 POWERSCOURT DRIVE SAINT LOUIS, MO 63131	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	2/1/2014	$0
285	TOPBUILD SUPPORT SERVICES, INC.; MASCO CONSTRACTOR SERVICES	475 N. WILLIAMSON BLVD. DAYTONA BEACH, FL 32114	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2019	$0
286	TOPBUILD SUPPORT SERVICES, INC.; MASCO CONSTRACTOR SERVICES	475 N. WILLIAMSON BLVD. DAYTONA BEACH, FL 32114	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2005	$0
287	TORY BURCH	11 WEST 19TH STREET, 7TH FL- NEW YORK, NY 10011	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/4/2012	$0
288	TP ICAP AMERICAS HOLDINGS INC.	155 BISHOPSGATE LONDON, EC2M 3TP	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2021	$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
289	TRANSACTIS, INC.	1250 BROADWAY 34TH FLOOR NEW YORK, NY 10001	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/30/2013	$0
290	TRUE RELIGION BRAND JEANS	1888 ROSECRANS AVE. MANHATTAN BEACH, CA 90266	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/1/2009	$0
291	TYNDALE COMPANY, INC.	5050 APPLEBUTTER ROAD PIPERSVILLE, PA 18947	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/19/2012	$0
292	UNICEF	UNICEF HOUSE - PROJECT FOCAL POINT 3 UNITED NATIONS PLAZA NEW YORK, NY 10017	SUNGARD AVAILABILITY SERVICES, LP	CONTRACT FOR RELOCATION OF AND HOSTING SOLUTION FOR UNICEF'S EXISTING DISASTER RECOVERY DATA CENTER CONDITIONS RELATING TO THE HOSTING SERVICES	6/9/2011	$0
293	UNICEF	UNICEF HOUSE - PROJECT FOCAL POINT 3 UNITED NATIONS PLAZA NEW YORK, NY 10017	SUNGARD AVAILABILITY SERVICES, LP	CONTRACT NO. 43110856	5/19/2009	$0
294	UNITE PRIVATE NETWORKS	120 S. STEWART RD. LIBERTY, MO 64068	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2012	$0
295	UNITE PRIVATE NETWORKS	120 S. STEWART RD. LIBERTY, MO 64068	SUNGARD AVAILABILITY SERVICES, LP	MASTER COLOCATION AGREEMENT	9/27/2012	$0
296	UNITED MERCHANT SERVICES, INC	255 S STATE RT. 17 HACKENSACK, NJ 07601	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/27/2011	$0
297	UNITED STATES ADVANCED NETWORK, INC.	3080 NORTHWOODS CIRCLE PEACHTREE CORNERS, GA 30071	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/30/2018	$0
298	UNITI FIBER	9501 INTERNATIONAL COURT N ST PETERSBURG, FL 33716	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	10/1/2017	$0
299	UNWIRED LTD	1331 7TH ST., SUITE A BERKELEY, CA 94710	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT MASTER COLOCATION AGREEMENT	12/1/2012	$0
300	US FOODS, INC.	8075 S RIVER TEMPE, AZ 85284	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/1/2013	$0
301	VITAS HEALTHCARE CORP	123 SE 3RD AVE # 440 MIAMI, FL 33111	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/1/2009	$0
302	VOX SCIENCE CORPORATION	3960 HOWARD HUGHES PKWY LAS VEGAS, NV 89169	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2018	$0
303	WE FLORIDA FINANCIAL; CITY COUNTY CREDIT UNION OF FORT LAUDERDALE, A STATE CHARTERED CREDIT UNION	1982 N. STATE ROAD 7 POMPANO BEACH, FL 33063	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/30/2006	$0
304	WELLHEAD ELECTRIC CO.	650 BERCUT DR. SACRAMENTO, CA 95811	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/1/2021	$0
305	WESTERN TOOL & SUPPLY COMPANY	1447 MARIANI CT STE 102 TRACY, CA 95376	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2018	$0
306	WINDSTREAM COMMUNICATIONS, INC.	11101 ANDERSON DRIVE SUITE 100 LITTLE ROCK, AR 72212	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	3/1/2016	$0
307	WOLF, GREENFIELD & SACKS PC	600 ATLANTIC AVENUE BOSTON, MA 02210	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/10/2006	$0
308	WORKWAVE LLC	3600 ROUTE 66 SUITE 400 NEPTUNE, NJ 07753	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	2/1/2008	$0
309	XO COMMUNICATIONS SERVICES, LLC.	6929 N LAKEWOOD AVE TULSA, OK 74117	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	8/1/2014	$0
310	YARDI SYSTEMS, INC.	430 SOUTH FAIRVIEW AVE GOLETA, CA 93117	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/1/2007	$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
311	ZAYO GROUP, LLC	400 CENTENNIAL PARKWAY - SUITE 200 LOUISVILLE, CO 80027	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/1/2012	$0
312	ZAYO GROUP, LLC	990 S BROADWAY SUITE 100 DENVER, CO 80209	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT	8/1/2013	$0
313	ZAYO GROUP, LLC (GOOGLE PROJECT)	1805 29TH ST - SUITE 2050 BOULDER, CO 80301	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER RESELLER AGREEMENT	9/17/2015	$0
314	ZELIS NETWORK SOLUTIONS, LLC COALITION AMERICA, INC.	TWO CONCOURSE PARKWAY SUITE 300 ATLANTA, GA 30328	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2007	$0
315	ZENSAR TECHNOLOGIES INC.	14475 NE 24TH ST SUITE 110 BELLEVUE, WA 98007	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/5/2020	$0

Notes:
[1] Unless otherwise indicated, any reference to a particular agreement includes all service orders, cover sheets, schedules, exhibits, addenda, statements of work or other documents executed pursuant to such agreement and any amendments, modifications or supplements thereto.

Schedule 2: Vendor Agreements

NO.	COUNTERPARTY	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
1	ABM BUILDING SERVICES LLC; ABM JANITORIAL SERVICES, INC.	4100 AMON CARTER BLVD STE 112 FORT WORTH, TX 76155 ATTN: RICK EVANS RICK.EVANS@ABM.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR JANITORIAL SERVICES	4/1/2013	$75,234
2	ABM BUILDING SERVICES LLC	1775 THE EXCHANGE ST ATLANTA, GA 30339 ATTN: KEVIN COLLIGAN KEVIN.COLLIGAN@ABM.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	8/1/2015	$105,190
3	AIR SYSTEMS SERVICE & CONSTRUCTION	10381 OLD PLACERVILLE RD STE 100 SACRAMENTO, CA 95827 ATTN: CHRISTOPHER A MERINO CMERINO@AIRSYSTEMS1.COM	SUNGARD AVAILABILITY SERVICES, LP	PROFESSIONAL SERVICES AGREEMENT	1/1/2016	$11,944
4	AIR SYSTEMS SERVICE & CONSTRUCTION; AIR SYSTEMS OF SACRAMENTO, INC.	10381 OLD PLACERVILLE RD STE 100 SACRAMENTO, CA 95827 ATTN: CHRISTOPHER A MERINO CMERINO@AIRSYSTEMS1.COM	SUNGARD AVAILABILITY SERVICES, LP	FULL-SERVICE MAINTENANCE AGREEMENT	5/28/2021	
5	AMERICAN MECHANICAL SERVICES OF TEXAS (AMS)	3033 KELLWAY DRIVE CARROLLTON, TX 75006 ATTN: JOSEPH FORD JFORD@AMSOFUSA.COM	SUNGARD AVAILABILITY SERVICES, LP	FULL COVERAGE SERVICE CONTRACT	6/1/2022	$0
6	ARBON EQUIPMENT CORP	175 CAMPUS DRIVE PO BOX 6326 EDISON, NJ 08837 ATTN: JOHN DENNIS JDENNIS@RITEHITE.COM	SUNGARD AVAILABILITY SERVICES, LP	PLANNED MAINTENANCE AGREEMENT	1/12/2022	$0
7	ASSOCIATED ELEVATOR COMPANIES	583D FOREST ROAD SOUTH YARMOUTH, MA 02664 ATTN: JANLAURA BIRCHETT	SUNGARD AVAILABILITY SERVICES, LP	LUBRICATION SERVICE PROGRAM AGREEMENT	NONE	$593
8	AT&T SERVICES INC; AT&T CORP.	208 S AKARD STREET AT&T DALLAS, TX 75202 ATTN: TIM GUYETTE TG8268@ATT.COM	SUNGARD AVAILABILITY SERVICES, LP; SUNGARD NETWORK SOLUTIONS, INC.	CIRCUIT ORDERS	VARIOUS	$247,323
9	AUTOMATIC LOGIC CORP	6665 S KENTON STREET SUITE 206 CENTENNIAL, CO 80111 ATTN: GARY MOORE CSPADMIN@ICSICONTROLS.COM	SUNGARD AVAILABILITY SERVICES, LP	PROPOSAL	5/28/2019	$920
10	BISSELL BROS	3207 LUYUNG DRIVE BISSELL BROTHERS RANCHO CORDOVA, CA 95742 ATTN: ARON CULVER ARON@CLEANINGCREW.COM	SUNGARD AVAILABILITY SERVICES, LP	BUILDING MAINTENANCE AND PROPOSAL AGREEMENT	NONE	$0
11	CABLEVISION LIGHTPATH LLC; CABLEVISION LIGHTPATH, INC.	200 JERICHO QUADRANGLE JERICHO, NY 11753 ATTN: ADE ADEMILOLA ADE.ADEMILOLA@LIGHTPATHFIBER.COM	SUNGARD AVAILABILITY SERVICES, LP	CIRCUIT ORDERS	VARIOUS	$986
12	COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC	ONE COMCAST CENTER1701 JFK BLVD. PHILADELPHIA, PA 19103 ATTN: MICHAEL SZEWCZYK MICHAEL_SZEWCZYK@COMCAST.COM	SUNGARD AVAILABILITY SERVICES, LP	CIRCUIT ORDERS	VARIOUS	$9,993
13	CUMMINS PACIFIC; CUMMINS, INC.	ATTN: GENERAL COUNSEL 1939 DEERE AVE IRVINE, CA 92606 ATTN: MARILYN EARL MARILYN.EARL@CUMMINS.COM	SUNGARD AVAILABILITY SERVICES, LP	PLANNED MAINTENANCE AGREEMENT	5/6/2021	$13,282

NO.	COUNTERPARTY	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
14	CUMMINS ROCKY MOUNTAIN; CUMMINS, INC.	ATTN: WILLY COLBY 8211 EAST 96TH AVE HENDERSON, CO 80640 ATTN: MICHAEL VITCO MICHAEL.A.VITCO@CUMMINS.COM	SUNGARD AVAILABILITY SERVICES, LP	PLANNED MAINTENANCE AGREEMENT	11/10/2020	$2,486
15	DIRECT ENERGY BUSINESS LLC; DIRECT ENERGY LLC	1001 LIBERTY AVENUE PITTSBURGH, PA 15222 ATTN: (LL 3RD PARTY) CHUCK WILK KIM KOSNIK WWW.PREMIERENERGYGROUP.COM CUSTOMERRELATIONS@DIRECTENERGY.COM	SUNGARD AVAILABILITY SERVICES, LP	RENEWABLE ENERGY PURCHASE AGREEMENT	4/20/2021	$12,464
16	EDF ENERGY	601 TRAVIS STREET SUITE 1700 HOUSTON, TX 77002 ATTN: CHERIE FULLER CHERIE.FULLER@EDFENERGYNA.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER RETAIL ELECTRICITY SALES AGREEMENT	2/18/2022	$223,647
17	ENERGY HARBOR	168 EAST MARKET STREET AKRON, OH 44308 FIRSTCHOICE@ENERGYHARBOR.COM	SUNGARD AVAILABILITY SERVICES, LP	CUSTOMER SUPPLY AGREEMENT	6/19/2020	$1,299
18	ENGIE RESOURCES; GDF SUEZ ENERGY RESOURCES	1990 POST OAK BLVD. HOUSTON, TX 77056 CARE@ENGIERESOURCES.COM	SUNGARD AVAILABILITY SERVICES, LP	CUSTOMER SUPPLY AGREEMENT; MASTER ELECTRIC ENERGY SALES AGREEMENT	1/25/2010	$182,491
19	ETG FIRE	2131 SOUTH JASMINE ST DENVER, CO 80222 ATTN: MIKE MCNIERNEY MIKE@ETGFIRE.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICES AGREEMENT	1/23/2015	$14,377
20	HILLER FIRE PROTECTION	HILLER FIRE PROTECTION 18 SOUTH HUNT RD MARLBOROUGH, MA 01752 ATTN: JAMES BUGENHAGEN JBUGENHAGEN@HILLERCOMPANIES.COM	SUNGARD AVAILABILITY SERVICES, LP	MAINTENANCE AND INSPECTION AGREEMENT	3/4/2020	$0
21	HOLT CAT	HOLT CAT 5665 SOUTHEAST LOOP 410 SAN ANTONIO, TX 78222 ATTN: NATE HISSIN DAVID.HISSIN@HOLTCAT.COM	SUNGARD AVAILABILITY SERVICES, LP	MAINTENANCE AGREEMENT	10/1/2021	$0
22	INTEGRATED CONTROL SYSTEMS INC (ICSI)	6665 S KENTON STREET SUITE 206 CENTENNIAL, CO 80111 ATTN: JARRED KESSLER JROBERTS@ICSICONTROLS.COM	SUNGARD AVAILABILITY SERVICES, LP	SERVICE AGREEMENT PROPOSAL	12/14/2021	$1,883
23	INTELLITECH	1031 SERPENTINE LANE SUITE 101 PLEASANTON, CA 94566 ATTN: LOLA ABDOUN LABDOUN@GOTOITSI.COM	SUNGARD AVAILABILITY SERVICES, LP	PREVENTATIVE MAINTENANCE AGREEMENT	6/1/2021	$0
24	JANI-KING OF DALLAS	ATTN: GENERAL COUNSEL 4535 SUNBELT DR ADDISON, TX ATTN: COLBY GREGORY CGREGORY@JANIKINGDFW.COM	SUNGARD AVAILABILITY SERVICES, LP	MAINTENANCE AGREEMENT	4/1/2012	$1,878
25	LAWNMAN	4871 FLORIN PERKINS ROAD SACRAMENTO, CA 95826 ATTN: BURNIE LENAU BURNIE@LAWNMAN.NET	SUNGARD AVAILABILITY SERVICES, LP	LANDSCAPE MAINTENANCE AGREEMENT	3/2/2015	$0
26	LHC SERVICES LLC	1101 HUNTERS LN ASHLAND CITY, TN 37015 ATTN: BO LARSEN BO.LARSSEN@LHCSERVICES.COM	SUNGARD AVAILABILITY SERVICES, LP	CONTRACT FOR FACILITIES ENGINEERING SERVICES	4/18/2017	$21,558

NO.	COUNTERPARTY	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
27	LOGICAL SOLUTIONS INC (LSI)	407 INTERNATIONAL PARKWAY SUITE 406 RICHARDSON, TX 75081 ATTN: BILLY CUDD BCUDD@LSICONTROLS.COM	SUNGARD AVAILABILITY SERVICES, LP	ESM SYSTEM SUPPORT AGREEMENT	10/1/2021	$1,218
28	LSI LOGICAL SOLUTION INC	407 INTERNATIONAL PKWY STE 406 RICHARDSON, TX 75081 ATTN: BILLY CUDD BCUDD@LSICONTROLS.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR CONTRACTOR SERVICES	1/29/2014	
29	LUMEN; LEVEL 3 COMMUNICATIONS	LEVEL 3/LUMEN 1025 ELDORADO BLVD. BROOMFIELD, CO 80021 ATTN: GERRI MCCORMICK GERRI.MCCORMICK@LUMEN.COM	SUNGARD AVAILABILITY SERVICES, LP	CIRCUIT ORDERS	VARIOUS	$76,770
30	MID AMERICAN ELEVATOR CO	55 MILL STREET 3A NEWTON, NJ 07860 ATTN: KATHY D'AMBROSIO KDAMBROSIO@USAHOIST.COM	SUNGARD AVAILABILITY SERVICES, LP	ELEVATOR MAINTENANCE AGREEMENT	12/9/2021	$0
31	MILE HIGH WATER TEC INC	6836 DUDLEY CIR ARVADA, CO 80004 ATTN: MAX W. MOLDEN MMOLDEN.MHWTEC@GMAIL.COM	SUNGARD AVAILABILITY SERVICES, LP	WATER TREATMENT SERVICE CONTRACT	6/8/2020	$0
32	MTS ALLSTREAM INC	200 WELLINGTON STREET WEST TORONTO, ON M5V 3G2 CANADA ATTN: JOSEE GAGNON JOSEE.GAGNON@ALLSTREAM.COM	SUNGARD AVAILABILITY SERVICES, LP	CIRCUIT ORDERS	VARIOUS	$0
33	NALCO COMPANY LLC; NALCO WATER	1 ECOLAB PLACE ST. PAUL, MN 55102-2233 ATTN: SCOTT GIOVANETTI SCOTT.GIOVANETTI@ECOLAB.COM	SUNGARD AVAILABILITY SERVICES, LP	WATER TREATMENT PROGRAM PROPOSAL	9/18/2020	$627
34	PRIME POWER SERVICES INC	PRIME POWER 8225 TROON CIRCLE AUSTELL, GA 30168 ATTN: HEATHER NATIONS HNATIONS@PRIMERPOWER.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR CONTRACTOR SERVICES	10/1/2013	$8,960
35	SOUTHWORTH-MILTON, INC.; MILTON CAT	MILTON CAT SERVICE AGREEMENTS 100 QUARRY DRIVE MILFORD, MA 01757 ATTN: ALEX TUTTLE SERVICESOLUTIONSCENTER@MILTONCAT.COM	SUNGARD AVAILABILITY SERVICES, LP	ONSITE SCHEDULED MAINTENANCE PLAN	4/6/2020	$4,632
36	SYNCHRONOSS	SYNCHRONOSS TECHNOLOGIES, INC. 200 CROSSING BLVD. BRIDGEWATER, NEW JERSEY 08807 ATTN: DERIC VINYARD DERIC.VINYARD@SYNCHRONOSS.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER AGREEMENT	9/30/2021	$35,000
37	VERIZON BUSINESS NETWORK SERVICES INC	ATTN: GENERAL COUNSEL 1801 MARKET ST PHILADELPHIA, PA 19103 ATTN: RYAN MCINTYRE RYAN.MCINTYRE@VERIZON.COM	SUNGARD AVAILABILITY SERVICES, LP	CIRCUIT ORDERS	VARIOUS	$208,119
38	VERTIV CORPORATION; EMERSON NETWORK POWER; LIEBERT SERVICES	ATTN: GENERAL COUNSEL 1050 DEARBORN DRIVE COLUMBUS, OH 43085 ATTN: HEATHER HILL HEATHER.HILL@VERTIV.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	6/3/2009	$669,068
39	ZAYO CANADA INC.; ZAYO CANADA	200 WELLINGTON STREET WEST TORONTO, ON M5V 3G2 CANADA ATTN: CARLIE SHOONER CARLIE.SHOONER@ZAYO.COM	SUNGARD AVAILABILITY SERVICES, LP	CIRCUIT ORDERS	VARIOUS	$2,818

Notes:
[1] Unless otherwise indicated, any reference to a particular agreement includes all service orders, schedules, exhibits, addenda, statements of work or other documents executed pursuant to such agreement and any amendments, modifications or supplements thereto.

Schedule 3: Leases

NO.	LESSOR	LESSOR ADDRESS	DEBTOR	PROPERTY ADDRESS	CURE AMOUNT
1	DI ASSET CO LLC	LANDMARK DIVIDEND LLC 400 CONTINENTAL BLVD SUITE 500 EL SEGUNDO, CA 90245 ATTN: JOSEF BOBECK, GENERAL COUNSEL	SUNGARD AVAILABILITY SERVICES, LP	1001 CAMPBELL RD RICHARDSON, TX 75081	$322,150
2	1500 NET- WORKS ASSOCIATES, LP	AMERIMAR ENTERPRISES INC 210 WEST RITTENHOUSE SQUARE STE 1900 PHILADELPHIA, PA 19103	SUNGARD AVAILABILITY SERVICES, LP	1500 SPRING GARDEN ST PHILADELPHIA, PA 19130	$482,470
3	RAINIER DC ASSETS, LLC; TRES RANCHO CORDOVA, LP	CUSHMAN & WAKEFIELD 400 CAPITOL MALL SUITE 1800 SACRAMENTO, CA 95814	SUNGARD AVAILABILITY SERVICES, LP	11085 SUN CENTER DR RANCHO CORDOVA, CA 95670	$303,781
4	DIGITAL COMMERCE BOULEVARD, LLC	DIGITAL REALTY TRUST FOUR EMBARCADERO CENTER STE 3200 SAN FRANCISCO, CA 94111	SUNGARD AVAILABILITY SERVICES, LP	410 COMMERCE BLVD CARLSTADT, NJ 07072	$530,354
5	410 COMMERCE BOULEVARD; 410 COMMERCE LLC	RUSSO DEVELOPMENT 570 COMMERCE BOULEVARD CARLSTADT, NJ 07072	SUNGARD AVAILABILITY SERVICES, LP	410 COMMERCE BLVD CARLSTADT, NJ 07072	$353,748
6	ALLEGHENY DC ASSETS LLC; DC-11650 GREAT OAKS WAY, LLC	4890 WEST KENNEDY BLVD STE 650 TAMPA, FL 33609	SUNGARD AVAILABILITY SERVICES, LP	11620 GREAT OAKS WAY ALPHARETTA GA, 30005	$157,184
7	LANDMARK DIGITAL INFRASTRUCTURE OPERATING COMPANY LLC; 250 LOCKE DRIVE CORPORATION	LANDMARK DIVIDEND LLC 400 CONTINENTAL BLVD SUITE 500 EL SEGUNDO, CA 90245 ATTN: JOSEF BOBECK, GENERAL COUNSEL	SUNGARD AVAILABILITY SERVICES, LP	250 LOCKE DR MARLBOROUGH, MA 01752	$209,261
8	LMRK DI PROPCO LLC	LANDMARK DIVIDEND LLC 400 CONTINENTAL BLVD SUITE 500 EL SEGUNDO, CA 90245 ATTN: JOSEF BOBECK, GENERAL COUNSEL	SUNGARD AVAILABILITY SERVICES, LP	5600 UNITED DR SMYRNA, GA 30082	$202,922
9	COMMERCENTER #21	C/O MAJESTIC REALTY CO 13191 CROSSROADS PKWY NORTH SIXTH FLOOR CITY OF INDUSTRY, CA 91746	SUNGARD AVAILABILITY SERVICES, LP	3431-3491 WINDSOR DRIVE AURORA, CO 80011	$127,395
10	SPRINT COMMUNICATIONS COMPANY L.P.[1]	391 SPRINT PARKWAY OVERLAND PARK, KS 66251-2040 ATTN: REAL ESTATE ATTORNEY	SUNGARD AVAILABILITY SERVICES, LP	3431-3491 WINDSOR DRIVE AURORA, CO 80011	$0

Notes

[1] Sprint is the lessee under a sublease agreement with Sungard Availablity Services LP as the lessor.

This is Exhibit **"L"** referred to in the Affidavit of Michael K. Robinson sworn before me on September 9, 2022 by videoconference in accordance with O. Reg 431/20.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Natalie E. Levine
LSO# 64908K

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 258**

NOTICE OF RESET HEARING ON APPROVAL OF THE DISCLOSURE STATEMENT

PLEASE TAKE NOTICE THAT the hearing on *Debtors' Motion for Entry of an Order (I) Conditionally Approving the Disclosure Statement; (II) Approving the Combined Hearing Notice; (III) Approving the Solicitation and Notice Procedures; (IV) Approving the Forms of Ballots and Notices; (V) Approving Certain Dates and Deadlines in Connection with the Solicitation and Confirmation of the Plan and (VI) Scheduling a Combined Hearing on (A) Final Approval of the Disclosure Statement and (B) Confirmation of the Plan* [Docket No. 258], previously set for August 31, 2022 at 10:00 a.m., has been **reset to September 7, 2022 at 10:30 a.m. (prevailing Central Time)**. **Parties should consult the Order at Docket No. 219 for all deadlines related to the Sale Hearing.**

You may participate in the hearing either in person or by audio/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.

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.

[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.

Dated: August 30, 2022
Houston, Texas

/s/ *Matthew D. Cavenaugh*

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Certificate of Service

I certify that on August 30, 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/ *Matthew D. Cavenaugh*
Matthew D. Cavenaugh

This is Exhibit **"M"** referred to in the Affidavit of Michael K. Robinson sworn before me on September 9, 2022 by videoconference in accordance with O. Reg 431/20.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Natalie E. Levine
LSO# 64908K

THIS IS NOT A SOLICITATION OF AN ACCEPTANCE OR REJECTION OF THE PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL THIS COMBINED DISCLOSURE STATEMENT AND PLAN HAS BEEN APPROVED FOR SOLICITATION BY THE BANKRUPTCY COURT. THIS COMBINED DISCLOSURE STATEMENT AND PLAN IS BEING SUBMITTED FOR APPROVAL BUT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT FOR SOLICITATION. THE INFORMATION IN THIS COMBINED DISCLOSURE STATEMENT AND PLAN IS SUBJECT TO CHANGE. THIS COMBINED DISCLOSURE STATEMENT AND PLAN IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND JOINT CHAPTER 11 PLAN OF SUNGARD AS NEW HOLDINGS, LLC AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

[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.

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TABLE OF EXHIBITS

Introduction

The above-captioned debtors and debtors in possession (collectively, the "Debtors") propose this *First Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Sungard AS New Holdings, LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as applicable, the "Disclosure Statement," "Plan and Disclosure Statement," or "Plan") pursuant to Bankruptcy Code section 1125, to holders of Claims against and Interests in the Debtors in connection with the solicitation of votes for acceptance of the Plan. The Debtors are the proponents of the Plan within the meaning of Bankruptcy Code section 1129. Other agreements and documents supplement this Plan and have been or will be filed with the Bankruptcy Court. Unless otherwise indicated, capitalized terms used herein shall have the meanings set forth in Article I, below.

Disclaimer

This Plan and Disclosure Statement describes certain statutory provisions, events in the Chapter 11 Cases and certain documents that may be attached or incorporated by reference. Although the Debtors believe that this information is fair and accurate, this information is qualified in its entirety to the extent that it does not set forth the entire text of such documents or statutory provisions. The information contained herein or attached hereto is made only as of the date of this Plan and Disclosure Statement. There can be no assurances that the statements contained herein will be correct at any time after such date.

THIS PLAN AND DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH BANKRUPTCY CODE SECTIONS 1123 AND 1125 AND BANKRUPTCY RULE 3016 AND NOT NECESSARILY IN ACCORDANCE WITH FEDERAL, STATE OR FOREIGN SECURITIES LAWS OR OTHER NON-BANKRUPTCY LAWS. THIS PLAN AND DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE OR FOREIGN SECURITIES COMMISSION OR ANY SECURITIES EXCHANGE OR ASSOCIATION, NOR HAS THE SEC, ANY STATE OR FOREIGN SECURITIES COMMISSION OR ANY SECURITIES EXCHANGE OR ASSOCIATION REVIEWED OR COMMENTED ON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED HEREIN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. OTHER THAN THE BANKRUPTCY COURT AND, SOLELY WITH RESPECT TO SUNGARD AS CANADA, THE CANADIAN COURT, NO OTHER GOVERNMENTAL OR OTHER REGULATORY AGENCY APPROVALS HAVE BEEN SOUGHT OR OBTAINED AS OF THE DATE OF THE MAILING OF THIS PLAN AND DISCLOSURE STATEMENT.

TO THE EXTENT APPLICABLE, UPON CONSUMMATION OF THE PLAN, CERTAIN OF THE SECURITIES DESCRIBED IN THIS PLAN AND DISCLOSURE STATEMENT WILL BE ISSUED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OR SIMILAR FEDERAL, STATE, LOCAL OR FOREIGN LAWS, IN RELIANCE ON THE EXEMPTION SET FORTH IN BANKRUPTCY CODE SECTION 1145 TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO THE EXTENT EXEMPTIONS FROM REGISTRATION UNDER SECTION 1145 OF THE BANKRUPTCY CODE OR APPLICABLE FEDERAL SECURITIES LAW DO NOT APPLY, THE SECURITIES MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO A VALID EXEMPTION OR UPON REGISTRATION UNDER THE SECURITIES ACT.

The Debtors submit this Plan and Disclosure Statement, as may be amended from time to time, under Bankruptcy Code section 1125 and Bankruptcy Rule 3016 to all of the Debtors' known Holders of Claims entitled to vote on the Plan. The purpose of this Plan and Disclosure Statement is to provide adequate information to enable Holders of Claims who are entitled to vote on the Plan to make an informed decision in exercising their respective right to vote on the Plan. Every effort has been made to provide adequate information to Holders of Claims on how various aspects of the Plan affect their respective interests.

In preparing this Plan and Disclosure Statement, the Debtors relied on financial data derived from their books and records or that was otherwise made available to them at the time of such preparation and on various assumptions. Although the Debtors believe that such information fairly reflects the financial condition of the Debtors as of the date hereof and that the assumptions regarding future events reflect reasonable business judgments, the Debtors make no representations or warranties as to the accuracy of the financial information contained herein or assumptions regarding

the Debtors' financial condition and their future results and operations. The financial information contained in this Plan and Disclosure Statement and in its exhibits has not been audited by a certified public accountant and has not been prepared in accordance with generally accepted accounting principles in the United States or any other jurisdiction.

The Debtors are making the statements and providing the financial information contained in this Plan and Disclosure Statement as of the date hereof, unless otherwise specifically noted. Although the Debtors may subsequently update the information in this Plan and Disclosure Statement, the Debtors do not have an affirmative duty to do so, and expressly disclaim any duty to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise. Holders of Claims and Interests reviewing this Plan and Disclosure Statement should not infer that, at the time of their review, the facts set forth herein have not changed since this Plan and Disclosure Statement was filed. Information contained herein is subject to completion or amendment. The Debtors reserve the right to file an amended plan and disclosure statement.

Confirmation and effectiveness of the Plan are subject to certain conditions precedent described in Article XV herein. There is no assurance that the Plan will be confirmed or, if confirmed, that such conditions precedent will be satisfied or waived. Each Holder of a Claim entitled to vote on the Plan is encouraged to read this Plan and Disclosure Statement in its entirety, including, but not limited to Article XVIII of this Plan and Disclosure Statement entitled "Plan-Related Risk Factors," before submitting its ballot to vote to accept or reject the Plan. Even after the Effective Date, Distributions under the Plan may be subject to delay so that Disputed Claims can be resolved.

The Debtors have not authorized any entity to give any information about or concerning the Plan and Disclosure Statement other than that which is contained in this Plan and Disclosure Statement. The Debtors have not authorized any representations concerning the Debtors or the value of their property other than as set forth in this Plan and Disclosure Statement.

If the Plan is confirmed by the Bankruptcy Court and the Effective Date occurs, all Holders of Claims and Interests (including Holders of Claims or Interests that are not entitled to vote on the Plan) will be bound by the terms of the Plan and any transactions contemplated hereby.

The contents of this Plan and Disclosure Statement should not be construed as legal, business, financial, or tax advice. Each Holder of a Claim or Interest should consult his, her, or its own legal counsel, accountant, or other advisors as to legal, business, financial, tax and other matters concerning his, her, or its Claim or Interest, the solicitation, or the transactions contemplated by the Plan and Disclosure Statement. This Plan and Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to confirmation of the Plan.

Nothing contained herein shall constitute an admission of any fact, liability, stipulation or waiver by any party or be deemed evidence of the tax or other legal effects of the Plan on the Debtors or on Holders of Claims or Interests.

The Solicitation

This Plan and Disclosure Statement is submitted by the Debtors to be used in connection with the solicitation of votes on the Plan. The Debtors requested that the Bankruptcy Court hold a hearing on conditional approval of this Plan and Disclosure Statement to determine whether this Plan and Disclosure Statement contains "adequate information" in accordance with Bankruptcy Code section 1125. The Bankruptcy Court entered an order conditionally approving the Disclosure Statement as containing adequate information on [●], 2022. [Docket No. [●] (the "DS Order"). Pursuant to Bankruptcy Code section 1125(a)(1), "adequate information" is defined as "information of a kind, and in sufficient detail, as far as reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records . . . that would enable a hypothetical reasonable investor typical of holders of claims or interests of the relevant class to make an informed judgment about the plan . . . ." 11 U.S.C. § 1125(a)(1).

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THIS PLAN AND DISCLOSURE STATEMENT IN ITS ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

A hearing to consider the final approval of the Disclosure Statement and confirmation of the Plan has been set for October 3, 2022, at 2:00 p.m. (prevailing Central Time). Objections to the final approval of the Disclosure Statement or objections to Confirmation of the Plan must be made in writing and must be filed with the Bankruptcy Court and served on counsel for the Debtors on or before 4:00 p.m. (prevailing Central Time), on September 26, 2022. Bankruptcy Rule 3007 and the DS Order govern the form of any such objection.

Answers to Commonly Asked Questions

What is chapter 11 of the Bankruptcy Code?

Chapter 11 is the principal reorganization chapter of the Bankruptcy Code that allows financially distressed businesses to reorganize their debts or liquidate their assets in a controlled and value maximizing fashion. The commencement of a chapter 11 case creates an "estate" containing all of the legal and equitable interests of the debtor in property as of the date the bankruptcy case is filed. During a chapter 11 bankruptcy case, the debtor remains in possession of its assets unless the bankruptcy court orders the appointment of a trustee.

How do I determine how my Claim or Interest is classified?

Under the Plan, DIP Facility Claims, Administrative Claims and Priority Tax Claims are unclassified and will be treated in accordance with Article VI herein. All other Claims and Interests are classified in a series of Classes, as described in Article V and Article VII herein. You may review such Articles to determine how your Claim or Interest is classified.

How do I determine what I am likely to recover on account of my Claim or Interest?

After you determine the classification of your Claim or Interest, you can determine the likelihood and range of potential recovery under the Plan with respect to your Claim or Interest by referring generally to classification and treatment of Claims and Interests in the chart below and in Article V herein.

Class	Claims or Interests	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Presumed to Accept
2	Other Priority Claims	Unimpaired	Presumed to Accept
3	First Lien Credit Agreement Claims	Impaired	Entitled to Vote
4	Second Lien Credit Agreement Claims	Impaired	Deemed to Reject
5	Non-Extending Second Lien Credit Agreement Claims	Impaired	Deemed to Reject
6	General Unsecured Claims	Impaired	Deemed to Reject
7	Section 510(b) Claims	Impaired	Deemed to Reject
8	Intercompany Claims	Unimpaired / Impaired	Presumed to Accept / Deemed to Reject
9	Intercompany Interests	Unimpaired / Impaired	Presumed to Accept / Deemed to Reject
10	Existing Equity Interests	Impaired	Deemed to Reject

What is necessary to confirm the Plan?

Under applicable provisions of the Bankruptcy Code, confirmation of the Plan requires that, among other things, at least one Class of Impaired Claims votes to accept the Plan. Acceptance by a Class of Claims means that at least two-thirds in the total dollar amount and more than one-half in number of the Allowed Claims actually voting in the Class vote to accept the Plan. Because only those Holders of Claims who vote on the Plan will be counted for

purposes of determining acceptance or rejection of the Plan by an Impaired Class, the Plan can be approved with the affirmative vote of members of an Impaired Class who own less than two-thirds in amount and one-half in number of the Claims in that Class. In addition to acceptance of the Plan by a Class of Impaired Claims, the Bankruptcy Court must find that the Plan satisfies a number of statutory requirements before it may confirm the Plan.

If other applicable sections of the Bankruptcy Code have been satisfied for the Plan to be confirmed, the Debtors will still request that the Bankruptcy Court confirm the Plan under Bankruptcy Code section 1129(b) with respect to rejecting Classes. In such case, the Debtors will be required to demonstrate that the Plan does not discriminate unfairly and is fair and equitable with respect to each Class of Impaired Claims or Interests that has rejected the Plan. This method of confirming a plan is commonly called a "cramdown." In addition to the statutory requirements imposed by the Bankruptcy Code, the Plan itself also provides for certain conditions that must be satisfied for the Plan to be confirmed and go effective.

Is there an official committee of unsecured creditors in this case?

Yes. An official committee of unsecured creditors was appointed on April 25, 2022. The Committee is represented by Pachulski Stang Ziehl & Jones LLP, as counsel, and Dundon Advisers LLC, as financial advisor.

Are the Debtors reorganizing or selling their assets?

On August 31, 2022, the Bankruptcy Court approved the sale of the Debtors' U.S. colocation services, network services and workplace services assets to 365 Data Centers and the Debtors are seeking approval of a sale of their North American cloud and managed services and mainframe as a service assets to 11:11 Systems, Inc., as described further in Article IV.L. below. The Debtors also remain engaged in discussions regarding a potential sale transaction for the Debtors' data recovery business and related assets (*i.e*, the Eagle assets). To the extent the Debtors' Eagle assets are not sold, the Debtors intend to reorganize around the Eagle business and any other remaining assets. In the event that the Debtors determine to proceed with an Eagle Sale Transaction, it is not anticipated that the value resulting from the consummation of such sale would be sufficient to satisfy the First Lien Credit Agreement Claims in full.

When is the deadline for returning my ballot?

THE BANKRUPTCY COURT HAS DIRECTED THAT, TO BE COUNTED FOR VOTING PURPOSES, YOUR BALLOT MUST BE RECEIVED BY THE CLAIMS AND NOTICING AGENT NOT LATER THAN SEPTEMBER 26, 2022 AT 4:00 P.M. (PREVAILING CENTRAL TIME).

It is important that all Holders of Claims entitled to vote on the Plan submit their votes timely. The Debtors believe that the Plan provides the best possible recovery to Holders of Impaired Claims entitled to a recovery under the Plan. The Debtors believe that acceptance of the Plan is in the best interest of Holders of Claims entitled to a recovery under the Plan and recommend that Holders of Claims entitled to vote on the Plan vote to accept the Plan.

If you would like to obtain additional copies of this Plan and Disclosure Statement or any of the documents attached or referenced herein, or have questions about the solicitation and voting process or these Chapter 11 Cases generally, please contact Kroll Restructuring Administration, the Debtors' claims and noticing agent, by either (a) visiting the Debtors' restructuring website at https://cases.ra.kroll.com/SungardAS, (b) calling (844) 224-1140 (Toll Free, US and Canada) or (646) 979-4408 (International), or (c) emailing SGASInfo@ra.kroll.com and referencing "Sungard AS" in the subject line.

ARTICLE I.
DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, GOVERNING LAW, AND OTHER REFERENCES

A. Defined Terms

1. "*11:11*" means 11:11 Systems, Inc.

2. "*11:11 APA*" means that certain asset purchase agreement between certain of the Debtors and 11:11, dated August 21, 2022, for the purchase and sale of the Debtors' CMS assets.

3. "*365 APA*" means that certain asset purchase agreement by and among certain of the Debtors and 365 Data Centers, as buyer and 365 Operating Company LLC, as guarantor, dated July 28, 2022, for the purchase and sale of the majority of the Debtors' Bravo assets.

4. "*365 Data Centers*" means 365 SG Operating Company LLC.

5. "*ABL DIP Documents*" means the documents governing the ABL DIP Facility, including the ABL DIP Term Sheet and the DIP Orders and any amendments, modifications, and supplements thereto, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements or modifications of any of the foregoing) related to or executed in connection therewith.

6. "*ABL DIP Facility*" means the loans under the debtor in possession financing facility on the terms and conditions set forth in the ABL DIP Term Sheet, the Final DIP Order and any postpetition Revolving Credit Agreement entered into in furtherance thereof.

7. "*ABL DIP Facility Claims*" means any Claim against a Debtor arising under, derived from, secured by, based on, or related to the ABL DIP Facility.

8. "*ABL DIP Lenders*" means the lenders providing the ABL DIP Facility under the ABL DIP Documents.

9. "*ABL DIP Term Sheet*" means that certain term sheet for postpetition financing attached as Exhibit A to the Final DIP Order.

10. "*Accrued Professional Compensation*" means, at any date, all accrued fees and reimbursable expenses (including success fees) for services rendered by all Retained Professionals in the Chapter 11 Cases through and including the Effective Date, to the extent that such fees and expenses have not been previously paid and regardless of whether a fee application has been filed for such fees and expenses.

11. "*Administration Charge*" means the charge granted by order of the Canadian Court over the Property in Canada (as defined in the Supplemental Order) in respect of the fees and expenses of the Information Officer, its counsel and Canadian counsel to the Foreign Representative.

12. "*Administrative Claim*" means a Claim, other than DIP Facility Claims, incurred by the Debtors on or after the Petition Date and before the Effective Date for a cost or expense of administration of the Chapter 11 Cases entitled to priority under Bankruptcy Code sections 503(b), 507(a)(2), or 507(b), including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date until and including the Effective Date of preserving the Estates and operating the Debtors' businesses; (b) Allowed Professional Fee Claims; and (c) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code.

13. "*Administrative Claims Bar Date*" means the deadline for Filing requests for payment of Administrative Claims (other than requests for payment of Professional Fee Claims and Administrative Claims arising under Bankruptcy Code section 503(b)(9)), which shall be thirty (30) days after the Effective Date.

14. "*Ad Hoc Group*" means the ad hoc group of Consenting Stakeholders.

15. "*Ad Hoc Group Advisors*" means the legal and financial advisors to the Ad Hoc Group.

16. "*Agent*" means any administrative agent, collateral agent or similar Entity under the Credit Agreements and/or the DIP Facilities.

17. "*Affiliate*" means an affiliate as defined in Bankruptcy Code section 101(2).

18. "*Allowed*" means, with respect to any Claim or Interest: (a) a Claim or Interest as to which no objection has been filed and that is evidenced by a Proof of Claim or Interest, as applicable, timely filed by the applicable bar date, if any, or that is not required to be evidenced by a filed Proof of Claim or Interest, as applicable, under the Plan, the Bankruptcy Code, or a Final Order; (b) a Claim or Interest that is scheduled by the Debtors as neither disputed, contingent, nor unliquidated, and as for which no Proof of Claim or Interest, as applicable, has been timely filed; or (c) a Claim or Interest that is Allowed (i) pursuant to the Plan, (ii) in any stipulation that is approved by the Bankruptcy Court, or (iii) pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection herewith. Except as otherwise specified in the Plan or any Final Order, the amount of an Allowed Claim shall not include interest or other charges on such Claim from and after the Petition Date. No Claim of any Entity subject to Bankruptcy Code section 502(d) shall be deemed Allowed unless and until such Entity pays in full the amount that it owes such Debtor or Reorganized Debtor, as applicable.

19. "*Approved Budget*" has the meaning set forth in the Final DIP Order.

20. "*Avoidance Actions*" means any and all avoidance, recovery, subordination, or other Claims, actions or remedies that may be brought by or on behalf of the Debtors or their Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under Bankruptcy Code sections 502, 510, 542, 544, 545, 547 through and including Bankruptcy Code sections 553, and 724(a) or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

21. "*Ballot*" means the ballots accompanying this Plan and Disclosure Statement upon which certain Holders of Impaired Claims entitled to vote on the Plan shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the procedures governing the solicitation process as set forth in this Plan and Disclosure Statement.

22. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as may be amended from time to time.

23. "*Bankruptcy Court*" means the United States Bankruptcy Court for the Southern District of Texas or such other court having jurisdiction over the Chapter 11 Cases.

24. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Chapter 11 Cases and the general, local, and chambers rules of the Bankruptcy Court.

25. "*Bidding Procedures*" means the bidding procedures attached as Exhibit 1 to the Bidding Procedures Order (as may be amended, modified, or supplemented from time to time in accordance with the terms thereof).

26. "*Bidding Procedures Motion*" means the *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* [Docket No. 135].

27. "*Bidding Procedures Order*" means 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 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 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. 219].

28. "*Bravo*" means the Debtors' U.S. colocation services, network and workplace services businesses owned and operated by the Debtors and assets primarily related thereto.

29. "*Business Day*" means any day, other than a Saturday, Sunday, or a legal holiday, as defined in Bankruptcy Rule 9006(a).

30. "*Canadian Court*" means the Ontario Superior Court of Justice (Commercial List).

31. "*Cash*" means the legal tender of the United States of America or the equivalent thereof, including bank deposits and checks.

32. "*Causes of Action*" means any claims, interests, damages, remedies, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, choate or inchoate, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law; (b) any claim based on or relating to, or in any manner arising from, in whole or in part, breach of fiduciary duty, violation of local, state, federal, or foreign law, or breach of any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; (c) the right to object to or otherwise contest Claims or Interests; (d) claims pursuant to Bankruptcy Code sections 362, 510, 542, 543, 544 through 550, or 553; and (e) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in Bankruptcy Code section 558.

33. "*CCAA Proceeding*" means that recognition proceeding, commenced under Part IV of the *Companies' Creditors Agreement Act* (Canada) in the Canadian Court in which the Canadian Court has granted orders, among other things, recognizing the Chapter 11 Case of Sungard AS Canada as a "foreign main proceeding."

34. "*Certificate*" means any instrument evidencing a Claim or an Interest.

35. "*Chapter 11 Cases*" means (a) when used with reference to a particular Debtor, the chapter 11 case filed for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all Debtors, the jointly administered chapter 11 cases for all of the Debtors.

36. "*Claim*" means any claim, as defined in Bankruptcy Code section 101(5), against any of the Debtors.

37. "*Claims and Noticing Agent*" means Kroll Restructuring Administration, LLC, the notice, claims and solicitation agent retained by the Debtors in the Chapter 11 Cases.

38. "*Claims Register*" means the official register of Claims against and Interests in the Debtors maintained by the Claims and Noticing Agent.

39. "*Class*" means a category of Claims or Interests under Bankruptcy Code section 1122(a).

40. "*CMS*" means the North American cloud and managed services business and mainframe as a service owned and operated by the Debtors and assets primarily related thereto.

41. "*Committee*" means the official committee of unsecured creditors appointed in the Chapter 11 Cases on April 25, 2022 by the U.S. Trustee, as may be reconstituted from time to time.

42. "*Company*" means the Debtors and their non-Debtor affiliates.

43. "*Compensation and Benefits Programs*" means all employment and severance agreements and policies, all indemnification agreements, and all compensation and benefit plans, policies, and programs of the Debtors, and all amendments and modifications thereto, applicable to the Debtors' employees, former employees, retirees, and current and former non-employee directors and the employees, former employees and retirees of their subsidiaries, including all savings plans, retirement plans, health care plans, disability plans, severance benefit agreements, and plans, incentive plans, deferred compensation plans and life, accidental death, and dismemberment insurance plans.

44. "*Confirmation*" means the entry of the Confirmation Order by the Bankruptcy Court on the docket of the Chapter 11 Cases.

45. "*Confirmation Date*" means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases.

46. "*Confirmation Hearing*" means the hearing before the Bankruptcy Court under Bankruptcy Code section 1128 at which the Debtors seek entry of the Confirmation Order, as such hearing may be continued from time to time.

47. "*Confirmation Order*" means the order of the Bankruptcy Court approving the Disclosure Statement as containing "adequate information" pursuant to Bankruptcy Code section 1125 and confirming the Plan pursuant to Bankruptcy Code section 1129.

48. "*Confirmation Recognition Order*" means an order of the Canadian Court recognizing the Confirmation Order and giving such order full force and effect in Canada.

49. "*Consenting Credit Agreement Lenders"* means collectively, the Consenting First Lien Lenders and Consenting Second Lien Lenders.

50. "*Consenting First Lien Lenders*" means holders of First Lien Credit Agreement Claims that have executed and delivered counterpart signature pages to the Restructuring Support Agreement. For the avoidance of doubt, to the extent that any First Lien Credit Agreement Claims held by Consenting First Lien Lenders are rolled up into the Term Loan DIP Facility, all references herein to such Consenting First Lien Lenders solely with respect to such rolled-up First Lien Credit Agreement Claims shall be included in the definition of Consenting Term Loan DIP Lenders.

51. "*Consenting Second Lien Lenders*" means holders of Second Lien Credit Agreement Claims that have executed and delivered counterpart signature pages to the Restructuring Support Agreement.

52. "*Consenting Stakeholders*" means collectively, the Consenting First Lien Lenders, the Consenting Second Lien Lenders and the Consenting Term Loan DIP Lenders.

53. "*Consenting Term Loan DIP Lenders*" means the Term Loan DIP Lenders that have executed and delivered counterpart signature pages to the Restructuring Support Agreement.

54. "*Consummation*" means the occurrence of the Effective Date.

55. "*Credit Agreements*" means, collectively, the First Lien Credit Agreement, the Non-Extending Second Lien Credit Agreement and the Second Lien Credit Agreement.

56. "*Credit Agreement Claims*" means, collectively, the First Lien Credit Agreement Claims, the Non-Extending Second Lien Credit Agreement Claims and the Second Lien Credit Agreement Claims.

57. "*Credit Agreement Lenders*" means, collectively, the Holders of Credit Agreement Claims.

58. *"Critical Vendor Order"* means the *Order (I) Authorizing the Debtors to Pay Certain Critical Vendors, (II) Confirming Administrative Expense Priority of Outstanding Purchase Orders and (III) Granting Related Relief* [Docket No. 67].

59. "*Cure*" or "*Cure Claim*" means a Claim (unless waived or modified by the applicable counterparty) based upon a Debtor's defaults under an Executory Contract or an Unexpired Lease assumed by such Debtor under Bankruptcy Code section 365 or 1123, other than a default that is not required to be cured pursuant to Bankruptcy Code section 365(b)(2).

60. "*Customer Agreement"* means any agreement between a Debtor and a non-Debtor counterparty pursuant to which a Debtor provides services to the non-Debtor counterparty, and all service orders, schedules, exhibits, addenda, statements of work or other documents related thereto.

61. "*D&O Liability Insurance Policies*" means all unexpired directors', managers', and officers' liability insurance policies (including any "tail policy" and all agreements, documents, or instruments related thereto) of any of the Debtors that have been issued or provide coverage to current and/or former directors, managers, officers, and employees of the Debtors.

62. "*Debtor Release*" means the releases set forth in Article XII.B.

63. "*Debtors*" has the meaning set forth in the Introduction.

64. "*Definitive Documents*" has the meaning set forth in the Restructuring Support Agreement.

65. "*DIP ABL Agent*" means PNC Bank, National Association as administrative agent and collateral agent under the DIP ABL Facility.

66. "*DIP Agents*" means the DIP ABL Agent and the Term Loan DIP Agent.

67. "*DIP Facilities*" means the ABL DIP Facility and the Term Loan DIP Facility.

68. "*DIP Facility Claims*" means the ABL DIP Facility Claims and the Term Loan DIP Facility Claims.

69. "*DIP Documents*" means the ABL DIP Documents and the Term Loan DIP Documents.

70. "*DIP Lenders*" means, collectively, the ABL DIP Lenders and the Term Loan DIP Lenders.

71. "*DIP Motion*" means the *Debtors' Emergency 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* [Docket No. 3].

72. "*DIP Orders*" means the Interim DIP Order and the Final DIP Order.

73. "*DIP Term Sheets*" means the ABL DIP Term Sheet and the Term Loan DIP Term Sheet.

74. "*Disclosure Statement*" has the same meaning as the Plan and Disclosure Statement.

75. "*Disputed*" means, with respect to a Claim, (a) any such Claim to the extent neither Allowed or Disallowed under the Plan or a Final Order nor deemed Allowed under Bankruptcy Code section 502, 503, or 1111, or (b) to the extent the Debtors or any party in interest has interposed a timely objection before the deadlines imposed by the Confirmation Order, which objection has not been withdrawn or determined by a Final Order. To the extent only the Allowed amount of a Claim is disputed, such Claim shall be deemed Allowed in the amount not disputed, if any, and Disputed as to the balance of such Claims.

76. "*Distribution Agent*" means, as applicable, the Debtors, the Reorganized Debtors, the Plan Administrator or any Entity the Debtors or Reorganized Debtors select to make or to facilitate distributions in accordance with the Plan.

77. "*Distribution Date*" means, except as otherwise set forth herein, the date or dates determined by the Debtors or the Reorganized Debtors, on or after the Effective Date, upon which the Distribution Agent shall make distributions to Holders of Allowed Claims entitled to receive distributions under the Plan.

78. "*Distribution Record Date*" has the meaning set forth in Article XI.D.1.

79. "*DTC*" means the Depository Trust Company.

80. "*Eagle*" means the data recovery business owned and operated by the Debtors and assets primarily related thereto.

81. "*Eagle Sale Scenario*" means a transaction pursuant to which the Debtors determine to sell the Eagle assets, and the resulting proceeds are distributed in accordance with the terms of the Plan.

82. "*Effective Date*" means the date that is the first Business Day after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions precedent to the occurrence of the Effective Date set forth in Article XV.A. have been (i) satisfied or (ii) waived pursuant to Article XV.B., and (c) the Debtors declare the Plan effective. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

83. "*Entity*" means an entity as defined in Bankruptcy Code section 101(15).

84. "*Equitization Scenario*" means a restructuring transaction pursuant to which Holders of Allowed Term Loan DIP Facility Claims and Allowed First Lien Credit Agreement Claims shall receive equity in any Reorganized Debtor pursuant to the Plan and consistent with the Restructuring Support Agreement.

85. "*Equity Allocation Schedule*" means, in the event of the Equitization Scenario, a schedule to be filed with the Plan Supplement setting forth the allocation of Reorganized Debtor Equity to be distributed to the First Lien Credit Agreement Lenders and the Term Loan DIP Lenders, which schedule shall be subject to the RSA Definitive Document Requirements.

86. "*Estate*" means the estate of any Debtor created under Bankruptcy Code sections 301 and 541 upon the commencement of the applicable Debtor's Chapter 11 Case.

87. "*Exculpated Party*" means each of the following, solely in its capacity as such: (a) the Debtors and Reorganized Debtors; (b) the Committee and its members; (c) the Foreign Representative; (d) the Information Officer; and (e) with respect to the foregoing clauses (a) through (d), each such Entity's current and former Affiliates, directors, board observers, managers, officers, control persons, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, participants, managed accounts or funds, fund advisors, predecessors, successors, assigns, subsidiaries, principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, investment managers, and other professionals, each in their capacity as such.

88. "*Executory Contract*" means a contract or lease to which one or more of the Debtors is a party that is subject to assumption or rejection under Bankruptcy Code sections 365 or 1123.

89. "*Existing Equity Interests*" means equity Interests in Sungard AS.

90. "*Exit Facility*" means, to the extent applicable, an exit financing facility that may be obtained on or prior to the Effective Date, the proceeds of which will be used for, among other things, working capital of the Reorganized Debtors.

91. "*Exit Facility Documents*" means, to the extent applicable, any documentation necessary to evidence the commitment with respect to the Exit Facility and any other documentation necessary to effectuate the incurrence of the Exit Facility, subject to the RSA Definitive Document Requirements.

92. "*Federal Judgment Rate*" means the federal judgment rate in effect pursuant to 28 U.S.C. § 1961 as of the Petition Date, compounded annually.

93. "*File*," "*Filed*," or "*Filing*" means file, filed, or filing in the Chapter 11 Cases with the Bankruptcy Court or, with respect to the filing of a Proof of Claim, the Solicitation Agent.

94. "*Final Decree*" means the decree contemplated under Bankruptcy Rule 3022.

95. "*Final DIP Order*" means the *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, (VII) Scheduling a Final Hearing, and (VIII) Granting Related Relief* [Docket No. 220].

96. "*Final Order*" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, stayed, modified or amended, and as to which the time to appeal, seek leave to appeal, or seek certiorari has expired and no appeal or petition for certiorari or motion for leave to appeal has been timely taken, or as to which any appeal that has been taken or any petition for certiorari or motion for leave to appeal that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari or leave to appeal could be sought or the new trial, reargument, leave to appeal or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice.

97. "*First Day Pleadings*" means the first-day pleadings filed in connection with the Chapter 11 Cases.

98. "*First Lien Credit Agreement*" means that certain Credit Agreement, dated as of December 22, 2020 (as amended or supplemented by that certain Amendment No. 1 to Credit Agreement, dated as of April 20, 2021, that certain Waiver to Credit Agreement, dated as of March 24, 2022, that certain Amendment No. 2 to Credit Agreement, dated as of April 7, 2022 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time) by and among Sungard AS New Holdings III, LLC, as Borrower, Sungard AS Holdings II, the First Lien Lenders from time to time party thereto, and Alter Domus Products Corp., as Administrative Agent.

99. "*First Lien Credit Agreement Claims*" means any Claim against a Debtor arising under, derived from, secured by, based on, or related to the First Lien Credit Agreement.

100. "*First Lien Equity Consideration*" means, to the extent applicable, the Reorganized Debtor Equity distributed to Holders of Allowed First Lien Credit Agreement Claims under the Plan in the Equitization Scenario.

101. "*First Lien Lenders*" means the lenders under the First Lien Credit Agreement.

102. "*First Lien Sale Consideration*" means the Sale Proceeds to be distributed to Holders of Allowed First Lien Credit Agreement Claims under the Plan in the Eagle Sale Scenario.[2]

103. "*Foreign Representative*" means Sungard AS Canada in its capacity as foreign representative of the Debtors pursuant to the *Order (I) Authorizing Sungard Availability Services (Canada) Ltd./Sungard Services de Continuite des Affairs (Canada) Ltee to Act as Foreign Representative and (II) Granting Related Relief* [Docket No. 66].

104. "*General Unsecured Claim*" means any Claim (other than an Administrative Claim, a DIP Facility Claim, a Professional Fee Claim, a Secured Tax Claim, an Other Secured Claim, a Priority Tax Claim, an Other Priority Claim, a Credit Agreement Claim, an Intercompany Claim, or a Section 510(b) Claim) against one or more of the Debtors including (a) Claims arising from the rejection of Unexpired Leases and Executory Contracts and (b) Claims arising from any litigation or other court, administrative or regulatory proceeding, including damages or judgments entered against, or settlement amounts owing by a Debtor related thereto.

105. "*General Unsecured Creditor*" means the Holder of a General Unsecured Claim.

106. "*Governmental Unit*" has the meaning set forth in Bankruptcy Code section 101(27).

107. "*Holder*" means an Entity holding a Claim or an Interest in a Debtor.

108. "*Impaired*" means, with respect to any Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of Bankruptcy Code section 1124.

109. "*Indemnification Provisions*" means each of the Debtors' indemnification provisions in effect as of the Petition Date, whether in the Debtors' bylaws, certificates of incorporation, other formation documents, board resolutions, management or indemnification agreements, employment contracts, or otherwise providing a basis for any obligation of a Debtor to indemnify, defend, reimburse, or limit the liability of, or to advances fees and expenses to, any of the Debtors' current and former directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, and professionals of the Debtors, and such current and former directors', officers', and managers' respective Affiliates, each of the foregoing solely in their capacity as such.

110. "*Information Officer*" means Alvarez & Marsal Canada Inc. solely in its capacity as court appointed Information Officer in the CCAA Proceeding.

111. "*Intercompany Claim*" means any Claim held by a Debtor against another Debtor or an Affiliate of a Debtor or any Claim held by an Affiliate of a Debtor against a Debtor.

112. "*Intercompany Interest*" means an Interest in a Debtor other than an Interest in Sungard AS.

113. "*Interest*" means, collectively, the shares (or any class thereof) of common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of a Debtor, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of a Debtor (in each case whether or not arising under or in connection with any employment agreement).

114. "*Interim DIP Order*" means 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,*

[2] Amount of First Lien Sale Consideration, if any, to be identified in the Plan Supplement.

(V) Granting Adequate Protection, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing, and (VIII) Granting Related Relief [Docket No. 69].

115. "*Law*" means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).

116. "*Lien*" means a lien as defined in Bankruptcy Code section 101(37).

117. "*Loans*" shall mean the indebtedness under each of the Credit Agreements.

118. "*Management Incentive Plan*" means, in the event of the Equitization Scenario, that certain management incentive plan of the applicable Reorganized Debtor(s) for grants of equity and equity-based awards to officers, management, key employees, and directors of the applicable Reorganized Debtor(s), which management incentive plan shall be subject to the RSA Definitive Document Requirements.

119. "*MIP Equity*" means any Reorganized Debtor Equity that may be issued pursuant to the Management Incentive Plan to the extent provided for thereunder.

120. "*New Organizational Documents*" means, in the event of the Equitization Scenario, such certificates or articles of incorporation, charters, bylaws, operating agreements, shareholder agreements, or other applicable formation documents for each of the Reorganized Debtors, as applicable, the forms of which shall be included in the Plan Supplement and subject to the RSA Definitive Document Requirements.

121. "*Non-Extending Second Lien Credit Agreement*" means that certain junior lien credit agreement, dated as of May 3, 2019 (as amended by that certain Amendment No. 1 to Junior Lien Credit Agreement, dated as of August 11, 2020, that certain Amendment No. 2 to Junior Lien Credit Agreement, dated as of December 10, 2020, that certain Amendment No. 3 to Junior Lien Credit Agreement, dated as of December 20, 2020 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time), by and among Sungard AS New Holdings III, LLC, as Borrower, Sungard AS New Holdings II, LLC, the Lenders party thereto from time to time, and Alter Domus Products Corp., as Administrative Agent.

122. "*Non-Extending Second Lien Credit Agreement Claims*" means any Claim against a Debtor arising under, derived from, secured by, based on, or related to the Non-Extending Second Lien Credit Agreement.

123. "*Non-Extending Second Lien Lenders*" means the lenders under the Non-Extending Second Lien Credit Agreement.

124. "*Other Priority Claim*" means any Claim other than an Administrative Claim or a Priority Tax Claim entitled to priority in right of payment under Bankruptcy Code section 507(a).

125. "*Other Secured Claim*" means any Secured Claim against the Debtors, including any Secured Tax Claim, other than a Credit Agreement Claim.

126. "*Pantheon*" means the campus facility assets owned and the services provided by the Debtors' non-Debtor subsidiary in Lognes, France.

127. "*Person*" means a person as defined in Bankruptcy Code section 101(41).

128. "*Petition Date*" means April 11, 2022, the date on which each of the Debtors filed its respective petition for relief commencing its Chapter 11 Cases.

129. "*Plan*" has the same meaning as the Plan and Disclosure Statement.

130. "*Plan Administrator*" means, in the event of the Eagle Sale Scenario, the Person or Entity, or any successor thereto, designated by the Debtors, who will be disclosed in the Plan Supplement and will have all powers and authorities set forth in Article VIII.J.2.

131. "*Plan Administration Agreement*" means, in the event of the Eagle Sale Scenario, the agreement among the Plan Administrator and the Debtors regarding the administration of the Debtors' assets and other matters to be filed as part of the Plan Supplement.

132. "*Plan and Disclosure Statement*" means this combined disclosure statement and joint chapter 11 plan, including all appendices, exhibits, schedules and supplements hereto (including any appendices, exhibits, schedules and supplements that are contained in the Plan Supplement), as it may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and the Restructuring Support Agreement, and any procedures related to the solicitation of votes to accept or reject the Plan, as the same may be altered, amended, modified or supplemented from time to time in accordance with the terms hereof and the Restructuring Support Agreement.

133. "*Plan Supplement*" means the compilation of documents and forms of documents, schedules and exhibits (or substantially final forms thereof), in each case subject to the terms and provisions of the Restructuring Support Agreement, to be filed no later than the Plan Supplement Filing Date, as may be amended, modified or supplemented from time to time through and including the Effective Date, which may include, as and to the extent applicable: (a) New Organizational Documents; (b) a Schedule of Assumed Executory Contracts and Unexpired Leases; (c) a Schedule of Retained Causes of Action; (d) a memorandum setting forth certain Restructuring Transactions; (e) a Management Incentive Plan; (f) the Equity Allocation Schedule; (g) a Plan Administration Agreement; (h) Take Back Debt Facility Documents; (i) Exit Facility Documents; (j) the Liquidation Analysis; (k) the Financial Projections; (l) the Valuation Analysis; and (m) any and all other documentation necessary to effectuate the Restructuring Transactions or that is contemplated by the Plan.

134. "*Plan Supplement Filing Date*" means the date that is seven (7) days before the Voting Deadline.

135. "*PNC Revolving Credit Agreement*" means that certain Revolving Credit Agreement, dated as of August 6, 2019 (as amended by that certain Amendment and Waiver No. 1 to Revolving Credit Agreement, dated as of September 24, 2019, that certain Amendment No. 2 to Revolving Credit Agreement, dated as of August 12, 2020, that certain Amendment No. 3 to Revolving Credit Agreement, dated as of December 22, 2020, that certain Joinder and Amendment No. 4 to Revolving Credit Agreement, dated as of May 25, 2021, that certain Amendment No. 5 and Waiver to Revolving Credit Agreement, dated as of March 24, 2022, that certain Amendment No. 6 to Revolving Credit Agreement, dated as of April 7, 2022 and as further amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time), by and among the borrowers from time to time party thereto, Sungard AS New Holdings II, LLC, the lenders from time to time party thereto, and PNC Bank, National Association, as administrative agent.

136. "*PNC Waiver*" means the amendment to the PNC Revolving Credit Agreement dated April 7, 2022.

137. "*Prepetition ABL Agent*" means PNC Bank, National Association as administrative agent under the PNC Resolving Credit Agreement.

138. "*Prepetition Term Loan Agent*" means Alter Domus Products Corp. as administrative agent under the First Lien Credit Agreement, the Non-Extending Second Lien Credit Agreement and the Second Lien Credit Agreement.

139. "*Priority Tax Claim*" means any Claim of a Governmental Unit of the kind specified in Bankruptcy Code section 507(a)(8).

140. "*Prior Cases*" means the Prior Debtors' prepackaged chapter 11 cases, which were jointly administered under the caption *In re Sungard Availability Servs. Capital, Inc.*, Case No. 19-22915 (RDD) (Bankr. S.D.N.Y.).

141. "*Prior Debtors*" means, collectively: Sungard Availability Services Capital, Inc.; Sungard Availability Services Holdings, LLC; Sungard Availability Network Solutions, Inc.; Sungard Availability Services Technology, LLC; Sungard Availability Services, LP; Inflow, LLC; and Sungard Availability Services Vericenter, Inc. in their capacity as debtors in the Prior Cases.

142. "*Pro Rata*" means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that respective Class.

143. "*Professional Fee Claim*" means all Administrative Claims for the compensation of Retained Professionals and the reimbursement of expenses incurred by such Retained Professionals through and including the Effective Date under Bankruptcy Code sections 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) to the extent such fees and expenses have not been paid pursuant to an order of the Bankruptcy Court.

144. "*Professional Fee Escrow Account*" means an interest-bearing account funded by the Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Reserve Amount as set forth in Article VI.A.

145. "*Professional Fee Reserve Amount*" means the aggregate amount of Retained Professional Fee Claims and other unpaid fees and expenses that the Retained Professionals estimate they have incurred or will incur in rendering services to the Debtors prior to and as of the Effective Date, which estimates Retained Professionals shall deliver to the Debtors and the Ad Hoc Group Advisors as set forth in Article VI.A. and, for the Committee's Retained Professionals, subject to the cap contained in the Final DIP Order.

146. "*Proof of Claim*" means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

147. "*Purchase Agreement*" means any agreement(s) between one of more of the Debtors and a third-party Purchaser memorializing any Sale Transaction, including the 365 APA and the 11:11 APA.

148. "*Purchaser*" means a purchaser under a Purchase Agreement.

149. "*Reinstate*," "*Reinstated*," or "*Reinstatement*" means, leaving a Claim Unimpaired under the Plan.

150. "*Released Party*" means each of the following, solely in its capacity as such: (a) the Debtors and Reorganized Debtors; (b) the DIP Facility Lenders (in their capacity as DIP Facility Lenders, directors, board observers, shareholders, and in any other capacity); (c) the DIP Agents; (d) the Consenting Stakeholders (in their capacity as Consenting Stakeholders, directors, board observers, shareholders, and in any other capacity) and the Ad Hoc Group; (e) the Prepetition Term Loan Agent; (f) Prepetition ABL Agent; (g) the Plan Administrator (if applicable); (h) the Foreign Representative; (i) the Information Officer; (j) the Committee, and its members and (k) with respect to the foregoing clauses (a) through (j), each such Entity's current and former Affiliates, directors, board observers, managers, officers, control persons, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, participants, managed accounts or funds, fund advisors, predecessors, successors, assigns, subsidiaries, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, investment managers, and other professionals, each in their capacity as such; *provided* that any Entity that opts out of the releases contained in the Plan shall not be a "Released Party."

151. "*Releasing Party*" means each of the following, solely in its capacity as such: (a) the Debtors and Reorganized Debtors; (b) the DIP Facility Lenders (in their capacity as DIP Facility Lenders, directors, board observers, shareholders, and in any other capacity); (c) the DIP Agents; (d) the Consenting Stakeholders (in their capacity as DIP Facility Lenders, directors, board observers, shareholders, and in any other capacity) and the Ad Hoc Group; (e) the Prepetition Term Loan Agent; (f) Prepetition ABL Agent; (g) Holders of Claims; (h) Holders of Interests; (i) the Plan Administrator (if applicable); (j) the Foreign Representative; (k) the Information Officer; and (l) with respect to the foregoing clauses (a) through (k), each such Entity's current and former Affiliates, directors, board observers, managers, officers, control persons, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, participants, managed accounts or funds, fund advisors, predecessors, successors, assigns, subsidiaries, principals, members, employees, agents, advisory board

members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, investment managers, and other professionals, each in their capacity as such; *provided that* an Entity shall not be a Releasing Party if, in the cases of clauses (g) and (h), such Entity: (1) elects to opt out of the releases contained in the Plan; or (2) timely files with the Bankruptcy Court, on the docket of the Chapter 11 Cases, an objection to the releases contained in the Plan that is not resolved before Confirmation.

152. "*Reorganized Debtor Equity*" means, in the event of the Equitization Scenario, the equity interests in the applicable Reorganized Debtor in which the Required Consenting Stakeholders elect to receive equity.

153. "*Reorganized Debtors*" means, in the Equitization Scenario, the applicable Debtor(s), or any successor thereto, by merger, amalgamation, consolidation, or otherwise, which shall remain in existence on or after the Effective Date with the consent of the Required Consenting Stakeholders and in accordance with the Restructuring Transactions.

154. "*Reorganized Sungard AS*" means, in the Equitization Scenario and to the extent it is determined by the Debtors and the Required Consenting Stakeholders that Sungard AS shall be a Reorganized Debtor following the Effective Date, Sungard AS reorganized pursuant to and under the Plan, or any successor thereto, by merger, amalgamation, consolidation, or otherwise, on or after the Effective Date.

155. "*Required Consenting First Lien Lenders*" has the meaning ascribed to such term in the Restructuring Support Agreement.

156. "*Required Consenting Second Lien Lenders*" has the meaning ascribed to such term in the Restructuring Support Agreement.

157. "*Required Consenting Stakeholders*" means, collectively, the Required Term Loan DIP Lenders, the Required Consenting First Lien Lenders, and the Required Consenting Second Lien Lenders.

158. "*Required ABL DIP Lenders*" has the meaning ascribed to such term in the ABL DIP Term Sheet.

159. "*Required Term Loan DIP Lenders*" has the meaning ascribed to such term in the Term Loan DIP Term Sheet.

160. "*Restructuring Support Agreement*" means that certain Restructuring Support Agreement entered into on April 11, 2022 by and among the Debtors, the Consenting Stakeholders, and any subsequent Entity that becomes a party thereto pursuant to the terms thereof, as amended from time to time, attached as Exhibit B to the Plan and Disclosure Statement.

161. "*Restructuring Term Sheet*" means that certain term sheet attached as Exhibit B to the Restructuring Support Agreement.

162. "*Restructuring Transactions*" means the restructuring transactions contemplated by the Plan and Disclosure Statement and the Restructuring Support Agreement.

163. "*Retained Professional*" means an Entity: (a) employed in the Chapter 11 Cases pursuant to a Final Order in accordance with Bankruptcy Code sections 327, 363, or 1103 and to be compensated for services rendered prior to or on the Effective Date pursuant to (i) Bankruptcy Code sections 327, 328, 329, 330, or 331 or (ii) an order entered by the Bankruptcy Court authorizing such retention, or (b) for which compensation and reimbursement has been Allowed by the Bankruptcy Court pursuant to Bankruptcy Code section 503(b)(4).

164. "*RSA Definitive Document Requirements*" means the respective consent rights of the Debtors and the applicable Consenting Stakeholders as set forth in the Restructuring Support Agreement with respect to the Definitive Documents.

165. "*Sale Order*" means, collectively, any order(s) of the Bankruptcy Court authorizing a Sale Transaction.

166. "*Sale Proceeds*" means the gross Cash consideration received by the Debtors in connection with the Sale Transactions.

167. "*Sale Transaction*" means any sale by the Debtors of one or more groups of assets of the Debtors to a third party pursuant to Bankruptcy Code sections 105, 363 and 365 as contemplated under the Bidding Procedures and the Restructuring Term Sheet.

168. "*Sale Transaction Documents*" means all documents executed and delivered by the Debtors and a Purchaser, including the Purchase Agreements.

169. "*Schedule of Assumed Executory Contracts and Unexpired Leases*" means a schedule that will be Filed as part of the Plan Supplement and will include a list of all Executory Contracts and Unexpired Leases that the Debtors intend to assume as of the Effective Date, which shall be in form and substance reasonably acceptable to the Required Consenting Stakeholders.

170. "*Schedule of Retained Causes of Action"* means the schedule of certain Causes of Action of the Debtors that are not released, waived, or transferred pursuant to the Plan, as the same may be amended, modified, or supplemented from time to time, to be included in the Plan Supplement.

171. "*SEC*" means the United States Securities and Exchange Commission.

172. "*Second Lien Credit Agreement*" means that certain Junior Lien Credit Agreement, dated as of December 22, 2020, as amended or supplemented by that certain Amendment No. 1 to Junior Lien Credit Agreement, dated as of April 20, 2021, that certain Waiver to Junior Lien Credit Agreement, dated as of March 24, 2022, that certain Amendment No. 2 to Junior Lien Credit Agreement, dated as of April 7, 2022 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, by and among Sungard AS New Holdings III, LLC, the Borrower, Sungard As Holdings II, LLC, the Lenders from time to time party thereto and Alter Domus Products Corp., as Administrative Agent.

173. "*Second Lien Credit Agreement Claims*" means any Claim against a Debtor arising under, derived from, secured by, based on, or related to the Second Lien Credit Agreement.

174. "*Second Lien Lenders*" means the lenders under the Second Lien Credit Agreement.

175. "*Section 510(b) Claim*" means any Claim against any Debtor: (a) arising from the rescission of a purchase or sale of a Security of any Debtor or an affiliate of any Debtor; (b) for damages arising from the purchase or sale of such a Security; or (c) for reimbursement or contribution Allowed under Bankruptcy Code section 502 on account of such a Claim; *provided* that a Section 510(b) Claim shall not include any Claims subject to subordination under Bankruptcy Code section 510(b) arising from or related to an Interest.

176. "*Secured Claim*" means, when referring to a Claim, a Claim: (a) secured by a Lien on property in which any of the Debtors has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to Bankruptcy Code section 553, to the extent of the value of the creditor's interest in such Debtor's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to Bankruptcy Code section 506(a); or (b) Allowed pursuant to the Plan, or separate order of the Bankruptcy Court, as a Secured Claim.

177. "*Secured Tax Claim*" means any Secured Claim that, absent its secured status, would be entitled to priority in right of payment under Bankruptcy Code section 507(a)(8) (determined irrespective of time limitations), including any related Secured Claim for penalties.

178. "*Securities Act*" means the Securities Act of 1933, as amended.

179. "*Security*" shall have the meaning set forth in Bankruptcy Code section 101(49).

180. "*Servicer*" means an agent or other authorized representative of Holders of Claims or Interests.

181. "*Solicitation Agent*" means Kroll Restructuring Administration LLC, the notice, claims, and solicitation agent retained by the Debtors in the Chapter 11 Cases by Bankruptcy Court order.

182. "*Solicitation Materials*" means the solicitation materials with respect to the Plan and Disclosure Statement including the Ballots.

183. "*Sungard AS*" means Sungard AS New Holdings, LLC, a Delaware limited liability company.

184. "*Sungard AS Canada*" means Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee.

185. "*Sungard AS UK"* means Sungard Availability Services (UK) Limited.

186. "*Sungard AS India*" means Sungard Availability Services (India) Private Limited.

187. "*Supplemental Order"* means the Order of the Canadian Court granted April 14, 2022, which among other things, appoints the Information Officer and grants the Administration Charge.

188. "*Take Back Debt Facility*" means, in the Equitization Scenario, if applicable, a first lien credit facility, which may be incurred by a Reorganized Debtor on the Plan Effective Date, as set forth in the Plan, and all related loan documents in connection therewith, and which shall consist of other terms and conditions to be agreed by the Debtors and Required Consenting Stakeholders.

189. "*Take Back Debt Facility Documents*" means, in the Equitization Scenario, if applicable, the documents governing the Take Back Debt Facility, including the credit agreement, any amendments, modifications, and supplements thereto, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements or modifications of any of the foregoing) related to or executed in connection therewith.

190. "*Tax Code*" means the Internal Revenue Code of 1986, as amended from time to time.

191. "*Term Loan DIP Agent*" means Acquiom Agency Services, LLC in its capacity as agent under the Term Loan DIP Documents.

192. "*Term Loan DIP Documents*" means the documents governing the Term Loan DIP Facility, including the Term Loan DIP Term Sheet and the DIP Orders and any amendments, modifications, and supplements thereto, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements or modifications of any of the foregoing) related to or executed in connection therewith.

193. "*Term Loan DIP Equity Consideration*" means, in the Equitization Scenario, the Reorganized Debtor Equity distributed to Holders of Term Loan DIP Facility Claims under the Plan.

194. "*Term Loan DIP Facility*" means the loans under the debtor in possession financing facility on the terms and conditions set forth in the Term Loan DIP Term Sheet and Exhibit B to the Final DIP Order.

195. "*Term Loan DIP Facility Claims*" means any Claim against a Debtor arising under, derived from, secured by, based on, or related to the Term Loan DIP Facility.

196. "*Term Loan DIP Lenders*" means the lenders providing the Term Loan DIP Facility under the Term Loan DIP Documents.

197. "*Term Loan DIP Sale Consideration*" means Sale Proceeds to be distributed to Holders of Allowed Term Loan DIP Facility Claims under the Plan in the Eagle Sale Scenario.[3]

198. "*Term Loan DIP Term Sheet*" means that certain term sheet for postpetition financing in the form and substance attached as Exhibit B to the Final DIP Order.

199. "*Term Sheets*" means, collectively, the term sheets attached as exhibits to the Restructuring Support Agreement, including the Restructuring Term Sheet and the DIP Term Sheets.

200. "*Third Party Release*" means the releases set forth in Article XII.C.

201. "*Tranche A Term Loan DIP Facility Claims*" means any Claim against a Debtor arising under, derived from, secured by, based on, or related to the new money term loans under the Term Loan DIP Facility.

202. "*Tranche B Term Loan DIP Facility Claims*" means any Claim against a Debtor arising under, derived from, secured by, based on, or related to the portion of the First Lien Credit Agreement Claims rolled up into the Term Loan DIP Facility.

203. "*Tranche C Term Loan DIP Facility Claims*" means any Claim against a Debtor arising under, derived from, secured by, based on, or related to the portion of the Second Lien Credit Agreement Claims rolled up into the Term Loan DIP Facility.

204. "*UK Funding Agreement*" means that certain funding agreement, dated March 25, 2022, between Sungard AS and Sungard Availability Services (UK) Limited (as amended, restated, modified, supplemented, or replaced from time to time in accordance with its terms).

205. "*U.S. Trustee*" means the Office of the United States Trustee for the Southern District of Texas.

206. "*Unclaimed Distribution*" means any distribution under the Plan on account of an Allowed Claim to a Holder that has not: (a) accepted a particular distribution; (b) given notice to the Debtors, Reorganized Debtors or Plan Administrator, as applicable, of an intent to accept a particular distribution; (c) responded to the Debtors', Reorganized Debtors', or Plan Administrator's, as applicable, requests for information necessary to facilitate a particular distribution; or (d) taken any other action necessary to facilitate such distribution.

207. "*Unexpired Lease*" means a lease of nonresidential real property to which one or more of the Debtors is a party that is subject to assumption or rejection under Bankruptcy Code section 365.

208. "*Unimpaired*" means, with respect to a Class of Claims or Interests, a Class consisting of Claims or Interests that are not impaired within the meaning of Bankruptcy Code section 1124.

209. "*Voting Deadline*" means the date and time by which the Solicitation Agent must actually receive the Ballots, as set forth on the Ballots.

210. "*Wind-Down*" means, to the extent that (i) the Debtors implement the Eagle Sale Scenario or (ii) the Debtors implement the Equitization Scenario and certain Debtors do not become Reorganized Debtors, the wind down and dissolution of the Debtors and final administration of the Debtors' Estates following the Effective Date as set forth in Article VIII.J.

211. "*Wind-Down Amount*" means that certain amount to be determined, in good faith and with best efforts, by the Debtors, the Committee, and the Required Consenting Stakeholders sufficient to fund the Debtors' post-closing obligations under any purchase agreement (including any ancillary agreements thereto) between the Debtors and the Purchaser(s) for any of the Debtors' assets pursuant to the Bidding Procedures, as well as accrued and unpaid Bankruptcy Court approved fees for Estate professionals, and reasonable and necessary wind-down activities through

[3] Amount of Term Loan DIP Sale Consideration, if any, to be identified in the Plan Supplement.

the Effective Date. In determining the Wind-Down Amount, the parties will take into account any property of the Estates that has not been liquidated or transferred pursuant to a Sale Transaction, or otherwise converted to cash.

212. "*Wind-Down Debtors*" means the Debtors, or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date, to the extent a Wind-Down occurs.

B. Rules of Interpretation

For purposes of this Plan and Disclosure Statement: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (c) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, shall mean such document, schedule, or exhibit, as it may have been or may be amended, modified, or supplemented; (d) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (e) the words "herein," "hereof," and "hereto" refer to the Plan and Disclosure Statement in its entirety rather than to any particular portion of the Plan; (f) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (g) unless otherwise specified herein, the rules of construction set forth in Bankruptcy Code section 102 shall apply; (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (i) references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (j) references to "Proofs of Claim," "Holders of Claims," "Disputed Claims," and the like shall include "Proofs of Interest," "Holders of Interests," "Disputed Interests," and the like as applicable; (k) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable state limited liability company laws; and (l) the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation."

C. Computation of Time

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. Governing Law

Except to the extent the Bankruptcy Code or Bankruptcy Rules apply, and subject to the provisions of any contract, lease, instrument, release, indenture, or other agreement or document entered into expressly in connection herewith, the rights and obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to conflict of laws principles.

E. Reference to Monetary Figures

All references in the Plan to monetary figures refer to currency of the United States of America, unless otherwise expressly provided.

F. Reference to the Debtors or the Reorganized Debtors

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or to the Reorganized Debtors mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

G. Controlling Document

In the event of any inconsistency among this Plan and Disclosure Statement or any exhibit or schedule hereto, the provisions of this Plan and Disclosure Statement shall govern. In the event of any inconsistency among this Plan and Disclosure Statement and any document or agreement filed in the Plan Supplement, such document or agreement filed in the Plan Supplement shall control. In the event of any inconsistency among this Plan and Disclosure Statement or any document or agreement filed in the Plan Supplement and the Confirmation Order, the Confirmation Order shall control.

ARTICLE II.
THE DEBTORS' CORPORATE HISTORY, STRUCTURE, AND BUSINESS OVERVIEW

A. The Debtors' Corporate History

Sungard AS was organized as a Delaware limited liability company by filing a certificate of formation on April 29, 2019 and became the parent of the Sungard AS enterprise when the entities that comprised the Prior Debtors emerged from the Prior Cases on May 3, 2019. Before such date, the Company's controlling parent entity was Sungard Availability Services Capital, Inc. ("Predecessor Sungard AS"). The Company is privately held. An organizational chart illustrating the corporate structure of the Debtors is attached hereto as Exhibit A.

The Company, as it exists today, is the result of a series of transactions beginning with the 1983 spin-off by Sun Oil Company of its computer services division, which was re-branded as Sundata Corp. and later known as SunGard Data Systems Inc. ("SDS"). In August 2005, SDS and its affiliates were taken private by a consortium of private equity firms in an $11.4 billion leveraged buyout, which, at that time, was the largest privatization of a technology company and one of the largest leveraged buyouts. On March 31, 2014, SDS and its parent companies split off the Sungard Availability Services business, including Predecessor Sungard AS and its direct and indirect subsidiaries.

B. Business Operations

The Company is a leading provider of information technology ("IT") production and recovery services for myriad businesses, including financial institutions, healthcare, manufacturing, logistics, transportation and general services. Through its business units, the Company helps its approximately 2,000 customers worldwide in essential industries achieve uninterrupted access to their mission-critical data and IT systems through high availability, cloud-connected infrastructure services built to deliver business resilience in the event of an unplanned business disruption caused by, among other things, man-made events or natural disasters (e.g., cyberattacks, power outages, telecommunication disruptions, acts of terrorism, floods, hurricanes and earthquakes).

The Debtors are headquartered in Wayne, Pennsylvania. As of the Petition Date, the Debtors employed approximately 585 individuals in the United States and Canada. As of the Petition Date, the Company operated 55 facilities (the "Facilities") (comprising 24 data centers and 31 workplace recovery centers) and provided services to approximately 2,000 customers across nine countries—the United States, the United Kingdom, Canada, Ireland, France, India, Belgium, Luxembourg and Poland. The Company works with its customers to tailor and seamlessly integrate infrastructure solutions to meet customers' application requirements and to optimize business IT outcomes, using either a consumption-based pricing model or a solution backed by a managed, service level agreement.

While the Company in its current form offers a diverse suite of services, the Company's main operations and product offerings can be grouped into the following four general business units: (i) Colocation & Network Services; (ii) Cloud & Managed Services; (iii) Recovery Services; and (iv) Workplace Recovery.

- **Colocation & Network Services (referred to as the Bravo business)**: The Company offers

colocation[4] services through its Facilities and connectivity at those Facilities to support customers, providing space, reliable power with backup and fully-redundant network connectivity. The Company also offers customers the option of having the Company procure, manage and deploy network services on their behalf, including traffic management, carrier diversity and workload optimization.

- **Cloud & Managed Services (referred to as the CMS business)**: The Company offers both public cloud services (through, for example, Amazon Web Services and Microsoft Azure) and private cloud services. Through its managed services, the Company acts as a trusted partner to customers by providing tools to ensure that they have a simple, secure and integrated model that enables cross-platform deployments and meets compliance, scalability and availability requirements.

- **Recovery Services (referred to as the Eagle business)**: The Company's recovery services offerings include cloud recovery, disaster recovery as a service (DRaaS), business continuity management, data protection, recovery management, infrastructure recovery and discovery and dependency mapping.[5]

- **Workplace Recovery**: The Company's Workplace Recovery services are primarily offered in the form of either dedicated or shared business continuity locations, where customers' employees can resume work duties even if their primary office space is disrupted.

These services are provided through the Company's leased Facilities, which, as of the Petition Date, represented over four million gross square feet and over one million square feet of sellable space. As of the Petition Date, of the 55 total Facilities, 27 were leased by Debtors and 27 were leased by non-Debtors. The remaining Facility is the Company's owned campus in Lognes, France. The owner of such Facility is non-Debtor Sungard Availability Services (France) SAS.

The Debtors' current leased Facilities are located across North America, including, among other locations, Pennsylvania, New Jersey, Georgia, Massachusetts, Colorado and Texas in the United States and the Greater Toronto Area in Ontario, Canada.

C. The Debtors' Prepetition Capital Structure

As of the Petition Date, unless otherwise noted below, the Debtors were obligors (either as borrower or guarantor) on a principal amount of prepetition funded indebtedness totaling approximately $424 million, as summarized below:

Facility	Approximate Outstanding
PNC Revolving Credit Agreement	$29 million
First Lien Credit Agreement	$108 million
Non-Extending Second Lien Credit Agreement	$9 million
Second Lien Credit Agreement	$278 million
Total	$424 million

[4] Colocation involves renting out physical space within data centers and providing associated services, such as power, interconnection, environmental controls, monitoring and security, while allowing customers to deploy and manage their servers, storage and other equipment in secure data centers.

[5] DRaaS is a cloud-based disaster recovery service that allows an organization to back up its data and IT infrastructure in a third-party cloud computing environment and provide all the disaster recovery tools through a SaaS ("software as a service") solution.

1. Secured Debt

a. *PNC Revolving Credit Agreement*

Sungard AS New Holdings III, LLC and all Debtors other than Sungard AS are party to the PNC Revolving Credit Agreement, pursuant to which PNC committed to make revolving loans in an amount of up to $50,000,000. The obligations under the PNC Revolving Credit Agreement are guaranteed by all Debtors other than Sungard AS. As of the Petition Date, approximately $29 million in principal amount was outstanding under the PNC Revolving Credit Agreement.[6] In connection with the ABL DIP Facility and pursuant to the terms of the DIP Orders, the obligations under the PNC Revolving Credit Agreement were repaid in full with the proceeds of the Debtors' prepetition accounts, collected between the Petition Date and the date of entry of the Final DIP Order.

b. *First Lien Credit Agreement*

Sungard AS New Holdings III, LLC, as borrower, is party to the First Lien Credit Agreement and Alter Domus Products Corp. serves as the administrative agent thereunder. Pursuant to the First Lien Credit Agreement, the First Lien Lenders provided dollar-denominated term loans in the original principal amount of $101,023,409.28, including delayed draw commitments in an original principal amount of $27,948,183.69. Pursuant to that certain Amendment No. 2 and Waiver to the First Lien Credit Agreement, certain members of the Ad Hoc Group agreed to provide the Debtors with incremental term loans in the original principal amount of $7,210,000.00 for working capital purposes to support the continuation of ongoing discussions regarding potential financing and restructuring transactions (the "Bridge Financing"). As of the Petition Date, approximately $108,233,409.28 in principal amount was outstanding under the First Lien Credit Agreement (inclusive of the Bridge Financing). In connection with the Term Loan DIP Facility and pursuant to the terms of the Final DIP Order, certain First Lien Credit Agreement Claims have been and will continue to be rolled up into the Term Loan DIP Facility as new money loans are advanced under the Term Loan DIP Facility.

c. *Non-Extending Second Lien Credit Agreement*

Sungard AS New Holdings III, LLC, as borrower, is party to the Non-Extending Second Lien Credit Agreement and Alter Domus Products Corp. serves as the administrative agent thereunder. Pursuant to the Non-Extending Second Lien Credit Agreement, the Non-Extending Second Lien Lenders provided dollar-denominated term loans in an original principal amount of $300,000,000.[7] The obligations under the Non-Extending Second Lien Credit Agreement are guaranteed by all Debtors other than (i) Sungard AS, (ii) Sungard Availability Services Holdings (Europe), Inc., (iii) Sungard Availability Services, Ltd. and (iv) Sungard AS Canada. As of the Petition Date, approximately $8,912,330.41 in principal amount was outstanding under the Non-Extending Second Lien Credit Agreement.

d. *Second Lien Credit Agreement*

Sungard AS New Holdings III, LLC, as borrower, is party to the Second Lien Credit Agreement and Alter Domus Products Corp. serves as the administrative agent thereunder. Pursuant to the Second Lien Credit Agreement, the Second Lien Lenders provided dollar-denominated term loans in an original principal amount of $298,348,099.09.

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[6] As of the Petition Date, an additional approximately $11 million in letters of credit have been issued under the PNC Revolving Credit Agreement and have been converted into postpetition letters of credit under the ABL DIP Facility pursuant to the terms of the DIP Orders. These letters of credit are not included into the total principal amount outstanding under the PNC Revolving Credit Agreement.

[7] On December 22, 2020, Sungard AS New Holdings III, LLC refinanced approximately $298 million of the amount then-outstanding under the Non-Extending Second Lien Credit Agreement (approximately $312 million). Those loans that were not exchanged for new loans under the new Second Lien Credit Agreement comprise the loans outstanding under the Non-Extending Second Lien Credit Agreement. In connection with the closing of the New Second Lien Credit Agreement, $15 million of loans were immediately prepaid. In April 2021, Sungard AS New Holdings III, LLC repurchased and cancelled a principal amount of $15 million of loans under the New Second Lien Credit Agreement and approximately $5 million of loans under the Non-Extending Second Lien Credit Agreement.

As of the Petition Date, approximately $277,622,988.56 in principal amount was outstanding under the Second Lien Credit Agreement.

2. Intercreditor Agreements

The Debtors are party to an amended and restated intercreditor agreement, dated as of December 22, 2020, with Alter Domus Products Corp., as collateral agent under each of the First Lien Credit Agreement, Non-Extending Second Lien Credit Agreement and Second Lien Credit Agreement, governing, among other things, distributions of payments and treatment of collateral between the lenders thereunder. In addition, the Debtors are party to a second amended and restated intercreditor agreement, dated as of May 25, 2021 with PNC, as agent under the PNC Revolving Credit Agreement, and Alter Domus Products Corp., administrative agent under each of the First Lien Credit Agreement, Non-Extending Second Lien Credit Agreement and Second Lien Credit Agreement, governing, among other things, distributions of payments and treatment of collateral between the lenders under the Credit Agreements.

3. Intercompany Relationships

As is customary for a global enterprise of the Company's size and scale, the Debtors are parties to a series of relationships with their affiliates, with whom the Debtors transact on a regular basis in the ordinary course of business. The Debtors engage in such intercompany transactions in order to, among other things, provide enterprise-wide support services, divide the costs of management fees, complete transactions with administrative ease and facilitate operations on a daily basis. These transactions are recorded in a number of different ways, including through accounts receivable/payable relationships, intercompany loans and dividends.

ARTICLE III.
EVENTS LEADING TO THE CHAPTER 11 FILINGS

A confluence of events and circumstances contributed to the Debtors' need to file the Chapter 11 Cases, including: (i) the operational challenges the Company has faced since the Prior Cases; (ii) complexities surrounding Company's sale and marketing efforts; (iii) the administration proceedings commenced by Sungard AS UK; and (iv) the nature and extent of the Company's prepetition restructuring efforts and negotiations with existing stakeholders.

A. Operational Challenges Since the Prior Cases

In 2018, as it became evident that the Company's legacy capital structure was no longer sustainable, the Company commenced efforts to improve its balance sheet while simultaneously ensuring that the Company's customers could continue to trust and rely on the Company for its services. In connection therewith, the Company engaged in substantial discussions with its key stakeholders through the end of 2018 and into 2019 on the terms of a comprehensive balance sheet restructuring transaction, which was ultimately memorialized in a restructuring support agreement with the majority of its then-existing capital structure.

The Company's current capital structure is the result of this consensual restructuring which was implemented through the Prior Cases in May 2019. While the Prior Cases effectuated a swift and successful balance sheet restructuring, they did not comprehensively address the Company's operating cost structure and capacity utilization challenges. After the Prior Debtors emerged 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.

While the Prior Cases addressed the Company's significant funded debt obligations, the Company did not restructure its operating and other fixed-costs—most notably, its lease expenses and capacity underutilization—in connection therewith. Specifically, while the Company's leases for the Facilities are fixed long-term costs, the revenue the Company generates from those Facilities (such as the price of colocation rent) has been falling, depressing the Company's margins. In addition to rent at its Facilities, the Company continues to be burdened by other sizable fixed costs, including equipment leases, software licenses, hardware maintenance, subcontracting and temporary labor costs and other Facility-related operating costs, such as security.

The Company attempted to address its operational liabilities in a variety of ways, including through cost-cutting measures such as a reduction of over 40% of the Company's workforce, the marketing of certain of its business assets, and a consensual restructuring of certain uneconomical leases for its data centers and workplace recover sites. While the Company was successful in certain of these efforts, the persistence of declining revenues, significant uneconomical leases and protracted pandemic conditions prompted the need for a thorough evaluation of the Company's strategic alternatives, both in the short-term and the long-term, including more comprehensive asset sales.

B. The Company's Prepetition Sale and Marketing Efforts

Following its emergence from the Prior Cases, the Company continued to engage in a series of discrete marketing and sale efforts to dispose of various non-core assets as contemplated by its business plan. To that end, in December 2019, the Company again retained an investment banker specializing in technology-based assets, DH Capital, LLC ("DH"), to carry out the potential asset sale processes.[8] The sale processes included the following:

- **Sale-Leaseback of Owned Data Centers (Smyrna, 1800 Argentia and Lognes Campus).** Beginning on or around February 2020, DH contacted approximately 24 parties to explore interest in three of the Company's owned data centers located in (i) Smyrna, Georgia, (ii) Mississauga, Ontario and (iii) Lognes, France. Ultimately, and despite the impact of COVID-19 on the marketing process, two of the three data-centers were sold, generating approximately $50 million in gross proceeds for the Company.

- **Sale-Leaseback of Workplace Recovery Centers (Cypress, Northbrook and Grand Prairie).** Beginning on or around November 2020, DH contacted approximately 33 parties to explore interest in three of the Company's owned workplace recovery centers located in (i) Cypress, California, (ii) Northbrook, Illinois and (iii) Grand Prairie, Texas. Ultimately, all three properties were sold and leased back to the Company, generating approximately $21 million in gross proceeds for the Company.

C. Administration Proceedings Commenced by Sungard AS UK

Sungard AS UK faced particularly strong headwinds with respect to certain fixed costs, including leases, in recent months. In light of Sungard AS UK's unprofitability, the steep increase in energy costs, lack of viable funding to meet its obligations and lack of reasonable prospects for a consensual restructuring, the directors of Sungard AS UK determined that insolvency was unavoidable and that the appointment of administrators, pursuant to the UK Insolvency Act 1986, would be in the best interests of Sungard AS UK and its general body of creditors. Accordingly, on March 25, 2022, the directors appointed administrators to Sungard AS UK. The administrators are Benjamin Dymant and Ian Colin Wormleighton (together, the "Administrators") of Teneo Financial Advisory Limited ("Teneo").

The administration of Sungard AS UK, without funding to continue the operation of its business (referred to as a "shutdown" administration), could have had dire consequences for the Company as an overall enterprise and the Debtors specifically. Accordingly, to preserve the value of Sungard AS UK's assets in administration and to minimize disruption and damage to the rest of the Company, the directors of both Sungard AS and Sungard AS UK determined that a "trading administration"—whereby the Administrators would continue operating the business of Sungard AS UK, while exploring the orderly sale of assets and the potential transfer of customer contracts to other suppliers—would be in the best interests of creditors of Sungard AS UK (and, by extension, the Company as a whole). In order to implement a "trading" administration that would inure to the benefit of all Company stakeholders, Sungard AS UK required funding. To that end, Sungard AS negotiated a short-term funding agreement with the Administrators, acting on behalf of Sungard AS UK, whereby Sungard AS would provide a loan facility in an aggregate principal amount not exceeding $7.0 million (or approximately £5.3 million at current exchange rates), subject to the terms and conditions of a certain funding agreement, dated March 25, 2022 (the "UK Funding Agreement"). The Company

[8] DH's relationship with the Company dates back to 2015 when DH assisted the Company in marketing three data-centers in the Atlanta market. Subsequently, DH was retained in 2018 to market two additional data-centers in the Chicago market. In 2019, DH was retained on behalf of an ad hoc group of creditors in the Prior Cases and, following emergence from the Prior Cases, the Company retained DH to assist with implementing the Company's business plan.

determined that, given the importance of its customer relationships and the potentially disastrous effects that a shutdown administration could have had on the entire enterprise, entry into the UK Funding Agreement was in the best interest of all stakeholders.

In addition, the Term Loan DIP Facility contemplated that proceeds of up to $10 million of the Term Loan DIP Facility may be used, through an increase in funding under the UK Funding Agreement, to support the administration process of Sungard AS UK with the prior written consent of the Required Term Loan DIP Lenders. On May 19, 2022, with the consent of the Required Term Loan DIP Lenders, Sungard AS UK entered into that certain amendment to the UK Funding Agreement that, among other things, increased the borrowings under the UK Funding Agreement by an additional $3.5 million. On June 7, 2022, Sungard AS UK entered into those certain agreements for the sale of consulting, public cloud and colocation businesses and assets to Redcentric Solutions Limited for approximately £10,000,000 (the "Redcentric Sale"). One portion of the Redcentric Sale involving consulting and public cloud assets signed and closed on June 7, 2022, while the sale of the colocation assets closed on July 5, 2022 and Sungard AS UK received the proceeds of the Redcentric Sale (the "UK Sale Proceeds"). On August 1, 2022, the UK Sale Proceeds were transferred to the Term Loan DIP Agent and placed into an escrow account to be held for the benefit of the Term Loan DIP Lenders, subject to the terms of that certain Amended and Restated Limited Consent, Waiver and Amendment to Senior Secured Superpriority Term Loan Debtor-in-Possession Credit Facility Term Sheet dated August 8, 2022.

D. Prepetition Restructuring Efforts and the Restructuring Support Agreement

In February 2022, when it became evident that a more comprehensive restructuring of the Company would be required, the Debtors retained restructuring advisors to assist with the development of possible restructuring alternatives. The Debtors, with the assistance of these advisors, explored various alternatives, including whether it was practicable to effectuate an out-of-court restructuring, and ultimately determined that an in-court restructuring was necessary. The Debtors began negotiations regarding potential restructuring transactions with the Ad Hoc Group in March 2022. These good-faith negotiations resulted in the applicable parties' entry into the Restructuring Support Agreement, which is attached hereto as Exhibit B. In addition, as set forth above, in order to ensure a smooth landing into chapter 11, the Debtors obtained additional liquidity from certain members of the Ad Hoc Group in the form of the Bridge Financing in the amount of $7 million prior to commencing the Chapter 11 Cases.

On April 11, 2022, the Debtors entered into the Restructuring Support Agreement with First Lien Lenders holding in excess of 80% of the term loans under the First Lien Credit Agreement and Second Lien Lenders holding in excess of 80% of the term loans under the Second Lien Credit Agreement. The Restructuring Support Agreement contemplated, among other things, that the Debtors would run a comprehensive sale process for a sale of all or any subset of their assets and would implement a chapter 11 plan pursuant to which (i) any Sale Proceeds would be distributed and (ii) the Debtors would reorganize around any assets and/or business lines not sold and would distribute Reorganized Debtor Equity to Holders of Term Loan DIP Claims and, as applicable, Credit Agreement Claims on account thereof.

On May 11, 2022 and August 8, 2022, the Debtors entered into amendments to the Restructuring Support Agreement, which, among other things, extended certain milestones for the restructuring and sale process. The current milestones under the Restructuring Support Agreement are as follows, which milestones may be extended from time to time upon the consent of the Required Consenting Stakeholders:

Event	Milestone
Conditional approval of Disclosure Statement	September 8, 2022
If the ABL DIP Facility is not projected to be repaid in full in cash on the Effective Date from proceeds of the ABL DIP Priority Collateral (as defined in the Final DIP Order), the Debtors, Required ABL DIP Lenders and Required Term Loan DIP Lenders shall have agreed on alternative treatment therefore or the Debtors shall have received a commitment for a replacement ABL facility	September 9, 2022
Entry of a Sale Order approving the sale of CMS	September 14, 2022
Execution of transition services agreement(s) between the Debtors and purchasers of Bravo and CMS	September 21, 2022
Execution of a Purchase Agreement for the sale of Pantheon, with a purchase price reasonably acceptable to the Required Consenting Stakeholders	September 30, 2022
Entry of the Confirmation Order	October 5, 2022
Closing of Bravo Sale Transaction	October 7, 2022
Closing of CMS Sale Transaction	
Effective Date	
Closing of Pantheon Sale Transaction	

ARTICLE IV.
EVENTS SINCE THE FILING OF THE CHAPTER 11 CASES

A. First Day Motions

On the Petition Date, the Debtors filed several motions designed to facilitate the administration of the Chapter 11 Cases and minimize disruption to the Debtors' operations by, among other things, easing the strain on the Debtors' relationships with employees, vendors and customers following the commencement of the Chapter 11 Cases. Copies of these motions, the orders granted in connection therewith and all other pleadings in these Chapter 11 Cases can be obtained for free on the Solicitation Agent's website at https://cases.ra.kroll.com/SungardAS or for a fee at the Bankruptcy Court's website https://ecf.txsb.uscourts.gov/.

B. The DIP Financing

On the Petition Date, the Debtors filed the DIP Motion whereby the Debtors sought authority to, among other things, enter into the DIP Facilities comprised of (a) the ABL DIP Facility consisting of a $50,000,000 senior secured superpriority priming revolving credit facility pursuant to which the obligations under the PNC Revolving Credit Agreement (including letters of credit) were converted, on a dollar for dollar basis, into new postpetition loans and (b) the Term Loan DIP Facility comprised of up to $285,900,000 of senior secured superpriority priming multi-draw term loans, consisting of (i) up to $95,300,000 in new money loans and (ii) a roll up of up to $190,600,000 of First Lien Credit Agreement Claims and Second Lien Credit Agreement Claims. On April 12, 2022, the Bankruptcy Court entered the Interim DIP Order approving the DIP Motion on an interim basis and on May 11, 2022, the Bankruptcy Court entered the Final DIP Order approving the DIP Motion on a final basis including certain modifications agreed to by the Term Loan DIP Lenders, the Debtors, and the Committee. The Canadian Court recognized and granted full force and effect to the Final DIP Order in Canada on May 16, 2022. The proceeds of the DIP Facilities and the consensual use of cash collateral pursuant to the DIP Motion have been used to, among other things, continue the operation of the Debtors' businesses, fund the costs of the Chapter 11 Cases, repay in full the Bridge Financing, reduce the outstanding obligations under the PNC Revolving Credit Agreement by $13,5000,000, and provide up to $10,000,000 in financial support for the UK administration process of Sungard AS UK.

C. Global Settlement

In settlement of disputes with the Committee relating to entry of Final DIP Order, the Debtors, the Committee and the Required Consenting Stakeholders agreed to a global resolution of various matters in connection with the Debtors' restructuring (the "Global Settlement"). The relevant components of the Global Settlement are as follows (the terms of which are summarized below but qualified by the terms of the Final DIP Order and specifically paragraph 49 of the Final DIP Order):[9]

- The Required Consenting Stakeholders agreed to fund the Wind Down Amount.

- The Required Consenting Stakeholders agreed to fund an amount up to $4,050,000 on account of accrued, unpaid and allowed claims for postpetition rent for the period between April 11, 2022 and April 30, 2022 for any commercial real property lease to be paid promptly upon such allowance either as part of Cure Costs (as defined in the Bidding Procedures Order) or from the cash sale proceeds realized from one or more Sale Transactions, subject to a dollar-for-dollar reduction if such lease is assumed by a Successful Bidder, satisfied pursuant to any asset purchase agreement, or consensually agreed to by a landlord.

- The Required Consenting Stakeholders agreed to fund an amount up to $781,000 on account of claims subject to Bankruptcy Code section 503(b)(9) (the "503(b)(9) Claims"), subject to a dollar-for-dollar reduction to the extent any 503(b)(9) Claim is disallowed, reduced by agreement or court order, assumed by a successful bidder or otherwise satisfied during the Chapter 11 Cases (in the Debtors' business judgment) or pursuant to another provision of an asset purchase agreement.

- Avoidance Actions shall be excluded from any sale of the Debtors' assets with a commitment of the Debtors not to prosecute such actions or, if sold as part of a Sale Transaction, subject to a covenant not to sue.

- No General Unsecured Creditor will receive a distribution where the recovery to such General Unsecured Creditor exceeds the percentage recovery on the Tranche C Term Loan DIP Facility Claims, excluding General Unsecured Creditors paid under any Final Order approving First Day Pleading, any General Unsecured Creditor whose lease or contract is assumed, or any General Unsecured Creditor that has an alternative source of recovery from outside the Debtors' Estates.

As noted above, under the Global Settlement, the Debtors, the Required Consenting Stakeholders and the Committee agreed that no General Unsecured Creditor would receive a distribution in excess of the recovery for holders of Tranche C Term Loan DIP Facility Claims (the junior most tranche of the Term Loan DIP Facility). Despite an extensive Court-approved marketing process, such sale process did not produce bids at a value in excess of the two senior most tranches of the Term Loan DIP Facility, i.e. the Tranche A Term Loan DIP Facility Claims and the Tranche B Term Loan DIP Facility Claims (including any potential bid for the Debtors' remaining Eagle assets). As a result, pursuant to the "Roll-Up Recharacterization" provision of the Final DIP Order, the full amount of the Tranche C Term Loan DIP Facility Claims will be deemed to be "un-rolled" and restored as prepetition Second Lien Credit Agreement Claims. The Tranche B Term Loan DIP Facility Claims will also be subject to the Roll-Up Recharacterization as prepetition First Lien Credit Agreement Claims to the extent that they are ultimately determined to have exceeded the value realizable by the Term Loan DIP Lenders under the Plan. As such, because the Debtors' restructuring process (inclusive of any Sale Transactions consummated) are not expected to result in value in excess of the Tranche A Term Loan DIP Facility Claims and Tranche B Term Loan DIP Facility Claims, the holders of Tranche C Term Loan DIP Facility Claims will not receive any recovery pursuant to the Plan. Although the Global Settlement contemplated a potential small cash distribution for General Unsecured Creditors, such distribution was contingent on the holders of Tranche C Term Loan DIP Facility Claims receiving a distribution pursuant to the Plan. Therefore, General Unsecured Creditors are not entitled to any recovery under the Global Settlement.

[9] Capitalized terms used in this section but not defined herein shall have the meanings given to them in the Final DIP Order.

D. The Bidding Procedures

On April 22, 2022, the Debtors filed the Bidding Procedures Motion to approve bidding procedures for the sale of all or substantially all of the Debtors' assets, which the Bankruptcy Court approved on May 11, 2022. On May 26, 2022, the Canadian Court recognized and granted full force and effect to the Bidding Procedures Order in Canada.

The Bidding Procedures established 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 DIP Lenders, to be fair and open and foster competitive bidding. Among other things, the Bidding Procedures provided prospective bidders with approximately two months to conduct diligence on the Debtors' assets and submit a bid. The Bidding Procedures set July 7, 2022 as the date by which final bids for all or a subset of the Debtors' assets were due. Following the occurrence of the final bid deadline, the Debtors and their advisors, in consultation with the Consultation Parties (as defined in the Bidding Procedures), have worked to evaluate the bids received. As further described herein, those efforts resulted in the designation of 365 Data Centers as the successful bidder for the majority of the Debtors' Bravo assets and 11:11 as the successful bidder for the CMS assets. In addition, the Debtors are currently in discussions regarding one or more additional potential sale transactions.

E. Appointment of Creditors' Committee

On April 25, 2022, the U.S. Trustee appointed the Committee [Docket No. 137]. The Committee is currently comprised of the following five members: (a) 401 North Broad Lessee, LLC; (b) Bridgepoint Technologies, LLC; (c) Vertiv Corporation; (d) LJS Electric, Inc.; and (e) Fluidics Inc. (Emcor Services). The Committee filed applications for the retention of Pachulski Stang Ziehl & Jones LLP, as counsel [Docket No. 233], and Dundon Advisers LLC, as financial advisor [Docket No. 234], which retentions the Bankruptcy Court approved on June 17, 2022 [Docket Nos. 322 and 323].

F. Retention of Debtors' Professionals

The Debtors filed applications for the retention of various professionals to assist the Debtors in carrying out their duties as debtors in possession and to represent their interests in the Chapter 11 Cases, including: (a) Akin Gump Strauss Hauer & Feld LLP, as co-counsel [Docket No. 207], which the Bankruptcy Court approved on June 7, 2022 [Docket No. 289]; (b) Jackson Walker LLP, as co-counsel [Docket No. 211], which the Bankruptcy Court approved on June 7, 2022 [Docket No. 291]; (c) DH Capital, LLC, as specialty technology investment banker [Docket No. 206], which the Bankruptcy Court approved on June 23, 2022 [Docket No. 400]; (d) FTI Consulting, Inc., as financial advisor [Docket No. 210], which the Bankruptcy Court approved on June 7, 2022 [Docket No. 290]; (e) Houlihan Lokey Capital, Inc., as restructuring investment banker [Docket No. 209], which the Bankruptcy Court approved on June 29, 2022 [Docket No. 419]; and (f) Kroll Restructuring Administration LLC, as claims and noticing agent [Docket No. 13], which the Bankruptcy Court approved on April 11, 2022 [Docket No. 43].

G. Claims Bar Date and Resolution Process

On April 27, 2022, the Debtors filed the *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* [Docket No. 152] (the "Bar Date Motion"). On May 11, 2022, the Bankruptcy Court entered the order [Docket No. 218] approving the Bar Date Motion, including approval of the form to be filed with each Proof of Claim and the establishment of the following deadlines for the filing of Proofs of Claim and notice thereof: (i) June 22, 2022 as the deadline to file Proofs of Claim based on prepetition Claims, including Claims arising under Bankruptcy Code section 503(b)(9); (ii) October 10, 2022 as the deadline for governmental units to file Proofs of Claim (the "Governmental Bar Date"); and (iii) the later of either (i), (ii) or the date that is thirty (30) 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. On May 16, 2022, the Canadian Court recognized and granted full force and effect to the order approving the Bar Date Motion in Canada.

On June 3, 2022, the Debtors filed their schedules of assets and liabilities and statements of financial affairs [Docket Nos. 260-283]. On July 25, 2022, the Court entered the Order (I) Approving Omnibus Claims Objection Procedures and (II) Authorizing the Debtors to File Substantially Omnibus Objections to Claims Pursuant to Bankruptcy Rule 3007(c) [Docket No. 513] to establish procedures by which the Debtors can object to Proofs of Claim filed in these chapter 11 cases on an omnibus basis (the "Omnibus Objection Order"). On August 3, 2022, the Canadian Court recognized and granted full force and effect in Canada to the Omnibus Objection Order.

H. CCAA Proceeding

Concurrent with the filing of the First Day Pleadings, the Debtors filed the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee to Act as Foreign Representative and (II) Granting Related Relief* [Docket No. 16], by which the Debtors requested that the Court enter an order, among other things, confirming that Sungard AS Canada may act as the "foreign representative" before the Canadian Court in connection with the proposed recognition proceeding commenced pursuant to Part IV of the Companies' Creditors Arrangement Act (Canada) R.S.C. 1985, c. C-36, as amended (the "CCAA"), and, on April 12, 2022, the Bankruptcy Court entered such order. [Docket No. 66]. The Canadian Court, among other things, has recognized the chapter 11 case of Sungard AS Canada as a "foreign main proceeding," has appointed the Information Officer to act in respect of the CCAA Proceeding, and has recognized and granted full force and effect in Canada to certain of the first day and other orders to ensure that the Company's Canadian business continues to operate uninterrupted during the pendency of the Chapter 11 Cases. Materials in respect of the CCAA Proceeding can be found on the Information Officer's website at https://www.alvarezandmarsal.com/SungardASCanada.

I. De Minimis Asset Sale Procedures

On April 22, the Debtors filed the *Debtors' Motion to Approve Procedures for De Minimis Asset Sales* [Docket No. 133], authorizing the Debtors to implement expedited procedures for the sale of assets in any individual transaction or series of related transactions to a single buyer or group of related buyers with an aggregate sale price equal to or less than $1 million. On May 23, 2022, the Court entered the order approving these procedures [Docket. No. 237]. On June 2, 2022, the Canadian Court granted an order recognizing and giving full force and effect in Canada to the order approving these procedures.

J. Lease and Contract Rejections

On May 6, 2022, the Debtors filed the *Debtors' Omnibus Motion for Entry of an Order (I) Authorizing and Approving the Rejection of Certain Unexpired Leases of Non-Residential Real Property and (II) Granting Related Relief* [Docket No. 197] (the "Rejection Motion"), for authority to reject three unexpired leases relating to the Debtors' workplace recovery centers, effective as of May 31, 2022. On May 31, 2022, the Bankruptcy Court entered an order approving the Rejection Motion. On June 2, 2022, the Canadian Court granted an order recognizing and giving the order approving the Rejection Motion full force and effect in Canada.

On July 1, 2022, the Debtors filed the *Debtors' Motion for Entry of an Order (I) Authorizing and Approving the Rejection of an Unexpired Lease of Non-Residential Real Property, (II) Authorizing and Approving the Rejection of Certain Executory Contracts and (III) Granting Related Relief* [Docket No. 461], (the "Millcreek Rejection Motion"), for authority to reject an unexpired lease of nonresidential real property located at 6535 Millcreek Drive, Mississauga, Ontario, and related contracts, effective as of July 31, 2022. On July 26, 2022, the Bankruptcy Court entered an order approving the Millcreek Rejection Motion. On August 3, 2022, the Canadian Court granted an order recognizing and giving full force and effect in Canada to the order approving the Millcreek Rejection Motion.

On July 29, 2022, the Debtors filed the *Debtors' Motion for Entry of an Order (I) Authorizing and Approving the Rejection of Certain Executory Contracts and (II) Granting Related Relief* [Docket No. 531] for authority to reject certain agreements relating to facilities at 365 S. Randolphville Road, Piscataway, NJ and 3 Corporate Place, Piscataway, NJ. As of the date hereof, the Bankruptcy Court has not entered an order approving the Piscataway Rejection Motion.

K. KERP Approval

On June 29, 2022, the Debtors filed the *Debtors' Emergency Motion for Entry of an Order (I) Approving the Debtors' Key Employee Retention Program, (II) Authorizing the Debtors to Honor and Pay Certain Compensation Obligations, and (III) Granting Related Relief* [Docket No. 421], seeking approval of the Debtors' key employee retention program and authorizing the Debtors to honor and pay certain compensation obligation, including (i) overdue prepetition sales commissions, (ii) project-based retention agreements and (iii) prepetition severance obligations. The Debtors also sought authority to modify their sales commission program. The Debtors had determined that this relief was critical to achieving strong results in the face of industry-wide challenges and allaying concerns of employment uncertainty created by the restructuring and to maximizing the value of the Debtors' estates for the benefit of all stakeholders. The Debtors also sought to mitigate the rise in voluntary attrition in their workforce through the implementation of a retention program. On July 13, 2022, the Court entered the order approving the motion [Docket No. 493]. On July 19, 2022, the Canadian Court granted an order recognizing and giving the order approving the motion full force and effect in Canada.

L. Sale Process

The Debtors engaged in a prepetition marketing process as described in Article III.B and continued such process throughout the Chapter 11 Cases in accordance with the Bidding Procedures. The Debtors evaluated all bids received in accordance with the Bidding Procedures. After reviewing the Debtors' available options, the Debtors determined to pursue (i) a sale of Bravo to 365 Data Centers, (ii) a sale of CMS to 11:11 and (iii) either a sale of the Debtors' remaining Eagle business or a reorganization around the Eagle business if an Eagle Sale Transaction cannot be consummated. The Bankruptcy Court approved the sale of Bravo to 365 Data Centers on August 31, 2022 and a hearing to approve the sale of CMS to 11:11 has been set for September 13, 2022. The Debtors remain in discussions regarding a potential Eagle Sale Transaction and will make a determination as to whether the Eagle Sale Scenario or the Equitization Scenario will be pursued in connection with the filing of the Plan Supplement.

ARTICLE V.
SUMMARY OF TREATMENT OF CLAIMS AND ESTIMATED RECOVERIES

The Plan classifies Claims and Interests into ten (10) different Classes. The following chart provides a summary of the Debtors' estimate of the anticipated recoveries for each Class of Claims and Interests.[10] The treatment provided in this chart is for informational purposes only and is qualified in its entirety by Article VII herein.

Class	Claims or Interests	Status	Voting Rights	Estimated Amount of Allowed Claims or Interests	Estimated Recoveries for Allowed Claims and Interests
1	Other Secured Claims	Unimpaired	Presumed to Accept	Approximately $15.7 million	100%
2	Other Priority Claims	Unimpaired	Presumed to Accept	$0	100%

[10] The amounts contained in this Article V represent the Debtors' estimate of the Claims that they believe ultimately may be Allowed based on their review of the filed Proofs of Claim and their books and records, and do not represent amounts actually asserted by Creditors in Proofs of Claim or otherwise. The Debtors have not completed their analysis of Claims in the Chapter 11 Cases and such Claims remain subject to objection as necessary or appropriate. Therefore, there can be no assurances of the exact amount of the Allowed Claims at this time. The actual amount of the Allowed Claims may be greater or lower than estimated. *See* Art. XVIII.

Class	Claims or Interests	Status	Voting Rights	Estimated Amount of Allowed Claims or Interests	Estimated Recoveries for Allowed Claims and Interests
3	First Lien Credit Agreement Claims	Impaired	Entitled to Vote	Approximately $10,712,933[11]	[●]%[12]
4	Second Lien Credit Agreement Claims	Impaired	Deemed to Reject	Approximately $278 million	0%
5	Non-Extending Second Lien Credit Agreement Claims	Impaired	Deemed to Reject	Approximately $9 million	0%
6	General Unsecured Claims	Impaired	Deemed to Reject	Approximately $75 million	0%
7	Section 510(b) Claims	Impaired	Deemed to Reject	$0	0%
8	Intercompany Claims	Unimpaired / Impaired	Presumed to Accept / Deemed to Reject	N/A	100% / 0%
9	Intercompany Interests	Unimpaired / Impaired	Presumed to Accept / Deemed to Reject	N/A	100% / 0%
10	Existing Equity Interests	Impaired	Deemed to Reject	N/A	0%

ARTICLE VI.
ADMINISTRATIVE AND PRIORITY CLAIMS

In accordance with Bankruptcy Code section 1123(a)(1), Administrative Claims, DIP Facility Claims, Professional Fee Claims, and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in Article VII.

A. Administrative Claims

1. Administrative Claims

Except to the extent that a Holder of an Allowed Administrative Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Administrative Claim, each Holder of an Allowed Administrative Claim (other than Holders of Professional Fee Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full

[11] As of the Petition Date, approximately $108,233,409.28 in principal amount was outstanding under the First Lien Credit Agreement (inclusive of the Bridge Financing). The amount of Allowed First Lien Credit Agreement Claims is estimated as of the date of the filing of this Plan and Disclosure Statement and accounts for the repayment of the Bridge Financing and roll-up of certain First Lien Credit Agreement Claims into Term Loan DIP Facility Claims pursuant to the Final DIP Order. The final Allowed Amount of First Lien Credit Agreement Claims is subject to change in accordance with the "Roll-Up Recharacterization" provision in the Final DIP Order and will be determined in connection with the filing of the Plan Supplement to be filed with the Bankruptcy Court no later than seven (7) days in advance of the Voting Deadline .

[12] **The estimated recovery for Class 3 will be provided in connection with the Plan Supplement to be filed with the Bankruptcy Court no later than seven (7) days in advance of the Voting Deadline.**

and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (a) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (b) if such Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order Allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (c) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the Holders of such Allowed Administrative Claim; (d) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as applicable; or (e) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

2. Professional Fee Claims

a. *Final Fee Applications*

All final requests for Professional Fee Claims shall be filed no later than forty-five (45) days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts of such Professional Fee Claims shall be determined by the Bankruptcy Court and paid from the Professional Fee Escrow Account and, to the extent such account is insufficient, from the Reorganized Debtors.

b. *Professional Fee Escrow Account*

On the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Reserve Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Retained Professionals. Such funds shall not be considered property of the Estates of the Debtors, the Reorganized Debtors, the Wind Down Debtors or the Plan Administrator, as and if applicable. The amount of Professional Fee Claims owing to the Retained Professionals shall be paid in Cash to such Retained Professionals from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed by a Final Order. When all such Allowed amounts owing to Retained Professionals have been paid in full, any remaining amount in the Professional Fee Escrow Account shall be paid to the Reorganized Debtors (in the Equitization Scenario) or the Plan Administrator (in the Eagle Sale Scenario), in each case, without any further action or order of the Bankruptcy Court. To the extent that funds held in the Professional Fee Escrow Account are unable to satisfy the amount of Professional Fee Claims owed to the Retained Professionals, such Retained Professionals shall have Allowed Administrative Claims for any such deficiency, which shall be satisfied in accordance with Article VI.A.1 hereof; provided the Retained Professionals for the Committee shall be limited to total allowed fees and expenses of $1,900,000 in accordance with the Final DIP Order.

Notwithstanding anything to the contrary set forth herein, professional fees and expenses of Canadian professionals including counsel to the Foreign Representative, the Information Officer and its counsel, incurred in connection with the CCAA Proceeding, shall in all cases continue to be paid in accordance with the terms of the orders of the Canadian Court, and for greater certainty, in circumstances involving the sale or distribution of the assets of Sungard AS Canada or other Property in Canada (as defined in the Supplemental Order), such Canadian professional fees and expenses will also be required to be paid prior to or concurrently with the discharge of the Administration Charge.

c. *Professional Fee Reserve Amount*

To receive payment for unbilled fees and expenses incurred through the Effective Date, the Retained Professionals shall estimate their Accrued Professional Compensation prior to and as of the Effective Date and shall deliver such estimate to the Debtors on or before the Effective Date. If a Retained Professional does not provide such estimate, the Debtors may estimate the unbilled fees and expenses of such Retained Professional; *provided* that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such Retained Professional. The total amount so estimated as of the Effective Date shall comprise the Professional Fee Reserve Amount; *provided, however,* the Retained Professionals for the Committee shall be limited to total allowed fees and

expenses of $1,900,000 in accordance with the Final DIP Order, and to the extent of any unused amounts thereunder by Retained Professionals for the Committee, the balance shall revert to the holders of Term Loan DIP Facility Claims notwithstanding anything to the contrary set forth above or in this Plan. The Retained Professionals of the Committee shall be entitled to reimbursement of fees and costs incurred after the Effective Date from the Professional Fee Reserve relating to final fee applications.

d. ***Payment of Certain Fees and Expenses***

Except as otherwise specifically provided in the Plan, from and after the Effective Date, each Reorganized Debtor or the Plan Administrator (as applicable) shall pay in Cash the reasonable fees and expenses incurred by such Debtor, Reorganized Debtor or the Plan Administrator (as applicable) after the Effective Date in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court. The Reorganized Debtors or the Plan Administrator (as applicable) shall pay all reasonable and documented fees and expenses in accordance with the terms and conditions of the Plan, the DIP Orders and the Restructuring Support Agreement, and if any such fee and/or expense is unpaid as of the Effective Date such fee and/or expense shall be paid on the Effective Date. If the Reorganized Debtors or Plan Administrator (as applicable) dispute the reasonableness of any such invoice for fees and expenses payable under the Plan, DIP Orders or the Restructuring Support Agreement, the Reorganized Debtors or Plan Administrator (as applicable) or the affected professional may submit such dispute to the Bankruptcy Court for a determination of the reasonableness of any such invoice, and the disputed portion of such invoice shall not be paid until the dispute is resolved. The undisputed portion of such fees and expenses shall be paid as provided herein. Upon the Effective Date, any requirement that Retained Professionals comply with Bankruptcy Code sections 327 through 331 and 1103 in seeking retention or compensation for services rendered after such date shall terminate, and each Reorganized Debtor or the Plan Administrator (as applicable) may employ and pay any Retained Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

e. ***Substantial Contribution Compensation and Expenses***

Any Entity that requests compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to Bankruptcy Code sections 503(b)(3), (4), and (5) must file an application and serve such application on counsel for the Debtors, Reorganized Debtors or Plan Administrator, as applicable, and as otherwise required by the Bankruptcy Court, the Bankruptcy Code, and the Bankruptcy Rules on or before the Administrative Claims Bar Date.

3. Administrative Claims Bar Date

All requests for payment of an Administrative Claim (other than DIP Facility Claims, Cure Claims, or Professional Fee Claims) that accrued on or before the Effective Date that were not otherwise accrued in the ordinary course of business must be filed with the Bankruptcy Court and served on the Debtors no later than the Administrative Claims Bar Date. Holders of Administrative Claims (other than DIP Facility Claims, Cure Claims, or Professional Fee Claims) that are required to, but do not, file and serve a request for payment of such Administrative Claims by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or their property and such Administrative Claims shall be deemed discharged as of the Effective Date.

The Reorganized Debtors or Plan Administrator (as applicable), in their sole and absolute discretion, may settle Administrative Claims in the ordinary course of business without further Bankruptcy Court approval. The Reorganized Debtors or Plan Administrator (as applicable) may also choose to object to any Administrative Claim no later than ninety (90) days after the Administrative Claims Bar Date, subject to extensions by the Bankruptcy Court, agreement in writing of the parties, or on motion of a party in interest approved by the Bankruptcy Court. Unless the Debtors, the Reorganized Debtors or Plan Administrator (as applicable) object to a timely-filed and properly served Administrative Claim, such Administrative Claim will be deemed Allowed in the amount requested. In the event that the Debtors, the Reorganized Debtors or Plan Administrator (as applicable) object to an Administrative Claim, the parties may confer to try to reach a settlement and, failing that, the Bankruptcy Court will determine whether such Administrative Claim should be allowed and, if so, in what amount.

B. DIP Facility Claims

1. ABL DIP Facility Claims

The ABL DIP Facility Claims shall be Allowed as of the Effective Date in an amount equal to (a) the principal amount outstanding under the ABL DIP Facility on such date, (b) all interest accrued and unpaid thereon to the date of payment, and (c) any and all accrued and unpaid fees, expenses and indemnification or other obligations of any kind payable under the ABL DIP Facility.

Except to the extent that a Holder of an Allowed ABL DIP Facility Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for, each Allowed ABL DIP Facility Claim, on the Effective Date, each Holder of an Allowed ABL DIP Facility Claim shall be (i) paid in full in cash, or (ii) afforded such other treatment as is acceptable to the Required ABL DIP Lenders. Notwithstanding the foregoing, and without limitation of Article VIII.D. with respect to the ABL DIP Facility, (i) on the Effective Date the Debtors shall cash collateralize all outstanding letters of credit issued, deemed issued, or deemed reissued under the ABL DIP Facility in accordance with the terms and conditions of the ABL DIP Documents, and (ii) the ABL DIP Agent's Claims and Liens in such cash collateral with respect to such letters of credit shall survive the termination of the ABL DIP Facility and the occurrence of the Effective Date.

2. Term Loan DIP Facility Claims

The Term Loan DIP Facility Claims shall be Allowed as of the Effective Date in an amount equal to (a) $208,626,865[13] and (b) any and all accrued and unpaid fees, expenses and indemnification or other obligations of any kind payable under the Term Loan DIP Facility.

Except to the extent that a Holder of an Allowed Term Loan DIP Facility Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for, each Allowed Term Loan DIP Facility Claim, on the Effective Date, each Holder of an Allowed Term Loan DIP Facility Claim shall receive: (a) in the event of the Eagle Sale Scenario, such Holder's Pro Rata share of available Sale Proceeds from one or more Sale Transactions (including the Term Loan DIP Sale Consideration from a sale of the Eagle assets) *plus* such Holder's Pro Rata share of any additional Cash and/or proceeds of any assets not included in the Sale Transactions up to the Allowed Amount of such Holder's Term Loan DIP Facility Claim; or (b) in the event of the Equitization Scenario, such Holder's Pro Rata share of (i) available Sale Proceeds from one or more Sale Transactions; (ii) the Take Back Debt Facility, if applicable; and (iii) the Term Loan DIP Equity Consideration as set forth in the Equity Allocation Schedule, or such other treatment as is acceptable to the Required Consenting Stakeholders.

C. Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in Bankruptcy Code section 1129(a)(9)(C) and, for the avoidance of doubt, Holders of Allowed Priority Tax Claims will receive interest on such Allowed Priority Tax Claims after the Effective Date in accordance with sections 511 and Bankruptcy Code 1129(a)(9)(C). To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in accordance with the terms of any agreement between the Debtors, Reorganized Debtors or the Plan Administrator (as applicable) and the Holder of such Claim, or as may be due and payable under applicable non-bankruptcy law, or in the ordinary course of business.

[13] The amount of Allowed Term Loan DIP Facility Claims is estimated as of the date of the filing of this Plan and Disclosure Statement and includes the roll-up of certain Credit Agreement Claims pursuant to the Final DIP Order. The final Allowed Amount of Term Loan DIP Facility Claims is subject to change in accordance with the "Roll-Up Recharacterization" provision in the Final DIP Order and will be determined in connection with the filing of the Plan Supplement to be filed with the Bankruptcy Court no later than seven (7) days in advance of the Voting Deadline.

D. Statutory Fees

All fees due and payable pursuant to section 1930 of title 28 of the U.S. Code prior to the Effective Date shall be paid by the Debtors plus any interest due and payable under 31 U.S.C. § 3717 on all disbursements, including Plan payments and disbursements in and outside the ordinary course of the Debtors' or, if applicable, Reorganized Debtors' business (or such amount agreed to with the United States Trustee), for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first. On and after the Effective Date, the Reorganized Debtors or Plan Administrator (as applicable) shall pay any and all such fees when due and payable, and shall File with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee.

ARTICLE VII.
CLASSIFICATION, TREATMENT, AND VOTING OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests

The Plan constitutes a separate Plan proposed by each Debtor. Except for the Claims addressed in Article VI herein, all Claims and Interests are classified in the Classes set forth below in accordance with Bankruptcy Code section 1122. A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving Distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date. The votes of each Class shall be tabulated on a Debtor-by-Debtor basis.

B. Treatment of Claims and Interests

Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter in full and final satisfaction, settlement, release and in exchange for, such Holder's Allowed Claim.

(a) Class 1 — Other Secured Claims

(1) *Classification*: Class 1 consists of all Other Secured Claims.

(2) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment of its Allowed Other Secured Claim, in full and final satisfaction, settlement, release and in exchange for each Allowed Other Secured Claim, each such Holder shall receive, at the option of the applicable Debtor(s), either:

(A) payment in full in Cash;

(B) delivery of collateral securing such Allowed Other Secured Claim;

(C) Reinstatement of such Allowed Other Secured Claim; or

(D) such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with Bankruptcy Code section 1124.

(3) *Voting*: Class 1 is Unimpaired and Holders of Allowed Other Secured Claims in Class 1 are conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f). Therefore, Holders of Allowed Other Secured Claims in Class 1 are not entitled to vote to accept or reject the Plan.

(b) Class 2 — Other Priority Claims

(4) *Classification*: Class 2 consists of all Other Priority Claims.

(5) *Treatment*: Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment, on the Effective Date, or as soon as reasonably practicable thereafter, in full and final satisfaction, compromise, settlement, release, and in exchange for such Allowed Other Priority Claim, each Holder thereof shall receive either:

(A) payment in full in Cash;

(B) Reinstatement of such Allowed Other Priority Claim; or

(C) such other treatment rendering its Allowed Other Priority Claim Unimpaired in accordance with Bankruptcy Code section 1124.

(6) *Voting*: Class 2 is Unimpaired and Holders of Allowed Other Priority Claims in Class 2 are conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f). Therefore, Holders of Allowed Other Priority Claims in Class 2 are not entitled to vote to accept or reject the Plan.

(c) Class 3 — First Lien Credit Agreement Claims

(1) *Classification*: Class 3 consists of all First Lien Credit Agreement Claims.

(2) *Allowance:* On the Effective Date, the First Lien Credit Agreement Claims shall be deemed Allowed in the principal amount outstanding under the First Lien Credit Agreement (including all accrued and unpaid interest as of the Petition Date) after reduction for any First Lien Credit Agreement Claims rolled-up into Term Loan DIP Facility Claims pursuant to the Final DIP Order.

(3) *Treatment*: Except to the extent that a Holder of an Allowed First Lien Credit Agreement Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, compromise, settlement, release and in exchange for each Allowed First Lien Credit Agreement Claim, each Holder thereof shall receive:

(A) in the event of the Eagle Sale Scenario, its Pro Rata share of the First Lien Sale Consideration *plus* such Holder's Pro Rata share of any additional Cash and/or proceeds of any assets not included in the Sale Transactions available after repayment of the Term Loan DIP Facility Claims in full up to the Allowed Amount of such Holder's First Lien Credit Agreement Claims; or

(B) in the event of the Equitization Scenario, its Pro Rata share of the First Lien Equity Consideration as set forth in the Equity Allocation Schedule.

(4) *Voting*: Class 3 is Impaired. Therefore, Holders of Class 3 First Lien Credit Agreement Claims are entitled to vote to accept or reject the Plan.

(d) Class 4 — Second Lien Credit Agreement Claims

(1) *Classification*: Class 4 consists of all Second Lien Credit Agreement Claims.

(2) *Allowance*: On the Effective Date, the Second Lien Credit Agreement Claims shall be deemed Allowed in the principal amount outstanding under the Second Lien Credit Agreement (including all accrued and unpaid interest as of the Petition Date).

(3) *Treatment*: Second Lien Credit Agreement Claims will be canceled, released and extinguished as of the Effective Date, and will be of no further force or effect, and Holders of Second Lien Credit Agreement Claims will not receive any distribution on account of such Second Lien Credit Agreement Claims.

(4) *Voting*: Holders of Second Lien Credit Agreement Claims are deemed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Second Lien Credit Agreement Claims are not entitled to vote to accept or reject the Plan.

(e) Class 5 — Non-Extending Second Lien Credit Agreement Claims

(1) *Classification*: Class 5 consists of all Non-Extending Second Lien Credit Agreement Claims.

(2) *Allowance*: On the Effective Date, the Non-Extending Second Lien Credit Agreement Claims shall be deemed Allowed in the principal amount outstanding under the Non-Extending Second Lien Credit Agreement (including all accrued and unpaid interest as of the Petition Date).

(3) *Treatment*: Non-Extending Second Lien Credit Agreement Claims will be canceled, released and extinguished as of the Effective Date, and will be of no further force or effect, and Holders of Non-Extending Second Lien Credit Agreement Claims will not receive any distribution on account of such Non-Extending Second Lien Credit Agreement Claims.

(4) *Voting*: Holders of Non-Extending Second Lien Credit Agreement Claims are deemed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Non-Extending Second Lien Credit Agreement Claims are not entitled to vote to accept or reject the Plan.

(f) Class 6 — General Unsecured Claims

(1) *Classification*: Class 6 consists of all General Unsecured Claims.

(2) *Treatment*: General Unsecured Claims will be canceled, released and extinguished as of the Effective Date, and will be of no further force or effect, and Holders of General Unsecured Claims will not receive any distribution on account of such General Unsecured Claims.

(3) *Voting*: Holders of General Unsecured Claims are deemed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of General Unsecured Claims are not entitled to vote to accept or reject the Plan.

(g) Class 7 — Section 510(b) Claims

(1) *Classification*: Class 7 consists of all Section 510(b) Claims.

(2) *Treatment*: Section 510(b) Claims will be canceled, released and extinguished as of the Effective Date, and will be of no further force or effect, and Holders of Section 510(b) Claims will not receive any distribution on account of such Section 510(b) Claims.

(3) *Voting*: Holders of Section 510(b) Claims are deemed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Section 510(b) Claims are not entitled to vote to accept or reject the Plan.

(h) Class 8 — Intercompany Claims

(1) *Classification*: Class 8 consists of all Intercompany Claims.

(2) *Treatment*: On the Effective Date, (x) in the Equitization Scenario, each Intercompany Claim shall be, at the option of the Debtors (with the consent of the Required Consenting Stakeholders) or the Reorganized Debtors, as applicable, either Reinstated or canceled and released without any distribution, or (y) in the Eagle Sale Scenario, each Intercompany Claim shall be canceled and released without any distribution.

(3) *Voting*: Holders of Intercompany Claims are either Unimpaired, and such Holders of Intercompany Claims are conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f), or Impaired, and such Holders of Intercompany Claims are conclusively presumed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Allowed Intercompany Claims are not entitled to vote to accept or reject the Plan.

(i) Class 9 — Intercompany Interests

(1) *Classification*: Class 9 consists of all Intercompany Interests.

(2) *Treatment*: Subject to the Restructuring Transactions, on the Effective Date, (x) in the Equitization Scenario, Intercompany Interests shall be, at the option of the Debtors (with the reasonable consent of the Required Consenting Stakeholders) or the Reorganized Debtors, as applicable, either Reinstated or cancelled and released without any distribution, or (y) in the Eagle Sale Scenario, Intercompany Interests shall be cancelled and released with no distribution.

(3) *Voting*: Holders of Intercompany Interests are either Unimpaired, and such Holders of Intercompany Interests are conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f), or Impaired, and such Holders of Intercompany Interests are conclusively presumed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Intercompany Interests are not entitled to vote to accept or reject the Plan.

(j) Class 10 — Existing Equity Interests

(1) *Classification*: Class 10 consists of all Existing Equity Interests.

(2) *Treatment*: On the Effective Date, all Existing Equity Interests will be canceled, released, and extinguished, and will be of no further force or effect.

(3) *Voting*: Class 10 is Impaired and Holders of Allowed Class 10 Existing Equity Interests are conclusively presumed to have rejected the Plan. Therefore, Holders of Allowed Class 10 Existing Equity Interests are not entitled to vote to accept or reject the Plan.

C. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' or the Reorganized Debtors' rights regarding any Unimpaired Claim, including all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claim.

D. Controversy Concerning Impairment

If a controversy arises as to whether any Claims or Interests, or any Class thereof, is Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

E. Elimination of Vacant Classes

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest, or a Claim or Interest temporarily Allowed by the Bankruptcy Court in an amount greater than zero as of the date of the Confirmation Hearing, shall be considered vacant and deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to Bankruptcy Code section 1129(a)(8).

F. Voting Classes; Presumed Acceptance or Rejection by Non-Voting Classes

If a Class contains Claims eligible to vote and no Holder of Claims eligible to vote in such Class votes to accept or reject the Plan, the Plan shall be presumed accepted by the Holders of such Claims in such Class.

Claims in Classes 1 and 2 are not Impaired under the Plan, and, as a result, the Holders of such Claims are deemed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f) and their votes will not be solicited.

Claims in Class 3 are Impaired under the Plan and are entitled to vote. Such Class (with respect to each applicable Debtor) will have accepted the Plan if the Plan is accepted by at least two-thirds in amount and a majority in number of the Claims in such Class (other than any Claims of creditors designated under Bankruptcy Code section 1126(e)) that have voted to accept or reject the Plan.

Claims in Class 8 and the Interests in Class 9 (depending on their respective treatment) and Claims in Class 4, 5, 6 and 7 and the Interests in Class 10 are Impaired and will not receive a Distribution under the Plan. Pursuant to Bankruptcy Code section 1126(g), the Holders of Claims and Interests in such Classes are deemed to reject the Plan and their votes will not be solicited.

G. Confirmation Pursuant to Bankruptcy Code Sections 1129(a)(10) and 1129(b)

The Debtors will seek Confirmation of the Plan pursuant to Bankruptcy Code section 1129(b) with respect to a rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article XIV herein (subject to the terms of the Restructuring Support Agreement) to the extent that Confirmation pursuant to Bankruptcy Code section 1129(b) requires modification, including by (a) modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules and (b) withdrawing the Plan as to an individual Debtor at any time before the Confirmation Date.

H. Subordinated Claims

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, Bankruptcy Code section 510(b), or otherwise. Pursuant to Bankruptcy Code section 510 and subject to the Restructuring Support Agreement, the Debtors, Reorganized Debtors or the Plan Administrator, as applicable, reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

I. Intercompany Interests

To the extent Reinstated under the Plan, the Intercompany Interests shall be Reinstated for the ultimate benefit of the holders of the Reorganized Debtor Equity and in exchange for the Debtors', Reorganized Debtors', and Plan

Administrator's (as applicable) agreement under the Plan to make certain distributions to the Holders of Allowed Claims. Distributions on account of the Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience and due to the importance of maintaining the corporate structure given the various foreign Affiliates and subsidiaries of the Debtors. For the avoidance of doubt, to the extent Reinstated pursuant to the Plan, on and after the Effective Date, all Intercompany Interests shall be owned by the same Reorganized Debtor that corresponds with the Debtor that owned such Intercompany Interests prior to the Effective Date.

ARTICLE VIII.
MEANS FOR IMPLEMENTATION OF THE PLAN

As referenced below, certain of the provisions in this Article VIII shall only apply to the extent that there is a reorganization of the Debtors pursuant to the Equitization Scenario and references to the "Reorganized Debtors" shall be interpreted as applicable only in the event of the Equitization Scenario. In addition, certain of the provisions in this Article VIII shall only apply to the extent there is a Wind-Down of the Debtors.

A. General Settlement of Claims and Interests

Pursuant to Bankruptcy Code sections 363 and 1123 and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan.

The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and is within the range of reasonableness. Subject to Article XI herein, all distributions made to Holders of Allowed Claims and Allowed Interests in any Class are intended to be and shall be final.

B. Restructuring Transactions

On or about the Effective Date, the Debtors, the Reorganized Debtors or Plan Administrator (as applicable) may take all actions as may be necessary or appropriate to effectuate the transactions described in, approved by, contemplated by, or necessary to effectuate the Plan, including: (a) the execution and delivery of any appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, and that satisfy the requirements of applicable law and any other terms to which the applicable Entities may agree, including the documents comprising the Plan Supplement; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable Entities agree; (c) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, amalgamation, consolidation, conversion, or dissolution pursuant to applicable state law; (d) the Sale Transactions; (e) such other transactions that are required to effectuate the Restructuring Transactions in the most efficient manner for the Debtors and Consenting Stakeholders, including in regard to tax matters and any mergers, consolidations, restructurings, conversions, dispositions, transfers, formations, organizations, dissolutions, or liquidations; (f) the execution, delivery, and filing, if applicable, of the Take Back Debt Documents; (g) the execution, delivery, and filing, if applicable, of the Exit Facility Documents; and (h) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

The Confirmation Order shall and shall be deemed to, pursuant to both Bankruptcy Code section 1123 and section 363, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan.

C. Subordination

The allowance, classification, and treatment of satisfying all Claims and Interests under the Plan takes into consideration any and all subordination rights, whether arising by contract or under general principles of equitable subordination, Bankruptcy Code section 510(b) or 510(c), or otherwise. On the Effective Date, any and all subordination rights or obligations that a Holder of a Claim or Interest may have with respect to any distribution to be made under the Plan will be terminated, and all actions related to the enforcement of such subordination rights will be enjoined permanently. Accordingly, distributions under the Plan to Holders of Allowed Claims will not be subject to turnover or payment to a beneficiary of such terminated subordination rights, or to levy, garnishment, attachment or other legal process by a beneficiary of such terminated subordination rights; *provided*, that any such subordination rights shall be preserved in the event the Confirmation Order is vacated, the Effective Date does not occur in accordance with the terms hereunder or the Plan is revoked or withdrawn.

D. Cancellation of Instruments, Certificates, and Other Documents

On the Effective Date, except with respect to the Exit Facility and Take Back Debt Facility, if any, and the Reorganized Debtor Equity, if any, or as otherwise provided in the Plan: (a) the obligations of the Debtors under the DIP Facilities, the PNC Revolving Credit Agreement, the Credit Agreements and any Existing Equity Interests, certificate, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document, directly or indirectly, evidencing or creating any indebtedness or obligation of, or ownership interest in, the Debtors giving rise to any Claim or Interest, including, for the avoidance of doubt, any and all shareholder or similar agreements related to Existing Equity Interests, shall be cancelled and none of the Debtors, the Reorganized Debtors or the Plan Administrator (as applicable) shall have any continuing obligations thereunder; and (b) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation, or similar documents governing the shares, certificates, notes, bonds, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors shall be released; *provided* that notwithstanding Confirmation or the occurrence of the Effective Date, any such agreement that governs the rights of the Holder of an Allowed Claim shall continue in effect solely for purposes of enabling such Holder to receive distributions under the Plan on account of such Allowed Claim as provided herein; *provided*, *further*, that the preceding proviso shall not affect the resolution of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan or result in any expense or liability to the Debtors, Reorganized Debtors or the Plan Administrator, as applicable, except to the extent set forth in or provided for under the Plan; *provided*, *further*, that nothing in this section shall effect a cancellation of any Reorganized Debtor Equity, Intercompany Interests that are reinstated, Intercompany Claims that are reinstated, as applicable.

Notwithstanding Confirmation, the occurrence of the Effective Date or anything to the contrary herein, only such matters that, by their express terms, survive the termination of the DIP Facilities, the Credit Agreements, and Existing Equity Interests shall survive the occurrence of the Effective Date, including the rights of the any applicable Agent to expense reimbursement, indemnification, and similar amounts.

E. Sources for Plan Distributions and Transfers of Funds Among Debtors

Distributions under the Plan shall be funded, as applicable, with: (a) Cash on hand, including cash from operations and the proceeds of the DIP Facilities; (b) the proceeds of the Exit Facility, if any, and the loans thereunder; (c) the Takeback Debt Facility, to the extent applicable; (d) the Reorganized Debtor Equity; and (e) the Sale Proceeds. Cash payments to be made pursuant to the Plan will be made by the Debtors, Reorganized Debtors, the Plan Administrator or the Distribution Agent, as applicable. The Reorganized Debtors and Plan Administrator (as applicable) will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Reorganized Debtors or the Plan Administrator, as applicable to make the payments and distributions required by the Plan. Except as set forth herein, and to the extent consistent with any applicable limitations set forth in any applicable post-Effective Date agreement, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate the terms of the Plan.

From and after the Effective Date, in the event of the Equitization Scenario, the Reorganized Debtors, subject to any applicable limitations set forth in any post-Effective Date agreement, shall have the right and authority without

further order of the Bankruptcy Court to raise additional capital and obtain additional financing as the boards of directors or managers of the applicable Reorganized Debtors deem appropriate.

F. Corporate Action

Subject to the Restructuring Support Agreement, and except as set forth in Article VIII.J.1 below, upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers, or officers of the Debtors, the Reorganized Debtors, the Plan Administrator (as applicable) or any other Entity, including, in each case, as applicable: (a) rejection or assumption, as applicable, of Executory Contracts and Unexpired Leases; (b) selection of the directors, managers, and officers for the Reorganized Debtors; (c) the entry into the Take Back Debt Facility or Exit Facility and the execution, entry into, delivery and filing of the Take Back Debt Facility Documents or Exit Facility Documents; (d) the adoption and/or filing of the New Organizational Documents; (e) the issuance and distribution, or other transfer, of the Reorganized Debtor Equity as provided herein; (f) implementation of the Restructuring Transactions, including any Sale Transactions; and (g) all other acts or actions contemplated, or reasonably necessary or appropriate to promptly consummate the transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors, and any corporate action required by the Debtors in connection therewith, shall be deemed to have occurred on, and shall be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, managers, authorized persons, or officers of the Debtors, Reorganized Debtors or Plan Administrator (as applicable). On or (as applicable) before the Effective Date, the appropriate officers of the Debtors, Reorganized Sungard AS, or the other Reorganized Debtors, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effectuate the Restructuring Transactions) in the name of and on behalf of Reorganized Sungard AS and the other Reorganized Debtors, as applicable, including the Take Back Facility Documents, Exit Facility Documents and any and all other agreements, documents, Securities, and instruments relating to the foregoing, to the extent not previously authorized by the Bankruptcy Court, if and as applicable. The authorizations and approvals contemplated by this Article VIII.F. shall be effective notwithstanding any requirements under non-bankruptcy law.

G. Section 1146(a) Exemption

To the fullest extent permitted by Bankruptcy Code section 1146(a), any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan (including the Restructuring Transactions) or pursuant to: (a) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or the Reorganized Debtors; (b) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (c) the making, assignment, or recording of any lease or sublease; (d) the grant of collateral as security for any or all of the Take Back Debt Facility or Exit Facility, as applicable; or (e) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan (including the Restructuring Transactions), shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales or use tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of Bankruptcy Code section 1146(c), shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

H. Preservation of Causes of Action

Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or sold in a Sale Transaction, including pursuant to Article XII herein, the DIP Orders, or a Final Order, in accordance with Bankruptcy Code section 1123(b), the Reorganized Debtors or Plan Administrator, as applicable, shall retain and may enforce all rights to commence and pursue any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' and Plan Administrator's (as applicable) rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date; *provided* that the Reorganized Debtors and Plan Administrator shall not commence or pursue any Avoidance Actions and to the extent Avoidance Actions are sold pursuant to a Sale Transaction, any Purchaser(s) shall not commence or pursue any Avoidance Actions. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors, the Reorganized Debtors or Plan Administrator (as applicable) will not pursue any and all available Causes of Action against them. The Debtors, the Reorganized Debtors and Plan Administrator (as applicable) expressly reserve all rights to prosecute any and all Causes of Action, other than Avoidance Actions, against any Entity, except as otherwise expressly provided herein.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan, including pursuant to Article XII herein, the DIP Orders, or a Bankruptcy Court order, the Reorganized Debtors or Plan Administrator (as applicable) expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. For the avoidance of doubt, in no instance will any Cause of Action preserved pursuant to this Article VIII.H. include any claim or Cause of Action with respect to, or against, a Released Party.

In accordance with Bankruptcy Code section 1123(b)(3), any Causes of Action preserved pursuant to the first paragraph of this Article VIII.H. that a Debtor may hold against any Entity shall vest in the Reorganized Debtors. The applicable Reorganized Debtor, through its authorized agents or representatives (including the Plan Administrator, if applicable), shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors and Plan Administrator (as applicable) shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action other than Avoidance Actions, or to decline to do any of the foregoing, without the consent or approval of any third party or any further notice to or action, order, or approval of the Bankruptcy Court.

I. Equitization Scenario

If the Equitization Scenario occurs, the following provisions shall govern.

1. Reorganized Debtor Equity

All Existing Equity Interests shall be cancelled as of the Effective Date and, subject to the Restructuring Transactions, the applicable Reorganized Debtor(s) shall issue and distribute, or otherwise transfer, the Reorganized Debtor Equity pursuant to the Plan. The issuance of the Reorganized Debtor Equity and any MIP Equity (to the extent applicable), shall be authorized without the need for any further corporate action and without any further action by the Debtors, Reorganized Debtors, Reorganized Sungard AS, or any of their equity holders as applicable. The issuance and distribution, or other transfer, on the Effective Date of Reorganized Debtor Equity to the Distribution Agent for the benefit of Holders of Term Loan DIP Facility Claims and Holders of Allowed First Lien Credit Agreement Claims in Class 3 in accordance with the terms Article XI herein shall be authorized. All Reorganized Debtor Equity issued under the Plan shall be duly authorized, validly issued, fully paid, and non-assessable (as applicable).

2. Exemption from Registration Requirements

All Reorganized Debtor Equity and any other Securities issued to Holders of Term Loan DIP Facility Claims and First Lien Credit Agreement Claims, as applicable, on account of their Claims will be issued under the Plan without registration under the Securities Act or any similar federal, state, or local law in reliance on Bankruptcy Code section 1145(a) to the maximum extent permitted by Law. All Reorganized Debtor Equity and any other Securities

issued to Holders of Term Loan DIP Facility Claims and First Lien Credit Agreement Claims, as applicable, under the Plan are not "restricted securities" as defined in Rule 144(a)(3) under the Securities Act and, in general, will be freely tradable under the Securities Act by the initial recipient. Notwithstanding the foregoing, any Securities, including the Reorganized Debtor Equity, issued under the Plan in reliance on section 1145(a) of the Bankruptcy Code, remain subject to: (x) compliance with any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such Securities or instruments; (y) the restrictions, if any, in the New Organizational Documents on the transferability of such Securities and instruments; and (z) any other applicable regulatory approval.

Should the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the Reorganized Debtor Equity or any other Security issued under the Plan through the facilities of DTC, the Reorganized Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the Reorganized Debtor Equity or any other Security issued under the Plan under applicable securities laws.

Notwithstanding anything to the contrary in the Plan, no entity (including, for the avoidance of doubt, DTC) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the Reorganized Debtor Equity or any other Security issued under the Plan is exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. DTC shall be required to accept and conclusively rely upon the Plan or Confirmation Order in lieu of a legal opinion regarding whether the Reorganized Debtor Equity or any other Security issued under the Plan is exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

3. Notice to Canadian Holders of Term Loan DIP Facility Claims and First Lien Credit Agreement Claims

The Reorganized Debtor Equity or any other Security issued under the Plan will be issued in Canada pursuant to exemptions from the registration and prospectus requirements of applicable Canadian Securities Laws. Sungard AS is not, and does not intend to become, a "reporting issuer", as such term is defined under applicable Canadian securities laws, in any province or territory of Canada. Accordingly, any such Securities may be subject to an indefinite hold period under applicable Canadian securities laws unless resales are made in accordance with applicable prospectus requirements or pursuant to an available exemption from such prospectus requirements. These exemptions vary depending on the relevant jurisdiction, and may require resales to be made in accordance with prospectus and registration requirements, statutory exemptions from the prospectus and registration requirements or under a discretionary exemption from the prospectus and registration requirements granted by the applicable Canadian securities regulatory authority.

Accordingly, potential recipients of the Reorganized Debtor Equity or any other Security issued under the Plan should consult their own counsel concerning their ability to freely trade such Securities prior to any resale of such Security within Canada.

4. Resales of Reorganized Debtor Equity and Other Securities; Definition of Underwriter

Any Securities, including the Reorganized Debtor Equity, issued under the Plan in reliance on section 1145(a) of the Bankruptcy Code, in general, may be resold without registration under the federal securities laws and state securities laws, unless the holder (a) is an "affiliate" of the Debtors as defined in Rule 144(a)(1) under the Securities Act, (b) has been an "affiliate" within ninety (90) days of such transfer, or (c) is an Entity that is an "underwriter" as defined in section 1145(b)(1) of the Bankruptcy Code.

Section 1145(b)(1) of the Bankruptcy Code defines an "underwriter" as one who, except with respect to "ordinary trading transactions" of an entity that is not an "issuer": (a) purchases a claim against, interest in, or claim for an administrative expense in the case concerning, the debtor, if such purchase is with a view to distribution of any security received or to be received in exchange for such claim or interest; (b) offers to sell securities offered or sold under a plan for the holders of such securities; (c) offers to buy securities offered or sold under a plan from the holders of such securities, if such offer to buy is (i) with a view to distribution of such securities and (ii) under an agreement made in connection with the plan, with the consummation of the plan, or with the offer or sale of securities under the plan; or (d) is an issuer of the securities within the meaning of section 2(a)(11) of the Securities Act. In addition, a

Person who receives a fee in exchange for purchasing an issuer's securities could also be considered an underwriter within the meaning of section 2(a)(11) of the Securities Act.

The definition of an "issuer" for purposes of whether a person is an underwriter under section 1145(b)(1)(D) of the Bankruptcy Code, by reference to section 2(a)(11) of the Securities Act, includes as "statutory underwriters" all "affiliates," which are all persons who, directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with, an issuer of securities. The reference to "issuer," as used in the definition of "underwriter" contained in section 2(a)(11) of the Securities Act, is intended to cover "Controlling Persons" of the issuer of the securities. "Control," as defined in Rule 405 of the Securities Act, means to possess, directly or indirectly, the power to direct or cause to direct management and policies of a Person, whether through owning voting securities, contract, or otherwise. Accordingly, an officer or director of a reorganized debtor or its successor may be deemed to be a "controlling person" of the debtor or successor under a plan, particularly if the management position or directorship is coupled with ownership of a significant percentage of the reorganized debtor's or its successor's voting securities.

Under certain circumstances, Holders of Reorganized Debtor Equity or any other Security offered, issued, and distributed pursuant to the Plan in reliance on section 1145 of the Bankruptcy Code who are deemed to be "underwriters" may be entitled to resell their Reorganized Debtor Equity or any other Security issued under the Plan pursuant to the limited safe harbor resale provisions of Rule 144 of the Securities Act or another exemption under the Securities Act.

Accordingly, the Debtors recommend that potential recipients of the Reorganized Debtor Equity or any other Security issued under the Plan consult their own counsel concerning their ability to freely trade such Securities in reliance on exemptions from the registration requirements of the federal securities laws and any applicable Blue Sky Laws. In addition, these Securities will not be registered under the United States Securities Exchange Act of 1934, as amended, or listed on any national securities exchange. The Debtors make no representation concerning the ability of a person to dispose of the Reorganized Debtor Equity or any other Security issued under the Plan.

5. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided herein, or in any agreement, instrument, or other document incorporated in the Plan (including with respect to the Restructuring Transactions, the Exit Facility Documents and the Sale Transaction Documents), on the Effective Date, pursuant to Bankruptcy Code sections 1141(b) and (c), the following shall vest in each Debtor that the Required Consenting Stakeholders determine shall be a Reorganized Debtor: (i) all property of such Debtor; (ii) all Causes of Action of such Debtor; and (iii) any property acquired by any such Debtor under the Plan, in each case free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided herein, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and pursue, compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

6. New Organizational Documents

On the Effective Date, or as soon thereafter as is reasonably practicable, the Reorganized Debtors' respective certificates of incorporation and bylaws (and other formation and constituent documents relating to limited liability companies) shall be amended as may be required to be consistent with the provisions of the Plan and the Bankruptcy Code. The New Organizational Documents shall, among other things: (a) authorize the issuance of the Reorganized Debtor Equity; and (b) pursuant to and only to the extent required by Bankruptcy Code section 1123(a)(6), include a provision prohibiting the issuance of non-voting equity Securities. Subject to Article VIII.I.7. below, each Reorganized Debtor may amend and restate its certificate of incorporation and other formation and constituent documents as permitted by the laws of its respective jurisdiction of formation and the terms of the New Organizational Documents and the Plan.

7. Indemnification Provisions in Organizational Documents

As of the Effective Date, each Reorganized Debtor's bylaws shall, to the fullest extent permitted by applicable law, provide for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to, current and former directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, agents of the Debtors, and such current and former directors', officers', and managers' respective Affiliates (each of the foregoing solely in their capacity as such) at least to the same extent as set forth in the Indemnification Provisions, against any claims or causes of action whether direct or derivative, liquidated or unliquidated, fixed, or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted. None of the Reorganized Debtors shall amend and/or restate its certificate of incorporation, bylaws, or similar organizational document after the Effective Date to terminate or materially adversely affect (a) any Indemnification Provision or (b) the rights of such directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, agents of the Debtors, and such current and former directors', officers', and managers' respective Affiliates (each of the foregoing solely in their capacity as such) referred to in the immediately preceding sentence.

8. Effectuating Documents; Further Transactions

On and after the Effective Date, the Reorganized Debtors, and the officers and members of the boards of directors and managers thereof, shall be authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the Exit Facility Documents, as applicable, and the Securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, or consents except for those expressly required under the Plan.

9. Employee Arrangements of the Reorganized Debtors

On the Effective Date, and subject to the terms of any applicable Sale Transaction, the Reorganized Debtors shall: (a) assume those Compensation and Benefits Programs that are specifically identified, in writing, by the Required Consenting Stakeholders prior to the filing of the Plan Supplement; and (b) enter into new agreements with such persons on terms and conditions acceptable to the Reorganized Debtors; *provided* that any Compensation and Benefit Program that constitutes a D&O Liability Insurance Policy or an Indemnification Provision shall be assumed pursuant to clause (a) of this Article VIII.I.9. Notwithstanding the foregoing, pursuant to Bankruptcy Code section 1129(a)(13), from and after the Effective Date, all retiree benefits (as such term is defined in Bankruptcy Code section 1114), if any, shall continue to be paid in accordance with applicable law.

Any assumption of Compensation and Benefits Programs pursuant to the terms herein and any of the Restructuring Transactions (including the Sale Transactions) taken by the Debtors or the Reorganized Debtors, as applicable, to effectuate the Plan shall not be deemed to trigger any applicable change of control, immediate vesting, termination, or similar provisions therein (unless a Compensation and Benefits Program counterparty timely objects to the assumption contemplated by the Plan in which case any such Compensation and Benefits Program shall be deemed rejected as of immediately prior to the Petition Date). No counterparty shall have rights under a Compensation and Benefits Program assumed pursuant to the Plan other than those applicable immediately prior to such assumption.

10. Management Incentive Plan

On or as soon as reasonably practicable after the Effective Date, the Reorganized Debtors shall adopt the Management Incentive Plan.

11. Corporate Existence

Except as otherwise provided herein or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement (including the Restructuring Transactions, the Sale Transactions, the New Organizational Documents, Take Back Facility Documents and the Exit Facility Documents, if and as applicable), on the Effective Date, each Debtor shall continue to exist after the Effective Date as a separate corporation, limited liability company,

partnership, or other form of entity, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form of entity, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and by-laws (or other analogous formation documents) in effect before the Effective Date, except to the extent such certificate of incorporation or bylaws (or other analogous formation documents) is amended by the Plan or otherwise, and to the extent any such document is amended, such document is deemed to be amended pursuant to the Plan and requires no further action or approval (other than any requisite filings required under applicable state or federal law).

J. Wind-Down and Wind-Down Debtors

If a Wind-Down occurs, the following provisions shall govern:

At least one Debtor shall continue in existence after the Effective Date as a Wind-Down Debtor for purposes of (1) winding down the Debtors' businesses and affairs as expeditiously as reasonably possible and liquidating any assets held by the Wind-Down Debtors after the Effective Date, (2) performing the Debtors' obligations under any Sale Transaction Documents entered into in connection therewith (to the extent agreed by the Wind-Down Debtors), (3) resolving any Disputed Claims, (4) making distributions on account of Allowed Claims in accordance with the Plan, (5) filing appropriate tax returns, and (6) administering the Plan in an efficacious manner. The Wind-Down Debtors shall be deemed to be substituted as the party-in-lieu of the Debtors in all matters, including (x) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (y) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement for the Plan Administrator to file motions or substitutions of parties or counsel in each such matter.

On the Effective Date, any non-Cash Estate assets remaining shall vest in the Wind-Down Debtors for the purpose of liquidating the Estates and consummation of the Plan, on the condition that the Wind-Down Debtors comply with the terms of the Plan, including the making of all payments and distributions to creditors provided for in the Plan or any other order of the Bankruptcy Court. Such assets shall be held free and clear of all Liens, Claims, and interests of Holders of Claims and Interests, except as otherwise provided in the Plan. Any distributions to be made under the Plan from such assets shall be made by the Plan Administrator or its designee. The Wind-Down Debtors and the Plan Administrator shall be deemed to be fully bound by the terms of the Plan and the Confirmation Order.

Any contrary provision hereof notwithstanding, following the occurrence of the Effective Date and the making of distributions on the Effective Date pursuant hereto, (i) any Cash held by the Wind-Down Debtors in excess of the Wind-Down Amount and (ii) the proceeds of any non-Cash Estate assets vested in the Wind-Down Debtors, shall be payable first to Holders of Term Loan DIP Facility Claims and second to Holders of First Lien Credit Agreement Claims until such claims are indefeasibly paid in full. The Wind-Down Debtors and/or the Plan Administrator shall make such distributions in Cash in accordance with Article VII.B.

Notwithstanding anything to the contrary set forth herein, professional fees and expenses of Canadian professionals including counsel to the Foreign Representative, the Information Officer and its counsel, incurred in connection with the CCAA Proceeding, shall in all cases continue to be paid in accordance with the terms of the orders of the Canadian Court, and for greater certainty, in circumstances involving the sale or distribution of the assets of Sungard AS Canada or other Property in Canada (as defined in the Supplemental Order), such Canadian professional fees and expenses will also be required to be paid prior to or concurrently with the discharge of the Administration Charge.

K. Plan Administrator

If the Debtors elect to pursue the Eagle Sale Scenario, the following provisions shall govern:

On and after the Effective Date, the Plan Administrator will be authorized to implement the Plan and any applicable orders of the Bankruptcy Court, and the Plan Administrator shall have the power and authority to take any action necessary to Wind-Down and dissolve the Wind-Down Debtors. As soon as practicable after the Effective Date, the Plan Administrator shall cause the Debtors to comply with, and abide by, the terms of the Plan and take any actions as the Plan Administrator may determine to be necessary or desirable to carry out the purposes of the Plan.

Except to the extent necessary to complete the Wind-Down of any remaining assets or operations from and after the Effective Date, the Debtors (1) for all purposes shall be deemed to have withdrawn their business operations from any state or province in which the Debtors were previously conducting, or are registered or licensed to conduct, their business operations, and shall not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal, (2) shall be deemed to have canceled pursuant to the Plan all Interests, and (3) shall not be liable in any manner to any taxing authority for franchise, business, license, or similar taxes accruing on or after the Effective Date. The filing of the final monthly report (for the month in which the Effective Date occurs) and all subsequent quarterly reports shall be the responsibility of the Plan Administrator.

The Plan Administrator shall act for the Wind-Down Debtors in the same fiduciary capacity as applicable to a board of directors and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same). On the Effective Date, the persons acting as directors and officers of the Debtors shall be deemed to have been resigned, solely in their capacities as such, and a representative of the Plan Administrator shall be appointed as the sole manager and sole officer of the Wind-Down Debtors and shall succeed to the powers of the Wind-Down Debtors' directors and officers. From and after the Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, the Wind-Down Debtors. For the avoidance of doubt, the foregoing shall not limit the authority of the Wind-Down Debtors or the Plan Administrator, as applicable, to continue the employment of any former manager or officer, including pursuant to any transition services agreement entered into in connection therewith.

1. Appointment of the Plan Administrator

The Plan Administrator shall be appointed by the Debtors, with the consent of the Required Consenting Stakeholders. Once appointed, the identity of the Plan Administrator shall be disclosed in the Plan Supplement. The Plan Administrator shall retain and have all the rights, powers, and duties necessary to carry out his or her responsibilities under the Plan, and as otherwise provided in the Confirmation Order.

2. Responsibilities of the Plan Administrator

In accordance with the Plan Administration Agreement, the powers and responsibilities of the Plan Administrator shall include any and all powers and authority to implement the Plan and to make distributions thereunder and Wind-Down the businesses and affairs of the Debtors and the Wind-Down Debtors, as applicable, including, but not limited to: (1) liquidating, receiving, holding, investing, supervising, and protecting the assets of the Wind-Down Debtors remaining after consummation of any Sale Transaction; (2) taking all steps to execute all instruments and documents necessary to effectuate the distributions to be made under the Plan; (3) resolving any Disputed Claims; (4) making distributions on account of Allowed Claims in accordance with the Plan; (5) establishing and maintaining bank accounts in the name of the Wind-Down Debtors; (6) subject to the terms set forth herein, employing, retaining, terminating, or replacing professionals to represent it with respect to its responsibilities or otherwise effectuating the Plan to the extent necessary; (7) paying all reasonable fees, expenses, debts, charges, and liabilities of the Wind-Down Debtors; (8) administering and paying taxes of the Wind-Down Debtors, including filing tax returns; (9) representing the interests of the Wind-Down Debtors before any taxing authority in all matters, including any action, suit, proceeding or audit; and (10) exercising such other powers as may be vested in it pursuant to order of the Bankruptcy Court or pursuant to the Plan, or as it reasonably deems to be necessary and proper to carry out the provisions of the Plan.

ARTICLE IX.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

On the Effective Date, except as otherwise provided in the Plan, the Plan Supplement, or a Final Order, each Executory Contract and Unexpired Lease shall be deemed to be rejected, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date, pursuant to Bankruptcy Code section 365, unless such Executory Contract or Unexpired Lease: (a) was previously assumed, assumed and assigned, or rejected (including in connection with the Sale Transactions); (b) was previously expired or terminated pursuant to its own terms; (c) is the subject of a motion to assume or assume and assign Filed on or before the Confirmation Date; (d) in

the Equitization Scenario, is a Customer Agreement, in which case such Customer Agreement shall be assumed by the Reorganized Debtors pursuant to the Plan to the extent such Customer Agreement was not previously assumed, assumed and assigned, or rejected (including in connection with the Sale Transactions), and does not relate solely to Customer Agreements that have only Bravo or CMS revenue; or (e) is designated specifically, or by category, as an Executory Contract or Unexpired Lease on the Schedule of Assumed Executory Contracts and Unexpired Leases. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates. The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumptions and assignments or rejections, all pursuant to Bankruptcy Code sections 365(a) and 1123 and effective on the occurrence of the Effective Date. For the avoidance of doubt, the Debtors may determine to assume or reject an Executory Contract or Unexpired Lease regardless of whether such contract was identified on any prior notice providing for assumption or assumption and assignment, including the Assumption and Assignment Notice (as defined below) filed pursuant to the Bidding Procedures Order.

Except as otherwise provided herein or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases at any time through and including forty-five (45) days after the Effective Date. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

B. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

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

The Debtors shall file the Schedule of Assumed Contracts and Unexpired Leases as part of the Plan Supplement identifying such contracts that the Debtors, with the consent of the Required Consenting Stakeholders, determine shall be assumed by the Reorganized Debtors in connection with the Plan. The Debtors or the Reorganized Debtors, as applicable, shall pay Cure Claims as set forth on the Schedule of Assumed Contracts and Unexpired Leases, if any, on the Effective Date or as soon as reasonably practicable thereafter, with the amount and timing of payment of any such Cure dictated by the Debtors' ordinary course of business or as otherwise agreed. To the extent that a Cure Claim with respect to any contract set forth on the Schedule of Assumed Contracts and Unexpired Leases is the same as the Cure Claim as previously set forth on the Assumption and Assumption and Assignment Notice,

counterparties shall not have an additional opportunity to object to such Cure Claim. Any Cure shall be deemed fully satisfied and released upon payment by the Debtors, Reorganized Debtors, Plan Administrator, or any other Entity (whether in connection with a Sale Transaction or pursuant to this Plan), as applicable, of the Cure in the Debtors' ordinary course of business; *provided*, *however*, that nothing herein shall prevent the Debtors, Reorganized Debtors or Plan Administrator, as applicable, from paying any Cure Claim despite the failure of the relevant counterparty to File such request for payment of such Cure. The Debtors, Reorganized Debtors, or Plan Administrator, as applicable, also may settle any Cure Claim without any further notice to or action, order, or approval of the Bankruptcy Court.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure pursuant to this Article IX.B. and the Bidding Procedures Order, in the amount and at the time dictated by the Debtors' ordinary course of business, shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order or the Sale Transactions, and for which any Cure has been fully paid pursuant to the applicable Sale Transaction or this Article IX.B, in the amount and at the time dictated by the procedures governing the applicable Sale Transaction or the Debtors' ordinary course of business, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

C. Rejection Damages Claims

In the event that the rejection of an Executory Contract or Unexpired Lease results in damages to the other party or parties to such contract or lease, a Claim for such damages shall be forever barred and shall not be enforceable against the Debtors, the Reorganized Debtors or the Plan Administrator (as applicable) or their respective properties or interests in property as agents, successors, or assigns, unless a Proof of Claim is Filed and served upon counsel for the Debtors, Reorganized Debtors or Plan Administrator (as applicable) no later than thirty (30) days after the later of (a) the Effective Date, (b) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection of such executory contract or unexpired lease or (c) the date on which the Debtors, Reorganized Debtors or Plan Administrator, as applicable, provides notice to a counterparty of rejection of an Executory Contract and Unexpired Lease. Any such Claims, to the extent Allowed, shall be classified as General Unsecured Claims and shall be treated in accordance with Article VII herein.

D. Indemnification

In the event of the Equitization Scenario, on and as of the Effective Date, the Indemnification Provisions will be assumed and irrevocable and will survive the effectiveness of the Plan, and the New Organizational Documents will provide to the fullest extent provided by the law for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, agents of the Debtors, and such current and former directors', officers', and managers' respective Affiliates (each of the foregoing solely in their capacity as such) at least to the same extent as the Indemnification Provisions, against any Claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, and, notwithstanding anything in the Plan to the contrary, none of the Reorganized Debtors will amend and/or restate the New Organizational Documents before or after the Effective Date to terminate or adversely affect any of the Indemnification Provisions.

E. Insurance Policies and Surety Bonds

Each D&O Liability Insurance Policy (including, without limitation, any "tail policy" and all agreements, documents, or instruments related thereto) shall be deemed assumed by the Debtors without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date, pursuant to Bankruptcy Code section 365.

None of the Debtors, the Reorganized Debtors or the Plan Administrator, as applicable, shall terminate or otherwise reduce the coverage under any D&O Liability Insurance Policy (including, without limitation, any "tail policy" and all agreements, documents, or instruments related thereto) in effect prior to the Effective Date, and any current and former directors, officers, managers, and employees of the Debtors who served in such capacity at any time before or after the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such directors, officers, managers, and employees remain in such positions after the Effective Date. Notwithstanding anything to the contrary in the Plan, the Debtors, the Reorganized Debtors and the Plan Administrator (as applicable) shall retain the ability to supplement such D&O Liability Insurance Policy as the Debtors, Reorganized Debtors or Plan Administrator may deem necessary.

Each of the Debtors' surety bonds and insurance policies, and any agreements, documents, or instruments relating thereto shall be treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan or pursuant to the Sale Transactions, on the Effective Date: (a) the Debtors shall be deemed to have assumed all such surety bonds and insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims; and (b) such surety bonds and insurance policies and any agreements, documents, or instruments relating thereto shall revest in the applicable Reorganized Debtor(s).

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the assumption of all such insurance policies. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan shall not impair or otherwise modify any indemnity obligations assumed by the foregoing assumption of insurance policies and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed under the Plan as to which no Proof of Claim need be filed, and shall survive the Effective Date.

F. Contracts and Leases After the Petition Date

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed under Bankruptcy Code section 365, will be performed by the applicable Debtor, Reorganized Debtor, Plan Administrator or Purchaser in the ordinary course of its business. Such contracts and leases that are not rejected under the Plan shall survive and remain unaffected by entry of the Confirmation Order.

G. Reservation of Rights

Nothing contained in the Plan or the Plan Supplement shall constitute an admission by the Debtors or any other party that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtors, the Reorganized Debtors or Plan Administrator, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

H. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to Bankruptcy Code section 365(d)(4), unless such deadline(s) have expired.

ARTICLE X.
PROCEDURES FOR RESOLVING DISPUTED CLAIMS AND INTERESTS

This Article X shall not apply to DIP Facility Claims or First Lien Credit Agreement Claims, which Claims shall be Allowed in accordance with the Plan and not be subject to any avoidance, reductions, set off, offset, recharacterization, subordination (whether equitable, contractual or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, objection or any other challenges under any applicable law or regulation by any Person or Entity.

A. Disputed Claims Process

The Debtors, Reorganized Debtors or the Plan Administrator, as applicable, shall have the exclusive authority to (i) determine, without the need for notice to or action, order, or approval of the Bankruptcy Court, that a claim subject to any Proof of Claim that is Filed is Allowed and (ii) file, settle, compromise, withdraw, or litigate to judgment any objections to Claims as permitted under this Plan. Except as otherwise provided herein, all Proofs of Claim Filed after the earlier of: (a) the Effective Date or (b) the applicable claims bar date shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Debtor or Reorganized Debtor, without the need for any objection by the Debtors, Reorganized Debtors or the Plan Administrator, or any further notice to or action, order, or approval of the Bankruptcy Court.

B. Allowance of Claims

Except as otherwise set forth in the Plan, after the Effective Date, the Debtors, Reorganized Debtors and the Plan Administrator, as applicable, shall have and retain any and all rights and defenses the applicable Debtor had with respect to any Claim immediately before the Effective Date. Except as specifically provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed in accordance with the Plan.

C. Claims Administration Responsibilities

Except as otherwise specifically provided in the Plan, after the Effective Date, the Debtors, Reorganized Debtors and the Plan Administrator, as applicable, shall have the sole authority to: (1) File, withdraw, or litigate to judgment, objections to Claims; (2) settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided in the Plan, from and after the Effective Date, each Debtor or Reorganized Debtor, or the Plan Administrator, as applicable, shall have and retain any and all rights and defenses held by any of the Debtors immediately prior to the Effective Date with respect to any Disputed Claim, including the Causes of Action retained pursuant to the Plan Supplement.

D. Adjustment to Claims or Interests Without Objection

Any Claim or Interest that has been paid, satisfied, amended, superseded, cancelled, or otherwise expunged (including pursuant to the Plan) may be adjusted or expunged on the Claims Register at the direction of the Debtors, Reorganized Debtors or the Plan Administrator, as applicable, without the need to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court. Additionally, any Claim or Interest that is duplicative or redundant with another Claim or Interest against the same Debtor may be adjusted or expunged on the Claims Register at the direction of the Debtors, Reorganized Debtors or the Plan Administrator, as applicable, without the need to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim and without any further notice to or action, order, or approval of the Bankruptcy Court.

E. Time to File Objections to Claims or Interests

Any objections to Disputed Claims shall be Filed on or before the later of (1) the first Business Day following the date that is 270 days after the Effective Date and (2) such later date as may be specifically fixed by the Bankruptcy Court. For the avoidance of doubt, the Bankruptcy Court may extend the time period to object to Disputed Claims and Disputed Interests.

F. Reservation of Rights to Object to Claims

The failure of the Debtors, the Reorganized Debtors or the Plan Administrator, as applicable, to object to any Claim shall not be construed as an admission to the validity or amount of any such Claim, any portion thereof, or any other claim related thereto, whether or not such claim is asserted in any currently pending or subsequently initiated

proceeding, and shall be without prejudice to the right of the Debtors, the Reorganized Debtors or the Plan Administrator, as applicable, to contest, challenge the validity of, or otherwise defend against any such claim in the Bankruptcy Court or non-bankruptcy forum.

G. Estimation of Claims

Before, on, or after the Effective Date, the Debtors, Reorganized Debtors or the Plan Administrator, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim or Interest that is contingent or unliquidated pursuant to Bankruptcy Code section 502(c) for any reason, regardless of whether any party in interest previously has objected to such Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or Interest or during the pendency of any appeal relating to such objection. Notwithstanding any provision to the contrary in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan and may be used as evidence in any supplemental proceedings, and the Debtors, Reorganized Debtors or the Plan Administrator, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim or Interest.

Notwithstanding Bankruptcy Code section 502(j), in no event shall any Holder of a Claim that has been estimated pursuant to Bankruptcy Code section 502(c) or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before seven (7) days after the date on which such Claim is estimated. Each of the foregoing Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

H. Disputed and Contingent Claims Reserve

On or after the Effective Date, the Debtors, the Reorganized Debtors or the Plan Administrator, as applicable, may establish one or more reserves for Claims that are contingent or have not yet been Allowed, in an amount or amounts as reasonably determined by the applicable Debtors or Reorganized Debtors, or Plan Administrator, as applicable, consistent with the Proof of Claim Filed by the applicable Holder of such Disputed Claim.

I. Disallowance of Claims

Any Claims held by Entities from which the Bankruptcy Court has determined that property is recoverable under Bankruptcy Code section 542, 543 or 553 or that is a transferee of a transfer that the Bankruptcy Court has determined is avoidable under Bankruptcy Code section 522(f), 522(h) or 724(a), shall be deemed Disallowed pursuant to Bankruptcy Code section 502(d), and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and the full amount of such obligation to the Debtors has been paid or turned over in full. All Proofs of Claim Filed on account of an indemnification obligations shall be deemed satisfied and Disallowed as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Bankruptcy Court. All Proofs of Claim Filed on account of an employee benefit shall be deemed satisfied and Disallowed as of the Effective Date to the extent the Reorganized Debtors elect to honor such employee benefit, without any further notice to or action, order, or approval of the Bankruptcy Court.

Except as provided herein or otherwise agreed to by the Debtors, Reorganized Debtors or Plan Administrator in their sole discretion, any and all Proofs of Claim Filed after the applicable bar date shall be deemed Disallowed as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Claim has been deemed timely Filed by a Final Order.

J. Amendments to Proofs of Claim or Interests

On or after the Effective Date, other than a claim subject to the Governmental Bar Date, a Proof of Claim or Interest may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Debtors, Reorganized Debtors, or the Plan Administrator, as applicable, and any such new or amended Proof of Claim or Interest Filed that is not so authorized before it is Filed shall be deemed Disallowed in full and expunged without any further action, order, or approval of the Bankruptcy Court absent prior Bankruptcy Court approval or agreement by the Debtors, Reorganized Debtors or Plan Administrator, as applicable.

K. No Distributions Pending Allowance

Notwithstanding any other provision hereof, if any portion of a Claim is a Disputed Claim, as applicable, no payment or distribution provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

L. Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Distribution Agent shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim.

For the avoidance of doubt, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

ARTICLE XI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. Distributions on Account of Claims Allowed as of the Effective Date

Except as otherwise provided herein, in a Final Order, or as otherwise agreed to by the Debtors, Reorganized Debtors or Plan Administrator, as the case may be, and the Holder of the applicable Claim, on the first Distribution Date, the Distribution Agent shall make initial distributions under the Plan on account of Claims Allowed on or before the Effective Date or as soon as reasonably practical thereafter; *provided*, *however*, that (1) Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business shall be paid or performed in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice, and (2) Allowed Priority Tax Claims shall be paid in accordance with Article VI. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors, Reorganized Debtors or the Plan Administrator, as applicable, and the Holder of such Claim or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business. A Distribution Date shall occur no more frequently than once in every 90-day period after the Effective Date, as necessary, in the Debtors, Reorganized Debtors or Plan Administrator's sole (as applicable) discretion. For the avoidance of doubt, the Distribution Record Date (defined below) shall not apply to distributions to holders of public Securities.

B. Rights and Powers of the Distribution Agent

1. Powers of Distribution Agent

The Distribution Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby;

(c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Distribution Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred On or After the Effective Date

The Debtors, Reorganized Debtors or the Plan Administrator, as applicable, shall pay to the Distribution Agents all reasonable and documented fees and expenses of the Distribution Agents without the need for any approvals, authorizations, actions, or consents, except as otherwise ordered by the Bankruptcy Court. The Distribution Agents shall submit detailed invoices to the Debtors, the Reorganized Debtors or the Plan Administrator, as applicable, for all fees and expenses for which the Distribution Agent seeks reimbursement, and the Debtors, Reorganized Debtors or the Plan Administrator, as applicable, shall pay those amounts that they deem reasonable, and shall object in writing to those fees and expenses, if any, that the Debtors, the Reorganized Debtors or the Plan Administrator, as applicable, deem to be unreasonable. In the event that the Debtors, the Reorganized Debtors or the Plan Administrator, as applicable, object to all or any portion of the amounts requested to be reimbursed in a Distribution Agent's invoice, the Debtors, Reorganized Debtors or Plan Administrator, as applicable, and such Distribution Agent shall endeavor, in good faith, to reach mutual agreement on the amount of the appropriate payment of such disputed fees and/or expenses. In the event that the Debtors, Reorganized Debtors or the Plan Administrator, as applicable, and the Distribution Agent are unable to resolve any differences regarding disputed fees or expenses, either party shall be authorized to move to have such dispute heard by the Bankruptcy Court.

C. Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed by the relevant parties: (a) no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order; and (b) any Entity that holds both an Allowed Claim and a Disputed Claim shall not receive any distribution on the Allowed Claim unless and until all objections to the Disputed Claim or Interest have been resolved by settlement or Final Order or the Claims have been Allowed or expunged.

D. Delivery of Distributions

1. Record Date for Distributions

On the Effective Date, the various transfer registers for each class of Claims or Interests as maintained by the Debtors or their respective agents shall be deemed closed, and there shall be no further changes in the record Holders of any Claims or Interests (the "Distribution Record Date"). The Distribution Agent shall have no obligation to recognize any transfer of Claims or Interests occurring on or after the Distribution Record Date. In addition, with respect to payment of any Cure amounts or disputes over any Cure amounts, none of the Debtors, the Plan Administrator, or the Distribution Agent (as applicable) shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease as of the Effective Date, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure amount. For the avoidance of doubt, the Distribution Record Date shall not apply to distributions to holders of public Securities.

2. Distribution Process

Except as otherwise provided in the Plan, the Distribution Agent shall make distributions to Holders of Allowed Claims at the address for each such Holder as indicated on the applicable register or in the Debtors' records as of the date of any such distribution (as applicable), including the address set forth in any Proof of Claim filed by that Holder; *provided* that the manner of such distributions shall be determined at the discretion of the Debtors,

Reorganized Debtors or Plan Administrator, as applicable. For the avoidance of doubt, the Distribution Record Date shall not apply to distributions to holders of public Securities.

3. Delivery of Distributions on First Lien Credit Agreement Claims

The First Lien Agent shall be deemed to be the Holder of all Allowed Claims in Class 3 for purposes of distributions to be made hereunder, and all distributions on account of such Allowed Claims shall be made to the First Lien Agent. As soon as practicable following compliance with the requirements set forth in Article XI herein, the First Lien Agent shall arrange to deliver or direct the delivery of such distributions to or on behalf of the Holders of Allowed First Lien Credit Agreement Claims in accordance with the terms of the First Lien Credit Agreement and the Plan. Notwithstanding anything in the Plan to the contrary, and without limiting the exculpation and release provisions of the Plan, the Agent shall not have any liability to any Entity with respect to distributions made or directed to be made by the Agent.

4. Delivery of Distributions on DIP Facility Claims

The applicable DIP Agent for the DIP Facilities shall be deemed to be the Holder of all DIP Facility Claims for purposes of distributions to be made hereunder, and all distributions on account of such DIP Facility Claims shall be made to the applicable Agent. As soon as practicable following compliance with the requirements set forth in Article XI herein, the applicable DIP Agent shall arrange to deliver or direct the delivery of such distributions to or on behalf of the Holders of DIP Facility Claims in accordance with the terms of the DIP Facilities, subject to any modifications to such distributions in accordance with the terms of the Plan. Notwithstanding anything in the Plan to the contrary, and without limiting the exculpation and release provisions of the Plan, the DIP Agents shall not have any liability to any Entity with respect to distributions made or directed to be made by the Agents.

5. Compliance Matters

In connection with the Plan, to the extent applicable, the Debtors, Reorganized Debtors and Plan Administrator, as applicable, and the Distribution Agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Debtors, Reorganized Debtors and Plan Administrator, as applicable, and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes and withholding distributions pending receipt of information necessary to facilitate such distributions; provided that, the Debtors, Reorganized Debtors or Plan Administrator, as applicable, and the Distribution Agent shall request appropriate documentation from the applicable distributees and allow such distributees a reasonable amount of time (not less than sixty (60) days) to respond. The Debtors, Reorganized Debtors and Plan Administrator, as applicable, reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances. Any amounts withheld or reallocated pursuant to this Article XI.D.5 shall be treated as if distributed to the Holder of the Allowed Claim.

6. Foreign Currency Exchange Rate

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal*, *National Edition*, on the Effective Date.

7. Fractional, Undeliverable, and Unclaimed Distributions

a. *Fractional Distributions*. Whenever any distribution of fractional shares of Reorganized Debtor Equity or the Take Back Debt Facility, in each case to the extent applicable, would otherwise be required pursuant to the Plan, the actual distribution shall reflect a rounding

of such fraction to the nearest share or whole dollar (up or down), with half shares or half dollars or less being rounded down.

b. *Undeliverable Distributions.* If any distribution to a Holder of an Allowed Claim is returned to the Distribution Agent as undeliverable, no further distributions shall be made to such Holder unless and until the Distribution Agent is notified in writing of such Holder's then-current address or other necessary information for delivery, at which time all currently due missed distributions shall be made to such Holder on the next Distribution Date. Undeliverable distributions shall remain in the possession of the Debtors, the Reorganized Debtors or the Plan Administrator, as applicable, until such time as a distribution becomes deliverable, such distribution reverts to the Debtors, the Reorganized Debtors or the Plan Administrator, as applicable, or is cancelled pursuant to Article XI.D. 7.d below, and shall not be supplemented with any interest, dividends, or other accruals of any kind.

c. *Failure to Present Checks*. Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the issuance of such check. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued.

Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within one hundred and eighty (180) days after the date of mailing or other delivery of such check shall have its Claim for such un-negotiated check discharged and be discharged and forever barred, estopped, and enjoined from asserting any such Claim against the Debtors, the Reorganized Debtors or their property.

Within ninety (90) days after the mailing or other delivery of any such distribution checks, notwithstanding applicable escheatment laws, all such distributions shall revert to the Debtors, the Reorganized Debtors or the Plan Administrator, as applicable. Nothing contained herein shall require the Debtors, the Reorganized Debtors or the Plan Administrator, as applicable, to attempt to locate any Holder of an Allowed Claim.

d. *Reversion*. Any distribution under the Plan that is an Unclaimed Distribution for a period of six months after distribution shall be deemed unclaimed property under Bankruptcy Code section 347(b), and such Unclaimed Distribution shall revest in the applicable Debtor or Reorganized Debtor and, to the extent such Unclaimed Distribution is Reorganized Debtor Equity, shall be deemed cancelled. Upon such revesting, the Claim of the Holder or its successors with respect to such property shall be cancelled, discharged, and forever barred notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws, or any provisions in any document governing the distribution that is an Unclaimed Distribution, to the contrary.

8. Surrender of Cancelled Instruments or Securities

On the Effective Date, each Holder of a Certificate shall be deemed to have surrendered such Certificate to the Distribution Agent or a Servicer (to the extent the relevant Claim is governed by an agreement and administered by a Servicer). Such Certificate shall be cancelled solely with respect to the Debtors, and such cancellation shall not alter the obligations or rights of any non-Debtor third parties vis-à-vis one another with respect to such Certificate. Notwithstanding the foregoing paragraph, this Article XI.D.8 shall not apply to any Claims and Interests Reinstated pursuant to the terms of the Plan.

9. Minimum Distributions

Notwithstanding anything herein to the contrary, the Distribution Agent shall not be required to make distributions or payments of less than $50 (whether Cash or otherwise).

E. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

A Claim shall be correspondingly reduced, and the applicable portion of such Claim shall be Disallowed without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives a payment on account of such Claim from a party that is not a Debtor, Reorganized Debtor, Plan Administrator or Distribution Agent. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor, Reorganized Debtor, Plan Administrator or a Distribution Agent on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the Debtors, the Reorganized Debtors or Plan Administrator, as applicable, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the Debtors or Reorganized Debtors, as applicable, annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen-day grace period specified above until the amount is repaid.

2. Claims Payable by Insurance Carriers

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Notwithstanding anything to the contrary herein (including Article XII) nothing contained in the Plan shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any other Entity may hold against any other Entity, including insurers, under any policies of insurance or applicable indemnity, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

F. Setoffs

Except as otherwise expressly provided for herein, each Debtor, Reorganized Debtor or the Plan Administrator, as applicable, pursuant to the Bankruptcy Code (including Bankruptcy Code section 553), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, may set off against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), any claims, rights, and Causes of Action of any nature that such Debtor, Reorganized Debtor or the Plan Administrator (on behalf of such Debtor or Reorganized Debtor), as applicable, may hold against the Holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); *provided*, however, that neither the failure to effect such a setoff nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Debtor, Reorganized Debtor or Plan Administrator as applicable, of any such Claims, rights, and Causes of Action that such Debtor, Reorganized Debtor or Plan Administrator (on behalf of such Debtor or Reorganized Debtor), as applicable, may possess against such Holder. In no event shall any Holder of a Claim be entitled to set off any such Claim against any Claim, right, or Cause of Action

of the Debtor or Reorganized Debtor (as applicable), unless such Holder has indicated in any timely filed Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to Bankruptcy Code section 553 or otherwise. For the avoidance of doubt, Avoidance Actions shall not be used offensively or defensively for setoff purposes.

G. Allocation Between Principal and Accrued Interest

Except as otherwise provided herein, the aggregate consideration paid to Holders with respect to their Allowed Claims shall be treated pursuant to the Plan as allocated first to the principal amount of such Allowed Claims (to the extent thereof) and, thereafter, to interest, if any, on such Allowed Claim accrued through the Effective Date.

ARTICLE XII.
RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Discharge of Claims and Termination of Interests; Compromise and Settlement of Claims, Interests, and Controversies

Except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan and to the fullest extent allowed by applicable law: (a) the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of any and all Claims (including any Intercompany Claims (in the Equitization Scenario) resolved or compromised (consistent with the Restructuring Transactions) after the Effective Date by the Debtors, Reorganized Debtors or Plan Administrator, as applicable), Interests (including any Intercompany Interests Reinstated or cancelled and released (consistent with the Restructuring Transactions) after the Effective Date by the Debtors, Reorganized Debtors, or Plan Administrator, as applicable), and Causes of Action against the Debtors of any nature whatsoever including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such liability relates to services performed by employees of the Debtors prior to the Effective Date and that arises from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, all debts of the kind specified in Bankruptcy Code sections 502(g), 502(h), or 502(i), any interest accrued on Claims or Interests from and after the Petition Date, and all other liabilities against, liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties; (b) the Plan shall bind all holders of Claims and Interests; (c) all Claims and Interests shall be satisfied, discharged (in the Equitization Scenario), and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under Bankruptcy Code section 502(g); and (d) all Entities shall be precluded from asserting against the Debtors, the Debtors' Estates, the Reorganized Debtors (to the extent applicable), their successors and assigns, and their assets and properties any other Claims or Interests based upon any documents, instruments, or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, in each case regardless of whether or not: (i) a Proof of Claim based upon such debt or right is filed or deemed filed pursuant to Bankruptcy Code section 501; (ii) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to Bankruptcy Code section 502; (iii) the Holder of such a Claim or Interest has accepted, rejected or failed to vote to accept or reject the Plan; or (iv) any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests. The Confirmation Order shall be a judicial determination of the discharge (in the Equitization Scenario) of all Claims and Interests subject to the occurrence of the Effective Date.

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to

or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Debtors, Reorganized Debtors or the Plan Administrator, as applicable, may compromise and settle Claims against the Debtors and their Estates and Causes of Action against other Entities.

B. Releases by the Debtors

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

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

CLAIMS RELEASED BY THE DEBTOR RELEASE; (C) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (D) FAIR, EQUITABLE, AND REASONABLE; (E) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (F) A BAR TO ANY OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE DEBTORS' ESTATES, AS APPLICABLE, ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

C. Releases by Holders of Claims and Interests

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, AS OF THE EFFECTIVE DATE, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EACH RELEASING PARTY IS DEEMED TO HAVE RELEASED AND DISCHARGED EACH DEBTOR, REORGANIZED DEBTOR, AS APPLICABLE, AND RELEASED PARTY FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS OR THEIR ESTATES, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS (INCLUDING THE MANAGEMENT, OWNERSHIP OR OPERATION THEREOF), ANY SECURITIES ISSUED BY THE DEBTORS AND THE OWNERSHIP THEREOF, THE DEBTORS' IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS, ANY AVOIDANCE ACTIONS, ANY INTERCOMPANY TRANSACTION, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OR FILING OF THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE UK FUNDING AGREEMENT, THE PNC WAIVER, THE SALE TRANSACTION DOCUMENTS OR ANY RESTRUCTURING TRANSACTION, CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FILING OF THE CHAPTER 11 CASES, THE FILING OF THE CCAA PROCEEDING, THE DIP DOCUMENTS, THE SALE PROCESSES, SOLICITATION OF VOTES ON THE PLAN, THE PREPETITION NEGOTIATION AND SETTLEMENT OF CLAIMS, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF ANY DEBT AND/OR SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE (A) ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN AND SHALL NOT RESULT IN A RELEASE, WAIVER, OR DISCHARGE OF ANY OF THE DEBTORS' OR THE REORGANIZED DEBTORS', AS APPLICABLE, ASSUMED INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN, (B) OBLIGATIONS UNDER ANY OF THE CREDIT AGREEMENTS OR DIP ORDERS THAT, BY THEIR EXPRESS TERMS, SURVIVE THE TERMINATION OF THE CREDIT AGREEMENTS OR DIP ORDERS, INCLUDING THE RIGHTS OF THE APPLICABLE AGENTS TO EXPENSE REIMBURSEMENT, INDEMNIFICATION AND SIMILAR AMOUNTS OR (C) CLAIMS OR CAUSE OF ACTIONS RELATED TO ANY ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER BY A COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD-PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS: (A) CONSENSUAL; (B) ESSENTIAL TO THE

CONFIRMATION OF THE PLAN; (C) GIVEN IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE RELEASED PARTIES' CONTRIBUTIONS TO FACILITATING THE RESTRUCTURING AND IMPLEMENTING THE PLAN; (D) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE; (E) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR CREDITORS; (F) FAIR, EQUITABLE, AND REASONABLE; (G) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (H) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

D. Exculpation

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

THE EXCULPATED PARTIES HAVE, AND UPON CONFIRMATION OF THE PLAN SHALL BE DEEMED TO HAVE, PARTICIPATED IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE LAWS WITH REGARD TO THE SOLICITATION OF VOTES ON, AND DISTRIBUTION OF CONSIDERATION PURSUANT TO, THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS SHALL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE EXCULPATION SET FORTH ABOVE DOES NOT RELEASE OR EXCULPATE ANY CLAIM RELATING TO ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN.

E. Injunction

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

F. Protection Against Discriminatory Treatment

In the event the Equitization Scenario is pursued, in accordance with Bankruptcy Code section 525, and consistent with paragraph 2 of Article VI of the United States Constitution, no Governmental Unit shall discriminate against any Reorganized Debtor, or any Entity with which a Reorganized Debtor has been or is associated, solely because such Reorganized Debtor was a debtor under chapter 11, may have been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before such Debtor was granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

G. Release of Liens

Except as otherwise specifically provided in the Plan, the Exit Facility Documents, to the extent applicable (including in connection with any express written amendment of any mortgage, deed of trust, Lien, pledge, or other security interest under the Exit Facility Documents), the Take Back Debt Documents, to the extent applicable (including in connection with any express written amendment of any mortgage, deed of trust, Lien, pledge, or other security interest under the Take Back Debt Documents) or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Debtors or Reorganized Debtors, as applicable, and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or Filing being required to be made by the Debtors, the Agents or any other

Holder of a Secured Claim. In addition, at the sole expense of the Debtors or the Reorganized Debtors, the applicable Agents shall execute and deliver all documents reasonably requested by the Debtors, Reorganized Debtors or administrative agent(s) for the Exit Facility to evidence the release of such mortgages, deeds of trust, Liens, pledges, and other security interests and shall authorize the Debtors or Reorganized Debtors and their designees to file UCC-3 termination statements and other release documentation (to the extent applicable) with respect thereto.

To the extent that any Holder of a Secured Claim that has been satisfied or discharged in full pursuant to the Plan, or any agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps requested by the Debtors, the Reorganized Debtors or Purchaser, as applicable, that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors or Purchaser, as applicable, shall be entitled to make any such filings or recordings on such Holder's behalf.

H. Reimbursement or Contribution

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to Bankruptcy Code section 502(e)(1)(B), then to the extent that such Claim is contingent as of the Effective Date, such Claim shall be forever Disallowed notwithstanding Bankruptcy Code section 502(j), unless prior to the Effective Date (a) such Claim has been adjudicated as noncontingent, or (b) the relevant Holder of a Claim has filed a noncontingent Proof of Claim on account of such Claim and a Final Order has been entered determining such Claim as no longer contingent.

ARTICLE XIII.
CONFIRMATION OF THE PLAN

The following is a brief summary of the Confirmation process. Holders of Claims and Interests are encouraged to review the relevant provisions of the Bankruptcy Code and to consult with their own advisors.

A. Voting Procedures and Acceptance

The Debtors are providing copies of this Plan and Disclosure Statement and Ballots to all known Holders of Impaired Claims who are entitled to vote on the Plan. The procedures for voting on the Plan were approved the Bankruptcy Court by Order entered on [____], 2022. [Docket No. [__]]. **Ballots must be returned to the Claims and Noticing Agent in accordance with the procedures set forth on the Ballots so as to be received no later than September 26, 2022 at 4:00 P.M. (prevailing Central Time).**

The Bankruptcy Code requires, as a condition to confirmation, that, except as described in the following section, each class of claims or interests that is impaired under a chapter 11 plan accept the plan. A class that is not "impaired" under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such class is not required. A class is "impaired" unless the plan: (a) leaves unaltered the legal, equitable and contractual rights to which the claim or the equity interest entitles the holder of such claim or equity interest; or (b) cures any default, reinstates the original terms of such obligation, compensates the holder for certain damages or losses, as applicable, and does not otherwise alter the legal, equitable or contractual rights to which such claim or equity interest entitles the holder of such claim or equity interest, each as more specifically set forth in Bankruptcy code section 1124.

Bankruptcy Code section 1126(c) defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds in dollar amount and more than one-half in number of allowed claims in that class, counting only those claims that actually voted to accept or to reject the plan. Thus, a class of claims will have voted to accept the plan only if two-thirds in amount and a majority in number actually voting cast their ballots in favor of acceptance.

Claims in Classes 1 and 2 are not Impaired under the Plan, and, as a result, the Holders of such Claims are deemed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f) and their votes will not be solicited.

Claims in Class 3 are Impaired under the Plan and are entitled to vote. Such Class (with respect to each applicable Debtor) will have accepted the Plan if the Plan is accepted by at least two-thirds in amount and a majority in number of the Claims in such Class (other than any Claims of creditors designated under section Bankruptcy Code section 1126(e)) that have voted to accept or reject the Plan.

Claims in Class 4, 5, 6 and 7 and the Interests in Class 10 are Impaired and will not receive a recovery under the Plan. Pursuant to Bankruptcy Code section 1126(g) of the Bankruptcy Code, the Holders of Claims and Interests in such Classes are deemed to reject the Plan and their votes will not be solicited.

Claims in Class 8 and the Interests in Class 9 are either Unimpaired and conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f), or Impaired and conclusively presumed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Claims and Interests in such Classes are not entitled to vote to accept or reject the Plan and their votes will not be solicited.

B. The Confirmation Hearing

Under Bankruptcy Code section 1128(a), the Bankruptcy Court, after notice, may schedule the Confirmation Hearing in respect of the Plan. **The Confirmation Hearing for this Plan is scheduled for October 3, 2022 at 2:00 p.m. (prevailing Central Time).** The Confirmation Hearing may be continued from time to time without further notice other than an adjournment announced in open court or a notice of adjournment filed with the Bankruptcy Court and served in accordance with the Bankruptcy Rules, without further notice to parties in interest. The Bankruptcy Court, in its discretion and prior to the Confirmation Hearing, may put in place additional procedures governing the Confirmation Hearing. Subject to Bankruptcy Code section 1127 and the Restructuring Support Agreement, the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing, without further notice to parties in interest.

Additionally, Bankruptcy Code section 1128(b) provides that a party in interest may object to Confirmation. **Objections to Confirmation of the Plan must be made in writing and must be filed with the Bankruptcy Court and served on counsel for the Debtors on or before 4:00 p.m. (prevailing Central Time), on September 26, 2022.**

C. Confirmation Standard

Among the requirements for Confirmation are that the Plan (a) is accepted by all Impaired Classes of Claims and Interests or, if rejected by an Impaired Class, that the Plan "does not discriminate unfairly" and is "fair and equitable" as to such Class; (b) is feasible; and (c) is in the "best interests" of Holders of Claims and Interests that are Impaired under the Plan.

The following requirements must be satisfied pursuant to Bankruptcy Code section 1129(a) before a bankruptcy court may confirm a plan. The Debtors believe that the Plan fully complies with all the applicable requirements of Bankruptcy Code section 1129 set forth below, other than those pertaining to voting, which has not yet taken place.

- The Plan complies with the applicable provisions of the Bankruptcy Code.
- The Debtors have complied with the applicable provisions of the Bankruptcy Code.
- The Plan has been proposed in good faith and not by any means forbidden by law.
- Any payment made or to be made by the Debtors or by a Person issuing Securities or acquiring property under the Plan, for services or for costs and expenses in or in connection with the Chapter 11 Cases, in connection with the Plan and incident to the Chapter 11 Cases is subject to the approval of the Bankruptcy Court as reasonable.
- The Debtors have disclosed or will disclose, to the extent applicable, the identity and affiliations of any individual proposed to serve, after Confirmation, as a director or officer of the Reorganized Debtors, any

Affiliate of the Debtors reorganized under the Plan, or any successor to the Debtors under the Plan. The appointment to, or continuance in, such office of such individual is consistent with the interests of creditors and equity security Holders and with public policy.

- The Debtors have disclosed or will disclose, to the extent applicable, the identity of any insider that will be employed or retained by the Reorganized Debtors and the nature of any compensation for such insider.

- With respect to each Holder within an Impaired Class of Claims or Interests, as applicable, each such Holder (a) has accepted the Plan or (b) will receive or retain under the Plan on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount that such Holder would so receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

- With respect to each Class of Claims or Interests, such Class has either (i) accepted the Plan, (ii) is Unimpaired under the Plan, or (iii) has rejected the Plan. The Plan meets the requirements of the Bankruptcy Code as to any such rejecting Class because (a) the Plan otherwise satisfies the requirements for Confirmation, (b) at least one Impaired Class of Claims has accepted the Plan without taking into consideration the votes of any insiders in such Class and (c) the Plan is "fair and equitable" and does not "discriminate unfairly" as to any rejecting Class.

- The Plan provides for treatment of Claims, as applicable, in accordance with the provisions of Bankruptcy Code section 507(a).

- Confirmation is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Reorganized Debtors, or any successor to the Debtors under the Plan, unless such liquidation or reorganization is proposed in the Plan.

- All fees payable under 28 U.S.C. § 1930 have been paid or the Plan provides for the payment of all such fees on the Effective Date.

D. Best Interests Test

As described above, Bankruptcy Code section 1129(a)(7) requires that each Holder of an Impaired Claim or Interest either (a) accept the Plan or (b) receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the value such Holder would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. The Debtors believe that the value of any distributions if the Chapter 11 Cases were converted to cases under chapter 7 of the Bankruptcy Code would be no greater than the value of distributions under the Plan. As a result, the Debtors believe Holders of Claims and Interests in all Impaired Classes will recover at least as much as a result of Confirmation of the Plan as they would recover through a hypothetical chapter 7 liquidation.

The Plan Supplement will include a liquidation analysis (the "Liquidation Analysis") prepared by the Debtors with the assistance of the Debtors' advisors, which will be filed with the Bankruptcy Court no later than seven (7) days before the Voting Deadline. The Debtors believe that the liquidation of the Debtors' businesses under chapter 7 of the Bankruptcy Code would result in substantial diminution in the value to be realized by Holders of Claims and Interests as compared to distributions contemplated under the Plan. Consequently, the Debtors believe that Confirmation of the Plan will provide Holders of Claims and Interests no less than such Holders would receive in a liquidation under chapter 7 of the Bankruptcy Code.

E. Feasibility

Bankruptcy Code section 1129(a)(11) requires that the Bankruptcy Court find that Confirmation is not likely to be followed by the liquidation of the Reorganized Debtors or the need for further financial reorganization, unless the Plan contemplates such liquidation or reorganization. In the Equitization Scenario, the Debtors' analysis of their ability to meet their obligations under the Plan, includes, but is not limited to, certain financial projections to be filed with the Bankruptcy Court as part of the Plan Supplement no later than seven (7) days before the Voting Deadline and

incorporated herein by reference (the "Financial Projections"). The Debtors believe that sufficient funds will exist to make all payments required by the Plan. Accordingly, the Debtors believe that the Plan satisfies the feasibility requirement of Bankruptcy Code section 1129(a)(11).

F. Confirmation Without Acceptance by All Impaired Classes

The Bankruptcy Code permits confirmation of a plan even if it is not accepted by all impaired classes, as long as (a) the plan otherwise satisfies the requirements for confirmation, (b) at least one impaired class of claims has accepted the plan without taking into consideration the votes of any insiders in such class and (c) the plan is "fair and equitable" and does not "discriminate unfairly" as to any impaired class that has not accepted the plan. These so-called "cramdown" provisions are set forth in Bankruptcy Code section 1129(b).

1. No Unfair Discrimination

The no "unfair discrimination" test applies to Classes of Claims or Interests that are of equal priority and are receiving different treatment under the Plan. The test does not require that the treatment be the same or equivalent, but that such treatment be "fair." The Debtors do not believe the Plan discriminates unfairly against any Impaired Class of Claims or Interests. The Debtors believe the Plan and the treatment of all Classes of Claims and Interests under the Plan satisfy the foregoing requirements for nonconsensual confirmation.

2. Fair and Equitable Test

This test applies to classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no class of claims or interests receive more than 100 percent of the amount of the allowed claims or interests in such class. As to a dissenting class, the test sets forth different standards depending on the type of claims or interests in such class. In order to demonstrate that a plan is fair and equitable with respect to a dissenting class, the plan proponent must demonstrate the following:

- Secured Creditors: Each holder of a secured claim (a) retains its liens on the property, to the extent of the allowed amount of its secured claim, and receives deferred cash payments having a value, as of the effective date of the chapter 11 plan, of at least the allowed amount of such claim, (b) has the right to credit bid the amount of its claim if its property is sold and retains its liens on the proceeds of the sale (or if sold, on the proceeds thereof), or (c) receives the "indubitable equivalent" of its allowed secured claim.

- Unsecured Creditors: Either (a) each holder of an impaired unsecured claim receives or retains under the chapter 11 plan property of a value equal to the amount of its allowed claim or (b) the holders of claims and interests that are junior to the claims of the non-accepting class will not receive any property under the chapter 11 plan.

- Holders of Interests: Either (a) each holder of an impaired interest will receive or retain under the chapter 11 plan property of a value equal to the greatest of the fixed liquidation preference to which such holder is entitled, the fixed redemption price to which such holder is entitled, or the value of the interest or (b) the holders of interests that are junior to the non-accepting class will not receive or retain any property under the chapter 11 plan.

The Debtors believe that the Plan and treatment of all Classes of Claims and Interests therein satisfies the "fair and equitable" requirement, notwithstanding the fact that certain Classes are deemed to reject the Plan.

ARTICLE XIV.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification of Plan

Effective as of the date hereof: (a) the Debtors reserve the right (subject to the terms of the Restructuring Support Agreement and the consents required therein, including the RSA Definitive Document Requirements) in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan before the entry of the Confirmation Order consistent with the terms set forth herein; and (b) after the entry of the Confirmation Order, the Debtors (subject to the terms of the Restructuring Support Agreement and the consents required therein, including the RSA Definitive Document Requirements) or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with Bankruptcy Code section 1127(b), remedy any defect or omission, or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan consistent with the terms set forth herein, but in all instances consistent with the Global Settlement upon notice to the Committee.

B. Effect of Confirmation on Modifications

Entry of the Confirmation Order shall constitute approval of all modifications to the Plan occurring after the solicitation of votes thereon pursuant to Bankruptcy Code section 1127(a) and a finding that such modifications to the Plan do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan

The Debtors reserve the right to revoke or withdraw the Plan with respect to any or all Debtors before the Confirmation Date and to file subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if Confirmation or the Effective Date does not occur, then: (a) the Plan will be null and void in all respects; (b) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effectuated by the Plan, and any document or agreement executed pursuant hereto will be null and void in all respects; and (c) nothing contained in the Plan shall (1) constitute a waiver or release of any Claims, Interests, or Causes of Action by any Entity, (2) prejudice in any manner the rights of any Debtor or any other Entity, or (3) constitute an admission, acknowledgement, offer, or undertaking of any sort by any Debtor or any other Entity.

ARTICLE XV.
CONDITIONS TO CONFIRMATION AND EFFECTIVE DATE

A. Conditions Precedent to the Effective Date

It shall be a condition to the Effective Date that the following conditions shall have been satisfied or waived:

1. **The Bankruptcy Court shall have approved the Disclosure Statement as containing adequate information with respect to the Plan within the meaning of Bankruptcy Code section 1125.**

2. **The Bankruptcy Court shall have entered the Confirmation Order, which shall (a) have become a Final Order that has not been stayed or modified or vacated and (b) satisfy the RSA Definitive Document Requirements (including that the Confirmation Order shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting Stakeholders and the Committee) and shall:**

    a. authorize the Debtors and the Reorganized Debtors, as applicable, to take all actions necessary to enter into, implement, and consummate the contracts, instruments, releases, leases, and other agreements or documents created in connection with the Plan;

b. decree that the provisions of the Confirmation Order and the Plan are nonseverable and mutually dependent;

c. authorize the Debtors, as applicable or necessary, to: (a) implement the Restructuring Transactions; (b) distribute the Reorganized Debtor Equity pursuant to the exemption from registration under the Securities Act provided by Bankruptcy Code section 1145 or, with the consent of the Required Consenting Stakeholders, other exemption from such registration or pursuant to one or more registration statements; (c) make all distributions and issuances as required under the Plan, including, to the extent applicable, Cash, the Take Back Debt Facility and the Reorganized Debtor Equity; and (d) enter into any agreements (including the agreements governing the Take Back Debt Facility and/or the Exit Facility, if any), transactions, and sales of property as set forth in the Plan Supplement;

d. authorize the implementation of the Plan in accordance with its terms; and

e. provide that, pursuant to Bankruptcy Code section 1146, the assignment or surrender of any lease or sublease, and the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with the Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under the Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

3. The Canadian Court shall have entered an order in form and substance reasonably acceptable to the Debtors and the Required Consenting Stakeholders recognizing the Confirmation Order and giving such order full force and effect in Canada and such order shall have become a Final Order.

4. All governmental and material third party approvals and consents, including Bankruptcy Court approval, that are necessary to implement the Restructuring Transactions shall have been obtained, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions.

5. The DIP Orders shall not have been stayed or modified or vacated.

6. The Debtors shall not be in default under the DIP Facilities or the DIP Orders (or, to the extent that the Debtors are in default on the proposed Effective Date, such default shall have been waived by the DIP Lenders or cured by the Debtors in a manner consistent with the DIP Facilities and the DIP Orders).

7. The final version of the Plan Supplement and all of the schedules, documents, and exhibits contained therein, and all other schedules, documents, supplements and exhibits to the Plan

shall be consistent with the Restructuring Support Agreement and the Definitive Documents shall have satisfied the RSA Definitive Document Requirements.

8. **Under the Equitization Scenario, all conditions precedent to the issuance of the Reorganized Debtor Equity shall have been satisfied contemporaneously or duly waived.**

9. **Under the Equitization Scenario, to the extent required under applicable non-bankruptcy law, the New Organizational Documents shall have been duly filed with the applicable authorities in the relevant jurisdictions.**

10. **The Restructuring Support Agreement shall not have terminated as to all parties thereto and shall remain in full force and effect and the Debtors and the applicable Restructuring Support Parties then party thereto shall be in compliance therewith.**

11. **All professional fees and expenses of Retained Professionals approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date have been placed in a Professional Fee Escrow Account pending approval by the Bankruptcy Court.**

12. **The Debtors shall have implemented the Restructuring Transactions, and all transactions contemplated by the Restructuring Support Agreement, in a manner consistent in all respects with the Restructuring Support Agreement and the Plan.**

13. **With respect to all actions, documents and agreements necessary to implement the Plan: (a) all conditions precedent to such documents and agreements (other than any conditions precedent related to the occurrence of the Effective Date) shall have been satisfied or waived pursuant to the terms of such documents or agreements; (b) such documents and agreements shall have been tendered for delivery to the required parties and been approved by any required parties and, to the extent required, filed with and approved by any applicable Governmental Units in accordance with applicable laws; and (c) such documents and agreements shall have been effected or executed.**

14. **To the extent that Sungard AS Canada issues distributions pursuant to the Plan, Sungard AS Canada shall have received documentation in form and content satisfactory to the Debtors from the applicable governmental entity or agency, authorizing Sungard AS Canada to make the distributions, disbursements, or payments without any liability to the Debtors, the Information Officer, or each of their respective directors, officers, employees, advisors or agents in respect of the Income Tax Act, Excise Tax Act, or any other applicable legislation pertaining to taxes.**

15. **All material authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan and the transactions contemplated herein shall have been obtained.**

16. **The Bankruptcy Court shall have entered a Final Order approving each Sale Transaction, and to the extent applicable, the Canadian Court shall have entered a Final Order recognizing and giving full force and effect to such order in Canada.**

17. **The Sale Transactions shall have closed and the Debtors shall have received the Sale Proceeds.**

B. Waiver of Conditions Precedent

The Debtors (with the prior consent of the Required Consenting Stakeholders), may waive any of the conditions to the Effective Date set forth in Article XV at any time so long as such waiver does not adversely affect

the Committee's rights under the Global Settlement, without any notice to any other parties in interest and without any further notice to or action, order, or approval of the Bankruptcy Court, and without any formal action other than a proceeding to confirm the Plan or consummate the Plan. The failure of the Debtors to exercise any of the foregoing rights shall not be deemed a waiver of such rights or any other rights, and each such right shall be deemed an ongoing right, which may be asserted at any time (subject to the prior consent of the Required Consenting Stakeholders).

C. Effect of Non-Occurrence of Conditions to Consummation

If the Confirmation Order is vacated pursuant to a Final Order, then (except as provided in any such Final Order): (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (c) nothing contained in the Plan, the Confirmation Order, the Disclosure Statement or the Restructuring Support Agreement shall: (i) constitute a waiver or release of any Claims, Interests, or Causes of Action; (ii) prejudice in any manner the rights of the Debtors or any other Entity; or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity.

D. Substantial Consummation

"Substantial Consummation" of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

ARTICLE XVI.
RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to Bankruptcy Code sections 105(a) and 1142, including jurisdiction to:

1. Allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim against a Debtor, including the resolution of any request for payment of any Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims;

2. Decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Retained Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. Resolve any matters related to Executory Contracts or Unexpired Leases, including: (a) the assumption or assumption and assignment of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Cure or Claims arising therefrom, including pursuant to Bankruptcy Code section 365; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; and (c) any dispute regarding whether a contract or lease is or was executory or expired;

4. Ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan and adjudicate any and all disputes arising from or relating to distributions under the Plan;

5. Adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

6. Enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of (a) contracts, instruments, releases, indentures, and other agreements or documents approved by Final Order in the Chapter 11 Cases and (b) the Plan, the Confirmation Order, and contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan;

7. Enforce any order for the sale of property pursuant to Bankruptcy Code sections 363, 1123, or 1146(a), including the Sale Orders;

8. Grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to Bankruptcy Code section 365(d)(4);

9. Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;

10. Hear, determine, and resolve any cases, matters, controversies, suits, disputes, or Causes of Action in connection with or in any way related to the Chapter 11 Cases, including: (a) with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim for amounts not timely repaid pursuant to Article XI herein; (b) with respect to the releases, injunctions, and other provisions contained in Article XII herein, including entry of such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions; (c) that may arise in connection with the Consummation, interpretation, implementation, or enforcement of the Plan, the Confirmation Order, and contracts, instruments, releases, and other agreements or documents created in connection with the Plan; or (d) related to Bankruptcy Code section 1141;

11. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

12. Consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

13. Hear and determine matters concerning state, local, and federal taxes in accordance with Bankruptcy Code sections 346, 505, and 1146;

14. Enter an order or Final Decree concluding or closing the Chapter 11 Cases;

15. Enforce all orders previously entered by the Bankruptcy Court; and

16. Hear any other matter not inconsistent with the Bankruptcy Code; *provided*, that, on and after the Effective Date and after the consummation of the following agreements or documents, as and to the extent applicable, the Bankruptcy Court shall not retain jurisdiction over matters arising out of or related to each of the Take Back Debt Documents, the Exit Facility Documents and the New Organizational Documents, and the Take Back Debt Documents and the Exit Facility Documents and the New Organizational Documents shall be governed by the respective jurisdictional provisions therein.

ARTICLE XVII.
MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Subject to Article XV.A. hereof, and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon, as applicable, the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

B. Additional Documents

On or before the Effective Date, the Debtors (in consultation with the Required Consenting Stakeholders and subject to any consent rights set forth in the Restructuring Support Agreement or the Plan) may file with the

Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors, the Reorganized Debtors or the Plan Administrator, as applicable, and all Holders of Claims receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Reservation of Rights

The Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

D. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

E. Service of Documents

After the Effective Date, any pleading, notice, or other document required by the Plan to be served on or delivered to the Debtors or the Reorganized Debtors shall be served on:

The Debtors	**Counsel to the Debtors**
Sungard AS New Holdings, LLC 565 E Swedesford Road, Suite 320 Wayne, PA 19087 Attention: sgas.legalnotices@sungardas.com	Akin Gump Strauss Hauer & Feld LLP One Bryant Park New York, NY 10036 Attention: Philip C. Dublin (pdublin@akingump.com) and Meredith A. Lahaie (mlahaie@akingump.com) Jackson Walker LLP 1401 McKinney Suite 1900 Houston, TX 77010 Attention: Matthew D. Cavenaugh (mcavenaugh@jw.com) and Jennifer F. Wertz (jwertz@jw.com)
The United States Trustee	**Counsel to the Ad Hoc Group**
Office of the United States Trustee 515 Rusk Street, Suite 3516 Houston, TX 77002 Attention: Stephen D. Statham (stephen.statham@usdoj.gov)	Proskauer Rose LLP One International Place Boston, MA 02110-2600 Attention: Charles A. Dale (cdale@proskauer.com) and David M. Hillman (dhillman@proskauer.com) Gray Reed & McGraw LLP 1300 Post Oak Blvd., Suite 2000 Houston, TX 77056 Attention: Jason S. Brookner (jbrookner@grayreed.com)

Counsel to the DIP ABL Agent	Counsel to the DIP Term Loan Agent
Thompson Coburn Hahn & Hessen LLP 488 Madison Avenue New York, NY 10022 Attention: Joshua I. Divack (jdivack@thompsoncoburn.com)	Pryor Cashman 7 Times Square New York, NY 10036 Attention: Seth H. Lieberman (slieberman@pryorcashman.com)
Counsel to the Committee	**Counsel to Prepetition Term Loan Agent**
Pachulski Stang Ziehl & Jones LLP 780 Third Avenue, 34th Floor New York, NY 10017 Attention: Bradford J. Sandler (bsandler@pszjlaw.com)	Norton Rose Fulbright US LLP 1301 Avenue of the Americas New York, NY 10019 Attention: H. Stephen Castro (stephen.castro@nortonrosefulbright.com)

After the Effective Date, the Debtors, the Reorganized Debtors and the Plan Administrator, as applicable, have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, they must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors, the Reorganized Debtors and the Plan Administrator, as applicable, are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have filed such renewed requests.

In accordance with Bankruptcy Rules 2002 and 3020(c), within fourteen (14) calendar days of the date of entry of the Confirmation Order, the Debtors or Reorganized Debtors, as applicable, shall serve the Notice of Confirmation by United States mail, first class postage prepaid, by hand, or by overnight courier service to all parties served with the Confirmation Hearing Notice; *provided* that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors or Reorganized Debtors mailed a Confirmation Hearing Notice, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address" or "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address. To supplement the notice described in the preceding sentence, within twenty-one (21) calendar days of the date of the Confirmation Order, the Debtors or Reorganized Debtors, as applicable, shall publish the Notice of Confirmation once in *The New York Times* (national edition). Mailing and publication of the Notice of Confirmation in the time and manner set forth in this paragraph shall be good and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c), and no further notice is necessary.

F. Term of Injunctions or Stays

Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases (pursuant to Bankruptcy Code sections 105 or 362 or any order of the Bankruptcy Court) and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

G. Entire Agreement

Except as otherwise indicated, the Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

H. Plan Supplement

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. Except as otherwise provided in the Plan, such exhibits and documents included in the Plan Supplement shall be filed with the Bankruptcy Court on or before the Plan Supplement Filing Date. After the exhibits and documents are filed, copies of such exhibits and documents shall have been available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at https://cases.ra.kroll.com/SungardAS/ or the Bankruptcy Court's website at https://www.txs.uscourts.gov/page/bankruptcy-court.

I. Non-Severability

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted; *provided*, that, absent the prior consent of the Required Consenting Stakeholders, such alteration or interpretation is not inconsistent with the Restructuring Support Agreement. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the Debtors' and Required Consenting Stakeholders' prior consent, consistent with the terms set forth herein; and (c) nonseverable and mutually dependent.

J. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to Bankruptcy Code section 1125(e), the Debtors and each of the Consenting Stakeholders and each of their respective Affiliates, agents, representatives, members, principals, equity holders (regardless of whether such interests are held directly or indirectly), officers, directors, managers, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan, and, therefore, neither any of such parties or individuals or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan.

K. Dissolution of the Committee

On the Effective Date, the Committee shall dissolve and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases; *provided* that the Committee shall be deemed to remain in existence solely with respect to, and shall not be heard on any issue except, applications for final compensation of fees and expenses filed by the Retained Professionals pursuant to the Bankruptcy Code.

L. Closing of Chapter 11 Cases

The Debtors, Reorganized Debtors or the Plan Administrator, as applicable, shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases. Following entry of the Confirmation Order, Sungard AS Canada shall seek an order of the Canadian Court permitting the discharge of the Information Officer and termination of the CCAA Proceeding upon written notice from the Foreign Representative to the Information Officer that the Effective Date has occurred and the Information Officer's delivery to the Foreign Representative of a termination certificate.

M. Waiver or Estoppel

Each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, the Restructuring Support Agreement, or papers filed with the Bankruptcy Court prior to the Confirmation Date.

ARTICLE XVIII.
PLAN-RELATED RISK FACTORS

PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN, ALL HOLDERS OF CLAIMS THAT ARE ENTITLED TO VOTE ON THE PLAN SHOULD READ AND CAREFULLY CONSIDER THE FACTORS SET FORTH HEREIN, AS WELL AS ALL OTHER INFORMATION SET FORTH OR OTHERWISE REFERENCED IN THIS DISCLOSURE STATEMENT.

ALTHOUGH THESE RISK FACTORS ARE MANY, THESE FACTORS SHOULD NOT BE REGARDED AS CONSTITUTING THE ONLY RISKS PRESENT IN CONNECTION WITH THE DEBTORS' BUSINESSES OR THE PLAN AND ITS IMPLEMENTATION.

A. General

The following provides a summary of various important considerations and risk factors associated with the Plan; however, it is not exhaustive. In considering whether to vote to accept or reject the Plan, Holders of Claims should read and carefully consider the factors set forth below, as well as all other information set forth or otherwise incorporated by reference in this Disclosure Statement.

B. Risks Relating to the Plan and Other Bankruptcy Law Considerations

1. A Holder of a Claim or Interest May Object to, and the Bankruptcy Court May Disagree with, the Debtors' Classification of Claims and Interests

Bankruptcy Code section 1122 provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created ten (10) Classes of Claims and Interests, each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims and Interests in each such Class. However, a Holder of a Claim or Interest could challenge the Debtors' classification. In such an event, the cost of the Chapter 11 Cases and the time needed to confirm the Plan may increase, and there can be no assurance that the Bankruptcy Court will agree with the Debtors' classification. If the Bankruptcy Court concludes that the classifications of Claims and Interests under the Plan do not comply with the requirements of the Bankruptcy Code, the Debtors may need to modify the Plan (subject to the terms of the Restructuring Support Agreement). The Plan may not be confirmed if the Bankruptcy Court determines that the Debtors' classification of Claims and Interests is not appropriate.

2. The Debtors May Not Be Able to Satisfy the Voting Requirements for Confirmation of the Plan

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors may seek, as promptly as practicable thereafter, Confirmation. If the Plan does not receive the required support from Class 3 the Debtors may elect to amend the Plan and proceed with liquidation. There can be no assurance that the terms of any such alternative chapter 11 plan or chapter 7 liquidation would be similar or as favorable to the Holders of Allowed Claims as the Restructuring Transactions contemplated by the Plan.

3. The Bankruptcy Court May Not Confirm the Plan or May Require the Debtors to Re-Solicit Votes with Respect to the Plan

The Debtors cannot assure you that the Plan will be confirmed by the Bankruptcy Court. Bankruptcy Code section 1129 sets forth the requirements for confirmation of a plan, and requires, among other things, a finding by the Bankruptcy Court that the plan is "feasible," that all claims and interests have been classified in compliance with the provisions of Bankruptcy Code section 1122, and that, under the plan, each holder of a claim or interest within each impaired class either accepts the plan or receives or retains cash or property of a value, as of the date the plan becomes effective, that is not less than the value such Holder would receive or retain if the debtor were liquidated under chapter 7 of the Bankruptcy Code. With respect to impaired classes of claims or interests that do not accept the plan, section 1129(b) requires that the plan be fair and equitable (including, without limitation the "absolute priority rule") and not discriminate unfairly with respect to such classes. There can be no assurance that the Bankruptcy Court will conclude that the feasibility test and other requirements of Bankruptcy Code section 1129 (including, without limitation, finding that the Plan satisfies the "new value" exception to the absolute priority rule, if applicable) have been met with respect to the Plan. If and when the Plan is filed, there can be no assurance that modifications to the Plan would not be required for Confirmation, or that such modifications would not require a re-solicitation of votes on the Plan.

The Bankruptcy Court could fail to finally approve this Disclosure Statement and determine that the votes in favor of the Plan could be disregarded. The Debtors would then be required to recommence the solicitation process, which could include re-filing a plan and disclosure statement.

If the Plan is not confirmed, the Chapter 11 Cases may be converted into cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed or elected to liquidate the Debtors' assets for distribution in accordance with the priorities established by the Bankruptcy Code. The Debtors believe that liquidation under chapter 7 of the Bankruptcy Code would result in, among other things, smaller distributions being made to creditors and interest Holders than those provided for in the Plan because of:

- the potential absence of a market for the Debtors' assets on a going concern basis;
- additional administrative expenses involved in the appointment of a chapter 7 trustee; and
- additional expenses and Claims, some of which would be entitled to priority, that would be generated during the liquidation and from the rejection of Unexpired Leases and other Executory Contracts in connection with a cessation of the Debtors' operations.

4. The Canadian Court May Not Grant the Confirmation Recognition Order

Even if the Bankruptcy Court confirms the Plan, the Canadian Court may refuse to give full force and effect to such Plan in Canada. If the Canadian Court refuses to grant the Confirmation Recognition Order, the Plan will not be recognized and enforced in Canada.

5. Parties in Interest May Object to the Plan's Amount or Classification of Claims and Interests

Except as otherwise provided in the Plan, the Debtors and other parties in interest reserve the right to object to the amount or classification of any Claim under the Plan. The estimates set forth in this Disclosure Statement cannot be relied on by any Holder of a Claim where such Claim is subject to an objection. Any Holder of a Claim that is subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

6. Even if the Debtors Receive All Necessary Acceptances for the Plan to Become Effective, the Debtors May Fail to Meet All Conditions Precedent to Effectiveness of the Plan

Although the Debtors believe that the Effective Date would occur very shortly after the Confirmation Date, there can be no assurance as to such timing.

The Confirmation and Consummation of the Plan are subject to certain conditions that may or may not be satisfied. The Debtors cannot assure you that all requirements for Confirmation and effectiveness required under the Plan will be satisfied. If each condition precedent to Confirmation is not met or waived, the Plan will not be confirmed, and if each condition precedent to Consummation is not met or waived, the Effective Date will not occur. In the event that the Plan is not confirmed or is not consummated, the Debtors may seek Confirmation of an alternative plan.

7. Contingencies May Affect Distributions to Holders of Allowed Claims and Interests

The distributions available to Holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Equitization Scenario occurs. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims and Allowed Interests under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

The estimated Claims and creditor recoveries set forth herein are based on various assumptions, and the actual Allowed amounts of Claims may significantly differ from the estimates. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual Allowed amounts of Claims may vary from the estimated Claims contained in this Disclosure Statement. Moreover, the Debtors cannot determine with any certainty at this time the number or amount of Claims that will ultimately be Allowed. Such differences may materially and adversely affect, among other things, the percentage recoveries to Holders of Allowed Claims under the Plan.

8. There is a Risk of Termination of the Restructuring Support Agreement

To the extent that events giving rise to termination of the Restructuring Support Agreement occur, the Restructuring Support Agreement may terminate prior to the Confirmation or Consummation of the Plan, which could result in the loss of support for the Plan by important creditor constituencies, which could adversely affect the Debtors' ability to confirm and consummate the Plan. If the Plan is not consummated, there can be no assurance that the Chapter 11 Cases would not be converted to chapter 7 liquidation cases or that any new chapter 11 plan would be as favorable to Holders of Claims as the current Plan.

9. The Bankruptcy Court May Dismiss Some or All of the Chapter 11 Cases

Certain parties in interest may contest the Debtors' authority to commence and/or prosecute the Chapter 11 Cases. If, pursuant to any such proceeding, the Bankruptcy Court finds that some or all of the Debtors could not commence the Chapter 11 Cases for any reason, the Debtors may be unable to consummate the transactions contemplated by the Restructuring Support Agreement and the Plan. If some or all of the Chapter 11 Cases are dismissed, the Debtors may be forced to cease operations due to insufficient funding and/or liquidate their businesses in another forum to the detriment of all parties in interest.

10. The United States Trustee or Other Parties May Object to the Plan on Account of the Debtor Releases, Third-Party Releases, Exculpations, or Injunction Provisions

Any party in interest, including the U.S. Trustee, could object to the Plan on the grounds that the (i) debtor release contained in Article XII is to be given without adequate consideration, (ii) third-party release contained in Article XII.C. is not given consensually or in a permissible non-consensual manner, (iii) exculpation contained in Article XII.D. cannot extend to non-Estate fiduciaries, or (iv) the injunction contained in Article XII.E. is overly broad. In response to such an objection, the Bankruptcy Court could determine that any of these provisions are not valid under the Bankruptcy Code. If the Bankruptcy Court makes such a determination, the Plan could not be confirmed without modifying the Plan to alter or remove the applicable provision. This could result in substantial delay in Confirmation of the Plan, the Plan not being confirmed at all, or the loss of support for the Plan from the non-Debtor parties to the Restructuring Support Agreement.

11. The Debtors May Seek to Amend, Waive, Modify, or Withdraw the Plan at Any Time Prior to Confirmation

The Debtors reserve the right, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Restructuring Support Agreement, and consistent with the terms of the Plan, to amend the terms of the Plan or waive any conditions thereto if and to the extent such amendments or waivers are consistent with the terms of the Restructuring Support Agreement and necessary or desirable to consummate the Plan. The potential impact of any such amendment or waiver on the Holders of Claims and Interests cannot presently be foreseen but may include a change in the economic impact of the Plan on some or all of the proposed Classes or a change in the relative rights of such Classes. All Holders of Claims and Interests will receive notice of such amendments or waivers required by applicable law and the Bankruptcy Court. If, after receiving sufficient acceptances, but prior to Confirmation of the Plan, the Debtors seek to modify the Plan, the previously solicited acceptances will be valid only if (1) all Classes of adversely affected creditors accept the modification in writing, or (2) the Bankruptcy Court determines, after notice to designated parties, that such modification was *de minimis* or purely technical or otherwise did not adversely change the treatment of Holders of accepting Claims or is otherwise permitted by the Bankruptcy Code.

12. The Plan May Have Material Adverse Effects on the Debtors' Operations

The solicitation of acceptances of the Plan could adversely affect the relationships between the Debtors and their respective customers, employees, partners, and other parties. Such adverse effects could materially impair the Debtors' operations and reduce revenue.

13. The Debtors Cannot Predict the Amount of Time Spent in Bankruptcy for the Purpose of Implementing the Plan, and a Lengthy Bankruptcy Proceeding Could Disrupt the Debtors' Businesses, as Well as Impair the Prospect for Reorganization on the Terms Contained in the Plan in the Event that the Equitization Scenario is Pursued

It is impossible to predict with certainty the amount of time that the Debtors may spend in bankruptcy, and the Debtors cannot be certain that the Plan will be confirmed. Even if confirmed on a timely basis, a bankruptcy proceeding to confirm the Plan could itself have an adverse effect on the Debtors' businesses. There is a risk, due to uncertainty about the Debtors' futures that, among other things:

- customers could move to the Debtors' competitors;
- employees could be distracted from performance of their duties or more easily attracted to other career opportunities; and
- suppliers, vendors, or other business partners could terminate their relationships with the Debtors or demand financial assurances or enhanced performance, any of which could impair the Debtors' future prospects.

A lengthy bankruptcy proceeding would also involve additional expenses and divert the attention of management from the operation of the Debtors' businesses.

The disruption that the bankruptcy process would have on the Debtors' businesses could increase with the length of time it takes to complete the Chapter 11 Cases. If the Debtors are unable to obtain Confirmation of the Plan on a timely basis, because of a challenge to the Plan or otherwise, the Debtors may be forced to operate in bankruptcy for an extended period of time while the Debtors try to develop a different plan that can be confirmed. A protracted bankruptcy case could increase both the probability and the magnitude of the adverse effects described above.

14. Other Parties in Interest Might Be Permitted to Propose Alternative Plans That May Be Less Favorable to Certain of the Debtors' Constituencies Than the Plan

Other parties in interest could seek authority from the Bankruptcy Court to propose an alternative plan to the Plan. Under the Bankruptcy Code, a debtor in possession initially has the exclusive right to propose and solicit

acceptances of a plan for a period of one hundred and twenty (120) days from the Petition Date (the "Exclusivity Period"). On August 8, 2022, the Debtors filed a motion seeking an extension of the Debtors' Exclusivity Period [Docket No. 558]. However, such Exclusivity Period can be reduced or terminated upon order of the Bankruptcy Court. If such an order were to be entered, parties in interest other than the Debtors would then have the opportunity to propose alternative plans.

If another party in interest were to propose an alternative plan following expiration or termination of the Debtors' exclusivity period, such a plan may be less favorable to existing Holders of Claims and Interests and may seek to exclude such Holders from retaining any equity under their proposed plan.

If there were competing plans, the Chapter 11 Cases likely would become longer, more complicated, more litigious, and much more expensive. If this were to occur, or if the Debtors' stakeholders or other constituencies important to the Debtors' business were to react adversely to an alternative plan, the adverse consequences discussed in the foregoing sections also could occur.

15. The Debtors' Business May Be Negatively Affected if the Debtors Are Unable to Assume Their Executory Contracts

An executory contract is a contract on which performance remains due to some extent by both parties to the contract. The Plan provides for the potential assumption of certain Executory Contracts and Unexpired Leases as of the Effective Date. However, with respect to some limited classes of Executory Contracts and Unexpired Leases, including licenses with respect to patents or trademarks, the Debtors may need to obtain the consent of the counterparty to maintain the benefit of the contract. There is no guarantee that such consent either would be forthcoming or that conditions would not be attached to any such consent that makes assuming the contracts unattractive. The Debtors then would be required to either forego the benefits offered by such contracts or to find alternative arrangements to replace them.

16. Material Transactions Could Be Set Aside as Fraudulent Conveyances or Preferential Transfers

Certain payments received by stakeholders prior to the bankruptcy filing could be challenged under applicable debtor/creditor or bankruptcy laws as either a "fraudulent conveyance" or a "preferential transfer." A fraudulent conveyance occurs when a transfer of a debtor's assets is made with the intent to defraud creditors or in exchange for consideration that does not represent reasonably equivalent value to the property transferred. A preferential transfer occurs upon a transfer of property of the debtor while the debtor is insolvent for the benefit of a creditor on account of an antecedent debt owed by the debtor that was made on or within ninety (90) days before the petition date or one year before the petition date, if the creditor, at the time of such transfer, was an insider. If any transfer were challenged in the Bankruptcy Court and found to have occurred with regard to any of the Debtors' material transactions, the Bankruptcy Court could order the recovery of all amounts received by the recipient of the transfer.

17. Use of Cash Collateral or the DIP Facilities

If the Chapter 11 Cases take longer than expected to conclude, the Debtors may exhaust their available cash collateral and postpetition financing. There is no assurance that the Debtors will be able to obtain the right to further postpetition financing and/or the use of cash collateral, in which case, the liquidity necessary for the orderly functioning of the Debtors' businesses may be impaired materially.

18. Certain Claims May Not Be Discharged and Could Have a Material Adverse Effect on the Debtors' Financial Condition and Results of Operations in the Event that the Equitization Scenario is Pursued

The Bankruptcy Code provides that the confirmation of a reorganization plan discharges a debtor from substantially all debts arising prior to confirmation. With few exceptions, all Claims that arise prior to the Debtors' filing of their Petitions or before Confirmation of the Plan (i) would be subject to compromise and/or treatment under

the Plan and/or (ii) would be discharged in accordance with the terms of the Plan. Any Claims not ultimately discharged through the Plan could be asserted against applicable Reorganized Debtors and may have an adverse effect on the Reorganized Debtors' financial condition and results of operations on a post-reorganization basis in the event that the Equitization Scenario is pursued.

19. The Debtors Will Be Subject to the Risks and Uncertainties Associated with the Chapter 11 Cases and the CCAA Proceeding

For the duration of the Chapter 11 Cases, the Debtors' ability to operate, develop, and execute a business plan, and continue as a going concern, will be subject to the risks and uncertainties associated with bankruptcy. These risks include the following: (i) the ability to develop, confirm, and consummate the restructuring transactions specified in the Plan or an alternative restructuring transaction; (ii) the ability to obtain Bankruptcy Court approval with respect to motions filed in the Chapter 11 Cases from time to time, or recognition of such orders by the Canadian Court; (iii) the ability to maintain relationships with suppliers, service providers, customers, employees, and other third parties; (iv) ability to maintain contracts that are critical to the Debtors' operations; (v) the ability of third parties to seek and obtain court approval to terminate contracts and other agreements with the Debtors; (vi) the ability of third parties to seek and obtain Bankruptcy Court approval to terminate or shorten the exclusivity period for the Debtors to propose and confirm a chapter 11 plan, to appoint a chapter 11 trustee, or to convert the Chapter 11 Cases to chapter 7 proceedings; and (vii) the actions and decisions of the Debtors' creditors and other third parties who have interests in the Chapter 11 Cases that may be inconsistent with the Debtors' plans.

These risks and uncertainties could affect the Debtors' businesses and operations in various ways. For example, negative events associated with the Chapter 11 Cases could adversely affect the Debtors' relationships with suppliers, service providers, customers, employees, licensors (including the licensor which licenses the "Sungard" brand to the Debtors), and other third parties, which in turn could adversely affect the Debtors' operations and financial condition. Also, the Debtors will need the prior approval of the Bankruptcy Court for transactions outside the ordinary course of business, which may limit the Debtors' ability to respond timely to certain events or take advantage of certain opportunities. Because of the risks and uncertainties associated with the Chapter 11 Cases, the Debtors cannot accurately predict or quantify the ultimate impact of events that occur during the Chapter 11 Cases that may be inconsistent with the Debtors' plans.

20. The Debtors' Liquidity Needs May Impact Revenue

The Debtors' principal sources of liquidity historically have been cash flow from operations, sales, borrowings under the prepetition credit facilities, and issuance of equity securities. If the Debtors' cash flow from operations decreases, the Debtors' ability to expend the capital necessary to invest in their businesses and remain competitive will be severely strained.

The Debtors face uncertainty regarding the adequacy of their liquidity and capital resources and have extremely limited, if any, access to additional financing. In addition to the cash necessary to fund ongoing operations, the Debtors have incurred significant professional fees and other costs in connection with preparing for the Chapter 11 Cases and expect to continue to incur significant professional fees and costs throughout the Chapter 11 Cases. The Debtors cannot guarantee that cash on hand, cash flow from operations, and cash provided by the DIP Facilities will be sufficient to continue to fund their operations and allow the Debtors to satisfy obligations related to the Chapter 11 Cases until the Debtors are able to emerge from bankruptcy protection.

The Debtors' liquidity, including the ability to meet ongoing operational obligations, will be dependent upon, among other things: (i) their ability to comply with the terms and conditions of the DIP Orders entered by the Bankruptcy Court in connection with the Chapter 11 Cases; (ii) their ability to maintain adequate cash on hand; (iii) their ability to generate cash flow from operations; (iv) their ability to develop, confirm, and consummate a chapter 11 plan or other alternative restructuring transaction; (v) the availability of incremental draws under the DIP Facilities and (vi) the cost, duration, and outcome of the Chapter 11 Cases. The Debtors' ability to maintain adequate liquidity depends, in part, upon industry conditions and general economic, financial, competitive, regulatory, and other factors beyond the Debtors' control. In the event that cash on hand, cash flow from operations, and cash provided under the DIP Facilities are not sufficient to meet the Debtors' liquidity needs, the Debtors may be required to seek additional financing. The Debtors can provide no assurance that additional financing would be available or,

if available, offered to the Debtors on acceptable terms. The Debtors' access to additional financing is, and for the foreseeable future likely will continue to be, extremely limited if it is available at all. In addition, the Debtors' ability to consummate the Plan is dependent on their ability to satisfy the conditions precedent to the Effective Date. The Debtors can provide no assurance that such conditions will be satisfied. The Debtors' long-term liquidity requirements and the adequacy of their capital resources are difficult to predict at this time.

C. Risks Relating to the Restructuring Transactions Generally

1. The Debtors Will Be Subject to Business Uncertainties and Contractual Restrictions Prior to the Effective Date

Uncertainty about the effects of the Plan on employees may have an adverse effect on the Debtors. These uncertainties may impair the Debtors' ability to retain and motivate key personnel and could cause customers and others that deal with the Debtors to defer entering into contracts with the Debtors or making other decisions concerning the Debtors or seek to change existing business relationships with the Debtors. In addition, the Debtors are highly dependent on the efforts and performance of their senior management team. If key employees depart because of uncertainty about their future roles and potential complexities of the Restructuring Transactions, the Debtors' business, financial condition, liquidity, and results of operations could be adversely affected.

2. The Support of the Consenting Stakeholders is Subject to the Terms of the Restructuring Support Agreement Which is Subject to Termination in Certain Circumstances

Pursuant to the Restructuring Support Agreement, the Consenting Stakeholders have agreed to support the restructuring transactions set forth in the Plan. Nevertheless, the Restructuring Support Agreement is subject to termination upon the occurrence of certain termination events (including the failure of the Debtors to satisfy the milestones set forth therein). Accordingly, the Restructuring Support Agreement may be terminated after the date of this Disclosure Statement, and such a termination would present a material risk to Confirmation and/or Consummation of the Plan because the Plan may no longer have the support of the Consenting Stakeholders.

3. The Debtors Might Experience Difficulty in Continuing to Retain, Motivate, and Recruit Executives and Other Key Employees in Light of Uncertainty Regarding the Plan, and Failure to Do So Could Negatively Affect the Debtors' Businesses

The Debtors' employees are key to a successful restructuring process, both before and after the Effective Date (under the Equitization Scenario). As such, the Debtors' ability to retain, motivate, and recruit employees successfully is necessary to minimize any disruptions to the Debtors' business operations that can result from the restructuring. Specifically, employees might feel uncertainty about their future roles or incentives with the Company and both seek employment at a competitor company and lure other employees to follow suit. Additionally, the potential distractions of the restructuring may adversely affect the ability of the Debtors to retain, motivate, and recruit executives and other key employees and keep them focused on applicable strategies and goals. If any of this occurs, it will have a negative impact on the Debtors' business operations. Accordingly, the Debtors' employee recruitment, retention, and motivation efforts are critical to the success of these Chapter 11 Cases and their ability to operate on a go-forward basis in the event that the Equitization Scenario is pursued.

4. Failure to Implement the Restructuring Transactions and Confirm and Consummate the Plan Could Negatively Impact the Debtors

If the Restructuring Transactions are not implemented, the Debtors may consider other restructuring alternatives available at that time, subject to the Restructuring Support Agreement, which may include the filing of an alternative chapter 11 plan, conversion to chapter 7, or any other transaction that would maximize value of the Debtors' Estates. Any alternative restructuring proposal may be on terms less favorable to Holders of Claims against the Debtors than the terms of the Plan as described herein.

Any material delay in Confirmation of the Plan, or the Chapter 11 Cases, or the threat of rejection of the Plan by the Bankruptcy Court, would add substantial expense and uncertainty to the process.

Additionally, the Debtors' ongoing business may be adversely affected if the Plan is not confirmed and consummated, which can have the following consequences, among others:

- operations might be impacted negatively from a failure to pursue other beneficial opportunities while the Debtors were focused on developing and implementing the Restructuring Transactions, in which the benefits thereof were not recognized;
- retention of customers and obtainment of new customers may be negatively impacted;
- substantial costs might be incurred in connection with the restructuring, without realizing any of the anticipated benefits of the restructuring;
- the possibility that the Debtors will be unable to repay indebtedness when due and payable; and
- the Debtors might pursue chapter 7 proceedings, resulting in recoveries for creditors and interest holders that are less than contemplated under the Plan or no recovery for such creditors and holders.

5. The Debtors Could Be Subject to Tax Audits and Tax Disputes that Could Have an Adverse Effect on Their Results of Operations and Financial Condition

As a multinational business, the Debtors and their subsidiaries are subject to income taxes in the U.S. and various foreign jurisdictions. Significant judgment is required in determining the Debtors' global provision for income taxes and other tax liabilities. In the ordinary course of a global business, there are many intercompany transactions and calculations where the ultimate tax determination is uncertain. The income tax returns of the Debtors and their domestic and foreign subsidiaries are routinely and currently subject to audits by multiple tax authorities. Although the Debtors regularly assess the likelihood of adverse outcomes resulting from these examinations to determine their tax estimates, a final determination of tax audits or tax disputes could have a material adverse effect on their results of operations and financial condition. The Debtors and their subsidiaries are also subject to non-income taxes, such as sales, use, franchise, property and goods and services taxes in the U.S. and various foreign jurisdictions. They are regularly and currently under audit by tax authorities with respect to these non-income taxes and may have exposure to additional non-income tax liabilities which could have a material adverse effect on the Debtors' results of operations and financial condition.

In addition, the future effective tax rates of the Debtors and their subsidiaries could be favorably or unfavorably affected by changes in tax rates, changes in the valuation of their deferred tax assets or liabilities, or changes in tax laws or their interpretation. Such changes could have a material adverse impact on their financial results.

For a detailed description of the effect consummation of the Plan may have on the Debtors' tax attributes, see "Certain United States Federal Income Tax Consequences."

6. Certain Tax Implications of the Plan

Holders of Allowed Claims should carefully review Article XIX, entitled "Certain U.S. Federal Income Tax Consequences of the Plan" to determine how the tax implications of the Plan may adversely affect the Holders of certain Claims. Each Holder should consult its own tax advisors regarding the tax consequences of the Plan, based upon the particular circumstances pertaining to such Holder.

7. The Debtors' Operations or Ability to Emerge May be Impacted by the Continuing COVID-19 Pandemic

The business and financial results of the Debtors have been and may continue to be negatively impacted by the COVID-19 pandemic, particularly the Debtors' work area recovery business, and could be similarly negatively

impacted by other pandemics or epidemics in the future. The severity, magnitude, and duration of the current COVID-19 pandemic is uncertain, rapidly changing and hard to predict. Although restrictions have been relaxed in various jurisdictions, the financial losses suffered in those jurisdictions will not be easily recovered.

Additionally, the COVID-19 pandemic's lasting impact on the global and national economy is uncertain. If overall economic conditions remain depressed, it could negatively impact the Company's business as well as its customers' businesses.

These impacts of the COVID-19 pandemic or other global or regional health pandemics or epidemics could have the effect of heightening many of the other risks described in this "Risk Factors" section, such as those relating to the Debtors' results of operations or financial condition. The Debtors might not be able to predict or respond to all impacts on a timely basis to prevent near- or long-term adverse impacts to their results. The ultimate impact of these disruptions also depends on events beyond the knowledge or control of the Debtors, including the duration and severity of any outbreak and actions taken by parties other than the Debtors to respond to them. Any of these disruptions could have a negative impact on the Debtors' business operations, financial performance, and results of operations, which impact could be material.

D. Risks Relating to the Sale Transactions

1. The Debtors Might Not Be Able to Satisfy Closing Conditions in Connection with One or More Sale Transactions

It is possible that the Debtors might not be able to satisfy the conditions for closing one or more asset sales in connection with a Sale Transaction or that counterparties in such Sales Transactions could exercise any relevant termination rights in accordance with the terms thereof.

2. A Sale Transaction Will Affect the Debtors' Operations

One or more groups of assets of the Debtors may be sold pursuant to Bankruptcy Code sections 105, 363 and 365. In the Equitization Scenario, any remaining assets of the Debtors will be transferred to the Reorganized Debtors and will be operated in the ordinary course. The Reorganized Debtors are anticipated to continue operating the remaining assets in the Equitization Scenario and expect to enter into one or more transition services agreements with the Purchasers in order to provide and receive certain services. The transition services agreements have not yet been negotiated (other than the transition services agreement with Redcentric). The terms and conditions of any transition services agreement (including, but not limited to, the transition services agreement entered into by certain of the Debtors and Redcentric Solutions Limited as part of the Redcentric Sale pursuant to the so-ordered stipulation entered by the Bankruptcy Court on July 6, 2022 [Docket No. 470]), as well as the services provided by the Purchasers and Redcentric thereunder, may affect the Reorganized Debtors' operations and business in the Equitization Scenario.

E. Risks Relating to the Equitization Scenario and the Reorganized Debtor Equity

1. There Will Be Inherent Uncertainty in the Debtors' Financial Projections Such that the Reorganized Debtors May Not Be Able to Meet the Projections

The Financial Projections will include projections covering the Debtors' operations for the fiscal years 2022 through 2027. These projections will be based on assumptions that are an integral part of the projections, including Confirmation and Consummation of the Plan in accordance with its terms, the anticipated future performance of the Debtors, industry performance, general business and economic conditions, and other matters, many of which are beyond the control of the Debtors and some or all of which may not materialize.

In addition, unanticipated events and circumstances occurring after the date hereof may affect the actual financial results of the Debtors' operations. These variations may be material and may adversely affect the value of the Reorganized Debtor Equity and the ability of the Debtors to make payments with respect to their indebtedness. Because the actual results achieved may vary from projected results, perhaps significantly, the Financial Projections should not be relied upon as a guarantee or other assurance of the actual results that will occur.

Further, the Debtors appreciate the risk that these Chapter 11 Cases could have on financial results, as restructuring activities and expenses can impact a debtor's financial condition. As a result, the Debtors' historical financial performance likely will not be indicative of their financial performance after the Petition Date. In addition, if the Debtors emerge from the Chapter 11 Cases, the amounts reported in subsequent consolidated financial statements may materially change relative to historical consolidated financial statements, including as a result of revisions to the Debtors' operating plans pursuant to a plan. The Debtors also may be required to adopt fresh start accounting, in which case their assets and liabilities will be recorded at fair value as of the fresh start reporting date, which may differ materially from the recorded values of assets and liabilities on the Debtors' consolidated balance sheets. The Debtors' financial results after the application of fresh start accounting also may be different from historical trends.

Lastly, the business plan was developed by the Debtors with the assistance of their advisors. There can be no assurances that the Debtors' business plan will not change, perhaps materially, as a result of decisions that the board of directors may make after reevaluating the strategic direction of the Debtors and their business plan. Any deviations from the Debtors' existing business plan would necessarily cause a deviation from the Financial Projections, and could result in materially different outcomes from those projected.

2. The Debtors May Not Be Able to Achieve Their Projected Financial Results

The Debtors may not be able to meet their projected financial results or achieve the revenue or cash flow that the Debtors have assumed in projecting their future business prospects. If the Debtors do not achieve these projected revenue or cash flow levels, the Debtors may lack sufficient liquidity to continue operating as planned after emergence. The financial projections represent management's view based on currently known facts and hypothetical assumptions about their future operations. However, they do not guarantee the Debtors' future financial performance.

3. The Implied Valuation of the Reorganized Debtor Equity Will Not Be Intended to Represent the Trading Value of the Reorganized Debtor Equity

The Reorganized Debtors' valuation will not be intended to represent the trading value of the Reorganized Debtor Equity in public or private markets and is subject to additional uncertainties and contingencies, all of which are difficult to predict. If a market were to develop, actual market prices of such securities at issuance will depend on the following considerations, among other things: (a) prevailing interest rates; (b) conditions in the financial markets; (c) the anticipated initial securities holdings of prepetition creditors, some of whom may prefer to liquidate their investment rather than hold it on a long-term basis; and (d) other factors that generally influence the prices of securities. The actual market price of the Reorganized Debtor Equity may be volatile. Many factors, including factors unrelated to the Reorganized Debtors' actual operating performance and other factors not possible to predict, could cause the market price of the Reorganized Debtor Equity to rise and fall. Accordingly, any implied value of the securities to be issued under the Plan will not necessarily reflect, and should not be construed as reflecting, values that will be attained for the Reorganized Debtor Equity in the public or private markets.

4. The Equitization Scenario Exchanges Senior Indebtedness for Junior Securities

If the Plan is confirmed and consummated under the Equitization Scenario, certain Holders of Term Loan DIP Facility Claims and First Lien Credit Agreement Claims will receive Reorganized Debtor Equity. Thus, in agreeing to the Plan and the Equitization Scenario, certain of such Holders will be consenting to the exchange of their interests in senior debt, which has, among other things, a stated interest rate, a maturity date, and a liquidation preference over equity securities, for the Reorganized Debtor Equity, which will be subordinate to all future creditor claims.

5. A Liquid Trading Market for the Reorganized Debtor Equity May Not Develop

The Debtors make no assurance that liquid trading markets for the Reorganized Debtor Equity will develop. The liquidity of any market for the Reorganized Debtor Equity will depend, among other things, upon the number of Holders of Reorganized Debtor Equity, the Reorganized Debtors' financial performance, and the market for similar Securities, none of which can be determined or predicted. Therefore, the Debtors cannot assure that an active trading market will develop or, if a market develops, what the liquidity or pricing characteristics of that market will be.

6. The Debtors May Be Controlled by Significant Holders

If the Plan is confirmed and consummated under the Equitization Scenario, Holders of Term Loan DIP Facility Claims and First Lien Credit Agreement Claims will receive the Reorganized Debtor Equity. Such Holders will own 100% of the Reorganized Debtor Equity, which may be subject to dilution for equity issued, among other things, (i) in connection with an Exit Facility, (ii) in connection with any management incentive plan and/or (iii) after the Plan Effective Date. If Holders of a significant portion of the Reorganized Debtor Equity were to act as a group, such Holders would be in a position to control the outcome of actions requiring shareholder approval.

7. The Reorganized Debtor Equity is Subject to Dilution

The ownership percentage represented by the Reorganized Debtor Equity distributed on the Effective Date under the Plan may be subject to dilution from the MIP Equity issued in connection with the Management Incentive Plan and the conversion of any other options, warrants, convertible securities, exercisable securities, or other securities that may be issued post-emergence.

8. The Debtors May Not Be Able to Generate Sufficient Cash to Service All of Their Indebtedness

The Debtors' ability to make scheduled payments on, or refinance their debt obligations, depends on the Debtors' financial condition and operating performance, which are subject to prevailing economic, industry, and competitive conditions and to certain financial, business, legislative, regulatory, and other factors beyond the Debtors' control. The Debtors may be unable to maintain a level of cash flow from operating activities sufficient to permit the Debtors to pay the principal, premium, if any, and interest on their indebtedness, including, without limitation, borrowings in connection with emergence.

9. Failure to Adapt to Changes in Technology and Customer Demand for the Debtors' Products and Services May Adversely Affect the Debtors' Business and Results of Operations

The Debtors operate in a complex and rapidly shifting market characterized by rapid, and sometimes disruptive, technological developments, evolving industry standards, frequent new product introductions and enhancements, changes in customer requirements, and a limited ability to accurately forecast future customer orders. The Debtors' future success depends in part on their ability to continue to develop technology solutions that keep pace with evolving industry standards and changing customer demands. Despite the market-leading position of their legacy third-party shared recovery infrastructure and data center colocation, enterprise adoption of public cloud technology created significant pressure on the Debtors' historical business model and pushed the Debtors' traditional operations into structural decline. In response, the Debtors have built a new set of more solution-oriented services to address more modern customer needs in the form of integrated solutions, such as "Recovery as a Service," enterprise cloud and enterprise managed services, which now encompass a large portion of the Company's global revenue. However, the Company has not been able to grow those new services fast enough to offset the decline of their legacy products. Additionally, changes in technology, standards, and in the Debtors' customers' businesses continue to occur rapidly and at unpredictable intervals, and the Debtors may not be able to respond adequately. The impact of these changes may be magnified by the continued rapid growth of the Internet and the intense competition in the Debtors' industry. If the Debtors are unable to successfully update and integrate their products and services to adapt to these changes, or if the Debtors do not successfully develop new products and services needed by their customers to keep pace with these changes, the Debtors' business and financial results may suffer. For example, demand for traditional services has continued to decline as the falling price of IT infrastructure and the perceived risk of utilizing shared assets has lead more customers to in-source recovery. The Debtors expect these trends to continue, and as a result, the Debtors expect revenue and EBITDA from traditional services to continue to decline. There can be no assurance that the Debtors will be able to offset swiftly enough any such future decline with revenue and EBITDA from new products and services.

The Debtors' ability to keep up with technology and business changes is subject to a number of risks, and the Debtors may find it difficult or costly to, among other things: (i) update their products and services and develop new products and services fast enough to meet customers' needs; (ii) make some features of the Debtors' products

and services work effectively and securely over the Internet and private networks; (iii) update the Debtors' products and services to keep pace with business, regulatory, and other developments in the industries where the Debtors' customers operate; and (iv) update the Debtors' services to keep pace with advancements in hardware, software, security and telecommunications technology.

Some technological changes, such as advancements that have facilitated the ability of the Debtors' customers to develop their own internal solutions, may render some of the Debtors' products and services less valuable or eventually obsolete. In addition, because of ongoing, rapid technological changes, the useful lives of some technology assets have become shorter and customers are therefore replacing these assets more often. As a result, the Debtors' customers are increasingly expressing a preference for contracts with shorter terms, which could make the Debtors' revenue less predictable in the future.

The Debtors could also incur substantial costs if they need to modify their services or infrastructure in order to adapt to these changes. For example, the Debtors' data center infrastructure could require improvements due to (i) the development of new systems to deliver power to or eliminate heat from the servers they house, (ii) the development of new server technologies that require levels of critical load and heat removal that the Debtors' facilities are not designed to provide; or (iii) a fundamental change in the way in which the Debtors deliver services. The Debtors may not be able to timely adapt to changing technologies, if at all. The Debtors' ability to sustain and grow their business would suffer if they fail to respond to these changes in a timely and cost-effective manner.

10. The Debtors May Fail to Retain or Attract Customers, Which Would Adversely Affect the Debtors' Business and Financial Results

The Debtors' future revenue is dependent in large part upon the retention and growth of their existing customer base, in terms of customers continuing to purchase products and services, including renewals of services contracts. Existing customers may decide not to renew or reduce their contracts with the Debtors or not to purchase additional products or services from the Debtors in the future, which could have a material adverse effect on the Debtors' business and results of operations. In these cases, there can be no assurance that the Debtors will be able to retain these customers. A variety of factors could affect the Debtors' ability to successfully retain and attract customers, including the level of demand for their products and services, the level of customer spending for information technology, the level of competition from customers that develop their own solutions internally and from other vendors, the quality of the Debtors' customer service, the Debtors' ability to update their products and develop new products and services needed by customers and the Debtors' ability to integrate and manage acquired businesses. Further, the markets in which the Debtors operate are highly competitive and the Debtors may not be able to compete effectively. The Debtors' services revenue, which has been largely recurring in nature, comes from the sale of the Debtors' products and services under fixed-term contracts. The Debtors do not have a unilateral right to extend these contracts at the end of their term. If customers cancel or decide not to renew their contracts, or if customers reduce the usage levels or asset values under their contracts, the Debtors' business and financial results could be adversely and materially affected.

11. The Debtors' Business Depends Largely on the Economy, and a Slowdown or Downturn in the Economy Could Adversely Affect the Debtors' Business and Results of Operations

A slowdown or downturn in the economy may cause the Debtors' business and financial results to suffer for a number of reasons. The Debtors' customers may react to worsening conditions by reducing their capital expenditures in general or by specifically reducing their IT spending. In addition, customers may delay or cancel IT projects or seek to lower their costs by renegotiating vendor contracts. Also, customers with excess IT resources may choose to take their information availability solutions in-house rather than obtain those solutions from the Debtors. Moreover, competitors of the Debtors may respond to market conditions by lowering prices and attempting to lure away the Debtors' customers to lower cost solutions. If any of these circumstances remain in effect for an extended period of time, such circumstances could have a material adverse effect on the Debtors' financial results. Because the Debtors' financial performance tends to lag behind fluctuations in the economy, the Debtors' recovery from any particular downturn in the economy may not occur until after economic conditions have generally improved.

12. Catastrophic Events May Disrupt or Otherwise Adversely Affect the Markets in Which the Debtors Operate, the Debtors' Business, and the Debtors' Profitability

The Debtors' business may be adversely affected by a war, terrorist attack, ransomware attack, natural disaster or other catastrophe. A catastrophic event could have a direct negative impact or an indirect impact on the Debtors by, for example, affecting the Debtors' customers, the financial markets, or the overall economy. The potential for a direct impact is due primarily to the Debtors' significant investment in their infrastructure. Although the Debtors maintain redundant facilities and have contingency plans in place to protect against both man-made and natural threats, it is impossible to fully anticipate and protect against all potential catastrophes. Despite the Debtors' preparations, a security breach, criminal act, military action, power or communication failure, flood, severe storm, or the like could lead to service interruptions and data losses for customers, disruptions to operations, or damage to the Debtors' facilities. The same disasters or circumstances that may lead to the Debtors' customers requiring access to the Debtors' availability services may negatively impact the Debtors' own ability to provide such services. The Debtors' four largest availability services facilities are particularly important, and a major disruption at one or more of those facilities could disrupt or otherwise impair the Debtors' ability to provide services to their customers. If any of these events happen, the Debtors may be exposed to unexpected liability, their customers may leave, their reputation may be tarnished, and there could be a material adverse effect on the Debtors' business and financial results.

The Debtors have experienced service interruptions that are the result of power equipment failures that can lead to a brief power outage within a data center, HVAC equipment failures that can lead to high temperature conditions in a data center which in turn triggers customer IT equipment to shut down, and network equipment issues that can lead to high latency or slow response times or system unavailable conditions for the end-user.

Any future service interruptions could: (i) cause the Debtors' customers to seek damages for losses incurred or require the Debtors to provide service level credits; (ii) require the Debtors to replace existing equipment or add redundant facilities; (iii) affect the Debtors' reputation as a reliable provider of IT related services; (iv) cause existing customers to cancel or elect to not renew contracts; and (v) make it more difficult to attract new customers. Any of these events could materially increase the Debtors' expenses or reduce their revenue, which would have a material adverse effect on the Debtors' operating results.

13. Existing and Increased Competition in the Cloud and Hosting Services May Adversely Affect the Debtors' Business Results and Operations

The market for cloud and hosting services is highly competitive. The Debtors expect to face intense competition from their existing competitors as well as additional competition from new market entrants in the future as the actual and potential market for hosting and cloud continues to grow. The Debtors' current and potential competitors vary by size, service offerings, and geographic region. These competitors may elect to partner with each other or with focused companies like the Debtors to grow their businesses. They include:

- do-it-yourself solutions with a colocation partner such as AT&T, Equinix, CenturyLink, and other telecommunications companies;
- IT outsourcing providers such as CSC, Hewlett-Packard, and IBM;
- managed hosting providers such as CenturyLink and Rackspace;
- original equipment manufacturers such as Dell EMC; and
- cloud providers such as AWS, CenturyLink, IBM, Microsoft, Google, and Rackspace.

The primary competitive factors in the Debtors' market are customer-service and technical expertise, security reliability and functionality, reputation and brand recognition, financial strength, breadth of services offered, and price. Many of the Debtors' current and potential competitors have substantially greater financial, technical, and marketing resources, larger customer bases, longer operating histories, greater brand recognition, and more established relationships in the industry than the Debtors do. As a result, some of these competitors may be able to: (i) develop superior products or services, gain greater market acceptance, and expand their service offerings more efficiently or

more rapidly; (ii) adapt to new or emerging technologies and changes in customer requirements more quickly; (iii) bundle hosting services with other services such competitors provide at reduced prices; (iv) take advantage of acquisition and other opportunities more readily; (v) adopt more aggressive pricing policies and devote greater resources to the promotion, marketing, and sales of their services, which could cause the Debtors to have to lower prices for certain products or services to remain competitive in the market; and (vi) devote greater resources to the research and development of their products and services.

14. Customers Taking Their Information Availability Solutions In-House or Leveraging Inexpensive Shared Cloud-Based Solutions May Create Greater Pressure on the Debtors' Organic Revenue Growth Rate

The Debtors' solutions allow customers to leverage the Debtors' technology expertise and process-IP, resource management capabilities, and substantial infrastructure investments. Technological advances in recent years have significantly reduced the cost and the complexity of developing in-house IT availability solutions. Some customers, especially among the very largest having significant IT resources, prefer to develop and maintain their own in-house availability solutions, which can result in a loss of revenue from those customers. If this trend continues or worsens, the Debtors will be subject to continued pressure on their organic revenue growth rate. In addition, cloud-based solutions are often perceived as inherently redundant and highly available. This is a misconception, as high availability is only provided when expressly engineered into a cloud environment. However, this belief, along with the opportunity to leverage inexpensive cloud infrastructure for shared recovery options can, over time, become a more significant competitive threat, especially in the area of availability solutions for less critical applications.

15. The Trend toward Information Availability Solutions Utilizing More Single Customer Dedicated Resources May Lower the Debtors' Overall Operating Margin Rate Over Time

The information availability services industry, especially among the Debtors' more sophisticated customers, is characterized by a preference for solutions that utilize some level of dedicated resources, such as blended advanced recovery services and managed services. This is primarily due to the fact that adding dedicated resources, although more costly, provides greater control, reduces data loss, and facilitates quicker responses to business interruptions. Advanced recovery services often result in greater use of dedicated resources with a modest decrease in operating margin rate. Managed services require significant dedicated resources and therefore have an appropriately lower operating margin rate.

16. Service Level Commitments Provided to the Debtors' Customers Could Require the Debtors to Issue Credits for Future Services if the Stated Service Levels Are Not Met, Which Could Significantly Decrease the Debtors' Revenue and Harm Their Reputation

The Debtors' customer agreements require the Debtors to maintain certain service level commitments relating primarily to service availability and performance metrics. If the Debtors are unable to meet the stated service level commitments, they may be contractually obligated to provide these customers with credits, refunds, or termination rights. A failure to deliver services for a relatively short duration could therefore cause the Debtors to issue such credits to a large number of affected customers. In addition, the Debtors cannot be assured that their customers will accept these credits alone in lieu of legal or other remedies that may be available to them through negotiation. The Debtors' failure to meet their commitments could also result in substantial customer dissatisfaction or loss. Because of the loss of future revenue through these credits, potential customer loss and other potential liabilities, the Debtors' revenue could be significantly impacted if they cannot meet their service level commitments to their customers.

17. The Debtors Are Subject to Risks Associated with Doing Business Internationally

A portion of the Debtors' revenue is generated outside the United States, primarily from customers located in the United Kingdom, Continental Europe, and India. Additionally, the Debtors' United States and Canadian customers, as well as the Debtors' operations are serviced by Company employees outside of North America, particularly from Sungard AS India. Because the Debtors sell and provide their services outside the United States,

and are reliant on the Company's non-Debtor affiliates for services and operations, their business is subject to risks associated with doing business internationally, which include:

- changes in a specific country's or region's political and cultural climate or economic condition;
- unexpected or unfavorable changes in foreign laws and regulatory requirements;
- difficulty to effectively enforce contractual provisions in local jurisdictions;
- inadequate intellectual property protection in foreign countries;
- trade-protection measures, import or export licensing requirements such as Export Administration Regulations promulgated by the U.S. Department of Commerce, economic sanctions laws and regulations administered by the Office of Foreign Assets Control and fines, penalties or suspension, or revocation of export privileges;
- the contagion risk of Sungard AS UK being in administration;
- the sale or dissolution of the Company's non-Debtor affiliates;
- violations of the United States Foreign Corrupt Practices Act, the U.K. Anti-bribery Act or similar laws;
- privacy and data protection regulation;
- the effects of applicable and potentially adverse foreign tax law changes;
- significant adverse changes in foreign currency exchange rates;
- longer accounts receivable cycles;
- managing a geographically dispersed workforce; and
- difficulties associated with repatriating cash in a tax-efficient manner.

Any failure to adapt to these or other changing conditions in foreign countries in which the Debtors conduct business could have an adverse effect on the Debtors' business and financial results.

18. The Debtors May Overestimate or Underestimate Their Data Center Capacity Requirements, and their Operating Margins and Profitability Could Be Adversely Affected

The Debtors incur various costs of construction, leasing, and maintenance for their data centers, which constitute a significant portion of the Debtors' capital and operating expenses. In order to manage growth and ensure adequate capacity for new and existing customers while minimizing unnecessary excess capacity costs, the Debtors continuously evaluate their short- and long-term data center capacity requirements. If the Debtors overestimate the demand for their services and secure excess data center capacity, their operating margins could be materially reduced, which would materially impair the Debtors' profitability. Conversely, if the Debtors underestimate their data center capacity requirements, the Debtors may not be able to service the expanding needs of their existing customers and may be required to limit new customer acquisition, which may materially impair the Debtors' revenue growth. The Debtors also lease data centers from data center operators who have built or maintained the facilities for the Debtors. Substantial lead time is necessary in ensuring that available space is adequate for the Debtors' needs and maximizes the Debtors' investment return. If the Debtors inaccurately forecast their space needs, the Debtors may be

forced to enter into a lease that may not properly fit their needs and may potentially be required to pay more to secure the space if the current customer demand were to require immediate space expansion.

19. The Debtors May Not Be Able to Renew the Leases on Their Existing Facilities on Beneficial Terms, if at all, Which Could Adversely Affect the Debtors' Operating Results

The data centers operated by the Debtors are not owned by them and, instead, are occupied by the Debtors pursuant to commercial leasing arrangements. Upon the expiration or termination of such data center facility leases, the Debtors may not be able to renew these leases on beneficial terms, if at all. If the Debtors fail to renew any data center lease and are required or choose to move the data center to a new facility, they would face significant challenges due to the technical complexity, risk, and high costs of relocating the equipment. For example, if the Debtors are required to migrate customer servers to a new facility, such migration could result in significant downtime for the affected customers. This could damage the Debtors' reputation and lead them to lose current and potential customers, which would harm the Debtors' operating results and financial condition. Alternatively, many agreements entered into by the Debtors grant the customer with the ability to terminate the Debtors' services in the event the Debtors migrate such customers' infrastructure to another data center. If the customer decides to exercise such termination right, the Debtors' operating results would be adversely affected. If the Debtors renew a lease with higher rental rates but fail to increase revenue in their existing data centers by amounts sufficient to offset any increases in rental rates, the Debtors' operating results may be materially and adversely affected.

20. Power Rate Increases, Power Outages, and Limited Availability of Electrical Resources May Adversely Affect the Debtors' Operating Results

The Debtors' data centers are susceptible to regional costs, carbon and other taxes, and supply of power and electrical power outages. The Debtors attempt to limit exposure to system downtime by using backup generators and power supplies. However, the Debtors may not be able to limit their exposure entirely even with these protections in place. In addition, the Debtors' energy costs can fluctuate significantly or increase for a variety of reasons including increased pressure on legislators to pass green legislation. As energy costs increase, the Debtors may not always be able to pass on the increased costs of energy to their clients, which could harm the Debtors' business. Power and cooling requirements at the Debtors' data centers are also increasing as a result of the increasing power demands of today's servers. Where the Debtors rely on third parties to provide their data centers with power sufficient to meet their clients' power needs, their data centers could have a limited or inadequate amount of electrical resources. The Debtors' clients' demand for power may also exceed the power capacity in the Debtors' older data centers, which may limit the Debtors' ability to fully utilize these data centers. This could adversely affect the Debtors' relationships with their clients and hinder the Debtors' ability to run their data centers, which could harm their business.

21. Increased Internet Bandwidth Costs and Network Failures May Adversely Affect the Debtors' Operating Results

The Debtors are dependent on third-party providers to supply products and services to their own customers. For example, the Debtors lease or otherwise procure equipment from equipment providers, bandwidth capacity from telecommunications network providers, data center space from third-party landlords, power services from local utilities and other energy suppliers, and source equipment maintenance through third parties. While the Debtors have entered into various agreements for equipment, carrier line capacity, data center space, power services, and maintenance, any failure to obtain equipment, additional capacity or space, power services, or maintenance, if required, would impede the growth of the Debtors' business, harm their reputation, and cause their financial results to suffer. The equipment that the Debtors purchase could be deficient in some way, thereby affecting the Debtors' products and services. The Debtors' clients that use the equipment and facilities the Debtors lease or the services of these telecommunication providers may in the future experience difficulties due to failures unrelated to the Debtors' systems. Additionally, any one of these third-party providers could suffer financial failure and, as a result, become incapable of supplying products and services to the Debtors. If, for any reason, these providers fail to provide the required services to the Debtors or their clients or suffer other failures, the Debtors may incur financial losses and their clients may lose confidence in the Debtors, and the Debtors may not be able to retain these clients. As customer base grows and their usage of telecommunications capacity increases, the Debtors will be required to make additional investments in their capacity to maintain adequate data transmission speeds, the availability of which may be limited or the cost of which may be on terms unacceptable to the Debtors. If adequate capacity is not available to the Debtors

as their customers' usage increases, the Debtors' network may be unable to achieve or maintain sufficiently high data transmission capacity, reliability or performance.

22. The Debtors May Be Adversely Affected by Potential Litigation, Including Litigation Arising Out of the Chapter 11 Cases

In the future, the Debtors or Reorganized Debtors may become a party to litigation. In general, litigation can be expensive and time consuming to bring or defend against. Such litigation could result in settlements or damages that could significantly affect the Debtors' financial results. It is also possible that certain parties will commence litigation with respect to the treatment of their Claims under the Plan. It is not possible to predict the potential litigation that the Debtors may become party to, nor the final resolution of such litigation. The impact of any such litigation on the Debtors' businesses and financial stability, however, could be material.

23. The Debtors' Business Could Be Harmed by Cyber-Attacks

The Debtors' vulnerability to cyber-attacks is heightened by several features of their operations, including their (i) material reliance on the Company's networks to conduct operations, (ii) transmission of large amounts of data over their systems and (iii) processing and storage of sensitive customer data.

Cyber-attacks on the Debtors' systems may stem from a variety of sources, including fraud, malice or sabotage on the part of foreign nations, third parties, vendors, or employees and attempts by outside parties to gain access to sensitive data that is stored in or transmitted across the Debtors' network. Cyber-attacks can take many forms, including computer hackings, computer viruses, ransomware, worms or other destructive or disruptive software, denial of service attacks, or other malicious activities. Cyber-attacks can put at risk personally identifiable customer data or protected health information, thereby implicating stringent domestic and foreign data protection laws. These threats may also arise from failure or breaches of systems owned, operated or controlled by other unaffiliated operators to the extent the Debtors' rely on them to operate their business. Various other factors could intensify these risks, including, (i) the Debtors' maintenance of information in digital form stored on servers connected to the Internet, (ii) the Debtors' use of open and software-defined networks, (iii) the complexity of the Debtors' multi-continent network composed of legacy and acquired properties, (iv) growth in the size and sophistication of the Debtors' customers and their service requirements, (v) increased use of the Debtors' network due to greater demand for data services and (vi) the Debtors' increased incidence of employees working from remote locations.

Like other prominent technology companies, the Debtors and their customers are constant targets of cyber-attacks. The risk of breaches is likely to continue to increase due to several factors, including the increased visibility and targeting resulting from these Chapter 11 Cases, increasing sophistication of cyber-attacks and the wider accessibility of cyber-attack tools. Known and newly discovered software and hardware vulnerabilities are constantly evolving, which increases the difficulty of detecting and successfully defending against them. Defenses against cyber-attacks currently available to U.S. companies are unlikely to prevent intrusions by a highly-determined, highly-sophisticated hacker. Consequently, the Debtors may be unable to implement security barriers or other preventative measures that repel all future cyber-attacks.

Although the Debtors maintain insurance coverage that may, subject to policy terms and conditions (including self-insured deductibles, coverage restrictions and monetary coverage caps), cover certain aspects of the Debtors' cyber risks, such insurance coverage may be unavailable or insufficient to cover all losses.

Cyber-attacks could (i) disrupt the proper functioning of the Debtors' networks and systems, which could in turn disrupt the operations of their customers, (ii) result in the destruction, loss, theft, misappropriation or release of proprietary, confidential, sensitive, classified or otherwise valuable information of the Debtors, their employees, their customers or their customers' end users, (iii) require the Debtors to notify customers, regulatory agencies or the public of data breaches, (iv) require the Debtors to provide credits for future service to their customers or to offer expensive incentives to retain customers; (v) subject the Debtors to claims by their customers or regulators for damages, fines, penalties, license or permit revocations or other remedies, (vi) damage the Debtors' reputation or result in a loss of business, (vii) result in the loss of industry certifications or (viii) require significant management attention or financial resources to remedy the resulting damages or to change the Debtors' systems. Any or all of the foregoing developments could have a material adverse impact on the Debtors.

24. Even if the Restructuring Transactions Are Successfully Consummated, the Debtors Will Continue to Face Risks

The Restructuring Transactions are generally designed to reduce the amount of the Debtors' cash interest expense and improve the Debtors' liquidity and financial and operational flexibility to generate long-term growth. Even if the Restructuring Transactions are implemented, the Debtors will continue to face a number of risks, including certain risks that are beyond the Debtors' control, such as changes in economic conditions, changes in the Debtors' industry, and changes in commodity prices. As a result of these risks and others, there is no guarantee that the Restructuring Transactions will achieve the Debtors' stated goals.

25. Liquidity Risks

The Reorganized Debtors' ability to carry out capital spending that is important to their growth and productivity will depend on a number of factors, including future operating performance and ability to achieve the business plan. These factors will be affected by general economic, financial, competitive, regulatory, business, and other factors that are beyond the Reorganized Debtors' control.

F. General Disclaimer

1. Information Contained Herein Is Solely for Soliciting Votes

The information contained in this Plan and Disclosure Statement is for the purpose of soliciting acceptances of the Plan and may not be relied upon for any other purpose. Specifically, this Plan and Disclosure Statement is not legal advice to any Person or Entity. The contents herein should not be construed as legal, business, or tax advice. Each reader should consult its own legal counsel and accountant with regard to any legal, tax, and other matters concerning its Claim or Interest. This Plan and Disclosure Statement may not be relied upon for any purpose other than to determine how to vote to accept or reject the Plan and whether to object to Confirmation.

2. Plan and Disclosure Statement May Contain Forward-Looking Statements

This Plan and Disclosure Statement may contain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, as amended. Such statements consist of any statement other than a recitation of historical fact and can be identified by the use of forward-looking terminology such as "may," "expect," "anticipate," "estimate," or "continue," the negative thereof, or other variations thereon or comparable terminology.

The Debtors consider all statements regarding anticipated or future matters, including the following, to be forward-looking statements:

- any future effects as a result of the filing or pendency of the Chapter 11 Cases;
- financing plans;
- sale plans;
- competitive position;
- business strategy;
- budgets;
- projected cost reductions;
- projected and estimated liability costs, including tort, and environmental costs and costs of environmental remediation;
- growth opportunities for existing products and services;
- results of litigation;
- disruption of operations;
- contractual obligations;
- projected general market conditions;
- plans and objectives of management for future operations;

- projected dividends;
- projected price increases;
- effect of changes in accounting due to recently issued accounting standards;
- the effect of the COVID-19 pandemic on the Debtors' industry, business, and operations.
- off-balance sheet arrangements;
- the Debtors' expected future financial position, liquidity, results of operations, profitability, and cash flows;
- growth opportunities for existing products and services; and

Statements concerning these and other matters are not guarantees of the Debtors' future performance. The reader is cautioned that all forward-looking statements are necessarily speculative. The Liquidation Analysis, the Valuation Analysis and the Financial Projections (each of which will be filed with the Bankruptcy Court, to the extent applicable, no later than seven (7) days before the Voting Deadline) and other information contained herein and in the Plan Supplement are estimates only, and the timing and amount of actual distributions to Holders of Allowed Claims and Interests, if any, may be affected by many factors that cannot be predicted. Forward-looking statements represent the Debtors' estimates and assumptions only as of the date such statements were made. There are risks, uncertainties, and other important factors that could cause the Debtors' actual performance or achievements to be materially different from those they may project, and the Debtors undertake no obligation to update any such statement.

3. This Plan and Disclosure Statement Has Not Been Approved by the United States Securities and Exchange Commission

This Plan and Disclosure Statement has not and will not be filed with the SEC or any state regulatory authority. Neither the SEC nor any state regulatory authority has approved or disapproved of the Securities described in this Plan and Disclosure Statement or has passed upon the accuracy or adequacy of this Plan and Disclosure Statement, or the exhibits or the statements contained in this Plan and Disclosure Statement.

4. No Legal, Business, or Tax Advice Is Provided to You by This Disclosure Statement

THIS PLAN AND DISCLOSURE STATEMENT IS NOT LEGAL, BUSINESS, OR TAX ADVICE TO YOU. The contents of this Plan and Disclosure Statement should not be construed as legal, business, or tax advice. Each Holder of a Claim or Interest should consult his or her own legal counsel and accountant with regard to any legal, tax, and other matters concerning his or her Claim or Interest. This Plan and Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to Confirmation.

5. No Admissions Made

The information and statements contained in this Plan and Disclosure Statement will neither (1) constitute an admission of any fact or liability by any entity (including, without limitation, the Debtors) nor (2) be deemed evidence of the tax or other legal effects of the Plan on the Debtors, Holders of Allowed Claims or Interests, or any other parties-in-interest.

6. Failure to Identify Litigation Claims or Projected Objections

No reliance should be placed on the fact that a particular litigation Claim or projected objection to a particular Claim or Interest is, or is not, identified in this Plan and Disclosure Statement. All Parties, including the Debtors, reserve the right to continue to investigate Claims and Interests and file and prosecute objections to Claims and Interests.

7. No Waiver of Right to Object or Right to Recover Transfers and Assets

The vote by a Holder of an Allowed Claim for or against the Plan does not constitute a waiver or release of any Claims or rights of the Debtors to object to that Holder's Allowed Claim, or to bring Causes of Action or recover any preferential, fraudulent, or other voidable transfer of assets, regardless of whether any Claims or Causes of Action of the Debtors or their respective Estates are specifically or generally identified herein.

8. Information Was Provided by the Debtors and Was Relied Upon by the Debtors' Advisors

Counsel to and other advisors retained by the Debtors have relied upon information provided by the Debtors in connection with the preparation of this Plan and Disclosure Statement. Although counsel to and other advisors retained by the Debtors have performed certain limited due diligence in connection with the preparation of this Plan and Disclosure Statement, they have not independently verified the information contained herein.

9. The Potential Exists for Inaccuracies and the Debtors Have No Duty to Update

The Debtors make the statements contained in this Plan and Disclosure Statement as of the date hereof, unless otherwise specified herein, and the delivery of this Plan and Disclosure Statement after that date does not imply that there has not been a change in the information set forth herein since such date. Although the Debtors have used their reasonable business judgment to ensure the accuracy of all of the information provided in this Plan and Disclosure Statement and in the Plan, the Debtors nonetheless cannot, and do not, confirm the current accuracy of all statements appearing in this Disclosure Statement. Further, although the Debtors may subsequently update the information in this Disclosure Statement, the Debtors have no affirmative duty to do so unless ordered by the Bankruptcy Court.

10. No Representations Outside of the Disclosure Statement Are Authorized

No representations concerning or relating to the Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. In deciding whether to vote to accept or reject the Plan, you should not rely upon any representations or inducements made to secure your acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure Statement, unless otherwise indicated herein. You should promptly report unauthorized representations or inducements to the counsel to the Debtors and the U.S. Trustee.

ARTICLE XIX.
CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

A. Introduction

The following discussion summarizes certain U.S. federal income tax consequences of the implementation of the Plan to the Debtors, the Reorganized Debtors, and certain Holders of Claims entitled to vote on the Plan, and it does not address the U.S. federal income tax consequences to Holders of Claims not entitled to vote on the Plan. This summary is based on the Tax Code, the U.S. Treasury Regulations promulgated thereunder (the "Treasury Regulations"), judicial decisions, revenue rulings and revenue procedures of the Internal Revenue Service (the "IRS"), and any other published administrative rules and pronouncements of the IRS, all as in effect on the date hereof (collectively, "Applicable Tax Law"). Changes in the Applicable Tax Law or new interpretations of Applicable Tax Law may have retroactive effect and could significantly affect the U.S. federal income tax consequences described below. The Debtors have not requested, and will not request, any ruling or determination from the IRS or any other taxing authority, and no legal opinion of counsel will be rendered, with respect to the tax consequences discussed herein. The discussion below is not binding upon the IRS or the courts, and no assurance can be given that the IRS would not assert, or that a court would not sustain, a different position than any position discussed herein.

This summary does not address the Canadian federal, provincial, municipal or local or other non-U.S., state, local, or non-income tax consequences of the Plan (including such consequences with respect to the Debtors or the Reorganized Debtors), nor does it purport to address all aspects of U.S. federal income taxation that may be relevant to a Holder in light of its individual circumstances or to a Holder that may be subject to special tax rules (such as persons who are related to the Debtors within the meaning of the Tax Code, persons liable for alternative minimum

tax, U.S. Holders whose functional currency is not the U.S. dollar, U.S. expatriates, certain former citizens or long-term residents of the United States, broker-dealers, banks, mutual funds, insurance companies, financial institutions, retirement plans, small business investment companies, regulated investment companies, real estate investment trusts, tax-exempt organizations, controlled foreign corporations, passive foreign investment companies, partnerships (or other entities treated as partnerships or other pass-through entities), beneficial owners of partnerships (or other entities treated as partnerships or other pass-through entities), subchapter S corporations, Holders who hold or who will hold Claims or the Reorganized Debtor Equity as part of a straddle, hedge, conversion transaction, or other integrated investment, persons using a mark-to-market method of accounting, and Holders of Claims who are themselves in bankruptcy). Furthermore, this summary assumes that a Holder of a Claim holds only Claims in a single Class and holds such a Claim only as a "capital asset" (within the meaning of section 1221 of the Tax Code). This summary also assumes that the Claims to which any of the Debtors are a party will be respected for U.S. federal income tax purposes in accordance with their form, and that the Claims constitute interests in the Debtors "solely as a creditor" for purposes of section 897 of the Tax Code. The U.S. federal income tax consequences of the implementation of the Plan to the Debtors, the Reorganized Debtors, and Holders of Claims described below will vary depending on the nature of the Restructuring Transactions that the Debtors or the Reorganized Debtors engage in, as applicable. This discussion does not address the U.S. federal income tax consequences to Holders (a) whose Claims are Unimpaired or otherwise entitled to payment in full under the Plan, or (b) that are deemed to accept or deemed to reject the Plan. Additionally, this discussion does not address any consideration being received other than in a person's capacity as a Holder of a Claim. For the avoidance of doubt, this summary does not discuss the treatment of the receipt of the Reorganized Debtor Equity pursuant to the Management Incentive Plan.

For purposes of this discussion, a "U.S. Holder" is a Holder of a Claim (including a beneficial owner of Claims) that is: (a) an individual citizen or resident of the United States for U.S. federal income tax purposes; (b) a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof or the District of Columbia; (c) an estate the income of which is subject to U.S. federal income taxation regardless of the source of such income; or (d) a trust (i) if a court within the United States is able to exercise primary jurisdiction over the trust's administration and one or more United States persons (within the meaning of section 7701(a)(30) of the Tax Code) have authority to control all substantial decisions of the trust or (ii) that has a valid election in effect under applicable Treasury Regulations to be treated as a United States person. For purposes of this discussion, a "Non-U.S. Holder" is any Holder of a Claim that is neither a U.S. Holder nor a partnership (or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes).

If a partnership (or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes) is a Holder of a Claim, the tax treatment of a partner (or other beneficial owner) generally will depend upon the status of the partner (or other beneficial owner) and the activities of the entity. Partners (or other beneficial owners) of partnerships (or other entities treated as partnerships or other pass-through entities) that are Holders of Claims should consult their respective tax advisors regarding the U.S. federal income tax consequences of the Restructuring Transactions.

THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF A CLAIM. ALL HOLDERS OF CLAIMS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE FEDERAL, STATE, LOCAL, NON-U.S., NON-INCOME, AND OTHER TAX CONSEQUENCES OF THE PLAN.

A. Certain U.S. Federal Income Tax Consequences to the Debtors and Reorganized Debtors

1. Effects of Restructuring on the Debtors

The tax consequences of the implementation of the Plan to the Debtors will differ depending on whether the Eagle Sale Scenario or the Equitization Scenario occurs. As of December 31, 2021, the Debtors had approximately $168.4 million of U.S. federal net operating loss carryforwards ("NOLs") and $44.2 million of interest deductions that may be (or become) available under section 163(j) of the Tax Code (the "163(j) Deductions"). The Debtors do not currently believe that they have any other material tax attributes. Given that the Restructuring Transactions will be

implemented at least in part through a Sale Transaction, the Debtors will realize gain or loss in an amount equal to the difference between the value of the Cash (or other consideration received by the Debtors) and the Debtors' tax basis in such assets. Realized gains, if any, may be offset by current-year losses and deductions, which may include 163(j) Deductions and NOLs from prior years (subject to applicable limitations, in a limitation on NOLs incurred on or after January 1, 2018, can be carried forward indefinitely but are subject to an annual limitation of 80% of taxable income); *provided*, that any such gain that is ordinary in nature may not be offset by capital losses. Any taxable gain remaining after such offsets would result in a cash tax obligation.

In the event the Equitization Scenario occurs, the Reorganized Debtors will be treated, to the extent applicable, as a continuation of the existing entities for U.S. federal income tax purposes. They would be subject to the rules set forth in "Cancellation of Indebtedness Income and Reduction of Tax Attributes" and "Limitation on NOLs, 163(j) Deductions and Other Tax Attributes" below. This treatment applies to a corporate debtor irrespective of the treatment applicable to a U.S. Holder of a Claim under the recapitalization rules described in section 368(a)(1)(E) of the Tax Code, as set forth below in "U.S. Federal Income Tax Consequences to the U.S. Holders of Claims Entitled to Vote." The remaining discussion of tax considerations assumes the Equitization Scenario occurs.

2. Cancellation of Indebtedness Income and Reduction of Tax Attributes

In general, absent an exception, a borrower will realize and recognize COD Income upon satisfaction of its outstanding indebtedness for total consideration with a value less than the amount of such indebtedness. The amount of COD Income, in general, is the excess of (i) the adjusted issue price of the indebtedness satisfied, over (ii) the amount of Cash and the fair market value (or adjusted issue price, in the case of debt instruments) of other consideration received in satisfaction of such indebtedness at the time of the exchange.

Under section 108 of the Tax Code, the Debtors will not be required to include any amount of COD Income in gross income if the Debtors are under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding, as would be the case if the Plan were approved. Instead, as a consequence of such exclusion, and as described in greater detail below, any Debtor realizing COD Income must reduce certain of its tax attributes by the amount of COD Income excluded from gross income pursuant to section 108 of the Tax Code. Such reduction in tax attributes occurs only after the tax for the year of the debt discharge has been determined. In general, tax attributes will be reduced in the following order: (i) NOLs, (ii) general business credit carryovers, (iii) capital loss carryovers, (iv) tax basis in assets (but not below the amount of liabilities to which the applicable Reorganized Debtor will remain subject immediately after the discharge) as further described in the following two paragraphs, (v) passive activity loss and credit carryovers, and (vi) foreign tax credit carryovers. Alternatively, a Debtor realizing COD Income may elect first to reduce the basis of its depreciable assets pursuant to section 108(b)(5) of the Tax Code. The 163(j) Deductions are not subject to reduction under these rules. Any excess COD Income over the amount of available tax attributes will generally not give rise to U.S. federal income tax and will generally have no other U.S. federal income tax impact.

Treasury Regulations applicable to an affiliated group of corporations, like the Debtors, provide that the tax attributes of each member that is excluding COD Income are first subject to reduction before reducing tax attributes of other members of such group. To the extent the debtor member's tax basis in stock of a lower-tier member of the affiliated group is reduced, a "look through rule" requires that a corresponding reduction be made to the tax attributes of the lower-tier member. If a debtor member's excluded COD Income exceeds its tax attributes, the excess COD Income is applied to reduce certain remaining consolidated tax attributes of the affiliated group. Any excess COD Income over the amount of available tax attributes is not subject to U.S. federal income tax and generally has no other U.S. federal income tax impact.

The amount of COD Income, if any, and, accordingly, the amount of tax attributes required to be reduced, will depend on the fair market value (or, in the case of debt instruments, the adjusted issue price) of various forms of consideration to be received by Holders of Claims under the Plan. These amounts cannot be known with certainty until after the Effective Date and, as a result, the total amount of attribute reduction as a result of the Plan cannot be determined until after the Effective Date.

3. Limitation on NOLs, 163(j) Deductions and Other Tax Attributes

After giving effect to the reduction in tax attributes pursuant to excluded COD Income described above, the Reorganized Debtors' ability to use any remaining tax attributes post-emergence will be subject to certain limitations under sections 382 and 383 of the Tax Code.

Under sections 382 and 383 of the Tax Code, if the Debtors undergo an "ownership change," the amount of any remaining NOL carryforwards, tax credit carryforwards, 163(j) Deductions, and possibly certain other attributes (potentially including losses and deductions that have accrued economically but are unrecognized as of the date of the ownership change) of the Debtors allocable to periods prior to the Effective Date (collectively, the "Pre-Change Losses") that may be utilized to offset future taxable income generally will be subject to an annual limitation. For this purpose, if a corporation (or consolidated group) has a net unrealized built-in loss at the time of an ownership change (taking into account most assets and items of "built-in" income and deductions), then generally built-in losses (including amortization or depreciation deductions attributable to such built-in losses) recognized during the following five years (up to the amount of the original net unrealized built-in loss) will be treated as Pre-Change Losses and similarly will be subject to the annual limitation. In general, a corporation's (or consolidated group's) net unrealized built-in loss will be deemed to be zero unless it is greater than the lesser of (a) $10 million, or (b) 15% of the fair market value of its assets (with certain adjustments) before the ownership change.

The rules of sections 382 and 383 of the Tax Code are complicated, but as a general matter, the Debtors anticipate that the issuance of Reorganized Debtor Equity will result in an "ownership change" of the Debtors for these purposes, and that the Reorganized Debtors' use of their Pre-Change Losses will be subject to limitation unless an exception to the general rules of section 382 of the Tax Code applies.

a. *General Section 382 Annual Limitation*

In general, and subject to certain exceptions, the amount of the annual limitation to which a corporation that undergoes an "ownership change" would be subject is equal to the product of (a) the fair market value of the stock of the corporation immediately before the "ownership change" (with certain adjustments), and (b) the "long-term tax-exempt rate" (which is the highest of the adjusted federal long-term rates in effect for any month in the 3 calendar-month period ending with the calendar month in which the ownership change occurs, currently 2.54% for September 2022). The annual limitation may be increased to the extent that the Reorganized Debtors recognize certain built-in gains in their assets during the five-year period following the ownership change, or are treated as recognizing built-in gains pursuant to the safe harbors provided in IRS Notice 2003-65. Section 383 of the Tax Code applies a similar limitation to capital loss carryforwards and tax credits. Any unused limitation may be carried forward, thereby increasing the annual limitation in the subsequent taxable year. As discussed below, however, special rules may apply in the case of a corporation that experiences an ownership change as the result of a bankruptcy proceeding.

b. *Special Bankruptcy Exceptions*

Special rules may apply in the case of a corporation that experiences an "ownership change" as a result of a bankruptcy proceeding. An exception to the foregoing annual limitation rules generally applies when shareholders and so-called "qualified creditors" of a debtor corporation in chapter 11 receive, in respect of their claims, at least 50% of the vote and value of the stock of the debtor corporation (or a controlling corporation if also in chapter 11) as reorganized pursuant to a confirmed chapter 11 plan (the "382(l)(5) Exception"). If the requirements of the 382(l)(5) Exception are satisfied, a debtor's Pre-Change Losses would not be limited on an annual basis, but, instead, NOL carryforwards would be reduced by the amount of any interest deductions claimed by the debtor during the three taxable years preceding the effective date of the plan, and during the part of the taxable year prior to and including the effective date of the plan, in respect of all debt converted into stock pursuant to the reorganization. If the 382(l)(5) Exception applies and the Reorganized Debtors undergo another "ownership change" within two years after the Effective Date, then the Reorganized Debtors' Pre-Change Losses thereafter would be effectively eliminated in their entirety.

Where the 382(l)(5) Exception is not applicable to a corporation in bankruptcy (either because the debtor corporation does not qualify for it or the debtor corporation otherwise elects not to utilize the 382(l)(5) Exception), another exception will generally apply (the "382(l)(6) Exception"). Under the 382(l)(6) Exception, the annual limitation will be calculated by reference to the lesser of (a) the value of the debtor corporation's new stock (with

certain adjustments) immediately after the ownership change or (b) the value of such debtor corporation's assets (determined without regard to liabilities) immediately before the ownership change. This calculation differs from the ordinary rule that requires the fair market value of a debtor corporation that undergoes an "ownership change" to be determined before the events giving rise to the change. The 382(l)(6) Exception also differs from the 382(l)(5) Exception in that, under the 382(l)(6) Exception, a debtor corporation is not required to reduce its NOL carryforwards by the amount of certain interest deductions claimed within the prior three-year period, and a debtor corporation may undergo a change of ownership within two years without automatically triggering the effective elimination of its Pre-Change Losses (rather, the resulting limitation would be determined under the regular rules for ownership changes).

The Debtors have not yet determined whether the 382(l)(5) Exception would be available or, if it is available, whether the Reorganized Debtors will elect out of its application.

B. Certain U.S. Federal Income Tax Consequences to the U.S. Holders of Claims Entitled to Vote

The following discussion assumes that the Debtors will undertake the Restructuring Transactions currently contemplated by the Plan. It also assumes that that Reorganized Debtor Equity will be issued by either Sungard AS New Holdings III, LLC or Sungard AS New Holdings, LLC in the Equitization Scenario. The tax consequences of the implementation of the Plan will differ depending on whether the Eagle Sale Scenario or the Equitization Scenario occurs. The form of the Restructuring Transactions remains subject to change and could result in materially different U.S. federal income tax consequences than those described below to U.S. Holders in certain circumstances. In addition, U.S. federal income tax considerations relating to the Restructuring Transactions are complex and subject to uncertainties. No assurance can be given that the IRS will agree with the Debtors' interpretations of the tax rules applicable to, or tax positions taken with respect to, the transactions undertaken to effect the Restructuring Transactions. U.S. Holders are urged to consult their own tax advisors regarding the tax consequences of the Restructuring Transactions.

The U.S. federal income tax consequences to a U.S. Holder of a Claim will depend, in part, on whether the Claim surrendered constitutes a "security" of a Debtor for U.S. federal income tax purposes. Neither the Tax Code nor the Treasury Regulations promulgated thereunder defines the term "security." Whether a debt instrument constitutes a "security" is determined based on all relevant facts and circumstances, but most authorities have held that the length of the term of a debt instrument at initial issuance is an important factor in determining whether such instrument is a security for U.S. federal income tax purposes. These authorities have indicated that a term of less than five years is evidence that the instrument is not a security, whereas a term of ten years or more is evidence that it is a security. The initial term of the First Lien Credit Agreement was less than three years and a subsequent amendment extended the total term to slightly over 5 years in total. However, the Debtors took the position that the extension of the term of the First Lien Credit Agreement pursuant to this amendment of the First Lien Credit Agreement were "significant modifications." There are numerous other factors that could be taken into account in determining whether a debt instrument is a security, including the available collateral, the creditworthiness of the obligor, the subordination or lack thereof with respect to other creditors, the right to vote or otherwise participate in the management of the obligor, convertibility of the instrument into an interest of the obligor, whether payments of interest are fixed, variable, or contingent, and whether such payments are made on a current basis or accrued. **Due to the inherently factual nature of the determination, U.S. Holders are urged to consult their tax advisors regarding the status of their Claims as "securities" for U.S. federal income tax purposes.**

1. First Lien Credit Agreement Claims

Pursuant to the Restructuring Transactions, in full and final satisfaction, compromise, settlement or release of, and in exchange for each Allowed First Lien Credit Agreement Claim, each Holder thereof shall receive (A) in the event of the Eagle Sale Scenario, its Pro Rata share of the First Lien Sale Consideration; or (B) in the event of the Equitization Scenario, its Pro Rata share of the First Lien Equity Consideration as set forth in the Equity Allocation Schedule.

In the Equitization Scenario, if a Holder's First Lien Credit Agreement Claim constitutes a "security" and the Reorganized Debtor Equity is issued by Sungard AS New Holdings III, LLC, a U.S. Holder of a First Lien Credit

Agreement Claim should be treated as receiving its Pro Rata share of the First Lien Equity Consideration in the Equitization Scenario in a tax-deferred "recapitalization" under section 368(a)(1)(E) of the Tax Code for U.S. federal income tax purposes. Other than with respect to any amounts received that are attributable to accrued but untaxed interest, a U.S. Holder should not recognize gain or loss. Subject to the rules regarding accrued but untaxed interest, a U.S. Holder should obtain a tax basis in the Reorganized Debtor Equity received equal to its adjusted tax basis in the exchanged Claim, and the holding period for the Reorganized Debtor Equity received should include the holding period for the exchanged Claim.

In the Equitization Scenario, if a Holder's First Lien Credit Agreement Claim does not constitute a "security" or the Reorganized Debtor Equity in the Equitization Scenario is issued by Sungard AS New Holdings, LLC, a U.S. Holder of a First Lien Credit Agreement Claim should be treated as receiving its Pro Rata share of the First Lien Equity Consideration in the Equitization Scenario in a fully taxable exchange under section 1001 of the Tax Code. Other than with respect to any amounts received that are attributable to accrued but untaxed interest, a U.S. Holder should recognize gain or loss in an amount equal to the difference, if any, between (a) the fair market value of the Reorganized Debtor Equity received and (b) its adjusted tax basis in its Claim. The character of such gain as capital gain or ordinary income will be determined by a number of factors, including the tax status of a U.S. Holder, the rules regarding "market discount" (as discussed below) and accrued but untaxed interest, whether the Claim constitutes a capital asset in the hands of a U.S. Holder and whether and to what extent a U.S. Holder had previously claimed a bad debt deduction with respect to its Claim. If recognized gain or loss is capital in nature, it generally would be long-term capital gain if a U.S. Holder held its Claim for more than one year at the time of the exchange. A U.S. Holder should obtain a tax basis in the Reorganized Debtor Equity received equal to the fair market value of such Reorganized Debtor Equity received. The holding period for Reorganized Debtor Equity received should begin on the day following the Effective Date.

In the Eagle Sale Scenario, a U.S. Holder of a First Lien Credit Agreement Claim should be treated as receiving its Pro Rata share of the First Lien Sale Consideration in a fully taxable exchange under section 1001 of the Tax Code. Other than with respect to any amounts received that are attributable to accrued but untaxed interest, a U.S. Holder should recognize gain or loss in an amount equal to the difference, if any, between (a) the cash received and (b) its adjusted tax basis in its Claim. The character of such gain as capital gain or ordinary income will be determined by a number of factors, including the tax status of a U.S. Holder, the rules regarding "market discount" (as discussed below) and accrued but untaxed interest, whether the Claim constitutes a capital asset in the hands of a U.S. Holder and whether and to what extent a U.S. Holder had previously claimed a bad debt deduction with respect to its Claim. If recognized gain or loss is capital in nature, it generally would be long-term capital gain if a U.S. Holder held its Claim for more than one year at the time of the exchange.

2. Other Tax Considerations for Holders of Claims

a. *Accrued but Untaxed Interest (or OID)*

A portion of the consideration received by a U.S. Holder of a Claim may be attributable to accrued but untaxed interest on such Claim. Such amount should be taxable to that U.S. Holder as ordinary interest income if such accrued interest has not been previously included in a U.S. Holder's gross income for U.S. federal income tax purposes. Conversely, U.S. Holders of Claims may be able to recognize a deductible loss to the extent that any accrued interest on the Claims was previously included in a U.S. Holder's gross income but was not paid in full by the Debtors. Such loss may be ordinary, but the tax law is unclear on this point.

If the fair market value of the consideration is not sufficient to fully satisfy all principal and interest on Allowed Claims, the extent to which such consideration will be attributable to accrued but untaxed interest is unclear. Under the Plan, the aggregate consideration to be distributed to U.S. Holders of Allowed Claims in each Class will be allocated first to the principal amount of Allowed Claims, with any excess allocated to untaxed interest that accrued on such Claims, if any. Certain legislative history indicates that an allocation of consideration as between principal and interest provided in a chapter 11 plan is binding for U.S. federal income tax purposes, while certain Treasury Regulations treat payments as allocated first to any accrued but untaxed interest. The IRS could take the position that the consideration received by a U.S. Holder should be allocated in some way other than as provided in the Plan. U.S. Holders of Claims should consult their respective tax advisors regarding the proper allocation of the consideration

received by them pursuant to the Restructuring Transactions between principal and accrued but untaxed interest in such event.

b. *Market Discount*

Under the "market discount" provisions of the Tax Code, some or all of any gain realized by a U.S. Holder in the surrender of its Allowed Claim may be treated as ordinary income (instead of capital gain), to the extent of the amount of "market discount" on the debt instruments constituting the exchanged Claim. In general, a debt instrument is considered to have been acquired with "market discount" if it is acquired other than on original issue and if the U.S. Holder's initial tax basis in the debt instrument is less than (i) the sum of all remaining payments to be made on the debt instrument, excluding "qualified stated interest" or (ii) in the case of a debt instrument issued with original issue discount ("OID"), its adjusted issue price, in each case, by at least a de minimis amount (equal to 0.25% of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by the number of remaining whole years to maturity).

Any gain recognized by a U.S. Holder on the taxable disposition of an Allowed Claim (as described below) that was acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while such Claim was considered to be held by a U.S. Holder (unless a U.S. Holder elected to include market discount in income as it accrued).

U.S. federal income tax laws enacted in December 2017 added section 451 of the Tax Code. This new provision generally would require accrual method U.S. Holders that prepare an "applicable financial statement" (as defined in section 451 of the Tax Code) to include certain items of income (such as market discount) no later than the time such amounts are reflected on such a financial statement. The application of this rule to income of a debt instrument with market discount is effective for taxable years beginning after December 31, 2018. However, in Notice 2018-80 the IRS announced that it intends to issue proposed Treasury Regulations confirming that taxpayers may continue to defer income (including market discount income) for tax purposes until there is a payment or sale at a gain. Accordingly, although market discount may have to be included in income currently as it accrues for financial accounting purposes, taxpayers may continue to defer the income for tax purposes. U.S. Holders are urged to consult their own tax advisors concerning the application of the market discount rules to their Claims.

c. *Medicare Tax*

Certain U.S. Holders that are individuals, estates, or trusts are required to pay an additional 3.8% tax on, among other things, gains from the sale or other disposition of capital assets. U.S. Holders that are individuals, estates, or trusts should consult their tax advisors regarding the effect, if any, of this tax provision on their ownership and disposition of any consideration to be received pursuant to the Restructuring Transactions.

d. *Limitation on Use of Capital Losses*

A U.S. Holder of an Allowed Claim who recognizes capital losses as a result of the distributions made pursuant to the Restructuring Transactions will be subject to limits on its use of capital losses. For a non-corporate U.S. Holder, capital losses may be used to offset any capital gains (without regard to holding periods) plus ordinary income to the extent of the lesser of (i) $3,000 ($1,500 for married individuals filing separate returns) or (ii) the excess of the capital losses over the capital gains. A non-corporate U.S. Holder may carry over unused capital losses and apply them to capital gains and a portion of their ordinary income for an unlimited number of years. For corporate U.S. Holders, losses from the sale or exchange of capital assets may only be used to offset capital gains. A corporate U.S. Holder that has more capital losses than can be used in a tax year may be allowed to carry over the excess capital losses for use in other tax years. Corporate U.S. Holders may only carry over unused capital losses for the five years following the capital loss year, but are allowed to carry back unused capital losses to the three years preceding the capital loss year.

C. U.S. Federal Income Tax Consequences to U.S. Holders Regarding Owning and Disposing of Shares of Reorganized Debtor Equity in the Equitization Scenario

1. Dividends on Reorganized Debtor Equity

In the Equitization Scenario, any distributions made on account of the Reorganized Debtor Equity will constitute dividends for U.S. federal income tax purposes to the extent of the current or accumulated earnings and profits of the entity issuing the Reorganized Debtor Equity, as determined under U.S. federal income tax principles. "Qualified dividend income" received by a non-corporate U.S. Holder is subject to preferential tax rates. To the extent that a U.S. Holder receives distributions that would otherwise constitute dividends for U.S. federal income tax purposes but that exceed such current and accumulated earnings and profits, such distributions will be treated first as a non-taxable return of capital reducing the U.S. Holder's basis in the Reorganized Debtor Equity. Any such distributions in excess of the U.S. Holder's basis in its shares (determined on a share-by-share basis) generally will be treated as capital gain.

Subject to applicable limitations, distributions treated as dividends paid to U.S. Holders that are corporations generally will be eligible for the dividends-received deduction. However, the dividends-received deduction is only available if certain holding period requirements are satisfied. The length of time that a shareholder has held its stock is reduced for any period during which the shareholder's risk of loss with respect to the stock is diminished by reason of the existence of certain options, contracts to sell, short sales, or similar transactions. In addition, to the extent that a corporation incurs indebtedness that is directly attributable to an investment in the stock on which the dividend is paid, all or a portion of the dividends received deduction may be disallowed.

2. Sale, Redemption, or Repurchase of Reorganized Debtor Equity

Unless a non-recognition provision applies, and subject to the market discount rules discussed above, U.S. Holders generally will recognize capital gain or loss upon the sale, redemption, or other taxable disposition of the Reorganized Debtor Equity in the Equitization Scenario. Such capital gain will be long-term capital gain if, at the time of the sale, redemption, or other taxable disposition, a U.S. Holder held the Reorganized Debtor Equity for more than one year. Long-term capital gains of an individual taxpayer generally are taxed at preferential rates. The deductibility of capital losses is subject to certain limitations as described above.

D. Certain U.S. Federal Income Tax Consequences to Non-U.S. Holders of Certain Claims Entitled to Vote

1. U.S. Federal Income Tax Consequences to Non-U.S. Holders of Allowed Claims

The following discussion assumes that the Debtors or Reorganized Debtors, as applicable, will undertake the Restructuring Transactions currently contemplated and includes only certain U.S. federal income tax consequences of the Restructuring Transactions to Non-U.S. Holders. The discussion does not include any non-U.S. tax considerations. The rules governing the U.S. federal income tax consequences to Non-U.S. Holders are complex. Each Non-U.S. Holder is urged to consult its own tax advisor regarding the U.S. federal, state, and local and the non-U.S. tax consequences of the consummation of the Restructuring Transactions to such Non-U.S. Holder and the ownership and disposition of the Reorganized Debtor Equity.

2. Gain Recognition

Any gain realized by a Non-U.S. Holder on the exchange of its Claim generally will not be subject to U.S. federal income taxation unless (a) the Non-U.S. Holder is an individual who was present in the United States for one hundred and eighty-three (183) days or more during the taxable year in which the Restructuring Transactions occur and certain other conditions are met or (b) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States (and if an income tax treaty applies, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States). Whether a Non-U.S. Holder would realize any gain for U.S. federal income tax purposes is be determined under the principles discussed above

with respect to U.S. Holders under "U.S. Federal Income Tax Consequences to the U.S. Holders of Claims Entitled to Vote."

If the first exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder's capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of the exchange. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to any gain in the same manner as a U.S. Holder (except that the Medicare tax would generally not apply). In addition, if such a Non-U.S. Holder is a corporation, it may be subject to a branch profits tax equal to 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

3. Accrued but Untaxed Interest (or OID)

Payments made to a Non-U.S. Holder pursuant to the Restructuring Transactions that are attributable to accrued but untaxed interest (or OID) generally will not be subject to U.S. federal income or withholding tax; *provided*, that (a) such Non-U.S. Holder is not a bank, (b) such Non-U.S. Holder does not actually or constructively own 10% or more of the total combined voting power of all classes of the stock of Sungard AS or Reorganized Sungard AS, as applicable, and (c) the withholding agent has received or receives, prior to payment, appropriate documentation (generally, IRS Form W-8BEN or W-8BEN-E, as applicable, or other applicable IRS Form W-8) establishing that the Non-U.S. Holder is not a U.S. person, unless such interest (or OID) is effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States (in which case, *provided* the Non-U.S. Holder provides a properly executed IRS Form W-8ECI (or successor form) to the withholding agent, the Non-U.S. Holder (i) generally will not be subject to withholding tax, but (ii) will be subject to U.S. federal income tax in the same manner as a U.S. Holder (unless an applicable income tax treaty provides otherwise), and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are attributable to the accrued but untaxed interest (or OID) at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty)).

A Non-U.S. Holder that does not qualify for exemption from withholding tax with respect to accrued but untaxed interest (or OID) that is not effectively connected income generally will be subject to withholding of U.S. federal income tax at a 30% rate (or at a reduced rate or exemption from tax under an applicable income tax treaty, *provided* certification requirements as discussed below under "U.S. Federal Income Tax Consequences to Non-U.S. Holders of Owning and Disposing of Reorganized Debtor Equity— Dividends on Reorganized Debtor Equity in Equitization Scenario" are satisfied) on payments that are attributable to accrued but untaxed interest (or OID). For purposes of providing a properly executed IRS Form W-8BEN or W-8BEN-E, as applicable, or other applicable IRS Form W-8, special procedures are provided under applicable Treasury Regulations for payments through qualified foreign intermediaries or certain financial institutions that hold customers' securities in the ordinary course of their trade or business.

E. U.S. Federal Income Tax Consequences to Non-U.S. Holders of Owning and Disposing of Reorganized Debtor Equity in Equitization Scenario

1. Dividends on Reorganized Debtor Equity

In the Equitization Scenario, any distributions made with respect to Reorganized Debtor Equity will constitute dividends for U.S. federal income tax purposes to the extent of the current or accumulated earnings and profits of the entity issuing the Reorganized Debtor Equity, as determined under U.S. federal income tax principles. Except as described below, dividends paid with respect to Reorganized Debtor Equity held by a Non-U.S. Holder that are not effectively connected with such Non-U.S. Holder's conduct of a U.S. trade or business (and if an income tax treaty applies, are not attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) will be subject to U.S. federal withholding tax at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty). A Non-U.S. Holder generally will be required to satisfy certain IRS certification requirements in order to claim a reduction of or exemption from withholding under a tax treaty by filing IRS Form W-8BEN or W-8BEN-E, as applicable (or a successor form), or other applicable IRS Form W-8, upon which the Non-U.S. Holder certifies, under penalties of perjury, its status as a non-U.S. person and its entitlement to

the lower treaty rate or exemption from tax with respect to such payments. Dividends paid with respect to Reorganized Debtor Equity held by a Non-U.S. Holder that are effectively connected with a Non-U.S. Holder's conduct of a U.S. trade or business (and if an income tax treaty applies, are attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) generally will not be subject to withholding tax, *provided* the Non-U.S. Holder provides a properly executed IRS Form W-8ECI (or a successor form). However, such dividends generally will be subject to U.S. federal income tax in the same manner as a U.S. Holder, and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are attributable to the dividends at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty).

2. Sale, Redemption or Repurchase of Reorganized Debtor Equity

A Non-U.S. Holder generally will not be subject to U.S. federal income tax with respect to any gain realized on the sale or other taxable disposition (including a cash redemption) of Reorganized Debtor Equity in the Equitization Scenario unless: (a) such Non-U.S. Holder is an individual who is present in the United States for one hundred and eighty-three (183) days or more in the taxable year of disposition and certain other conditions are met; (b) such gain is effectively connected with such Non-U.S. Holder's conduct of a U.S. trade or business (and if an income tax treaty applies, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States); or (c) Reorganized Sungard AS is or has been during a specified testing period a "U.S. real property holding corporation" for U.S. federal income tax purposes.

If the first exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder's capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of disposition of Reorganized Debtor Equity. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to such gain in the same manner as a U.S. Holder, and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to earnings and profits effectively connected with a U.S. trade or business that are attributable to such gains at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty). Based on the Reorganized Debtors' current business plans and operations, the Debtors do not anticipate that Sungard AS is or was, or that any of the Reorganized Debtors will be a "U.S. real property holding corporation" for U.S. federal income tax purposes.

3. FATCA

Under the Foreign Account Tax Compliance Act ("FATCA"), foreign financial institutions and certain other foreign entities must report certain information with respect to their U.S. account holders and investors or be subject to withholding on the receipt of "withholdable payments." For this purpose, "withholdable payments" are generally U.S.-source payments of fixed or determinable, annual or periodical income (including, but not limited to, dividends, if any, on shares of Reorganized Debtor Equity). Additionally, although FATCA withholding may also apply to gross proceeds of a disposition of property of a type that can produce U.S.-source interest or dividends, U.S. Treasury Regulations suspend withholding on such gross proceeds payments indefinitely (which rule would apply to the Reorganized Debtor Equity). FATCA withholding will apply even if the applicable payment would not otherwise be subject to U.S. federal nonresident withholding tax.

BOTH U.S. HOLDERS AND NON-U.S. HOLDERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE POSSIBLE IMPACT OF THE FATCA RULES ON SUCH HOLDERS' EXCHANGE OF ANY OF THEIR CLAIMS PURSUANT TO THE RESTRUCTURING TRANSACTIONS.

F. Information Reporting and Backup Withholding

The Debtors will withhold all amounts required by law to be withheld from payments of interest and dividends. The Debtors will comply with all applicable reporting requirements of the Tax Code. In general, information reporting requirements may apply to distributions or payments made to a Holder of a Claim pursuant to

the Restructuring Transactions. Additionally, under the backup withholding rules, a Holder of a Claim may be subject to backup withholding with respect to distributions or payments made pursuant to the Restructuring Transactions unless, in the case of a U.S. Holder, such U.S. Holder provides a properly executed IRS Form W-9 or, in the case of Non-U.S. Holder, such Non-U.S. Holder provides a properly executed applicable IRS Form W-8 (or otherwise establishes such Non-U.S. Holder's eligibility for an exemption). The current backup withholding rate is 24%. Backup withholding is not an additional tax but is, instead, an advance payment that may entitle the Holder against whom such withholding is made to a refund from the IRS to the extent the withholding results in an overpayment of tax, *provided*, that the required information is provided to the IRS.

In addition, from an information reporting perspective, the Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds. Holders are urged to consult their tax advisors regarding these regulations and whether the Restructuring Transactions would be subject to these Treasury Regulations and require disclosure on the Holders' tax returns.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE RESTRUCTURING TRANSACTIONS ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF U.S. FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER OF A CLAIM IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL HOLDERS OF CLAIMS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES APPLICABLE TO THEM, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, NON-U.S., NON-INCOME, OR OTHER TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

CONCLUSION AND RECOMMENDATION

In the opinion of the Debtors and the Committee, the Plan is preferable to all other available alternatives and provides for a larger distribution to the Debtors' creditors than would otherwise result in any other scenario. Accordingly, the Debtors recommend that Holders of Claims entitled to vote on the Plan vote to accept the Plan and support Confirmation of the Plan.

Dated: September 2, 2022

Sungard AS New Holdings, LLC,
on behalf of itself and each of its Debtor affiliates

/s/ Michael K. Robinson

Michael K. Robinson
Chief Executive Officer

Exhibit A
Organizational Chart

Exhibit B
Restructuring Support Agreement

THIS IS NOT A SOLICITATION OF AN ACCEPTANCE OR REJECTION OF THE PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL THIS COMBINED DISCLOSURE STATEMENT AND PLAN HAS BEEN APPROVED FOR SOLICITATION BY THE BANKRUPTCY COURT. THIS COMBINED DISCLOSURE STATEMENT AND PLAN IS BEING SUBMITTED FOR APPROVAL BUT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT FOR SOLICITATION. THE INFORMATION IN THIS COMBINED DISCLOSURE STATEMENT AND PLAN IS SUBJECT TO CHANGE. THIS COMBINED DISCLOSURE STATEMENT AND PLAN IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)

FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND JOINT CHAPTER 11 PLAN OF SUNGARD AS NEW HOLDINGS, LLC AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE[2]

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Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
Rebecca Blake Chaikin (S.D. Bar No. 3394311)

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Philip C. Dublin (admitted *pro hac vice*)
Meredith A. Lahaie (admitted *pro hac vice*)
Kevin Zuzolo (admitted *pro hac vice*)

[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] ~~As of the date hereof, the Debtors remain engaged in negotiations with the Consenting Stakeholders with respect to the terms contained in this Plan and Disclosure Statement, which is subject in all respects to the RSA Definitive Document Requirements. Consequently, the terms contained herein are not final and remain subject to ongoing review and comment by the Consenting Stakeholders, whose applicable rights are reserved. The Debtors, Consenting Stakeholders, and Committee also remain engaged in negotiations regarding the terms contained in this Plan and the parties reserve all rights with respect thereto. The Debtors reserve all rights to amend, revise or supplement the terms provided herein.~~

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TABLE OF EXHIBITS

Introduction

The above-captioned debtors and debtors in possession (collectively, the "Debtors") propose this *First Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Sungard AS New Holdings, LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as applicable, the "Disclosure Statement," "Plan and Disclosure Statement," or "Plan") pursuant to Bankruptcy Code section 1125 ~~of the Bankruptcy Code~~, to holders of Claims against and Interests in the Debtors in connection with the solicitation of votes for acceptance of the Plan. The Debtors are the proponents of the Plan within the meaning of Bankruptcy Code section 1129. Other agreements and documents supplement this Plan and have been or will be filed with the Bankruptcy Court. Unless otherwise indicated, capitalized terms used herein shall have the meanings set forth in Article I, below.

Disclaimer

This Plan and Disclosure Statement describes certain statutory provisions, events in the Chapter 11 Cases and certain documents that may be attached or incorporated by reference. Although the Debtors believe that this information is fair and accurate, this information is qualified in its entirety to the extent that it does not set forth the entire text of such documents or statutory provisions. The information contained herein or attached hereto is made only as of the date of this Plan and Disclosure Statement. There can be no assurances that the statements contained herein will be correct at any time after such date.

THIS PLAN AND DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH BANKRUPTCY CODE SECTIONS 1123 AND 1125 AND BANKRUPTCY RULE 3016 AND NOT NECESSARILY IN ACCORDANCE WITH FEDERAL, STATE OR FOREIGN SECURITIES LAWS OR OTHER NON-BANKRUPTCY LAWS. THIS PLAN AND DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE OR FOREIGN SECURITIES COMMISSION OR ANY SECURITIES EXCHANGE OR ASSOCIATION, NOR HAS THE SEC, ANY STATE OR FOREIGN SECURITIES COMMISSION OR ANY SECURITIES EXCHANGE OR ASSOCIATION REVIEWED OR COMMENTED ON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED HEREIN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. OTHER THAN THE BANKRUPTCY COURT AND, SOLELY WITH RESPECT TO SUNGARD AS CANADA, THE CANADIAN COURT, NO OTHER GOVERNMENTAL OR OTHER REGULATORY AGENCY APPROVALS HAVE BEEN SOUGHT OR OBTAINED AS OF THE DATE OF THE MAILING OF THIS PLAN AND DISCLOSURE STATEMENT ~~ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE~~.

TO THE EXTENT APPLICABLE, UPON CONSUMMATION OF THE PLAN, CERTAIN OF THE SECURITIES DESCRIBED IN THIS PLAN AND DISCLOSURE STATEMENT WILL BE ISSUED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OR SIMILAR FEDERAL, STATE, LOCAL~~, ~~OR FOREIGN LAWS, IN RELIANCE ON THE EXEMPTION SET FORTH IN BANKRUPTCY CODE SECTION 1145 TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO THE EXTENT EXEMPTIONS FROM REGISTRATION UNDER SECTION 1145 OF THE BANKRUPTCY CODE OR APPLICABLE FEDERAL SECURITIES LAW DO NOT APPLY, THE SECURITIES MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO A VALID EXEMPTION OR UPON REGISTRATION UNDER THE SECURITIES ACT.

The Debtors submit this Plan and Disclosure Statement, as may be amended from time to time, under Bankruptcy Code section 1125 and Bankruptcy Rule 3016 to all of the Debtors' known Holders of Claims entitled to vote on the Plan. The purpose of this Plan and Disclosure Statement is to provide adequate information to enable Holders of Claims who are entitled to vote on the Plan to make an informed decision in exercising their respective right to vote on the Plan. Every effort has been made to provide adequate information to Holders of Claims on how various aspects of the Plan affect their respective interests.

In preparing this Plan and Disclosure Statement, the Debtors relied on financial data derived from their books and records or that was otherwise made available to them at the time of such preparation and on various

assumptions. Although the Debtors believe that such information fairly reflects the financial condition of the Debtors as of the date hereof and that the assumptions regarding future events reflect reasonable business judgments, the Debtors make no representations or warranties as to the accuracy of the financial information contained herein or assumptions regarding the Debtors' financial condition and their future results and operations. The financial information contained in this Plan and Disclosure Statement and in its exhibits has not been audited by a certified public accountant and has not been prepared in accordance with generally accepted accounting principles in the United States or any other jurisdiction.

The Debtors are making the statements and providing the financial information contained in this Plan and Disclosure Statement as of the date hereof, unless otherwise specifically noted. Although the Debtors may subsequently update the information in this Plan and Disclosure Statement, the Debtors do not have an affirmative duty to do so, and expressly disclaim any duty to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise. Holders of Claims and Interests reviewing this Plan and Disclosure Statement should not infer that, at the time of their review, the facts set forth herein have not changed since this Plan and Disclosure Statement was filed. Information contained herein is subject to completion or amendment. The Debtors reserve the right to file an amended plan and disclosure statement.

Confirmation and effectiveness of the Plan are subject to certain conditions precedent described in Article XV herein. There is no assurance that the Plan will be confirmed or, if confirmed, that such conditions precedent will be satisfied or waived. Each Holder of a Claim entitled to vote on the Plan is encouraged to read this Plan and Disclosure Statement in its entirety, including, but not limited to Article XVIII of this Plan and Disclosure Statement entitled "Plan-Related Risk Factors," before submitting its ballot to vote to accept or reject the Plan. Even after the Effective Date, Distributions under the Plan may be subject to delay so that Disputed Claims can be resolved.

The Debtors have not authorized any entity to give any information about or concerning the Plan and Disclosure Statement other than that which is contained in this Plan and Disclosure Statement. The Debtors have not authorized any representations concerning the Debtors or the value of their property other than as set forth in this Plan and Disclosure Statement.

If the Plan is confirmed by the Bankruptcy Court and the Effective Date occurs, all Holders of Claims and Interests (including Holders of Claims or Interests that are not entitled to vote on the Plan) will be bound by the terms of the Plan and any transactions contemplated hereby.

The contents of this Plan and Disclosure Statement should not be construed as legal, business, financial, or tax advice. Each Holder of a Claim or Interest should consult his, her, or its own legal counsel, accountant, or other advisors as to legal, business, financial, tax and other matters concerning his, her, or its Claim or Interest, the solicitation, or the transactions contemplated by the Plan and Disclosure Statement. This Plan and Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to confirmation of the Plan.

Nothing contained herein shall constitute an admission of any fact, liability, stipulation or waiver by any party or be deemed evidence of the tax or other legal effects of the Plan on the Debtors or on Holders of Claims or Interests.

The Solicitation

This Plan and Disclosure Statement is submitted by the Debtors to be used in connection with the solicitation of votes on the Plan. The Debtors ~~have~~ requested that the Bankruptcy Court hold a hearing on conditional approval of this Plan and Disclosure Statement to determine whether this Plan and Disclosure Statement contains "adequate information" in accordance with Bankruptcy Code section 1125. The Bankruptcy Court entered an order conditionally approving the Disclosure Statement as containing adequate information on [●], 2022. [Docket No. [●] (the "DS Order"). Pursuant to Bankruptcy Code section 1125(a)(1), "adequate information" is defined as "information of a kind, and in sufficient detail, as far as reasonably practicable in light of the nature and history of the ~~Debtors~~debtor and the condition of the ~~Debtors'~~debtor's books and records . . . that would enable a hypothetical

reasonable investor typical of ~~Holders~~holders of claims or interests of the relevant ~~Class~~class to make an informed judgment about the plan . . . ." 11 U.S.C. § 1125(a)(1).

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THIS PLAN AND DISCLOSURE STATEMENT IN ITS ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

A hearing to consider the final approval of the Disclosure Statement and confirmation of the Plan has been set for ~~[●]~~October 3, 2022, at ~~[●]~~2:00 p.m. (prevailing Central Time). Objections to the final approval of the Disclosure Statement or objections to Confirmation of the Plan must be made in writing and must be filed with the Bankruptcy Court and served on counsel for the Debtors on or before ~~[●]~~4:00 p.m. (prevailing Central Time), on ~~[●]~~September 26, 2022. Bankruptcy Rule 3007 and the DS Order govern the form of any such objection.

Answers to Commonly Asked Questions

What is chapter 11 of the Bankruptcy Code?

Chapter 11 is the principal reorganization chapter of the Bankruptcy Code that allows financially distressed businesses to reorganize their debts or liquidate their assets in a controlled and value maximizing fashion. The commencement of a chapter 11 case creates an "estate" containing all of the legal and equitable interests of the debtor in property as of the date the bankruptcy case is filed. During a chapter 11 bankruptcy case, the debtor remains in possession of its assets unless the bankruptcy court orders the appointment of a trustee.

How do I determine how my Claim or Interest is classified?

Under the Plan, DIP Facility Claims, Administrative Claims and Priority Tax Claims are unclassified and will be treated in accordance with Article VI herein. All other Claims and Interests are classified in a series of Classes, as described in Article V and Article VII herein. You may review such Articles to determine how your Claim or Interest is classified.

How do I determine what I am likely to recover on account of my Claim or Interest?

After you determine the classification of your Claim or Interest, you can determine the likelihood and range of potential recovery under the Plan with respect to your Claim or Interest by referring generally to classification and treatment of Claims and Interests in the chart below and in Article V herein.

Class	Claims or Interests	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Presumed to Accept
2	Other Priority Claims	Unimpaired	Presumed to Accept
3	First Lien Credit Agreement Claims	Impaired	Entitled to Vote
4	Second Lien Credit Agreement Claims	Impaired	~~Entitled~~Deemed to ~~Vote~~Reject
5	Non-Extending Second Lien Credit Agreement Claims	Impaired	~~Entitled~~Deemed to ~~Vote~~Reject
6	General Unsecured Claims	Impaired	~~Entitled~~Deemed to ~~Vote~~Reject
~~7~~	~~Term Loan Deficiency Claims~~	~~Impaired~~	~~Entitled to Vote~~
~~8~~7	Section 510(b) Claims	Impaired	Deemed to Reject
~~9~~8	Intercompany Claims	Unimpaired / Impaired	Presumed to Accept / Deemed to Reject
~~10~~9	Intercompany Interests	Unimpaired / Impaired	Presumed to Accept / Deemed to Reject
~~11~~10	Existing Equity Interests	Impaired	Deemed to Reject

What is necessary to confirm the Plan?

Under applicable provisions of the Bankruptcy Code, confirmation of the Plan requires that, among other things, at least one Class of Impaired Claims votes to accept the Plan. Acceptance by a Class of Claims means that at least two-thirds in the total dollar amount and more than one-half in number of the Allowed Claims actually voting in the Class vote to accept the Plan. Because only those Holders of Claims who vote on the Plan will be counted for purposes of determining acceptance or rejection of the Plan by an Impaired Class, the Plan can be approved with the affirmative vote of members of an Impaired Class who own less than two-thirds in amount and one-half in number of the Claims in that Class. In addition to acceptance of the Plan by a Class of Impaired Claims, the Bankruptcy Court must find that the Plan satisfies a number of statutory requirements before it may confirm the Plan.

If other applicable sections of the Bankruptcy Code have been satisfied for the Plan to be confirmed, the Debtors will still request that the Bankruptcy Court confirm the Plan under Bankruptcy Code section 1129(b) with respect to rejecting Classes. In such case, the Debtors will be required to demonstrate that the Plan does not discriminate unfairly and is fair and equitable with respect to each Class of Impaired Claims or Interests that has rejected the Plan. This method of confirming a plan is commonly called a "cramdown." In addition to the statutory requirements imposed by the Bankruptcy Code, the Plan itself also provides for certain conditions that must be satisfied for the Plan to be confirmed and go effective.

Is there an official committee of unsecured creditors in this case?

Yes. An official committee of unsecured creditors was appointed on April 25, 2022. The Committee is represented by ~~the law firm of~~ Pachulski Stang Ziehl & Jones LLP, as counsel, and ~~its financial advisor is~~ Dundon Advisers LLC~~. As set forth in the separate letter accompanying the Plan, the Committee supports the confirmation of the Plan.~~, as financial advisor.

Are the Debtors reorganizing or selling their assets?

~~The Debtors are in the process of marketing all of their assets for sale in accordance with the terms of the Bidding Procedures Order. Pursuant to the Bidding Procedures Order, the Debtors may sell all or substantially all of their assets, a subset of their assets and/or they may reorganize pursuant to the Equitization Scenario in the event the Consenting Stakeholder Purchaser submits a bid for all, substantially all, or a subset of the assets, such bid is the successful bid, and the Required Consenting Stakeholders elect to consummate such transaction by receiving equity in the applicable Reorganized Debtor(s) through the Plan rather than pursuant to Bankruptcy Code section 363. The current timeline for the sale process is set forth in Article III below. Whether the Debtors consummate asset sales and/or reorganize under the Equitization Scenario likely will impact the treatment of creditors under the Plan as set forth in Article VII, below.~~

On August 31, 2022, the Bankruptcy Court approved the sale of the Debtors' U.S. colocation services, network services and workplace services assets to 365 Data Centers and the Debtors are seeking approval of a sale of their North American cloud and managed services and mainframe as a service assets to 11:11 Systems, Inc., as described further in Article IV.L. below. The Debtors also remain engaged in discussions regarding a potential sale transaction for the Debtors' data recovery business and related assets (*i.e*, the Eagle assets). To the extent the Debtors' Eagle assets are not sold, the Debtors intend to reorganize around the Eagle business and any other remaining assets. In the event that the Debtors determine to proceed with an Eagle Sale Transaction, it is not anticipated that the value resulting from the consummation of such sale would be sufficient to satisfy the First Lien Credit Agreement Claims in full.

When is the deadline for returning my ballot?

THE BANKRUPTCY COURT HAS DIRECTED THAT, TO BE COUNTED FOR VOTING PURPOSES, YOUR BALLOT MUST BE RECEIVED BY THE CLAIMS AND NOTICING AGENT NOT LATER THAN ~~AUGUST 3~~SEPTEMBER 26, 2022 AT 4:00 P.M. (PREVAILING CENTRAL TIME).

It is important that all Holders of Claims entitled to vote on the Plan submit their votes timely. The Debtors believe that the Plan provides the best possible recovery to Holders of Impaired Claims entitled to a recovery under the Plan. The Debtors believe that acceptance of the Plan is in the best interest of Holders of Claims entitled to a recovery under the Plan and recommend that Holders of Claims entitled to vote on the Plan vote to accept the Plan.

If you would like to obtain additional copies of this Plan and Disclosure Statement or any of the documents attached or referenced herein, or have questions about the solicitation and voting process or these Chapter 11 Cases generally, please contact Kroll Restructuring Administration, the Debtors' claims and noticing agent, by either (a) visiting the Debtors' restructuring website at https://cases.ra.kroll.com/SungardAS, (b) calling (844) 224-1140 (Toll Free, US and Canada) or (646) 979-4408 (International), or (c) emailing SGASInfo@ra.kroll.com and referencing "Sungard AS" in the subject line.

ARTICLE I.
DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, GOVERNING LAW, AND OTHER REFERENCES

A. Defined Terms

1. "*11:11*" means 11:11 Systems, Inc.

2. "*11:11 APA*" means that certain asset purchase agreement between certain of the Debtors and 11:11, dated August 21, 2022, for the purchase and sale of the Debtors' CMS assets.

3. "*365 APA*" means that certain asset purchase agreement by and among certain of the Debtors and 365 Data Centers, as buyer and 365 Operating Company LLC, as guarantor, dated July 28, 2022, for the purchase and sale of the majority of the Debtors' Bravo assets.

4. "*365 Data Centers*" means 365 SG Operating Company LLC.

~~1~~5. "*ABL DIP Documents*" means the documents governing the ABL DIP Facility, including the ABL DIP Term Sheet and the DIP Orders and any amendments, modifications, and supplements thereto, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements or modifications of any of the foregoing) related to or executed in connection therewith.

~~2~~6. "*ABL DIP Facility*" means the loans under the debtor in possession financing facility on the terms and conditions set forth in the ABL DIP Term Sheet, the Final DIP Order and any postpetition Revolving Credit Agreement entered into in furtherance thereof.

~~3~~7. "*ABL DIP Facility Claims*" means any Claim against a Debtor arising under, derived from, secured by, based on, or related to the ABL DIP Facility.

~~4~~8. "*ABL DIP Lenders*" means the lenders providing the ABL DIP Facility under the ABL DIP Documents.

~~5~~9. "*ABL DIP Term Sheet*" means that certain term sheet for postpetition financing attached as Exhibit A to the Final DIP Order.

~~6~~10. "*Accrued Professional Compensation*" means, at any date, all accrued fees and reimbursable expenses (including success fees) for services rendered by all Retained Professionals in the Chapter 11 Cases through and including the Effective Date, to the extent that such fees and expenses have not been previously paid and regardless of whether a fee application has been filed for such fees and expenses.

~~7~~11. "*Administration Charge*" means the charge ~~on the assets of Sungard AS Canada in Canada~~ granted by order of the Canadian Court over the Property in Canada (as defined in the Supplemental Order) in respect of the fees and expenses of the Information Officer, its counsel and Canadian counsel to the Foreign Representative.

~~8~~12. "*Administrative Claim*" means a Claim, other than DIP Facility Claims, incurred by the Debtors on or after the Petition Date and before the Effective Date for a cost or expense of administration of the Chapter 11 Cases entitled to priority under Bankruptcy Code sections 503(b), 507(a)(2), or 507(b), including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date until and including the Effective Date of preserving the Estates and operating the Debtors' businesses; (b) Allowed Professional Fee Claims; and (c) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code.

~~9~~13. "*Administrative Claims Bar Date*" means the deadline for Filing requests for payment of Administrative Claims (other than requests for payment of Professional Fee Claims and Administrative Claims arising under Bankruptcy Code section 503(b)(9)), which shall be thirty (30) days after the Effective Date.

~~10~~14. "*Ad Hoc Group*" means the ad hoc group of Consenting Stakeholders.

~~11~~15. "*Ad Hoc Group Advisors*" means the legal and financial advisors to the Ad Hoc Group.

~~12~~16. "*Agent*" means any administrative agent, collateral agent~~,~~ or similar Entity under the Credit Agreements and/or the DIP Facilities.

~~13~~17. "*Affiliate*" means an affiliate as defined in Bankruptcy Code section 101(2).

~~14~~18. "*Allowed*" means, with respect to any Claim or Interest: (a) a Claim or Interest as to which no objection has been filed and that is evidenced by a Proof of Claim or Interest, as applicable, timely filed by the applicable bar date, if any, or that is not required to be evidenced by a filed Proof of Claim or Interest, as applicable, under the Plan, the Bankruptcy Code, or a Final Order; (b) a Claim or Interest that is scheduled by the Debtors as neither disputed, contingent, nor unliquidated, and as for which no Proof of Claim or Interest, as applicable, has been timely filed; or (c) a Claim or Interest that is Allowed (i) pursuant to the Plan, (ii) in any stipulation that is approved by the Bankruptcy Court, or (iii) pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection herewith. Except as otherwise specified in the Plan or any Final Order, the amount of an Allowed Claim shall not include interest or other charges on such Claim from and after the Petition Date. No Claim of any Entity subject to Bankruptcy Code section 502(d) shall be deemed Allowed unless and until such Entity pays in full the amount that it owes such Debtor or Reorganized Debtor, as applicable.

~~15~~19. "*Approved Budget*" has the meaning set forth in the Final DIP Order.

~~16. "*Assumption and Assignment Notice*" means the notice sent to each non-Debtor counterparty to an Executory Contract or Unexpired Lease pursuant to the Bidding Procedures Order setting forth (i) the possible assumption and assignment of certain contracts in connection with a Sale Transaction and (ii) the Debtors' proposed amounts required to cure all monetary defaults under such contracts.~~

~~17~~20. "*Avoidance Actions*" means any and all avoidance, recovery, subordination, or other Claims, actions~~,~~ or remedies that may be brought by or on behalf of the Debtors or their Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under Bankruptcy Code sections 502, 510, 542, 544, 545, 547 through and including Bankruptcy Code sections 553, and 724(a) or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

~~18~~21. "*Ballot*" means the ballots accompanying this Plan and Disclosure Statement upon which certain Holders of Impaired Claims entitled to vote on the Plan shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the procedures governing the solicitation process as set forth in this Plan and Disclosure Statement.

~~19~~22. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as may be amended from time to time.

~~20~~23. "*Bankruptcy Court*" means the United States Bankruptcy Court for the Southern District of Texas or such other court having jurisdiction over the Chapter 11 Cases.

~~21~~24. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Chapter 11 Cases and the general, local, and chambers rules of the Bankruptcy Court.

~~22~~25. "*Bidding Procedures*" means the bidding procedures attached as Exhibit 1 to the Bidding Procedures Order (as may be amended, modified, or supplemented from time to time in accordance with the terms thereof).

~~23~~26. "*Bidding Procedures Motion*" means the *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* [Docket No. 135].

~~24~~27. "*Bidding Procedures Order*" means 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 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 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. 219].

~~25~~28. "*Bravo*" means the Debtors' U.S. colocation services, network and workplace services businesses owned and operated by the Debtors and assets primarily related ~~assets that are not Eagle~~thereto.

~~26~~29. "*Business Day*" means any day, other than a Saturday, Sunday, or a legal holiday, as defined in Bankruptcy Rule 9006(a).

~~27~~30. "*Canadian Court*" means the Ontario Superior Court of Justice (Commercial List).

~~28~~31. "*Cash*" means the legal tender of the United States of America or the equivalent thereof, including bank deposits and checks.

~~29~~32. "*Causes of Action*" means any claims, interests, damages, remedies, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, choate or inchoate, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law; (b) any claim based on or relating to, or in any manner arising from, in whole or in part, breach of fiduciary duty, violation of local, state, federal, or foreign law, or breach of any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; (c) the right to object to or otherwise contest Claims or Interests; (d) claims pursuant to Bankruptcy Code sections 362, 510, 542, 543, 544 through 550, or 553; and (e) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in Bankruptcy Code section 558.

~~30~~33. "*CCAA Proceeding*" means that recognition proceeding, commenced under Part IV of the *Companies' Creditors Agreement Act* (Canada) in the Canadian Court in which the Canadian Court has granted orders, among other things, recognizing the Chapter 11 Case of Sungard AS Canada as a "foreign main proceeding."

~~31~~34. "*Certificate*" means any instrument evidencing a Claim or an Interest.

~~32~~35. "*Chapter 11 Cases*" means (a) when used with reference to a particular Debtor, the chapter 11 case filed for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all Debtors, the jointly administered chapter 11 cases for all of the Debtors.

~~33~~36. "*Claim*" means any claim, as defined in Bankruptcy Code section 101(5), against any of the Debtors.

~~34~~37. "*Claims and Noticing Agent*" means Kroll Restructuring Administration, LLC, the notice, claims~~,~~ and solicitation agent retained by the Debtors in the Chapter 11 Cases.

~~35~~38. "*Claims Register*" means the official register of Claims against and Interests in the Debtors maintained by the Claims and Noticing Agent.

~~36~~39. "*Class*" means a category of Claims or Interests under Bankruptcy Code section 1122(a).

40. "*CMS*" means the North American cloud and managed services business and mainframe as a service owned and operated by the Debtors and assets primarily related thereto.

~~37~~41. "*Committee*" means the official committee of unsecured creditors appointed in the Chapter 11 Cases on April 25, 2022 by the U.S. Trustee, as may be reconstituted from time to time.

~~38~~42. "*Company*" means the Debtors and their non-Debtor affiliates.

~~39~~43. "*Compensation and Benefits Programs*" means all employment and severance agreements and policies, all indemnification agreements, and all compensation and benefit plans, policies, and programs of the Debtors, and all amendments and modifications thereto, applicable to the Debtors' employees, former employees, retirees, and current and former non-employee directors and the employees, former employees and retirees of their subsidiaries, including all savings plans, retirement plans, health care plans, disability plans, severance benefit agreements, and plans, incentive plans, deferred compensation plans and life, accidental death, and dismemberment insurance plans.

~~40~~44. "*Confirmation*" means the entry of the Confirmation Order by the Bankruptcy Court on the docket of the Chapter 11 Cases.

~~41~~45. "*Confirmation Date*" means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases.

~~42~~46. "*Confirmation Hearing*" means the hearing before the Bankruptcy Court under Bankruptcy Code section 1128 at which the Debtors seek entry of the Confirmation Order, as such hearing may be continued from time to time.

~~43~~47. "*Confirmation Order*" means the order of the Bankruptcy Court approving the Disclosure Statement as containing "adequate information" pursuant to Bankruptcy Code section 1125 and confirming the Plan pursuant to Bankruptcy Code section 1129.

~~44~~48. "*Confirmation Recognition Order*" means an order of the Canadian Court recognizing the Confirmation Order and giving such order full force and effect in Canada.

~~45~~49. "*Consenting Credit Agreement Lenders"* means collectively, the Consenting First Lien Lenders and Consenting Second Lien Lenders.

~~46~~50. "*Consenting First Lien Lenders*" means holders of First Lien Credit Agreement Claims that have executed and delivered counterpart signature pages to the Restructuring Support Agreement. For the avoidance of doubt, to the extent that any First Lien Credit Agreement Claims held by Consenting First Lien Lenders are rolled up into the Term Loan DIP Facility, all references herein to such Consenting First Lien Lenders solely with respect to such rolled-up First Lien Credit Agreement Claims shall be included in the definition of Consenting Term Loan DIP Lenders.

~~47~~51. "*Consenting Second Lien Lenders*" means holders of Second Lien Credit Agreement Claims that have executed and delivered counterpart signature pages to the Restructuring Support Agreement. ~~For the avoidance of doubt, to the extent that any Second Lien Credit Agreement Claims held by Consenting Second Lien Lenders are rolled up into the Term Loan DIP Facility, all references herein to such Consenting Second Lien Lenders solely with~~

~~respect to such rolled-up Second Lien Credit Agreement Claims shall be included in the definition of Consenting Term Loan DIP Lenders.~~

~~48. "*Consenting Stakeholder Purchaser*" means, in the event the Consenting Stakeholders acquire all, substantially all, or one or more groups of assets pursuant to a sale (if the Reserve Price is not satisfied in the Sale Scenario) in lieu of the Equitization Scenario, a new Delaware limited liability company, corporation, or other entity that will be organized and formed by the Consenting Stakeholders to make such acquisition.~~

~~49~~52. "*Consenting Stakeholders*" means collectively, the Consenting First Lien Lenders, the Consenting Second Lien Lenders and the Consenting Term Loan DIP Lenders.

~~50~~53. "*Consenting Term Loan DIP Lenders*" means the Term Loan DIP Lenders that have executed and delivered counterpart signature pages to the Restructuring Support Agreement.

~~51~~54. "*Consummation*" means the occurrence of the Effective Date.

~~52. "*Contingent Distribution Amount*" means 3.5% of each dollar in excess of $425,000,000 realized from one or more Third Party Sales where the Cash proceeds realized by the Debtors' Estates collectively exceed $425,000,000.~~

~~53~~55. "*Credit Agreements*" means, collectively, the First Lien Credit Agreement, the Non-Extending Second Lien Credit Agreement and the Second Lien Credit Agreement.

~~54~~56. "*Credit Agreement Claims*" means, collectively, the First Lien Credit Agreement Claims, the Non-Extending Second Lien Credit Agreement Claims and the Second Lien Credit Agreement Claims.

~~55~~57. "*Credit Agreement Lenders*" means, collectively, the Holders of Credit Agreement Claims.

~~56. "*Credit Bid Sale Consideration*" means the debt and/or equity to be distributed to Holders of Term Loan DIP Facility Claims and Credit Agreement Claims as and to the extent applicable pursuant to the terms of a Credit Bid Sale approved by the Bankruptcy Court.~~

~~57. "*Credit Bid Sale*" means a sale of substantially all of the assets of the Debtors to the Consenting Stakeholder Purchaser pursuant to Bankruptcy Code section 363(k).~~

58. "*Critical Vendor Order*" means the *Order (I) Authorizing the Debtors to Pay Certain Critical Vendors, (II) Confirming Administrative Expense Priority of Outstanding Purchase Orders and (III) Granting Related Relief* [Docket No. 67].

59. "*Cure*" or "*Cure Claim*" means a Claim (unless waived or modified by the applicable counterparty) based upon a Debtor's defaults under an Executory Contract or an Unexpired Lease assumed by such Debtor under Bankruptcy Code section 365 or 1123, other than a default that is not required to be cured pursuant to Bankruptcy Code section 365(b)(2).

60. "*Customer Agreement*" means any agreement between a Debtor and a non-Debtor counterparty pursuant to which a Debtor provides services to the non-Debtor counterparty, and all service orders, schedules, exhibits, addenda, statements of work or other documents related thereto.

~~60~~61. "*D&O Liability Insurance Policies*" means all unexpired directors', managers', and officers' liability insurance policies (including any "tail policy" and all agreements, documents, or instruments related thereto) of any of the Debtors that have been issued or provide coverage to current and/or former directors, managers, officers, and employees of the Debtors.

~~61~~62. "*Debtor Release*" means the releases set forth in Article XII.B.

~~62~~63. "*Debtors*" has the meaning set forth in the Introduction.

~~63~~64. "*Definitive Documents*" has the meaning set forth in the Restructuring Support Agreement.

~~64~~65. "*DIP ABL Agent*" means PNC Bank, National Association as administrative agent and collateral agent under the DIP ABL Facility.

~~65~~66. "*DIP Agents*" means the DIP ABL Agent and the Term Loan DIP Agent.

~~66~~67. "*DIP Facilities*" means the ABL DIP Facility and the Term Loan DIP Facility.

~~67~~68. "*DIP Facility Claims*" means the ABL DIP Facility Claims and the Term Loan DIP Facility Claims.

~~68~~69. "*DIP Documents*" means the ABL DIP Documents and the Term Loan DIP Documents.

~~69~~70. "*DIP Lenders*" means, collectively, the ABL DIP Lenders and the Term Loan DIP Lenders.

~~70~~71. "*DIP Motion*" means the *Debtors' Emergency 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* [Docket No. 3].

~~71~~72. "*DIP Orders*" means the Interim DIP Order and the Final DIP Order.

~~72~~73. "*DIP Term Sheets*" means the ABL DIP Term Sheet and the Term Loan DIP Term Sheet.

~~73~~74. "*Disclosure Statement*" has the same meaning as the Plan and Disclosure Statement.

~~74~~75. "*Disputed*" means, with respect to a Claim, (a) any such Claim to the extent neither Allowed or Disallowed under the Plan or a Final Order nor deemed Allowed under Bankruptcy Code section 502, 503, or 1111, or (b) to the extent the Debtors or any party in interest has interposed a timely objection before the deadlines imposed by the Confirmation Order, which objection has not been withdrawn or determined by a Final Order. To the extent only the Allowed amount of a Claim is disputed, such Claim shall be deemed Allowed in the amount not disputed, if any, and Disputed as to the balance of such Claims.

~~75~~76. "*Distribution Agent*" means, as applicable, the Debtors, the Reorganized Debtors, the Plan Administrator or any Entity the Debtors or Reorganized Debtors select to make or to facilitate distributions in accordance with the Plan.

~~76~~77. "*Distribution Date*" means, except as otherwise set forth herein, the date or dates determined by the Debtors or the Reorganized Debtors, on or after the Effective Date, upon which the Distribution Agent shall make distributions to Holders of Allowed Claims entitled to receive distributions under the Plan.

~~77~~78. "*Distribution Record Date*" has the meaning set forth in Article XI.D.1.

~~78~~79. "*DTC*" means the Depository Trust Company.

~~79~~80. "*Eagle*" means the data recovery business owned and operated by the Debtors and ~~related~~ assets primarily related thereto.

81. *"Eagle Sale Scenario"* means a transaction pursuant to which the Debtors determine to sell the Eagle assets, and the resulting proceeds are distributed in accordance with the terms of the Plan.

~~80~~82. "*Effective Date*" means the date that is the first Business Day after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions precedent to the occurrence of the Effective Date set forth in Article XV.A. have been (i) satisfied or (ii) waived pursuant to Article XV.B., and (c) the Debtors declare the Plan effective. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

~~81~~83. "*Entity*" means an entity as defined in Bankruptcy Code section 101(15).

~~82~~84. "*Equitization Scenario*" means~~, in the event the Consenting Stakeholder Purchaser submits a bid for all, substantially all, or any group of the Debtors' assets, such bid is the successful bid, and the Required Consenting Stakeholders elect to consummate such transaction by receiving equity in the applicable Reorganized Debtor(s) through the Plan rather than pursuant to section 363 of the Bankruptcy Code,~~ a restructuring transaction pursuant to which ~~the Consenting Stakeholders~~ Holders of Allowed Term Loan DIP Facility Claims and Allowed First Lien Credit Agreement Claims shall receive equity in any Reorganized Debtor pursuant to the Plan and consistent with the Restructuring Support Agreement.

85. "*Equity Allocation Schedule*" means, in the event of the Equitization Scenario, a schedule to be filed with the Plan Supplement setting forth the allocation of Reorganized Debtor Equity to be distributed to the First Lien Credit Agreement Lenders and the Term Loan DIP Lenders, which schedule shall be subject to the RSA Definitive Document Requirements.

~~83~~86. "*Estate*" means the estate of any Debtor created under Bankruptcy Code sections 301 and 541 upon the commencement of the applicable Debtor's Chapter 11 Case.

~~84~~87. "*Exculpated Party*" means each of the following, solely in its capacity as such: (a) the Debtors and Reorganized Debtors; (b) the Committee and its members; (c) the ~~DIP Lenders (in their capacity as DIP Facility Lenders, directors, board observers, shareholders, and in any other capacity); (d) the DIP Agents; (e) the Consenting Stakeholders (in their capacity as Consenting Stakeholders, directors, board observers, shareholders, and in any other capacity) and the Ad Hoc Group; (f) the Prepetition Term Loan Agent; (g) Prepetition ABL Agent; (h) the Consenting Stakeholder Purchaser (if applicable), (i) the Plan Administrator (if applicable); (j) the~~ Foreign Representative; (~~k~~d) the Information Officer; and (~~l~~e) with respect to the foregoing clauses (a) through (~~l~~d), each such Entity's current and former Affiliates, directors, board observers, managers, officers, control persons, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, participants, managed accounts or funds, fund advisors, predecessors, successors, assigns, subsidiaries, principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, investment managers, and other professionals, each in their capacity as such.

~~85~~88. "*Executory Contract*" means a contract or lease to which one or more of the Debtors is a party that is subject to assumption or rejection under Bankruptcy Code sections 365 or 1123.

~~86~~89. "*Existing Equity Interests*" means equity Interests in Sungard AS.

~~87~~90. "*Exit Facility*" means, to the extent applicable, an exit financing facility that may be obtained on or prior to the Effective Date, the proceeds of which will be used ~~to~~for, among other things~~ and to the extent applicable, fund Cash Distributions under the Plan and for~~, working capital of the Reorganized Debtors.

~~88~~91. "*Exit Facility Documents*" means, to the extent applicable, any documentation necessary to evidence the commitment with respect to the Exit Facility and any other documentation necessary to effectuate the incurrence of the Exit Facility, subject to the RSA Definitive Document Requirements.

~~89~~92. "*Federal Judgment Rate*" means the federal judgment rate in effect pursuant to 28 U.S.C. § 1961 as of the Petition Date, compounded annually.

~~90~~93. "*File*," "*Filed*," or "*Filing*" means file, filed, or filing in the Chapter 11 Cases with the Bankruptcy Court or, with respect to the filing of a Proof of Claim, the Solicitation Agent.

~~91~~94. "*Final Decree*" means the decree contemplated under Bankruptcy Rule 3022.

~~92~~95. "*Final DIP Order*" means the *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, (VII) Scheduling a Final Hearing, and (VIII) Granting Related Relief* [Docket No. 220].

~~93~~96. "*Final Order*" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, stayed, modified or amended, and as to which the time to appeal, seek leave to appeal, or seek certiorari has expired and no appeal or petition for certiorari or motion for leave to appeal has been timely taken, or as to which any appeal that has been taken or any petition for certiorari or motion for leave to appeal that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari or leave to appeal could be sought or the new trial, reargument, leave to appeal or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice.

~~94~~97. "*First Day Pleadings*" means the first-day pleadings filed in connection with the Chapter 11 Cases.

~~95~~98. "*First Lien Credit Agreement*" means that certain Credit Agreement, dated as of December 22, 2020 (as amended or supplemented by that certain Amendment No. 1 to Credit Agreement, dated as of April 20, 2021, that certain Waiver to Credit Agreement, dated as of March 24, 2022, that certain Amendment No. 2 to Credit Agreement, dated as of April 7, 2022 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time) by and among Sungard AS New Holdings III, LLC, as Borrower, Sungard AS Holdings II, the First Lien Lenders from time to time party thereto, and Alter Domus Products Corp., as Administrative Agent.

~~96~~99. "*First Lien Credit Agreement Claims*" means any Claim against a Debtor arising under, derived from, secured by, based on, or related to the First Lien Credit Agreement.

~~97~~100. "*First Lien ~~Equitization~~Equity Consideration*" means, to the extent applicable, the Reorganized Debtor Equity distributed to Holders of Allowed First Lien Credit Agreement Claims under the Plan in the Equitization Scenario.

~~98~~101. "*First Lien Lenders*" means the lenders under the First Lien Credit Agreement.

102. "*First Lien Sale Consideration*" means the Sale Proceeds to be distributed to Holders of Allowed First Lien Credit Agreement Claims under the Plan in the Eagle Sale Scenario.[2]

~~99~~103. "*Foreign Representative*" means Sungard AS Canada in its capacity as foreign representative of the Debtors pursuant to the *Order (I) Authorizing Sungard Availability Services (Canada) Ltd./Sungard Services de Continuite des Affairs (Canada) Ltee to Act as Foreign Representative and (II) Granting Related Relief* [Docket No. 66].

~~100~~104. "*General Unsecured Claim*" means any Claim (other than an Administrative Claim, a DIP Facility Claim, a Professional Fee Claim, a Secured Tax Claim, an Other Secured Claim, a Priority Tax Claim, an Other Priority Claim, a Credit Agreement Claim, an Intercompany Claim, or a Section 510(b) Claim) against one or more of the Debtors including (a) Claims arising from the rejection of Unexpired Leases and Executory Contracts and

[2] Amount of First Lien Sale Consideration, if any, to be identified in the Plan Supplement.

(b) Claims arising from any litigation or other court, administrative or regulatory proceeding, including damages or judgments entered against, or settlement amounts owing by a Debtor related thereto~~, but not including Term Loan Deficiency Claims~~.

~~101~~105. "*General Unsecured Creditor*" means the Holder of a General Unsecured Claim.

~~102~~106. "*Governmental Unit*" has the meaning set forth in Bankruptcy Code section 101(27).

~~103. "GUC Recovery Pool" means Cash consisting of (i) $1,375,000; (ii) an amount equal to 50% of any unused funds authorized under the Critical Vendor Order up to a cap of $1,000,000; and (iii) any unused amounts in the Approved Budget for Retained Professionals of the Committee.~~

~~104~~107. "*Holder*" means an Entity holding a Claim or an Interest in a Debtor.

~~105~~108. "*Impaired*" means, with respect to any Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of Bankruptcy Code section 1124.

~~106~~109. "*Indemnification Provisions*" means each of the Debtors' indemnification provisions in effect as of the Petition Date, whether in the Debtors' bylaws, certificates of incorporation, other formation documents, board resolutions, management or indemnification agreements, employment contracts, or otherwise providing a basis for any obligation of a Debtor to indemnify, defend, reimburse, or limit the liability of, or to advances fees and expenses to, any of the Debtors' current and former directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, and professionals of the Debtors, and such current and former directors', officers', and managers' respective Affiliates, each of the foregoing solely in their capacity as such.

~~107~~110. "*Information Officer*" means Alvarez & Marsal Canada Inc. solely in its capacity as court appointed Information Officer in the CCAA Proceeding.

~~108~~111. "*Intercompany Claim*" means any Claim held by a Debtor against another Debtor or an Affiliate of a Debtor or any Claim held by an Affiliate of a Debtor against a Debtor.

~~109~~112. "*Intercompany Interest*" means an Interest in a Debtor other than an Interest in Sungard AS.

~~110~~113. "*Interest*" means, collectively, the shares (or any class thereof) of common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of a Debtor, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of a Debtor (in each case whether or not arising under or in connection with any employment agreement).

~~111~~114. "*Interim DIP Order*" means 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* [Docket No. 69].

~~112~~115. "*Law*" means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).

~~113~~116. "*Lien*" means a lien as defined in Bankruptcy Code section 101(37).

~~114~~117. "*Loans*" shall mean the indebtedness under each of the Credit Agreements.

~~115~~118. "*Management Incentive Plan*" means, in the event of the Equitization Scenario, that certain management incentive plan of the applicable Reorganized Debtor(s) for grants of equity and equity-based awards to officers, management, key employees, and directors of the applicable Reorganized Debtor(s), which management incentive plan shall be subject to the RSA Definitive Document Requirements.

~~116~~119. "*MIP Equity*" means any Reorganized Debtor Equity that may be issued pursuant to the Management Incentive Plan to the extent provided for thereunder.

~~117~~120. "*New Organizational Documents*" means, in the event of the Equitization Scenario, such certificates or articles of incorporation, charters, bylaws, operating agreements, shareholder agreements, or other applicable formation documents for each of the Reorganized Debtors, as applicable, the forms of which shall be included in the Plan Supplement~~,~~ and subject to the RSA Definitive Document Requirements.

~~118~~121. "*Non-Extending Second Lien Credit Agreement*" means that certain junior lien credit agreement, dated as of May 3, 2019 (as amended by that certain Amendment No. 1 to Junior Lien Credit Agreement, dated as of August 11, 2020, that certain Amendment No. 2 to Junior Lien Credit Agreement, dated as of December 10, 2020, that certain Amendment No. 3 to Junior Lien Credit Agreement, dated as of December 20, 2020 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time), by and among Sungard AS New Holdings III, LLC, as Borrower, Sungard AS New Holdings II, LLC, the Lenders party thereto from time to time, and Alter Domus Products Corp., as Administrative Agent.

~~119~~122. "*Non-Extending Second Lien Credit Agreement Claims*" means any Claim against a Debtor arising under, derived from, secured by, based on, or related to the Non-Extending Second Lien Credit Agreement.

~~120. "*Non-Extending Second Lien Equitization Consideration*" means Reorganized Debtor Equity distributed to the Holders of Allowed Non-Extending Second Lien Credit Agreement Claims to the extent that the First Lien Credit Agreement Claims are satisfied in full and in accordance with the Second Lien Allocation Schedule.~~

~~121~~123. "*Non-Extending Second Lien Lenders*" means the lenders under the Non-Extending Second Lien Credit Agreement.

~~122~~124. "*Other Priority Claim*" means any Claim other than an Administrative Claim or a Priority Tax Claim entitled to priority in right of payment under Bankruptcy Code section 507(a).

~~123~~125. "*Other Secured Claim*" means any Secured Claim against the Debtors, including any Secured Tax Claim, other than a Credit Agreement Claim.

~~124~~126. "*Pantheon*" means the campus facility assets owned and the services provided by the Debtors' non-Debtor subsidiary in Lognes, France.

~~125~~127. "*Person*" means a person as defined in Bankruptcy Code section 101(41).

~~126~~128. "*Petition Date*" means April 11, 2022, the date on which each of the Debtors filed its respective petition for relief commencing its Chapter 11 Cases.

~~127~~129. "*Plan*" has the same meaning as the Plan and Disclosure Statement.

~~128~~130. "*Plan Administrator*" means, in the event of the Eagle Sale Scenario, the Person or Entity, or any successor thereto, designated by the Debtors, who will be disclosed in the Plan Supplement~~, to~~ and will have all powers and authorities set forth in Article VIII.J.2.

~~129~~131. "*Plan Administration Agreement*" means, in the event of the Eagle Sale Scenario, the agreement among the Plan Administrator and the Debtors regarding the administration of the Debtors' assets and other matters to be filed as part of the Plan Supplement.

~~130~~132. "*Plan and Disclosure Statement*" means this combined disclosure statement and joint chapter 11 plan, including all appendices, exhibits, schedules and supplements hereto (including any appendices, exhibits, schedules and supplements that are contained in the Plan Supplement), as it may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and the Restructuring Support Agreement, and any procedures related to the solicitation of votes to accept or reject the Plan, as the same may be altered, amended, modified or supplemented from time to time in accordance with the terms hereof and the Restructuring Support Agreement.

~~131~~133. "*Plan Supplement*" means the compilation of documents and forms of documents, schedules and exhibits (or substantially final forms thereof), in each case subject to the terms and provisions of the Restructuring Support Agreement, to be filed no later than the Plan Supplement Filing Date, as may be amended, modified or supplemented from time to time through and including the Effective Date, which may include, as and to the extent applicable: (a) New Organizational Documents; (b) a Schedule of ~~Rejected~~Assumed Executory Contracts and Unexpired Leases; (c) a Schedule of ~~Assumed Executory Contracts and Unexpired Leases; (d) a Schedule of~~ Retained Causes of Action; (~~e~~d) a memorandum setting forth certain Restructuring Transactions; (~~f~~e) a Management Incentive Plan; (~~g~~f) ~~a Second Lien~~the Equity Allocation Schedule; (~~h~~g) a Plan Administration Agreement; (~~i~~h) Take Back Debt Facility Documents; (~~j~~i) Exit Facility Documents ~~and (k~~; (j) the Liquidation Analysis; (k) the Financial Projections; (l) the Valuation Analysis; and (m) any and all other documentation necessary to effectuate the Restructuring Transactions or that is contemplated by the Plan.

~~132~~134. "*Plan Supplement Filing Date*" means the date that is seven (7) days before the Voting Deadline.

~~133~~135. "*PNC Revolving Credit Agreement*" means that certain Revolving Credit Agreement, dated as of August 6, 2019 (as amended by that certain Amendment and Waiver No. 1 to Revolving Credit Agreement, dated as of September 24, 2019, that certain Amendment No. 2 to Revolving Credit Agreement, dated as of August 12, 2020, that certain Amendment No. 3 to Revolving Credit Agreement, dated as of December 22, 2020, that certain Joinder and Amendment No. 4 to Revolving Credit Agreement, dated as of May 25, 2021, that certain Amendment No. 5 and Waiver to Revolving Credit Agreement, dated as of March 24, 2022, that certain Amendment No. 6 to Revolving Credit Agreement, dated as of April 7, 2022 and as further amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time), by and among the borrowers from time to time party thereto, Sungard AS New Holdings II, LLC, the lenders from time to time party thereto, and PNC Bank, National Association, as administrative agent.

~~134~~136. "*PNC Waiver*" means the amendment to the PNC Revolving Credit Agreement dated April 7, 2022.

~~135~~137. "*Prepetition ABL Agent*" means PNC Bank, National Association as administrative agent under the PNC Resolving Credit Agreement.

~~136~~138. "*Prepetition Term Loan Agent*" means Alter Domus Products Corp. as administrative agent under the First Lien Credit Agreement, the Non-Extending Second Lien Credit Agreement and the Second Lien Credit Agreement.

~~137~~139. "*Priority Tax Claim*" means any Claim of a Governmental Unit of the kind specified in Bankruptcy Code section 507(a)(8).

~~138~~140. "*Prior Cases*" means the Prior Debtors' prepackaged chapter 11 cases, which were jointly administered under the caption *In re Sungard Availability Servs. Capital, Inc.*, Case No. 19-22915 (RDD) (Bankr. S.D.N.Y.).

~~139~~141. "*Prior Debtors*" means, collectively: Sungard Availability Services Capital, Inc.; Sungard Availability Services Holdings, LLC; Sungard Availability Network Solutions, Inc.; Sungard Availability Services Technology, LLC; Sungard Availability Services, LP; Inflow, LLC; and Sungard Availability Services Vericenter, Inc. in their capacity as debtors in the Prior Cases.

~~140~~142. "*Pro Rata*" means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that respective Class.

~~141~~143. "*Professional Fee Claim*" means all Administrative Claims for the compensation of Retained Professionals and the reimbursement of expenses incurred by such Retained Professionals through and including the Effective Date under Bankruptcy Code sections 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) to the extent such fees and expenses have not been paid pursuant to an order of the Bankruptcy Court.

~~142~~144. "*Professional Fee Escrow Account*" means an interest-bearing account funded by the Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Reserve Amount as set forth in Article VI.A.

~~143~~145. "*Professional Fee Reserve Amount*" means the aggregate amount of Retained Professional Fee Claims and other unpaid fees and expenses that the Retained Professionals estimate they have incurred or will incur in rendering services to the Debtors prior to and as of the Effective Date, which estimates Retained Professionals shall deliver to the Debtors and the Ad Hoc Group Advisors as set forth in Article VI.A. and, for the Committee's Retained Professionals, subject to the cap contained in the Final DIP Order.

~~144~~146. "*Proof of Claim*" means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

147. "*Purchase Agreement*" means any agreement(s) between one of more of the Debtors and a third-party Purchaser memorializing any Sale Transaction, including the 365 APA and the 11:11 APA.

~~145~~148. "*Purchaser*" means ~~any~~a purchaser ~~of all or any subset of the Debtors' assets in a Third Party Sale~~under a Purchase Agreement.

~~146~~149. "*Reinstate*," "*Reinstated*," or "*Reinstatement*" means, leaving a Claim Unimpaired under the Plan.

~~147~~150. "*Released Party*" means each of the following, solely in its capacity as such: (a) the Debtors and Reorganized Debtors; (b) the DIP Facility Lenders (in their capacity as DIP Facility Lenders, directors, board observers, shareholders, and in any other capacity); (c) the DIP Agents; (d) the Consenting Stakeholders (in their capacity as Consenting Stakeholders, directors, board observers, shareholders, and in any other capacity) and the Ad Hoc Group; (e) the Prepetition Term Loan Agent; (f) Prepetition ABL Agent; (g) the ~~Consenting Stakeholder Purchaser~~Plan Administrator (if applicable); (h) the ~~Plan Administrator (if applicable); (i) the~~ Foreign Representative; (~~j~~i) the Information Officer; (~~k~~j) the Committee, and its members and (~~j~~k) with respect to the foregoing clauses (a) through (j), each such Entity's current and former Affiliates, directors, board observers, managers, officers, control persons, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, participants, managed accounts or funds, fund advisors, predecessors, successors, assigns, subsidiaries, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, investment managers, and other professionals, each in their capacity as such; *provided* that any Entity that opts out of the releases contained in the Plan shall not be a "Released Party."

~~148~~151. "*Releasing Party*" means each of the following, solely in its capacity as such: (a) the Debtors and Reorganized Debtors; (b) the DIP Facility Lenders (in their capacity as DIP Facility Lenders, directors, board observers, shareholders, and in any other capacity); (c) the DIP Agents; (d) the Consenting Stakeholders (in their capacity as DIP Facility Lenders, directors, board observers, shareholders, and in any other capacity) and the Ad Hoc Group; (e) the Prepetition Term Loan Agent; (f) Prepetition ABL Agent; (g) Holders of Claims; (h) ~~all~~ Holders of Interests; ~~and~~ (i) the ~~Consenting Stakeholder Purchaser~~Plan Administrator (if applicable); (j) the ~~Plan Administrator (if applicable); (k) the~~ Foreign Representative; (~~l~~k) the Information Officer; and (~~m~~l) with respect to

the foregoing clauses (a) through (~~l~~k), each such Entity's current and former Affiliates, directors, board observers, managers, officers, control persons, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, participants, managed accounts or funds, fund advisors, predecessors, successors, assigns, subsidiaries, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, investment managers, and other professionals, each in their capacity as such; *provided that* an Entity shall not be a Releasing Party if, in the cases of clauses (g) and (h), such Entity: (1) elects to opt out of the releases contained in the Plan; or (2) timely files with the Bankruptcy Court, on the docket of the Chapter 11 Cases, an objection to the releases contained in the Plan that is not resolved before Confirmation.

~~149~~152. "*Reorganized Debtor Equity*" means, in the event of the Equitization Scenario, the equity interests in the applicable Reorganized ~~Debtors(s)~~Debtor in which the Required Consenting Stakeholders elect to ~~acquire equity, to be authorized, issued, or reserved on the Effective Date pursuant to the Plan~~receive equity.

~~150~~153. "*Reorganized Debtors*" means, in the Equitization Scenario, the applicable ~~Debtors in which the Required Consenting Stakeholders elect to acquire equity, as reorganized pursuant to and under the Plan~~Debtor(s), or any successor thereto, by merger, amalgamation, consolidation, or otherwise, which shall remain in existence on or after the Effective Date with the consent of the Required Consenting Stakeholders and in accordance with the Restructuring Transactions.

~~151~~154. "*Reorganized Sungard AS*" means, in the Equitization Scenario and to the extent it is determined by the Debtors and the Required Consenting Stakeholders that Sungard AS shall be a Reorganized Debtor following the Effective Date, Sungard AS reorganized pursuant to and under the Plan, or any successor thereto, by merger, amalgamation, consolidation, or otherwise, on or after the Effective Date.

~~152~~155. "*Required Consenting First Lien Lenders*" has the meaning ascribed to such term in the Restructuring Support Agreement.

~~153~~156. "*Required Consenting Second Lien Lenders*" has the meaning ascribed to such term in the Restructuring Support Agreement.

~~154. "*Required Consenting Stakeholder Election*" means, to the extent that the Consenting Stakeholder Purchaser is the Successful Bidder for all, substantially all, or one or more groups of the Debtors' assets, the Required Consenting Stakeholders' election to consummate such Restructuring Transaction as a Sale Scenario or an Equitization Scenario.~~

~~155~~157. "*Required Consenting Stakeholders*" means, collectively, the Required Term Loan DIP Lenders, the Required Consenting First Lien Lenders, and the Required Consenting Second Lien Lenders.

~~156~~158. "*Required ABL DIP Lenders*" has the meaning ascribed to such term in the ABL DIP Term Sheet.

~~157~~159. "*Required Term Loan DIP Lenders*" has the meaning ascribed to such term in the Term Loan DIP Term Sheet.

~~158. "*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' businesses as a whole in connection with the Bidding Procedures.~~

~~159~~160. "*Restructuring Support Agreement*" means that certain Restructuring Support Agreement entered into on April 11, 2022 by and among the Debtors, the Consenting Stakeholders, and any subsequent Entity that becomes a party thereto pursuant to the terms thereof, as amended from time to time, attached as Exhibit B to the Plan and Disclosure Statement.

~~160~~161. "*Restructuring Term Sheet*" means that certain term sheet attached as Exhibit B to the Restructuring Support Agreement.

~~161~~162. "*Restructuring Transactions*" means the restructuring transactions contemplated by ~~this~~the Plan and Disclosure Statement and the Restructuring Support Agreement.

~~162~~163. "*Retained Professional*" means an Entity: (a) employed in the Chapter 11 Cases pursuant to a Final Order in accordance with Bankruptcy Code sections 327, 363, or 1103 and to be compensated for services rendered prior to or on the Effective Date pursuant to (i) Bankruptcy Code sections 327, 328, 329, 330, or 331 or (ii) an order entered by the Bankruptcy Court authorizing such retention, or (b) for which compensation and reimbursement has been Allowed by the Bankruptcy Court pursuant to Bankruptcy Code section 503(b)(4).

~~163~~164. "*RSA Definitive Document Requirements*" means the respective consent rights of the Debtors and the applicable Consenting Stakeholders as set forth in the Restructuring Support Agreement with respect to the Definitive Documents.

~~164~~165. "*Sale ~~Scenario~~" ~~means a restructuring transaction involving a Credit Bid Sale and/or any Third Party Sale for all, substantially all, or one or more groups of the Debtors' assets.~~Order*" means, collectively, any order(s) of the Bankruptcy Court authorizing a Sale Transaction.

166. "*Sale Proceeds*" means the gross Cash consideration received by the Debtors in connection with the Sale Transactions.

~~165~~167. "*Sale Transaction*" means ~~a Credit Bid Sale and/or any Third Party Sales.~~ any sale by the Debtors of one or more groups of assets of the Debtors to a third party pursuant to Bankruptcy Code sections 105, 363 and 365 as contemplated under the Bidding Procedures and the Restructuring Term Sheet.

~~166~~168. "*Sale Transaction Documents*" means all documents executed and delivered by the Debtors and ~~either the Consenting Stakeholder Purchaser or the~~a Purchaser, ~~as applicable, in connection with the Sale Scenario~~including the Purchase Agreements.

~~167~~169. "*Schedule of Assumed Executory Contracts and Unexpired Leases*" means ~~in a Sale Scenario that does not involve an Equitization Scenario,~~ a schedule that will be Filed as part of the Plan Supplement and will include a list of all Executory Contracts and Unexpired Leases that the Debtors intend to assume as of the Effective Date, which shall be in form and substance reasonably acceptable to the Required Consenting Stakeholders.

~~168. "*Schedule of Rejected Executory Contracts and Unexpired Leases*" means a schedule that will be Filed as part of the Plan Supplement and will include a list of all Executory Contracts and Unexpired Leases that the Debtors intend to reject as of the Effective Date, which shall be in form and substance reasonably acceptable to the Required Consenting Stakeholders.~~

~~169~~170. "*Schedule of Retained Causes of Action*" means the schedule of certain Causes of Action of the Debtors that are not released, waived, or transferred pursuant to the Plan, as the same may be amended, modified, or supplemented from time to time, to be included in the Plan Supplement.

~~170~~171. "*SEC*" means the United States Securities and Exchange Commission.

~~171. "*Second Lien Allocation Schedule*" means a schedule to be filed with the Plan Supplement setting forth the allocation of value to be distributed to Second Lien Lenders and Non-Extending Second Lien Lenders (in a Sale Scenario or Equitization Scenario) which shall take into account the value attributed to the respective obligors under the Second Lien Credit Agreement and Non-Extending Second Lien Credit Agreement, which schedule shall be subject to the RSA Definitive Document Requirements.~~

172. "*Second Lien Credit Agreement*" means that certain Junior Lien Credit Agreement, dated as of December 22, 2020 ~~(~~, as amended or supplemented by that certain Amendment No. 1 to Junior Lien Credit

Agreement, dated as of April 20, 2021, that certain Waiver to Junior Lien Credit Agreement, dated as of March 24, 2022, that certain Amendment No. 2 to Junior Lien Credit Agreement, dated as of April 7, 2022 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, by and among Sungard AS New Holdings III, LLC, the Borrower, Sungard As Holdings II, LLC, the Lenders from time to time party thereto and Alter Domus Products Corp., as Administrative Agent.

173. "*Second Lien Credit Agreement Claims*" means any Claim against a Debtor arising under, derived from, secured by, based on, or related to the Second Lien Credit Agreement.

~~174. "*Second Lien Equitization Consideration*" means, in the Equitization Scenario, Reorganized Debtor Equity distributed to Holders of Allowed Second Lien Credit Agreement Claims to the extent that the First Lien Credit Agreement Claims are satisfied in full and in accordance with the Second Lien Allocation Schedule.~~

~~175~~174. "*Second Lien Lenders*" means the lenders under the Second Lien Credit Agreement.

~~176~~175. "*Section 510(b) Claim*" means any Claim against any Debtor: (a) arising from the rescission of a purchase or sale of a Security of any Debtor or an affiliate of any Debtor; (b) for damages arising from the purchase or sale of such a Security; or (c) for reimbursement or contribution Allowed under Bankruptcy Code section 502 on account of such a Claim; *provided* that a Section 510(b) Claim shall not include any Claims subject to subordination under Bankruptcy Code section 510(b) arising from or related to an Interest.

~~177~~176. "*Secured Claim*" means, when referring to a Claim, a Claim: (a) secured by a Lien on property in which any of the Debtors has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to Bankruptcy Code section 553, to the extent of the value of the creditor's interest in such Debtor's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to Bankruptcy Code section 506(a); or (b) Allowed pursuant to the Plan, or separate order of the Bankruptcy Court, as a Secured Claim.

~~178~~177. "*Secured Tax Claim*" means any Secured Claim that, absent its secured status, would be entitled to priority in right of payment under Bankruptcy Code section 507(a)(8) (determined irrespective of time limitations), including any related Secured Claim for penalties.

~~179~~178. "*Securities Act*" means the Securities Act of 1933, as amended.

~~180~~179. "*Security*" shall have the meaning set forth in Bankruptcy Code section 101(49).

~~181~~180. "*Servicer*" means an agent or other authorized representative of Holders of Claims or Interests.

~~182~~181. "*Solicitation Agent*" means Kroll Restructuring Administration LLC, the notice, claims, and solicitation agent retained by the Debtors in the Chapter 11 Cases by Bankruptcy Court order.

~~183~~182. "*Solicitation Materials*" means the solicitation materials with respect to the Plan and Disclosure Statement including the Ballots.

~~184~~183. "*Sungard AS*" means Sungard AS New Holdings, LLC, a Delaware limited liability company.

~~185~~184. "*Sungard AS Canada*" means Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee.

~~186~~185. "*Sungard AS UK"* means Sungard Availability Services (UK) Limited.

~~187~~186. "*Sungard AS India*" means Sungard Availability Services (India) Private Limited.

187. *"Supplemental Order"* means the Order of the Canadian Court granted April 14, 2022, which among other things, appoints the Information Officer and grants the Administration Charge.

188. "*Take Back Debt Facility*" means, in the Equitization Scenario, if applicable, a first lien credit facility, which may be incurred by a Reorganized Debtor on the Plan Effective Date, as set forth in the Plan, and all related loan documents in connection therewith, and which shall consist of other terms and conditions to be agreed by the Debtors and Required Consenting Stakeholders.

189. "*Take Back Debt Facility Documents*" means, in the Equitization Scenario, if applicable, the documents governing the Take Back Debt Facility, including the credit agreement, any amendments, modifications, and supplements thereto, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements or modifications of any of the foregoing) related to or executed in connection therewith.

190. "*Tax Code*" means the Internal Revenue Code of 1986, as amended from time to time.

~~191. "*Term Loan Deficiency Claims*" means deficiency Claims related to Term Loan DIP Facility Claims (which shall be subject to recharacterization as Credit Agreement Claims in accordance with the Final DIP Order) and Credit Agreement Claims to the extent that the Allowed amount of such Claims exceed the value of the collateral securing such Claims.~~

~~192~~191. "*Term Loan DIP Agent*" means ~~SRS~~ Acquiom~~, Inc.~~ Agency Services, LLC in its capacity as agent under the Term Loan DIP Documents.

~~193~~192. "*Term Loan DIP Documents*" means the documents governing the Term Loan DIP Facility, including the Term Loan DIP Term Sheet and the DIP Orders and any amendments, modifications, and supplements thereto, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements or modifications of any of the foregoing) related to or executed in connection therewith.

193. *"Term Loan DIP Equity Consideration"* means, in the Equitization Scenario, the Reorganized Debtor Equity distributed to Holders of Term Loan DIP Facility Claims under the Plan.

194. "*Term Loan DIP Facility*" means the loans under the debtor in possession financing facility on the terms and conditions set forth in the Term Loan DIP Term Sheet and Exhibit B to the Final DIP Order.

195. "*Term Loan DIP Facility Claims*" means any Claim against a Debtor arising under, derived from, secured by, based on, or related to the Term Loan DIP Facility.

196. "*Term Loan DIP Lenders*" means the lenders providing the Term Loan DIP Facility under the Term Loan DIP Documents.

197. *"Term Loan DIP Sale Consideration"* means Sale Proceeds to be distributed to Holders of Allowed Term Loan DIP Facility Claims under the Plan in the Eagle Sale Scenario.[3]

~~197~~198. "*Term Loan DIP Term Sheet*" means that certain term sheet for postpetition financing in the form and substance attached as Exhibit B to the Final DIP Order.

~~198~~199. "*Term Sheets*" means, collectively, the term sheets attached as exhibits to the Restructuring Support Agreement, including the Restructuring Term Sheet and the DIP Term Sheets.

[3] Amount of Term Loan DIP Sale Consideration, if any, to be identified in the Plan Supplement.

~~199~~200. "*Third Party Release*" means the releases set forth in Article XII.C.

~~200. "*Third Party Sale*" means a sale by the Debtors of all, substantially all or one or more groups of assets of the Debtors to a third party, excluding a Credit Bid Sale pursuant to 363(k), pursuant to Bankruptcy Code sections 105, 363 and 365 as contemplated under the Bidding Procedures and the Restructuring Term Sheet.~~

~~201. "*Third Party Sale Consideration*" means the consideration received by the Debtors in connection with a Third Party Sale.~~

201. "*Tranche A Term Loan DIP Facility Claims*" means any Claim against a Debtor arising under, derived from, secured by, based on, or related to the new money term loans under the Term Loan DIP Facility.

202. "*Tranche B Term Loan DIP Facility Claims*" means any Claim against a Debtor arising under, derived from, secured by, based on, or related to the portion of the First Lien Credit Agreement Claims rolled up into the Term Loan DIP Facility.

203. "*Tranche C Term Loan DIP Facility Claims*" means any Claim against a Debtor arising under, derived from, secured by, based on, or related to the portion of the Second Lien Credit Agreement Claims rolled up into the Term Loan DIP Facility.

~~202~~204. "*UK Funding Agreement*" means that certain funding agreement, dated March 25, 2022, between Sungard AS and Sungard Availability Services (UK) Limited (as amended, restated, modified, supplemented, or replaced from time to time in accordance with its terms).

~~203~~205. "*U.S. Trustee*" means the Office of the United States Trustee for the Southern District of Texas.

~~204~~206. "*Unclaimed Distribution*" means any distribution under the Plan on account of an Allowed Claim to a Holder that has not: (a) accepted a particular distribution; (b) given notice to the Debtors, Reorganized Debtors or Plan Administrator, as applicable, of an intent to accept a particular distribution; (c) responded to the Debtors', Reorganized Debtors', or Plan Administrator's, as applicable, requests for information necessary to facilitate a particular distribution; or (d) taken any other action necessary to facilitate such distribution.

~~205~~207. "*Unexpired Lease*" means a lease of nonresidential real property to which one or more of the Debtors is a party that is subject to assumption or rejection under Bankruptcy Code section 365.

~~206~~208. "*Unimpaired*" means, with respect to a Class of Claims or Interests, a Class consisting of Claims or Interests that are not impaired within the meaning of Bankruptcy Code section 1124.

~~207~~209. "*Voting Deadline*" means the date and time by which the Solicitation Agent must actually receive the Ballots, as set forth on the Ballots.

~~208~~210. "*Wind-Down*" means, ~~in~~to the ~~event of a~~extent that (i) the Debtors implement the Eagle Sale Scenario ~~that is not combined with an~~ or (ii) the Debtors implement the Equitization Scenario and certain Debtors do not become Reorganized Debtors, the wind down and dissolution of the Debtors and final administration of the Debtors' Estates following the Effective Date as set forth in Article VIII.J.

~~209~~211. "*Wind-Down Amount*" means ~~in the event of a Sale Scenario and/or an Equitization Scenario,~~ that certain amount to be determined, in good faith and with best efforts, by the Debtors, the Committee, and the Required Consenting Stakeholders sufficient to fund the Debtors' post-closing obligations under any purchase agreement (including any ancillary agreements thereto) between the Debtors and the ~~Consenting Stakeholder Purchaser and/or any~~ Purchaser(s) for any of the Debtors' assets pursuant to the Bidding Procedures, as well as accrued and unpaid Bankruptcy Court approved fees for Estate professionals, and reasonable and necessary wind-down activities through the Effective Date. In determining the Wind-Down Amount, the parties will take into

account any property of the Estates that has not been liquidated~~,~~ or transferred pursuant to a Sale ~~Scenario and/or an Equitization Scenario~~Transaction, or otherwise converted to cash.

~~210~~212. "*Wind-Down Debtors*" means the Debtors, or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date, to the extent a Wind-Down occurs.

B. Rules of Interpretation

For purposes of this Plan and Disclosure Statement: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (c) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, shall mean such document, schedule, or exhibit, as it may have been or may be amended, modified, or supplemented; (d) unless otherwise specified, all references herein to "Articles" ~~and "Sections"~~ are references to Articles ~~and Sections, respectively,~~ hereof or hereto; (e) the words "herein," "hereof," and "hereto" refer to the Plan and Disclosure Statement in its entirety rather than to any particular portion of the Plan; (f) captions and headings to Articles ~~and Sections~~ are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (g) unless otherwise specified herein, the rules of construction set forth in Bankruptcy Code section 102 shall apply; (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (i) references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (j) references to "Proofs of Claim," "Holders of Claims," "Disputed Claims," and the like shall include "Proofs of Interest," "Holders of Interests," "Disputed Interests," and the like as applicable; (k) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable state limited liability company laws; and (l) the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation."

C. Computation of Time

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. Governing Law

Except to the extent the Bankruptcy Code or Bankruptcy Rules apply, and subject to the provisions of any contract, lease, instrument, release, indenture, or other agreement or document entered into expressly in connection herewith, the rights and obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to conflict of laws principles.

E. Reference to Monetary Figures

All references in the Plan to monetary figures refer to currency of the United States of America, unless otherwise expressly provided.

F. Reference to the Debtors or the Reorganized Debtors

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or to the Reorganized Debtors mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

G. Controlling Document

In the event of any inconsistency among this Plan and Disclosure Statement or any exhibit or schedule hereto, the provisions of this Plan and Disclosure Statement shall govern. In the event of any inconsistency among this Plan and Disclosure Statement and any document or agreement filed in the Plan Supplement, such document or agreement filed in the Plan Supplement shall control. In the event of any inconsistency among this Plan and Disclosure Statement or any document or agreement filed in the Plan Supplement and the Confirmation Order, the Confirmation Order shall control.

ARTICLE II.
THE DEBTORS' CORPORATE HISTORY, STRUCTURE, AND BUSINESS OVERVIEW

A. The Debtors' Corporate History

Sungard AS was organized as a Delaware limited liability company by filing a certificate of formation on April 29, 2019 and became the parent of the Sungard AS enterprise when the entities that comprised the Prior Debtors emerged from the Prior Cases on May 3, 2019. Before such date, the Company's controlling parent entity was Sungard Availability Services Capital, Inc. ("Predecessor Sungard AS"). The Company is privately held. An organizational chart illustrating the corporate structure of the Debtors is attached hereto as Exhibit A.

The Company, as it exists today, is the result of a series of transactions beginning with the 1983 spin-off by Sun Oil Company of its computer services division, which was re-branded as Sundata Corp. and later known as SunGard Data Systems Inc. ("SDS"). In August 2005, SDS and its affiliates were taken private by a consortium of private equity firms in an $11.4 billion leveraged buyout, which, at that time, was the largest privatization of a technology company and one of the largest leveraged buyouts. On March 31, 2014, SDS and its parent companies split off the Sungard Availability Services business, including Predecessor Sungard AS and its direct and indirect subsidiaries.

B. Business Operations

The Company is a leading provider of information technology ("IT") production and recovery services for myriad businesses, including financial institutions, healthcare, manufacturing, logistics, transportation and general services. Through its business units, the Company helps its approximately 2,000 customers worldwide in essential industries achieve uninterrupted access to their mission-critical data and IT systems through high availability, cloud-connected infrastructure services built to deliver business resilience in the event of an unplanned business disruption caused by, among other things, man-made events or natural disasters (e.g., cyberattacks, power outages, telecommunication disruptions, acts of terrorism, floods, hurricanes and earthquakes).

The Debtors are headquartered in Wayne, Pennsylvania. As of the Petition Date, the Debtors employed approximately 585 individuals in the United States and Canada. As of the Petition Date, the Company operated 55 facilities (the "Facilities") (comprising 24 data centers and 31 workplace recovery centers) and provided services to approximately 2,000 customers across nine countries—the United States, the United Kingdom, Canada, Ireland, France, India, Belgium, Luxembourg and Poland. The Company works with its customers to tailor and seamlessly integrate infrastructure solutions to meet customers' application requirements and to optimize business IT outcomes, using either a consumption-based pricing model or a solution backed by a managed, service level agreement.

While the Company in its current form offers a diverse suite of services, the Company's main operations and product offerings can be grouped into the following four general business units: (i) Colocation & Network Services; (ii) Cloud & Managed Services; (iii) Recovery Services; and (iv) Workplace Recovery.

- **Colocation & Network Services (~~also known~~referred to as the Bravo business)**: The Company offers colocation[34] services through its Facilities and connectivity at those Facilities

[34] Colocation involves renting out physical space within data centers and providing associated services, such as power, interconnection, environmental controls, monitoring and security, while allowing customers to deploy and manage their

to support customers, providing space, reliable power with backup and fully-redundant network connectivity. The Company also offers customers the option of having the Company procure, manage and deploy network services on their behalf, including traffic management, carrier diversity and workload optimization.

- **Cloud & Managed Services (referred to as the CMS business)**: The Company offers both public cloud services (through, for example, Amazon Web Services and Microsoft Azure) and private cloud services. Through its managed services, the Company acts as a trusted partner to customers by providing tools to ensure that they have a simple, secure and integrated model that enables cross-platform deployments and meets compliance, scalability and availability requirements.

- **Recovery Services (~~also known~~referred to as the Eagle business)**: The Company's ~~Recovery Services~~recovery services offerings include cloud recovery, disaster recovery as a service (DRaaS), business continuity management, data protection, recovery management, infrastructure recovery and discovery and dependency mapping.[45]

- **Workplace Recovery**: The Company's Workplace Recovery services are primarily offered in the form of either dedicated or shared business continuity locations, where customers' employees can resume work duties even if their primary office space is disrupted.

These services are provided through the Company's leased Facilities, which ~~represent~~, as of the Petition Date, represented over four million gross square feet and over one million square feet of sellable space. As of the Petition Date, of the 55 total Facilities, 27 ~~are~~were leased by Debtors and 27 ~~are~~were leased by non-Debtors. The remaining Facility is the Company's owned campus in Lognes, France. The owner of such Facility is non-Debtor Sungard Availability Services (France) SAS.

~~On May 6, 2022, the Debtors filed the *Debtors' Omnibus Motion for Entry of an Order (I) Authorizing and Approving the Rejection of Certain Unexpired Leases of Non-Residential Real Property and (II) Granting Related Relief* [Docket No. 197] (the "Rejection Motion"), for authority to reject three unexpired leases relating to the Debtors' workplace recovery centers, effective as of May 31, 2022. On May 31, 2022, the Bankruptcy Court entered an order approving the Rejection Motion. On June 2, 2022, the Canadian Court granted an order recognizing and giving the order approving the Rejection Motion full force and effect in Canada.~~ The Debtors' current leased Facilities are located across North America, including, among other locations, Pennsylvania, New Jersey, Georgia, Massachusetts, Colorado and Texas in the United States and the Greater Toronto Area in Ontario, Canada.

C. The Debtors' Prepetition Capital Structure

As of the Petition Date, unless otherwise noted below, the Debtors were obligors (either as borrower or guarantor) on a principal amount of prepetition funded indebtedness totaling approximately $424 million, as summarized below:

Facility	Approximate Outstanding
PNC Revolving Credit Agreement	$29 million
First Lien Credit Agreement	$108 million
Non-Extending Second Lien Credit Agreement	$9 million

interconnection, environmental controls, monitoring and security, while allowing customers to deploy and manage their servers, storage and other equipment in secure data centers.

[45] DRaaS is a cloud-based disaster recovery service that allows an organization to back up its data and IT infrastructure in a third-party cloud computing environment and provide all the disaster recovery tools through a SaaS ("software as a service") solution.

Second Lien Credit Agreement	$278 million
Total	$424 million

1. Secured Debt

a. *PNC Revolving Credit Agreement*

Sungard AS New Holdings III, LLC and all Debtors other than Sungard AS are party to the PNC Revolving Credit Agreement, pursuant to which PNC committed to make revolving loans in an amount of up to $50,000,000. The obligations under the PNC Revolving Credit Agreement are guaranteed by all Debtors other than Sungard AS. As of the Petition Date, approximately $29 million in principal amount was outstanding under the PNC Revolving Credit Agreement.[56] In connection with the ABL DIP Facility and pursuant to the terms of the DIP Orders, the obligations under the PNC Revolving Credit Agreement were repaid in full with the proceeds of the Debtors' prepetition accounts, collected between the Petition Date and the date of entry of the Final DIP Order.

b. *First Lien Credit Agreement*

Sungard AS New Holdings III, LLC, as borrower, is party to the First Lien Credit Agreement and Alter Domus Products Corp. serves as the administrative agent thereunder. Pursuant to the First Lien Credit Agreement, the First Lien Lenders provided dollar-denominated term loans in the original principal amount of $101,023,409.28, including delayed draw commitments in an original principal amount of $27,948,183.69. Pursuant to that certain Amendment No. 2 and Waiver to the First Lien Credit Agreement, certain members of the Ad Hoc Group agreed to provide the Debtors with incremental term loans in the original principal amount of $7,210,000.00 for working capital purposes to support the continuation of ongoing discussions regarding potential financing and restructuring transactions (the "Bridge Financing"). As of the Petition Date, approximately $108,233,409.28 in principal amount was outstanding under the First Lien Credit Agreement (inclusive of the Bridge Financing). In connection with the Term Loan DIP Facility and pursuant to the terms of the Final DIP Order, certain First Lien Credit Agreement Claims have been and will continue to be rolled up into the Term Loan DIP Facility as new money loans are advanced under the Term Loan DIP Facility.

c. *Non-Extending Second Lien Credit Agreement*

Sungard AS New Holdings III, LLC, as borrower, is party to the Non-Extending Second Lien Credit Agreement and Alter Domus Products Corp. serves as the administrative agent thereunder. Pursuant to the Non-Extending Second Lien Credit Agreement, the Non-Extending Second Lien Lenders provided dollar-denominated term loans in an original principal amount of $300,000,000.[67] The obligations under the Non-Extending Second Lien Credit Agreement are guaranteed by all Debtors other than (i) Sungard AS, (ii) Sungard Availability Services Holdings (Europe), Inc., (iii) Sungard Availability Services, Ltd. and (iv) Sungard AS Canada. As of the Petition Date, approximately $8,912,330.41 in principal amount was outstanding under the Non-Extending Second Lien Credit Agreement. ~~In connection with the Term Loan DIP Facility and pursuant to the terms of the~~

[56] As of the Petition Date, an additional approximately $11 million in letters of credit have been issued under the PNC Revolving Credit Agreement and have been converted into postpetition letters of credit under the ABL DIP Facility pursuant to the terms of the DIP Orders. These letters of credit are not included into the total principal amount outstanding under the PNC Revolving Credit Agreement.

[67] On December 22, 2020, Sungard AS New Holdings III, LLC refinanced approximately $298 million of the amount then-outstanding under the Non-Extending Second Lien Credit Agreement (approximately $312 million). Those loans that were not exchanged for new loans under the new Second Lien Credit Agreement comprise the loans outstanding under the Non-Extending Second Lien Credit Agreement. In connection with the closing of the New Second Lien Credit Agreement, $15 million of loans were immediately prepaid. In April 2021, Sungard AS New Holdings III, LLC repurchased and cancelled a principal amount of $15 million of loans under the New Second Lien Credit Agreement and approximately $5 million of loans under the Non-Extending Second Lien Credit Agreement.

~~Final DIP Order, certain Non-Extending Second Lien Credit Agreement Claims are expected to be rolled up into the Term Loan DIP Facility as new money loans are advanced under the Term Loan DIP Facility.~~

d. *Second Lien Credit Agreement*

Sungard AS New Holdings III, LLC, as borrower, is party to the Second Lien Credit Agreement and Alter Domus Products Corp. serves as the administrative agent thereunder. Pursuant to the Second Lien Credit Agreement, the Second Lien Lenders provided dollar-denominated term loans in an original principal amount of $298,348,099.09. As of the Petition Date, approximately $277,622,988.56 in principal amount was outstanding under the Second Lien Credit Agreement. ~~In connection with the Term Loan DIP Facility and pursuant to the terms of the Final DIP Order, certain Second Lien Credit Agreement Claims have been and will continue to be rolled up into the Term Loan DIP Facility as new money loans are advanced under the Term Loan DIP Facility.~~

2. Intercreditor Agreements

The Debtors are party to an amended and restated intercreditor agreement, dated as of December 22, 2020, with Alter Domus Products Corp., as collateral agent under each of the First Lien Credit Agreement, Non-Extending Second Lien Credit Agreement and Second Lien Credit Agreement, governing, among other things, distributions of payments and treatment of collateral between the lenders thereunder. In addition, the Debtors are party to a second amended and restated intercreditor agreement, dated as of May 25, 2021 with PNC, as agent under the PNC Revolving Credit Agreement, and Alter Domus Products Corp., administrative agent under each of the First Lien Credit Agreement, Non-Extending Second Lien Credit Agreement and Second Lien Credit Agreement, governing, among other things, distributions of payments and treatment of collateral between the lenders under the Credit Agreements.

3. Intercompany Relationships

As is customary for a global enterprise of the Company's size and scale, the Debtors are parties to a series of relationships with their affiliates, with whom the Debtors transact on a regular basis in the ordinary course of business. The Debtors engage in such intercompany transactions in order to, among other things, provide enterprise-wide support services, divide the costs of management fees, complete transactions with administrative ease and facilitate operations on a daily basis. These transactions are recorded in a number of different ways, including through accounts receivable/payable relationships, intercompany loans and dividends.

ARTICLE III.
EVENTS LEADING TO THE CHAPTER 11 FILINGS

A confluence of events and circumstances contributed to the Debtors' need to file the Chapter 11 Cases, including: (i) the operational challenges the Company has faced since the Prior Cases; (ii) complexities surrounding Company's sale and marketing efforts; (iii) the administration proceedings commenced by Sungard AS UK; and (iv) the nature and extent of the Company's prepetition restructuring efforts and negotiations with existing stakeholders.

A. Operational Challenges Since the Prior Cases

In 2018, as it became evident that the Company's legacy capital structure was no longer sustainable, the Company commenced efforts to improve its balance sheet while simultaneously ensuring that the Company's customers could continue to trust and rely on the Company for its services. In connection therewith, the Company engaged in substantial discussions with its key stakeholders through the end of 2018 and into 2019 on the terms of a comprehensive balance sheet restructuring transaction, which was ultimately memorialized in a restructuring support agreement with the majority of its then-existing capital structure.

The Company's current capital structure is the result of this consensual restructuring which was implemented through the Prior Cases in May 2019. While the Prior Cases effectuated a swift and successful balance sheet restructuring, they did not comprehensively address the Company's operating cost structure and capacity

utilization challenges. After the Prior Debtors emerged 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.

While the Prior Cases addressed the Company's significant funded debt obligations, the Company did not restructure its operating and other fixed-costs—most notably, its lease expenses and capacity underutilization—in connection therewith. Specifically, while the Company's leases for the Facilities are fixed long-term costs, the revenue the Company generates from those Facilities (such as the price of colocation rent) has been falling, depressing the Company's margins. In addition to rent at its Facilities, the Company continues to be burdened by other sizable fixed costs, including equipment leases, software licenses, hardware maintenance, subcontracting and temporary labor costs and other Facility-related operating costs, such as security.

The Company attempted to address its operational liabilities in a variety of ways, including through cost-cutting measures such as a reduction of over 40% of the Company's workforce, the marketing of certain of its business assets, and a consensual restructuring of certain uneconomical leases for its data centers and workplace recover sites. While the Company was successful in certain of these efforts, the persistence of declining revenues, significant uneconomical leases and protracted pandemic conditions prompted the need for a thorough evaluation of the Company's strategic alternatives, both in the short-term and the long-term, including more comprehensive asset sales.

B. The Company's Prepetition Sale and Marketing Efforts

Following its emergence from the Prior Cases, the Company continued to engage in a series of discrete marketing and sale efforts to dispose of various non-core assets as contemplated by its business plan. To that end, in December 2019, the Company again retained an investment banker specializing in technology-based assets, DH Capital, LLC ("DH"), to carry out the potential asset sale processes.[78] The sale processes included the following:

- **Sale-Leaseback of Owned Data Centers (Smyrna, 1800 Argentia and Lognes Campus).** Beginning on or around February 2020, DH contacted approximately 24 parties to explore interest in three of the Company's owned data centers located in (i) Smyrna, Georgia, (ii) Mississauga, Ontario and (iii) Lognes, France. Ultimately, and despite the impact of COVID-19 on the marketing process, two of the three data-centers were sold, generating approximately $50 million in gross proceeds for the Company.

- **Sale-Leaseback of Workplace Recovery Centers (Cypress, Northbrook and Grand Prairie).** Beginning on or around November 2020, DH contacted approximately 33 parties to explore interest in three of the Company's owned workplace recovery centers located in (i) Cypress, California, (ii) Northbrook, Illinois and (iii) Grand Prairie, Texas. Ultimately, all three properties were sold and leased back to the Company, generating approximately $21 million in gross proceeds for the Company.

C. Administration Proceedings Commenced by Sungard AS UK

Sungard AS UK faced particularly strong headwinds with respect to certain fixed costs, including leases, in recent months. In light of Sungard AS UK's unprofitability, the steep increase in energy costs, lack of viable funding to meet its obligations and lack of reasonable prospects for a consensual restructuring, the directors of Sungard AS UK determined that insolvency was unavoidable and that the appointment of administrators, pursuant to the UK Insolvency Act 1986, would be in the best interests of Sungard AS UK and its general body of creditors. Accordingly, on March 25, 2022, the directors appointed administrators to Sungard AS UK. The administrators are

[78] DH's relationship with the Company dates back to 2015 when DH assisted the Company in marketing three data-centers in the Atlanta market. Subsequently, DH was retained in 2018 to market two additional data-centers in the Chicago market. In 2019, DH was retained on behalf of an ad hoc group of creditors in the Prior Cases and, following emergence from the Prior Cases, the Company retained DH to assist with implementing the Company's business plan.

Benjamin Dymant and Ian Colin Wormleighton (together, the "Administrators") of Teneo Financial Advisory Limited ("Teneo").

The administration of Sungard AS UK, without funding to continue the operation of its business (referred to as a "shutdown" administration), could have had dire consequences for the Company as an overall enterprise and the Debtors specifically. Accordingly, to preserve the value of Sungard AS UK's assets in administration and to minimize disruption and damage to the rest of the Company, the directors of both Sungard AS and Sungard AS UK determined that a "trading administration"—whereby the Administrators would continue operating the business of Sungard AS UK, while exploring the orderly sale of assets and the potential transfer of customer contracts to other suppliers—would be in the best interests of creditors of Sungard AS UK (and, by extension, the Company as a whole). In order to implement a "trading" administration that would inure to the benefit of all Company stakeholders, Sungard AS UK required funding. To that end, Sungard AS negotiated a short-term funding agreement with the Administrators, acting on behalf of Sungard AS UK, whereby Sungard AS would provide a loan facility in an aggregate principal amount not exceeding $7.0 million (or approximately £5.3 million at current exchange rates), subject to the terms and conditions of a certain funding agreement, dated March 25, 2022 (the "UK Funding Agreement"). The Company determined that, given the importance of its customer relationships and the potentially disastrous effects that a shutdown administration could have had on the entire enterprise, entry into the UK Funding Agreement was in the best interest of all stakeholders.

In addition, the Term Loan DIP Facility ~~contemplates~~contemplated that proceeds of up to $10 million of the Term Loan DIP Facility may be used, through an increase in funding under the UK Funding Agreement, to support the administration process of Sungard AS UK with the prior written consent of the Required Term Loan DIP Lenders. On May 19, 2022, with the consent of the Required Term Loan DIP Lenders, Sungard AS UK entered into that certain amendment to the UK Funding Agreement that, among other things, increased the borrowings under the UK Funding Agreement by an additional $3.5 million. On June 7, 2022, Sungard AS UK entered into those certain agreements for the sale of consulting, public cloud and colocation businesses and assets to Redcentric Solutions Limited for approximately £10,000,000 (the "Redcentric Sale"). One portion of the Redcentric Sale involving consulting and public cloud assets signed and closed on June 7, 2022, while the sale of the colocation assets closed on July 5, 2022 and Sungard AS UK received the proceeds of the Redcentric Sale (the "UK Sale Proceeds"). On August 1, 2022, the UK Sale Proceeds were transferred to the Term Loan DIP Agent and placed into an escrow account to be held for the benefit of the Term Loan DIP Lenders, subject to the terms of that certain Amended and Restated Limited Consent, Waiver and Amendment to Senior Secured Superpriority Term Loan Debtor-in-Possession Credit Facility Term Sheet dated August 8, 2022.

D. Prepetition Restructuring Efforts and the Restructuring Support Agreement

In February 2022, when it became evident that a more comprehensive restructuring of the Company would be required, the Debtors retained restructuring advisors to assist with the development of possible restructuring alternatives. The Debtors, with the assistance of these advisors, explored various alternatives, including whether it was practicable to effectuate an out-of-court restructuring, and ultimately determined that an in-court restructuring was necessary. The Debtors began negotiations regarding potential restructuring transactions with the Ad Hoc Group in March 2022. These good-faith negotiations resulted in the applicable parties' entry into the Restructuring Support Agreement, which is attached hereto as Exhibit B. In addition, as set forth above, in order to ensure a smooth landing into chapter 11, the Debtors obtained additional liquidity from certain members of the Ad Hoc Group in the form of the Bridge Financing in the amount of $7 million prior to commencing the Chapter 11 Cases.

On April 11, 2022, the Debtors entered into the Restructuring Support Agreement with First Lien Lenders holding in excess of 80% of the term loans under the First Lien Credit Agreement and Second Lien Lenders holding in excess of 80% of the term loans under the Second Lien Credit Agreement. The Restructuring Support Agreement ~~contemplates a comprehensive restructuring achieved either through (i) the Sale Scenario and/or (ii) the Equitization Scenario, as each is further described below.~~ contemplated, among other things, that the Debtors would run a comprehensive sale process for a sale of all or any subset of their assets and would implement a chapter 11 plan pursuant to which (i) any Sale Proceeds would be distributed and (ii) the Debtors would reorganize around any assets and/or business lines not sold and would distribute Reorganized Debtor Equity to Holders of Term Loan DIP Claims and, as applicable, Credit Agreement Claims on account thereof.

~~**1. Sale Scenario**~~

On May 11, 2022 and August 8, 2022, the Debtors entered into amendments to the Restructuring Support Agreement, which, among other things, extended certain milestones for the restructuring and sale process. The current milestones under the Restructuring Support Agreement are as follows, which milestones may be extended from time to time upon the consent of the Required Consenting Stakeholders:

~~Among other things, the Restructuring Support Agreement incorporates flexibility that enables the Debtors to implement the Sale Scenario. The Bidding Procedures, discussed in Article IV.C. below, set forth the terms and conditions upon which an Entity can bid for all, substantially all or any subset of the Debtors' assets. Importantly, the Consenting Stakeholders have agreed that they will establish a Reserve Price for each group of the Debtors' assets and, alternatively, for the assets comprising the Debtors' business as a whole. With the implementation of the Reserve Price structure, the Consenting Stakeholders have agreed to cap any credit bid they may make for the Debtors' assets at the Reserve Price, such that if one or more third parties submit a qualified bid or qualified bids for the Debtors' assets that, standing alone or in the aggregate, exceed the applicable Reserve Price, the Consenting Stakeholders agreed not to credit bid above the Reserve Price. This structure assures interested bidders that they are not competing against "credit bid currency" up to the full amount of the Debtors' postpetition and prepetition secured indebtedness and the Debtors are hopeful that the Reserve Price structure will increase the likelihood of a robust auction process for the Debtors' assets. A notice containing the Reserve Price will be Filed on the docket of these Chapter 11 Cases within two business days of the date on which the Reserve Price is to be provided to the Debtors by the Required Consenting Stakeholders and in accordance with the terms of the Bidding Procedures Order.~~

~~2. Equitization Scenario~~

~~Concurrently with the sale process contemplated by the Bidding Procedures, the Debtors are pursuing the Equitization Scenario, pursuant to which the Holders of Term Loan DIP Claims and Credit Agreement Claims may receive Reorganized Debtor Equity and potentially other consideration pursuant to the Plan in the event that the Consenting Stakeholder Purchaser submits a bid for all, substantially all, or any group of the Debtors' assets, such bid is the successful bid, and the Required Consenting Stakeholders elect to consummate such transaction by receiving equity in the applicable Reorganized Debtor(s) through the Plan, rather than pursuant to section 363 of the Bankruptcy Code.~~

~~3. Restructuring Timeline~~

~~Pursuant to the Restructuring Support Agreement, the Debtors have agreed to implement the Sale Scenario and/or the Equitization Scenario in accordance with the following milestones:~~

~~EVENT~~	~~OUTSIDE DATE~~
~~Debtors and Required Consenting Stakeholders to have agreed on an acceptable Business Plan~~**Event**	~~June 13, 2022~~**Milestone**
~~Deadline for Required Consenting Stakeholders to provide the Reserve Price~~	~~June 27, 2022~~
~~Entry of the Confirmation Order~~Conditional approval of Disclosure Statement	~~August 9~~September 8, 2022
~~Effective Date or, in the event of the Sale Scenario to the Consenting Stakeholder Purchaser, the consummation of such sale shall have occurred~~If the ABL DIP Facility is not projected to be repaid in full in cash on the Effective Date from proceeds of the ABL DIP Priority Collateral (as defined in the Final DIP Order), the Debtors, Required ABL DIP Lenders and Required Term Loan DIP Lenders shall have agreed on alternative treatment therefore or the Debtors shall have received a commitment for a replacement ABL facility	~~August 16~~September 9, 2022
Entry of a Sale ~~*Scenario Timeline*~~Order approving the sale of CMS	September 14, 2022
~~Pantheon~~ Execution of transition services agreement(s) between the Debtors and purchasers of Bravo and CMS	September 21, 2022
Execution of a ~~definitive agreement for a~~Purchase Agreement for the sale of Pantheon, with a purchase price reasonably acceptable to the Required Consenting Stakeholders	~~June~~September 30, 2022
~~Closing of sale~~Entry of the Confirmation Order	~~September 15~~October 5, 2022
~~**Other Assets (Including Bravo and Eagle)**~~	
~~Bid Deadline~~Closing of Bravo Sale Transaction	~~July~~October 7, 2022
~~Auction (to the extent more than one Qualified Bid in excess of the applicable Reserve Price is received)~~Closing of CMS Sale Transaction	~~July 12, 2022~~
~~Bankruptcy Court enters an order approving the sale of such assets~~Effective Date	~~July 14, 2022~~
Closing of ~~sale(s)~~Pantheon Sale Transaction	~~July 29, 2022~~

ARTICLE IV.

EVENTS SINCE THE FILING OF THE CHAPTER 11 CASES

A. First Day Motions

On the Petition Date, the Debtors filed several motions designed to facilitate the administration of the Chapter 11 Cases and minimize disruption to the Debtors' operations by, among other things, easing the strain on the Debtors' relationships with employees, vendors and customers following the commencement of the Chapter 11 Cases. Copies of these motions, the orders granted in connection therewith and all other pleadings in these Chapter 11 Cases can be obtained for free on the Solicitation Agent's website at https://cases.ra.kroll.com/SungardAS or for a fee at the Bankruptcy Court's website https://ecf.txsb.uscourts.gov/.

B. The DIP Financing

On the Petition Date, the Debtors filed the DIP Motion whereby the Debtors sought authority to, among other things, enter into the DIP Facilities comprised of (a) the ABL DIP Facility consisting of a $50,000,000 senior secured superpriority priming revolving credit facility pursuant to which the obligations under the PNC Revolving Credit Agreement (including letters of credit) were converted, on a dollar for dollar basis, into new postpetition loans and (b) the Term Loan DIP Facility comprised of up to $285,900,000 of senior secured superpriority priming multi-draw term loans, consisting of (i) up to $95,300,000 in new money loans and (ii) a roll up of up to $190,600,000 of First Lien Credit Agreement Claims and Second Lien Credit Agreement Claims. On April 12, 2022, the Bankruptcy Court entered the Interim DIP Order approving the DIP Motion on an interim basis and on May 11, 2022, the Bankruptcy Court entered the Final DIP Order approving the DIP Motion on a final basis including certain modifications agreed to by the Term Loan DIP Lenders, the Debtors, and the Committee. The Canadian Court recognized and granted full force and effect to the Final DIP Order in Canada on May 16, 2022. The proceeds of the DIP Facilities and the consensual use of cash collateral pursuant to the DIP Motion have been used to, among other things, continue the operation of the Debtors' businesses, fund the costs of the Chapter 11 Cases, repay in full the Bridge Financing, reduce the outstanding obligations under the PNC Revolving Credit Agreement by $13,5000,000, and provide up to $10,000,000 in financial support for the UK administration process of Sungard AS UK.

C. Global Settlement

In settlement of disputes with the Committee relating to entry of Final DIP Order, the Debtors, the Committee and the Required Consenting Stakeholders agreed to a global resolution of various matters in connection with the Debtors' restructuring (the "Global Settlement"). The relevant components of the Global Settlement are as follows (the terms of which are summarized below but qualified by the terms of the Final DIP Order and specifically paragraph 49 of the Final DIP Order):[9]

- The Required Consenting Stakeholders agreed to fund the Wind Down Amount.
- The Required Consenting Stakeholders agreed to fund an amount up to $4,050,000 on account of accrued, unpaid and allowed claims for postpetition rent for the period between April 11, 2022 and April 30, 2022 for any commercial real property lease to be paid promptly upon such allowance either as part of Cure Costs (as defined in the Bidding Procedures Order) or from the cash sale proceeds realized from one or more Sale Transactions, subject to a dollar-for-dollar reduction if such lease is assumed by a Successful Bidder, satisfied pursuant to any asset purchase agreement, or consensually agreed to by a landlord.
- The Required Consenting Stakeholders agreed to fund an amount up to $781,000 on account of claims subject to Bankruptcy Code section 503(b)(9) (the "503(b)(9) Claims"), subject to a dollar-for-dollar reduction to the extent any 503(b)(9) Claim is disallowed, reduced by agreement or court order, assumed by a successful bidder or otherwise satisfied during the Chapter 11 Cases (in the Debtors' business judgment) or pursuant to another provision of an asset purchase agreement.
- Avoidance Actions shall be excluded from any sale of the Debtors' assets with a commitment of the Debtors not to prosecute such actions or, if sold as part of a Sale Transaction, subject to a covenant not to sue.
- No General Unsecured Creditor will receive a distribution where the recovery to such General Unsecured Creditor exceeds the percentage recovery on the Tranche C Term Loan DIP Facility Claims, excluding General Unsecured Creditors paid under any Final Order approving First Day

[9] Capitalized terms used in this section but not defined herein shall have the meanings given to them in the Final DIP Order.

Pleading, any General Unsecured Creditor whose lease or contract is assumed, or any General Unsecured Creditor that has an alternative source of recovery from outside the Debtors' Estates.

As noted above, under the Global Settlement, the Debtors, the Required Consenting Stakeholders and the Committee agreed that no General Unsecured Creditor would receive a distribution in excess of the recovery for holders of Tranche C Term Loan DIP Facility Claims (the junior most tranche of the Term Loan DIP Facility). Despite an extensive Court-approved marketing process, such sale process did not produce bids at a value in excess of the two senior most tranches of the Term Loan DIP Facility, i.e. the Tranche A Term Loan DIP Facility Claims and the Tranche B Term Loan DIP Facility Claims (including any potential bid for the Debtors' remaining Eagle assets). As a result, pursuant to the "Roll-Up Recharacterization" provision of the Final DIP Order, the full amount of the Tranche C Term Loan DIP Facility Claims will be deemed to be "un-rolled" and restored as prepetition Second Lien Credit Agreement Claims. The Tranche B Term Loan DIP Facility Claims will also be subject to the Roll-Up Recharacterization as prepetition First Lien Credit Agreement Claims to the extent that they are ultimately determined to have exceeded the value realizable by the Term Loan DIP Lenders under the Plan. As such, because the Debtors' restructuring process (inclusive of any Sale Transactions consummated) are not expected to result in value in excess of the Tranche A Term Loan DIP Facility Claims and Tranche B Term Loan DIP Facility Claims, the holders of Tranche C Term Loan DIP Facility Claims will not receive any recovery pursuant to the Plan. Although the Global Settlement contemplated a potential small cash distribution for General Unsecured Creditors, such distribution was contingent on the holders of Tranche C Term Loan DIP Facility Claims receiving a distribution pursuant to the Plan. Therefore, General Unsecured Creditors are not entitled to any recovery under the Global Settlement.

~~C~~D. The Bidding Procedures

On April 22, 2022, the Debtors filed the Bidding Procedures Motion to approve bidding procedures for the sale of all or substantially all of the Debtors' assets, which the Bankruptcy Court approved on May 11, 2022. On May 26, 2022, the Canadian Court recognized and granted full force and effect to the Bidding Procedures Order in Canada.

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~~On April 22, 2022, the Debtors filed the Bidding Procedures Motion to approve bidding procedures for the sale of all or substantially all of the Debtors' assets.~~ The Bidding Procedures ~~establish~~established 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 DIP Lenders, to be fair and open and foster competitive bidding. Among other things, the Bidding Procedures ~~provide~~provided prospective bidders with approximately two months to conduct diligence on the Debtors' assets and submit a bid. ~~On May 11, 2022, the Bankruptcy Court entered the Bidding Procedures Order and on May 16, 2022, the Canadian Court recognized and granted full force and effect to the Bidding Procedures Order in Canada, which approved the following timeline for the Debtors' sale process:~~The Bidding Procedures set July 7, 2022 as the date by which final bids for all or a subset of the Debtors' assets were due. Following the occurrence of the final bid deadline, the Debtors and their advisors, in consultation with the Consultation Parties (as defined in the Bidding Procedures), have worked to evaluate the bids received. As further described herein, those efforts resulted in the designation of 365 Data Centers as the successful bidder for the majority of the Debtors' Bravo assets and 11:11 as the successful bidder for the CMS assets. In addition, the Debtors are currently in discussions regarding one or more additional potential sale transactions.

~~Date and Time~~	~~Event of Deadline~~
~~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)~~[8]	~~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)~~

~~D~~E. Appointment of Creditors' Committee

On April 25, 2022, the U.S. Trustee appointed the Committee [Docket No. 137]. The Committee is currently comprised of the following five members: (a) 401 North Broad Lessee, LLC; (b) Bridgepoint Technologies, LLC; (c) Vertiv Corporation; (d) LJS Electric, Inc.; and (e) Fluidics Inc. (Emcor Services). The Committee filed applications for the retention of Pachulski Stang Ziehl & Jones LLP, as counsel [Docket No. 233], and Dundon Advisers LLC, as financial advisor [Docket No. 234], which retentions the Bankruptcy Court approved on June 17, 2022 [Docket Nos. 322 and 323].

~~E~~F. Retention of Debtors' Professionals

The Debtors filed applications for the retention of various professionals to assist the Debtors in carrying out their duties as debtors in possession and to represent their interests in the Chapter 11 Cases, including: (a) Akin Gump Strauss Hauer & Feld LLP, as co-counsel [Docket No. 207], which the Bankruptcy Court approved on June 7, 2022 [Docket No. 289]; (b) Jackson Walker LLP, as co-counsel [Docket No. 211], which the Bankruptcy Court approved on June 7, 2022 [Docket No. 291]; (c) DH Capital, LLC, as specialty technology investment banker [Docket No. 206], which the Bankruptcy Court approved on June 23, 2022 [Docket No. 400]; (d) FTI Consulting, Inc., as financial advisor [Docket No. 210], which the Bankruptcy Court approved on June 7, 2022 [Docket No. 290]; (e) Houlihan Lokey Capital, Inc., as restructuring investment banker [Docket No. 209], which the Bankruptcy Court approved on June 29, 2022 [Docket No. 419]; and (f) Kroll Restructuring Administration LLC, as claims and noticing agent [Docket No. 13], which the Bankruptcy Court approved on April 11, 2022 [Docket No. 43].

~~F~~G. Claims Bar Date and Resolution Process

On April 27, 2022, the Debtors filed the *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* [Docket No. 152] (the "Bar Date Motion"). On May 11, 2022, the Bankruptcy Court entered the order [Docket No. 218] approving the Bar Date Motion, including approval of the form to be filed with each Proof of Claim and the establishment of the following deadlines for the filing of Proofs of Claim and notice thereof: (i) June 22, 2022 as the deadline to file Proofs of Claim based on prepetition Claims, including Claims arising under Bankruptcy Code section 503(b)(9); (ii) October 10, 2022 as the deadline for governmental units to file Proofs of Claim (the "Governmental Bar Date"); and (iii) the later of either (i), (ii) or the date that is thirty (30) 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

[8] ~~Subject to the Debtors' limited extension right set forth in Section III of the Bidding Procedures.~~

Claim based on a Claim arising from such rejection. On May 16, 2022, the Canadian Court recognized and granted full force and effect to the order approving the Bar Date Motion in Canada.

On June 3, 2022, the Debtors filed their schedules of assets and liabilities and statements of financial affairs [Docket Nos. 260-283]. On July 25, 2022, the Court entered the Order (I) Approving Omnibus Claims Objection Procedures and (II) Authorizing the Debtors to File Substantially Omnibus Objections to Claims Pursuant to Bankruptcy Rule 3007(c) [Docket No. 513] to establish procedures by which the Debtors can object to Proofs of Claim filed in these chapter 11 cases on an omnibus basis (the "Omnibus Objection Order"). On August 3, 2022, the Canadian Court recognized and granted full force and effect in Canada to the Omnibus Objection Order.

~~G.~~ ~~Global Settlement~~

~~In settlement of disputes with the Committee relating to entry of Final DIP Order, the Debtors, the Committee and the Required Consenting Stakeholders agreed to a global resolution of various matters in connection with the Debtors' restructuring (the "Global Settlement"). Pursuant to the Global Settlement, the terms of which are set forth more fully in the Final DIP Order and are incorporated into this Plan and Disclosure Statement as though set forth in full herein, the parties agreed to the following key terms (which summarized below, but qualified by the terms of the Final DIP Order and specifically paragraph 49 of the Final DIP Order):~~

- ~~In the event of the Sale Scenario or Equitization Scenario, the Required Consenting Stakeholders agreed to fund: (i) an amount of cash sufficient to fund the Debtors' post-closing obligations under any purchase agreement between the Debtors and the Consenting Stakeholder Purchaser and/or one or more third party purchasers that are successful bidders for any of the Debtors' assets pursuant to the Bidding Procedures and the Wind Down Amount; (ii) $1,375,000; (iii) an amount equal to 50% of any unused funds authorized under the Critical Vendor Order up to a cap of $1,000,000; (iv) the unused portion of the Approved Budget for Committee's Professionals; and (v) the Contingent Distribution Amount, with all amounts in items (i) through (v) to be in cash and to be used to fund distributions pursuant to a plan or any other means as determined by the Debtors and the Committee.~~

- ~~The Required Consenting Stakeholders agreed to fund an amount up to $4,050,000 on account of accrued, unpaid and allowed claims for postpetition rent for the period between April 11, 2022 and April 30, 2022 for any commercial real property lease to be paid promptly upon such allowance either as part of Cure Costs (as defined in the Bidding Procedures Order) or from the cash sale proceeds realized from one or more Third Party Sales, subject to a dollar-for-dollar reduction if such lease is assumed by a Successful Bidder, satisfied pursuant to any asset purchase agreement, or consensually agreed to by a landlord.~~

- ~~The Required Consenting Stakeholders agreed to fund an amount up to $781,000 on account of claims subject to Bankruptcy Code section 503(b)(9) (the "503(b)(9) Claims"), subject to a dollar-for-dollar reduction to the extent any 503(b)(9) Claim is disallowed, reduced by agreement or court order, assumed by a successful bidder or otherwise satisfied during the Chapter 11 Cases (in the Debtors' business judgment) or pursuant to another provision of an asset purchase agreement.~~

- ~~Upon the occurrence of an event of default under the Term Loan DIP Facility and exercise of remedies by the Term Loan DIP Lenders or liquidation of the Term Loan DIP Lenders' collateral outside of the Chapter 11 Cases, the Debtors' Estates would only receive the Wind-Down Amount (and no portion of the GUC Recovery Pool, Contingent Distribution Amount, or other amounts listed above).~~

- ~~Avoidance Actions shall be excluded from any sale of the Debtors' assets with a commitment of the Debtors not to prosecute such actions or, if sold as part of a Credit Bid Sale or Third Party Sale, subject to a covenant not to sue.~~

- ~~Any deficiency claim held by Term Loan DIP Lenders or Consenting Credit Agreement Lenders will not dilute recoveries of general unsecured creditors or benefit from any distribution from the~~

~~Wind-Down Amount, GUC Recovery Pool or Contingent Distribution Amount, and will be classified separately from General Unsecured Claims.~~

- ~~No General Unsecured Creditor will receive a distribution where the recovery to such General Unsecured Creditor exceeds the percentage recovery on the Tranche C Term Loan DIP Facility Claims (excluding General Unsecured Creditors paid under any Final Order approving First Day Pleading, any General Unsecured Creditor whose lease or contract is assumed, or any General Unsecured Creditor that has an alternative source of recovery from outside the Debtors' Estates.~~

H. CCAA Proceeding

Concurrent with the filing of the First Day Pleadings, the Debtors filed the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee to Act as Foreign Representative and (II) Granting Related Relief* [Docket No. 16], by which the Debtors requested that the Court enter an order, among other things, confirming that Sungard AS Canada may act as the "foreign representative" before the Canadian Court in connection with the proposed recognition proceeding commenced pursuant to Part IV of the Companies' Creditors Arrangement Act (Canada) R.S.C. 1985, c. C-36, as amended (the "CCAA"), and, on April 12, 2022, the Bankruptcy Court entered such order. [Docket No. 66]. The Canadian Court, among other things, has recognized the chapter 11 case of Sungard AS Canada as a "foreign main proceeding," has appointed the Information Officer to act in respect of the CCAA Proceeding, and has recognized and granted full force and effect in Canada to certain of the first day and other orders to ensure that the Company's Canadian business continues to operate uninterrupted during the pendency of the Chapter 11 Cases. Materials in respect of the CCAA Proceeding can be found on the Information Officer's website at https://www.alvarezandmarsal.com/SungardASCanada.

I. De Minimis Asset Sale Procedures

On April 22, the Debtors filed the *Debtors' Motion to Approve Procedures for De Minimis Asset Sales* [Docket No. 133], authorizing the Debtors to implement expedited procedures for the sale of assets in any individual transaction or series of related transactions to a single buyer or group of related buyers with an aggregate sale price equal to or less than $1 million. On May 23, 2022, the Court entered the order approving these procedures [Docket. No. 237]. On June 2, 2022, the Canadian Court granted an order recognizing and giving full force and effect in Canada to the order approving these procedures.

J. Lease and Contract Rejections

On May 6, 2022, the Debtors filed the *Debtors' Omnibus Motion for Entry of an Order (I) Authorizing and Approving the Rejection of Certain Unexpired Leases of Non-Residential Real Property and (II) Granting Related Relief* [Docket No. 197] (the "Rejection Motion"), for authority to reject three unexpired leases relating to the Debtors' workplace recovery centers, effective as of May 31, 2022. On May 31, 2022, the Bankruptcy Court entered an order approving the Rejection Motion. On June 2, 2022, the Canadian Court granted an order recognizing and giving the order approving the Rejection Motion full force and effect in Canada.

On July 1, 2022, the Debtors filed the *Debtors' Motion for Entry of an Order (I) Authorizing and Approving the Rejection of an Unexpired Lease of Non-Residential Real Property, (II) Authorizing and Approving the Rejection of Certain Executory Contracts and (III) Granting Related Relief* [Docket No. 461], (the "Millcreek Rejection Motion"), for authority to reject an unexpired lease of nonresidential real property located at 6535 Millcreek Drive, Mississauga, Ontario, and related contracts, effective as of July 31, 2022. On July 26, 2022, the Bankruptcy Court entered an order approving the Millcreek Rejection Motion. On August 3, 2022, the Canadian Court granted an order recognizing and giving full force and effect in Canada to the order approving the Millcreek Rejection Motion.

On July 29, 2022, the Debtors filed the *Debtors' Motion for Entry of an Order (I) Authorizing and Approving the Rejection of Certain Executory Contracts and (II) Granting Related Relief* [Docket No. 531] for authority to reject certain agreements relating to facilities at 365 S. Randolphville Road, Piscataway, NJ and 3

Corporate Place, Piscataway, NJ. As of the date hereof, the Bankruptcy Court has not entered an order approving the Piscataway Rejection Motion.

K. KERP Approval

On June 29, 2022, the Debtors filed the *Debtors' Emergency Motion for Entry of an Order (I) Approving the Debtors' Key Employee Retention Program, (II) Authorizing the Debtors to Honor and Pay Certain Compensation Obligations, and (III) Granting Related Relief* [Docket No. 421], seeking approval of the Debtors' key employee retention program and authorizing the Debtors to honor and pay certain compensation obligation, including (i) overdue prepetition sales commissions, (ii) project-based retention agreements and (iii) prepetition severance obligations. The Debtors also sought authority to modify their sales commission program. The Debtors had determined that this relief was critical to achieving strong results in the face of industry-wide challenges and allaying concerns of employment uncertainty created by the restructuring and to maximizing the value of the Debtors' estates for the benefit of all stakeholders. The Debtors also sought to mitigate the rise in voluntary attrition in their workforce through the implementation of a retention program. On July 13, 2022, the Court entered the order approving the motion [Docket No. 493]. On July 19, 2022, the Canadian Court granted an order recognizing and giving the order approving the motion full force and effect in Canada.

L. Sale Process

The Debtors engaged in a prepetition marketing process as described in Article III.B and continued such process throughout the Chapter 11 Cases in accordance with the Bidding Procedures. The Debtors evaluated all bids received in accordance with the Bidding Procedures. After reviewing the Debtors' available options, the Debtors determined to pursue (i) a sale of Bravo to 365 Data Centers, (ii) a sale of CMS to 11:11 and (iii) either a sale of the Debtors' remaining Eagle business or a reorganization around the Eagle business if an Eagle Sale Transaction cannot be consummated. The Bankruptcy Court approved the sale of Bravo to 365 Data Centers on August 31, 2022 and a hearing to approve the sale of CMS to 11:11 has been set for September 13, 2022. The Debtors remain in discussions regarding a potential Eagle Sale Transaction and will make a determination as to whether the Eagle Sale Scenario or the Equitization Scenario will be pursued in connection with the filing of the Plan Supplement.

ARTICLE V.
SUMMARY OF TREATMENT OF CLAIMS AND ESTIMATED RECOVERIES

The Plan classifies Claims and Interests into ~~seven~~ten (10) different Classes. The following chart provides a summary of the Debtors' estimate of the anticipated recoveries for each Class of Claims and Interests.[9][10] The treatment provided in this chart is for informational purposes only and is qualified in its entirety by Article VII herein.

Class	Claims or Interests	Status	Voting Rights	Estimated Amount of Allowed Claims or Interests	Estimated Recoveries for Allowed Claims and Interests
1	Other Secured Claims	Unimpaired	Presumed to Accept	Approximately $~~[●]~~15.7 million	100%
2	Other Priority Claims	Unimpaired	Presumed to Accept	$~~[●]~~0	100%

[9][10] The amounts contained in this Article V represent the Debtors' estimate of the Claims that they believe ultimately may be Allowed based on their review of the filed Proofs of Claim and their books and records, and do not represent amounts actually asserted by Creditors in Proofs of Claim or otherwise. The Debtors have not completed their analysis of Claims in the Chapter 11 Cases and such Claims remain subject to objection as necessary or appropriate. Therefore, there can be no assurances of the exact amount of the Allowed Claims at this time. The actual amount of the Allowed Claims may be greater or lower than estimated. *See* Art. XVIII.

Class	Claims or Interests	Status	Voting Rights	Estimated Amount of Allowed Claims or Interests	Estimated Recoveries for Allowed Claims and Interests
3	First Lien Credit Agreement Claims	Impaired	Entitled to Vote	Approximately $[●]10,712,933[11]	[●]%[12]
4	Second Lien Credit Agreement Claims	Impaired	EntitledDeemed to VoteReject	Approximately $[●]278 million	[●]0%
5	Non-Extending Second Lien Credit Agreement Claims	Impaired	EntitledDeemed to VoteReject	Approximately $[●]9 million	[●]0%
7	Term Loan Deficiency Claims	Impaired	Entitled to Vote	$[●]	[●]%
6	General Unsecured Claims	Impaired	EntitledDeemed to VoteReject	Approximately $[●]75 million	[●]0%
87	Section 510(b) Claims	Impaired	Deemed to Reject	$0	0%
98	Intercompany Claims	Unimpaired / Impaired	Presumed to Accept / Deemed to Reject	N/A	100% / 0%
109	Intercompany Interests	Unimpaired / Impaired	Presumed to Accept / Deemed to Reject	N/A	100% / 0%
1110	Existing Equity Interests	Impaired	Deemed to Reject	N/A	0%

ARTICLE VI.

ADMINISTRATIVE AND PRIORITY CLAIMS

In accordance with Bankruptcy Code section 1123(a)(1), Administrative Claims, DIP Facility Claims, Professional Fee Claims, and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in Article VII herein.

[11] As of the Petition Date, approximately $108,233,409.28 in principal amount was outstanding under the First Lien Credit Agreement (inclusive of the Bridge Financing). The amount of Allowed First Lien Credit Agreement Claims is estimated as of the date of the filing of this Plan and Disclosure Statement and accounts for the repayment of the Bridge Financing and roll-up of certain First Lien Credit Agreement Claims into Term Loan DIP Facility Claims pursuant to the Final DIP Order. The final Allowed Amount of First Lien Credit Agreement Claims is subject to change in accordance with the "Roll-Up Recharacterization" provision in the Final DIP Order and will be determined in connection with the filing of the Plan Supplement to be filed with the Bankruptcy Court no later than seven (7) days in advance of the Voting Deadline .

[12] **The estimated recovery for Class 3 will be provided in connection with the Plan Supplement to be filed with the Bankruptcy Court no later than seven (7) days in advance of the Voting Deadline.**

A. Administrative Claims

1. Administrative Claims

Except to the extent that a Holder of an Allowed Administrative Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Administrative Claim, each Holder of an Allowed Administrative Claim (other than Holders of Professional Fee Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (a) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (b) if such Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order Allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (c) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the Holders of such Allowed Administrative Claim; (d) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as applicable; or (e) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

2. Professional Fee Claims

a. *Final Fee Applications*

All final requests for Professional Fee Claims shall be filed no later than forty-five (45) days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts of such Professional Fee Claims shall be determined by the Bankruptcy Court and paid from the Professional Fee Escrow Account and, to the extent such account is insufficient, from the Reorganized Debtors.

b. *Professional Fee Escrow Account*

On the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Reserve Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Retained Professionals. Such funds shall not be considered property of the Estates of the Debtors, the Reorganized Debtors, the Wind Down Debtors or the Plan Administrator, as and if applicable. The amount of Professional Fee Claims owing to the Retained Professionals shall be paid in Cash to such Retained Professionals from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed by a Final Order. When all such Allowed amounts owing to Retained Professionals have been paid in full, any remaining amount in the Professional Fee Escrow Account shall ~~(i)~~ be paid to the Reorganized Debtors (in the Equitization Scenario)~~, (ii) be paid to the Consenting Stakeholder Purchaser or (iii) be paid to the Holders of Term Loan DIP Claims and, after Term Loan DIP Claims are indefeasibly paid in full, to Holders of First Lien Credit Agreement Claims~~ or the Plan Administrator (in the Eagle Sale Scenario), in each case, without any further action or order of the Bankruptcy Court. To the extent that funds held in the Professional Fee Escrow Account are unable to satisfy the amount of Professional Fee Claims owed to the Retained Professionals, such Retained Professionals shall have Allowed Administrative Claims for any such deficiency, which shall be satisfied in accordance with Article VI.A.1 hereof; provided the Retained Professionals for the Committee shall be limited to total allowed fees and expenses of $1,900,000 in accordance with the Final DIP Order.

Notwithstanding anything to the contrary set forth herein, professional fees and expenses of Canadian professionals including counsel to the Foreign Representative, the Information Officer and its counsel, incurred in connection with the CCAA Proceeding, shall in all cases continue to be paid in accordance with the terms of the orders of the Canadian Court, and for greater certainty, in circumstances involving the sale or distribution of the assets of Sungard AS Canada or other Property in Canada (as defined in the Supplemental Order), such Canadian

professional fees and expenses will also be required to be paid prior to or concurrently with the discharge of the Administration Charge.

c. *Professional Fee Reserve Amount*

To receive payment for unbilled fees and expenses incurred through the Effective Date, the Retained Professionals shall estimate their Accrued Professional Compensation prior to and as of the Effective Date and shall deliver such estimate to the Debtors on or before the Effective Date. If a Retained Professional does not provide such estimate, the Debtors may estimate the unbilled fees and expenses of such Retained Professional; *provided* that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such Retained Professional. The total amount so estimated as of the Effective Date shall comprise the Professional Fee Reserve Amount; *provided, however*, the Retained Professionals for the Committee shall be limited to total allowed fees and expenses of $1,900,000 in accordance with the Final DIP Order, and to the extent of any unused amounts thereunder by Retained Professionals for the Committee, the balance shall revert to the ~~GUC Recovery Pool~~holders of Term Loan DIP Facility Claims notwithstanding anything to the contrary set forth above or in this Plan. The Retained Professionals of the Committee shall be entitled to reimbursement of fees and costs incurred after the Effective Date from the Professional Fee Reserve relating to final fee applications.

d. *Payment of Certain Fees and Expenses*

Except as otherwise specifically provided in the Plan, from and after the Effective Date, each ~~Debtor,~~ Reorganized Debtor or the Plan Administrator (as applicable) shall pay in Cash the reasonable fees and expenses incurred by such Debtor, Reorganized Debtor or the Plan Administrator (as applicable) after the Effective Date in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court. The ~~Debtors,~~ Reorganized Debtors or the Plan Administrator (as applicable) shall pay all reasonable and documented fees and expenses in accordance with the terms and conditions of the Plan, the DIP Orders and the Restructuring Support Agreement, and if any such fee and/or expense is unpaid as of the Effective Date such fee and/or expense shall be paid on the Effective Date. If the ~~Debtors,~~ Reorganized Debtors or Plan Administrator (as applicable) dispute the reasonableness of any such invoice for fees and expenses payable under the Plan, DIP Orders or the Restructuring Support Agreement, the ~~Debtors,~~ Reorganized Debtors or Plan Administrator (as applicable) or the affected professional may submit such dispute to the Bankruptcy Court for a determination of the reasonableness of any such invoice, and the disputed portion of such invoice shall not be paid until the dispute is resolved. The undisputed portion of such fees and expenses shall be paid as provided herein. Upon the Effective Date, any requirement that Retained Professionals comply with Bankruptcy Code sections 327 through 331 and 1103 in seeking retention or compensation for services rendered after such date shall terminate, and each Reorganized Debtor or the Plan Administrator (as applicable) may employ and pay any Retained Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

e. *Substantial Contribution Compensation and Expenses*

Any Entity that requests compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to Bankruptcy Code sections 503(b)(3), (4), and (5) must file an application and serve such application on counsel for the Debtors, Reorganized Debtors or Plan Administrator, as applicable, and as otherwise required by the Bankruptcy Court, the Bankruptcy Code, and the Bankruptcy Rules on or before the Administrative Claims Bar Date.

3. Administrative Claims Bar Date

All requests for payment of an Administrative Claim (other than DIP Facility Claims, Cure Claims, or Professional Fee Claims) that accrued on or before the Effective Date that were not otherwise accrued in the ordinary course of business must be filed with the Bankruptcy Court and served on the Debtors no later than the Administrative Claims Bar Date. Holders of Administrative Claims (other than DIP Facility Claims, Cure Claims, or Professional Fee Claims) that are required to, but do not, file and serve a request for payment of such Administrative Claims by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such

Administrative Claims against the Debtors or their property and such Administrative Claims shall be deemed discharged as of the Effective Date.

The Reorganized Debtors or Plan Administrator (as applicable), in their sole and absolute discretion, may settle Administrative Claims in the ordinary course of business without further Bankruptcy Court approval. The Reorganized Debtors or Plan Administrator (as applicable) may also choose to object to any Administrative Claim no later than ninety (90) days after the Administrative Claims Bar Date, subject to extensions by the Bankruptcy Court, agreement in writing of the parties, or on motion of a party in interest approved by the Bankruptcy Court. Unless the Debtors, the Reorganized Debtors or Plan Administrator (as applicable) object to a timely-filed and properly served Administrative Claim, such Administrative Claim will be deemed Allowed in the amount requested. In the event that the Debtors, the Reorganized Debtors or Plan Administrator (as applicable) object to an Administrative Claim, the parties may confer to try to reach a settlement and, failing that, the Bankruptcy Court will determine whether such Administrative Claim should be allowed and, if so, in what amount.

B. DIP Facility Claims

1. ABL DIP Facility Claims

The ABL DIP Facility Claims shall be Allowed as of the Effective Date in an amount equal to (a) the principal amount outstanding under the ABL DIP Facility on such date, (b) all interest accrued and unpaid thereon to the date of payment, and (c) any and all accrued and unpaid fees, expenses and indemnification or other obligations of any kind payable under the ABL DIP Facility.

Except to the extent that a Holder of an Allowed ABL DIP Facility Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for, each Allowed ABL DIP Facility Claim, on the Effective Date, each Holder of an Allowed ABL DIP Facility Claim shall be (i) paid in full in cash, or (ii) afforded such other treatment as is acceptable to the Required ABL DIP Lenders. Notwithstanding the foregoing, and without limitation of Article VIII.D. with respect to the ABL DIP Facility, (i) on the Effective Date the Debtors shall cash collateralize all outstanding letters of credit issued, deemed issued, or deemed reissued under the ABL DIP Facility in accordance with the terms and conditions of the ABL DIP Documents, and (ii) the ABL DIP Agent's Claims and Liens in such cash collateral with respect to such letters of credit shall survive the termination of the ABL DIP Facility and the occurrence of the Effective Date.

2. Term Loan DIP Facility Claims

The Term Loan DIP Facility Claims shall be Allowed as of the Effective Date in an amount equal to (a) ~~the principal amount outstanding under the Term Loan DIP Facility on such date, (b) all interest accrued and unpaid thereon to the date of payment, and (c~~$208,626,865[13] and (b) any and all accrued and unpaid fees, expenses and indemnification or other obligations of any kind payable under the Term Loan DIP Facility.

~~The recovery to Holders of Term Loan DIP Facility Claims under this Plan depends on whether the Restructuring Transactions are implemented through a Third Party Sale, a Credit Bid Sale, the Equitization Scenario or a combination of any of the foregoing.~~ Except to the extent that a Holder of an Allowed Term Loan DIP Facility Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for, each Allowed Term Loan DIP Facility Claim, on the Effective Date, each Holder of an Allowed Term Loan DIP Facility Claim shall receive: (a) in the event of the Eagle Sale Scenario, ~~up to the Allowed Amount of~~ such Holder's ~~Claim in~~Pro Rata share of available ~~Third Party~~ Sale ~~Consideration~~Proceeds from one or more ~~Third Party Sales, (b) in the Sale Scenario, to the extent a Credit Bid Sale occurs,~~ Sale Transactions (including the Term Loan DIP Sale Consideration from a sale of the Eagle assets) *plus* such Holder's Pro Rata share

[13] The amount of Allowed Term Loan DIP Facility Claims is estimated as of the date of the filing of this Plan and Disclosure Statement and includes the roll-up of certain Credit Agreement Claims pursuant to the Final DIP Order. The final Allowed Amount of Term Loan DIP Facility Claims is subject to change in accordance with the "Roll-Up Recharacterization" provision in the Final DIP Order and will be determined in connection with the filing of the Plan Supplement to be filed with the Bankruptcy Court no later than seven (7) days in advance of the Voting Deadline.

of any additional Cash and/or proceeds of any assets not included in the Sale Transactions up to the Allowed Amount of such Holder's Term Loan DIP Facility Claim ~~in Credit Bid Sale Consideration, (c) to the extent the Debtors reorganize pursuant to~~; or (b) in the event of the Equitization Scenario ~~and the Allowed Term Loan DIP Facility Claims have not been satisfied in full in Cash, its~~, such Holder's Pro Rata share of (i) ~~the Take Back Debt Facility and (ii) Reorganized Debtor Equity with a value up to an amount necessary to satisfy Term Loan DIP Facility Claims in full after taking into account (x) any Cash distributed or to be distributed pursuant to the preceding clause (a) and (y) the debt issued under~~ available Sale Proceeds from one or more Sale Transactions; (ii) the Take Back Debt Facility, ~~and/or (d) any funds payable in accordance with Article VIII.J.1, including cash and proceeds of any assets not included in a Third Party Sale, Credit Bid Sale, and/or Equitization Scenario up to the Allowed Amount of such Holder's Term Loan DIP Facility Claim~~if applicable; and (iii) the Term Loan DIP Equity Consideration as set forth in the Equity Allocation Schedule, or such other treatment as is acceptable to the Required Consenting Stakeholders.

C. Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in Bankruptcy Code section 1129(a)(9)(C) and, for the avoidance of doubt, Holders of Allowed Priority Tax Claims will receive interest on such Allowed Priority Tax Claims after the Effective Date in accordance with sections 511 and Bankruptcy Code 1129(a)(9)(C). To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in accordance with the terms of any agreement between the Debtors, Reorganized Debtors or the Plan Administrator (as applicable) and the Holder of such Claim, or as may be due and payable under applicable non-bankruptcy law, or in the ordinary course of business.

D. Statutory Fees

All fees due and payable pursuant to section 1930 of title 28 of the U.S. Code prior to the Effective Date shall be paid by the Debtors plus any interest due and payable under 31 U.S.C. § 3717 on all disbursements, including Plan payments and disbursements in and outside the ordinary course of the Debtors' or, if applicable, Reorganized Debtors' business (or such amount agreed to with the United States Trustee), for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first. On and after the Effective Date, the Reorganized Debtors or Plan Administrator (as applicable) shall pay any and all such fees when due and payable, and shall File with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee.

ARTICLE VII.
CLASSIFICATION, TREATMENT, AND VOTING OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests

The Plan constitutes a separate Plan proposed by each Debtor. Except for the Claims addressed in Article VI herein, all Claims and Interests are classified in the Classes set forth below in accordance with Bankruptcy Code section 1122. A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving Distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date. The votes of each Class shall be tabulated on a Debtor-by-Debtor basis.

B. Treatment of Claims and Interests

Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter in full and final satisfaction, settlement, release~~, and discharge of,~~ and in exchange for, such Holder's Allowed Claim.

(a) ***Class 1 — Other Secured Claims***

(1) *Classification*: Class 1 consists of all Other Secured Claims.

(2) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment of its Allowed Other Secured Claim, in full and final satisfaction, settlement, release~~, and discharge of~~ and in exchange for each Allowed Other Secured Claim, each such Holder shall receive, at the option of the applicable Debtor(s), either:

(A) payment in full in Cash;

(B) delivery of collateral securing such Allowed Other Secured Claim;

(C) Reinstatement of such Allowed Other Secured Claim; or

(D) such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with Bankruptcy Code section 1124.

(3) *Voting*: Class 1 is Unimpaired and Holders of Allowed Other Secured Claims in Class 1 are conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f). Therefore, Holders of Allowed Other Secured Claims in Class 1 are not entitled to vote to accept or reject the Plan.

(b) ***Class 2 — Other Priority Claims***

(~~1~~4) *Classification*: Class 2 consists of all Other Priority Claims.

(~~2~~5) *Treatment*: Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment, on the Effective Date, or as soon as reasonably practicable thereafter, in full and final satisfaction, compromise, settlement, release, and ~~discharge of and~~ in exchange for such Allowed Other Priority Claim, each Holder thereof shall receive either:

(A) payment in full in Cash;

(B) Reinstatement of such Allowed Other Priority Claim; or

(C) such other treatment rendering its Allowed Other Priority Claim Unimpaired in accordance with Bankruptcy Code section 1124.

(~~3~~6) *Voting*: Class 2 is Unimpaired and Holders of Allowed Other Priority Claims in Class 2 are conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f). Therefore, Holders of Allowed Other Priority Claims in Class 2 are not entitled to vote to accept or reject the Plan.

(c) ***Class 3 — First Lien Credit Agreement Claims***

(1) *Classification*: Class 3 consists of all First Lien Credit Agreement Claims.

(2) *Allowance:* On the Effective Date, the First Lien Credit Agreement Claims shall be deemed Allowed in the principal amount outstanding under the First Lien Credit Agreement (including all accrued and unpaid interest as of the Petition Date ~~plus any postpetition interest owed pursuant to Bankruptcy Code section 506(b)) as of such date~~)

after reduction for any First Lien Credit Agreement Claims rolled-up into Term Loan DIP Facility Claims pursuant to the Final DIP Order.

(3) *Treatment*: ~~The recovery to Holders of First Lien Credit Agreement Claims under the Plan depends on whether the Restructuring Transactions are implemented through a Third Party Sale, a Credit Bid Sale, the Equitization Scenario or a combination of any of the foregoing.~~ Except to the extent that a Holder of an Allowed First Lien Credit Agreement Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, compromise, settlement, release~~, and discharge of~~ and in exchange for each Allowed First Lien Credit Agreement Claim, each Holder thereof shall receive:

(A) ~~to~~in the ~~extent a Third Party Sale occurs, up to the Allowed Amount of such Holder's First Lien Credit Agreement Claim in any remaining Third Party~~event of the Eagle Sale Scenario, its Pro Rata share of the First Lien Sale Consideration ~~after~~ *plus* such Holder's Pro Rata share of any additional Cash and/or proceeds of any assets not included in the Sale Transactions available after repayment of the Term Loan DIP Facility Claims ~~have been indefeasibly paid~~ in full~~;~~

~~(B) to the extent a Credit Bid Sale occurs,~~ up to the Allowed Amount of such Holder's First Lien Credit Agreement ~~Claim in any remaining Credit Bid Sale Consideration after Term Loan DIP Facility Claims have been indefeasibly paid in full;~~Claims; or

(B) in the event of the Equitization Scenario, its Pro Rata share of the First Lien Equity Consideration as set forth in the Equity Allocation Schedule.

~~(C) to the extent the Debtors reorganize pursuant the Equitization Scenario and the First Lien Credit Agreement Claims have not been satisfied in full, its Pro Rata share of any remaining First Lien Equitization Consideration after the Term Loan DIP Facility Claims have been indefeasibly paid in full; and/or~~

~~(D) any funds payable in accordance with Article VIII.J.1, including cash and proceeds of any assets not included in a Third Party Sale, Credit Bid Sale, and/or Equitization Scenario up to the Allowed Amount of such Holder's First Lien Credit Agreement Claim after Term Loan DIP Facility Claims have been indefeasibly paid in full.~~

(4) *Voting*: Class 3 is Impaired. Therefore, Holders of Class 3 First Lien Credit Agreement Claims are entitled to vote to accept or reject the Plan.

(d) ***Class 4 — Second Lien Credit Agreement Claims***

(1) *Classification*: Class 4 consists of all Second Lien Credit Agreement Claims.

(2) *Allowance*: On the Effective Date, the Second Lien Credit Agreement Claims shall be deemed Allowed in the principal amount outstanding under the Second Lien Credit Agreement (including all accrued and unpaid interest as of the Petition Date ~~plus any postpetition interest owed pursuant to Bankruptcy Code section 506(b)) after reduction for any Second Lien Credit Agreement Claims rolled-up into Term Loan DIP Facility Claims pursuant to the Final DIP Order~~).

(3) *Treatment*: ~~The recovery to~~ Second Lien Credit Agreement Claims will be canceled, released and extinguished as of the Effective Date, and will be of no further force or effect, and Holders of Second Lien Credit Agreement Claims ~~under this Plan depends on~~

~~whether the Restructuring Transactions are implemented through a Third Party Sale, a Credit Bid Sale, the Equitization Scenario or a combination of any of the foregoing. Except to the extent that a Holder of an Allowed~~will not receive any distribution on account of such Second Lien Credit Agreement ~~Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Credit Agreement Claim, each Holder thereof shall receive:~~Claims.

~~(A) to the extent a Third Party Sale occurs, up to the Allowed Amount of such Holder's Second Lien Credit Agreement Claim in available Third Party Sale Consideration, if any, in accordance with the Second Lien Allocation Schedule after the Term Loan DIP Facility Claims and First Lien Credit Agreement Claims have been indefeasibly paid in full;~~

~~(B) to the extent a Credit Bid Sale occurs, up to the Allowed Amount of such Holder's Second Lien Credit Agreement Claim in available Credit Bid Sale Consideration, if any, in accordance with the Second Lien Allocation Schedule after the Term Loan DIP Facility Claims and First Lien Credit Agreement Claims have been indefeasibly paid in full;~~

~~(C) to the extent the Debtors reorganize pursuant the Equitization Scenario and the Second Lien Credit Agreement Claims have not been satisfied in full, its Pro Rata share of available Second Lien Equitization Consideration, if any, in accordance with the Second Lien Allocation Schedule after the Term Loan DIP Facility Claims and First Lien Credit Agreement Claims have been indefeasibly paid in full; and/or~~

~~(D) any funds payable in accordance with Article VIII.J.1, including cash and proceeds of any assets not included in a Third Party Sale, Credit Bid Sale, and/or Equitization Scenario up to the Allowed Amount of such Holder's Second Lien Credit Agreement Claim after Term Loan DIP Facility Claims and First Lien Credit Agreement Claims have been indefeasibly paid in full.~~

(4) *Voting*: ~~Class 4 is Impaired. Therefore,~~ Holders of ~~Class 4~~ Second Lien Credit Agreement Claims are deemed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Second Lien Credit Agreement Claims are not entitled to vote to accept or reject the Plan.

(e) Class 5 — Non-Extending Second Lien Credit Agreement Claims

(1) *Classification*: Class 5 consists of all Non-Extending Second Lien Credit Agreement Claims.

(2) *Allowance*: On the Effective Date, the Non-Extending Second Lien Credit Agreement Claims shall be deemed Allowed in the principal amount outstanding under the Non-Extending Second Lien Credit Agreement (including all accrued and unpaid interest as of the Petition Date ~~plus any postpetition interest owed pursuant to Bankruptcy Code section 506(b)) after reduction for any Non-Extending Second Lien Credit Agreement Claims rolled-up into Term Loan DIP Facility Claims pursuant to the Final DIP Order~~).

(3) *Treatment*: ~~The recovery to~~ Non-Extending Second Lien Credit Agreement Claims will be canceled, released and extinguished as of the Effective Date, and will be of no further force or effect, and Holders of Non-Extending Second Lien Credit Agreement Claims ~~under this Plan depends on whether the Restructuring Transactions are implemented through a Third Party Sale, a Credit Bid Sale, the Equitization Scenario or a combination~~

~~of any of the foregoing. Except to the extent that a Holder of an Allowed Non-Extending Second Lien Credit Agreement Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Non-Extending Second Lien Credit Agreement Claim, each Holder thereof shall receive:~~

will not receive any distribution on account ~~(A) to the extent a Third Party Sale occurs, up to the Allowed Amount of such Holder's~~of such Non-Extending Second Lien ~~Claim in available Third Party Sale Consideration, if any, in accordance with the Second Lien Allocation Schedule after the Term Loan DIP Facility and First Lien~~ Credit Agreement Claims ~~have been indefeasibly paid in full;~~ .

~~(B) to the extent a Credit Bid Sale occurs, up to the Allowed Amount of such Holder's Non-Extending Second Lien Credit Agreement Claim in available Credit Bid Sale Consideration, if any, in accordance with the Second Lien Allocation Schedule after the Term Loan DIP Facility Claims and First Lien Credit Agreement Claims have been indefeasibly paid in full;~~

~~(C) to the extent the Debtors reorganize pursuant the Equitization Scenario and the Non-Extending Second Lien Credit Agreement Claims have not been satisfied in full, its Pro Rata share of available Non-Extending Second Lien Equitization Consideration, if any, in accordance with the Second Lien Allocation Schedule after the Term Loan DIP Facility Claims and First Lien Credit Agreement Claims have been indefeasibly paid in full; and/or~~

~~(D) any funds payable in accordance with Article VIII.J.1, including cash and proceeds of any assets not included in a Third Party Sale, Credit Bid Sale, and/or Equitization Scenario up to the Allowed Amount of such Holder's Second Lien Credit Agreement Claim in accordance with the Second Lien Allocation Schedule after Term Loan DIP Facility Claims and First Lien Credit Agreement Claims have been indefeasibly paid in full.~~

(4) *Voting*: ~~Class 5 is Impaired. Therefore,~~ Holders of ~~Class 5~~ Non-Extending Second Lien Credit Agreement Claims are deemed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Non-Extending Second Lien Credit Agreement Claims are not entitled to vote to accept or reject the Plan.

(f) Class 6 — General Unsecured Claims

(1) *Classification*: Class 6 consists of all General Unsecured Claims.

(2) *Treatment*: ~~Except to the extent that a Holder of an Allowed~~ General Unsecured ~~Claim agrees to less favorable treatment, on~~Claims will be canceled, released and extinguished as of the Effective Date, ~~in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed~~and will be of no further force or effect, and Holders of General Unsecured ~~Claim, each Holder thereof shall~~Claims will not receive~~:~~ any distribution on account of such General Unsecured Claims.

~~(A) its Pro Rata share of the GUC Recovery Pool; and~~

~~(B) to the extent a Third Party Sale occurs, its Pro Rata share of the Contingent Distribution Amount (if any).~~

(3) *Voting*: ~~Class 6 is Impaired. Therefore,~~ Holders of ~~Class 6~~ General Unsecured Claims are ~~entitled to vote to accept or reject~~deemed to have rejected the Plan~~.~~

pursuant to Bankruptcy Code section 1126(g). ~~**(g)** Class 7 — Term Loan Deficiency Claims~~

~~(1) *Classification*: Class 7 consists of all Term Loan Deficiency Claims.~~

~~(2) *Treatment*: Except to the extent that a Holder of an Allowed Term Loan Deficiency Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Term Loan Deficiency Claim, each Holder thereof shall receive its Pro Rata share of the Debtors' cash on hand after the Claims in Classes 1–5 have been indefeasibly paid in full, excluding the GUC Recovery Pool, Contingent Distribution Amount, and Wind-Down Amount.~~

~~(3) *Voting*: Class 7 is Impaired.~~ Therefore, Holders of ~~Class 7 Term Loan Deficiency~~General Unsecured Claims are not entitled to vote to accept or reject the Plan.

(~~h~~g) Class ~~8~~7 — Section 510(b) Claims

(1) *Classification*: Class ~~8~~7 consists of all Section 510(b) Claims.

(2) *Treatment*: Section 510(b) Claims will be canceled, released~~, discharged,~~ and extinguished as of the Effective Date, and will be of no further force or effect, and Holders of Section 510(b) Claims will not receive any distribution on account of such Section 510(b) Claims.

(3) *Voting*: Holders of Section 510(b) Claims are deemed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Section 510(b) Claims are not entitled to vote to accept or reject the Plan.

(~~i~~h) Class ~~9~~8 — Intercompany Claims

(1) *Classification*: Class ~~9~~8 consists of all Intercompany Claims.

(2) *Treatment*: On the Effective Date, (x) in the Equitization Scenario, each Intercompany Claim shall be, at the option of the Debtors (with the consent of the Required Consenting Stakeholders) or the Reorganized Debtors, as applicable, either Reinstated or canceled and released without any distribution, or (y) ~~if there is no Equitization~~in the Eagle Sale Scenario, each Intercompany Claim shall be canceled and released without any distribution.

(3) *Voting*: Holders of Intercompany Claims are either Unimpaired, and such Holders of Intercompany Claims are conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f), or Impaired, and such Holders of Intercompany Claims are conclusively presumed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Allowed Intercompany Claims are not entitled to vote to accept or reject the Plan.

(ji) ***Class 109 — Intercompany Interests***

(1) *Classification*: Class 109 consists of all Intercompany Interests.

(2) *Treatment*: Subject to the Restructuring Transactions, on the Effective Date, (x) in the Equitization Scenario, Intercompany Interests shall be, at the option of the Debtors (with the reasonable consent of the Required Consenting Stakeholders) or the Reorganized Debtors, as applicable, either Reinstated or cancelled and released without any distribution, or (y) ~~if there is no Equitization~~in the Eagle Sale Scenario, Intercompany Interests shall be cancelled and released with no distribution.

(3) *Voting*: Holders of Intercompany Interests are either Unimpaired, and such Holders of Intercompany Interests are conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f), or Impaired, and such Holders of Intercompany Interests are conclusively presumed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Intercompany Interests are not entitled to vote to accept or reject the Plan.

(kj) ***Class 1110 — Existing Equity Interests***

(1) *Classification*: Class 1110 consists of all Existing Equity Interests.

(2) *Treatment*: On the Effective Date, all Existing Equity Interests will be canceled, released, and extinguished, and will be of no further force or effect.

(3) *Voting*: Class 1110 is Impaired and Holders of Allowed Class 10 Existing Equity Interests are conclusively presumed to have rejected the Plan. Therefore, Holders of Allowed Class 1110 Existing Equity Interests are not entitled to vote to accept or reject the Plan.

C. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' or the Reorganized Debtors' rights regarding any Unimpaired Claim, including all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claim. ~~Unless otherwise Allowed, Claims that are Unimpaired shall remain Disputed Claims under the Plan.~~

D. Controversy Concerning Impairment

If a controversy arises as to whether any Claims or Interests, or any Class thereof, is Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

E. Elimination of Vacant Classes

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest, or a Claim or Interest temporarily Allowed by the Bankruptcy Court in an amount greater than zero as of the date of the Confirmation Hearing, shall be considered vacant and deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to Bankruptcy Code section 1129(a)(8).

F. Voting Classes; Presumed Acceptance or Rejection by Non-Voting Classes

If a Class contains Claims eligible to vote and no Holder of Claims eligible to vote in such Class votes to accept or reject the Plan, the Plan shall be presumed accepted by the Holders of such Claims in such Class.

Claims in Classes 1 and 2 are not Impaired under the Plan, and, as a result, the Holders of such Claims are deemed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f) and their votes will not be solicited.

Claims in ~~Classes~~Class 3~~, 4, 5, 6 and 7~~ are Impaired under the Plan and are entitled to vote. Such ~~Classes~~Class (with respect to each applicable Debtor) will have accepted the Plan if the Plan is accepted by at least two-thirds in amount and a majority in number of the Claims in such Class (other than any Claims of creditors designated under Bankruptcy Code section 1126(e)) that have voted to accept or reject the Plan.

Claims in Class 8 and the Interests in Class ~~11, and~~ 9 (depending on their respective treatment~~,~~) and Claims in Class ~~9~~ 4, 5, 6 and 7 and the Interests in Class 10~~,~~ are Impaired and will not receive a Distribution under the Plan. Pursuant to Bankruptcy Code section 1126(g), the Holders of Claims and Interests in such Classes are deemed to reject the Plan and their votes will not be solicited.

G. Confirmation Pursuant to Bankruptcy Code Sections 1129(a)(10) and 1129(b)

The Debtors will seek Confirmation of the Plan pursuant to Bankruptcy Code section 1129(b) with respect to a rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article XIV herein (subject to the terms of the Restructuring Support Agreement) to the extent that Confirmation pursuant to Bankruptcy Code section 1129(b) requires modification, including by (a) modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules and (b) withdrawing the Plan as to an individual Debtor at any time before the Confirmation Date.

H. Subordinated Claims

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, Bankruptcy Code section 510(b), or otherwise. Pursuant to Bankruptcy Code section 510 and subject to the Restructuring Support Agreement, the Debtors, Reorganized Debtors or the Plan Administrator, as applicable, reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

I. Intercompany Interests

To the extent Reinstated under the Plan, the Intercompany Interests shall be Reinstated for the ultimate benefit of the holders of the Reorganized Debtor Equity and in exchange for the Debtors', Reorganized Debtors', and Plan Administrator's (as applicable) agreement under the Plan to make certain distributions to the Holders of Allowed Claims. Distributions on account of the Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience and due to the importance of maintaining the corporate structure given the various foreign Affiliates and subsidiaries of the Debtors. For the avoidance of doubt, to the extent Reinstated pursuant to the Plan, on and after the Effective Date, all Intercompany Interests shall be owned by the same Reorganized Debtor that corresponds with the Debtor that owned such Intercompany Interests prior to the Effective Date.

ARTICLE VIII.
MEANS FOR IMPLEMENTATION OF THE PLAN

As referenced below, certain of the provisions in this Article VIII shall only apply to the extent that there is a reorganization of the Debtors pursuant to ~~an~~the Equitization Scenario and references to the "Reorganized Debtors" shall be interpreted as applicable only in the event of ~~an~~the Equitization Scenario. In addition, certain of the provisions in this Article VIII shall only apply to the extent there is a Wind-Down of the Debtors.

A. General Settlement of Claims and Interests

Pursuant to Bankruptcy Code sections 363 and 1123 and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan.

The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and is within the range of reasonableness. Subject to Article XI herein, all distributions made to Holders of Allowed Claims and Allowed Interests in any Class are intended to be and shall be final.

B. Restructuring Transactions

On or about the Effective Date, the Debtors, the Reorganized Debtors or Plan Administrator (as applicable) may take all actions as may be necessary or appropriate to effectuate the transactions described in, approved by, contemplated by, or necessary to effectuate the Plan, including: (a) the execution and delivery of any appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, and that satisfy the requirements of applicable law and any other terms to which the applicable Entities may agree, including the documents comprising the Plan Supplement; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable Entities agree; (c) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, amalgamation, consolidation, conversion, or dissolution pursuant to applicable state law; (d) the Sale Transactions~~, if any~~; (e) such other transactions that are required to effectuate the Restructuring Transactions in the most efficient manner for the Debtors and Consenting Stakeholders, including in regard to tax matters and any mergers, consolidations, restructurings, conversions, dispositions, transfers, formations, organizations, dissolutions, or liquidations; (f) the execution, delivery, and filing, if applicable, of the Take Back Debt Documents; (g) the execution, delivery, and filing, if applicable, of the Exit Facility Documents; and (h) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

The Confirmation Order shall and shall be deemed to, pursuant to both Bankruptcy Code section 1123 and section 363, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan.

C. Subordination

The allowance, classification, and treatment of satisfying all Claims and Interests under the Plan takes into consideration any and all subordination rights, whether arising by contract or under general principles of equitable subordination, Bankruptcy Code section 510(b) or 510(c), or otherwise. On the Effective Date, any and all subordination rights or obligations that a Holder of a Claim or Interest may have with respect to any distribution to be made under the Plan will be ~~discharged and~~ terminated, and all actions related to the enforcement of such subordination rights will be enjoined permanently. Accordingly, distributions under the Plan to Holders of Allowed Claims will not be subject to turnover or payment to a beneficiary of such terminated subordination rights, or to

levy, garnishment, attachment or other legal process by a beneficiary of such terminated subordination rights; *provided*, that any such subordination rights shall be preserved in the event the Confirmation Order is vacated, the Effective Date does not occur in accordance with the terms hereunder or the Plan is revoked or withdrawn.

D. Cancellation of Instruments, Certificates, and Other Documents

On the Effective Date, except with respect to the Exit Facility and Take Back Debt Facility, if any, and the Reorganized Debtor Equity, if any, or as otherwise provided in the Plan: (a) the obligations of the Debtors under the DIP Facilities, the PNC Revolving Credit Agreement, the Credit Agreements and any Existing Equity Interests, certificate, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document, directly or indirectly, evidencing or creating any indebtedness or obligation of, or ownership interest in, the Debtors giving rise to any Claim or Interest, including, for the avoidance of doubt, any and all shareholder or similar agreements related to Existing Equity Interests, shall be cancelled and none of the Debtors, the Reorganized Debtors or the Plan Administrator (as applicable) shall have any continuing obligations thereunder; and (b) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation, or similar documents governing the shares, certificates, notes, bonds, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors shall be released ~~and discharged~~; *provided* that notwithstanding Confirmation or the occurrence of the Effective Date, any such agreement that governs the rights of the Holder of an Allowed Claim shall continue in effect solely for purposes of enabling such Holder to receive distributions under the Plan on account of such Allowed Claim as provided herein; *provided*, *further*, that the preceding proviso shall not affect the ~~discharge~~resolution of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan or result in any expense or liability to the Debtors, Reorganized Debtors or the Plan Administrator, as applicable, except to the extent set forth in or provided for under the Plan; *provided*, *further*, that nothing in this section shall effect a cancellation of any Reorganized Debtor Equity, Intercompany Interests that are reinstated, Intercompany Claims that are reinstated, ~~Third Party Sale Consideration or Credit Bid Sale Consideration,~~ as applicable.

Notwithstanding Confirmation, the occurrence of the Effective Date or anything to the contrary herein, only such matters that, by their express terms, survive the termination of the DIP Facilities, the Credit Agreements, and Existing Equity Interests shall survive the occurrence of the Effective Date, including the rights of the any applicable Agent to expense reimbursement, indemnification, and similar amounts.

E. Sources for Plan Distributions and Transfers of Funds Among Debtors

Distributions under the Plan shall be funded, as applicable, with: (a) Cash on hand, including cash from operations and the proceeds of the DIP Facilities ~~and any Third Party Sales~~; (b) the proceeds of the Exit Facility, if any, and the loans thereunder; (c) the ~~Reorganized Debtor; (d) Third Party Sale Consideration; and (e) Credit Bid Sale Consideration~~Takeback Debt Facility, to the extent applicable; (d) the Reorganized Debtor Equity; and (e) the Sale Proceeds. Cash payments to be made pursuant to the Plan will be made by the Debtors, Reorganized Debtors, the Plan Administrator or the Distribution Agent, as applicable. The Reorganized Debtors and Plan Administrator (as applicable) will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Reorganized Debtors or the Plan Administrator, as applicable to make the payments and distributions required by the Plan. Except as set forth herein, and to the extent consistent with any applicable limitations set forth in any applicable post-Effective Date agreement, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate the terms of the Plan.

From and after the Effective Date, in the event of ~~an~~the Equitization Scenario, the Reorganized Debtors, subject to any applicable limitations set forth in any post-Effective Date agreement, shall have the right and authority without further order of the Bankruptcy Court to raise additional capital and obtain additional financing as the boards of directors or managers of the applicable Reorganized Debtors deem appropriate.

F. Corporate Action

Subject to the Restructuring Support Agreement, and except as set forth in Article VIII.J.1 below, upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized, approved, and, to the extent taken

prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers, or officers of the Debtors, the Reorganized Debtors, the Plan Administrator (as applicable) or any other Entity, including, in each case, as applicable: (a) rejection or assumption, as applicable, of Executory Contracts and Unexpired Leases; (b) selection of the directors, managers, and officers for the Reorganized Debtors; (c) the entry into the Take Back Debt Facility or Exit Facility and the execution, entry into, delivery and filing of the Take Back Debt Facility Documents or Exit Facility Documents; (d) the adoption and/or filing of the New Organizational Documents; (e) the issuance and distribution, or other transfer, of the Reorganized Debtor Equity as provided herein; (f) implementation of the Restructuring Transactions, including any Sale Transactions; and (g) all other acts or actions contemplated, or reasonably necessary or appropriate to promptly consummate the transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors, and any corporate action required by the Debtors in connection therewith, shall be deemed to have occurred on, and shall be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, managers, authorized persons, or officers of the Debtors, Reorganized Debtors or Plan Administrator (as applicable). On or (as applicable) before the Effective Date, the appropriate officers of the Debtors, Reorganized Sungard AS, or the other Reorganized Debtors, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effectuate the Restructuring Transactions) in the name of and on behalf of Reorganized Sungard AS and the other Reorganized Debtors, as applicable, including the Take Back Facility Documents, Exit Facility Documents and any and all other agreements, documents, Securities, and instruments relating to the foregoing, to the extent not previously authorized by the Bankruptcy Court, if and as applicable. The authorizations and approvals contemplated by this Article VIII.F. shall be effective notwithstanding any requirements under non-bankruptcy law.

G. Section 1146(a) Exemption

To the fullest extent permitted by Bankruptcy Code section 1146(a), any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan (including the Restructuring Transactions) or pursuant to: (a) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or the Reorganized Debtors; (b) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (c) the making, assignment, or recording of any lease or sublease; (d) the grant of collateral as security for any or all of the Take Back Debt Facility or Exit Facility, as applicable; or (e) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan (including the Restructuring Transactions), shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales or use tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of Bankruptcy Code section 1146(c), shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

H. Preservation of Causes of Action

Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or sold in a Sale Transaction, including pursuant to Article XII herein, the DIP Orders, or a Final Order, in accordance with Bankruptcy Code section 1123(b), the Reorganized Debtors or Plan Administrator, as applicable, shall retain and may enforce all rights to commence and pursue any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' and Plan Administrator's (as applicable) rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date; *provided* that the Reorganized Debtors and Plan Administrator shall not commence or pursue any Avoidance Actions and to

the extent Avoidance Actions are sold pursuant to a Sale ~~Scenario, the Consenting Stakeholder Purchaser or other~~Transaction, any Purchaser(s) shall not commence or pursue any Avoidance Actions. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors, the Reorganized Debtors or Plan Administrator (as applicable) will not pursue any and all available Causes of Action against them. The Debtors, the Reorganized Debtors and Plan Administrator (as applicable) expressly reserve all rights to prosecute any and all Causes of Action, other than Avoidance Actions, against any Entity, except as otherwise expressly provided herein.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan, including pursuant to Article XII herein, the DIP Orders, or a Bankruptcy Court order, the Reorganized Debtors or Plan Administrator (as applicable) expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. For the avoidance of doubt, in no instance will any Cause of Action preserved pursuant to this Article VIII.H. include any claim or Cause of Action with respect to, or against, a Released Party.

In accordance with Bankruptcy Code section 1123(b)(3), any Causes of Action preserved pursuant to the first paragraph of this Article VIII.H. that a Debtor may hold against any Entity shall vest in the Reorganized Debtors. The applicable Reorganized Debtor, through its authorized agents or representatives (including the Plan Administrator, if applicable), shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors and Plan Administrator (as applicable) shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action other than Avoidance Actions, or to decline to do any of the foregoing, without the consent or approval of any third party or any further notice to or action, order, or approval of the Bankruptcy Court.

I. Equitization Scenario

If the Equitization Scenario occurs, the following provisions shall govern.

1. Reorganized Debtor Equity

All Existing Equity Interests shall be cancelled as of the Effective Date and, subject to the Restructuring Transactions, the applicable Reorganized Debtor(s) shall issue and distribute, or otherwise transfer, the Reorganized Debtor Equity pursuant to the Plan. The issuance of the Reorganized Debtor Equity and any MIP Equity (to the extent applicable), shall be authorized without the need for any further corporate action and without any further action by the Debtors, Reorganized Debtors, Reorganized Sungard AS, or any of their equity holders as applicable. ~~In the Equitization Scenario, the~~The issuance and distribution, or other transfer, on the Effective Date of Reorganized Debtor Equity to the Distribution Agent for the benefit of Holders of Term Loan DIP Facility Claims and Holders of Allowed First Lien Credit Agreement Claims in Class 3~~, Class 4 and Class 5 (as applicable)~~ in accordance with the terms Article XI herein shall be authorized. All Reorganized Debtor Equity issued under the Plan shall be duly authorized, validly issued, fully paid, and non-assessable (as applicable).

2. Exemption from Registration Requirements

All Reorganized Debtor Equity and any other Securities issued to Holders of Term Loan DIP Facility Claims and First Lien Credit Agreement Claims, as applicable, on account of their Claims will be issued under the Plan without registration under the Securities Act or any similar federal, state, or local law in reliance on Bankruptcy Code section 1145(a) to the maximum extent permitted by Law. All Reorganized Debtor Equity and any other Securities issued to Holders of Term Loan DIP Facility Claims and First Lien Credit Agreement Claims, as applicable, under the Plan are not "restricted securities" as defined in Rule 144(a)(3) under the Securities Act and, in general, will be freely tradable under the Securities Act by the initial recipient. Notwithstanding the foregoing, any Securities, including the Reorganized Debtor Equity, issued under the Plan in reliance on section 1145(a) of the Bankruptcy Code, remain subject to: (x) compliance with any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such Securities or instruments; (y) the restrictions, if any, in the New

Organizational Documents on the transferability of such Securities and instruments; and (z) any other applicable regulatory approval.

Should the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the Reorganized Debtor Equity or any other Security issued under the Plan through the facilities of DTC, the Reorganized Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the Reorganized Debtor Equity or any other Security issued under the Plan under applicable securities laws.

Notwithstanding anything to the contrary in the Plan, no entity (including, for the avoidance of doubt, DTC) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the Reorganized Debtor Equity or any other Security issued under the Plan is exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. DTC shall be required to accept and conclusively rely upon the Plan or Confirmation Order in lieu of a legal opinion regarding whether the Reorganized Debtor Equity or any other Security issued under the Plan is exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

3. Notice to Canadian Holders of Term Loan DIP Facility Claims and First Lien Credit Agreement Claims

The Reorganized Debtor Equity or any other Security issued under the Plan will be issued in Canada pursuant to exemptions from the registration and prospectus requirements of applicable Canadian Securities Laws. Sungard AS is not, and does not intend to become, a "reporting issuer", as such term is defined under applicable Canadian securities laws, in any province or territory of Canada. Accordingly, ~~the~~ any such Securities may be subject to an indefinite hold period under applicable Canadian securities laws unless resales are made in accordance with applicable prospectus requirements or pursuant to an available exemption from such prospectus requirements. These exemptions vary depending on the relevant jurisdiction, and may require resales to be made in accordance with prospectus and registration requirements, statutory exemptions from the prospectus and registration requirements or under a discretionary exemption from the prospectus and registration requirements granted by the applicable Canadian securities regulatory authority.

Accordingly, potential recipients of the Reorganized Debtor Equity or any other Security issued under the Plan should consult their own counsel concerning their ability to freely trade such Securities prior to any resale of such Security within Canada.

4. Resales of Reorganized Debtor Equity and Other Securities; Definition of Underwriter

Any Securities, including the Reorganized Debtor Equity, issued under the Plan in reliance on section 1145(a) of the Bankruptcy Code, in general, may be resold without registration under the federal securities laws and state securities laws, unless the holder (a) is an "affiliate" of the Debtors as defined in Rule 144(a)(1) under the Securities Act, (b) has been an "affiliate" within ninety (90) days of such transfer, or (c) is an Entity that is an "underwriter" as defined in section 1145(b)(1) of the Bankruptcy Code.

Section 1145(b)(1) of the Bankruptcy Code defines an "underwriter" as one who, except with respect to "ordinary trading transactions" of an entity that is not an "issuer": (a) purchases a claim against, interest in, or claim for an administrative expense in the case concerning, the debtor, if such purchase is with a view to distribution of any security received or to be received in exchange for such claim or interest; (b) offers to sell securities offered or sold under a plan for the holders of such securities; (c) offers to buy securities offered or sold under a plan from the holders of such securities, if such offer to buy is (i) with a view to distribution of such securities and (ii) under an agreement made in connection with the plan, with the consummation of the plan, or with the offer or sale of securities under the plan; or (d) is an issuer of the securities within the meaning of section 2(a)(11) of the Securities Act. In addition, a Person who receives a fee in exchange for purchasing an issuer's securities could also be considered an underwriter within the meaning of section 2(a)(11) of the Securities Act.

The definition of an "issuer" for purposes of whether a person is an underwriter under section 1145(b)(1)(D) of the Bankruptcy Code, by reference to section 2(a)(11) of the Securities Act, includes as "statutory

underwriters" all "affiliates," which are all persons who, directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with, an issuer of securities. The reference to "issuer," as used in the definition of "underwriter" contained in section 2(a)(11) of the Securities Act, is intended to cover "Controlling Persons" of the issuer of the securities. "Control," as defined in Rule 405 of the Securities Act, means to possess, directly or indirectly, the power to direct or cause to direct management and policies of a Person, whether through owning voting securities, contract, or otherwise. Accordingly, an officer or director of a reorganized debtor or its successor may be deemed to be a "controlling person" of the debtor or successor under a plan, particularly if the management position or directorship is coupled with ownership of a significant percentage of the reorganized debtor's or its successor's voting securities.

Under certain circumstances, Holders of Reorganized Debtor Equity or any other Security offered, issued, and distributed pursuant to the Plan in reliance on section 1145 of the Bankruptcy Code who are deemed to be "underwriters" may be entitled to resell their Reorganized Debtor Equity or any other Security issued under the Plan pursuant to the limited safe harbor resale provisions of Rule 144 of the Securities Act or another exemption under the Securities Act.

Accordingly, the Debtors recommend that potential recipients of the Reorganized Debtor Equity or any other Security issued under the Plan consult their own counsel concerning their ability to freely trade such Securities in reliance on exemptions from the registration requirements of the federal securities laws and any applicable Blue Sky Laws. In addition, these Securities will not be registered under the United States Securities Exchange Act of 1934, as amended, or listed on any national securities exchange. The Debtors make no representation concerning the ability of a person to dispose of the Reorganized Debtor Equity or any other Security issued under the Plan.

5. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided herein, or in any agreement, instrument, or other document incorporated in the Plan (including with respect to the Restructuring Transactions ~~and~~, the Exit Facility Documents and the Sale Transaction Documents), on the Effective Date, pursuant to Bankruptcy Code sections 1141(b) and (c), ~~all property in each Debtor's Estate,~~the following shall vest in each Debtor that the Required Consenting Stakeholders determine shall be a Reorganized Debtor: (i) all property of such Debtor; (ii) all Causes of Action~~,~~ of such Debtor; and (iii) any property acquired by any ~~of the Debtors~~such Debtor under the Plan ~~shall vest~~, in each ~~respective Reorganized Debtor,~~case free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided herein, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and pursue, compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

6. New Organizational Documents

On the Effective Date, or as soon thereafter as is reasonably practicable, the Reorganized Debtors' respective certificates of incorporation and bylaws (and other formation and constituent documents relating to limited liability companies) shall be amended as may be required to be consistent with the provisions of the Plan and the Bankruptcy Code. The New Organizational Documents shall, among other things: (a) authorize the issuance of the Reorganized Debtor Equity; and (b) pursuant to and only to the extent required by Bankruptcy Code section 1123(a)(6), include a provision prohibiting the issuance of non-voting equity Securities. Subject to Article VIII.~~L~~I.7. below, each Reorganized Debtor may amend and restate its certificate of incorporation and other formation and constituent documents as permitted by the laws of its respective jurisdiction of formation and the terms of the New Organizational Documents and the Plan.

7. Indemnification Provisions in Organizational Documents

As of the Effective Date, each Reorganized Debtor's bylaws shall, to the fullest extent permitted by applicable law, provide for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to, current and former directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, agents of the Debtors, and such current and former directors', officers', and managers' respective Affiliates (each of the foregoing solely in

their capacity as such) at least to the same extent as set forth in the Indemnification Provisions, against any claims or causes of action whether direct or derivative, liquidated or unliquidated, fixed, or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted. None of the Reorganized Debtors shall amend and/or restate its certificate of incorporation, bylaws, or similar organizational document after the Effective Date to terminate or materially adversely affect (a) any Indemnification Provision or (b) the rights of such directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, agents of the Debtors, and such current and former directors', officers', and managers' respective Affiliates (each of the foregoing solely in their capacity as such) referred to in the immediately preceding sentence.

8. Effectuating Documents; Further Transactions

On and after the Effective Date, the Reorganized Debtors, and the officers and members of the boards of directors and managers thereof, shall be authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the Exit Facility Documents, as applicable, and the Securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, or consents except for those expressly required under the Plan.

9. Employee Arrangements of the Reorganized Debtors

On the Effective Date, and subject to the terms of any applicable Sale Transaction, the Reorganized Debtors shall: (a) assume those Compensation and Benefits Programs that are specifically identified, in writing, by the Required Consenting Stakeholders prior to the filing of the Plan Supplement; and (b) enter into new agreements with such persons on terms and conditions acceptable to the Reorganized Debtors; *provided* that any Compensation and Benefit Program that constitutes a D&O Liability Insurance Policy or an Indemnification Provision shall be assumed pursuant to clause (a) of this Article VIII.I.9. Notwithstanding the foregoing, pursuant to Bankruptcy Code section 1129(a)(13), from and after the Effective Date, all retiree benefits (as such term is defined in Bankruptcy Code section 1114), if any, shall continue to be paid in accordance with applicable law.

Any assumption of Compensation and Benefits Programs pursuant to the terms herein and any of the Restructuring Transactions (including ~~any~~the Sale ~~Transaction~~Transactions) taken by the Debtors or the Reorganized Debtors, as applicable, to effectuate the Plan shall not be deemed to trigger any applicable change of control, immediate vesting, termination, or similar provisions therein (unless a Compensation and Benefits Program counterparty timely objects to the assumption contemplated by the Plan in which case any such Compensation and Benefits Program shall be deemed rejected as of immediately prior to the Petition Date). No counterparty shall have rights under a Compensation and Benefits Program assumed pursuant to the Plan other than those applicable immediately prior to such assumption.

10. Management Incentive Plan

On or as soon as reasonably practicable after the Effective Date, the Reorganized Debtors shall adopt the Management Incentive Plan.

11. Corporate Existence

Except as otherwise provided herein or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement (including the Restructuring Transactions, the Sale Transactions, the New Organizational Documents, Take Back Facility Documents and the Exit Facility Documents, if and as applicable), on the Effective Date, each Debtor shall continue to exist after the Effective Date as a separate corporation, limited liability company, partnership, or other form of entity, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form of entity, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and by-laws (or other analogous formation documents) in effect before the Effective Date, except to the extent such certificate of incorporation or bylaws (or other analogous formation documents) is amended by the

Plan or otherwise, and to the extent any such document is amended, such document is deemed to be amended pursuant to the Plan and requires no further action or approval (other than any requisite filings required under applicable state or federal law).

J. Wind-Down and Wind-Down Debtors

If ~~the~~a Wind-Down occurs, the following provisions shall govern~~.~~:

~~**1. Wind-Down Debtors**~~

At least one Debtor shall continue in existence after the Effective Date as ~~the~~a Wind-Down Debtor for purposes of (1) winding down the Debtors' businesses and affairs as expeditiously as reasonably possible and liquidating any assets held by the Wind-Down Debtors after the Effective Date, (2) performing the Debtors' obligations under any Sale Transaction ~~Document~~Documents entered into in connection therewith (to the extent agreed by the Wind-Down Debtors), (3) resolving any Disputed Claims, (4) making distributions on account of Allowed Claims in accordance with the Plan, (5) filing appropriate tax returns, and (6) administering the Plan in an efficacious manner. The Wind-Down Debtors shall be deemed to be substituted as the party-in-lieu of the Debtors in all matters, including (x) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (y) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement for the Plan Administrator to file motions or substitutions of parties or counsel in each such matter.

On the Effective Date, any non-Cash Estate assets remaining shall vest in the Wind-Down Debtors for the purpose of liquidating the Estates and consummation of the Plan, on the condition that the Wind-Down Debtors comply with the terms of the Plan, including the making of all payments and distributions to creditors provided for in the Plan or any other order of the Bankruptcy Court. Such assets shall be held free and clear of all Liens, Claims, and interests of Holders of Claims and Interests, except as otherwise provided in the Plan. Any distributions to be made under the Plan from such assets shall be made by the Plan Administrator or its designee. The Wind-Down Debtors and the Plan Administrator shall be deemed to be fully bound by the terms of the Plan and the Confirmation Order.

Any contrary provision hereof notwithstanding, following the occurrence of the Effective Date and the making of distributions on the Effective Date pursuant hereto, (i) any Cash held by the Wind-Down Debtors in excess of the Wind-Down Amount and (ii) the proceeds of any non-Cash Estate assets vested in the Wind-Down Debtors, shall be payable first to Holders of Term Loan DIP Facility Claims and second to Holders of First Lien Credit Agreement Claims until such claims are indefeasibly paid in full. The Wind-Down Debtors and/or the Plan Administrator shall make such distributions in Cash in accordance with Article VII.B.

Notwithstanding anything to the contrary set forth herein, professional fees and expenses of Canadian professionals including counsel to the Foreign Representative, the Information Officer and its counsel, incurred in connection with the CCAA Proceeding, shall in all cases continue to be paid in accordance with the terms of the orders of the Canadian Court, and for greater certainty, in circumstances involving the sale or distribution of the assets of Sungard AS Canada or other Property in Canada (as defined in the Supplemental Order), such Canadian professional fees and expenses will also be required to be paid prior to or concurrently with the discharge of the Administration Charge.

~~2~~K. Plan Administrator

If the Debtors elect to pursue the Eagle Sale Scenario, the following provisions shall govern:

On and after the Effective Date, the Plan Administrator will be authorized to implement the Plan and any applicable orders of the Bankruptcy Court, and the Plan Administrator shall have the power and authority to take any action necessary to Wind-Down and dissolve the Wind-Down Debtors. As soon as practicable after the Effective Date, the Plan Administrator shall cause the Debtors to comply with, and abide by, the terms of the Plan and take any actions as the Plan Administrator may determine to be necessary or desirable to carry out the purposes of the

Plan. Except to the extent necessary to complete the Wind-Down of any remaining assets or operations from and after the Effective Date, the Debtors (1) for all purposes shall be deemed to have withdrawn their business operations from any state or province in which the Debtors were previously conducting, or are registered or licensed to conduct, their business operations, and shall not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal, (2) shall be deemed to have canceled pursuant to the Plan all Interests, and (3) shall not be liable in any manner to any taxing authority for franchise, business, license, or similar taxes accruing on or after the Effective Date. The filing of the final monthly report (for the month in which the Effective Date occurs) and all subsequent quarterly reports shall be the responsibility of the Plan Administrator.

The Plan Administrator shall act for the Wind-Down Debtors in the same fiduciary capacity as applicable to a board of directors and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same). On the Effective Date, the persons acting as directors and officers of the Debtors shall be deemed to have been resigned, solely in their capacities as such, and a representative of the Plan Administrator shall be appointed as the sole manager and sole officer of the Wind-Down Debtors and shall succeed to the powers of the Wind-Down Debtors' directors and officers. From and after the Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, the Wind-Down Debtors. For the avoidance of doubt, the foregoing shall not limit the authority of the Wind-Down Debtors or the Plan Administrator, as applicable, to continue the employment of any former manager or officer, including pursuant to any transition services agreement entered into in connection therewith.

~~a~~1. Appointment of the Plan Administrator

The Plan Administrator shall be appointed by the Debtors, with the consent of the Required Consenting Stakeholders ~~and the Committee~~. Once appointed, the identity of the Plan Administrator shall be disclosed in the Plan Supplement. The Plan Administrator shall retain and have all the rights, powers, and duties necessary to carry out his or her responsibilities under the Plan, and as otherwise provided in the Confirmation Order.

~~b~~2. Responsibilities of the Plan Administrator

In accordance with the Plan Administration Agreement, the powers and responsibilities of the Plan Administrator shall include any and all powers and authority to implement the Plan and to make distributions thereunder and Wind-Down the businesses and affairs of the Debtors and the Wind-Down Debtors, as applicable, including, but not limited to: (1) liquidating, receiving, holding, investing, supervising, and protecting the assets of the Wind-Down Debtors remaining after consummation of any Sale Transaction; (2) taking all steps to execute all instruments and documents necessary to effectuate the distributions to be made under the Plan; (3) resolving any Disputed Claims; (4) making distributions on account of Allowed Claims in accordance with the Plan; (5) establishing and maintaining bank accounts in the name of the Wind-Down Debtors; (6) subject to the terms set forth herein, employing, retaining, terminating, or replacing professionals to represent it with respect to its responsibilities or otherwise effectuating the Plan to the extent necessary; (7) paying all reasonable fees, expenses, debts, charges, and liabilities of the Wind-Down Debtors; (8) administering and paying taxes of the Wind-Down Debtors, including filing tax returns; (9) representing the interests of the Wind-Down Debtors before any taxing authority in all matters, including any action, suit, proceeding or audit; and (10) exercising such other powers as may be vested in it pursuant to order of the Bankruptcy Court or pursuant to the Plan, or as it reasonably deems to be necessary and proper to carry out the provisions of the Plan.

ARTICLE IX.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

On the Effective Date, except as otherwise provided in the Plan, the Plan Supplement, or a Final Order, each Executory Contract and Unexpired Lease shall be deemed~~, in the Equitization Scenario to be assumed and, in any non-Equitization Scenario,~~ to be rejected, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date, pursuant to Bankruptcy Code section 365, unless such Executory Contract or Unexpired Lease: (a) was previously assumed, assumed and assigned, or rejected (including in

connection with ~~any~~the Sale ~~Transaction~~Transactions); (b) was previously expired or terminated pursuant to its own terms; (c) is the subject of a motion to assume or assume and assign Filed on or before the Confirmation Date; ~~or~~ (d) in the Equitization Scenario, is a Customer Agreement, in which case such Customer Agreement shall be assumed by the Reorganized Debtors pursuant to the Plan to the extent such Customer Agreement was not previously assumed, assumed and assigned, or rejected (including in connection with the Sale Transactions), and does not relate solely to Customer Agreements that have only Bravo or CMS revenue; or (e) is designated specifically, or by category, as an Executory Contract or Unexpired Lease on the Schedule of ~~Rejected Executory Contracts and Unexpired Leases or the Schedule of~~ Assumed Executory Contracts and Unexpired Leases~~, as applicable~~. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates. The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumptions and assignments or rejections, all pursuant to Bankruptcy Code sections 365(a) and 1123 and effective on the occurrence of the Effective Date. For the avoidance of doubt, the Debtors may determine to assume or reject an Executory Contract or Unexpired Lease regardless of whether such contract was identified on any prior notice providing for assumption or assumption and assignment, including the Assumption and Assignment Notice (as defined below) filed pursuant to the Bidding Procedures Order.

Except as otherwise provided herein or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Notwithstanding anything to the contrary in the Plan, the Debtors~~,~~ or the Reorganized Debtors ~~or Plan Administrator~~, as applicable, reserve the right to alter, amend, modify, or supplement the Schedule of ~~Rejected Executory Contracts and Unexpired Leases or Schedule of~~ Assumed Executory Contracts and Unexpired Leases at any time through and including forty-five (45) days after the Effective Date. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

B. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

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

The Debtors shall file the Schedule of Assumed Contracts and Unexpired Leases as part of the Plan Supplement ~~to the extent~~identifying such contracts that the Debtors, with the consent of the Required Consenting

Stakeholders, determine ~~the such contracts~~ shall be assumed ~~or assumed and assigned~~by the Reorganized Debtors in connection with the Plan. The ~~Cure Claim with respect to any contract~~ Debtors or the Reorganized Debtors, as applicable, shall pay Cure Claims as set forth on the Schedule of Assumed Contracts and Unexpired Leases ~~shall be the Cure Claim as previously established pursuant to the Bidding Procedures Order and Assumption and Assignment Notice and counterparties shall not have an additional opportunity to object or otherwise contest the assumption, assignment, or Cure Claim. To the extent that Cure Claims have not been paid in accordance with any applicable Sale Transaction, the Debtors, Reorganized Debtors, or Plan Administrator, as applicable, shall pay Cure Claims~~, if any, on the Effective Date or as soon as reasonably practicable thereafter, with the amount and timing of payment of any such Cure dictated by the Debtors' ordinary course of business or as otherwise agreed. To the extent that a Cure Claim with respect to any contract set forth on the Schedule of Assumed Contracts and Unexpired Leases is the same as the Cure Claim as previously set forth on the Assumption and Assumption and Assignment Notice, counterparties shall not have an additional opportunity to object to such Cure Claim. Any Cure shall be deemed fully satisfied~~,~~ and released~~, and discharged~~ upon payment by the Debtors, Reorganized Debtors, Plan Administrator, or any other Entity (whether in connection with a Sale Transaction or pursuant to this Plan), as applicable, of the Cure in the Debtors' ordinary course of business; *provided*, *however*, that nothing herein shall prevent the Debtors, Reorganized Debtors or Plan Administrator, as applicable, from paying any Cure Claim despite the failure of the relevant counterparty to File such request for payment of such Cure. The Debtors, Reorganized Debtors, or Plan Administrator, as applicable, also may settle any Cure Claim without any further notice to or action, order, or approval of the Bankruptcy Court.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure pursuant to this Article IX.B. and the Bidding Procedures Order, in the amount and at the time dictated by the Debtors' ordinary course of business, shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order or ~~any~~the Sale ~~Transaction~~Transactions, and for which any Cure has been fully paid pursuant to the applicable Sale Transaction or this Article IX.B, in the amount and at the time dictated by the procedures governing the applicable Sale Transaction or the Debtors' ordinary course of business, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

C. Rejection Damages Claims

In the event that the rejection of an Executory Contract or Unexpired Lease results in damages to the other party or parties to such contract or lease, a Claim for such damages shall be forever barred and shall not be enforceable against the Debtors, the Reorganized Debtors or the Plan Administrator (as applicable) or their respective properties or interests in property as agents, successors, or assigns, unless a Proof of Claim is Filed and served upon counsel for the Debtors, Reorganized Debtors or Plan Administrator (as applicable) no later than thirty (30) days after the later of (a) the Effective Date, (b) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection of such executory contract or unexpired lease or (c) the date on which the Debtors, Reorganized Debtors or Plan Administrator, as applicable, provides notice to a counterparty of rejection of an Executory Contract and Unexpired Lease. Any such Claims, to the extent Allowed, shall be classified as General Unsecured Claims and shall be treated in accordance with Article VII herein.

D. Indemnification

In the event of ~~an~~the Equitization Scenario, on and as of the Effective Date, the Indemnification Provisions will be assumed and irrevocable and will survive the effectiveness of the Plan, and the New Organizational Documents will provide to the fullest extent provided by the law for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, agents of the Debtors, and such current and former directors', officers', and managers' respective Affiliates (each of the foregoing solely in their capacity as such) at

least to the same extent as the Indemnification Provisions, against any Claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, and, notwithstanding anything in the Plan to the contrary, none of the Reorganized Debtors will amend and/or restate the New Organizational Documents before or after the Effective Date to terminate or adversely affect any of the Indemnification Provisions.

E. Insurance Policies and Surety Bonds

Each D&O Liability Insurance Policy (including, without limitation, any "tail policy" and all agreements, documents, or instruments related thereto) shall be deemed assumed by the Debtors without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date, pursuant to Bankruptcy Code section 365.

None of the Debtors, the Reorganized Debtors or the Plan Administrator, as applicable, shall terminate or otherwise reduce the coverage under any D&O Liability Insurance Policy (including, without limitation, any "tail policy" and all agreements, documents, or instruments related thereto) in effect prior to the Effective Date, and any current and former directors, officers, managers, and employees of the Debtors who served in such capacity at any time before or after the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such directors, officers, managers, and employees remain in such positions after the Effective Date. Notwithstanding anything to the contrary in the Plan, the Debtors, the Reorganized Debtors and the Plan Administrator (as applicable) shall retain the ability to supplement such D&O Liability Insurance Policy as the Debtors, Reorganized Debtors or Plan Administrator may deem necessary.

Each of the Debtors' surety bonds and insurance policies, and any agreements, documents, or instruments relating thereto shall be treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan or pursuant to ~~any~~the Sale ~~Transaction~~Transactions, on the Effective Date: (a) the Debtors shall be deemed to have assumed all such surety bonds and insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims; and (b) such surety bonds and insurance policies and any agreements, documents, or instruments relating thereto shall revest in the applicable Reorganized Debtor(s).

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the assumption of all such insurance policies. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan shall not ~~discharge,~~ impair~~,~~ or otherwise modify any indemnity obligations assumed by the foregoing assumption of insurance policies and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed under the Plan as to which no Proof of Claim need be filed, and shall survive the Effective Date.

F. Contracts and Leases After the Petition Date

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed under Bankruptcy Code section 365, will be performed by the applicable Debtor, Reorganized Debtor, Plan Administrator~~, Third Party Purchaser or Consenting Stakeholder~~ or Purchaser in the ordinary course of its business. Such contracts and leases that are not rejected under the Plan shall survive and remain unaffected by entry of the Confirmation Order.

G. Reservation of Rights

Nothing contained in the Plan or the Plan Supplement shall constitute an admission by the Debtors or any other party that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtors, the Reorganized Debtors or Plan Administrator, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

H. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to Bankruptcy Code section 365(d)(4), unless such deadline(s) have expired.

ARTICLE X.
PROCEDURES FOR RESOLVING DISPUTED CLAIMS AND INTERESTS

This Article X shall not apply to DIP Facility Claims or First Lien Credit Agreement Claims, which Claims shall be Allowed in accordance with the Plan and not be subject to any avoidance, reductions, set off, offset, recharacterization, subordination (whether equitable, contractual or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, objection or any other challenges under any applicable law or regulation by any Person or Entity.

A. Disputed Claims Process

The Debtors, Reorganized Debtors or the Plan Administrator, as applicable, shall have the exclusive authority to (i) determine, without the need for notice to or action, order, or approval of the Bankruptcy Court, that a claim subject to any Proof of Claim that is Filed is Allowed and (ii) file, settle, compromise, withdraw, or litigate to judgment any objections to Claims as permitted under this Plan. Except as otherwise provided herein, all Proofs of Claim Filed after the earlier of: (a) the Effective Date or (b) the applicable claims bar date shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Debtor or Reorganized Debtor, without the need for any objection by the Debtors, Reorganized Debtors or the Plan Administrator, or any further notice to or action, order, or approval of the Bankruptcy Court.

B. Allowance of Claims

Except as otherwise set forth in the Plan, after the Effective Date, the Debtors, Reorganized Debtors and the Plan Administrator, as applicable, shall have and retain any and all rights and defenses the applicable Debtor had with respect to any Claim immediately before the Effective Date. Except as specifically provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed in accordance with the Plan.

C. Claims Administration Responsibilities

Except as otherwise specifically provided in the Plan, after the Effective Date, the Debtors, Reorganized Debtors and the Plan Administrator, as applicable, shall have the sole authority to: (1) File, withdraw, or litigate to judgment, objections to Claims; (2) settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided in the Plan, from and after the Effective Date, each Debtor or Reorganized Debtor, or the Plan Administrator, as applicable, shall have and retain any and all rights and defenses held by any of the Debtors immediately prior to the Effective Date with respect to any Disputed Claim, including the Causes of Action retained pursuant to the Plan Supplement.

D. Adjustment to Claims or Interests Without Objection

Any Claim or Interest that has been paid, satisfied, amended, superseded, cancelled, or otherwise expunged (including pursuant to the Plan) may be adjusted or expunged on the Claims Register at the direction of the Debtors, Reorganized Debtors or the Plan Administrator, as applicable, without the need to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court. Additionally, any Claim or Interest that is duplicative or redundant with another Claim or Interest against the same Debtor may be adjusted or expunged on the

Claims Register at the direction of the Debtors, Reorganized Debtors or the Plan Administrator, as applicable, without the need to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim and without any further notice to or action, order, or approval of the Bankruptcy Court.

E. Time to File Objections to Claims or Interests

Any objections to Disputed Claims shall be Filed on or before the later of (1) the first Business Day following the date that is 270 days after the Effective Date and (2) such later date as may be specifically fixed by the Bankruptcy Court. For the avoidance of doubt, the Bankruptcy Court may extend the time period to object to Disputed Claims and Disputed Interests.

F. Reservation of Rights to Object to Claims

The failure of the Debtors, the Reorganized Debtors or the Plan Administrator, as applicable, to object to any Claim shall not be construed as an admission to the validity or amount of any such Claim, any portion thereof, or any other claim related thereto, whether or not such claim is asserted in any currently pending or subsequently initiated proceeding, and shall be without prejudice to the right of the Debtors, the Reorganized Debtors or the Plan Administrator, as applicable, to contest, challenge the validity of, or otherwise defend against any such claim in the Bankruptcy Court or non-bankruptcy forum.

G. Estimation of Claims

Before, on, or after the Effective Date, the Debtors, Reorganized Debtors or the Plan Administrator, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim or Interest that is contingent or unliquidated pursuant to Bankruptcy Code section 502(c) for any reason, regardless of whether any party in interest previously has objected to such Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or Interest or during the pendency of any appeal relating to such objection. Notwithstanding any provision to the contrary in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan ~~(including for purposes of distributions and discharge)~~ and may be used as evidence in any supplemental proceedings, and the Debtors, Reorganized Debtors or the Plan Administrator, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim or Interest.

Notwithstanding Bankruptcy Code section 502(j), in no event shall any Holder of a Claim that has been estimated pursuant to Bankruptcy Code section 502(c) or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before seven (7) days after the date on which such Claim is estimated. Each of the foregoing Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

H. Disputed and Contingent Claims Reserve

On or after the Effective Date, the Debtors, the Reorganized Debtors or the Plan Administrator, as applicable, may establish one or more reserves for Claims that are contingent or have not yet been Allowed, in an amount or amounts as reasonably determined by the applicable Debtors or Reorganized Debtors, or Plan Administrator, as applicable, consistent with the Proof of Claim Filed by the applicable Holder of such Disputed Claim.

I. Disallowance of Claims

Any Claims held by Entities from which the Bankruptcy Court has determined that property is recoverable under Bankruptcy Code section 542, 543~~, 547, 548, 549, 550,~~ or 553 or that is a transferee of a transfer that the Bankruptcy Court has determined is avoidable under Bankruptcy Code section 522(f), 522(h)~~, 544, 545, 547, 548, 549,~~ or 724(a), shall be deemed Disallowed pursuant to Bankruptcy Code section 502(d), and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and the full amount of such obligation to the Debtors has been paid or turned over in full. All Proofs of Claim Filed on account of an indemnification obligations shall be deemed satisfied and Disallowed as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Bankruptcy Court. All Proofs of Claim Filed on account of an employee benefit shall be deemed satisfied and Disallowed as of the Effective Date to the extent the Reorganized Debtors elect to honor such employee benefit, without any further notice to or action, order, or approval of the Bankruptcy Court.

Except as provided herein or otherwise agreed to by the Debtors, Reorganized Debtors or Plan Administrator in their sole discretion, any and all Proofs of Claim Filed after the applicable bar date shall be deemed Disallowed as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Claim has been deemed timely Filed by a Final Order.

J. Amendments to Proofs of Claim or Interests

On or after the Effective Date, other than a claim subject to the Governmental Bar Date, a Proof of Claim or Interest may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Debtors, Reorganized Debtors, or the Plan Administrator, as applicable, and any such new or amended Proof of Claim or Interest Filed that is not so authorized before it is Filed shall be deemed Disallowed in full and expunged without any further action, order, or approval of the Bankruptcy Court absent prior Bankruptcy Court approval or agreement by the Debtors, Reorganized Debtors or Plan Administrator, as applicable.

K. No Distributions Pending Allowance

Notwithstanding any other provision hereof, if any portion of a Claim is a Disputed Claim, as applicable, no payment or distribution provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

L. Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Distribution Agent shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim.

For the avoidance of doubt, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

ARTICLE XI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. Distributions on Account of Claims Allowed as of the Effective Date

Except as otherwise provided herein, in a Final Order, or as otherwise agreed to by the Debtors, Reorganized Debtors or Plan Administrator, as the case may be, and the Holder of the applicable Claim, on the first Distribution Date, the Distribution Agent shall make initial distributions under the Plan on account of Claims Allowed on or before the Effective Date or as soon as reasonably practical thereafter; *provided*, *however*, that (1) Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business shall be paid or performed in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice, and (2) Allowed Priority Tax Claims shall be paid in accordance with Article VI. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors, Reorganized Debtors or the Plan Administrator, as applicable, and the Holder of such Claim or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business. A Distribution Date shall occur no more frequently than once in every 90-day period after the Effective Date, as necessary, in the Debtors, Reorganized Debtors or Plan Administrator's sole (as applicable) discretion. For the avoidance of doubt, the Distribution Record Date (defined below) shall not apply to distributions to holders of public Securities.

B. Rights and Powers of the Distribution Agent

1. Powers of Distribution Agent

The Distribution Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Distribution Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred On or After the Effective Date

The Debtors, Reorganized Debtors or the Plan Administrator, as applicable, shall pay to the Distribution Agents all reasonable and documented fees and expenses of the Distribution Agents without the need for any approvals, authorizations, actions, or consents, except as otherwise ordered by the Bankruptcy Court. The Distribution Agents shall submit detailed invoices to the Debtors, the Reorganized Debtors or the Plan Administrator, as applicable, for all fees and expenses for which the Distribution Agent seeks reimbursement, and the Debtors, Reorganized Debtors or the Plan Administrator, as applicable, shall pay those amounts that they deem reasonable, and shall object in writing to those fees and expenses, if any, that the Debtors, the Reorganized Debtors or the Plan Administrator, as applicable, deem to be unreasonable. In the event that the Debtors, the Reorganized Debtors or the Plan Administrator, as applicable, object to all or any portion of the amounts requested to be reimbursed in a Distribution Agent's invoice, the Debtors, Reorganized Debtors or Plan Administrator, as applicable, and such Distribution Agent shall endeavor, in good faith, to reach mutual agreement on the amount of the appropriate payment of such disputed fees and/or expenses. In the event that the Debtors, Reorganized Debtors or the Plan Administrator, as applicable, and the Distribution Agent are unable to resolve any differences regarding disputed fees or expenses, either party shall be authorized to move to have such dispute heard by the Bankruptcy Court.

C. Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed by the relevant parties: (a) no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order; and (b) any Entity

that holds both an Allowed Claim and a Disputed Claim shall not receive any distribution on the Allowed Claim unless and until all objections to the Disputed Claim or Interest have been resolved by settlement or Final Order or the Claims have been Allowed or expunged.

D. Delivery of Distributions

1. Record Date for Distributions

On the Effective Date, the various transfer registers for each class of Claims or Interests as maintained by the Debtors or their respective agents shall be deemed closed, and there shall be no further changes in the record Holders of any Claims or Interests (the "Distribution Record Date"). The Distribution Agent shall have no obligation to recognize any transfer of Claims or Interests occurring on or after the Distribution Record Date. In addition, with respect to payment of any Cure amounts or disputes over any Cure amounts, none of the Debtors, the Plan Administrator, or the Distribution Agent (as applicable) shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease as of the Effective Date, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure amount. For the avoidance of doubt, the Distribution Record Date shall not apply to distributions to holders of public Securities.

2. Distribution Process

Except as otherwise provided in the Plan, the Distribution Agent shall make distributions to Holders of Allowed Claims at the address for each such Holder as indicated on the applicable register or in the Debtors' records as of the date of any such distribution (as applicable), including the address set forth in any Proof of Claim filed by that Holder; *provided* that the manner of such distributions shall be determined at the discretion of the Debtors, Reorganized Debtors or Plan Administrator, as applicable. For the avoidance of doubt, the Distribution Record Date shall not apply to distributions to holders of public Securities.

3. Delivery of Distributions on First Lien Credit Agreement Claims

The ~~applicable~~First Lien Agent shall be deemed to be the Holder of all Allowed Claims in ~~Classes~~Class 3~~, 4, 5 and 7~~ for purposes of distributions to be made hereunder, and all distributions on account of such Allowed Claims shall be made to the ~~applicable~~First Lien Agent. As soon as practicable following compliance with the requirements set forth in Article XI herein, the ~~applicable~~First Lien Agent shall arrange to deliver or direct the delivery of such distributions to or on behalf of the Holders of Allowed First Lien Credit Agreement Claims in accordance with the terms of the ~~applicable~~First Lien Credit Agreement and the Plan. Notwithstanding anything in the Plan to the contrary, and without limiting the exculpation and release provisions of the Plan, the ~~Agents~~Agent shall not have any liability to any Entity with respect to distributions made or directed to be made by the ~~Agents~~Agent.

4. Delivery of Distributions on DIP Facility Claims

The applicable DIP Agent for the DIP Facilities shall be deemed to be the Holder of all DIP Facility Claims for purposes of distributions to be made hereunder, and all distributions on account of such DIP Facility Claims shall be made to the applicable Agent. As soon as practicable following compliance with the requirements set forth in Article XI herein, the applicable DIP Agent shall arrange to deliver or direct the delivery of such distributions to or on behalf of the Holders of DIP Facility Claims in accordance with the terms of the DIP Facilities, subject to any modifications to such distributions in accordance with the terms of the Plan. Notwithstanding anything in the Plan to the contrary, and without limiting the exculpation and release provisions of the Plan, the DIP Agents shall not have any liability to any Entity with respect to distributions made or directed to be made by the Agents.

5. Compliance Matters

In connection with the Plan, to the extent applicable, the Debtors, Reorganized Debtors and Plan Administrator, as applicable, and the Distribution Agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject

to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Debtors, Reorganized Debtors and Plan Administrator, as applicable, and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes and withholding distributions pending receipt of information necessary to facilitate such distributions; provided that, the Debtors, Reorganized Debtors or Plan Administrator, as applicable, and the Distribution Agent shall request appropriate documentation from the applicable distributees and allow such distributees a reasonable amount of time (not less than sixty (60) days) to respond. The Debtors, Reorganized Debtors and Plan Administrator, as applicable, reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances. Any amounts withheld or reallocated pursuant to this Article XI.D.5 shall be treated as if distributed to the Holder of the Allowed Claim.

6. Foreign Currency Exchange Rate

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal, National Edition*, on the Effective Date.

7. Fractional, Undeliverable, and Unclaimed Distributions

a. *Fractional Distributions*. Whenever any distribution of fractional shares of Reorganized Debtor Equity or the Take Back Debt Facility, in each case to the extent applicable, would otherwise be required pursuant to the Plan, the actual distribution shall reflect a rounding of such fraction to the nearest share or whole dollar (up or down), with half shares or half dollars or less being rounded down.

b. *Undeliverable Distributions*. If any distribution to a Holder of an Allowed Claim is returned to the Distribution Agent as undeliverable, no further distributions shall be made to such Holder unless and until the Distribution Agent is notified in writing of such Holder's then-current address or other necessary information for delivery, at which time all currently due missed distributions shall be made to such Holder on the next Distribution Date. Undeliverable distributions shall remain in the possession of the Debtors, the Reorganized Debtors or the Plan Administrator, as applicable, until such time as a distribution becomes deliverable, such distribution reverts to the Debtors, the Reorganized Debtors or the Plan Administrator, as applicable, or is cancelled pursuant to Article XI.D. 7.d below, and shall not be supplemented with any interest, dividends, or other accruals of any kind.

c. *Failure to Present Checks*. Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the issuance of such check. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued.

Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within one hundred and eighty (180) days after the date of mailing or other delivery of such check shall have its Claim for such un-negotiated check discharged and be discharged and forever barred, estopped, and enjoined from asserting any such Claim against the Debtors, the Reorganized Debtors or their property.

Within ninety (90) days after the mailing or other delivery of any such distribution checks, notwithstanding applicable escheatment laws, all such distributions

shall revert to the Debtors, the Reorganized Debtors or the Plan Administrator, as applicable. Nothing contained herein shall require the Debtors, the Reorganized Debtors or the Plan Administrator, as applicable, to attempt to locate any Holder of an Allowed Claim.

d. *Reversion*. Any distribution under the Plan that is an Unclaimed Distribution for a period of six months after distribution shall be deemed unclaimed property under Bankruptcy Code section 347(b), and such Unclaimed Distribution shall revest in the applicable Debtor or Reorganized Debtor and, to the extent such Unclaimed Distribution is Reorganized Debtor Equity, shall be deemed cancelled. Upon such revesting, the Claim of the Holder or its successors with respect to such property shall be cancelled, discharged, and forever barred notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws, or any provisions in any document governing the distribution that is an Unclaimed Distribution, to the contrary.

8. Surrender of Cancelled Instruments or Securities

On the Effective Date, each Holder of a Certificate shall be deemed to have surrendered such Certificate to the Distribution Agent or a Servicer (to the extent the relevant Claim is governed by an agreement and administered by a Servicer). Such Certificate shall be cancelled solely with respect to the Debtors, and such cancellation shall not alter the obligations or rights of any non-Debtor third parties vis-à-vis one another with respect to such Certificate. Notwithstanding the foregoing paragraph, this Article XI.D.8 shall not apply to any Claims and Interests Reinstated pursuant to the terms of the Plan.

9. Minimum Distributions

Notwithstanding anything herein to the contrary, the Distribution Agent shall not be required to make distributions or payments of less than $50 (whether Cash or otherwise).

E. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

A Claim shall be correspondingly reduced, and the applicable portion of such Claim shall be Disallowed without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives a payment on account of such Claim from a party that is not a Debtor, Reorganized Debtor, Plan Administrator or Distribution Agent. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor, Reorganized Debtor, Plan Administrator or a Distribution Agent on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the Debtors, the Reorganized Debtors or Plan Administrator, as applicable, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the Debtors or Reorganized Debtors, as applicable, annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen-day grace period specified above until the amount is repaid.

2. Claims Payable by Insurance Carriers

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Notwithstanding anything to the contrary herein (including Article XII) nothing contained in the Plan shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any other Entity may hold against any other Entity, including insurers, under any policies of insurance or applicable indemnity, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

F. Setoffs

Except as otherwise expressly provided for herein, each Debtor, Reorganized Debtor or the Plan Administrator, as applicable, pursuant to the Bankruptcy Code (including Bankruptcy Code section 553), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, may set off against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), any claims, rights, and Causes of Action of any nature that such Debtor, Reorganized Debtor or the Plan Administrator (on behalf of such Debtor or Reorganized Debtor), as applicable, may hold against the Holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); *provided*, however, that neither the failure to effect such a setoff nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Debtor, Reorganized Debtor or Plan Administrator as applicable, of any such Claims, rights, and Causes of Action that such Debtor, Reorganized Debtor or Plan Administrator (on behalf of such Debtor or Reorganized Debtor), as applicable, may possess against such Holder. In no event shall any Holder of a Claim be entitled to set off any such Claim against any Claim, right, or Cause of Action of the Debtor or Reorganized Debtor (as applicable), unless such Holder has indicated in any timely filed Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to Bankruptcy Code section 553 or otherwise. For the avoidance of doubt, Avoidance Actions shall not be used offensively or defensively for setoff purposes.

G. Allocation Between Principal and Accrued Interest

Except as otherwise provided herein, the aggregate consideration paid to Holders with respect to their Allowed Claims shall be treated pursuant to the Plan as allocated first to the principal amount of such Allowed Claims (to the extent thereof) and, thereafter, to interest, if any, on such Allowed Claim accrued through the Effective Date.

ARTICLE XII.
RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Discharge of Claims and Termination of Interests; Compromise and Settlement of Claims, Interests, and Controversies

Except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan and to the fullest extent allowed by applicable law: (a)

the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of any and all Claims (including any Intercompany Claims (in the Equitization Scenario) resolved or compromised (consistent with the Restructuring Transactions) after the Effective Date by the Debtors ~~or~~, Reorganized Debtors or Plan Administrator, as applicable), Interests (including any Intercompany Interests Reinstated or cancelled and released (consistent with the Restructuring Transactions) after the Effective Date by the Debtors ~~or~~, Reorganized Debtors, or Plan Administrator, as applicable), and Causes of Action against the Debtors of any nature whatsoever including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such liability relates to services performed by employees of the Debtors prior to the Effective Date and that arises from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, all debts of the kind specified in Bankruptcy Code sections 502(g), 502(h), or 502(i), any interest accrued on Claims or Interests from and after the Petition Date, and all other liabilities against, liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties; (b) the Plan shall bind all holders of Claims and Interests; (c) all Claims and Interests shall be satisfied, discharged (in the Equitization Scenario), and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under Bankruptcy Code section 502(g); and (d) all Entities shall be precluded from asserting against the Debtors, the Debtors' Estates, the Reorganized Debtors (to the extent applicable), their successors and assigns, and their assets and properties any other Claims or Interests based upon any documents, instruments, or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, in each case regardless of whether or not: (i) a Proof of Claim based upon such debt or right is filed or deemed filed pursuant to Bankruptcy Code section 501; (ii) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to Bankruptcy Code section 502; (iii) the Holder of such a Claim or Interest has accepted, rejected or failed to vote to accept or reject the Plan; or (iv) any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests. The Confirmation Order shall be a judicial determination of the discharge (in the Equitization Scenario) of all Claims and Interests subject to the occurrence of the Effective Date.

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Debtors ~~or~~, Reorganized Debtors or the Plan Administrator, as applicable, may compromise and settle Claims against the Debtors and their Estates and Causes of Action against other Entities.

B. Releases by the Debtors

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, PURSUANT TO BANKRUPTCY CODE SECTION 1123(B) AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION, ON AND AFTER THE EFFECTIVE DATE, EACH RELEASED PARTY IS DEEMED RELEASED AND DISCHARGED BY THE DEBTORS, THEIR ESTATES, AND THE REORGANIZED DEBTORS FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS OR THEIR ESTATES, THAT THE DEBTORS, THEIR ESTATES OR THE REORGANIZED DEBTORS (TO THE EXTENT APPLICABLE) WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM AGAINST, OR INTEREST IN, A DEBTOR OR OTHER ENTITY, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS (INCLUDING THE MANAGEMENT, OWNERSHIP, OR OPERATION

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

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

C. Releases by Holders of Claims and Interests

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, AS OF THE EFFECTIVE DATE, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EACH RELEASING PARTY IS DEEMED TO HAVE RELEASED AND DISCHARGED EACH DEBTOR, REORGANIZED DEBTOR, AS APPLICABLE, AND RELEASED PARTY FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS OR THEIR ESTATES, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS (INCLUDING THE

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

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

D. Exculpation

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, NO EXCULPATED PARTY SHALL HAVE OR INCUR LIABILITY FOR, AND EACH EXCULPATED PARTY IS RELEASED AND EXCULPATED FROM, ANY CAUSE OF ACTION FOR ANY CLAIM RELATED TO ANY ACT OR OMISSION IN CONNECTION WITH, RELATING TO, OR ARISING OUT OF, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FORMULATION, PREPARATION,

DISSEMINATION, NEGOTIATION, OR FILING OF THE RESTRUCTURING SUPPORT AGREEMENT AND RELATED PREPETITION TRANSACTIONS, THE DIP FACILITIES, THE SALE PROCESSES, THE DISCLOSURE STATEMENT, THE PLAN, THE PLAN SUPPLEMENT, OR ANY RESTRUCTURING TRANSACTION, CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE DIP FACILITIES, THE DISCLOSURE STATEMENT, THE PLAN, THE PLAN SUPPLEMENT, THE UK FUNDING AGREEMENT, THE PNC WAIVER, THE SALE TRANSACTION DOCUMENTS, THE CHAPTER 11 CASES, THE CCAA PROCEEDING, THE FILING OF THE CHAPTER 11 CASES, THE FILING OF THE CCAA PROCEEDING, THE DIP DOCUMENTS, THE DIP FINANCING ORDERS, THE GLOBAL SETTLEMENT, SOLICITATION OF VOTES ON THE PLAN, THE PREPETITION NEGOTIATION AND SETTLEMENT OF CLAIMS, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF ANY DEBT AND/OR SECURITIES (INCLUDING THE REORGANIZED DEBTOR EQUITY AND THE TAKE BACK DEBT FACILITY) PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE, EXCEPT FOR CLAIMS RELATED TO ANY ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER BY A COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE, BUT IN ALL RESPECTS SUCH ENTITIES SHALL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES PURSUANT TO THE PLAN.

THE EXCULPATED PARTIES HAVE, AND UPON CONFIRMATION OF THE PLAN SHALL BE DEEMED TO HAVE, PARTICIPATED IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE LAWS WITH REGARD TO THE SOLICITATION OF VOTES ON, AND DISTRIBUTION OF CONSIDERATION PURSUANT TO, THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS SHALL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE EXCULPATION SET FORTH ABOVE DOES NOT RELEASE OR EXCULPATE ANY CLAIM RELATING TO ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN.

E. Injunction

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (A) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (B) HAVE BEEN RELEASED PURSUANT TO ARTICLE XII.B. OF THIS PLAN; (C) HAVE BEEN RELEASED PURSUANT TO ARTICLE XII.C. OF THIS PLAN; (D) ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE XII.D. OF THIS PLAN; OR (E) ARE OTHERWISE DISCHARGED, SATISFIED, STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST, AS APPLICABLE, THE DEBTORS, THE REORGANIZED DEBTORS, THE RELEASED PARTIES, OR THE EXCULPATED PARTIES: (1) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (2) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (3) CREATING, PERFECTING, OR ENFORCING ANY

ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR ESTATES OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (4) ASSERTING ANY RIGHT OF SETOFF, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE FROM SUCH ENTITIES OR AGAINST THE PROPERTY OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF RIGHT IN A DOCUMENT FILED WITH THE BANKRUPTCY COURT EXPLICITLY PRESERVING SUCH SETOFF, AND NOTWITHSTANDING AN INDICATION OF A CLAIM OR INTEREST OR OTHERWISE THAT SUCH ENTITY ASSERTS, HAS, OR INTENDS TO PRESERVE ANY RIGHT OF SETOFF PURSUANT TO APPLICABLE LAW OR OTHERWISE; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS DISCHARGED, RELEASED, EXCULPATED, OR SETTLED PURSUANT TO THE PLAN.

F. Protection Against Discriminatory Treatment

In the event the Equitization Scenario is pursued, in accordance with Bankruptcy Code section 525, and consistent with paragraph 2 of Article VI of the United States Constitution, no Governmental Unit shall discriminate against any Reorganized Debtor, or any Entity with which a Reorganized Debtor has been or is associated, solely because such Reorganized Debtor was a debtor under chapter 11, may have been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before such Debtor was granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

G. Release of Liens

Except as otherwise specifically provided in the Plan, the Exit Facility Documents, to the extent applicable (including in connection with any express written amendment of any mortgage, deed of trust, Lien, pledge, or other security interest under the Exit Facility Documents), the Take Back Debt Documents, to the extent applicable (including in connection with any express written amendment of any mortgage, deed of trust, Lien, pledge, or other security interest under the Take Back Debt Documents) or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Debtors or Reorganized Debtors, as applicable, and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or Filing being required to be made by the Debtors, the Agents or any other Holder of a Secured Claim. In addition, at the sole expense of the Debtors or the Reorganized Debtors, the applicable Agents shall execute and deliver all documents reasonably requested by the Debtors, Reorganized Debtors or administrative agent(s) for the Exit Facility to evidence the release of such mortgages, deeds of trust, Liens, pledges, and other security interests and shall authorize the Debtors or Reorganized Debtors and their designees to file UCC-3 termination statements and other release documentation (to the extent applicable) with respect thereto.

To the extent that any Holder of a Secured Claim that has been satisfied or discharged in full pursuant to the Plan, or any agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps requested by the Debtors, the Reorganized Debtors or Purchaser, as applicable, that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors or Purchaser, as applicable, shall be entitled to make any such filings or recordings on such Holder's behalf.

H. Reimbursement or Contribution

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to Bankruptcy Code section 502(e)(1)(B), then to the extent that such Claim is contingent as of the Effective Date, such Claim shall be forever Disallowed notwithstanding Bankruptcy Code section 502(j), unless prior to the Effective Date (a) such Claim has been adjudicated as noncontingent, or (b) the relevant Holder of a Claim has filed a noncontingent Proof of Claim on account of such Claim and a Final Order has been entered determining such Claim as no longer contingent.

ARTICLE XIII.
CONFIRMATION OF THE PLAN

~~The Debtors are providing copies of this Plan and Disclosure Statement and Ballots to all known Holders of Impaired Claims who are entitled to vote on the Plan.~~ The following is a brief summary of the Confirmation process. Holders of Claims and Interests are encouraged to review the relevant provisions of the Bankruptcy Code and to consult with their own advisors.

A. Voting Procedures and Acceptance

The Debtors are providing copies of this Plan and Disclosure Statement and Ballots to all known Holders of Impaired Claims who are entitled to vote on the Plan. The procedures for voting on the Plan were approved the Bankruptcy Court by Order entered on [____], 2022. [Docket No. [__]]. **Ballots must be returned to the Claims and Noticing Agent in accordance with the procedures set forth on the Ballots so as to be received no later than ~~August 3~~September 26, 2022 at 4:00 P.M. (prevailing Central Time).**

The Bankruptcy Code requires, as a condition to confirmation, that, except as described in the following section, each class of claims or interests that is impaired under a chapter 11 plan accept the plan. A class that is not "impaired" under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such class is not required. A class is "impaired" unless the plan: (a) leaves unaltered the legal, equitable and contractual rights to which the claim or the equity interest entitles the holder of such claim or equity interest; or (b) cures any default, reinstates the original terms of such obligation, compensates the holder for certain damages or losses, as applicable, and does not otherwise alter the legal, equitable or contractual rights to which such claim or equity interest entitles the holder of such claim or equity interest, each as more specifically set forth in Bankruptcy code section 1124.

Bankruptcy Code section 1126(c) defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds in dollar amount and more than one-half in number of allowed claims in that class, counting only those claims that actually voted to accept or to reject the plan. Thus, a class of claims will have voted to accept the plan only if two-thirds in amount and a majority in number actually voting cast their ballots in favor of acceptance.

Claims in Classes 1 and 2 are not Impaired under the Plan, and, as a result, the Holders of such Claims are deemed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f) and their votes will not be solicited.

Claims in ~~Classes~~Class 3~~, 4, 5, 6 and 7~~ are Impaired under the Plan and are entitled to vote. Such ~~Classes~~Class (with respect to each applicable Debtor) will have accepted the Plan if the Plan is accepted by at least two-thirds in amount and a majority in number of the Claims in such ~~Classes~~Class (other than any Claims of creditors designated under section Bankruptcy Code section 1126(e)) that have voted to accept or reject the Plan.

Claims in Class ~~8~~ 4, 5, 6 and 7 and the Interests in Class ~~11~~10 are Impaired and will not receive a recovery under the Plan. Pursuant to Bankruptcy Code section 1126(g) of the Bankruptcy Code, the Holders of Claims and Interests in such Classes are deemed to reject the Plan and their votes will not be solicited.

Claims in Class ~~9~~8 and the Interests in Class ~~10~~9 are either Unimpaired and conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f), or Impaired and conclusively presumed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Claims and Interests in such Classes are not entitled to vote to accept or reject the Plan and their votes will not be solicited.

B. The Confirmation Hearing

Under Bankruptcy Code section 1128(a), the Bankruptcy Court, after notice, may schedule the Confirmation Hearing in respect of the Plan. **The Confirmation Hearing for this Plan is scheduled for October 3, 2022 at 2:00 p.m. (prevailing Central Time).** The Confirmation Hearing may be continued from time to time without further notice other than an adjournment announced in open court or a notice of adjournment filed with the Bankruptcy Court and served in accordance with the Bankruptcy Rules, without further notice to parties in interest. The Bankruptcy Court, in its discretion and prior to the Confirmation Hearing, may put in place additional procedures governing the Confirmation Hearing. Subject to Bankruptcy Code section 1127 and the Restructuring Support Agreement, the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing, without further notice to parties in interest.

Additionally, Bankruptcy Code section 1128(b) provides that a party in interest may object to Confirmation. ~~The Debtors, in the same motion requesting a date for the Confirmation Hearing, will request that the Bankruptcy Court set a date and time for parties in interest to file objections to Confirmation of the Plan. An objection~~**Objections to Confirmation of the Plan must be made in writing and must be filed with the Bankruptcy Court and served on counsel for the Debtors** ~~and certain other parties in interest in accordance with the applicable order of the Bankruptcy Court so that it is actually received~~ **on or before** ~~the deadline to file such objections as set forth therein.~~**4:00 p.m. (prevailing Central Time), on September 26, 2022.**

C. Confirmation Standard

Among the requirements for Confirmation are that the Plan (a) is accepted by all Impaired Classes of Claims and Interests or, if rejected by an Impaired Class, that the Plan "does not discriminate unfairly" and is "fair and equitable" as to such Class; (b) is feasible; and (c) is in the "best interests" of Holders of Claims and Interests that are Impaired under the Plan.

The following requirements must be satisfied pursuant to Bankruptcy Code section 1129(a) before a bankruptcy court may confirm a plan. The Debtors believe that the Plan fully complies with all the applicable requirements of Bankruptcy Code section 1129 set forth below, other than those pertaining to voting, which has not yet taken place.

- The Plan complies with the applicable provisions of the Bankruptcy Code.
- The Debtors have complied with the applicable provisions of the Bankruptcy Code.
- The Plan has been proposed in good faith and not by any means forbidden by law.
- Any payment made or to be made by the Debtors or by a Person issuing Securities or acquiring property under the Plan, for services or for costs and expenses in or in connection with the Chapter 11 Cases, in connection with the Plan and incident to the Chapter 11 Cases is subject to the approval of the Bankruptcy Court as reasonable.
- The Debtors have disclosed or will disclose, to the extent applicable, the identity and affiliations of any individual proposed to serve, after Confirmation, as a director or officer of the Reorganized Debtors, any Affiliate of the Debtors reorganized under the Plan, or any successor to the Debtors under the Plan. The appointment to, or continuance in, such office of such individual is consistent with the interests of creditors and equity security Holders and with public policy.

- The Debtors have disclosed or will disclose, to the extent applicable, the identity of any insider that will be employed or retained by the Reorganized Debtors and the nature of any compensation for such insider.

- With respect to each Holder within an Impaired Class of Claims or Interests, as applicable, each such Holder (a) has accepted the Plan or (b) will receive or retain under the Plan on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount that such Holder would so receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

- With respect to each Class of Claims or Interests, such Class has either (i) accepted the Plan, (ii) is Unimpaired under the Plan, or (iii) has rejected the Plan. The Plan meets the requirements of the Bankruptcy Code as to any such rejecting Class because (a) the Plan otherwise satisfies the requirements for Confirmation, (b) at least one Impaired Class of Claims has accepted the Plan without taking into consideration the votes of any insiders in such Class and (c) the Plan is "fair and equitable" and does not "discriminate unfairly" as to any rejecting Class.

- The Plan provides for treatment of Claims, as applicable, in accordance with the provisions of Bankruptcy Code section 507(a).

- Confirmation is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Reorganized Debtors, or any successor to the Debtors under the Plan, unless such liquidation or reorganization is proposed in the Plan.

- All fees payable under 28 U.S.C. § 1930 have been paid or the Plan provides for the payment of all such fees on the Effective Date.

D. Best Interests Test

As described above, Bankruptcy Code section 1129(a)(7) requires that each Holder of an Impaired Claim or Interest either (a) accept the Plan or (b) receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the value such Holder would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. The Debtors believe that the value of any distributions if the Chapter 11 Cases were converted to cases under chapter 7 of the Bankruptcy Code would be no greater than the value of distributions under the Plan. As a result, the Debtors believe Holders of Claims and Interests in all Impaired Classes will recover at least as much as a result of Confirmation of the Plan as they would recover through a hypothetical chapter 7 liquidation.

~~Attached hereto as Exhibit C and incorporated herein by reference is~~The Plan Supplement will include a liquidation analysis (the "Liquidation Analysis") prepared by the Debtors with the assistance of the Debtors' advisors~~. As reflected in the Liquidation Analysis, the~~, which will be filed with the Bankruptcy Court no later than seven (7) days before the Voting Deadline. The Debtors believe that the liquidation of the Debtors' businesses under chapter 7 of the Bankruptcy Code would result in substantial diminution in the value to be realized by Holders of Claims and Interests as compared to distributions contemplated under the Plan. Consequently, the Debtors believe that Confirmation of the Plan will provide Holders of Claims and Interests no less than such Holders would receive in a liquidation under chapter 7 of the Bankruptcy Code.~~]~~

E. Feasibility

~~[~~Bankruptcy Code section 1129(a)(11) requires that the Bankruptcy Court find that Confirmation is not likely to be followed by the liquidation of the Reorganized Debtors or the need for further financial reorganization, unless the Plan contemplates such liquidation or reorganization. ~~For purposes of determining whether the Plan meets this requirement~~In the Equitization Scenario, the Debtors~~ have analyzed~~' analysis of their ability to meet their obligations under the Plan~~. As part of this analysis, the Debtors have prepared~~, includes, but is not limited to, certain financial projections ~~attached hereto as Exhibit D~~ to be filed with the Bankruptcy Court as part of the Plan Supplement no later than seven (7) days before the Voting Deadline and incorporated herein by reference (the

"Financial Projections"). ~~Based on their analysis, the~~The Debtors believe that sufficient funds will exist to make all payments required by the Plan. Accordingly, the Debtors believe that the Plan satisfies the feasibility requirement of Bankruptcy Code section 1129(a)(11).~~]~~

F. Confirmation Without Acceptance by All Impaired Classes

The Bankruptcy Code permits confirmation of a plan even if it is not accepted by all impaired classes, as long as (a) the plan otherwise satisfies the requirements for confirmation, (b) at least one impaired class of claims has accepted the plan without taking into consideration the votes of any insiders in such class and (c) the plan is "fair and equitable" and does not "discriminate unfairly" as to any impaired class that has not accepted the plan. These so-called "cramdown" provisions are set forth in Bankruptcy Code section 1129(b).

1. No Unfair Discrimination

The no "unfair discrimination" test applies to Classes of Claims or Interests that are of equal priority and are receiving different treatment under the Plan. The test does not require that the treatment be the same or equivalent, but that such treatment be "fair." The Debtors do not believe the Plan discriminates unfairly against any Impaired Class of Claims or Interests. The Debtors believe the Plan and the treatment of all Classes of Claims and Interests under the Plan satisfy the foregoing requirements for nonconsensual confirmation.

2. Fair and Equitable Test

This test applies to classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no class of claims or interests receive more than 100 percent of the amount of the allowed claims or interests in such class. As to a dissenting class, the test sets forth different standards depending on the type of claims or interests in such class. In order to demonstrate that a plan is fair and equitable with respect to a dissenting class, the plan proponent must demonstrate the following:

- Secured Creditors: Each holder of a secured claim (a) retains its liens on the property, to the extent of the allowed amount of its secured claim, and receives deferred cash payments having a value, as of the effective date of the chapter 11 plan, of at least the allowed amount of such claim, (b) has the right to credit bid the amount of its claim if its property is sold and retains its liens on the proceeds of the sale (or if sold, on the proceeds thereof), or (c) receives the "indubitable equivalent" of its allowed secured claim.

- Unsecured Creditors: Either (a) each holder of an impaired unsecured claim receives or retains under the chapter 11 plan property of a value equal to the amount of its allowed claim or (b) the holders of claims and interests that are junior to the claims of the non-accepting class will not receive any property under the chapter 11 plan.

- Holders of Interests: Either (a) each holder of an impaired interest will receive or retain under the chapter 11 plan property of a value equal to the greatest of the fixed liquidation preference to which such holder is entitled, the fixed redemption price to which such holder is entitled, or the value of the interest or (b) the holders of interests that are junior to the non-accepting class will not receive or retain any property under the chapter 11 plan.

The Debtors believe that the Plan and treatment of all Classes of Claims and Interests therein satisfies the "fair and equitable" requirement, notwithstanding the fact that certain Classes are deemed to reject the Plan.

~~**G. Alternatives to Confirmation and Consummation of the Plan**~~

~~If the Plan cannot be confirmed, the Debtors may seek to (a) prepare and present to the Bankruptcy Court an alternative chapter 11 plan for confirmation, (b) effect a merger or sale transaction, including, potentially, a sale of all or substantially all of the Debtors' assets pursuant to Bankruptcy Code section 363, or (c) liquidate their assets and businesses under chapter 7 of the Bankruptcy Code. If the Debtors were to pursue a liquidation of their assets~~

~~and businesses in chapter 7, the Debtors would convert the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, and a trustee would be appointed to liquidate the assets of the Debtors for distribution in accordance with the priorities established by the Bankruptcy Code.~~

ARTICLE XIV.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification of Plan

Effective as of the date hereof: (a) the Debtors reserve the right (subject to the terms of the Restructuring Support Agreement and the consents required therein, including the RSA Definitive Document Requirements) in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan before the entry of the Confirmation Order consistent with the terms set forth herein; and (b) after the entry of the Confirmation Order, the Debtors (subject to the terms of the Restructuring Support Agreement and the consents required therein, including the RSA Definitive Document Requirements) or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with Bankruptcy Code section 1127(b), remedy any defect or omission, or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan consistent with the terms set forth herein, but in all instances consistent with the Global Settlement upon notice to the Committee.

B. Effect of Confirmation on Modifications

Entry of the Confirmation Order shall constitute approval of all modifications to the Plan occurring after the solicitation of votes thereon pursuant to Bankruptcy Code section 1127(a) and a finding that such modifications to the Plan do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan

The Debtors reserve the right to revoke or withdraw the Plan with respect to any or all Debtors before the Confirmation Date and to file subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if Confirmation or the Effective Date does not occur, then: (a) the Plan will be null and void in all respects; (b) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effectuated by the Plan, and any document or agreement executed pursuant hereto will be null and void in all respects; and (c) nothing contained in the Plan shall (1) constitute a waiver or release of any Claims, Interests, or Causes of Action by any Entity, (2) prejudice in any manner the rights of any Debtor or any other Entity, or (3) constitute an admission, acknowledgement, offer, or undertaking of any sort by any Debtor or any other Entity.

ARTICLE XV.
CONDITIONS TO CONFIRMATION AND EFFECTIVE DATE

A. Conditions Precedent to the Effective Date

It shall be a condition to the Effective Date that the following conditions shall have been satisfied or waived:

1. **The Bankruptcy Court shall have approved the Disclosure Statement as containing adequate information with respect to the Plan within the meaning of Bankruptcy Code section 1125.**

2. **The Bankruptcy Court shall have entered the Confirmation Order, which shall (a) have become a Final Order that has not been stayed or modified or vacated and (b) satisfy the RSA Definitive Document Requirements (including that the Confirmation Order shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting Stakeholders and the Committee)~~,~~ and shall:**

   a. authorize the Debtors and the Reorganized Debtors, as applicable, to take all actions necessary to enter into, implement, and consummate the contracts, instruments, releases, leases, and other agreements or documents created in connection with the Plan;

   b. decree that the provisions of the Confirmation Order and the Plan are nonseverable and mutually dependent;

   c. authorize the Debtors, as applicable or necessary, to: (a) implement the Restructuring Transactions; (b) distribute the Reorganized Debtor Equity pursuant to the exemption from registration under the Securities Act provided by Bankruptcy Code section 1145 or, with the consent of the Required Consenting Stakeholders, other exemption from such registration or pursuant to one or more registration statements; (c) make all distributions and issuances as required under the Plan, including, to the extent applicable, ~~cash~~Cash, the Take Back Debt Facility and the Reorganized Debtor Equity; and (d) enter into any agreements (including the agreements governing the Take Back Debt Facility and/or the Exit Facility, if any), transactions, and sales of property as set forth in the Plan Supplement;

   d. authorize the implementation of the Plan in accordance with its terms; and

   e. provide that, pursuant to Bankruptcy Code section 1146, the assignment or surrender of any lease or sublease, and the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with the Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under the Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

3. **The Canadian Court shall have entered an order in form and substance reasonably acceptable to the Debtors and the Required Consenting Stakeholders recognizing the Confirmation Order and giving such order full force and effect in Canada and such order shall have become a Final Order.**

4. **All governmental and material third party approvals and consents, including Bankruptcy Court approval, that are necessary to implement the Restructuring Transactions shall have been obtained, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions.**

5. **The DIP Orders shall not have been stayed or modified or vacated.**

6. **The Debtors shall not be in default under the DIP Facilities or the DIP Orders (or, to the extent that the Debtors are in default on the proposed Effective Date, such default shall have been waived by the DIP Lenders or cured by the Debtors in a manner consistent with the DIP Facilities and the DIP Orders).**

7. **The final version of the Plan Supplement and all of the schedules, documents, and exhibits contained therein, and all other schedules, documents, supplements and exhibits to the Plan shall be consistent with the Restructuring Support Agreement and the Definitive Documents shall have satisfied the RSA Definitive Document Requirements.**

8. **Under the Equitization Scenario, all conditions precedent to the issuance of the Reorganized Debtor Equity shall have been satisfied contemporaneously or duly waived.**

9. **Under the Equitization Scenario, to the extent required under applicable non-bankruptcy law, the New Organizational Documents shall have been duly filed with the applicable authorities in the relevant jurisdictions.**

10. **The Restructuring Support Agreement shall not have terminated as to all parties thereto and shall remain in full force and effect and the Debtors and the applicable Restructuring Support Parties then party thereto shall be in compliance therewith.**

11. **All professional fees and expenses of Retained Professionals approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date have been placed in a Professional Fee Escrow Account pending approval by the Bankruptcy Court.**

12. **The Debtors shall have implemented the Restructuring Transactions, and all transactions contemplated by the Restructuring Support Agreement, in a manner consistent in all respects with the Restructuring Support Agreement and the Plan.**

13. **With respect to all actions, documents and agreements necessary to implement the Plan: (a) all conditions precedent to such documents and agreements (other than any conditions precedent related to the occurrence of the Effective Date) shall have been satisfied or waived pursuant to the terms of such documents or agreements; (b) such documents and agreements shall have been tendered for delivery to the required parties and been approved by any required parties and, to the extent required, filed with and approved by any applicable Governmental Units in accordance with applicable laws; and (c) such documents and agreements shall have been effected or executed.**

14. **To the extent that Sungard AS Canada issues distributions pursuant to the Plan, Sungard AS Canada shall have received documentation in form and content satisfactory to the Debtors from the applicable governmental entity or agency, authorizing Sungard AS Canada to make the distributions, disbursements, or payments without any liability to the Debtors, the Information Officer, or each of their respective directors, officers, employees, advisors or agents in respect of the Income Tax Act, Excise Tax Act, or any other applicable legislation pertaining to taxes.**

~~14~~15. All material authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan and the transactions contemplated herein shall have been obtained.

~~15.~~ ~~Under the Sale Scenario, the~~16. The Bankruptcy Court shall have entered a Final Order approving ~~any applicable~~each Sale Transaction, and to the extent applicable, the Canadian Court shall have entered a Final Order recognizing and giving full force and effect to such order in Canada.

~~16~~17. ~~Under the~~The Sale ~~Scenario, any applicable Sale Transaction~~Transactions shall have closed and~~, to the extent applicable,~~ the Debtors shall have received the ~~Third Party~~ Sale ~~Consideration~~Proceeds.

B. Waiver of Conditions Precedent

The Debtors (with the prior consent of the Required Consenting Stakeholders), may waive any of the conditions to the Effective Date set forth in Article XV at any time so long as such waiver does not adversely affect the Committee's rights under the Global Settlement, without any notice to any other parties in interest and without any further notice to or action, order, or approval of the Bankruptcy Court, and without any formal action other than a proceeding to confirm the Plan or consummate the Plan. The failure of the Debtors to exercise any of the foregoing rights shall not be deemed a waiver of such rights or any other rights, and each such right shall be deemed an ongoing right, which may be asserted at any time (subject to the prior consent of the Required Consenting Stakeholders).

C. Effect of Non-Occurrence of Conditions to Consummation

If the Confirmation Order is vacated pursuant to a Final Order, then (except as provided in any such Final Order): (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (c) nothing contained in the Plan, the Confirmation Order, the Disclosure Statement or the Restructuring Support Agreement shall: (i) constitute a waiver or release of any Claims, Interests, or Causes of Action; (ii) prejudice in any manner the rights of the Debtors or any other Entity; or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity.

D. Substantial Consummation

"Substantial Consummation" of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

ARTICLE XVI.
RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to Bankruptcy Code sections 105(a) and 1142, including jurisdiction to:

1. Allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim against a Debtor, including the resolution of any request for payment of any Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims;

2. Decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Retained Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. Resolve any matters related to Executory Contracts or Unexpired Leases, including: (a) the assumption or assumption and assignment of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Cure or Claims arising therefrom, including pursuant to Bankruptcy Code section 365; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; and (c) any dispute regarding whether a contract or lease is or was executory or expired;

4. Ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan and adjudicate any and all disputes arising from or relating to distributions under the Plan;

5. Adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

6. Enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of (a) contracts, instruments, releases, indentures, and other agreements or documents approved by Final Order in the Chapter 11 Cases and (b) the Plan, the Confirmation Order, and contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan;

7. Enforce any order for the sale of property pursuant to Bankruptcy Code sections 363, 1123, or 1146(a), including the Sale Orders;

8. Grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to Bankruptcy Code section 365(d)(4);

9. Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;

10. Hear, determine, and resolve any cases, matters, controversies, suits, disputes, or Causes of Action in connection with or in any way related to the Chapter 11 Cases, including: (a) with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim for amounts not timely repaid pursuant to Article XI herein; (b) with respect to the releases, injunctions, and other provisions contained in Article XII herein, including entry of such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions; (c) that may arise in connection with the Consummation, interpretation, implementation, or enforcement of the Plan, the Confirmation Order, and contracts, instruments, releases, and other agreements or documents created in connection with the Plan; or (d) related to Bankruptcy Code section 1141;

11. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

12. Consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

13. Hear and determine matters concerning state, local, and federal taxes in accordance with Bankruptcy Code sections 346, 505, and 1146;

14. Enter an order or Final Decree concluding or closing the Chapter 11 Cases;

15. Enforce all orders previously entered by the Bankruptcy Court; and

16. Hear any other matter not inconsistent with the Bankruptcy Code; *provided*, that, on and after the Effective Date and after the consummation of the following agreements or documents, as and to the extent applicable, the Bankruptcy Court shall not retain jurisdiction over matters arising out of or related to each of the Take Back Debt Documents, the Exit Facility Documents and the New Organizational Documents, and the Take Back Debt Documents and the Exit Facility Documents and the New Organizational Documents shall be governed by the respective jurisdictional provisions therein.

ARTICLE XVII.
MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Subject to Article XV.A. hereof, and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon, as applicable, the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

B. Additional Documents

On or before the Effective Date, the Debtors (in consultation with the Required Consenting Stakeholders and subject to any consent rights set forth in the Restructuring Support Agreement or the Plan) may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors, the Reorganized Debtors or the Plan Administrator, as applicable, and all Holders of Claims receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Reservation of Rights

The Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

D. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

E. Service of Documents

After the Effective Date, any pleading, notice, or other document required by the Plan to be served on or delivered to the Debtors or the Reorganized Debtors shall be served on:

The Debtors	Counsel to the Debtors

Sungard AS New Holdings, LLC 565 E Swedesford Road, Suite 320 Wayne, PA 19087 Attention: sgas.legalnotices@sungardas.com	Akin Gump Strauss Hauer & Feld LLP One Bryant Park New York, NY 10036 Attention: Philip C. Dublin (pdublin@akingump.com) and Meredith A. Lahaie (mlahaie@akingump.com) Jackson Walker LLP 1401 McKinney Suite 1900 Houston, TX 77010 Attention: Matthew D. Cavenaugh (mcavenaugh@jw.com) and Jennifer F. Wertz (jwertz@jw.com)
The United States Trustee	**Counsel to the Ad Hoc Group**
Office of the United States Trustee 515 Rusk Street, Suite 3516 Houston, TX 77002 Attention: Stephen D. Statham (stephen.statham@usdoj.gov)	Proskauer Rose LLP One International Place Boston, MA 02110-2600 Attention: Charles A. Dale (cdale@proskauer.com) and David M. Hillman (dhillman@proskauer.com) Gray Reed & McGraw LLP 1300 Post Oak Blvd., Suite 2000 Houston, TX 77056 Attention: Jason S. Brookner (jbrookner@grayreed.com)
Counsel to the DIP ABL Agent	**Counsel to the DIP Term Loan Agent**
Thompson Coburn Hahn & Hessen LLP 488 Madison Avenue New York, NY 10022 Attention: Joshua I. Divack (jdivack@thompsoncoburn.com)	Pryor Cashman 7 Times Square New York, NY 10036 Attention: Seth H. Lieberman (slieberman@pryorcashman.com)
Counsel to the Committee	**Counsel to Prepetition Term Loan Agent**
Pachulski Stang Ziehl & Jones LLP 780 Third Avenue, 34th Floor New York, NY 10017 Attention: Bradford J. Sandler (bsandler@pszjlaw.com)	Norton Rose Fulbright US LLP 1301 Avenue of the Americas New York, NY 10019 Attention: H. Stephen Castro (stephen.castro@nortonrosefulbright.com)

After the Effective Date, the Debtors, the Reorganized Debtors and the Plan Administrator, as applicable, have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, they must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors, the Reorganized Debtors and the Plan Administrator, as applicable, are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have filed such renewed requests.

In accordance with Bankruptcy Rules 2002 and 3020(c), within fourteen (14) calendar days of the date of entry of the Confirmation Order, the Debtors or Reorganized Debtors, as applicable, shall serve the Notice of Confirmation by United States mail, first class postage prepaid, by hand, or by overnight courier service to all parties served with the Confirmation Hearing Notice; *provided* that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors or Reorganized Debtors mailed a Confirmation Hearing

Notice, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address" or "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address. To supplement the notice described in the preceding sentence, within twenty-one (21) calendar days of the date of the Confirmation Order, the Debtors or Reorganized Debtors, as applicable, shall publish the Notice of Confirmation once in *The New York Times* (national edition). Mailing and publication of the Notice of Confirmation in the time and manner set forth in this paragraph shall be good and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c), and no further notice is necessary.

F. Term of Injunctions or Stays

Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases (pursuant to Bankruptcy Code sections 105 or 362 or any order of the Bankruptcy Court) and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

G. Entire Agreement

Except as otherwise indicated, the Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

H. Plan Supplement

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. Except as otherwise provided in the Plan, such exhibits and documents included in the Plan Supplement shall be filed with the Bankruptcy Court on or before the Plan Supplement Filing Date. After the exhibits and documents are filed, copies of such exhibits and documents shall have been available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at https://cases.ra.kroll.com/SungardAS/ or the Bankruptcy Court's website at https://www.txs.uscourts.gov/page/bankruptcy-court.

I. Non-Severability

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted; *provided*, that, absent the prior consent of the Required Consenting Stakeholders, such alteration or interpretation is not inconsistent with the Restructuring Support Agreement. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the Debtors' and Required Consenting Stakeholders' prior consent, consistent with the terms set forth herein; and (c) nonseverable and mutually dependent.

J. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to Bankruptcy Code section 1125(e), the Debtors and each of the Consenting Stakeholders and each of their respective Affiliates, agents, representatives,

members, principals, equity holders (regardless of whether such interests are held directly or indirectly), officers, directors, managers, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan, and, therefore, neither any of such parties or individuals or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan.

K. Dissolution of the Committee

On the Effective Date, the Committee shall dissolve and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases; *provided* that the Committee shall be deemed to remain in existence solely with respect to, and shall not be heard on any issue except, applications for final compensation of fees and expenses filed by the Retained Professionals pursuant to the Bankruptcy Code.

L. Closing of Chapter 11 Cases

The Debtors, Reorganized Debtors or the Plan Administrator, as applicable, shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases. Following entry of the Confirmation Order, Sungard AS Canada shall seek an order of the Canadian Court permitting the discharge of the Information Officer and termination of the CCAA Proceeding upon written notice from the Foreign Representative to the Information Officer that the Effective Date has occurred and the Information Officer's delivery to the Foreign Representative of a termination certificate.

M. Waiver or Estoppel

Each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, the Restructuring Support Agreement, or papers filed with the Bankruptcy Court prior to the Confirmation Date.

ARTICLE XVIII. PLAN-RELATED RISK FACTORS

PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN, ALL HOLDERS OF CLAIMS THAT ARE ENTITLED TO VOTE ON THE PLAN SHOULD READ AND CAREFULLY CONSIDER THE FACTORS SET FORTH HEREIN, AS WELL AS ALL OTHER INFORMATION SET FORTH OR OTHERWISE REFERENCED IN THIS DISCLOSURE STATEMENT.

ALTHOUGH THESE RISK FACTORS ARE MANY, THESE FACTORS SHOULD NOT BE REGARDED AS CONSTITUTING THE ONLY RISKS PRESENT IN CONNECTION WITH THE DEBTORS' BUSINESSES OR THE PLAN AND ITS IMPLEMENTATION.

A. General

The following provides a summary of various important considerations and risk factors associated with the Plan; however, it is not exhaustive. In considering whether to vote to accept or reject the Plan, Holders of Claims should read and carefully consider the factors set forth below, as well as all other information set forth or otherwise incorporated by reference in this Disclosure Statement.

B. Risks Relating to the Plan and Other Bankruptcy Law Considerations

1. A Holder of a Claim or Interest May Object to, and the Bankruptcy Court May Disagree with, the Debtors' Classification of Claims and Interests

Bankruptcy Code section 1122 provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created ~~eleven~~ten (~~11~~10) Classes of Claims and Interests, each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims and Interests in each such Class. However, a Holder of a Claim or Interest could challenge the Debtors' classification. In such an event, the cost of the Chapter 11 Cases and the time needed to confirm the Plan may increase, and there can be no assurance that the Bankruptcy Court will agree with the Debtors' classification. If the Bankruptcy Court concludes that the classifications of Claims and Interests under the Plan do not comply with the requirements of the Bankruptcy Code, the Debtors may need to modify the Plan (subject to the terms of the Restructuring Support Agreement). The Plan may not be confirmed if the Bankruptcy Court determines that the Debtors' classification of Claims and Interests is not appropriate.

2. The Debtors May Not Be Able to Satisfy the Voting Requirements for Confirmation of the Plan

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors may seek, as promptly as practicable thereafter, Confirmation. If the Plan does not receive the required support from ~~Classes~~Class 3~~, 4, 5, 6 or 7~~ the Debtors may elect to amend the Plan and proceed with liquidation. There can be no assurance that the terms of any such alternative chapter 11 plan or chapter 7 liquidation would be similar or as favorable to the Holders of Allowed Claims as the Restructuring Transactions contemplated by the Plan.

3. The Bankruptcy Court May Not Confirm the Plan or May Require the Debtors to Re-Solicit Votes with Respect to the Plan

The Debtors cannot assure you that the Plan will be confirmed by the Bankruptcy Court. Bankruptcy Code section 1129 sets forth the requirements for confirmation of a plan, and requires, among other things, a finding by the Bankruptcy Court that the plan is "feasible," that all claims and interests have been classified in compliance with the provisions of Bankruptcy Code section 1122, and that, under the plan, each holder of a claim or interest within each impaired class either accepts the plan or receives or retains cash or property of a value, as of the date the plan becomes effective, that is not less than the value such Holder would receive or retain if the debtor were liquidated under chapter 7 of the Bankruptcy Code. With respect to impaired classes of claims or interests that do not accept the plan, section 1129(b) requires that the plan be fair and equitable (including, without limitation the "absolute priority rule") and not discriminate unfairly with respect to such classes. There can be no assurance that the Bankruptcy Court will conclude that the feasibility test and other requirements of Bankruptcy Code section 1129 (including, without limitation, finding that the Plan satisfies the "new value" exception to the absolute priority rule, if applicable) have been met with respect to the Plan. If and when the Plan is filed, there can be no assurance that modifications to the Plan would not be required for Confirmation, or that such modifications would not require a re-solicitation of votes on the Plan.

The Bankruptcy Court could fail to finally approve this Disclosure Statement and determine that the votes in favor of the Plan could be disregarded. The Debtors would then be required to recommence the solicitation process, which could include re-filing a plan and disclosure statement.

If the Plan is not confirmed, the Chapter 11 Cases may be converted into cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed or elected to liquidate the Debtors' assets for distribution in accordance with the priorities established by the Bankruptcy Code. The Debtors believe that

liquidation under chapter 7 of the Bankruptcy Code would result in, among other things, smaller distributions being made to creditors and interest Holders than those provided for in the Plan because of:

- the potential absence of a market for the Debtors' assets on a going concern basis;
- additional administrative expenses involved in the appointment of a chapter 7 trustee; and
- additional expenses and Claims, some of which would be entitled to priority, that would be generated during the liquidation and from the rejection of Unexpired Leases and other Executory Contracts in connection with a cessation of the Debtors' operations.

4. The Canadian Court May Not Grant the Confirmation Recognition Order

Even if the Bankruptcy Court confirms the Plan, the Canadian Court may refuse to give full force and effect to such Plan in Canada. If the Canadian Court refuses to grant the Confirmation Recognition Order, the Plan will not be recognized and enforced in Canada.

5. Parties in Interest May Object to the Plan's Amount or Classification of Claims and Interests

Except as otherwise provided in the Plan, the Debtors and other parties in interest reserve the right to object to the amount or classification of any Claim under the Plan. The estimates set forth in this Disclosure Statement cannot be relied on by any Holder of a Claim where such Claim is subject to an objection. Any Holder of a Claim that is subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

6. Even if the Debtors Receive All Necessary Acceptances for the Plan to Become Effective, the Debtors May Fail to Meet All Conditions Precedent to Effectiveness of the Plan

Although the Debtors believe that the Effective Date would occur very shortly after the Confirmation Date, there can be no assurance as to such timing.

The Confirmation and Consummation of the Plan are subject to certain conditions that may or may not be satisfied. The Debtors cannot assure you that all requirements for Confirmation and effectiveness required under the Plan will be satisfied. If each condition precedent to Confirmation is not met or waived, the Plan will not be confirmed, and if each condition precedent to Consummation is not met or waived, the Effective Date will not occur. In the event that the Plan is not confirmed or is not consummated, the Debtors may seek Confirmation of an alternative plan.

7. Contingencies May Affect Distributions to Holders of Allowed Claims and Interests

The distributions available to Holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, whether ~~an~~the Equitization ~~Scenario occurs or whether a Sale~~ Scenario occurs. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims and Allowed Interests under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

The estimated Claims and creditor recoveries set forth herein are based on various assumptions, and the actual Allowed amounts of Claims may significantly differ from the estimates. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual Allowed amounts of Claims may vary from the estimated Claims contained in this Disclosure Statement. Moreover, the Debtors cannot determine with any certainty at this time the number or amount of Claims that will ultimately be Allowed. Such differences may materially and adversely affect, among other things, the percentage recoveries to Holders of Allowed Claims under the Plan.

8. There is a Risk of Termination of the Restructuring Support Agreement

To the extent that events giving rise to termination of the Restructuring Support Agreement occur, the Restructuring Support Agreement may terminate prior to the Confirmation or Consummation of the Plan, which could result in the loss of support for the Plan by important creditor constituencies, which could adversely affect the Debtors' ability to confirm and consummate the Plan. If the Plan is not consummated, there can be no assurance that the Chapter 11 Cases would not be converted to chapter 7 liquidation cases or that any new chapter 11 plan would be as favorable to Holders of Claims as the current Plan.

9. The Bankruptcy Court May Dismiss Some or All of the Chapter 11 Cases

Certain parties in interest may contest the Debtors' authority to commence and/or prosecute the Chapter 11 Cases. If, pursuant to any such proceeding, the Bankruptcy Court finds that some or all of the Debtors could not commence the Chapter 11 Cases for any reason, the Debtors may be unable to consummate the transactions contemplated by the Restructuring Support Agreement and the Plan. If some or all of the Chapter 11 Cases are dismissed, the Debtors may be forced to cease operations due to insufficient funding and/or liquidate their businesses in another forum to the detriment of all parties in interest.

10. The United States Trustee or Other Parties May Object to the Plan on Account of the Debtor Releases, Third-Party Releases, Exculpations, or Injunction Provisions

Any party in interest, including the U.S. Trustee, could object to the Plan on the grounds that the (i) debtor release contained in Article XII is to be given without adequate consideration, (ii) third-party release contained in Article XII.C. is not given consensually or in a permissible non-consensual manner, (iii) exculpation contained in Article XII.D. cannot extend to non-Estate fiduciaries, or (iv) the injunction contained in Article XII.E. is overly broad. In response to such an objection, the Bankruptcy Court could determine that any of these provisions are not valid under the Bankruptcy Code. If the Bankruptcy Court makes such a determination, the Plan could not be confirmed without modifying the Plan to alter or remove the applicable provision. This could result in substantial delay in Confirmation of the Plan, the Plan not being confirmed at all, or the loss of support for the Plan from the non-Debtor parties to the Restructuring Support Agreement.

11. The Debtors May Seek to Amend, Waive, Modify, or Withdraw the Plan at Any Time Prior to Confirmation

The Debtors reserve the right, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Restructuring Support Agreement, and consistent with the terms of the Plan, to amend the terms of the Plan or waive any conditions thereto if and to the extent such amendments or waivers are consistent with the terms of the Restructuring Support Agreement and necessary or desirable to consummate the Plan. The potential impact of any such amendment or waiver on the Holders of Claims and Interests cannot presently be foreseen but may include a change in the economic impact of the Plan on some or all of the proposed Classes or a change in the relative rights of such Classes. All Holders of Claims and Interests will receive notice of such amendments or waivers required by applicable law and the Bankruptcy Court. If, after receiving sufficient acceptances, but prior to Confirmation of the Plan, the Debtors seek to modify the Plan, the previously solicited acceptances will be valid only if (1) all ~~classes~~Classes of adversely affected creditors ~~and interest Holders~~ accept the modification in writing, or (2) the Bankruptcy Court determines, after notice to designated parties, that such modification was *de minimis* or purely technical or otherwise did not adversely change the treatment of Holders of accepting Claims ~~and Interests~~ or is otherwise permitted by the Bankruptcy Code.

12. The Plan May Have Material Adverse Effects on the Debtors' Operations

The solicitation of acceptances of the Plan could adversely affect the relationships between the Debtors and their respective customers, employees, partners, and other parties. Such adverse effects could materially impair the Debtors' operations and reduce revenue.

13. The Debtors Cannot Predict the Amount of Time Spent in Bankruptcy for the Purpose of Implementing the Plan, and a Lengthy Bankruptcy Proceeding Could Disrupt the Debtors' Businesses, as Well as Impair the Prospect for Reorganization on the Terms Contained in the Plan in the Event that the Equitization Scenario is Pursued

It is impossible to predict with certainty the amount of time that the Debtors may spend in bankruptcy, and the Debtors cannot be certain that the Plan will be confirmed. Even if confirmed on a timely basis, a bankruptcy proceeding to confirm the Plan could itself have an adverse effect on the Debtors' businesses. There is a risk, due to uncertainty about the Debtors' futures that, among other things:

- customers could move to the Debtors' competitors;
- employees could be distracted from performance of their duties or more easily attracted to other career opportunities; and
- suppliers, vendors, or other business partners could terminate their relationships with the Debtors or demand financial assurances or enhanced performance, any of which could impair the Debtors' future prospects.

A lengthy bankruptcy proceeding would also involve additional expenses and divert the attention of management from the operation of the Debtors' businesses.

The disruption that the bankruptcy process would have on the Debtors' businesses could increase with the length of time it takes to complete the Chapter 11 Cases. If the Debtors are unable to obtain Confirmation of the Plan on a timely basis, because of a challenge to the Plan or otherwise, the Debtors may be forced to operate in bankruptcy for an extended period of time while the Debtors try to develop a different plan that can be confirmed. A protracted bankruptcy case could increase both the probability and the magnitude of the adverse effects described above.

14. Other Parties in Interest Might Be Permitted to Propose Alternative Plans That May Be Less Favorable to Certain of the Debtors' Constituencies Than the Plan

Other parties in interest could seek authority from the Bankruptcy Court to propose an alternative plan to the Plan. Under the Bankruptcy Code, a debtor in possession initially has the exclusive right to propose and solicit acceptances of a plan for a period of ~~a~~one hundred and twenty (120) days from the Petition Date (the "Exclusivity Period"). On August 8, 2022, the Debtors filed a motion seeking an extension of the Debtors' Exclusivity Period [Docket No. 558]. However, such ~~exclusivity period~~Exclusivity Period can be reduced or terminated upon order of the Bankruptcy Court. If such an order were to be entered, parties in interest other than the Debtors would then have the opportunity to propose alternative plans.

If another party in interest were to propose an alternative plan following expiration or termination of the Debtors' exclusivity period, such a plan may be less favorable to existing Holders of Claims and Interests and may seek to exclude such Holders from retaining any equity under their proposed plan.

If there were competing plans, the Chapter 11 Cases likely would become longer, more complicated, more litigious, and much more expensive. If this were to occur, or if the Debtors' stakeholders or other constituencies important to the Debtors' business were to react adversely to an alternative plan, the adverse consequences discussed in the foregoing sections also could occur.

15. The Debtors' Business May Be Negatively Affected if the Debtors Are Unable to Assume Their Executory Contracts

An executory contract is a contract on which performance remains due to some extent by both parties to the contract. The Plan provides for the potential assumption of certain Executory Contracts and Unexpired Leases as of

the Effective Date. However, with respect to some limited classes of Executory Contracts and Unexpired Leases, including licenses with respect to patents or trademarks, the Debtors may need to obtain the consent of the counterparty to maintain the benefit of the contract. There is no guarantee that such consent either would be forthcoming or that conditions would not be attached to any such consent that makes assuming the contracts unattractive. The Debtors then would be required to either forego the benefits offered by such contracts or to find alternative arrangements to replace them.

16. Material Transactions Could Be Set Aside as Fraudulent Conveyances or Preferential Transfers

Certain payments received by stakeholders prior to the bankruptcy filing could be challenged under applicable debtor/creditor or bankruptcy laws as either a "fraudulent conveyance" or a "preferential transfer." A fraudulent conveyance occurs when a transfer of a debtor's assets is made with the intent to defraud creditors or in exchange for consideration that does not represent reasonably equivalent value to the property transferred. A preferential transfer occurs upon a transfer of property of the debtor while the debtor is insolvent for the benefit of a creditor on account of an antecedent debt owed by the debtor that was made on or within ninety (90) days before the petition date or one year before the petition date, if the creditor, at the time of such transfer, was an insider. If any transfer were challenged in the Bankruptcy Court and found to have occurred with regard to any of the Debtors' material transactions, the Bankruptcy Court could order the recovery of all amounts received by the recipient of the transfer.

17. Use of Cash Collateral or the DIP Facilities

If the Chapter 11 Cases take longer than expected to conclude, the Debtors may exhaust their available cash collateral and postpetition financing. There is no assurance that the Debtors will be able to obtain ~~an extension of~~ the right to ~~obtain~~ further postpetition financing and/or the use of cash collateral, in which case, the liquidity necessary for the orderly functioning of the Debtors' businesses may be impaired materially.

18. Certain Claims May Not Be Discharged and Could Have a Material Adverse Effect on the Debtors' Financial Condition and Results of Operations in the Event that the Equitization Scenario is Pursued

The Bankruptcy Code provides that the confirmation of a reorganization plan discharges a debtor from substantially all debts arising prior to confirmation. With few exceptions, all Claims that arise prior to the Debtors' filing of their Petitions or before Confirmation of the Plan (i) would be subject to compromise and/or treatment under the Plan and/or (ii) would be discharged in accordance with the terms of the Plan. Any Claims not ultimately discharged through the Plan could be asserted against applicable Reorganized Debtors and may have an adverse effect on the Reorganized Debtors' financial condition and results of operations on a post-reorganization basis in the event that the Equitization Scenario is pursued.

19. The Debtors Will Be Subject to the Risks and Uncertainties Associated with the Chapter 11 Cases and the CCAA Proceeding

For the duration of the Chapter 11 Cases, the Debtors' ability to operate, develop, and execute a business plan, and continue as a going concern, will be subject to the risks and uncertainties associated with bankruptcy. These risks include the following: (i) the ability to develop, confirm, and consummate the restructuring transactions ~~(including under the Sale Scenario)~~ specified in the Plan or an alternative restructuring transaction; (ii) the ability to obtain Bankruptcy Court approval with respect to motions filed in the Chapter 11 Cases from time to time, or recognition of such orders by the Canadian Court; (iii) the ability to maintain relationships with suppliers, service providers, customers, employees, and other third parties; (iv) ability to maintain contracts that are critical to the Debtors' operations; (v) the ability of third parties to seek and obtain court approval to terminate contracts and other agreements with the Debtors; (vi) the ability of third parties to seek and obtain Bankruptcy Court approval to terminate or shorten the exclusivity period for the Debtors to propose and confirm a chapter 11 plan, to appoint a chapter 11 trustee, or to convert the Chapter 11 Cases to chapter 7 proceedings; and (vii) the actions and decisions

of the Debtors' creditors and other third parties who have interests in the Chapter 11 Cases that may be inconsistent with the Debtors' plans.

These risks and uncertainties could affect the Debtors' businesses and operations in various ways. For example, negative events associated with the Chapter 11 Cases could adversely affect the Debtors' relationships with suppliers, service providers, customers, employees, licensors (including the licensor which licenses the "Sungard" brand to the Debtors), and other third parties, which in turn could adversely affect the Debtors' operations and financial condition. Also, the Debtors will need the prior approval of the Bankruptcy Court for transactions outside the ordinary course of business, which may limit the Debtors' ability to respond timely to certain events or take advantage of certain opportunities. Because of the risks and uncertainties associated with the Chapter 11 Cases, the Debtors cannot accurately predict or quantify the ultimate impact of events that occur during the Chapter 11 Cases that may be inconsistent with the Debtors' plans.

20. The Debtors' Liquidity Needs May Impact Revenue

The Debtors' principal sources of liquidity historically have been cash flow from operations, sales, borrowings under the prepetition credit facilities, and issuance of equity securities. If the Debtors' cash flow from operations decreases, the Debtors' ability to expend the capital necessary to invest in their businesses and remain competitive will be severely strained.

The Debtors face uncertainty regarding the adequacy of their liquidity and capital resources and have extremely limited, if any, access to additional financing. In addition to the cash necessary to fund ongoing operations, the Debtors have incurred significant professional fees and other costs in connection with preparing for the Chapter 11 Cases and expect to continue to incur significant professional fees and costs throughout the Chapter 11 Cases. The Debtors cannot guarantee that cash on hand, cash flow from operations, and cash provided by the DIP Facilities will be sufficient to continue to fund their operations and allow the Debtors to satisfy obligations related to the Chapter 11 Cases until the Debtors are able to emerge from bankruptcy protection.

The Debtors' liquidity, including the ability to meet ongoing operational obligations, will be dependent upon, among other things: (i) their ability to comply with the terms and conditions of the DIP Orders entered by the Bankruptcy Court in connection with the Chapter 11 Cases; (ii) their ability to maintain adequate cash on hand; (iii) their ability to generate cash flow from operations; (iv) their ability to develop, confirm, and consummate a chapter 11 plan or other alternative restructuring transaction; (v) the availability of incremental draws under the DIP Facilities and (vi) the cost, duration, and outcome of the Chapter 11 Cases. The Debtors' ability to maintain adequate liquidity depends, in part, upon industry conditions and general economic, financial, competitive, regulatory, and other factors beyond the Debtors' control. In the event that cash on hand, cash flow from operations, and cash provided under the DIP Facilities are not sufficient to meet the Debtors' liquidity needs, the Debtors may be required to seek additional financing. The Debtors can provide no assurance that additional financing would be available or, if available, offered to the Debtors on acceptable terms. The Debtors' access to additional financing is, and for the foreseeable future likely will continue to be, extremely limited if it is available at all. In addition, the Debtors' ability to consummate the Plan is dependent on their ability to satisfy the conditions precedent to the Effective Date. The Debtors can provide no assurance that such conditions will be satisfied. The Debtors' long-term liquidity requirements and the adequacy of their capital resources are difficult to predict at this time.

C. Risks Relating to the Restructuring Transactions Generally

1. The Debtors Will Be Subject to Business Uncertainties and Contractual Restrictions Prior to the Effective Date

Uncertainty about the effects of the Plan on employees may have an adverse effect on the Debtors. These uncertainties may impair the Debtors' ability to retain and motivate key personnel and could cause customers and others that deal with the Debtors to defer entering into contracts with the Debtors or making other decisions concerning the Debtors or seek to change existing business relationships with the Debtors. In addition, the Debtors are highly dependent on the efforts and performance of their senior management team. If key employees depart because of uncertainty about their future roles and potential complexities of the Restructuring Transactions, the Debtors' business, financial condition, liquidity, and results of operations could be adversely affected.

2. The Support of the Consenting Stakeholders is Subject to the Terms of the Restructuring Support Agreement Which is Subject to Termination in Certain Circumstances

Pursuant to the Restructuring Support Agreement, the Consenting Stakeholders have agreed to support the restructuring transactions set forth in the Plan. Nevertheless, the Restructuring Support Agreement is subject to termination upon the occurrence of certain termination events (including the failure of the Debtors to satisfy the milestones set forth therein). Accordingly, the Restructuring Support Agreement may be terminated after the date of this Disclosure Statement, and such a termination would present a material risk to Confirmation and/or Consummation of the Plan because the Plan may no longer have the support of the Consenting Stakeholders.

3. The Debtors Might Experience Difficulty in Continuing to Retain, Motivate, and Recruit Executives and Other Key Employees in Light of Uncertainty Regarding the Plan, and Failure to Do So Could Negatively Affect the Debtors' Businesses

The Debtors' employees are key to a successful restructuring process, both before ~~(under either the Sale Scenario or the Equitization Scenario)~~ and after the Effective Date (under the Equitization Scenario). As such, the Debtors' ability to retain, motivate, and recruit employees successfully is necessary to minimize any disruptions to the Debtors' business operations that can result from the restructuring. Specifically, employees might feel uncertainty about their future roles or incentives with the Company and both seek employment at a competitor company and lure other employees to follow suit. Additionally, the potential distractions of the restructuring may adversely affect the ability of the Debtors to retain, motivate, and recruit executives and other key employees and keep them focused on applicable strategies and goals. If any of this occurs, it will have a negative impact on the Debtors' business operations. Accordingly, the Debtors' employee recruitment, retention, and motivation efforts are critical to the success of these Chapter 11 Cases and their ability to operate on a go-forward basis in the event that the Equitization Scenario is pursued.

4. Failure to Implement the Restructuring Transactions and Confirm and Consummate the Plan Could Negatively Impact the Debtors

If the Restructuring Transactions are not implemented, the Debtors may consider other restructuring alternatives available at that time, subject to the Restructuring Support Agreement, which may include the filing of an alternative chapter 11 plan, conversion to chapter 7, or any other transaction that would maximize value of the Debtors' Estates. Any alternative restructuring proposal may be on terms less favorable to Holders of Claims against ~~and Interests in~~ the Debtors than the terms of the Plan as described herein.

Any material delay in Confirmation of the Plan, or the Chapter 11 Cases, or the threat of rejection of the Plan by the Bankruptcy Court, would add substantial expense and uncertainty to the process.

Additionally, the Debtors' ongoing business may be adversely affected if the Plan is not confirmed and consummated, which can have the following consequences, among others:

- operations might be impacted negatively from a failure to pursue other beneficial opportunities while the Debtors were focused on developing and implementing the Restructuring Transactions, in which the benefits thereof were not recognized;
- retention of customers and obtainment of new customers may be negatively impacted;
- substantial costs might be incurred in connection with the restructuring, without realizing any of the anticipated benefits of the restructuring;
- the possibility that the Debtors will be unable to repay indebtedness when due and payable; and

- the Debtors might pursue chapter 7 proceedings, resulting in recoveries for creditors and interest holders that are less than contemplated under the Plan or no recovery for such creditors and holders.

5. The Debtors Could Be Subject to Tax Audits and Tax Disputes that Could Have an Adverse Effect on Their Results of Operations and Financial Condition

As a multinational business, the Debtors and their subsidiaries are subject to income taxes in the U.S. and various foreign jurisdictions. Significant judgment is required in determining the Debtors' global provision for income taxes and other tax liabilities. In the ordinary course of a global business, there are many intercompany transactions and calculations where the ultimate tax determination is uncertain. The income tax returns of the Debtors and their domestic and foreign subsidiaries are routinely and currently subject to audits by multiple tax authorities. Although the Debtors regularly assess the likelihood of adverse outcomes resulting from these examinations to determine their tax estimates, a final determination of tax audits or tax disputes could have ~~an~~a material adverse effect on their results of operations and financial condition. The Debtors and their subsidiaries are also subject to non-income taxes, such as sales, use, franchise, property and goods and services taxes in the U.S. and various foreign jurisdictions. They are regularly and currently under audit by tax authorities with respect to these non-income taxes and may have exposure to additional non-income tax liabilities which could have ~~an~~a material adverse effect on the Debtors' results of operations and financial condition.

In addition, the future effective tax rates of the Debtors and their subsidiaries could be favorably or unfavorably affected by changes in tax rates, changes in the valuation of their deferred tax assets or liabilities, or changes in tax laws or their interpretation. Such changes could have a material adverse impact on their financial results.

For a detailed description of the effect consummation of the Plan may have on the Debtors' tax attributes, see "Certain United States Federal Income Tax Consequences."

6. Certain Tax Implications of the Plan

Holders of Allowed Claims should carefully review Article XIX, entitled "Certain U.S. Federal Income Tax Consequences of the Plan" to determine how the tax implications of the Plan may adversely affect the Holders of certain Claims. Each Holder should consult its own tax advisors regarding the tax consequences of the Plan, based upon the particular circumstances pertaining to such Holder.

7. The Debtors' Operations or Ability to Emerge May be Impacted by the Continuing COVID-19 Pandemic

The business and financial results of the Debtors have been and may continue to be negatively impacted by the COVID-19 pandemic, particularly the Debtors' work area recovery business, and could be similarly negatively impacted by other pandemics or epidemics in the future. The severity, magnitude, and duration of the current COVID-19 pandemic is uncertain, rapidly changing and hard to predict. Although restrictions have been relaxed in various jurisdictions, the financial losses suffered in those jurisdictions will not be easily recovered.

Additionally, the COVID-19 pandemic's lasting impact on the global and national economy is uncertain. If overall economic conditions remain depressed, it could negatively impact the Company's business as well as its customers' businesses.

These impacts of the COVID-19 pandemic or other global or regional health pandemics or epidemics could have the effect of heightening many of the other risks described in this "Risk Factors" section, such as those relating to the Debtors' results of operations or financial condition. The Debtors might not be able to predict or respond to all impacts on a timely basis to prevent near- or long-term adverse impacts to their results. The ultimate impact of these disruptions also depends on events beyond the knowledge or control of the Debtors, including the duration and severity of any outbreak and actions taken by parties other than the Debtors to respond to them. Any of these disruptions could have a negative impact on the Debtors' business operations, financial performance, and results of operations, which impact could be material.

D. Risks Relating to the Sale ~~Scenario~~Transactions

1. The Debtors Might Not Be Able to Satisfy Closing Conditions in Connection with ~~the~~One or More Sale ~~Scenario~~Transactions

It is possible that the Debtors might not be able to satisfy the conditions for closing one or more asset sales in connection with ~~the~~a Sale ~~Scenario~~Transaction or that counterparties in such ~~sales transactions~~Sales Transactions could exercise any relevant termination rights in accordance with the terms thereof. ~~Further, it is possible that the Debtors might not receive any bids or might fail to reach an agreement on a Sale Transaction, the parameters of which are outlined in the Restructuring Support Agreement. In such circumstances, the Debtors expect to seek confirmation of the Plan assuming implementation of the Equitization Scenario in the event the Consenting Stakeholder Purchaser submits a bid for the assets, such bid is the successful bid, and the Required Consenting Stakeholders elect to consummate such transaction through the Equitization Scenario.~~

2. ~~The~~A Sale ~~Scenario~~Transaction Will Affect the Debtors' Operations

~~Pursuant to the Sale Scenario, all, substantially all or one or more groups of assets of the Debtors may be sold pursuant to Bankruptcy Code sections 105, 363 and 365. Any remaining assets of the Debtors will be transferred to the Reorganized Debtors will either be operated in the ordinary course or wound down. To the extent substantially all the assets of the Debtors are sold, it is anticipated that the Reorganized Debtors will have no active ongoing operations. To the extent only certain of the Debtors' assets are sold, the Reorganized Debtors are anticipated to continue operating the remaining assets.~~

One or more groups of assets of the Debtors may be sold pursuant to Bankruptcy Code sections 105, 363 and 365. In the Equitization Scenario, any remaining assets of the Debtors will be transferred to the Reorganized Debtors and will be operated in the ordinary course. The Reorganized Debtors are anticipated to continue operating the remaining assets in the Equitization Scenario and expect to enter into one or more transition services agreements with the Purchasers in order to provide and receive certain services. The transition services agreements have not yet been negotiated (other than the transition services agreement with Redcentric). The terms and conditions of any transition services agreement (including, but not limited to, the transition services agreement entered into by certain of the Debtors and Redcentric Solutions Limited as part of the Redcentric Sale pursuant to the so-ordered stipulation entered by the Bankruptcy Court on July 6, 2022 [Docket No. 470]), as well as the services provided by the Purchasers and Redcentric thereunder, may affect the Reorganized Debtors' operations and business in the Equitization Scenario.

E. Risks Relating to the Equitization Scenario and the Reorganized Debtor Equity

1. There ~~Is~~Will Be Inherent Uncertainty in the Debtors' Financial Projections Such that the Reorganized Debtors May Not Be Able to Meet the Projections

The Financial Projections ~~attached hereto as Exhibit D~~will include projections covering the Debtors' operations for the fiscal years 2022 through 2027. These projections ~~are~~will be based on assumptions that are an integral part of the projections, including Confirmation and Consummation of the Plan in accordance with its terms, the anticipated future performance of the Debtors, industry performance, general business and economic conditions, and other matters, many of which are beyond the control of the Debtors and some or all of which may not materialize.

In addition, unanticipated events and circumstances occurring after the date hereof may affect the actual financial results of the Debtors' operations. These variations may be material and may adversely affect the value of the Reorganized Debtor Equity and the ability of the Debtors to make payments with respect to their indebtedness. Because the actual results achieved may vary from projected results, perhaps significantly, the Financial Projections should not be relied upon as a guarantee or other assurance of the actual results that will occur.

Further, the Debtors appreciate the risk that these Chapter 11 Cases could have on financial results, as restructuring activities and expenses can impact a debtor's financial condition. As a result, the Debtors' historical

financial performance likely will not be indicative of their financial performance after the Petition Date. In addition, if the Debtors emerge from the Chapter 11 Cases, the amounts reported in subsequent consolidated financial statements may materially change relative to historical consolidated financial statements, including as a result of revisions to the Debtors' operating plans pursuant to a plan. The Debtors also may be required to adopt fresh start accounting, in which case their assets and liabilities will be recorded at fair value as of the fresh start reporting date, which may differ materially from the recorded values of assets and liabilities on the Debtors' consolidated balance sheets. The Debtors' financial results after the application of fresh start accounting also may be different from historical trends.

Lastly, the business plan was developed by the Debtors with the assistance of their advisors. There can be no assurances that the Debtors' business plan will not change, perhaps materially, as a result of decisions that the board of directors may make after reevaluating the strategic direction of the Debtors and their business plan. Any deviations from the Debtors' existing business plan would necessarily cause a deviation from the Financial Projections, and could result in materially different outcomes from those projected.

2. The Debtors May Not Be Able to Achieve Their Projected Financial Results

The Debtors may not be able to meet their projected financial results or achieve the revenue or cash flow that the Debtors have assumed in projecting their future business prospects. If the Debtors do not achieve these projected revenue or cash flow levels, the Debtors may lack sufficient liquidity to continue operating as planned after emergence. The financial projections represent management's view based on currently known facts and hypothetical assumptions about their future operations. However, they do not guarantee the Debtors' future financial performance.

3. The Implied Valuation of the Reorganized Debtor Equity ~~is~~Will Not Be Intended to Represent the Trading Value of the Reorganized Debtor Equity

The Reorganized Debtors' valuation ~~is~~will not be intended to represent the trading value of the Reorganized Debtor Equity in public or private markets and is subject to additional uncertainties and contingencies, all of which are difficult to predict. If a market were to develop, actual market prices of such securities at issuance will depend on the following considerations, among other things: (a) prevailing interest rates; (b) conditions in the financial markets; (c) the anticipated initial securities holdings of prepetition creditors, some of whom may prefer to liquidate their investment rather than hold it on a long-term basis; and (d) other factors that generally influence the prices of securities. The actual market price of the Reorganized Debtor Equity may be volatile. Many factors, including factors unrelated to the Reorganized Debtors' actual operating performance and other factors not possible to predict, could cause the market price of the Reorganized Debtor Equity to rise and fall. Accordingly, ~~the~~any implied value~~, stated herein and in the Plan,~~ of the securities to be issued under the Plan ~~does~~will not necessarily reflect, and should not be construed as reflecting, values that will be attained for the Reorganized Debtor Equity in the public or private markets.

4. The Equitization Scenario Exchanges Senior Indebtedness for Junior Securities

If the Plan is confirmed and consummated under the Equitization Scenario, certain Holders of Term Loan DIP Facility Claims and First Lien Credit Agreement Claims ~~may~~will receive Reorganized Debtor Equity. Thus, in agreeing to the Plan and the Equitization Scenario, certain of such Holders will be consenting to the exchange of their interests in senior debt, which has, among other things, a stated interest rate, a maturity date, and a liquidation preference over equity securities, for the Reorganized Debtor Equity, which will be subordinate to all future creditor claims.

5. A Liquid Trading Market for the Reorganized Debtor Equity May Not Develop

The Debtors make no assurance that liquid trading markets for the Reorganized Debtor Equity will develop. The liquidity of any market for the Reorganized Debtor Equity will depend, among other things, upon the number of Holders of Reorganized Debtor Equity, the Reorganized Debtors' financial performance, and the market for similar Securities, none of which can be determined or predicted. Therefore, the Debtors cannot assure that an active

trading market will develop or, if a market develops, what the liquidity or pricing characteristics of that market will be.

6. The Debtors May Be Controlled by Significant Holders

If the Plan is confirmed and consummated under the Equitization Scenario, Holders of Term Loan DIP Facility Claims and First Lien Credit Agreement Claims ~~may~~will receive the Reorganized Debtor Equity. Such Holders will own 100% of the Reorganized Debtor Equity, which may be subject to dilution for equity issued, among other things, (i) in connection with an Exit Facility, (ii) in connection with any management incentive plan and/or (iii) after the Plan Effective Date. If Holders of a significant portion of the Reorganized Debtor Equity were to act as a group, such Holders would be in a position to control the outcome of actions requiring shareholder approval.

7. The Reorganized Debtor Equity is Subject to Dilution

The ownership percentage represented by the Reorganized Debtor Equity distributed on the Effective Date under the Plan may be subject to dilution from the MIP Equity issued in connection with the Management Incentive Plan and the conversion of any other options, warrants, convertible securities, exercisable securities, or other securities that may be issued post-emergence.

8. The Debtors May Not Be Able to Generate Sufficient Cash to Service All of Their Indebtedness

The Debtors' ability to make scheduled payments on, or refinance their debt obligations, depends on the Debtors' financial condition and operating performance, which are subject to prevailing economic, industry, and competitive conditions and to certain financial, business, legislative, regulatory, and other factors beyond the Debtors' control. The Debtors may be unable to maintain a level of cash flow from operating activities sufficient to permit the Debtors to pay the principal, premium, if any, and interest on their indebtedness, including, without limitation, borrowings in connection with emergence.

9. Failure to Adapt to Changes in Technology and Customer Demand for the Debtors' Products and Services May Adversely Affect the Debtors' Business and Results of Operations

The Debtors operate in a complex and rapidly shifting market characterized by rapid, and sometimes disruptive, technological developments, evolving industry standards, frequent new product introductions and enhancements, changes in customer requirements, and a limited ability to accurately forecast future customer orders. The Debtors' future success depends in part on their ability to continue to develop technology solutions that keep pace with evolving industry standards and changing customer demands. Despite the market-leading position of their legacy third-party shared recovery infrastructure and data center colocation, enterprise adoption of public cloud technology created significant pressure on the Debtors' historical business model and pushed the Debtors' traditional operations into structural decline. In response, the Debtors have built a new set of more solution-oriented services to address more modern customer needs in the form of integrated solutions, such as "Recovery as a Service," enterprise cloud and enterprise managed services, which now encompass a large portion of the Company's global revenue. However, the Company has not been able to grow those new services fast enough to offset the decline of their legacy products. Additionally, changes in technology, standards, and in the Debtors' customers' businesses continue to occur rapidly and at unpredictable intervals, and the Debtors may not be able to respond adequately. The impact of these changes may be magnified by the continued rapid growth of the Internet and the intense competition in the Debtors' industry. If the Debtors are unable to successfully update and integrate their products and services to adapt to these changes, or if the Debtors do not successfully develop new products and services needed by their customers to keep pace with these changes, the Debtors' business and financial results may suffer. For example, demand for traditional services has continued to decline as the falling price of IT infrastructure and the perceived risk of utilizing shared assets has lead more customers to in-source recovery. The Debtors expect these trends to continue, and as a result, the Debtors expect revenue and EBITDA from traditional services to continue to decline. There can be no

assurance that the Debtors will be able to offset swiftly enough any such future decline with revenue and EBITDA from new products and services.

The Debtors' ability to keep up with technology and business changes is subject to a number of risks, and the Debtors may find it difficult or costly to, among other things: (i) update their products and services and develop new products and services fast enough to meet customers' needs; (ii) make some features of the Debtors' products and services work effectively and securely over the Internet and private networks; (iii) update the Debtors' products and services to keep pace with business, regulatory, and other developments in the industries where the Debtors' customers operate; and (iv) update the Debtors' services to keep pace with advancements in hardware, software, security and telecommunications technology.

Some technological changes, such as advancements that have facilitated the ability of the Debtors' customers to develop their own internal solutions, may render some of the Debtors' products and services less valuable or eventually obsolete. In addition, because of ongoing, rapid technological changes, the useful lives of some technology assets have become shorter and customers are therefore replacing these assets more often. As a result, the Debtors' customers are increasingly expressing a preference for contracts with shorter terms, which could make the Debtors' revenue less predictable in the future.

The Debtors could also incur substantial costs if they need to modify their services or infrastructure in order to adapt to these changes. For example, the Debtors' data center infrastructure could require improvements due to (i) the development of new systems to deliver power to or eliminate heat from the servers they house, (ii) the development of new server technologies that require levels of critical load and heat removal that the Debtors' facilities are not designed to provide; or (iii) a fundamental change in the way in which the Debtors deliver services. The Debtors may not be able to timely adapt to changing technologies, if at all. The Debtors' ability to sustain and grow their business would suffer if they fail to respond to these changes in a timely and cost-effective manner.

10. The Debtors May Fail to Retain or Attract Customers, Which Would Adversely Affect the Debtors' Business and Financial Results

The Debtors' future revenue is dependent in large part upon the retention and growth of their existing customer base, in terms of customers continuing to purchase products and services, including renewals of services contracts. Existing customers may decide not to renew or reduce their contracts with the Debtors or not to purchase additional products or services from the Debtors in the future, which could have a material adverse effect on the Debtors' business and results of operations. In these cases, there can be no assurance that the Debtors will be able to retain these customers. A variety of factors could affect the Debtors' ability to successfully retain and attract customers, including the level of demand for their products and services, the level of customer spending for information technology, the level of competition from customers that develop their own solutions internally and from other vendors, the quality of the Debtors' customer service, the Debtors' ability to update their products and develop new products and services needed by customers and the Debtors' ability to integrate and manage acquired businesses. Further, the markets in which the Debtors operate are highly competitive and the Debtors may not be able to compete effectively. The Debtors' services revenue, which has been largely recurring in nature, comes from the sale of the Debtors' products and services under fixed-term contracts. The Debtors do not have a unilateral right to extend these contracts at the end of their term. If customers cancel or decide not to renew their contracts, or if customers reduce the usage levels or asset values under their contracts, the Debtors' business and financial results could be adversely and materially affected.

11. The Debtors' Business Depends Largely on the Economy, and a Slowdown or Downturn in the Economy Could Adversely Affect the Debtors' Business and Results of Operations

A slowdown or downturn in the economy may cause the Debtors' business and financial results to suffer for a number of reasons. The Debtors' customers may react to worsening conditions by reducing their capital expenditures in general or by specifically reducing their IT spending. In addition, customers may delay or cancel IT projects or seek to lower their costs by renegotiating vendor contracts. Also, customers with excess IT resources may choose to take their information availability solutions in-house rather than obtain those solutions from the Debtors. Moreover, competitors of the Debtors may respond to market conditions by lowering prices and attempting to lure away the Debtors' customers to lower cost solutions. If any of these circumstances remain in effect for an

extended period of time, such circumstances could have a material adverse effect on the Debtors' financial results. Because the Debtors' financial performance tends to lag behind fluctuations in the economy, the Debtors' recovery from any particular downturn in the economy may not occur until after economic conditions have generally improved.

12. Catastrophic Events May Disrupt or Otherwise Adversely Affect the Markets in Which the Debtors Operate, the Debtors' Business, and the Debtors' Profitability

The Debtors' business may be adversely affected by a war, terrorist attack, ransomware attack, natural disaster or other catastrophe. A catastrophic event could have a direct negative impact or an indirect impact on the Debtors by, for example, affecting the Debtors' customers, the financial markets, or the overall economy. The potential for a direct impact is due primarily to the Debtors' significant investment in their infrastructure. Although the Debtors maintain redundant facilities and have contingency plans in place to protect against both man-made and natural threats, it is impossible to fully anticipate and protect against all potential catastrophes. Despite the Debtors' preparations, a security breach, criminal act, military action, power or communication failure, flood, severe storm, or the like could lead to service interruptions and data losses for customers, disruptions to operations, or damage to the Debtors' facilities. The same disasters or circumstances that may lead to the Debtors' customers requiring access to the Debtors' availability services may negatively impact the Debtors' own ability to provide such services. The Debtors' four largest availability services facilities are particularly important, and a major disruption at one or more of those facilities could disrupt or otherwise impair the Debtors' ability to provide services to their customers. If any of these events happen, the Debtors may be exposed to unexpected liability, their customers may leave, their reputation may be tarnished, and there could be a material adverse effect on the Debtors' business and financial results.

The Debtors have experienced service interruptions that are the result of power equipment failures that can lead to a brief power outage within a data center, HVAC equipment failures that can lead to high temperature conditions in a data center which in turn triggers customer IT equipment to shut down, and network equipment issues that can lead to high latency or slow response times or system unavailable conditions for the end-user.

Any future service interruptions could: (i) cause the Debtors' customers to seek damages for losses incurred or require the Debtors to provide service level credits; (ii) require the Debtors to replace existing equipment or add redundant facilities; (iii) affect the Debtors' reputation as a reliable provider of IT related services; (iv) cause existing customers to cancel or elect to not renew contracts; and (v) make it more difficult to attract new customers. Any of these events could materially increase the Debtors' expenses or reduce their revenue, which would have a material adverse effect on the Debtors' operating results.

13. Existing and Increased Competition in the Cloud and Hosting Services May Adversely Affect the Debtors' Business Results and Operations

The market for cloud and hosting services is highly competitive. The Debtors expect to face intense competition from their existing competitors as well as additional competition from new market entrants in the future as the actual and potential market for hosting and cloud continues to grow. The Debtors' current and potential competitors vary by size, service offerings, and geographic region. These competitors may elect to partner with each other or with focused companies like the Debtors to grow their businesses. They include:

- do-it-yourself solutions with a colocation partner such as AT&T, Equinix, CenturyLink, and other telecommunications companies;
- IT outsourcing providers such as CSC, Hewlett-Packard, and IBM;
- managed hosting providers such as CenturyLink and Rackspace;
- original equipment manufacturers such as Dell EMC; and

- cloud providers such as AWS, CenturyLink, IBM, Microsoft, Google, and Rackspace.

The primary competitive factors in the Debtors' market are customer-service and technical expertise, security reliability and functionality, reputation and brand recognition, financial strength, breadth of services offered, and price. Many of the Debtors' current and potential competitors have substantially greater financial, technical, and marketing resources, larger customer bases, longer operating histories, greater brand recognition, and more established relationships in the industry than the Debtors do. As a result, some of these competitors may be able to: (i) develop superior products or services, gain greater market acceptance, and expand their service offerings more efficiently or more rapidly; (ii) adapt to new or emerging technologies and changes in customer requirements more quickly; (iii) bundle hosting services with other services such competitors provide at reduced prices; (iv) take advantage of acquisition and other opportunities more readily; (v) adopt more aggressive pricing policies and devote greater resources to the promotion, marketing, and sales of their services, which could cause the Debtors to have to lower prices for certain products or services to remain competitive in the market; and (vi) devote greater resources to the research and development of their products and services.

14. Customers Taking Their Information Availability Solutions In-House or Leveraging Inexpensive Shared Cloud-Based Solutions May Create Greater Pressure on the Debtors' Organic Revenue Growth Rate

The Debtors' solutions allow customers to leverage the Debtors' technology expertise and process-IP, resource management capabilities, and substantial infrastructure investments. Technological advances in recent years have significantly reduced the cost and the complexity of developing in-house IT availability solutions. Some customers, especially among the very largest having significant IT resources, prefer to develop and maintain their own in-house availability solutions, which can result in a loss of revenue from those customers. If this trend continues or worsens, the Debtors will be subject to continued pressure on their organic revenue growth rate. In addition, cloud-based solutions are often perceived as inherently redundant and highly available. This is a misconception, as high availability is only provided when expressly engineered into a cloud environment. However, this belief, along with the opportunity to leverage inexpensive cloud infrastructure for shared recovery options can, over time, become a more significant competitive threat, especially in the area of availability solutions for less critical applications.

15. The Trend toward Information Availability Solutions Utilizing More Single Customer Dedicated Resources May Lower the Debtors' Overall Operating Margin Rate Over Time

The information availability services industry, especially among the Debtors' more sophisticated customers, is characterized by a preference for solutions that utilize some level of dedicated resources, such as blended advanced recovery services and managed services. This is primarily due to the fact that adding dedicated resources, although more costly, provides greater control, reduces data loss, and facilitates quicker responses to business interruptions. Advanced recovery services often result in greater use of dedicated resources with a modest decrease in operating margin rate. Managed services require significant dedicated resources and therefore have an appropriately lower operating margin rate.

16. Service Level Commitments Provided to the Debtors' Customers Could Require the Debtors to Issue Credits for Future Services if the Stated Service Levels Are Not Met, Which Could Significantly Decrease the Debtors' Revenue and Harm Their Reputation

The Debtors' customer agreements require the Debtors to maintain certain service level commitments relating primarily to service availability and performance metrics. If the Debtors are unable to meet the stated service level commitments, they may be contractually obligated to provide these customers with credits, refunds, or termination rights. A failure to deliver services for a relatively short duration could therefore cause the Debtors to issue such credits to a large number of affected customers. In addition, the Debtors cannot be assured that their customers will accept these credits alone in lieu of legal or other remedies that may be available to them through negotiation. The Debtors' failure to meet their commitments could also result in substantial customer dissatisfaction or loss. Because of the loss of future revenue through these credits, potential customer loss and other potential

liabilities, the Debtors' revenue could be significantly impacted if they cannot meet their service level commitments to their customers.

17. The Debtors Are Subject to Risks Associated with Doing Business Internationally

A portion of the Debtors' revenue is generated outside the United States, primarily from customers located in the United Kingdom, Continental Europe, and India. Additionally, the Debtors' United States and Canadian customers, as well as the Debtors' operations are serviced by Company employees outside of North America, particularly from Sungard AS India. Because the Debtors sell and provide their services outside the United States, and are reliant on the Company's non-Debtor affiliates for services and operations, their business is subject to risks associated with doing business internationally, which include:

- changes in a specific country's or region's political and cultural climate or economic condition;
- unexpected or unfavorable changes in foreign laws and regulatory requirements;
- difficulty to effectively enforce contractual provisions in local jurisdictions;
- inadequate intellectual property protection in foreign countries;
- trade-protection measures, import or export licensing requirements such as Export Administration Regulations promulgated by the U.S. Department of Commerce, economic sanctions laws and regulations administered by the Office of Foreign Assets Control and fines, penalties or suspension, or revocation of export privileges;
- ~~the United Kingdom's exit from the European Union;~~
- the contagion risk of Sungard AS UK being in administration;
- the sale or dissolution of the Company's non-Debtor affiliates;
- violations of the United States Foreign Corrupt Practices Act, the U.K. Anti-bribery Act or similar laws;
- privacy and data protection regulation;
- the effects of applicable and potentially adverse foreign tax law changes;
- significant adverse changes in foreign currency exchange rates;
- longer accounts receivable cycles;
- managing a geographically dispersed workforce; and
- difficulties associated with repatriating cash in a tax-efficient manner.

Any failure to adapt to these or other changing conditions in foreign countries in which the Debtors conduct business could have an adverse effect on the Debtors' business and financial results.

18. The Debtors May Overestimate or Underestimate Their Data Center Capacity Requirements, and their Operating Margins and Profitability Could Be Adversely Affected

The Debtors incur various costs of construction, leasing, and maintenance for their data centers, which constitute a significant portion of the Debtors' capital and operating expenses. In order to manage growth and ensure adequate capacity for new and existing customers while minimizing unnecessary excess capacity costs, the Debtors continuously evaluate their short- and long-term data center capacity requirements. If the Debtors overestimate the demand for their services and secure excess data center capacity, their operating margins could be materially reduced, which would materially impair the Debtors' profitability. Conversely, if the Debtors underestimate their data center capacity requirements, the Debtors may not be able to service the expanding needs of their existing customers and may be required to limit new customer acquisition, which may materially impair the Debtors' revenue growth. The Debtors also lease data centers from data center operators who have built or maintained the facilities for the Debtors. Substantial lead time is necessary in ensuring that available space is adequate for the Debtors' needs and maximizes the Debtors' investment return. If the Debtors inaccurately forecast their space needs, the Debtors may be forced to enter into a lease that may not properly fit their needs and may potentially be required to pay more to secure the space if the current customer demand were to require immediate space expansion.

19. The Debtors May Not Be Able to Renew the Leases on Their Existing Facilities on Beneficial Terms, if at all, Which Could Adversely Affect the Debtors' Operating Results

The data centers operated by the Debtors are not owned by them and, instead, are occupied by the Debtors pursuant to commercial leasing arrangements. Upon the expiration or termination of such data center facility leases, the Debtors may not be able to renew these leases on beneficial terms, if at all. If the Debtors fail to renew any data center lease and are required or choose to move the data center to a new facility, they would face significant challenges due to the technical complexity, risk, and high costs of relocating the equipment. For example, if the Debtors are required to migrate customer servers to a new facility, such migration could result in significant downtime for the affected customers. This could damage the Debtors' reputation and lead them to lose current and potential customers, which would harm the Debtors' operating results and financial condition. Alternatively, many agreements entered into by the Debtors grant the customer with the ability to terminate the Debtors' services in the event the Debtors migrate such customers' infrastructure to another data center. If the customer decides to exercise such termination right, the Debtors' operating results would be adversely affected. If the Debtors renew a lease with higher rental rates but fail to increase revenue in their existing data centers by amounts sufficient to offset any increases in rental rates, the Debtors' operating results may be materially and adversely affected.

20. Power Rate Increases, Power Outages, and Limited Availability of Electrical Resources May Adversely Affect the Debtors' Operating Results

The Debtors' data centers are susceptible to regional costs, carbon and other taxes, and supply of power and electrical power outages. The Debtors attempt to limit exposure to system downtime by using backup generators and power supplies. However, the Debtors may not be able to limit their exposure entirely even with these protections in place. In addition, the Debtors' energy costs can fluctuate significantly or increase for a variety of reasons including increased pressure on legislators to pass green legislation. As energy costs increase, the Debtors may not always be able to pass on the increased costs of energy to their clients, which could harm the Debtors' business. Power and cooling requirements at the Debtors' data centers are also increasing as a result of the increasing power demands of today's servers. Where the Debtors rely on third parties to provide their data centers with power sufficient to meet their clients' power needs, their data centers could have a limited or inadequate amount of electrical resources. The Debtors' clients' demand for power may also exceed the power capacity in the Debtors' older data centers, which may limit the Debtors' ability to fully utilize these data centers. This could adversely affect the Debtors' relationships with their clients and hinder the Debtors' ability to run their data centers, which could harm their business.

21. Increased Internet Bandwidth Costs and Network Failures May Adversely Affect the Debtors' Operating Results

The Debtors are dependent on third-party providers to supply products and services to their own customers. For example, the Debtors lease or otherwise procure equipment from equipment providers, bandwidth capacity from telecommunications network providers, data center space from third-party landlords, power services from local utilities and other energy suppliers, and source equipment maintenance through third parties. While the Debtors have entered into various agreements for equipment, carrier line capacity, data center space, power services, and maintenance, any failure to obtain equipment, additional capacity or space, power services, or maintenance, if required, would impede the growth of the Debtors' business, harm their reputation, and cause their financial results to suffer. The equipment that the Debtors purchase could be deficient in some way, thereby affecting the Debtors' products and services. The Debtors' clients that use the equipment and facilities the Debtors lease or the services of these telecommunication providers may in the future experience difficulties due to failures unrelated to the Debtors' systems. Additionally, any one of these third-party providers could suffer financial failure and, as a result, become incapable of supplying products and services to the Debtors. If, for any reason, these providers fail to provide the required services to the Debtors or their clients or suffer other failures, the Debtors may incur financial losses and their clients may lose confidence in the Debtors, and the Debtors may not be able to retain these clients. As customer base grows and their usage of telecommunications capacity increases, the Debtors will be required to make additional investments in their capacity to maintain adequate data transmission speeds, the availability of which may be limited or the cost of which may be on terms unacceptable to the Debtors. If adequate capacity is not available to the Debtors as their customers' usage increases, the Debtors' network may be unable to achieve or maintain sufficiently high data transmission capacity, reliability or performance.

22. The Debtors May Be Adversely Affected by Potential Litigation, Including Litigation Arising Out of the Chapter 11 Cases

In the future, the Debtors or Reorganized Debtors may become a party to litigation. In general, litigation can be expensive and time consuming to bring or defend against. Such litigation could result in settlements or damages that could significantly affect the Debtors' financial results. It is also possible that certain parties will commence litigation with respect to the treatment of their Claims under the Plan. It is not possible to predict the potential litigation that the Debtors may become party to, nor the final resolution of such litigation. The impact of any such litigation on the Debtors' businesses and financial stability, however, could be material.

23. The Debtors' Business Could Be Harmed by Cyber-Attacks

The Debtors' vulnerability to cyber-attacks is heightened by several features of their operations, including their (i) material reliance on the Company's networks to conduct operations, (ii) transmission of large amounts of data over their systems and (iii) processing and storage of sensitive customer data.

Cyber-attacks on the Debtors' systems may stem from a variety of sources, including fraud, malice or sabotage on the part of foreign nations, third parties, vendors, or employees and attempts by outside parties to gain access to sensitive data that is stored in or transmitted across the Debtors' network. Cyber-attacks can take many forms, including computer hackings, computer viruses, ransomware, worms or other destructive or disruptive software, denial of service attacks, or other malicious activities. Cyber-attacks can put at risk personally identifiable customer data or protected health information, thereby implicating stringent domestic and foreign data protection laws. These threats may also arise from failure or breaches of systems owned, operated or controlled by other unaffiliated operators to the extent the Debtors' rely on them to operate their business. Various other factors could intensify these risks, including, (i) the Debtors' maintenance of information in digital form stored on servers connected to the Internet, (ii) the Debtors' use of open and software-defined networks, (iii) the complexity of the Debtors' multi-continent network composed of legacy and acquired properties, (iv) growth in the size and sophistication of the Debtors' customers and their service requirements, (v) increased use of the Debtors' network due to greater demand for data services and (vi) the Debtors' increased incidence of employees working from remote locations.

Like other prominent technology companies, the Debtors and their customers are constant targets of cyber-attacks. The risk of breaches is likely to continue to increase due to several factors, including the increased visibility and targeting resulting from these Chapter 11 Cases, increasing sophistication of cyber-attacks and the wider accessibility of cyber-attack tools. Known and newly discovered software and hardware vulnerabilities are constantly evolving, which increases the difficulty of detecting and successfully defending against them. Defenses against cyber-attacks currently available to U.S. companies are unlikely to prevent intrusions by a highly-determined, highly-sophisticated hacker. Consequently, the Debtors may be unable to implement security barriers or other preventative measures that repel all future cyber-attacks.

Although the Debtors maintain insurance coverage that may, subject to policy terms and conditions (including self-insured deductibles, coverage restrictions and monetary coverage caps), cover certain aspects of the Debtors' cyber risks, such insurance coverage may be unavailable or insufficient to cover all losses.

Cyber-attacks could (i) disrupt the proper functioning of the Debtors' networks and systems, which could in turn disrupt the operations of their customers, (ii) result in the destruction, loss, theft, misappropriation or release of proprietary, confidential, sensitive, classified or otherwise valuable information of the Debtors, their employees, their customers or their customers' end users, (iii) require the Debtors to notify customers, regulatory agencies or the public of data breaches, (iv) require the Debtors to provide credits for future service to their customers or to offer expensive incentives to retain customers; (v) subject the Debtors to claims by their customers or regulators for damages, fines, penalties, license or permit revocations or other remedies, (vi) damage the Debtors' reputation or result in a loss of business, (vii) result in the loss of industry certifications or (viii) require significant management attention or financial resources to remedy the resulting damages or to change the Debtors' systems. Any or all of the foregoing developments could have a material adverse impact on the Debtors.

24. Even if the Restructuring Transactions Are Successfully Consummated, the Debtors Will Continue to Face Risks

The Restructuring Transactions are generally designed to reduce the amount of the Debtors' cash interest expense and improve the Debtors' liquidity and financial and operational flexibility to generate long-term growth. Even if the Restructuring Transactions are implemented, the Debtors will continue to face a number of risks, including certain risks that are beyond the Debtors' control, such as changes in economic conditions, changes in the Debtors' industry, and changes in commodity prices. As a result of these risks and others, there is no guarantee that the Restructuring Transactions will achieve the Debtors' stated goals.

25. Liquidity Risks

The Reorganized Debtors' ability to carry out capital spending that is important to their growth and productivity will depend on a number of factors, including future operating performance and ability to achieve the business plan. These factors will be affected by general economic, financial, competitive, regulatory, business, and other factors that are beyond the Reorganized Debtors' control.

F. General Disclaimer

1. Information Contained Herein Is Solely for Soliciting Votes

The information contained in this Plan and Disclosure Statement is for the purpose of soliciting acceptances of the Plan and may not be relied upon for any other purpose. Specifically, this Plan and Disclosure Statement is not legal advice to any Person or Entity. The contents herein should not be construed as legal, business, or tax advice. Each reader should consult its own legal counsel and accountant with regard to any legal, tax, and other matters concerning its Claim or Interest. This Plan and Disclosure Statement may not be relied upon for any purpose other than to determine how to vote to accept or reject the Plan and whether to object to Confirmation.

2. Plan and Disclosure Statement May Contain Forward-Looking Statements

This Plan and Disclosure Statement may contain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, as amended. Such statements consist of any statement other than a

recitation of historical fact and can be identified by the use of forward-looking terminology such as "may," "expect," "anticipate," "estimate," or "continue," the negative thereof, or other variations thereon or comparable terminology.

The Debtors consider all statements regarding anticipated or future matters, including the following, to be forward-looking statements:

- any future effects as a result of the filing or pendency of the Chapter 11 Cases;
- financing plans;
- sale plans ~~(the Sale Scenario)~~;
- competitive position;
- business strategy;
- budgets;
- projected cost reductions;
- projected dividends;
- projected price increases;
- effect of changes in accounting due to recently issued accounting standards;
- the effect of the COVID-19 pandemic on the Debtors' industry, business, and operations.
- projected and estimated liability costs, including tort, and environmental costs and costs of environmental remediation;
- growth opportunities for existing products and services;
- results of litigation;
- disruption of operations;
- contractual obligations;
- projected general market conditions;
- plans and objectives of management for future operations;
- off-balance sheet arrangements;
- the Debtors' expected future financial position, liquidity, results of operations, profitability, and cash flows;
- growth opportunities for existing products and services; and

Statements concerning these and other matters are not guarantees of the Debtors' future performance. The reader is cautioned that all forward-looking statements are necessarily speculative. The ~~[Valuation Analysis, the~~ Liquidation Analysis, the Valuation Analysis and the Financial Projections~~,]~~ (each of which will be filed with the Bankruptcy Court, to the extent applicable, no later than seven (7) days before the Voting Deadline) and other information contained herein and ~~attached hereto~~in the Plan Supplement are estimates only, and the timing and amount of actual distributions to Holders of Allowed Claims and Interests, if any, may be affected by many factors that cannot be predicted. Forward-looking statements represent the Debtors' estimates and assumptions only as of the date such statements were made. There are risks, uncertainties, and other important factors that could cause the Debtors' actual performance or achievements to be materially different from those they may project, and the Debtors undertake no obligation to update any such statement.

3. This Plan and Disclosure Statement Has Not Been Approved by the United States Securities and Exchange Commission

This Plan and Disclosure Statement has not and will not be filed with the SEC or any state regulatory authority. Neither the SEC nor any state regulatory authority has approved or disapproved of the Securities described in this Plan and Disclosure Statement or has passed upon the accuracy or adequacy of this Plan and Disclosure Statement, or the exhibits or the statements contained in this Plan and Disclosure Statement.

4. No Legal, Business, or Tax Advice Is Provided to You by This Disclosure Statement

THIS PLAN AND DISCLOSURE STATEMENT IS NOT LEGAL, BUSINESS, OR TAX ADVICE TO YOU. The contents of this Plan and Disclosure Statement should not be construed as legal, business, or tax advice. Each Holder of a Claim or Interest should consult his or her own legal counsel and accountant with regard to any legal, tax, and other matters concerning his or her Claim or Interest. This Plan and Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to Confirmation.

5. No Admissions Made

The information and statements contained in this Plan and Disclosure Statement will neither (1) constitute an admission of any fact or liability by any entity (including, without limitation, the Debtors) nor (2) be deemed evidence of the tax or other legal effects of the Plan on the Debtors, Holders of Allowed Claims or Interests, or any other parties-in-interest.

6. Failure to Identify Litigation Claims or Projected Objections

No reliance should be placed on the fact that a particular litigation Claim or projected objection to a particular Claim or Interest is, or is not, identified in this Plan and Disclosure Statement. All Parties, including the Debtors, reserve the right to continue to investigate Claims and Interests and file and prosecute objections to Claims and Interests.

7. No Waiver of Right to Object or Right to Recover Transfers and Assets

The vote by a Holder of an Allowed Claim for or against the Plan does not constitute a waiver or release of any Claims or rights of the Debtors to object to that Holder's Allowed Claim, or to bring Causes of Action or recover any preferential, fraudulent, or other voidable transfer of assets, regardless of whether any Claims or Causes of Action of the Debtors or their respective Estates are specifically or generally identified herein.

8. Information Was Provided by the Debtors and Was Relied Upon by the Debtors' Advisors

Counsel to and other advisors retained by the Debtors have relied upon information provided by the Debtors in connection with the preparation of this Plan and Disclosure Statement. Although counsel to and other advisors retained by the Debtors have performed certain limited due diligence in connection with the preparation of this Plan and Disclosure Statement, they have not independently verified the information contained herein.

9. The Potential Exists for Inaccuracies and the Debtors Have No Duty to Update

The Debtors make the statements contained in this Plan and Disclosure Statement as of the date hereof, unless otherwise specified herein, and the delivery of this Plan and Disclosure Statement after that date does not imply that there has not been a change in the information set forth herein since such date. Although the Debtors have used their reasonable business judgment to ensure the accuracy of all of the information provided in this Plan and Disclosure Statement and in the Plan, the Debtors nonetheless cannot, and do not, confirm the current accuracy of all statements appearing in this Disclosure Statement. Further, although the Debtors may subsequently update the information in this Disclosure Statement, the Debtors have no affirmative duty to do so unless ordered by the Bankruptcy Court.

10. No Representations Outside of the Disclosure Statement Are Authorized

No representations concerning or relating to the Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. In deciding whether to vote to accept or reject the Plan, you should not rely upon any representations or inducements made to secure your acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure

Statement, unless otherwise indicated herein. You should promptly report unauthorized representations or inducements to the counsel to the Debtors and the U.S. Trustee.

ARTICLE XIX.
CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

A. Introduction

The following discussion summarizes certain U.S. federal income tax consequences of the implementation of the Plan to the Debtors, the Reorganized Debtors, and certain Holders of Claims entitled to vote on the Plan, and it does not address the U.S. federal income tax consequences to Holders of Claims not entitled to vote on the Plan. This summary is based on the Tax Code, the U.S. Treasury Regulations promulgated thereunder (the "Treasury Regulations"), judicial decisions, revenue rulings and revenue procedures of the Internal Revenue Service (the "IRS"), and any other published administrative rules and pronouncements of the IRS, all as in effect on the date hereof (collectively, "Applicable Tax Law"). Changes in the Applicable Tax Law or new interpretations of Applicable Tax Law may have retroactive effect and could significantly affect the U.S. federal income tax consequences described below. The Debtors have not requested, and will not request, any ruling or determination from the IRS or any other taxing authority, and no legal opinion of counsel will be rendered, with respect to the tax consequences discussed herein. The discussion below is not binding upon the IRS or the courts, and no assurance can be given that the IRS would not assert, or that a court would not sustain, a different position than any position discussed herein.

This summary does not address the Canadian federal, provincial, municipal or local or other non-U.S., state, local, or non-income tax consequences of the Plan (including such consequences with respect to the Debtors or the Reorganized Debtors), nor does it purport to address all aspects of U.S. federal income taxation that may be relevant to a Holder in light of its individual circumstances or to a Holder that may be subject to special tax rules (such as persons who are related to the Debtors within the meaning of the Tax Code, persons liable for alternative minimum tax, U.S. Holders whose functional currency is not the U.S. dollar, U.S. expatriates, certain former citizens or long-term residents of the United States, broker-dealers, banks, mutual funds, insurance companies, financial institutions, retirement plans, small business investment companies, regulated investment companies, real estate investment trusts, tax-exempt organizations, controlled foreign corporations, passive foreign investment companies, partnerships (or other entities treated as partnerships or other pass-through entities), beneficial owners of partnerships (or other entities treated as partnerships or other pass-through entities), subchapter S corporations, Holders ~~of Claims~~who hold or who will hold Claims or the Reorganized Debtor Equity as part of a straddle, hedge, conversion transaction, or other integrated investment, persons using a mark-to-market method of accounting, and Holders of Claims who are themselves in bankruptcy). Furthermore, this summary assumes that a Holder of a Claim holds only Claims in a single Class and holds such a Claim only as a "capital asset" (within the meaning of section 1221 of the Tax Code). This summary also assumes that the Claims to which any of the Debtors are a party will be respected for U.S. federal income tax purposes in accordance with their form, and that the Claims constitute interests in the Debtors "solely as a creditor" for purposes of section 897 of the Tax Code. The U.S. federal income tax consequences of the implementation of the Plan to the Debtors, the Reorganized Debtors, and Holders of Claims described below will vary depending on the nature of the Restructuring Transactions that the Debtors or the Reorganized Debtors engage in, as applicable. This discussion does not address the U.S. federal income tax consequences to Holders (a) whose Claims are Unimpaired or otherwise entitled to payment in full under the Plan, or (b) that are deemed to accept or deemed to reject the Plan. Additionally, this discussion does not address any consideration being received other than in a person's capacity as a Holder of a Claim. For the avoidance of doubt, this summary does not discuss the treatment of the receipt of the Reorganized Debtor Equity pursuant to the Management Incentive Plan.

For purposes of this discussion, a "U.S. Holder" is a Holder of a Claim (including a beneficial owner of Claims) that is: (a) an individual citizen or resident of the United States for U.S. federal income tax purposes; (b) a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof or the District of Columbia; (c) an estate the income of which is subject to U.S. federal income taxation regardless of the source of such income; or (d) a trust (i) if a court within the United States is able to exercise primary jurisdiction over the trust's administration and one or more United States persons (within the meaning of section 7701(a)(30) of the Tax Code) have authority to control all substantial

decisions of the trust or (ii) that has a valid election in effect under applicable Treasury Regulations to be treated as a United States person. For purposes of this discussion, a "Non-U.S. Holder" is any Holder of a Claim that is neither a U.S. Holder nor a partnership (or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes).

If a partnership (or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes) is a Holder of a Claim, the tax treatment of a partner (or other beneficial owner) generally will depend upon the status of the partner (or other beneficial owner) and the activities of the entity. Partners (or other beneficial owners) of partnerships (or other entities treated as partnerships or other pass-through entities) that are Holders of Claims should consult their respective tax advisors regarding the U.S. federal income tax consequences of the Restructuring Transactions.

THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF A CLAIM. ALL HOLDERS OF CLAIMS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE FEDERAL, STATE, LOCAL, NON-U.S., NON-INCOME, AND OTHER TAX CONSEQUENCES OF THE PLAN.

~~B~~A. Certain U.S. Federal Income Tax Consequences to the Debtors and Reorganized Debtors

1. Effects of Restructuring on the Debtors

~~The tax consequences of the implementation of the Plan to the Debtors will differ depending on whether the Restructuring Transactions are implemented through a Sale Scenario (whether a Third Party Sale or a Credit Bid Sale), the Equitization Scenario or a combination of any of the foregoing. It has not yet been determined how the Restructuring Transactions will be structured under Applicable Tax Law.~~

~~Realized gains, if any, may be offset by current-year losses and deductions, which may include~~ The tax consequences of the implementation of the Plan to the Debtors will differ depending on whether the Eagle Sale Scenario or the Equitization Scenario occurs. As of December 31, 2021, the Debtors had approximately $168.4 million of U.S. federal net operating loss carryforwards ("NOLs") and $44.2 million of interest deductions that may be (or become) available under section 163(j) of the Tax Code (the "163(j) Deductions")~~, and net operating loss carryforwards (~~". The Debtors do not currently believe that they have any other material tax attributes. Given that the Restructuring Transactions will be implemented at least in part through a Sale Transaction, the Debtors will realize gain or loss in an amount equal to the difference between the value of the Cash (or other consideration received by the Debtors) and the Debtors' tax basis in such assets. Realized gains, if any, may be offset by current-year losses and deductions, which may include 163(j) Deductions and NOLs~~") from prior years (subject to applicable limitations, in a limitation on NOLs incurred on or after January 1, 2018, can be carried forward indefinitely but are subject to an annual limitation of 80% of taxable income~~.~~); *provided*, that any such gain that is ordinary in nature may not be offset by capital losses. Any taxable gain remaining after such offsets would result in a cash tax obligation.

~~As of December 31, 2021, the Debtors had approximately $168.4 million of U.S. federal NOLs and $44.2 million of 163(j) Deductions. The Debtors do not currently believe that they have any other material tax attributes. If the Restructuring Transactions are implemented through a Third Party Sale, and in some circumstances, a Credit Bid Sale, the Debtors generally would realize gain or loss in an amount equal to the difference between the value of the Cash or other consideration received by the Debtors by the Debtors) and the Debtors' tax basis in such assets.~~

~~If~~In the ~~Restructuring Transactions are implemented through~~event the Equitization Scenario ~~under which~~occurs, the Reorganized Debtors ~~remain in existence, they would~~will be treated, to the extent applicable, as a continuation of the existing entities for U.S. federal income tax purposes. They would be subject to the rules set forth in "Cancellation of Indebtedness Income and Reduction of Tax Attributes" and "Limitation on NOLs, 163(j) Deductions and Other Tax Attributes" below. This treatment applies to a corporate debtor irrespective of the treatment applicable to a U.S. Holder of a Claim under the recapitalization rules described in section 368(a)(1)(E) of the Tax Code, as set forth below in "U.S. Federal Income Tax Consequences to the U.S.

Holders of Claims Entitled to Vote." The remaining discussion of tax considerations assumes the Equitization Scenario occurs.

~~If the Restructuring Transactions are implemented through a Credit Bid Sale, the Restructuring Transactions might qualify for U.S. federal income tax purposes as either a taxable sale or as a tax-deferred reorganization described in section 368(a)(1)(G) of the Tax Code (a "G Reorganization"). In order to qualify as a G Reorganization, certain statutory requirements must be met, including: (a) substantially all of the assets of the transferor corporation must be transferred to the acquirer corporation; (b) the holders of the transferor corporation's securities or stock must receive stock or securities of the acquirer corporation; and (c) the transferor corporation's remaining assets, if any, must be distributed in dissolution of the transferor corporation. In addition, certain non-statutory requirements must be met, including the requirements that the reorganization have a business purpose and that continuity of both proprietary interest and business enterprise be preserved. If the Restructuring Transactions were to qualify as a G Reorganization, the Debtors' would recognize no gain or loss with respect to the Restructuring Transactions. Furthermore, in the case of a G Reorganization, pursuant to section 381 of the Tax Code, certain of the Debtors' attributes, including its NOLs, would be inherited by the Reorganized Debtor, subject to the rules set forth in "Cancellation of Indebtedness Income and Reduction of Tax Attributes" and "Limitation on NOLs, 163(j) Deductions and Other Tax Attributes" below.~~

~~As described above, whether the Restructuring Transactions are eligible to qualify as a recapitalization or a G Reorganization would depend, in part, on whether any of the Credit Agreement Claims exchanged for equity of the resulting entity are "securities" of the Debtor, as determined under the principles discussed below with respect to U.S. Holders under "U.S. Federal Income Tax Consequences to the U.S. Holders of Claims Entitled to Vote."~~

~~If (or to the extent that) the Restructuring Transactions are implemented through either (i) a Credit Bid Sale that does not qualify as a G Reorganization, or a (ii) Third Party Sale, Debtors will recognize gain or loss for U.S. federal income tax purposes equal to the excess of the fair market value of the Credit Bid Sale Consideration or Third Party Consideration, as applicable, deemed received over the basis of the assets sold.~~

2. Cancellation of Indebtedness Income and Reduction of Tax Attributes

In general, absent an exception, a borrower will realize and recognize COD Income upon satisfaction of its outstanding indebtedness for total consideration with a value less than the amount of such indebtedness. The amount of COD Income, in general, is the excess of (i) the adjusted issue price of the indebtedness satisfied, over (ii) the amount of Cash and the fair market value (or adjusted issue price, in the case of debt instruments) of other consideration received in satisfaction of such indebtedness at the time of the exchange.

Under section 108 of the Tax Code, the Debtors will not be required to include any amount of COD Income in gross income if the Debtors are under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding, as would be the case if the Plan were approved. Instead, as a consequence of such exclusion, and as described in greater detail below, any Debtor realizing COD Income must reduce certain of its tax attributes by the amount of COD Income excluded from gross income pursuant to section 108 of the Tax Code. Such reduction in tax attributes occurs only after the tax for the year of the debt discharge has been determined. In general, tax attributes will be reduced in the following order: (i) NOLs, (ii) general business credit carryovers, (iii) capital loss carryovers, (iv) tax basis in assets (but not below the amount of liabilities to which the applicable Reorganized Debtor will remain subject immediately after the discharge) as further described in the following two paragraphs, (v) passive activity loss and credit carryovers, and (vi) foreign tax credit carryovers. Alternatively, a Debtor realizing COD Income may elect first to reduce the basis of its depreciable assets pursuant to section 108(b)(5) of the Tax Code. The 163(j) Deductions are not subject to reduction under these rules. Any excess COD Income over the amount of available tax attributes will generally not give rise to U.S. federal income tax and will generally have no other U.S. federal income tax impact.

Treasury Regulations applicable to an affiliated group of corporations, like the Debtors, provide that the tax attributes of each member that is excluding COD Income are first subject to reduction before reducing tax attributes of other members of such group. To the extent the debtor member's tax basis in stock of a lower-tier member of the affiliated group is reduced, a "look through rule" requires that a corresponding reduction be made to the tax attributes of the lower-tier member. If a debtor member's excluded COD Income exceeds its tax attributes, the excess COD Income is applied to reduce certain remaining consolidated tax attributes of the affiliated group. Any

excess COD Income over the amount of available tax attributes is not subject to U.S. federal income tax and generally has no other U.S. federal income tax impact.

The amount of COD Income, if any, and, accordingly, the amount of tax attributes required to be reduced, will depend on the fair market value (or, in the case of debt instruments, the adjusted issue price) of various forms of consideration to be received by Holders of Claims under the Plan. These amounts cannot be known with certainty until after the Effective Date and, as a result, the total amount of attribute reduction as a result of the Plan cannot be determined until after the Effective Date.

3. Limitation on NOLs, 163(j) Deductions and Other Tax Attributes

After giving effect to the reduction in tax attributes pursuant to excluded COD Income described above, the Reorganized Debtors' ability to use any remaining tax attributes post-emergence will be subject to certain limitations under sections 382 and 383 of the Tax Code.

Under sections 382 and 383 of the Tax Code, if the Debtors undergo an "ownership change," the amount of any remaining NOL carryforwards, tax credit carryforwards, 163(j) Deductions, and possibly certain other attributes (potentially including losses and deductions that have accrued economically but are unrecognized as of the date of the ownership change) of the Debtors allocable to periods prior to the Effective Date (collectively, the "Pre-Change Losses") that may be utilized to offset future taxable income generally will be subject to an annual limitation. For this purpose, if a corporation (or consolidated group) has a net unrealized built-in loss at the time of an ownership change (taking into account most assets and items of "built-in" income and deductions), then generally built-in losses (including amortization or depreciation deductions attributable to such built-in losses) recognized during the following five years (up to the amount of the original net unrealized built-in loss) will be treated as Pre-Change Losses and similarly will be subject to the annual limitation. In general, a corporation's (or consolidated group's) net unrealized built-in loss will be deemed to be zero unless it is greater than the lesser of (a) $10 million, or (b) 15% of the fair market value of its assets (with certain adjustments) before the ownership change.

The rules of sections 382 and 383 of the Tax Code are complicated, but as a general matter, the Debtors anticipate that~~, under the Equitization Scenario~~ the issuance of Reorganized Debtor Equity will result in an "ownership change" of the Debtors for these purposes, and that the Reorganized Debtors' use of their Pre-Change Losses will be subject to limitation unless an exception to the general rules of section 382 of the Tax Code applies.

a. *General Section 382 Annual Limitation*

In general, and subject to certain exceptions, the amount of the annual limitation to which a corporation that undergoes an "ownership change" would be subject is equal to the product of (a) the fair market value of the stock of the corporation immediately before the "ownership change" (with certain adjustments), and (b) the "long-term tax-exempt rate" (which is the highest of the adjusted federal long-term rates in effect for any month in the 3 calendar-month period ending with the calendar month in which the ownership change occurs, currently ~~2.36~~2.54% for ~~June~~September 2022). The annual limitation may be increased to the extent that the Reorganized Debtors recognize certain built-in gains in their assets during the five-year period following the ownership change, or are treated as recognizing built-in gains pursuant to the safe harbors provided in IRS Notice 2003-65. Section 383 of the Tax Code applies a similar limitation to capital loss carryforwards and tax credits. Any unused limitation may be carried forward, thereby increasing the annual limitation in the subsequent taxable year. As discussed below, however, special rules may apply in the case of a corporation that experiences an ownership change as the result of a bankruptcy proceeding.

b. *Special Bankruptcy Exceptions*

Special rules may apply in the case of a corporation that experiences an "ownership change" as a result of a bankruptcy proceeding. An exception to the foregoing annual limitation rules generally applies when shareholders and so-called "qualified creditors" of a debtor corporation in chapter 11 receive, in respect of their ~~Claims~~claims, at least 50% of the vote and value of the stock of the debtor corporation (or a controlling corporation if also in chapter 11) as reorganized pursuant to a confirmed chapter 11 plan (the "382(l)(5) Exception"). If the requirements of the

382(l)(5) Exception are satisfied, a debtor's Pre-Change Losses would not be limited on an annual basis, but, instead, NOL carryforwards would be reduced by the amount of any interest deductions claimed by the debtor during the three taxable years preceding the effective date of the plan, and during the part of the taxable year prior to and including the effective date of the plan, in respect of all debt converted into stock pursuant to the reorganization. If the 382(l)(5) Exception applies and the Reorganized Debtors undergo another "ownership change" within two years after the Effective Date, then the Reorganized Debtors' Pre-Change Losses thereafter would be effectively eliminated in their entirety.

Where the 382(l)(5) Exception is not applicable to a corporation in bankruptcy (either because the debtor corporation does not qualify for it or the debtor corporation otherwise elects not to utilize the 382(l)(5) Exception), another exception will generally apply (the "382(l)(6) Exception"). Under the 382(l)(6) Exception, the annual limitation will be calculated by reference to the lesser of (a) the value of the debtor corporation's new stock (with certain adjustments) immediately after the ownership change or (b) the value of such debtor corporation's assets (determined without regard to liabilities) immediately before the ownership change. This calculation differs from the ordinary rule that requires the fair market value of a debtor corporation that undergoes an "ownership change" to be determined before the events giving rise to the change. The 382(l)(6) Exception also differs from the 382(l)(5) Exception in that, under the 382(l)(6) Exception, a debtor corporation is not required to reduce its NOL carryforwards by the amount of certain interest deductions claimed within the prior three-year period, and a debtor corporation may undergo a change of ownership within two years without automatically triggering the effective elimination of its Pre-Change Losses (rather, the resulting limitation would be determined under the regular rules for ownership changes).

The Debtors have not yet determined whether the ~~Restructuring Transactions were to be implemented through either an Equitization Scenario or in certain circumstances a Credit Bid Sale, the~~ 382(l)(5) Exception would be available or, if it is available, whether the Reorganized Debtors will elect out of its application. ~~As noted above, section 382 of the Tax Code is expected to be relevant to the tax attributes of a Reorganized Debtor immediately after emergence only in the event that the Restructuring Transactions are implemented through an Equitization Scenario or in certain circumstances a Credit Bid Sale.~~

~~**4. Other Income and Uncertainty of Debtors' Tax Treatment**~~

B. Certain U.S. Federal Income Tax Consequences to the U.S. Holders of Claims Entitled to Vote

The ~~Debtors may incur other income for U.S. federal income tax purposes in connection with the Restructuring Transactions (including if the Debtors consummate Restructuring Transactions that are different from the transactions that are currently contemplated and described herein, e.g., a taxable sale of a portion of the Debtors' asset) that, unlike COD Income, generally will not be excluded from the Debtors' U.S. federal taxable income~~following discussion assumes that the Debtors will undertake the Restructuring Transactions currently contemplated by the Plan. It also assumes that that Reorganized Debtor Equity will be issued by either Sungard AS New Holdings III, LLC or Sungard AS New Holdings, LLC in the Equitization Scenario. The tax consequences of the implementation of the Plan will differ depending on whether the Eagle Sale Scenario or the Equitization Scenario occurs. The form of the Restructuring Transactions remains subject to change and could result in materially different U.S. federal income tax consequences than those described below to U.S. Holders in certain circumstances. In addition, ~~the~~ U.S. federal income tax considerations relating to the Restructuring Transactions are complex and subject to uncertainties. No assurance can be given that the IRS will agree with the Debtors' interpretations of the tax rules applicable to, or tax positions taken with respect to, the transactions undertaken to effect the Restructuring Transactions. ~~If the IRS were to successfully challenge any such interpretation or position, the Debtors may recognize additional taxable income for U.S. federal income tax purposes, and the Debtors may not have sufficient deductions, losses or other attributes for U.S. federal income tax purposes to fully offset such income.~~

U.S. Holders ~~C. Certain U.S. Federal Income Tax Consequences to the U.S. Holders of Claims Entitled to Vote~~

~~The following discussion assumes that the Debtors will undertake the Restructuring Transactions currently contemplated. U.S. Holders of Claims~~ are urged to consult their own tax advisors regarding the tax consequences of the Restructuring Transactions.

The U.S. federal income tax consequences to a U.S. Holder of a Claim will depend, in part, on whether the ~~Restructuring Transactions are implemented through a Sale Scenario (whether a Third Party Sale of a Credit Bid Sale) or an Equitization Scenario (including, for these purposes a combination thereof) and whether the~~ Claim surrendered constitutes a "security" of a Debtor for U.S. federal income tax purposes.

Neither the Tax Code nor the Treasury Regulations promulgated thereunder defines the term "security." Whether a debt instrument constitutes a "security" is determined based on all relevant facts and circumstances, but most authorities have held that the length of the term of a debt instrument at initial issuance is an important factor in determining whether such instrument is a security for U.S. federal income tax purposes. These authorities have indicated that a term of less than five years is evidence that the instrument is not a security, whereas a term of ten years or more is evidence that it is a security. The initial term of the First Lien Credit Agreement was less than three years and a subsequent amendment extended the total term to slightly over 5 years in total. However, the Debtors took the position that the extension of the term of the First Lien Credit Agreement pursuant to this amendment of the First Lien Credit Agreement were "significant modifications." ~~The initial terms of the Second Lien Credit Agreement and Non-Extending Second Lien Credit Agreement were for less than three years and six months. The Non-Extending Second Lien Credit Agreement Claims remain subject to the original terms. The balance of the Second Lien Credit Agreement Claims was modified in December 2020 to extend the total term from 3-1/2 years to 5-¼ years. The Debtors took the position that the extension of the term of the Second Lien Credit Agreement pursuant to this subsequent amendments of the Second Lien Credit Agreement did not constitute a "significant modification."~~ There are numerous other factors that could be taken into account in determining whether a debt instrument is a security, including the available collateral, the creditworthiness of the obligor, the subordination or lack thereof with respect to other creditors, the right to vote or otherwise participate in the management of the obligor, convertibility of the instrument into an interest of the obligor, whether payments of interest are fixed, variable, or contingent, and whether such payments are made on a current basis or accrued. **Due to the inherently factual nature of the determination, U.S. Holders are urged to consult their tax advisors regarding the status of their Claims as "securities" for U.S. federal income tax purposes.**

1. First Lien Credit Agreement Claims

~~The treatment of Holders of First Lien Credit Agreement Claims depends on whether the Restructuring Transactions are implemented through a Third Party Sale, a Credit Bid Sale, an Equitization Scenario or a combination of any of the foregoing.~~ Pursuant to the Restructuring ~~Transaction~~Transactions, in full and final satisfaction, compromise, settlement~~,~~ or release~~, and discharge~~ of, and in exchange for each Allowed First Lien Credit Agreement Claim, each Holder thereof shall receive (A) ~~to~~in the ~~extent a Third Party Sale occurs, up to the Allowed Amount of such Holder's First Lien Credit Agreement Claim in available Cash after the Term Loan DIP Facility Claims have been indefeasibly paid in full; (B) to the extent a Credit Bid Sale occurs, up to the Allowed Amount of such Holder's First Lien Credit Agreement Claim in Credit Bid Consideration after the Term Loan DIP Facility Claims have been indefeasibly paid in full; and (C) to the extent the Debtors reorganize pursuant the Equitization Scenario and the First Lien Credit Agreement Claims have not been satisfied in full~~event of the Eagle Sale Scenario, its Pro Rata share of the First Lien ~~Equitization~~Sale Consideration ~~after the Term Loan DIP Facility Claims have been indefeasibly paid in full~~; or (B) in the event of the Equitization Scenario, its Pro Rata share of the First Lien Equity Consideration as set forth in the Equity Allocation Schedule.

~~If the Debtors reorganize pursuant to~~In the Equitization Scenario ~~and the~~, if a Holder's First Lien Credit Agreement Claim constitutes a "security" and the Reorganized Debtor Equity is issued by Sungard AS New Holdings III, LLC, a U.S. Holder of a First Lien Credit Agreement Claim should be treated as receiving its ~~distribution~~Pro Rata share of the First Lien Equity Consideration in the Equitization Scenario in a tax-deferred

"recapitalization" under section 368(a)(1)(E) of the Tax Code for U.S. federal income tax purposes.~~,~~ Other than with respect to any amounts received that are attributable to accrued but untaxed interest, a U.S. Holder should not recognize gain~~, but not~~ or loss~~, with the amount of recognized gain equal to the lesser of (1) the excess, if any, of (i) the sum of the fair market value of the Reorganized Debtor Equity and Cash proceeds received, over (ii) its adjusted basis in the Claim, or (2) the amount of Cash proceeds received. The character of such gain as capital gain or ordinary income will be determined by a number of factors including the tax status of a U.S. Holder.~~. Subject to the rules regarding ~~"market discount" (as discussed below) and~~ accrued but untaxed interest, ~~whether the Claim constitutes a capital asset in the hands of a U.S. Holder, and whether and to what extent a U.S. Holder had previously claimed a bad debt deduction with respect to its Claim. If recognized gain is capital in nature, it generally would be long-term capital gain if a U.S. Holder held its Claim for more than one year at the time of the exchange. A~~a U.S. Holder should obtain a tax basis in the Reorganized Debtor Equity received equal to its adjusted tax basis in the exchanged Claim ~~increased by gain recognized (if any) by such U.S. Holder and decreased by the amount of Cash proceeds (if any) received. Subject to the rules regarding accrued but untaxed interest,~~, and the holding period for the Reorganized Debtor Equity received should include the holding period for the exchanged Claim. ~~The same consequences should apply to a U.S. Holder of a First Lien Credit Agreement Claim if the Debtors reorganize pursuant to a Credit Bid Sale qualifying as a G Reorganization with respect to such Claims.~~

~~If the Debtors reorganize pursuant~~In the Equitization Scenario, ~~but~~if a Holder's First Lien Credit Agreement Claim does not constitute a "security~~,~~" or the ~~Restructuring Transactions are implemented through a Third Party Sale or a Credit Bid Sale (other than one qualifying as a G Reorganization), then~~Reorganized Debtor Equity in the Equitization Scenario is issued by Sungard AS New Holdings, LLC, a U.S. Holder of ~~the~~a First Lien Credit Agreement Claim ~~will~~should be treated as receiving its ~~distribution~~Pro Rata share of the First Lien Equity Consideration in the Equitization Scenario in a fully taxable exchange under section 1001 of the Tax Code. Other than with respect to any amounts received that are attributable to accrued but untaxed interest, a U.S. Holder should recognize gain or loss in an amount equal to the difference, if any, between (a) the fair market value of ~~any property (including, if applicable, of~~ the Reorganized Debtor Equity~~) and Cash proceeds~~ received~~,~~ and (b) its adjusted tax basis in its Claim. The character of such gain as capital gain or ordinary income will be determined by a number of factors, including the tax status of a U.S. Holder, the rules regarding "market discount" (as discussed below) and accrued but untaxed interest, whether the Claim constitutes a capital asset in the hands of a U.S. Holder~~,~~ and whether and to what extent a U.S. Holder had previously claimed a bad debt deduction with respect to its Claim. If recognized gain or loss is capital in nature, it generally would be long-term capital gain if a U.S. Holder held its Claim for more than one year at the time of the exchange. ~~The holding period for Reorganized Debtor Equity received, if any, should begin on the day following the Effective Date.~~ A U.S. Holder should obtain a tax basis in the Reorganized Debtor Equity received~~, if any,~~ equal to the fair market value of such Reorganized Debtor Equity~~.~~ received. The holding period for Reorganized Debtor Equity received should begin on the day following the Effective Date.

~~**2. Second Lien Credit Agreement Claims**~~

~~The treatment of Holders of Second Lien Credit Agreement Claims depends on whether the Restructuring Transactions are implemented through a Third Party Sale, a Credit Bid Sale, an Equitization Scenario or a combination of any of the foregoing. Pursuant to the Restructuring Transaction, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Second Lien Credit Agreement Claim, each Holder thereof shall receive (A) to the extent a Third Party Sale occurs, up to the Allowed Amount of such Holder's Second Lien Credit Agreement Claim in available Cash in accordance with the Second Lien Allocation Schedule after the Term Loan DIP Facility Claims and the First Lien Credit Agreement Claims have been indefeasibly paid in full; (B) to the extent a Credit Bid Sale occurs, up to the Allowed Amount of such Holder's Second Lien Credit Agreement Claim in Credit Bid Consideration in accordance with the Second Lien Allocation Schedule after the Term Loan DIP Facility Claims and the First Lien Credit Agreement Claims have been indefeasibly paid in full; and (C) to the extent the Debtors reorganize pursuant the Equitization Scenario and the Second Lien Credit Agreement Claims have not been satisfied in full, its Pro Rata share of the Second Lien Equitization Consideration in accordance with the Second Lien Allocation Schedule after the Term Loan DIP Facility Claims and First Lien Credit Agreement Claims have been indefeasibly paid in full.~~

~~If the Debtors reorganize pursuant the Equitization Scenario and the Second Lien Credit Agreement Claim constitutes a "security," a U.S. Holder of a Second Lien Credit Agreement Claim should be treated as receiving its distribution in a tax-deferred "recapitalization" under section 368(a)(1)(E) of the Tax Code for U.S. federal income tax purposes. Other than with respect to any amounts received that are attributable to accrued but untaxed interest, a~~

U.S. Holder should recognize gain, but not loss, with the amount of recognized gain equal to the lesser of (1) the excess, if any, of (i) the sum of the fair market value of the Reorganized Debtor Equity and Cash proceeds received, over (ii) its adjusted basis in the Claim, or (2) the amount of Cash proceeds received. The character of such gain as capital gain or ordinary income will be determined by a number of factors including the tax status of a U.S. Holder, the rules regarding "market discount" (as discussed below) and accrued but untaxed interest, whether the Claim constitutes a capital asset in the hands of a U.S. Holder, and whether and to what extent a U.S. Holder had previously claimed a bad debt deduction with respect to its Claim. If recognized gain is capital in nature, it generally would be long-term capital gain if a U.S. Holder held its Claim for more than one year at the time of the exchange. A U.S. Holder should obtain a tax basis in the Reorganized Debtor Equity received equal to its adjusted tax basis in the exchanged Claim increased by gain recognized (if any) by such U.S. Holder and decreased by the amount of Cash proceeds (if any) received. Subject to the rules regarding accrued but untaxed interest, the holding period for the Reorganized Debtor Equity received should include the holding period for the exchanged Claim. The same consequences should apply to a U.S. Holder of a Second Lien Credit Agreement Claim if the Debtors reorganize pursuant to a Credit Bid Sale qualifying as a G Reorganization with respect to such Second Lien Credit Agreement Claims.

If the Debtors reorganize pursuant the Equitization Scenario but a Second Lien Credit Agreement Claim does not constitute a "security," or the Restructuring Transactions are implemented through a Third Party Sale or a Credit Bid Sale (other than one qualifying as a G Reorganization), then a U.S. Holder of the Second Lien Credit Agreement Claim will be treated as receiving its distribution in a fully taxable exchange under section 1001 of the Tax Code. Other than with respect to any amounts received that are attributable to accrued but untaxed interest, a U.S. Holder should recognize gain or loss in an amount equal to the difference, if any, between (a) the fair market value of any property (including, if applicable, of the Reorganized Debtor Equity) and Cash proceeds received, and (b) its adjusted tax basis in its Claim. The character of such gain as capital gain or ordinary income will be determined by a number of factors, including the tax status of a U.S. Holder, the rules regarding "market discount" (as discussed below) and accrued but untaxed interest, whether the Claim constitutes a capital asset in the hands of a U.S. Holder, and whether and to what extent a U.S. Holder had previously claimed a bad debt deduction with respect to its Claim. If recognized gain or loss is capital in nature, it generally would be long-term capital gain if a U.S. Holder held its Claim for more than one year at the time of the exchange. The holding period for Reorganized Debtor Equity received, if any, should begin on the day following the Effective Date. A U.S. Holder should obtain a tax basis in the Reorganized Debtor Equity received, if any, equal to the fair market value of such Reorganized Debtor Equity.

3. Non-Extending Second Lien Credit Agreement Claims

The treatment of Holders of Non-Extending Second Lien Credit Agreement Claims depends on whether the Restructuring Transactions are implemented through a Third Party Sale, a Credit Bid Sale, an Equitization Scenario or a combination of any of the foregoing. Pursuant to the Restructuring Transaction, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Non-Extending Second Lien Credit Agreement Claim, each Holder thereof shall receive (A) to the extent a Third Party Sale occurs, up to the Allowed Amount of such Holder's Non-Extending Second Lien Credit Agreement Claim in available Cash in accordance with the Second Lien Allocation Schedule after the Term Loan DIP Facility Claims and the First Lien Credit Agreement Claims have been indefeasibly paid in full; (B) to the extent a Credit Bid Sale occurs, up to the Allowed Amount of such Holder's Non-Extending Second Lien Credit Agreement Claim in Credit Bid Consideration in accordance with the Second Lien Allocation Schedule after the Term Loan DIP Facility Claims and the First Lien Credit Agreement Claims have been indefeasibly paid in full; and (C) to the extent the Debtors reorganize pursuant the Equitization Scenario and the Non-Extending Second Lien Credit Agreement Claims have not been satisfied in full, its Pro Rata share of the Non-Extending Second Lien Equitization Consideration in accordance with the Second Lien Allocation Schedule after the Term Loan DIP Facility Claims and First Lien Credit Agreement Claims have been indefeasibly paid in full.

If the Debtors reorganize pursuant the Equitization Scenario and the Non-Extending Second Lien Credit Agreement Claim constitutes a "security,", a U.S. Holder of a Non-Extending Second Lien Credit Agreement Claim should be treated as receiving its distribution in a tax-deferred "recapitalization" under section 368(a)(1)(E) of the Tax Code for U.S. federal income tax purposes. Other than with respect to any amounts received that are attributable to accrued but untaxed interest, a U.S. Holder should recognize gain, but not loss, with the amount of recognized

~~gain equal to the lesser of (1) the excess, if any, of (i) the sum of the fair market value of the Reorganized Debtor and Cash proceeds received, over (ii) its adjusted basis in the Claim, or (2) the amount of Cash proceeds received. The character of such gain as capital gain or ordinary income will be determined by a number of factors including the tax status of a U.S. Holder, the rules regarding "market discount" (as discussed below) and accrued but untaxed interest, whether the Claim constitutes a capital asset in the hands of a U.S. Holder, and whether and to what extent a U.S. Holder had previously claimed a bad debt deduction with respect to its Claim. If recognized gain is capital in nature, it generally would be long-term capital gain if a U.S. Holder held its Claim for more than one year at the time of the exchange. A U.S. Holder should obtain a tax basis in the Reorganized Debtor Equity received equal to its adjusted tax basis in the exchanged Claim increased by gain recognized (if any) by such U.S. Holder and decreased by the amount of Cash proceeds (if any) received. Subject to the rules regarding accrued but untaxed interest, the holding period for the Reorganized Debtor Equity received should include the holding period for the exchanged Claim. The same consequences should apply to a U.S. Holder of a Non-Extending Second Lien Credit Agreement Claim if the Debtors reorganize pursuant to a Credit Bid Sale qualifying as a G Reorganization with respect to such Non-Extending Second Lien Credit Agreement Claims.~~

~~If~~In the ~~Debtors reorganize pursuant the Equitization Scenario but a Non-Extending Second Lien Credit Agreement Claim does not constitute a "security," or the Restructuring Transactions are implemented through a Third Party Sale or a Credit Bid Sale (other than a G Reorganization), then~~Eagle Sale Scenario, a U.S. Holder of ~~the Non-Extending Second~~a First Lien Credit Agreement Claim ~~will~~should be treated as receiving its ~~distribution~~Pro Rata share of the First Lien Sale Consideration in a fully taxable exchange under section 1001 of the Tax Code. Other than with respect to any amounts received that are attributable to accrued but untaxed interest, a U.S. Holder should recognize gain or loss in an amount equal to the difference, if any, between (a) the ~~fair market value of any property (including, if applicable, of the Reorganized Debtor Equity) and Cash proceeds~~cash received~~,~~ and (b) its adjusted tax basis in its Claim. The character of such gain as capital gain or ordinary income will be determined by a number of factors, including the tax status of a U.S. Holder, the rules regarding "market discount" (as discussed below) and accrued but untaxed interest, whether the Claim constitutes a capital asset in the hands of a U.S. Holder~~,~~ and whether and to what extent a U.S. Holder had previously claimed a bad debt deduction with respect to its Claim. If recognized gain or loss is capital in nature, it generally would be long-term capital gain if a U.S. Holder held its Claim for more than one year at the time of the exchange. ~~The holding period for Reorganized Debtor Equity received, if any, should begin on the day following the Effective Date. A U.S. Holder should obtain a tax basis in the Reorganized Debtor Equity received, if any, equal to the fair market value of such Reorganized Debtor Equity.~~

~~**4. General Unsecured Claims**~~

~~Pursuant to the Restructuring Transaction, in exchange for full and final satisfaction, compromise, settlement, release, and discharge of each Allowed General Unsecured Claim, each U.S. Holder thereof will receive (i) its Pro Rata share of the GUC Recovery Pool and (ii) to the extent a Third Party Sale occurs, its Pro Rata share of the Contingent Distribution Amount (if any).~~

~~A U.S. Holder of a General Unsecured Claim will be treated as receiving its distribution in a fully taxable exchange under section 1001 of the Tax Code. Other than with respect to any amounts received that are attributable to accrued but untaxed interest, a U.S. Holder should recognize gain or loss in an amount equal to the difference, if any, between (a) the amount of any cash proceeds received, and (b) its adjusted tax basis in its Claim. The character of such gain as capital gain or ordinary income will be determined by a number of factors, including the tax status of a U.S. Holder, the rules regarding "market discount" (as discussed below) and accrued but untaxed interest, whether the Claim constitutes a capital asset in the hands of a U.S. Holder, and whether and to what extent a U.S. Holder had previously claimed a bad debt deduction with respect to its Claim. If recognized gain or loss is capital in nature, it generally would be long-term capital gain if a U.S. Holder held its Claim for more than one year at the time of the exchange.~~

~~5~~2. Other Tax Considerations for Holders of Claims

a. ***Accrued but Untaxed Interest (or OID)***

A portion of the consideration received by a U.S. Holder of a Claim may be attributable to accrued but untaxed interest on such Claim. Such amount should be taxable to that U.S. Holder as ordinary interest income if such accrued interest has not been previously included in a U.S. Holder's gross income for U.S. federal income tax purposes. Conversely, U.S. Holders of Claims may be able to recognize a deductible loss to the extent that any

accrued interest on the Claims was previously included in a U.S. Holder's gross income but was not paid in full by the Debtors. Such loss may be ordinary, but the tax law is unclear on this point.

If the fair market value of the consideration is not sufficient to fully satisfy all principal and interest on Allowed Claims, the extent to which such consideration will be attributable to accrued but untaxed interest is unclear. Under the Plan, the aggregate consideration to be distributed to U.S. Holders of Allowed Claims in each Class will be allocated first to the principal amount of Allowed Claims, with any excess allocated to untaxed interest that accrued on such Claims, if any. Certain legislative history indicates that an allocation of consideration as between principal and interest provided in a chapter 11 plan is binding for U.S. federal income tax purposes, while certain Treasury Regulations treat payments as allocated first to any accrued but untaxed interest. The IRS could take the position that the consideration received by a U.S. Holder should be allocated in some way other than as provided in the Plan. U.S. Holders of Claims should consult their respective tax advisors regarding the proper allocation of the consideration received by them pursuant to the Restructuring Transactions between principal and accrued but untaxed interest in such event.

b. *Market Discount*

Under the "market discount" provisions of the Tax Code, some or all of any gain realized by a U.S. Holder in the surrender of its Allowed Claim may be treated as ordinary income (instead of capital gain), to the extent of the amount of "market discount" on the debt instruments constituting the exchanged Claim. In general, a debt instrument is considered to have been acquired with "market discount" if it is acquired other than on original issue and if the U.S. Holder's initial tax basis in the debt instrument is less than (i) the sum of all remaining payments to be made on the debt instrument, excluding "qualified stated interest" or (ii) in the case of a debt instrument issued with original issue discount ("OID"), its adjusted issue price, in each case, by at least a de minimis amount (equal to 0.25% of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by the number of remaining whole years to maturity).

Any gain recognized by a U.S. Holder on the taxable disposition of an Allowed Claim (as described below) that was acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while such Claim was considered to be held by a U.S. Holder (unless a U.S. Holder elected to include market discount in income as it accrued).

U.S. federal income tax laws enacted in December 2017 added section 451 of the Tax Code. This new provision generally would require accrual method U.S. Holders that prepare an "applicable financial statement" (as defined in section 451 of the Tax Code) to include certain items of income (such as market discount) no later than the time such amounts are reflected on such a financial statement. The application of this rule to income of a debt instrument with market discount is effective for taxable years beginning after December 31, 2018. However, in Notice 2018-80 the IRS announced that it intends to issue proposed Treasury Regulations confirming that taxpayers may continue to defer income (including market discount income) for tax purposes until there is a payment or sale at a gain. Accordingly, although market discount may have to be included in income currently as it accrues for financial accounting purposes, taxpayers may continue to defer the income for tax purposes. U.S. Holders are urged to consult their own tax advisors concerning the application of the market discount rules to their Claims.

c. *Medicare Tax*

Certain U.S. Holders that are individuals, estates, or trusts are required to pay an additional 3.8% tax on, among other things, gains from the sale or other disposition of capital assets. U.S. Holders that are individuals, estates, or trusts should consult their tax advisors regarding the effect, if any, of this tax provision on their ownership and disposition of any consideration to be received pursuant to the Restructuring Transactions.

d. *Limitation on Use of Capital Losses*

A U.S. Holder of an Allowed Claim who recognizes capital losses as a result of the distributions made pursuant to the Restructuring Transactions will be subject to limits on its use of capital losses. For a non-corporate U.S. Holder, capital losses may be used to offset any capital gains (without regard to holding periods) plus ordinary income to the extent of the lesser of (i) $3,000 ($1,500 for married individuals filing separate returns) or (ii) the

excess of the capital losses over the capital gains. A non-corporate U.S. Holder may carry over unused capital losses and apply them to capital gains and a portion of their ordinary income for an unlimited number of years. For corporate U.S. Holders, losses from the sale or exchange of capital assets may only be used to offset capital gains. A corporate U.S. Holder that has more capital losses than can be used in a tax year may be allowed to carry over the excess capital losses for use in other tax years. Corporate U.S. Holders may only carry over unused capital losses for the five years following the capital loss year, but are allowed to carry back unused capital losses to the three years preceding the capital loss year.

~~D~~C. U.S. Federal Income Tax Consequences to U.S. Holders Regarding Owning and Disposing of Shares of Reorganized Debtor Equity in the Equitization Scenario

1. Dividends on Reorganized Debtor Equity

~~Any~~In the Equitization Scenario, any distributions made on account of the Reorganized Debtor Equity will constitute dividends for U.S. federal income tax purposes to the extent of the current or accumulated earnings and profits of the entity issuing the Reorganized Debtor Equity, as determined under U.S. federal income tax principles. "Qualified dividend income" received by a non-corporate U.S. Holder is subject to preferential tax rates. To the extent that a U.S. Holder receives distributions that would otherwise constitute dividends for U.S. federal income tax purposes but that exceed such current and accumulated earnings and profits, such distributions will be treated first as a non-taxable return of capital reducing the U.S. Holder's basis in the Reorganized Debtor Equity. Any such distributions in excess of the U.S. Holder's basis in its shares (determined on a share-by-share basis) generally will be treated as capital gain.

Subject to applicable limitations, distributions treated as dividends paid to U.S. Holders that are corporations generally will be eligible for the dividends-received deduction. However, the dividends-received deduction is only available if certain holding period requirements are satisfied. The length of time that a shareholder has held its stock is reduced for any period during which the shareholder's risk of loss with respect to the stock is diminished by reason of the existence of certain options, contracts to sell, short sales, or similar transactions. In addition, to the extent that a corporation incurs indebtedness that is directly attributable to an investment in the stock on which the dividend is paid, all or a portion of the dividends received deduction may be disallowed.

2. Sale, Redemption, or Repurchase of Reorganized Debtor Equity

Unless a non-recognition provision applies, and subject to the market discount rules discussed above, U.S. Holders generally will recognize capital gain or loss upon the sale, redemption, or other taxable disposition of the Reorganized Debtor Equity in the Equitization Scenario. Such capital gain will be long-term capital gain if, at the time of the sale, redemption, or other taxable disposition, a U.S. Holder held the Reorganized Debtor Equity for more than one year. Long-term capital gains of an individual taxpayer generally are taxed at preferential rates. The deductibility of capital losses is subject to certain limitations as described above.

~~E~~D. Certain U.S. Federal Income Tax Consequences to Non-U.S. Holders of Certain Claims Entitled to Vote

1. U.S. Federal Income Tax Consequences to Non-U.S. Holders of Allowed Claims

The following discussion assumes that the Debtors or Reorganized Debtors, as applicable, will undertake the Restructuring Transactions currently contemplated and includes only certain U.S. federal income tax consequences of the Restructuring Transactions to Non-U.S. Holders. The discussion does not include any non-U.S. tax considerations. The rules governing the U.S. federal income tax consequences to Non-U.S. Holders are complex. Each Non-U.S. Holder is urged to consult its own tax advisor regarding the U.S. federal, state, and local and the non-U.S. tax consequences of the consummation of the Restructuring Transactions to such Non-U.S. Holder and the ownership and disposition of the Reorganized Debtor Equity.

2. Gain Recognition

Any gain realized by a Non-U.S. Holder on the exchange of its Claim generally will not be subject to U.S. federal income taxation unless (a) the Non-U.S. Holder is an individual who was present in the United States for one hundred and eighty-three (183) days or more during the taxable year in which the Restructuring Transactions occur and certain other conditions are met or (b) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States (and if an income tax treaty applies, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States). Whether a Non-U.S. Holder would realize any gain for U.S. federal income tax purposes is be determined under the principles discussed above with respect to U.S. Holders under "U.S. Federal Income Tax Consequences to the U.S. Holders of Claims Entitled to Vote."

If the first exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder's capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of the exchange. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to any gain in the same manner as a U.S. Holder (except that the Medicare tax would generally not apply). In addition, if such a Non-U.S. Holder is a corporation, it may be subject to a branch profits tax equal to 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

3. Accrued but Untaxed Interest (or OID)

Payments made to a Non-U.S. Holder pursuant to the Restructuring Transactions that are attributable to accrued but untaxed interest (or OID) generally will not be subject to U.S. federal income or withholding tax; *provided*, that (a) such Non-U.S. Holder is not a bank, (b) such Non-U.S. Holder does not actually or constructively own 10% or more of the total combined voting power of all classes of the stock of Sungard AS or Reorganized Sungard AS, as applicable, and (c) the withholding agent has received or receives, prior to payment, appropriate documentation (generally, IRS Form W-8BEN or W-8BEN-E, as applicable, or other applicable IRS Form W-8) establishing that the Non-U.S. Holder is not a U.S. person, unless such interest (or OID) is effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States (in which case, *provided* the Non-U.S. Holder provides a properly executed IRS Form W-8ECI (or successor form) to the withholding agent, the Non-U.S. Holder (i) generally will not be subject to withholding tax, but (ii) will be subject to U.S. federal income tax in the same manner as a U.S. Holder (unless an applicable income tax treaty provides otherwise), and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are attributable to the accrued but untaxed interest (or OID) at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty)).

A Non-U.S. Holder that does not qualify for exemption from withholding tax with respect to accrued but untaxed interest (or OID) that is not effectively connected income generally will be subject to withholding of U.S. federal income tax at a 30% rate (or at a reduced rate or exemption from tax under an applicable income tax treaty, *provided* certification requirements as discussed below under "U.S. Federal Income Tax Consequences to Non-U.S. Holders of Owning and Disposing of Reorganized Debtor Equity— Dividends on Reorganized Debtor Equity in Equitization Scenario" are satisfied) on payments that are attributable to accrued but untaxed interest (or OID). For purposes of providing a properly executed IRS Form W-8BEN or W-8BEN-E, as applicable, or other applicable IRS Form W-8, special procedures are provided under applicable Treasury Regulations for payments through qualified foreign intermediaries or certain financial institutions that hold customers' securities in the ordinary course of their trade or business.

~~F~~E. U.S. Federal Income Tax Consequences to Non-U.S. Holders of Owning and Disposing of Reorganized Debtor Equity in Equitization Scenario

1. Dividends on Reorganized Debtor Equity

~~Any~~In the Equitization Scenario, any distributions made with respect to Reorganized Debtor Equity will constitute dividends for U.S. federal income tax purposes to the extent of the current or accumulated earnings and profits of the entity issuing the Reorganized Debtor Equity, as determined under U.S. federal income tax principles. Except as described below, dividends paid with respect to Reorganized Debtor Equity held by a Non-U.S. Holder that are not effectively connected with such Non-U.S. Holder's conduct of a U.S. trade or business (and if an income tax treaty applies, are not attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) will be subject to U.S. federal withholding tax at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty). A Non-U.S. Holder generally will be required to satisfy certain IRS certification requirements in order to claim a reduction of or exemption from withholding under a tax treaty by filing IRS Form W-8BEN or W-8BEN-E, as applicable (or a successor form), or other applicable IRS Form W-8, upon which the Non-U.S. Holder certifies, under penalties of perjury, its status as a non-U.S. person and its entitlement to the lower treaty rate or exemption from tax with respect to such payments. Dividends paid with respect to Reorganized Debtor Equity held by a Non-U.S. Holder that are effectively connected with a Non-U.S. Holder's conduct of a U.S. trade or business (and if an income tax treaty applies, are attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) generally will not be subject to withholding tax, *provided* the Non-U.S. Holder provides a properly executed IRS Form W-8ECI (or a successor form). However, such dividends generally will be subject to U.S. federal income tax in the same manner as a U.S. Holder, and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are attributable to the dividends at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty).

2. Sale, Redemption or Repurchase of Reorganized Debtor Equity

A Non-U.S. Holder generally will not be subject to U.S. federal income tax with respect to any gain realized on the sale or other taxable disposition (including a cash redemption) of Reorganized Debtor Equity in the Equitization Scenario unless: (a) such Non-U.S. Holder is an individual who is present in the United States for one hundred and eighty-three (183) days or more in the taxable year of disposition and certain other conditions are met; (b) such gain is effectively connected with such Non-U.S. Holder's conduct of a U.S. trade or business (and if an income tax treaty applies, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States); or (c) Reorganized Sungard AS is or has been during a specified testing period a "U.S. real property holding corporation" for U.S. federal income tax purposes.

If the first exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder's capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of disposition of Reorganized Debtor Equity. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to such gain in the same manner as a U.S. Holder, and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to earnings and profits effectively connected with a U.S. trade or business that are attributable to such gains at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty). Based on the Reorganized Debtors' current business plans and operations, the Debtors do not anticipate that Sungard AS is or was, or that any of the Reorganized Debtors will be a "U.S. real property holding corporation" for U.S. federal income tax purposes.

3. FATCA

Under the Foreign Account Tax Compliance Act ("FATCA"), foreign financial institutions and certain other foreign entities must report certain information with respect to their U.S. account holders and investors or be subject to withholding on the receipt of "withholdable payments." For this purpose, "withholdable payments" are

generally U.S.-source payments of fixed or determinable, annual or periodical income (including, but not limited to, dividends, if any, on shares of Reorganized Debtor Equity). Additionally, although FATCA withholding may also apply to gross proceeds of a disposition of property of a type that can produce U.S.-source interest or dividends, U.S. Treasury Regulations suspend withholding on such gross proceeds payments indefinitely (which rule would apply to the Reorganized Debtor Equity). FATCA withholding will apply even if the applicable payment would not otherwise be subject to U.S. federal nonresident withholding tax.

BOTH U.S. HOLDERS AND NON-U.S. HOLDERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE POSSIBLE IMPACT OF THE FATCA RULES ON SUCH HOLDERS' EXCHANGE OF ANY OF THEIR CLAIMS PURSUANT TO THE RESTRUCTURING TRANSACTIONS.

~~G~~E. Information Reporting and Backup Withholding

The Debtors will withhold all amounts required by law to be withheld from payments of interest and dividends. The Debtors will comply with all applicable reporting requirements of the Tax Code. In general, information reporting requirements may apply to distributions or payments made to a Holder of a Claim pursuant to the Restructuring Transactions. Additionally, under the backup withholding rules, a Holder of a Claim may be subject to backup withholding with respect to distributions or payments made pursuant to the Restructuring Transactions unless, in the case of a U.S. Holder, such U.S. Holder provides a properly executed IRS Form W-9 or, in the case of Non-U.S. Holder, such Non-U.S. Holder provides a properly executed applicable IRS Form W-8 (or otherwise establishes such Non-U.S. Holder's eligibility for an exemption). The current backup withholding rate is 24%. Backup withholding is not an additional tax but is, instead, an advance payment that may entitle the Holder against whom such withholding is made to a refund from the IRS to the extent the withholding results in an overpayment of tax, *provided*, that the required information is provided to the IRS.

In addition, from an information reporting perspective, the Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds. Holders are urged to consult their tax advisors regarding these regulations and whether the Restructuring Transactions would be subject to these Treasury Regulations and require disclosure on the Holders' tax returns.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE RESTRUCTURING TRANSACTIONS ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF U.S. FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER OF A CLAIM IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL HOLDERS OF CLAIMS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES APPLICABLE TO THEM, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, NON-U.S., NON-INCOME, OR OTHER TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

CONCLUSION AND RECOMMENDATION

In the opinion of the Debtors and the Committee, the Plan is preferable to all other available alternatives and provides for a larger distribution to the Debtors' creditors than would otherwise result in any other scenario. Accordingly, the Debtors recommend that Holders of Claims entitled to vote on the Plan vote to accept the Plan and support Confirmation of the Plan.

Dated: ~~June 3~~September 2, 2022

Sungard AS New Holdings, LLC,
on behalf of itself and each of its Debtor affiliates

/s/ Michael K. Robinson

Michael K. Robinson

Chief Executive Officer

Exhibit A
Organizational Chart

Exhibit B
Restructuring Support Agreement

~~Exhibit C~~
~~Liquidation Analysis~~

~~[To Come]~~

~~Exhibit D~~
~~Financial Projections~~

~~[To Come – if applicable]~~

~~Exhibit E~~
~~Valuation Analysis~~

~~[To Come – if applicable]~~

Summary report: Litera® Change-Pro for Word 10.14.0.46 Document comparison done on 9/2/2022 6:31:03 PM	
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Intelligent Table Comparison: Active	
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Embedded Excel	0
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Exhibit A
Organizational Chart

Corporate Structure Chart

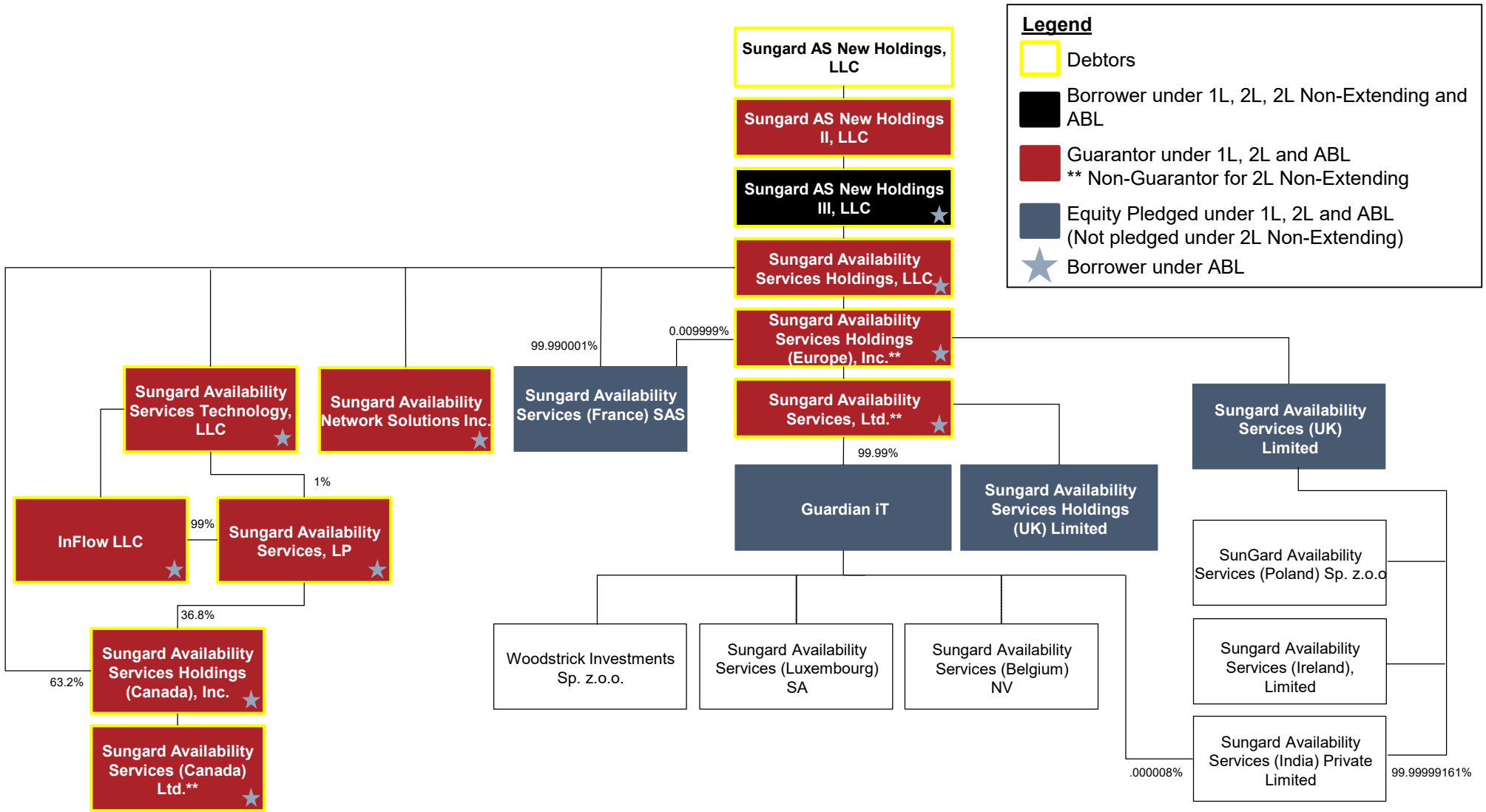

Exhibit B
Restructuring Support Agreement

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER, ACCEPTANCE OR SOLICITATION WITH RESPECT TO ANY SECURITIES, LOANS, OR OTHER INSTRUMENTS OR A SOLICITATION OF ACCEPTANCES AS TO ANY CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER, ACCEPTANCE OR SOLICITATION WILL ONLY BE MADE IN COMPLIANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS, THE BANKRUPTCY CODE, AND OTHER APPLICABLE LAW. NOTHING CONTAINED IN THIS RESTRUCTURING SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

THIS RESTRUCTURING SUPPORT AGREEMENT IS THE PRODUCT OF SETTLEMENT DISCUSSIONS AMONG THE PARTIES HERETO AND, ACCORDINGLY, IS PROTECTED BY RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY OTHER APPLICABLE STATUTES OR DOCTRINES PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL SETTLEMENT DISCUSSIONS.

THIS RESTRUCTURING SUPPORT AGREEMENT DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES AND OTHER PROVISIONS WITH RESPECT TO THE RESTRUCTURING TRANSACTIONS DESCRIBED HEREIN, WHICH TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN AND THE CLOSING OF ANY RESTRUCTURING TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS.

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (including all exhibits, annexes, and schedules hereto in accordance with Section 14.02, this "**Agreement**") is made and entered into as of April 11, 2022 (the "**Execution Date**"), by and among the following parties, each in the capacity set forth on its signature page to this Agreement (each of the following described in sub-clauses (i) through (iii) of this preamble, collectively, the "**Parties**"):[1]

i. Sungard AS New Holdings, LLC, a company organized under the Laws of Delaware ("**Sungard AS**") and each of its affiliates listed on **Exhibit A** to this Agreement that have executed and delivered counterpart signature pages to this Agreement to counsel to the Consenting Stakeholders (the Entities in this clause (i), collectively, the "**Company Parties**" or the "**Debtors**");

[1] Capitalized terms used but not defined in the preamble and recitals to this Agreement have the meanings ascribed to them in Section 1 or the Restructuring Term Sheet (as defined below) subject to Section 14.02, as applicable.

ii. the undersigned and non-affiliated holders of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold, First Lien Credit Agreement Claims and, as applicable, Sungard AS Interests that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties (the "**Consenting First Lien Lenders**"); and

iii. the undersigned and non-affiliated holders of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold, Second Lien Credit Agreement Claims and, as applicable, Sungard AS Interests that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties (the "**Consenting Second Lien Lenders**", collectively with the Consenting Term Loan DIP Lenders (as defined herein) and the Consenting First Lien Lenders, the "**Consenting Stakeholders**").

RECITALS

WHEREAS, the Company Parties and the Consenting Stakeholders have in good faith and at arms' length negotiated or been apprised of certain restructuring and/or recapitalization transactions with respect to the Company Parties on the terms set forth in this Agreement, including, as specified in the restructuring term sheet attached hereto as **Exhibit B** (the "**Restructuring Term Sheet**" and, such transactions as described in this Agreement and the Restructuring Term Sheet, the "**Restructuring Transactions**"):

i. a restructuring transaction involving the sale by the Company Parties of all, substantially all or one or more groups of assets of the Company Parties pursuant to sections 105, 363 and 365 of the Bankruptcy Code (the "**Sale Scenario**"), as contemplated under the Bidding Procedures and the Restructuring Term Sheet. The Sale Scenario may be consummated pursuant to one or more of (x) an asset purchase agreement; (y) a share purchase agreement; or (z) a plan of reorganization that, in each case, among other things, (1) does not have any financing or diligence contingency, (2) demonstrates that the purchaser(s) has the wherewithal to close the subject transaction and (3) provides that such closing shall occur on or before the applicable Milestone, and in connection therewith, the Bankruptcy Court enters an order or orders approving such transaction(s) and related documentation and authorizing the Company Parties to enter into such transaction and related documentation (each such sale, an "**Acceptable Sale**" and, more than one Acceptable Sale, "**Multiple Sales**"); provided, however, that except for a sale to the Consenting Stakeholder Purchaser (as defined herein), no transaction or combination of transactions shall constitute an Acceptable Sale that does not yield sufficient cash proceeds at closing to fully satisfy the Reserve Price allocable to such assets; and

ii. in the alternative to the Sale Scenario for all, substantially all or one or more groups of assets of the Company Parties, a restructuring transaction pursuant to which the Consenting Stakeholders shall receive equity of any Reorganized Debtor (as defined herein) pursuant to a plan of reorganization (subject to dilution for equity issued, among other things, (a) in connection with any exit financing, (b) in

connection with any management incentive plan and/or (c) after the Plan Effective Date) (such transaction, the "**Equitization Scenario**").

WHEREAS, the Company Parties intend to implement the Restructuring Transactions by commencing voluntary cases under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (the cases commenced, the "**Chapter 11 Cases**") and, with respect to the applicable Company Parties, recognition proceedings commenced under Part IV of the *Companies' Creditors Agreement Act* (Canada) (the "**CCAA**") in the Ontario Superior Court of Justice (Commercial List); and

WHEREAS, the Parties have agreed to take certain actions in support of the Restructuring Transactions on the terms and conditions set forth in this Agreement and the Restructuring Term Sheet.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

AGREEMENT

Section 1. ***Definitions and Interpretation.***

1.01. Definitions. The following terms shall have the following definitions:

"**ABL DIP Documents**" means the documents governing the ABL DIP Facility, including the ABL DIP Term Sheet and the DIP Orders and any amendments, modifications, and supplements thereto, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements or modifications of any of the foregoing) related to or executed in connection therewith, including the ABL DIP Term Sheet.

"**ABL DIP Facility**" means the loans under the debtor in possession financing facility on the terms and conditions set forth in the term sheet attached hereto as **Exhibit C** (the "**ABL DIP Term Sheet**") and on other terms and conditions to be agreed by the Company Parties, the Term Loan DIP Lenders and the ABL DIP Lenders, not inconsistent with the ABL DIP Term Sheet.

"**ABL DIP Facility Agreement Claims**" means any Claim against a Company Party arising under, derived from, secured by, based on, or related to the ABL DIP Facility or any other agreement, instrument or document executed at any time in connection therewith including all obligations and any guaranty thereof.

"**ABL DIP Lenders**" means the lenders providing the ABL DIP Facility under the ABL DIP Documents.

"**Agreement**" has the meaning set forth in the preamble hereof and, for the avoidance of doubt, includes all the exhibits, annexes and schedules hereto in accordance with Section 14.02 (including the Term Sheets (as defined herein)).

"**Agreement Effective Date**" means the date on which the conditions set forth in Section 2 have been satisfied or waived by the appropriate Party or Parties in accordance with this Agreement.

"**Agreement Effective Period**" means, with respect to a Party, the period from the Agreement Effective Date to the Termination Date applicable to that Party.

"**Alternative Restructuring Proposal**" means any plan, inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, asset sale, consent solicitation, exchange offer, tender offer, recapitalization, plan of reorganization, share exchange, business combination, or similar transaction involving any one or more Company Parties, their assets or the debt, equity, or other interests in any one or more Company Parties that is an alternative to the Restructuring Transactions, including the Equitization Scenario and the Sale Scenario.

"**Announcement**" has the meaning ascribed to it in Section 14.23(b) of this Agreement.

"**Bankruptcy Code**" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.

"**Bankruptcy Court**" means the United States Bankruptcy Court for the Southern District of Texas.

"**Bidding Procedures**" has the meaning set forth in the Restructuring Term Sheet.

"**Bidding Procedures Order**" means the order approving the Bidding Procedures.

"**Bravo**" means the colocation business owned and operated by the Debtors and related assets.

"**Business Day**" means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of New York.

"**Business Plan**" means a detailed business plan for each segment of the businesses of Sungard AS Global, including disaster recovery services, colocation and other services. Such business plan shall be in a form and substance acceptable to the Required Consenting Stakeholders and the Debtors and shall include, without limitation, a detailed analysis of (i) the industries in which Sungard AS Global competes and competition within the industries, (ii) customers and customer concentration, (iii) products and pricing, (iv) costs, (v) profit margin and cash flow, (vi) operational and strategic initiatives, including cost cutting initiatives and a lease rationalization plan and (vii) financial projections for following three (3) fiscal years.

"**CCAA**" has the meaning set forth in the recitals to this Agreement.

"**Chapter 11 Cases**" has the meaning set forth in the recitals to this Agreement.

"**Claim**" has the meaning ascribed to it in section 101(5) of the Bankruptcy Code.

"**Company Claims/Interests**" means any Claim against, or Interest in, a Company Party, including the First Lien Credit Agreement Claims, the Second Lien Credit Agreement Claims, the Non-Extending Second Lien Credit Agreement Claims and any Term Loan DIP Facility Agreement Claims.

"**Company Parties**" has the meaning set forth in the preamble to this Agreement.

"**Company Termination Events**" has the meaning ascribed to it in Section 11.02 of this Agreement.

"**Confidentiality Agreement**" means an executed confidentiality agreement, including with respect to the issuance of a "cleansing letter" or other public disclosure of material non-public information agreement, in connection with the proposed Restructuring Transactions.

"**Confirmation Order**" means the confirmation order with respect to the Plan.

"**Consenting First Lien Lender/Second Lien Lender Termination Events**" has the meaning ascribed to it in Section 11.01 of this Agreement.

"**Consenting First Lien Lenders**" has the meaning set forth in the preamble to this Agreement. For the avoidance of doubt, to the extent that any First Lien Credit Agreement Claims held by Consenting First Lien Lenders are rolled up into the Term Loan DIP Facility, all references in this Agreement to such Consenting First Lien Lenders shall mean the Consenting Term Loan DIP Lenders.

"**Consenting Second Lien Lenders**" has the meaning set forth in the preamble to this Agreement. For the avoidance of doubt, to the extent that any Second Lien Credit Agreement Claims held by Consenting Second Lien Lenders are rolled up into the Term Loan DIP Facility, all references in this Agreement to such Consenting Second Lien Lenders shall mean the Consenting Term Loan DIP Lenders.

"**Consenting Stakeholder Purchaser**" means, in the event the Consenting Stakeholders acquire all, substantially all, or one or more groups of assets pursuant to a sale (if the Reserve Price is not satisfied in the Sale Scenario) in lieu of the Equitization Scenario (as defined below), a new Delaware limited liability company, corporation, or other entity that will be organized and formed by the Consenting Stakeholders to make such acquisition.

"**Consenting Stakeholders**" has the meaning set forth in the preamble to this Agreement.

"**Consenting Term Loan DIP Lenders**" means the Term Loan DIP Lenders that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties.

"**Credit Agreement Claims**" means, collectively, the First Lien Credit Agreement Claims, the Non-Extending Second Lien Credit Agreement Claims and the Second Lien Credit Agreement Claims.

"**Credit Agreements**" means, collectively, the First Lien Credit Agreement, the Second Lien Credit Agreement, the Non-Extending Second Lien Credit Agreement and the PNC Revolving Credit Agreement.

"**Debtors**" has the meaning set forth in the preamble to this Agreement.

"**Definitive Documents**" means the documents set forth in Section 3.01.

"**DIP Orders**" means, collectively, the Interim DIP Order and the Final DIP Order.

"**DIP Term Sheets**" means the ABL DIP Term Sheet and the Term Loan DIP Term Sheet.

"**Disclosure Statement**" means the disclosure statement with respect to the Plan.

"**Eagle**" means the data recovery business owned and operated by the Debtors and related assets.

"**Entity**" shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

"**Execution Date**" has the meaning set forth in the preamble to this Agreement.

"**Final DIP Order**" means the final order authorizing the entry into the ABL DIP Documents and the Term Loan DIP Documents.

"**First Day Pleadings**" means the first-day pleadings to be filed in connection with the Chapter 11 Cases.

"**First Lien Credit Agreement**" means that certain Credit Agreement, dated as of December 22, 2020 (as amended or supplemented by that certain Amendment No. 1 to Credit Agreement, dated as of April 20, 2021, that certain Waiver to Credit Agreement, dated as of March 24, 2022, that certain Amendment No. 2 to Credit Agreement, dated as of April 7, 2022 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, by and among Sungard AS New Holdings III, LLC, as Borrower, Sungard AS Holdings II, LLC, the Lenders from time to time party thereto and Alter Domus Products Corp., as Administrative Agent.

"**First Lien Credit Agreement Claims**" means any Claim against a Company Party arising under, derived from, secured by, based on, or related to the First Lien Credit Agreement or any other agreement, instrument or document executed at any time in connection therewith including all obligations and any guaranty thereof.

"**Interest**" means, collectively, the shares (or any class thereof) of common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Company Party, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Company Party (in each case whether or not arising under or in connection with any employment agreement).

"**Interim DIP Order**" means the interim order authorizing the entry into the ABL DIP Documents and Term Loan DIP Facility Documents.

"**Joinder**" means a joinder to this Agreement substantially in the form attached hereto as **Exhibit E**.

"**Law**" means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).

"**Lease Rationalization Plan**" means an initiative to renegotiate and/or reject certain nonresidential leases of real property in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**Loans**" shall mean the indebtedness under each of the Credit Agreements.

"**Milestones**" means the milestones set forth in Sections 11.03 and 11.04, as such may be extended in accordance with the terms of this Agreement.

"**Non-Extending Second Lien Credit Agreement**" means that certain junior lien credit agreement, dated as of May 3, 2019 (as amended by that certain Amendment No. 1 to Junior Lien Credit Agreement, dated as of August 11, 2020, that certain Amendment No. 2 to Junior Lien Credit Agreement, dated as of December 10, 2020, that certain Amendment No. 3 to Junior Lien Credit Agreement, dated as of December 20, 2020 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time), by and among Sungard AS New Holdings III, LLC, as Borrower, Sungard AS New Holdings II, LLC, the Lenders party thereto from time to time, and Alter Domus Products Corp., as Administrative Agent.

"**Non-Extending Second Lien Credit Agreement Claims**" means any Claim against a Company Party arising under, derived from, secured by, based on, or related to the Non-Extending Second Lien Credit Agreement or any other agreement, instrument or document executed at any time in connection therewith including all obligations and any guaranty thereof.

"**Pantheon**" means the campus facility assets owned by the Debtors' non-Debtor subsidiary in Lognes, France.

"**Parties**" has the meaning set forth in the preamble to this Agreement.

"**Permitted Transferee**" means each transferee of any Company Claims/Interests who meets the requirements of Section 8.01.

"**Petition Date**" means the date on which each of the Debtors filed its respective petition for relief commencing its Chapter 11 Case.

"**Plan**" means the joint chapter 11 plan, if any, with respect to the Company Parties, including all appendices, exhibits, schedules and supplements thereto (including any appendices,

exhibits, schedules and supplements to the Plan that are contained in the Plan Supplement), as it may be altered, amended, modified, or supplemented from time to time in accordance with the terms thereof and this Agreement.

"**Plan Effective Date**" means the date on which all conditions precedent to the effectiveness of the Plan have been satisfied or waived in accordance with the terms of the Plan and the Confirmation Order, and the Plan is substantially consummated according to its terms.

"**Plan Supplement**" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan that will be filed by the Debtors with the Bankruptcy Court.

"**PNC Revolving Credit Agreement**" means that certain Revolving Credit Agreement, dated as of August 6, 2019 (as amended by that certain Amendment and Waiver No. 1 to Revolving Credit Agreement, dated as of September 24, 2019, that certain Amendment No. 2 to Revolving Credit Agreement, dated as of August 12, 2020, that certain Amendment No. 3 to Revolving Credit Agreement, dated as of December 22, 2020, that certain Joinder and Amendment No. 4 to Revolving Credit Agreement, dated as of May 25, 2021, that certain Amendment No. 5 and Waiver to Revolving Credit Agreement, dated as of March 24, 2022, that certain Amendment No. 6 to Revolving Credit Agreement, dated as of April 7, 2022 and as further amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time), by and among the borrowers from time to time party thereto, Sungard AS New Holdings II, LLC, the lenders from time to time party thereto and PNC Bank, National Association, as administrative agent.

"**Qualified Marketmaker**" means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Company Claims/Interests (or enter with customers into long and short positions in Company Claims/Interests), in its capacity as a dealer or market maker in Company Claims/Interests and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

"**Reorganized Debtor**" means, for each Debtor, such Debtor immediately after consummation of the Restructuring in connection with the Equitization Scenario.

"**Required Consenting First Lien Lenders**" means at least two (2) unaffiliated Consenting First Lien Lenders holding at least 50.1% of the aggregate outstanding principal amount of First Lien Credit Agreement Claims held by all Consenting First Lien Lenders. For the avoidance of doubt, to the extent that any First Lien Credit Agreement Claims held by Consenting First Lien Lenders are rolled up into the Term Loan DIP Facility, all references in this Agreement to Required Consenting First Lien Lenders shall mean the Required Term Loan DIP Lenders.

"**Required Consenting Second Lien Lenders**" means at least two (2) unaffiliated Consenting Second Lien Lenders holding at least 50.1% of the aggregate outstanding principal amount of Second Lien Credit Agreement Claims held by all Consenting Second Lien Lenders. For the avoidance of doubt, to the extent that any Second Lien Credit Agreement Claims held by Consenting Second Lien Lenders are rolled up into the Term Loan DIP Facility, all references in this Agreement to Required Consenting Second Lien Lenders shall mean the Required Term Loan DIP Lenders.

"**Required Consenting Stakeholder Election**" means, to the extent that the Consenting Stakeholder Purchaser is the Successful Bidder for all, substantially all, or one or more groups of the Debtors' assets, the Required Consenting Stakeholders' election to consummate such Restructuring Transaction as a Sale Scenario or an Equitization Scenario.

"**Required Consenting Stakeholders**" means, collectively, the Required Term Loan DIP Lenders, the Required Consenting First Lien Lenders, and the Required Consenting Second Lien Lenders.

"**Required Term Loan DIP Lenders**" means at least two (2) unaffiliated Consenting Term Loan DIP Lenders holding at least 50.1% of the aggregate outstanding principal amount of Term Loan DIP Facility Agreement Claims held by all Consenting Term Loan DIP Facility Lenders.

"**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' businesses as a whole.

"**Restructuring Term Sheet**" has the meaning set forth in the recitals to this Agreement.

"**Restructuring Transactions**" has the meaning set forth in the recitals to this Agreement.

"**Rules**" means Rule 501(a)(1), (2), (3), and (7) of the Securities Act.

"**Second Lien Credit Agreement**" means that certain Junior Lien Credit Agreement, dated as of December 22, 2020 (as amended or supplemented by that certain Amendment No. 1 to Junior Lien Credit Agreement, dated as of April 20, 2021, that certain Waiver to Junior Lien Credit Agreement, dated as of March 24, 2022, that certain Amendment No. 2 to Junior Lien Credit Agreement, dated as of April 7, 2022 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, by and among Sungard AS New Holdings III, LLC, the Borrower, Sungard As Holdings II, LLC, the Lenders from time to time party thereto and Alter Domus Products Corp., as Administrative Agent.

"**Second Lien Credit Agreement Claims**" means any Claim against a Company Party arising under, derived from, secured by, based on, or related to the Second Lien Credit Agreement or any other agreement, instrument or document executed at any time in connection therewith including all obligations and any guaranty thereof.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Solicitation Materials**" means the solicitation materials with respect to the Plan.

"**Successful Bidder**" means the bidder for all, substantially all, or one or more groups of the Debtors' assets that is determined to have submitted the highest or best bid for such assets pursuant to the Bidding Procedures Order and the Bidding Procedures.

"**Sungard AS**" has the meaning set forth in the preamble to this Agreement.

"**Sungard AS Global**" means, collectively, the Company Parties and their foreign and non-debtor subsidiaries and affiliates.

"**Take Back Debt Facility**" means a first lien credit facility, which may be incurred by a Reorganized Debtor on the Plan Effective Date, as set forth in the Plan, and all related loan documents in connection therewith, and which shall consist of other terms and conditions to be agreed by the applicable Parties in accordance with this Agreement.

"**Take Back Debt Facility Documents**" means the documents governing the Take Back Debt Facility, including the credit agreement, any amendments, modifications, and supplements thereto, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements or modifications of any of the foregoing) related to or executed in connection therewith.

"**Term Loan DIP Facility**" means the loans under the debtor in possession financing facility on the terms and conditions set forth in the term sheet attached hereto as **Exhibit D** (the "**Term Loan DIP Term Sheet**") and on other terms and conditions to be agreed by the Company Parties and the Term Loan DIP Lenders, not inconsistent with the Term Loan DIP Term Sheet.

"**Term Loan DIP Documents**" means the documents governing the Term Loan DIP Facility, including the Term Loan DIP Term Sheet and the DIP Orders and any amendments, modifications, and supplements thereto, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements or modifications of any of the foregoing) related to or executed in connection therewith, including the Term Loan DIP Term Sheet.

"**Term Loan DIP Facility Agreement Claims**" means any Claim against a Company Party arising under, derived from, secured by, based on, or related to the Term Loan DIP Facility or any other agreement, instrument or document executed at any time in connection therewith including all obligations and any guaranty thereof.

"**Term Loan DIP Lenders**" means the lenders providing the Term Loan DIP Facility under the Term Loan DIP Documents.

"**Term Sheets**" means, collectively, the term sheets attached as exhibits to this Agreement, including the Restructuring Term Sheet and the DIP Term Sheets.

"**Termination Date**" means the date on which termination of this Agreement as to a Party is effective in accordance with Sections 11.01, 11.02, 11.04 or 11.05.

"**Transfer**" means to sell, resell, reallocate, use, pledge, assign, transfer, hypothecate, participate, donate or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales or other transactions).

"**Transfer Agreement**" means an executed form of the transfer agreement providing, among other things, that a transferee is bound by the terms of this Agreement and substantially in the form attached hereto as **Exhibit F**.

1.02. Interpretation. For purposes of this Agreement:

(a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;

(b) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

(c) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(d) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, supplemented, or otherwise modified from time to time; provided that any capitalized terms herein which are defined with reference to another agreement, are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the date hereof;

(e) unless otherwise specified, all references herein to "Sections" are references to Sections of this Agreement;

(f) the words "herein," "hereof," and "hereto" refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

(g) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

(h) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable limited liability company Laws;

(i) the use of "include" or "including" is without limitation, whether stated or not; and

(j) the phrase "counsel to the Consenting Stakeholders" refers in this Agreement to counsel specified in Section 14.10 other than counsel to the Company Parties.

Section 2. ***Effectiveness of this Agreement.*** This Agreement shall become effective and binding upon each of the Parties at 12:01 a.m., prevailing Eastern time, on the Agreement Effective

Date, which is the date on which all of the following conditions have been satisfied or waived in accordance with this Agreement:

(a) each of the Company Parties shall have executed and delivered counterpart signature pages of this Agreement to counsel to the Consenting Stakeholders;

(b) the following shall have executed and delivered counterpart signature pages of this Agreement to counsel to the Company Parties and counsel to the Consenting Stakeholders:

(i) holders of at least two-thirds (2/3) of the aggregate outstanding principal amount of the First Lien Credit Agreement Claims; and

(ii) holders of at least two-thirds (2/3) of the aggregate outstanding principal amount of the Second Lien Credit Agreement Claims;

(c) counsel to the Company Parties shall have given notice to counsel to the Consenting Stakeholders in the manner set forth in Section 14.10 hereof (by email or otherwise) that the conditions to the Agreement Effective Date set forth in this Section 2 have occurred.

Section 3. ***Definitive Documents.***

3.01. The Definitive Documents governing the Restructuring Transactions shall include, as applicable and dependent upon the Restructuring Transaction actually implemented as determined in accordance with the Restructuring Term Sheet: (A) the Plan; (B) the Disclosure Statement; (C) the Confirmation Order; (D) the Solicitation Materials and any motion seeking approval thereof; (E) the order of the Bankruptcy Court conditionally approving the Disclosure Statement and the Solicitation Materials; (F) the First Day Pleadings and all orders sought pursuant thereto; (G) the Plan Supplement; (H) the DIP Orders, ABL DIP Documents, Term Loan DIP Documents and DIP Motion; (I) the Bidding Procedures, the Bidding Procedures Order and the motion seeking approval thereof; (J) the Take Back Debt Facility Documents; (K) the Purchase Agreement (as defined in the Restructuring Term Sheet); (L) a written contribution and direction agreement by and among the Consenting Stakeholders; (M) the corporate governance documents and other organizational documents of any Reorganized Debtor and its subsidiaries; and (N) such other agreements and documentation reasonably desired or necessary to consummate and document the Restructuring Transactions.

3.02. The Definitive Documents (and, consistent with Section 12 hereof, any modifications, restatements, supplements or amendments to any of them) not executed or in a form attached to this Agreement as of the Execution Date remain subject to negotiation in good faith and completion. Upon completion, the Definitive Documents and every other document, deed, agreement, filing, notification, letter or instrument relating to the Restructuring Transactions shall contain terms, conditions, representations, warranties, and covenants consistent in all material respects with the terms of this Agreement (including the Term Sheets) and be in form and substance reasonably satisfactory in all respects to each of: (i) the Company Parties; and (ii) the Required Consenting Stakeholders.

Section 4. ***Commitments of the Consenting Stakeholders.***

4.01. Affirmative Commitments. During the Agreement Effective Period, each Consenting Stakeholder severally, and not jointly, agrees in respect of itself and all of its Company Claims/Interests (as applicable) pursuant to this Agreement to:

(a) support the Restructuring Transactions and vote and exercise any powers or rights available to it (including in any shareholders' or creditors' meeting or in any process requiring voting or approval to which they are legally entitled to participate in their capacity as holders of Company Claims/Interests (as applicable)), in each case, in favor of any matter requiring approval to the extent necessary to implement the Restructuring Transactions, including the Equitization Scenario and the Sale Scenario, as applicable;

(b) use commercially reasonable efforts to cooperate with and assist the Company Parties in obtaining additional support for the Restructuring Transactions from the Company Parties' other stakeholders;

(c) use commercially reasonable efforts to oppose any party or person taking or seeking to take any actions contemplated in Section 4.02 of this Agreement;

(d) provide the Company with a Reserve Price by the Milestone set forth in Section 11.03(viii);

(e) validly and timely deliver, and not withdraw, the consents, proxies, signature pages, tenders, ballots or other means of voting or participating in the Restructuring Transactions with respect to all of its Company Claims/Interests (which, for the avoidance of doubt, shall mean all of the Credit Agreement Claims and existing Interests in the Company Parties set forth in such Transfer Agreement or Joinder, as applicable, together with any other Company/Claims Interests including any Claims in respect of the loans under the Term Loan DIP Facility, as applicable, acquired during the Agreement Effective Period);

(f) give any notice, order, instruction or direction to the applicable Administrative Agent under the applicable Credit Agreements necessary or appropriate to give effect to the Restructuring Transactions, or, as applicable, the agent under the Term Loan DIP Facility;

(g) subject to the consent rights set forth in Section 3.02 hereof, negotiate in good faith and use commercially reasonable efforts to execute, deliver and implement the Definitive Documents and any other required agreements to effectuate and consummate the Restructuring Transactions as contemplated by this Agreement;

(h) cooperate and coordinate with the Company Parties and use commercially reasonable efforts to support and consummate the Restructuring Transactions, including in each of the Equitization Scenario and the Sale Scenario, to the extent applicable, and execute any document and give any notice, order, instruction or direction necessary to support, facilitate, implement, consummate or otherwise give effect to the Restructuring Transactions, including, for the avoidance of doubt, using commercially reasonable efforts to obtain any necessary federal,

state, local and foreign regulatory approvals necessary to consummate the Restructuring Transactions;

(i) cooperate in good faith and coordinate with the Company Parties to structure and implement the Restructuring Transactions in a tax efficient manner; and

(j) negotiate in good faith and use commercially reasonable efforts to execute and deliver any appropriate additional or alternative provisions or agreements to address any legal, financial or structural impediment that may arise that would prevent, hinder, impede, delay or are necessary to effectuate the consummation of the Restructuring Transactions.

4.02. Negative Commitments. Except as set forth in Section 5, during the Agreement Effective Period, each Consenting Stakeholder severally, and not jointly, agrees in respect of all of its Company Claims/Interests (as applicable) pursuant to this Agreement that it shall not, directly or indirectly, and shall not direct any other person to:

(a) object to, delay, impede, or take any other action that is reasonably likely to interfere with the acceptance, implementation, or consummation of the Restructuring Transactions;

(b) object to, delay, impede, or take any other action that is reasonably likely to delay, impede, interfere with or frustrate (A) the use of cash collateral or the incurrence of any debtor in possession financing by the Debtors during the pendency of the Chapter 11 Cases on the terms set forth in the DIP Orders or (B) implementation of the Sale Scenario pursuant to the Bidding Procedures and the Bidding Procedures Order;

(c) exercise any right or remedy for the enforcement, collection, or recovery of any of the Claims against, or Interests in, the Company Parties other than in accordance with this Agreement and the Definitive Documents;

(d) propose, file, support, solicit, or vote for any Alternative Restructuring Proposal;

(e) file or have filed on its behalf any motion, pleading, or other document, including the Definitive Documents, with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement, any other Definitive Documents, or the Plan;

(f) initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to the Chapter 11 Cases, this Agreement, or the Restructuring Transactions contemplated herein against the Company Parties or the other Parties other than to enforce this Agreement or any Definitive Document or as otherwise permitted under this Agreement;

(g) exercise any right or remedy for the enforcement, collection or recovery of any Company Claims/Interests including rights or remedies arising from or asserting or bringing any

claims under or with respect to the applicable Credit Agreements or its Interests in the Company Parties;

(h) object to, delay, impede, or take any other action to interfere with the Company Parties' ownership and possession of their assets, wherever located, or interfere with the automatic stay arising under section 362 of the Bankruptcy Code; or

(i) to the extent the Reserve Price is set pursuant to Section 11.03, provide a credit bid in excess of such Reserve Price.

4.03. Commitments with Respect to Chapter 11 Cases.

(a) During the Agreement Effective Period and as and to the extent applicable, each Consenting Stakeholder that is entitled to vote to accept or reject the Plan pursuant to its terms agrees severally, and not jointly, that it shall, subject to receipt by such Consenting Stakeholder of the Solicitation Materials after the commencement of the Chapter 11 Cases:

(i) support confirmation of the Plan, including the solicitation, confirmation and consummation of the Plan, as may be applicable and will not direct and/or instruct any Administrative Agent under the applicable Credit Agreements to take any actions inconsistent with this Agreement;

(ii) vote each of its Company Claims/Interests to accept the Plan by delivering its duly executed and completed ballot accepting the Plan on a timely basis following the commencement of the solicitation of the votes on the Plan and its actual receipt of the Solicitation Materials and the applicable ballot(s);

(iii) to the extent it is required to vote pursuant to Section (ii) and is permitted to elect whether to opt out of the releases set forth in the Plan, elect not to opt out of the releases set forth in the Plan by timely delivering its duly executed and completed ballot(s) indicating such election; and

(iv) not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) any support, vote or election referred to in clauses (a)(i), (ii) and (iii) above; provided, however, that nothing in this Agreement shall prevent any Consenting Stakeholder from changing, withholding, amending or revoking (or causing the same) its vote, election, or consent with respect to the Plan if this Agreement has been terminated with respect to such Consenting Stakeholder in accordance with its terms.

(b) During the Agreement Effective Period, each Consenting Stakeholder severally, and not jointly, agrees, in respect of each of its Company Claims/Interests, that it will support, and will not directly or indirectly object to, delay, impede, or take any other action to interfere with, any motion or other pleading or document filed by a Company Party in the Bankruptcy Court that is consistent with this Agreement.

(c) No Expenses or Liabilities. Nothing in this Agreement shall require any Consenting Stakeholder to incur any material expenses, liabilities, or other obligations, or agree to

any commitments, undertakings, concessions, indemnities, or other arrangements that could result in expenses, liabilities, or other obligations to any Consenting Stakeholder other than as contemplated by this Agreement. Notwithstanding the immediately preceding sentence, nothing in this Section 4.03 shall serve to limit, alter or modify any Consenting Stakeholder's express obligations under the terms of this Agreement.

Section 5. ***Additional Provisions Regarding the Consenting Stakeholders' Commitments.*** Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall: (a) affect the ability of any Consenting Stakeholder to consult with any other Consenting Stakeholder, the Company Parties, or any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee); (b) impair or waive the rights of any Consenting Stakeholder to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; or (c) prevent any Consenting Stakeholder from enforcing this Agreement or from contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

Section 6. ***Commitments of the Company Parties.***

6.01. Affirmative Commitments. Except as set forth in Section 7, during the Agreement Effective Period, each of the Company Parties shall:

(a) support and take all steps reasonably necessary and desirable to consummate the Restructuring Transactions in accordance with this Agreement;

(b) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring Transactions contemplated herein, support and take all steps reasonably necessary and desirable to address any such impediment;

(c) subject to the consent rights set forth in Section 3.02 hereof, negotiate in good faith and use commercially reasonable efforts to execute, deliver and implement the Definitive Documents and any other required agreements to effectuate and consummate the Restructuring Transactions as contemplated by this Agreement;

(d) use commercially reasonable efforts to provide counsel for the Consenting Stakeholders a reasonable opportunity (which shall be no less than two (2) Business Days prior to the date when the Company Parties intend to file such documents, absent exigent circumstances, and, without limiting any consent rights set forth in this Agreement, consult in good faith with respective counsel to the Consenting Stakeholders regarding the form and substance of any such proposed filing) to review draft copies of all substantive pleadings and proposed orders;

(e) cooperate and coordinate with the Consenting Stakeholders and use commercially reasonable efforts to support and consummate the Restructuring Transactions, including in each of the Equitization Scenario and the Sale Scenario, to the extent applicable, and execute any document and give any notice, order, instruction or direction in each case reasonably necessary to support, facilitate, implement, consummate or otherwise give effect to the Restructuring Transactions, including, for the avoidance of doubt, using commercially reasonable efforts to

obtain any necessary federal, state, local and foreign regulatory and/or third party approvals necessary to consummate the Restructuring Transactions;

(f) cooperate in good faith and coordinate with the Consenting Stakeholders to structure and implement the Restructuring Transactions in a tax efficient manner;

(g) negotiate in good faith and use commercially reasonable efforts to execute and deliver any appropriate additional or alternative provisions or agreements to address any legal, financial or structural impediment that may arise that would prevent, hinder, impede, delay or are necessary to effectuate the consummation of the Restructuring Transactions;

(h) use commercially reasonable efforts to oppose any party or person taking or seeking to take any actions contemplated in Section 6.02 of this Agreement;

(i) timely file a formal objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order (i) directing the appointment of a trustee or examiner (with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code), (ii) converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, and/or (iii) dismissing the Chapter 11 Cases; and

(j) under the circumstances outlined in the Bidding Procedures, pursue a sale process, including engaging in negotiations with one or more third parties that the Company Parties determine, in the exercise of reasonable business judgment, proposes, or would reasonably be expected to propose, a transaction which would result in an Acceptable Sale or Multiple Sales during the Chapter 11 Cases in accordance with this Agreement, the Restructuring Term Sheet, the Plan and the Bidding Procedures, it being understood that nothing herein shall limit the ability of the Company Parties to take the actions contemplated by Section 7.01 or otherwise limit its ability to take all actions necessary to pursue the Restructuring Transactions consistent with this Agreement.

6.02. Negative Commitments. Except as set forth in Section 7, during the Agreement Effective Period, each of the Company Parties shall not directly or indirectly, and shall not direct any other person to, to the extent applicable,:

(a) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(b) take any action that is inconsistent with, or is intended to frustrate or impede approval, implementation and consummation of the Restructuring Transactions described in, this Agreement or the Plan;

(c) modify the Plan, in whole or in part, in a manner that is not consistent with this Agreement in all material respects; or

(d) file any motion, pleading, or other document, including the Definitive Documents, with the Bankruptcy Court or any other court (including any modifications or amendments thereof)

that, in whole or in part, is not materially consistent with this Agreement, any other Definitive Documents, or the Plan.

Section 7. ***Additional Provisions Regarding Company Parties' Commitments.***

7.01. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require a Company Party or the board of directors, board of managers, or similar governing body of a Company Party (including any directors, officers, managers, or employees of an equity holder in their capacity as a member of any such body), after consulting with counsel, to take any action or to refrain from taking any action with respect to the Restructuring Transactions to the extent taking or failing to take such action would be inconsistent with applicable Law or its fiduciary obligations under applicable Law, and any such action or inaction pursuant to this Section 7.01 shall not be deemed to constitute a breach of this Agreement.

7.02. Notwithstanding anything to the contrary in this Agreement, but subject to the terms of Section 7.01, each Company Party and its respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives: shall have the right to: (a) consider, respond to, and facilitate Alternative Restructuring Proposals; (b) provide access to non-public information concerning any Company Party to any Entity or enter into a Confidentiality Agreement or nondisclosure agreement with any Entity that the Company Parties determine, in the exercise of reasonable business judgment, under the circumstances outlined in the Bidding Procedures, proposes, or would reasonably be expected to propose, a transaction which would or would reasonably be expected to, result in an Acceptable Sale or Multiple Sales; (c) maintain or continue discussions or negotiations with respect to Alternative Restructuring Proposals; (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternative Restructuring Proposals; and (e) enter into or continue discussions or negotiations with holders of Claims against, or Interests in, a Company Party (including any Consenting Stakeholder), any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee), or any other Entity regarding the Restructuring Transactions or Alternative Restructuring Proposals. At all times prior to the date on which the Company Parties enter into a definitive agreement in respect of such an Alternative Restructuring Proposal or make a public announcement regarding their intention to do so, the Company Parties shall, on a confidential basis (x) provide counsel to the Consenting Stakeholders a copy of any written offer or proposal (and notice and a description of any oral offer or proposal) for such Alternative Restructuring Proposal within two (2) Business Days of the Company Parties' or their advisors' receipt of such offer or proposal and (y) provide such information to the foregoing advisors regarding any discussions relating to an Alternative Restructuring Proposal (including copies of any materials provided to such parties hereunder) as necessary to keep counsel to the Consenting Stakeholders reasonably informed as to the status and substance of such discussions.

7.03. Nothing in this Agreement shall: (a) impair or waive the rights of any Company Party to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; or (b) prevent any Company Party from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

7.04. Nothing in this Agreement shall create any additional fiduciary obligations on the part of any Company Party or any members, partners, managers, managing members, equity holders, officers, directors, employees, advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents or other representatives of the same or their respective affiliated entities, in such person's capacity as a member, partner, manager, managing member, equity holder, officer, director, employee, advisor, principal, attorney, professional, accountant, investment banker, consultant, agent or other representative of such Company Party or its affiliated entities, that such persons or entities did not have prior to the execution of this Agreement.

Section 8. ***Transfer of Interests and Securities.***

8.01. During the Agreement Effective Period, no Consenting Stakeholder shall Transfer any ownership (including any beneficial ownership as defined in the Rule 13d-3 under the Securities Exchange Act of 1934, as amended) in any Company Claims/Interests to any affiliated or unaffiliated party, including any party in which it may hold a direct or indirect beneficial interest, unless, in the case of any Company Claims/Interests, the transferee either (i) is a Consenting Stakeholder or (ii) executed and delivers to counsel to the Company Parties, at or before the time of the proposed Transfer, a Transfer Agreement or a Joinder.

8.02. Upon compliance with the requirements of Section 8.01, the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of the rights and obligations in respect of such transferred Company Claims/Interests. Any Transfer in violation of Section 8.01 shall be void *ab initio*.

8.03. With respect to the Transfer of any Interests only, such Transfer shall not in the reasonable business judgment of the Company Parties and its legal and tax advisors adversely (a) affect the Company Parties' ability to maintain the value of and utilize their net operating loss carryforwards or other tax attributes or (b) the Company Parties' ability to obtain the regulatory consents or approvals necessary to effectuate the Restructuring Transactions.

8.04. This Agreement shall in no way be construed to preclude any Consenting Stakeholder from acquiring additional Company Claims/Interests to the extent such acquisition will not adversely impact the Company Parties; provided, however, that (a) such additional Company Claims/Interests shall automatically and immediately upon acquisition by a Consenting Stakeholder be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to counsel to the Company Parties or counsel to the Consenting Stakeholders, if applicable) and (b) such Consenting Stakeholder must provide notice of such acquisition (including the amount and type of Company Claim/Interest acquired) to counsel to the Company Parties within three (3) Business Days of such acquisition. For the avoidance of doubt, any party that becomes a Term Loan DIP Lender or otherwise holds a Term Loan DIP Facility Agreement Claim under the Term Loan DIP Facility shall, as a condition to becoming a Term Loan DIP Lender or otherwise holding such Term Loan DIP Facility Agreement Claim, (y) become a Consenting Stakeholder under this Agreement with respect to such Term Loan DIP Facility Agreement Claim and (z) be bound to this Agreement in its capacity as a Term Loan DIP Lender and a Consenting Stakeholder (in addition to any other capacity).

8.05. This Section 8 shall not impose any obligation on any Company Party to issue any "cleansing letter" or otherwise publicly disclose information for the purpose of enabling a Consenting Stakeholder to Transfer any of its Company Claims/Interests. Notwithstanding anything to the contrary herein, to the extent a Company Party and another Party have entered into a Confidentiality Agreement, the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations (including any obligation by any Company Party to issue a "cleansing letter" or otherwise make a public disclosure of information) otherwise arising under such Confidentiality Agreements.

8.06. Notwithstanding Section 8.01, a Qualified Marketmaker that acquires any Company Claims/Interests with the purpose and intent of acting as a Qualified Marketmaker for such Company Claims/Interests shall not be required to execute and deliver a Transfer Agreement in respect of such Company Claims/Interests if (i) such Qualified Marketmaker subsequently transfers such Company Claims/Interests (by purchase, sale assignment, participation, or otherwise) within five (5) Business Days of its acquisition to a transferee that is an Entity that is not an affiliate, affiliated fund, or affiliated entity with a common investment advisor; (ii) the transferee otherwise is a Permitted Transferee under Section 8.01; and (iii) the Transfer otherwise is a Permitted Transfer under Section 8.01. To the extent that a Consenting Stakeholder is acting in its capacity as a Qualified Marketmaker, it may Transfer (by purchase, sale, assignment, participation, or otherwise) any right, title or interests in Company Claims/Interests that the Qualified Marketmaker acquires from a holder of the Company Claims/Interests who is not a Consenting Stakeholder without the requirement that the transferee be a Permitted Transferee. In the event any Qualified Marketmaker is a Consenting Stakeholder as of the Agreement Effective Date, its obligations hereunder shall be limited to the Claims/Interests it beneficially owns as of the Agreement Effective Date.

8.07. Notwithstanding anything to the contrary in this Section 8, the restrictions on Transfer set forth in this Section 8 shall not apply to the grant of any liens or encumbrances on any claims and interests in favor of a bank or broker-dealer holding custody of such claims and interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such claims and interests.

Section 9. ***Representations and Warranties of Consenting Stakeholders.*** Each Consenting Stakeholder severally, and not jointly, represents and warrants that, as of the date such Consenting Stakeholder executes and delivers this Agreement (or Joinder or Transfer Agreement, as applicable) and as of the Plan Effective Date:

(a) it is the beneficial or record owner of the face amount of the Company Claims/Interests or is the nominee, investment manager, or advisor for beneficial holders of the Company Claims/Interests reflected in, and, having made reasonable inquiry, is not the beneficial or record owner of any Company Claims/Interests, other than those reflected in, such Consenting Stakeholder's signature page to this Agreement, Joinder or a Transfer Agreement, as applicable

(as may be updated pursuant to Section 8);

(b) it has the full power and authority to act on behalf of, vote and consent to matters concerning, such Company Claims/Interests;

(c) such Company Claims/Interests are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition, transfer, or encumbrances of any kind, that would adversely affect in any way such Consenting Stakeholder's ability to perform any of its obligations under this Agreement at the time such obligations are required to be performed;

(d) it has the full power to vote, approve changes to, and transfer all of its Company Claims/Interests as contemplated by this Agreement subject to applicable Law;

(e) (i) it is either (A) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (B) not a U.S. person (as defined in Regulation S of the Securities Act), or (C) an institutional accredited investor (as defined in the Rules), and (ii) any securities acquired by the Consenting Stakeholder in connection with the Restructuring Transactions will have been acquired for investment and not with a view to distribution or resale in violation of the Securities Act;

(f) it is validly existing and in good standing under the Laws of the state of its organization, and this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability; and

(g) except as expressly provided by this Agreement, it is not party to any restructuring or similar agreements or arrangements with any other Entity or person with respect to Company Claims/Interests that have not been disclosed to all Parties to this Agreement.

Section 10. ***Representations, Warranties and Covenants of Company Parties.*** Each of the Company Parties, severally, and not jointly, represents, warrants, and covenants to each other Party, severally and not jointly, as of the date such Party executes and delivers this Agreement, and as of the Plan Effective Date:

(a) it is validly existing and in good standing under the Laws of the state of its organization, and this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) except as expressly provided in this Agreement, the CCAA or the Bankruptcy Code, no consent or approval is required by any other person or Entity in order for it to effectuate

the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement;

(c) the entry into and performance by it of, and the transactions contemplated by, this Agreement do not, and will not, conflict in any material respect with any Law or regulation applicable to it or with any of its articles of association, memorandum of association or other constitutional documents;

(d) except as expressly provided in this Agreement, it has (or will have, at the relevant time) all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement and to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement; and

(e) except as expressly provided by this Agreement, it is not party to any restructuring or similar agreements or arrangements with the other Parties with respect to Company Claims/Interests that have not been disclosed to all Parties to this Agreement.

Section 11. ***Termination Events*****.**

11.01. Consenting First Lien Lender and Consenting Second Lien Lender Termination Events. In accordance with Section 14.10 hereof, by the delivery to the Company Parties of a written notice, this Agreement may be terminated by (i) the Required Consenting First Lien Lenders as to all Consenting First Lien Lenders or (ii) the Required Consenting Second Lien Lenders as to all Consenting Second Lien Lenders upon the occurrence and continuation of any of the following events, unless waived, in writing, by (x) the Required Consenting First Lien Lenders or (y) the Required Consenting Second Lien Lenders, as applicable on a prospective or retroactive basis (collectively, the "**Consenting First Lien Lender/Second Lien Lender Termination Events**"):

(a) the occurrence of a material breach of this Agreement by any Company Party, which breach has not been cured (if susceptible to cure) within five (5) Business Days after written notice in accordance with Section 14.10 hereof to the Company Parties and the non-terminating Parties;

(b) the occurrence of any Event of Default under the ABL DIP Facility or Term Loan DIP Facility, which Event of Default results in the termination of the ABL DIP Facility or Term Loan DIP Facility by the ABL DIP Lenders or Term Loan DIP Lenders, as applicable;

(c) the conversion of one or more of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, or the filing of a motion by a Company Party seeking such relief;

(d) the dismissal of one or more of the Chapter 11 Cases, or the filing of a motion by a Company Party seeking such relief;

(e) the appointment of a trustee, receiver or examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code in one or more of the Chapter 11 Cases, or the filing of a motion by a Company Party seeking such relief;

(f) the rejection of this Agreement, or the filing of a motion by a Company Party seeking such relief;

(g) if (i) any Definitive Document does not materially comply with Section 3 of this Agreement, (ii) any other document or agreement necessary to consummate the Restructuring Transactions is not reasonably satisfactory to the Required Consenting First Lien Lenders or the Required Consenting Second Lien Lenders, as applicable, or (iii) the Company withdraws the Plan without the consent of the Required Consenting Stakeholders as set forth in the Restructuring Term Sheet;

(h) any Company Party files, amends, or modifies, or files a pleading seeking approval of, any Definitive Document or authority to amend or modify any Definitive Document, in a manner that is materially inconsistent with, or constitutes a material breach of, this Agreement without the prior written consent of the applicable threshold of Consenting Stakeholders;

(i) any Company Party (i) makes a public announcement that it intends to accept an Alternative Restructuring Proposal or (ii) enters into a definitive agreement with respect to an Alternative Restructuring Proposal that, for the avoidance of doubt, is not an Acceptable Sale or Multiples Sales;

(j) the failure to meet a Milestone (other than with respect to the Required Consenting Stakeholders' obligation to provide the Reserve Price), unless such failure is result of any act, omission, or delay on the part of the terminating Consenting Stakeholder in violation of its obligations under this Agreement;

(k) other than as contemplated pursuant to the Restructuring Transactions, any Company Party files any motion or application seeking authority to sell any material assets without the prior written consent of the Required Consenting Stakeholders;

(l) the issuance by any governmental authority, including the Bankruptcy Court, any regulatory authority or any other court of competent jurisdiction, of any ruling or order enjoining the substantial consummation of the Restructuring Transactions; provided, however, that the Company Parties shall have five (5) Business Days after the issuance of such ruling or order to obtain relief that would allow consummation of the Restructuring Transactions in a manner that (A) does not prevent or diminish in a material way compliance with the terms of this Agreement, or (B) is reasonably acceptable to the Required Consenting Stakeholders;

(m) the Bankruptcy Court enters any order authorizing the use of post-petition financing that is not in a form and substance acceptable to the Required Consenting Stakeholders;

(n) any Company Party files a motion, application, or adversary proceeding (or any Company Party supports any such motion, application, or adversary proceeding filed or commenced by any third party) challenging the validity, enforceability, perfection, or priority of, or seeking avoidance or subordination of, any portion of the Loans or asserting any other cause of action against the Consenting First Lien Lenders or the Consenting Second Lien Lenders, as applicable, or with respect to or relating to such Loans or the prepetition liens securing any of the Loans;

(o) if the Bankruptcy Court enters an order in the Chapter 11 Cases terminating any Company Party's exclusive right to file a plan or plans of reorganization or to solicit acceptances thereof pursuant to section 1121 of the Bankruptcy Code;

(p) the Bankruptcy Court enters an order granting relief from the automatic stay imposed by section 362 of the Bankruptcy Code authorizing any party to proceed against any material asset of any Company Party or that would materially and adversely affect any Company Party's ability to operate their businesses in the ordinary course;

(q) if (A) any of the Sale Order, Confirmation Order or the order(s) approving the Disclosure Statement or Solicitation Materials is reversed, stayed, dismissed, vacated, reconsidered, modified or amended without the consent of the Required Consenting Stakeholders, or (B) a motion for reconsideration, reargument, or rehearing with respect to any such order has been filed and the Company Parties have failed to timely object to such motion;

(r) (i) the Required Consenting First Lien Lenders or (ii) the Required Consenting Second Lien Lenders terminate this Agreement pursuant to this Section 11.01; or

(s) the Company Parties deliver a notice in connection with Section 7.01 hereof.

11.02. Company Party Termination Events. In accordance with Section 14.10 hereof, by the delivery to counsel to the Consenting Stakeholders of a written notice, this Agreement may be terminated by the Company Parties upon the occurrence and continuation of any of the following events, unless waived, in writing, by the Company Parties on a prospective or retroactive basis (collectively, the "**Company Termination Events**"):

(a) the breach in any material respect by one or more of the Consenting Stakeholders holding an amount of First Lien Credit Agreement Claims and Second Lien Credit Agreement Claims that would result in non-breaching Consenting First Lien Lenders and the Consenting Second Lien Lenders, holding less than two-thirds of the aggregate principal amount of First Lien Credit Agreement Claims and Second Lien Credit Agreement Claims, of any provision set forth in this Agreement that could reasonably be expected to have a material adverse impact on the consummation of the Restructuring Transactions that (to the extent curable) remains uncured for a period of seven (7) Business Days after the receipt by the Consenting First Lien Lenders or the Consenting Second Lien Lenders, as applicable of notice of such breach to all Parties of such breach and a description thereof;

(b) to the extent consistent with Section 7.01 hereof, the board of directors, board of managers, or such similar governing body of any Company Party determines, after consulting with counsel, (i) that proceeding with any of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal;

(c) (i) the Required Consenting First Lien Lenders or (ii) the Required Consenting Second Lien Lenders terminate this Agreement pursuant to Section 11.01 hereof; or

(d) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for thirty (30) days after such terminating Company Party transmits a written notice in accordance with Section 14.10 hereof detailing any such issuance; provided, however, that the Company Parties have made commercially reasonable, good faith efforts to cure, vacate or have overruled such ruling or order prior to terminating this Agreement; provided, further, that this termination right shall not apply to or be exercised by any Company Party that sought or requested such ruling or order in contravention of any obligation or restriction set out in this Agreement.

11.03. Milestones. The following Milestones shall apply to this Agreement unless extended or waived in writing by each of the Company Parties and the Required Consenting Stakeholders:

(i) by no later than April 11, 2022, the Debtors shall have commenced the Chapter 11 Cases;

(ii) by no later than April 14, 2022, the Bankruptcy Court shall have entered the Interim DIP Order;

(iii) by no later than April 22, 2022, the Debtors shall have filed the motion for approval of the Bidding Procedures;

(iv) by no later than May 11, 2022, the Debtors shall have provided a draft Lease Rationalization Plan to the Consenting Stakeholders;

(v) by no later than May 13, 2022, the Bankruptcy Court shall have entered the Final DIP Order and the Bidding Procedures Order;

(vi) by no later than May 20, 2022, the Debtors shall have delivered a draft Business Plan to the Consenting Stakeholders;

(vii) by no later than May 21, 2022, the Debtors and the Required Consenting Stakeholders shall have agreed on an acceptable Lease Rationalization Plan;

(viii) by no later than June 3, 2022, the Debtors shall have filed the Plan, the Disclosure Statement, and the Solicitation Materials;

(ix) by no later than June 7, 2022, the Debtors and the Required Consenting Stakeholders shall have agreed on an acceptable Business Plan;

(x) by no later than June 27, 2022, the Required Consenting Stakeholders shall have provided the Debtors with the Reserve Price;

(xi) by no later than two (2) Business Days after the Required Consenting Stakeholders provide the Debtors with the Reserve Price, the Debtors shall have filed with the Bankruptcy Court a notice of the Reserve Price;

(xii) to the extent applicable, by no later than seven (7) days after the Debtors' determination that the Consenting Stakeholder Purchaser's bid for all, substantially all, or any group of the Debtors' assets is the Successful Bid for such assets pursuant to the Bidding Procedures Order, the Consenting Stakeholder Purchaser shall have made the Required Consenting Stakeholder Election with respect to such assets;

(xiii) to the extent applicable, by no later than July 29, 2022, the Bankruptcy Court shall have entered an order approving the Disclosure Statement and the Confirmation Order; and

(xiv) to the extent applicable, by no later than August 5, 2022, the Plan Effective Date shall have occurred or, in the event of the Sale Scenario to the Consenting Stakeholder Purchaser, the consummation of such sale shall have occurred.

11.04. Sale Process Milestones. The following Sale Process Milestones shall apply to this Agreement unless extended or waived in writing by each of the Company Parties and the Required Consenting Stakeholders:

(i) Milestones for the sale of Pantheon:

(A) by no later than May 14, 2022, the deadline to submit second round bids shall have occurred;

(B) by no later than June 30, 2022, a definitive agreement for a sale with a purchase price reasonably acceptable to the Required Consenting Stakeholders shall have been executed; and

(C) by no later than September 15, 2022, the closing of such sale shall have occurred.

(ii) Milestones for the sale of either (i) all or substantially all remaining assets of the Debtors or (ii) one or more subsets thereof, which must include Bravo and/or Eagle and may include any other remaining assets:

(A) by no later than July 7, 2022, the Bid Deadline shall have occurred;

(B) by no later than July 12, 2022, to the extent more than one Qualified Bid in excess of the applicable Reserve Price is received for (i) all or substantially all assets or (ii) one or more subsets thereof, an auction for such assets shall have occurred;

(C) by no later than July 14, 2022, the Bankruptcy Court shall have entered an order approving the sale of such assets; *provided*,

however, that in the event the Consenting Stakeholder Purchaser's bid is the only Qualified Bid for such assets, this Milestone shall be automatically extended by seven (7) days and, should the Consenting Stakeholder Purchaser elect to consummate such transaction through the Plan pursuant to the Required Consenting Stakeholder Election, this Milestone shall not apply. To the extent Bravo or Eagle is not included in such transaction, the sale of Bravo or Eagle will be subject to Milestones to be agreed upon, by no later than July 14, 2022, by the Debtors and the Required Consenting Stakeholders which shall include Milestones for (i) the Bid Deadline, (ii) an auction, (iii) the Bankruptcy Court's entry of an order approving the sale, and (iv) the closing of the sale; and

(D) by no later than July 29, 2022, subject to Sections 11.03(xiv) and 11.04(i)(C), the closing of sale(s) of all or substantially all assets of the Debtors, including Bravo and Eagle, shall have occurred; *provided*, *however*, that (i) such date may be extended for an additional one month, solely to the extent that the Company Parties have otherwise complied with the terms of the Definitive Documents and all other events and actions necessary for the occurrence of the closing of such sale have occurred other than the receipt of regulatory or other approval of a governmental unit necessary for occurrence of the closing and (ii) the Parties shall negotiate in good faith for a further reasonable extension of the closing date of such sale if the Company Parties have otherwise complied with the terms of the Definitive Documents and all other events and actions necessary for the occurrence of the closing of such sale have occurred other than the receipt of regulatory or other approval of a governmental unit necessary for occurrence of the closing.

11.05. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among the Required Consenting Stakeholders and each Company Party.

11.06. Automatic Termination. This Agreement shall terminate automatically without any further required action or notice upon the consummation of the Plan on (i) the Plan Effective Date, or (ii) in the event an Acceptable Sale or Multiple Sales are to be implemented under the Plan or another joint chapter 11 plan with respect to the Company Parties, upon the effective date of the Plan, such other joint chapter 11 plan or any other plan in respect of the Company Parties proposed under chapter 11 of the Bankruptcy Code after consummation of an Acceptable Sale or Multiple Sales, as the case may be.

11.07. Effect of Termination. Upon the occurrence of a Consenting First Lien Lender/Second Lien Lender Termination Event, unless waived by the applicable Parties, each Party subject to such termination shall be released from its commitments, undertakings, and

agreements under or related to this Agreement and any of the Definitive Documents and shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all Claims/Interests or causes of action, and there shall be no liability or obligation hereunder on the part of any Party hereto; provided that in no event shall any such termination relieve a Party hereto from (i) liability for its breach or non-performance of its obligations under this Agreement before the date of such Consenting First Lien Lender/Second Lien Lender Termination Event or (ii) obligations under this Agreement which expressly survive any such termination pursuant to Section 14.21 hereunder. Upon the occurrence of a Consenting First Lien Lender/Second Lien Lender Termination Event prior to the Plan Effective Date, or in the event of the Sale Scenario, after the consummation of an Acceptable Sale or Multiple Sales, prior to the effective date of the Plan, such other joint chapter 11 plan or any other plan proposed in respect of the Company Parties under chapter 11 of the Bankruptcy Code, any and all consents, agreements, undertakings, tenders, waivers, forbearances, and ballots tendered or delivered by the Parties subject to such termination before such Consenting First Lien Lender/Second Lien Lender Termination Event shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring Transactions and this Agreement or otherwise; provided, however, any Consenting Stakeholder withdrawing or changing its vote pursuant to this Section 11.07 shall promptly provide written notice of such withdrawal or change to each other Party to this Agreement and, if such withdrawal or change occurs on or after the Petition Date, file notice of such withdrawal or change with the Bankruptcy Court before the entry of the Confirmation Order by the Bankruptcy Court. The automatic stay imposed by section 362 of the Bankruptcy Code shall not prohibit a Party from taking any action necessary to effectuate the termination of and otherwise enforce this Agreement pursuant to and in accordance with the terms hereof, and the Company Parties hereby waive the automatic stay for such purposes. Nothing in this Agreement shall be construed as prohibiting a Company Party or any of the Consenting Stakeholders from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this Agreement that arose or existed before a Termination Date. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict (a) any right of any Company Party or the ability of any Company Party to protect and reserves its rights (including rights under this Agreement), remedies, and interests, including its claims against any Consenting Stakeholder, and (b) any right of any Consenting Stakeholder, or the ability of any Consenting Stakeholder, to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Company Party or Consenting Stakeholder. No purported termination of this Agreement shall be effective under this Section 11.07 or otherwise if the Party seeking to terminate this Agreement is in material breach of this Agreement. For the avoidance of doubt, the automatic stay arising pursuant to section 362 of the Bankruptcy Code shall be deemed waived or modified for purposes of providing notice or exercising rights hereunder.

Section 12. ***Amendments and Waivers.***

(a) This Agreement may not be modified, amended, or supplemented, and no condition or requirement of this Agreement may be waived, in any manner except in accordance with this Section 12.

(b) Subject to the consent rights set forth in Section 3.02 hereof, this Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived, in a writing signed by each Company Party and the Required Consenting Stakeholders; provided, however, that if the proposed modification, amendment, waiver, or supplement has a material, disproportionate (as compared to other Consenting Stakeholders holding Company Claims/Interests within the same class as provided for in the Restructuring Term Sheet), and adverse effect on any of the Company Claims/Interests held by a Consenting Stakeholder, the consent of each such affected Consenting Stakeholder shall also be required to effectuate such proposed modification, amendment, waiver, or supplement.

(c) Any proposed modification, amendment, waiver or supplement that does not comply with this Section 12 shall be ineffective and void *ab initio*.

(d) The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy. All remedies under this Agreement are cumulative and are not exclusive of any other remedies provided by Law.

Section 13. ***Releases.***

13.01. Releases, Exculpation, Injunction. In connection with the Restructuring Transactions, each of the Parties shall provide customary releases to the maximum extent permissible by law to the Parties hereto and their respective affiliates, employees, officers, directors, professionals and other entities typically included in customary releases for transactions similar to the Restructuring Transactions. In addition, any Plan shall include customary exculpation and injunction provisions to the maximum extent permissible by law for the benefit of such parties.

Section 14. ***Miscellaneous.***

14.01. Acknowledgement. Notwithstanding any other provision herein, this Agreement is not and shall not be deemed to be an offer, acceptance or solicitation with respect to any securities, loans or other instruments or a solicitation of votes for the acceptance of a plan of reorganization for purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise. Any such offer, acceptance or solicitation will be made only in compliance with all applicable provisions of securities Laws, provisions of the Bankruptcy Code, and other applicable Law.

14.02. Exhibits Incorporated by Reference; Conflicts. Each of the exhibits, annexes, signatures pages, and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes, and schedules. In the event of any inconsistency between this Agreement (without reference to the exhibits, annexes, and schedules hereto) and the exhibits, annexes, and schedules hereto, this Agreement (without reference to the exhibits, annexes, and schedules thereto) shall govern.

14.03. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Restructuring Transactions, as applicable.

14.04. Complete Agreement. Except as otherwise explicitly provided herein, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, among the Parties with respect thereto, other than any Confidentiality Agreement.

14.05. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. Notwithstanding the foregoing consent to jurisdiction in either a state or federal court of competent jurisdiction in the State and County of New York, upon the commencement of the Chapter 11 Cases, each of the Parties hereby agrees that, if the Chapter 11 Cases are pending, the Bankruptcy Court shall have exclusive jurisdiction over all matters arising out of or in connection with this Agreement. Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement, to the extent possible, in the Bankruptcy Court, and solely in connection with claims arising under this Agreement: (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court; (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court; and (c) waives any objection that the Bankruptcy Court is an inconvenient forum or does not have jurisdiction over any Party hereto.

14.06. TRIAL BY JURY WAIVER. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

14.07. Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

14.08. Rules of Construction. This Agreement is the product of negotiations among the Company Parties and the Consenting Stakeholders, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Company Parties and the Consenting Stakeholders were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

14.09. Successors and Assigns; Third Parties. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. There are no third party beneficiaries under this Agreement, and the rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other person or entity.

14.10. Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

(a) if to a Company Party, to:

Sungard AS New Holdings, LLC
565 East Swedesford Road
Suite 320
Wayne, PA 19087
Attention: General Counsel
Email: sgas.legalnotices@sungardas.com

with copies (which shall not constitute notice) to:

Akin Gump Strauss Hauer & Feld LLP
1 Bryant Park
New York, New York 10036
Attention: Philip C. Dublin, Meredith A. Lahaie and Daniel Fisher
Email: pdublin@akingump.com; mlahaie@akingump.com; dfisher@akingump.com

and

Akin Gump Strauss Hauer & Feld LLP
2001 K Street NW
Washington, DC 20006
Attention: Alan J. Feld
Email: ajfeld@akingump.com

(b) if to a Consenting Stakeholder, to the address set forth on the signature page hereto, or the applicable Joinder or Transfer Agreement, with a copy (which shall not constitute notice) to:

Proskauer Rose LLP
One International Place
Boston, MA 02110-2600
Attention: Charles A. Dale
Email: cdale@proskauer.com

and

Proskauer Rose LLP
Eleven Times Square
New York, NY 10036
Attention: David M. Hillman & Joshua A. Esses
Email: dhillman@proksauer.com
jesses@proskauer.com

Any notice given by delivery, mail, electronic mail (Email) or courier shall be effective when received.

14.11. Independent Due Diligence and Decision Making. Each Consenting Stakeholder hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions, and prospects of the Company Parties.

14.12. Enforceability of Agreement. Each of the Parties to the extent enforceable waives any right to assert that the exercise of termination rights under this Agreement is subject to the automatic stay provisions of the Bankruptcy Code, and expressly stipulates and consents hereunder to the prospective modification of the automatic stay provisions of the Bankruptcy Code for purposes of exercising termination rights under this Agreement, to the extent the Bankruptcy Court determines that such relief is required.

14.13. Waiver. If the Restructuring Transactions are not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

14.14. Specific Performance. It is understood and agreed by the Parties that, without limiting any other remedies available at law or in equity, money damages would be an insufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

14.15. Several, Not Joint, Claims. Except where otherwise specified, the agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

14.16. Severability and Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

14.17. Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at Law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

14.18. Capacities of Consenting Stakeholders. Each Consenting Stakeholder has entered into this agreement on account of all Company Claims/Interests that it holds (directly or through discretionary accounts that it manages or advises) and, except where otherwise specified in this Agreement, shall take or refrain from taking all actions that it is obligated to take or refrain from taking under this Agreement with respect to all such Company Claims/Interests.

14.19. Relationship Among Consenting Stakeholders.

(a) None of the Consenting Stakeholders shall have any fiduciary duty, any duty of trust or confidence in any form, or other duties or responsibilities to each other, any Consenting Stakeholder, the Company Parties or their affiliates, or any of the Company Parties' or their affiliates' creditors or other stakeholders, including, without limitation, any holders of Credit Agreement Claims or Company Claims/Interests, and, other than as expressly set forth in this Agreement, there are no commitments among or between the Consenting Stakeholders. It is understood and agreed that any Consenting Stakeholder may trade in any debt or equity securities of the Company without the consent of the Company or any other Consenting Stakeholder, subject to applicable securities laws, this Agreement (including Section 8 of this Agreement), and any applicable Confidentiality Agreement. No prior history, pattern or practice of sharing confidences among or between any of the Consenting Stakeholders and/or the Company shall in any way affect or negate this understanding and agreement.

(b) The Company Parties understand that the Consenting Stakeholders are engaged in a wide range of financial services and businesses, and, in furtherance of the foregoing, the Company Parties acknowledge and agree that the obligations set forth in this Agreement shall only apply to the Consenting Stakeholders and shall not apply to any affiliate of a Consenting Stakeholder.

14.20. Email Consents. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, pursuant to Section 3.02, Section 12, or otherwise, including a written approval by the Company Parties or the Required Consenting Stakeholders, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent,

acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

14.21. Survival.

(a) Notwithstanding (i) any transfer of any Company Claims/Interests in accordance with this Agreement or (ii) the termination of this Agreement in accordance with its terms, the agreements and obligations of the Parties in Section 14 (excluding Section 14.23) and Section 8.03 shall survive such transfer or termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof; provided that any liability of a Party for failure to comply with the terms of this Agreement shall survive such termination.

(b) Each of the Parties acknowledges and agrees that this Agreement is being executed in connection with negotiations concerning a possible restructuring of the Company Parties and in contemplation of possible chapter 11 filings by the Company Parties and that the rights granted in this Agreement are enforceable by each signatory hereto without approval of any court, including the Bankruptcy Court.

14.22. Tax. To the extent practicable and applicable, and subject to the consent of the Required Consenting Stakeholders, the Restructuring Transactions will be structured so as to preserve or otherwise maximize the availability and/or use of favorable tax attributes (including tax basis) of the Company Parties and to otherwise obtain the most beneficial structure for the Company Parties or the Reorganized Debtors and the holders of the equity of any Reorganized Debtor post-Plan Effective Date, and the Company Parties will cooperate on a reasonable basis with the Consenting Stakeholders in connection with making such determination, including by timely providing the Consenting Stakeholders with reasonable information relevant to making such determination.

14.23. Publicity.

(a) The Company Parties shall not (i) use or disclose to any person the name of any Consenting Stakeholder, including in any press release, without such Consenting Stakeholder's prior written consent or (ii) disclose to any person, other than legal, accounting, financial and other advisors to the Company Parties who have a need to know such information in connection with the Restructuring, the amount or percentage of any the Loans held by any Consenting Stakeholder; provided that the Company shall be permitted to disclose at any time the aggregate amount of, and aggregate percentage of Loans or Interests held by the Consenting Stakeholders. The Consenting Stakeholders hereby consent to the disclosure by the Company in the Definitive Documents, or in any motion or other pleading seeking approval of any aspect of the Restructuring Transactions, or as otherwise required by law or regulation or by the Company's existing financing agreements, of the execution, terms and contents of this Agreement and the aggregate amount of, and aggregate percentage of, the Loans and Interests held by the Parties.

(b) In the event that the Company Parties seek to disseminate a press release, public filing, public announcement or other communications (collectively, an "**Announcement**") regarding the commencement of the Chapter 11 Cases, the Restructuring Transactions or any terms thereof, it shall use commercially reasonable efforts to provide a draft of such Announcement to

counsel to the Consenting Stakeholders for review and comment at least 24 hours before the public disclosure of such Announcement and shall act in good faith in considering and consulting with respective counsel to the Consenting Stakeholders regarding the form and substance of any such Announcement.

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EXHIBIT A

Sungard AS Affiliate Entities

Sungard AS New Holdings II, LLC

Sungard AS New Holdings III, LLC

Sungard Availability Services Holdings, LLC

Sungard Availability Network Solutions, Inc.

Sungard Availability Services Technology, LLC

Inflow LLC

Sungard Availability Services, LP

Sungard Availability Services Holdings (Europe), Inc.

Sungard Availability Services Holdings (Canada), Inc.

Sungard Availability Services, Ltd.

Sungard Availability Services (Canada) Ltd./Sungard, Services De Continuite Des Affaires (Canada) Ltee

EXHIBIT B

Restructuring Term Sheet

Execution Version

SUNGARD AS NEW HOLDINGS, LLC, ET AL.

Term Sheet
Summary of Principal Terms and Conditions
Restructuring of Sungard AS New Holdings, LLC and Its Subsidiaries

April 11, 2022

This term sheet (this "**Restructuring Term Sheet**") describes the principal terms and conditions of one or more restructuring and certain related transactions (the "**Restructuring**") concerning Sungard AS New Holdings, LLC ("**Sungard AS**") and certain of its affiliates.

Subject in all respects to the terms of the restructuring support agreement to which this Restructuring Term Sheet is attached (together with the exhibits and schedules to such agreement, including this Restructuring Term Sheet, each as may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the "**Restructuring Support Agreement**") and the Definitive Documents (as defined in the Restructuring Support Agreement), the Restructuring will be consummated through cases commenced under chapter 11 (collectively, the "**Chapter 11 Cases**") of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**"), and recognition proceedings commenced under Part IV of the *Companies' Creditors Arrangement Act* (Canada) (the "**Recognition Proceedings**") in the Ontario Superior Court of Justice (Commercial List). Capitalized terms used herein but otherwise not defined shall have the meaning ascribed to such terms in the Restructuring Support Agreement.

Without limiting the generality of the foregoing, this Restructuring Term Sheet and the undertakings contemplated herein are subject in all respects to due diligence and the negotiation, execution, and delivery of the Definitive Documents. The transactions contemplated by this Restructuring Term Sheet will be subject to the terms and conditions to be set forth in the Definitive Documents. This Restructuring Term Sheet is proffered in the nature of a settlement proposal in furtherance of settlement discussions. Accordingly, this Restructuring Term Sheet and the information contained herein are entitled to protection from any use or disclosure to any party or person pursuant to Rule 408 of the Federal Rules of Evidence and any other applicable rule, statute, or doctrine of similar import protecting the use or disclosure of confidential settlement discussions. Until publicly disclosed upon the prior written agreement of the Debtors and the Required Consenting Stakeholders, this Restructuring Term Sheet shall remain strictly confidential and may not be shared with any other party or person without the consent of the Debtors and the advisors to the Consenting Stakeholders.

The regulatory, tax, accounting, and other legal and financial matters and effects related to the Restructuring or any related restructuring or similar transaction have not been fully evaluated and any such evaluation may affect the terms and structure of any Restructuring or related restructuring or similar transactions.

THIS RESTRUCTURING TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY PLAN, IT BEING UNDERSTOOD THAT SUCH AN OFFER OR SOLICITATION, IF ANY, WILL BE MADE ONLY IN COMPLIANCE WITH APPLICABLE LAW.

TRANSACTION OVERVIEW

Parties	
Debtors	Sungard AS and certain of its direct and indirect subsidiaries identified on Exhibit 1 attached hereto.
Company	The Debtors and all of their direct and indirect non-Debtor subsidiaries and affiliates.
Reorganized Debtors	"**Reorganized Debtor**" means, for each Debtor, such Debtor immediately after consummation of the Restructuring in connection with the Equitization Scenario (as defined herein).
Capital Structure	*Funded Debt* — *Approximate Principal Amount Outstanding* **ABL Facility** — $29 million **First Lien Term Loans** (collectively, the "**First Lien Credit Agreement Claims**") — $108 million **Second Lien Term Loans** (collectively, the "**Second Lien Credit Agreement Claims**") • Second Lien Credit Agreement — $277.6 million • Non-Extending Second Lien Credit Agreement — $8.9 million
Consenting Stakeholder Purchaser	In the event the Consenting Stakeholders acquire all, substantially all, or one or more groups of assets pursuant to a sale (if the Reserve Price is not satisfied in the Sale Scenario) in lieu of the Equitization Scenario (as defined below), a new Delaware limited liability company, corporation, or other entity that will be organized and formed by the Consenting Stakeholders to make such acquisition. The Consenting Stakeholder Purchaser shall have the right to assign its rights and obligations, in whole or in part, including its right to acquire any particular asset or group of assets, to one or more of its affiliates. The corporate governance and capitalization of the Consenting Stakeholder Purchaser shall be determined by the Required Consenting Stakeholders.
Reserve Price	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' businesses as a whole.[1]

[1] The Debtors and Required Consenting Stakeholders shall determine an amount of cash that is sufficient to fund the Debtors' post-closing obligations under any Purchase Agreement between the Debtors and the Consenting Stakeholder Purchaser and/or one or more third party purchasers that are a Successful Bidder for any of the Debtors' assets pursuant to the Bidding Procedures as well as accrued and unpaid Bankruptcy Court approved fees for estate professionals, and

The Restructuring Transactions	
The Restructuring Transactions	The Debtors shall commence the Chapter 11 Cases and shall simultaneously pursue (i) restructuring transaction(s) involving the sale by the Debtors of all, substantially all of the Debtors' assets, or one or more subsets of such assets pursuant to section 363 of the Bankruptcy Code (the "**Sale Scenario**") and (ii) a chapter 11 plan of reorganization (the "**Plan**") pursuant to which, among other things, the Consenting Stakeholders shall receive the equity in any Reorganized Debtor (the "**Equitization Scenario**"), in accordance with the Milestones and terms and conditions set forth in the Restructuring Support Agreement.
The Sale Scenario	A sale or sales by the Debtors of all of their right, title, and interest in, to, and under all or substantially all of the Debtors' assets, or one or more groups of such assets to one or more purchasers, free and clear of all liens, claims, interests, or encumbrances (except certain permitted encumbrances as determined by the Debtors and any purchaser, 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 the assumption and assignment of executory contracts and unexpired leases, pursuant to Bankruptcy Code sections 105, 363(b), (f), (m) and (k) and 365. The Sale Scenario may be consummated pursuant to one or more of (x) an asset purchase agreement, (y) a share purchase agreement (each of (x) or (y), a "**Purchase Agreement**"), or (z) a plan of reorganization that, among other things, (1) does not have any financing or diligence contingency, (2) demonstrates that the purchaser(s) has the wherewithal to close such transaction, and (3) provides that such closing shall occur on or before the applicable Milestone, and in connection therewith, the Bankruptcy Court enters an order or orders approving such transaction(s) and related documentation and authorizing the Debtors to enter into such transaction and related documentation (each such sale or sales, an "**Acceptable Sale**"); provided, however, that except for a sale to the Consenting Stakeholder Purchaser, no transaction or combination of transactions shall constitute an Acceptable Sale that does not yield sufficient cash proceeds at closing to fully satisfy the Reserve Price allocable to such assets.
Bidding Procedures	The Sale Scenario shall be conducted in accordance with bidding procedures in form and substance acceptable to the Debtors and the Required Consenting Stakeholders, and as approved by the Bankruptcy Court (the "**Bidding Procedures**" and the order approving such Bidding Procedures, the "**Bidding Procedures Order**"). Only bids that comply in all respects with the Bidding Procedures shall be considered by the Debtors (each such bid, a "**Qualified Bid**"). For the avoidance of doubt, third party bids shall only constitute a Qualified Bid if (in addition to all other requirements set forth in the Bidding Procedures) such bid by itself or, if for a subset of the Debtors' assets, when combined with one or more other bids for subsets of the Debtors' assets, propose a cash purchase price sufficient to fully satisfy (at closing) the Reserve Price for the group of assets covered by such bid(s). For the avoidance of doubt, in the event of a bid by the Consenting Stakeholder

reasonable and necessary wind-down activities through consummation of a chapter 11 plan or conversion or dismissal of the chapter 11 cases.

	Purchaser, the amount of any credit bid pursuant to Bankruptcy Code section 363(k) by the Consenting Stakeholder Purchaser as part of its proposed purchase price shall not exceed the Reserve Price (the "**Credit Bid Cap**"). Any credit bid by the Consenting Stakeholder Purchaser shall constitute a Qualified Bid and comply in all reasonable respects with the applicable requirements for a Qualified Bid in the Bidding Procedures.
The Equitization Scenario	In connection with the Equitization Scenario, the Debtors shall file and prosecute the Plan. Among other things, the Plan shall provide for the distribution of equity in any Reorganized Debtor to the Consenting Stakeholders (subject to dilution for reorganized equity issued, among other things, (a) in connection with exit financing, (b) in connection with any management incentive plan, and/or (c) after the Plan Effective Date). If the Reserve Price is not satisfied, the Debtors shall, with the consent of the Required Consenting Stakeholders, withdraw the Plan or modify the Plan in a manner that is in form and substance acceptable to the Required Consenting Stakeholders if the Required Consenting Stakeholders determine to purchase all, substantially all, or one or more groups of assets of the Debtors as a Consenting Stakeholder Purchaser in lieu of the Sale Scenario.
Required Consenting Stakeholder Election	To the extent that the Consenting Stakeholder Purchaser is a Successful Bidder pursuant to the Bidding Procedures, the Required Consenting Stakeholders may elect to consummate any Restructuring Transaction pursuant to which the Consenting Stakeholder Purchaser acquires all, substantially all, or one or more groups of the Debtors' assets as a Sale Scenario or an Equitization Scenario. The Required Consenting Stakeholders shall submit such election to the Company in accordance with the applicable Milestone(s), and the Company shall file a notice of such election with the Bankruptcy Court within two days of such election.
DIP Financing	The Term Loan DIP Lenders shall provide the Debtors with the Term Loan DIP Facility in accordance with the terms and conditions outlined in the term sheet attached as Exhibit D to the Restructuring Support Agreement (the "**Term Loan DIP Term Sheet**"). The obligations under the Term Loan DIP Facility are referred to herein as the "**Term Loan DIP Facility Claims**." The ABL DIP Lenders shall provide the Debtors with the ABL DIP Facility in accordance with the terms and conditions outlined in the term sheet attached as Exhibit C to the Restructuring Support Agreement (the "**ABL DIP Term Sheet**"). The obligations under the ABL DIP Facility are referred to herein as the "**ABL DIP Facility Claims**" and, together with the Term Loan DIP Facility Claims, the "**DIP Facility Claims**."
Restructuring Fees and Expenses	The Debtors shall pay the reasonable and documented fees and expenses of the Consenting Stakeholders in connection with the Restructuring, including the reasonable and documented fees and disbursements of Proskauer Rose, LLP and Gray Reed & McGraw LLP.
Treatment of Claims/Interests in	In the Equitization Scenario, the Plan shall provide for the following treatment of claims against, and interests in, the Debtors unless less favorable treatment is

Plan	otherwise agreed to by the holder of such claims:[2] (a) Administrative Claims: Allowed administrative, priority, and priority tax claims will be paid in full in cash upon the Plan Effective Date or as soon as reasonably practicable thereafter. (b) Other Secured Claims:[3] in full and final satisfaction of such claims, each such holder shall receive at the Debtors' discretion: (i) payment in full in cash of the unpaid portion of such Other Secured Claim on the Plan Effective Date or as soon thereafter as reasonably practicable (or if payment is not then due, shall be paid in accordance with its terms in the ordinary course); (ii) the Debtors' interest in the collateral securing such claim; or (iii) such other treatment rendering such claims unimpaired. (c) Term Loan DIP Facility Claims: in full and final satisfaction of such claims, the Term Loan DIP Facility Claims shall be (i) paid in full in cash, or (ii) afforded such other treatment as is acceptable to the Required Term Loan DIP Lenders (as defined in the Term Loan DIP Term Sheet) (in their sole discretion). (d) ABL DIP Facility Claims: in full and final satisfaction of such claims, the ABL DIP Facility Claims shall be (i) paid in full in cash or (ii) afforded such other treatment as is acceptable to the Required ABL DIP Lenders (as defined in the ABL DIP Term Sheet) (in their sole discretion). (e) First Lien Credit Agreement Claims: in full and final satisfaction of such claims, the First Lien Credit Agreement Claims shall be (i) paid in full in cash after the DIP Facility Claims have been indefeasibly paid in full, or (ii) afforded such other treatment as is acceptable to the Required Term Loan DIP Lenders and the Debtors, or (iii) afforded such other treatment as is consistent with applicable law. (f) Second Lien Credit Agreement Claims: in full and final satisfaction of such claims, the Second Lien Credit Agreement Claims shall be (i) paid in full in cash after the DIP Facility Claims and the First Lien Credit Agreement Claims have been indefeasibly paid in full (or afforded treatment acceptable to the Required Consenting holders of such claims), or (ii) afforded such other treatment as is acceptable to the Required Term Loan DIP Lenders and the Debtors, or (iii) afforded such other treatment as is consistent with applicable law. (g) General Unsecured Claims:[4] [TBD] (h) Intercompany Claims: Intercompany Claims shall be, at the option of the Debtors, with the consent of the Required Consenting Stakeholders, or

[2] To the extent that the Sale Scenario contemplates a chapter 11 plan (a "**Sale Scenario Plan**"), any such Sale Scenario Plan shall be on terms to be agreed by and among the Debtors and the Required Consenting Stakeholders, consistent with applicable law.

[3] "**Other Secured Claims**" means any secured claim against any Debtor, other than (a) claims arising under the ABL Facility; (b) First Lien Credit Agreement Claims; (c) Second Lien Credit Agreement Claims; or (d) claims arising under the DIP Facilities.

[4] "**General Unsecured Claims**" means any prepetition, general unsecured claim against one or more Debtor, excluding claims held by one or more Debtors, non-debtor direct or indirect subsidiaries of the Debtors; provided, however, that any deficiency claim arising from the First Lien Credit Agreement Claims or Second Lien Credit Agreement Claims shall not be a General Unsecured Claim.

	Reorganized Debtors, as applicable, (a) reinstated or (b) distributed, contributed, set off, cancelled, and released without any distribution on account thereof. (i) Intercompany Interests: Intercompany Interests shall be, at the option of the Debtors, with the consent of the Required Consenting Stakeholders, or the Reorganized Debtors, as applicable, reinstated or (b) cancelled and released without any distribution on account thereof. (j) Section 510(b) Claims: Section 510(b) Claims shall receive no recovery (k) Existing Equity Interests: Holders of existing equity interests in shall receive no recovery
Releases, Exculpation, Injunction	In connection with the Restructuring Transactions, each of the Parties shall provide customary releases to the maximum extent permissible by law to the other Parties and their respective affiliates, employees, officers, directors, professionals and other entities typically included in customary releases for transactions similar to the Restructuring Transactions. In addition, any Plan shall include customary exculpation and injunction provisions to the maximum extent permissible by law for the benefit of such parties.
Consenting Stakeholder Purchaser Sale Terms	
Purchase Price	The aggregate consideration for a sale of all, substantially all, or one or more groups of the Debtors' assets to the Consenting Stakeholder Purchaser shall consist of the following (collectively, the "**Purchase Price**"): (i) pursuant to Bankruptcy Code section 363(k), a credit bid from the Consenting Stakeholder Purchaser in an amount up to the Reserve Price allocable to such assets; and (ii) assumption of the Assumed Liabilities.
Purchased Assets[5]	"**Purchased Assets**" in a sale to a Consenting Stakeholder Purchaser shall include substantially all assets of the Debtors, or all assets of the Debtors related to the applicable group of the Debtors' assets, unless designated as "Excluded Assets" in the Purchase Agreement. Purchased Assets may, subject to applicable diligence and negotiation (including potential incremental purchase price in cash) include without limitation: (i) all accounts receivable and pre-paid expenses; (ii) all cash and cash equivalents; (iii) all intellectual property rights; (iv) all of the Debtors' owned personal property, equipment, fixtures, and other assets customarily considered 'PP&E' or any rights under leases relating thereto to the extent such leases constitute Assumed Contracts (as defined below) and all stock, partnership, membership and other equity or similar interests owned by the Debtors in any entity that is not a guarantor under the Credit Agreements or the Indentures; (v) all deposits and prepaid or deferred charges and expenses of the Debtors; (vi) all right, title, and interest of the Debtors in each owned real property and under each real property lease which is an Assumed Contract and any present or future rights, title and interests arising from or related to the foregoing; (vii) all of the documents that are used or useful in, held for use in or intended to be used in, or that arise in any way out of, the applicable business of the Debtors; (viii) all Assumed Contracts; (ix) all third party property and casualty insurance proceeds to the extent received or receivable in respect of the Purchased Assets; (x) all general intangibles of the

[5] Subject to ongoing due diligence.

	Debtors; (xi) all goodwill associated with the Purchased Assets; (xii) all claims, causes of action, and rights of recovery related to the Purchased Assets, including against counterparties to the Assumed Contracts, actions arising under chapter 5 of the Bankruptcy Code, and for taxes relating to the Purchased Assets; (xiii) any permits, licenses, certificates or similar documents from any governmental entity relating to the Purchased Assets; (xiv) all equity interests; and (xv) any claim, right, or interest in any credit, refund, rebate, abatement, or other recovery relating to the Purchased Assets, for taxes or otherwise, including those arising under the Assumed Contracts.
Assumed Liabilities/Excluded Liabilities[6]	"**Assumed Liabilities**" in a sale to a Consenting Stakeholder Purchaser shall include the following liabilities of the Debtors and any other liabilities set forth as such in the Purchase Agreement: (i) all liabilities of the Debtors under the Assumed Contracts (including cure costs not to exceed an amount to be agreed by the Debtors and the Consenting Stakeholder Purchaser); (ii) trade payables related to the Purchased Assets incurred in the ordinary course of business prior to and during the Chapter 11 Cases as set forth on a schedule to be attached to the Purchase Agreement in the sole discretion of the Consenting Stakeholder Purchaser; provided, however, that under no circumstances shall the amount of trade payables assumed by the Consenting Stakeholder Purchaser exceed an amount to be agreed; (iii) all liabilities arising out of the operation of the Purchased Assets for periods following the Closing Date; (iv) liabilities arising after the Closing Date with respect to employees of the Debtors that accept offers of employment with the Consenting Stakeholder Purchaser; and (v) tax liabilities relating to the Purchased Assets for a tax period (or the portion thereof) beginning on the Closing Date excluding, for the avoidance of doubt, (x) all income tax or similar liabilities of the Debtors for any tax period, (y) all transfer and other similar taxes payable with respect to the Sale Scenario and (z) any tax or similar liability related to the Excluded Assets. All pre-petition and post-petition liabilities related to the Purchased Assets, other than Assumed Liabilities, shall be "**Excluded Liabilities**" to the extent set forth as such in the Purchase Agreement.
Assumed Contracts/Excluded Contracts[7]	"**Assumed Contracts**" in a sale to the Consenting Stakeholder Purchaser shall include the Debtors' contracts, supply agreements, leases, and other written obligations related to the Purchased Assets, to the extent not previously rejected with the consent of Consenting Stakeholder Purchaser, set forth on a schedule to be attached to the Purchase Agreement, subject to the right of Consenting Stakeholder Purchaser to amend such schedule at any time prior to the Closing Date and, if applicable, the Effective Date, to remove any contract, lease, or other obligation from such schedule (an "**Excluded Contract**"); provided that, without limiting the foregoing, subject to Bankruptcy Court approval, the Consenting Stakeholder Purchaser may have the right at any time within sixty (60) days after the Closing Date and, if applicable, the Effective Date to (i) elect to designate any contract which has not been rejected by the Debtors to be an Assumed Contract, and (ii) to remove an Assumed Contract from the schedule if such Assumed Contract is subject to a cure dispute or other dispute as to the assumption or

[6] Subject to ongoing due diligence.
[7] Subject to ongoing due diligence.

	assignment of such Assumed Contract that has not been resolved to the satisfaction of Consenting Stakeholder Purchaser. If prior to the Closing Date and, if applicable the Effective Date, there are contracts or leases related to the Purchased Assets that have not been designated as an Assumed Contract or Excluded Contract, then the Debtors shall not assume or reject any such contract and lease, pursuant to section 365 of the Bankruptcy Code and any order of the Bankruptcy Court, until the Consenting Stakeholder Purchaser so directs the Debtors (subject to the Consenting Stakeholder Purchaser holding the Debtors harmless in all respects with respect to such contracts and leases during the post-Closing Period); *provided*, *however*, that the Debtors may assume or reject a contract or lease not related to the Purchased Assets in connection with an Acceptable Sale to a third party bidder. Consenting Stakeholder Purchaser shall not assume or otherwise have any liability with respect to any Excluded Contract.
Consenting Stakeholder Purchaser Representations and Warranties	The Consenting Stakeholder Purchaser will make customary representations and warranties in the context of 363 sale/credit bid transactions as will be agreed among the Debtors and the Consenting Stakeholder Purchaser.
Sellers Representations and Warranties	The Debtors will make customary representations and warranties in the context of 363 sale/credit bid transactions as will be agreed among the Debtors and the Consenting Stakeholder Purchaser.
Sellers Covenants	The Debtors will make customary and other negative and operating covenants in the context of 363 sale/credit bid transactions as will be agreed among the Debtors and the Consenting Stakeholder Purchaser.
Tax Cooperation	The Debtors and Consenting Stakeholders shall agree to cooperate in good faith to structure the Restructuring Transactions in a tax efficient manner for the Debtors and the Consenting Stakeholders.
Regulatory Approvals	Regulatory approvals may be required in connection with the Restructuring Transactions, including to the extent applicable, under the HSR Act and applicable foreign jurisdictions (collectively, the "**Regulatory Approvals**").
Closing Conditions	A Purchase Agreement between the Debtors and Consenting Stakeholder Purchaser shall contain, among other things, the following conditions to the obligation of the Consenting Stakeholder Purchaser to consummate the Sale Scenario (in addition to other conditions that may be agreed upon by the Consenting Stakeholder Purchaser and the Debtors in the Purchase Agreement or otherwise): • Entry of the Sale Order, as applicable, in form and substance, including with respect to all findings of fact and conclusions of law, acceptable to the Debtors, the Consenting Stakeholder Purchaser, and the Required Consenting Stakeholders and such Sale Order not being subject to any stay or appeal; • The Bankruptcy Court shall have entered an interim and a final order, in form and substance acceptable to the Required Term Loan DIP Lenders and the Required ABL DIP Lenders in their sole discretion (collectively, the "**DIP Orders**"), approving the DIP Facilities, and the Debtors' entry into the related

	DIP Facilities (the "**DIP Facilities Documents**"), which DIP Orders shall have remained in full force and effect, shall not be the subject of a pending appeal and shall not have been stayed, vacated, modified or supplemented without the prior written consent of the Required Term Loan DIP Lenders and the Required ABL DIP Lenders; • No injunctions or other order or similar ruling or determination of any governmental authority preventing or delaying the consummation of the 363 Sale; • A written contribution and direction agreement shall have been entered into by and among the Required Consenting Stakeholders; • No default, Default or Event of Default as defined in the DIP Facilities Documents shall have occurred; • Lien releases and termination statements with respect to all material liens (other than permitted liens) on the purchased assets; • The Regulatory Approvals shall have been received; • Accuracy of the Debtors' representations and warranties on the Closing Date subject to a materially adverse change standard; • No material breach of the Debtors' covenants; • No material adverse change (as customarily defined with customary exceptions and limitations) shall have occurred; and • Payment in full of fees and expenses of the Consenting Stakeholder Purchaser and the Consenting Stakeholders to the extent not otherwise reimbursed in connection with the Term Loan DIP Facility.
Termination	A Purchase Agreement between the Company and Consenting Stakeholder Purchaser will contain customary termination provisions, including, but not limited to: (i) by agreement of each of the Debtors and the Consenting Stakeholder Purchaser with the consent of the Required Consenting Stakeholders; (ii) by either the Debtors, the Consenting Stakeholder Purchaser or the Required Consenting Stakeholders if the Closing Date does not occur on or prior to the applicable Milestone, provided that the Consenting Stakeholder Purchaser with the consent of the Required Consenting Stakeholders can extend such date in its sole discretion for an agreed upon period of time, so long as funding is available under the DIP Facilities or otherwise and the maturity date, if applicable, of such DIP Facilities are similarly extended; (iii) by either the Debtors or the Consenting Stakeholder Purchaser (with the consent of the Required Consenting Stakeholders) if a court of competent jurisdiction or other governmental authority has issued an order or any other action permanently restraining, enjoining or otherwise prohibiting the consummation of the closing under the Asset Purchase Agreement and such order or action has become final and non-appealable; and (iv) by notice from the Consenting Stakeholder Purchaser or Required Consenting Stakeholders:

	(1) upon a material breach by the Debtors of the Purchase Agreement or the Sale Order; (2) upon any Company entity taking steps in furtherance of the dismissal or conversion of any of the Chapter 11 Cases; (3) upon the appointment of a trustee or examiner with expanded powers; (4) upon failure to meet any Milestone; (5) if for any reason the Consenting Stakeholder Purchaser is unable, pursuant to Bankruptcy Code section 363(k), to credit bid in payment of any portion of the Purchase Price contemplated to be so credit bid; (6) if, at the end of the Auction (if any), the Consenting Stakeholder Purchaser is not determined by Debtors to be the bidder with a Winning Bid; (7) upon any Event of Default or Termination Date (as defined in the DIP Orders); (8) upon permanent denial of required Regulatory Approvals; or (9) upon the termination of the Restructuring Support Agreement.
Labor Matters	As of the Closing Date, the Consenting Stakeholder Purchaser shall set initial terms and conditions of employment, including, without limitation, wages, benefits, job duties and responsibilities and work assignment for Employees related to the Purchased Assets that are offered and accept employment with the Consenting Stakeholder Purchaser and other employee matters to be agreed among the Debtors and the Consenting Stakeholder Purchaser.
Definitive Documents and Due Diligence	The Definitive Documents governing the Restructuring Transactions shall include, as applicable and dependent upon the Restructuring Transaction actually implemented as determined in accordance with the Restructuring Term Sheet: (A) the Plan; (B) the Disclosure Statement; (C) the Confirmation Order; (D) the Solicitation Materials and any motion seeking approval thereof; (E) the order of the Bankruptcy Court conditionally approving the Disclosure Statement and the Solicitation Materials; (F) the First Day Pleadings and all orders sought pursuant thereto; (G) the Plan Supplement; (H) the DIP Orders, DIP Facilities Documents and DIP Motion; (I) the Bidding Procedures, the Bidding Procedures Order and the motion seeking approval thereof; (J) the Purchase Agreement between the Debtors and a Consenting Stakeholder Purchaser; (K) a written contribution and direction agreement by and among the Consenting Stakeholders; (L) the corporate governance documents and other organizational documents of Reorganized Sungard AS and its subsidiaries; and (M) such other agreements and documentation reasonably desired or necessary to consummate and document the Restructuring Transactions. The signing of the Definitive Documents will be subject to, among other things, the negotiation by the Debtors, the Consenting Stakeholder Purchaser and the Required Consenting Stakeholders of acceptable terms and conditions for the Definitive Documents as well as additional legal, accounting, financial, tax, business and regulatory due diligence. For the avoidance of doubt, this Restructuring Term Sheet is non-binding and in the event of any inconsistency

	between this Restructuring Term Sheet and any Definitive Document, such Definitive Document shall govern.

Exhibit 1

Debtors

Sungard AS New Holdings, LLC

Sungard AS New Holdings II, LLC

Sungard AS New Holdings III, LLC

Sungard Availability Services Holdings, LLC

Sungard Availability Network Solutions, Inc.

Sungard Availability Services Technology, LLC

Inflow LLC

Sungard Availability Services, LP

Sungard Availability Services Holdings (Europe), Inc.

Sungard Availability Services Holdings (Canada), Inc.

Sungard Availability Services, Ltd.

Sungard Availability Services (Canada) Ltd./Sungard, Services De Continuite Des Affaires (Canada) Ltee

EXHIBIT C

ABL DIP Term Sheet

Execution Version

SUNGARD AVAILABILITY SERVICES
DEBTOR-IN-POSSESSION REVOLVING CREDIT FACILITY
SUMMARY OF TERMS AND CONDITIONS

This Term Sheet provides an outline of a proposed superpriority senior secured debtor-in-possession revolving credit financing facility. This Term Sheet is for discussion purposes only, and is non-binding, and is neither an expressed nor implied offer with regard to any financing, to arrange, provide or purchase any loans in connection with the transactions contemplated hereby or to arrange, provide or assist in arranging or providing the potential financing described herein. Without limiting the generality of the foregoing, proposals contained herein shall be subject to, among other things, completion of due diligence. Any agreement to provide the DIP Facility or any other financing arrangement shall be subject to definitive documentation acceptable to the DIP Agent and DIP Lenders (as defined below), each acting in its sole discretion.

Borrowers:	Sungard AS New Holdings III, LLC (the "Company") and its direct and indirect subsidiaries (a) other than Sungard Availability Services (Canada) Ltd. (the "Canadian Borrower") that as borrowers (the "U.S. Borrowers") are parties to that certain Revolving Credit Agreement dated as of August 6, 2019 (as amended, amended and restated, supplemented or otherwise modified, the "Prepetition ABL Credit Agreement"[1], and the facility documented thereunder, the "Prepetition ABL Facility"), by and among the Company, as parent, the borrowers party thereto, the guarantors party thereto, and lenders party thereto and PNC Bank, National Association, as administrative agent and collateral agent (in such capacity, the "Prepetition ABL Agent", as debtors and debtors-in-possession in cases (the "Cases") under chapter 11 of title 11 of the United States Bankruptcy Code (the "Bankruptcy Code") to be commenced in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") (the date of commencement of the Cases, the "Petition Date"), and (b) the Canadian Borrower (together with the U.S. Borrowers, the "Borrowers"), which shall be a debtor in the Cases and which shall commence proceedings under Part IV of the Companies' Creditors Arrangement Act (Canada) in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") to recognize the Canadian Borrower's chapter 11 Case in Canada (the "Recognition Proceeding). The obligations of the Borrowers shall be joint and several.
Guarantor:	Sungard AS New Holdings II, LLC, as debtor and debtor-in-possession in the Cases (the "Guarantor", and together with the Borrowers, the "Debtors")). All obligations of the Borrowers

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Prepetition ABL Credit Agreement.

	under the ABL DIP Facility shall be unconditionally guaranteed on a joint and several basis by the Guarantor.
Type and Amount of the DIP Facility:	A senior secured superpriority priming debtor-in-possession credit facility (the "DIP ABL Facility" and the loans under the DIP Facility, the "DIP ABL Loans") comprised of a roll-up of the Prepetition Revolving Advances and Swing Loans (if any) and any unused commitments under the Prepetition ABL Credit Agreement, on a dollar-for-dollar basis, into new loans or commitments, as applicable, including without limitation all outstanding letters of credit, under such facility, in aggregate principal amount not to exceed $50,000,000. The DIP ABL Loans may be incurred, subject to the satisfaction or waiver of all conditions thereto set forth in the Definitive Financing Documentation (as defined below), as follows: (a) following the entry by the Bankruptcy Court of an order (the "Interim DIP Order"), in form and substance acceptable to the DIP ABL Lenders, authorizing the DIP ABL Facility on an interim basis (the "Interim DIP Order Entry Date") in an aggregate principal amount up to the amount of the Obligations under the Prepetition ABL Facility ("Prepetition ABL Obligations") (the "Interim DIP Funding") and (b) on and after the entry by the Bankruptcy Court of a final order (the "Final DIP Order" and together with the Interim DIP Order, the "DIP Order"), in form and substance acceptable to the DIP ABL Lenders, authorizing the DIP ABL Facility on a final basis (the "Final DIP Order Entry Date"). The Interim DIP Order shall provide, among other things, that (a) $13,500,000 of Cash of the Debtors maintained in a deposit account with and controlled by the Prepetition ABL Agent shall be repaid to the ABL Lenders upon entry of the Interim DIP Order and applied on a dollar-for-dollar basis as a permanent reduction to the Maximum Revolving Advance Amount, subject to the rights of third parties with respect to a Challenge (as defined below, and (b) the first proceeds of all Receivables constituting ABL Priority Collateral (and the postpetition equivalents thereof) and other ABL Priority Collateral (as defined below) (other than, for the avoidance of doubt, proceeds from the Term Loan DIP Facility) shall be deemed applied in reduction of the Prepetition ABL Obligations on a dollar for dollar basis and immediately deemed advanced to the Debtors under the DIP ABL Facility (subject to the limitations on advances set forth in Section 2.01(a) of the Prepetition ABL Credit Agreement) (the "Creeping ABL Roll-Up") until all such obligations have been repaid in full in cash and become indebtedness and obligations under the DIP ABL Facility

	(the "DIP ABL Obligations"), subject to the rights of third parties with respect to a Challenge below. The Final DIP Order shall provide, among other things, that any remaining Prepetition ABL Obligations shall be deemed repaid by an advance made to the Debtors under the DIP ABL Facility following entry of the Final DIP Order, subject to the rights of third parties with respect to a Challenge. All DIP ABL Loans and DIP ABL Obligations shall accrue interest at an interest rate per annum equal to the sum of three percent (3.00%) per annum plus the Alternate Base Rate, subject to the provisions of the Prepetition ABL Credit Agreement with respect to the Default Rate upon the postpetition occurrence and continuance of an Event of Default (as defined below). Advance Rates shall be as set forth in the Prepetition ABL Credit Agreement. DIP ABL Facility Closing Fee shall be $365,000, earned upon entry of the Interim DIP Order. The Availability Block Amount shall be $5,000,000. The Letter of Credit Sublimit shall be as set forth in the Prepetition ABL Credit Agreement. Letter of Credit Fees shall be as set forth in the Prepetition ABL Credit Agreement, except that the fee referred to in clause (x) of Section 2.23(a) thereof shall be the aggregate daily face amount of each outstanding Letter of Credit multiplied by 4.00%. All Letters of Credit issued under the Prepetition ABL Facility and outstanding on the Petition Date shall be deemed terminated and re-issued under the DIP ABL Facility. All post-petition collections of Receivables shall be deposited or transferred into the Controlled Account.
DIP ABL Lenders:	PNC Bank, National Association.
DIP ABL Agent:	PNC Bank, National Association, as administrative agent and collateral agent (in such capacity, the "DIP ABL Agent").
Maturity:	All obligations under the DIP ABL Facility shall be due and payable in full in cash on the earliest of (i) the Stated Maturity Date (as defined below); (ii) the date that is thirty (30) calendar days after the Petition Date, if the Final DIP Order has not been entered by the Bankruptcy Court on or before such date; (iii) the effective date of any chapter 11 plan for the reorganization of any

	Debtor; (iv) the consummation of any sale or other disposition of all or substantially all of the assets of the Debtors pursuant to Bankruptcy Code §363; and (v) the date of the acceleration of the DIP ABL Loans and the termination of the DIP ABL Commitments in accordance with the Definitive Financing Documentation (such earliest date, the "DIP Termination Date"). The principal of, and accrued interest on, the DIP ABL Loans and all other amounts owing to the DIP ABL Agent and the DIP ABL Lenders under the DIP ABL Facility shall be payable on the DIP Termination Date. "Stated Maturity Date" shall have the meaning set forth in the Term Loan DIP Term Sheet.
Purpose:	In accordance with the then current Approved Budget and Permitted Variances (each as defined in the Term Loan DIP Term Sheet), the proceeds of the DIP ABL Loans under the DIP ABL Facility shall be used only for the following purposes: (i) payment of certain prepetition amounts in accordance with the then current Approved Budget (including prepetition payments to certain critical vendors identified by the Debtors, to the extent set forth in the Approved Budget) and as authorized by the Bankruptcy Court pursuant to orders approving the first day motions filed by the Debtors, which orders shall be in form and substance satisfactory to the DIP ABL Lenders; (ii) to the extent set forth in the then current Approved Budget and in accordance with the terms of the DIP ABL Facility and the DIP Order, (a) payment of working capital and other general corporate needs of the Debtors in the ordinary course of business, and (b) payment of the costs and expenses of administering the Cases and the Recognition Proceedings (including (i) payments benefiting from the Carve-Out, and (ii) solely with respect to assets of the Canadian Borrower in Canada, the administration charge granted in the Recognition Proceedings, not to exceed $500,000 (the "Administration Charge")) incurred in the Cases and the Recognition Proceedings, including professional fees subject to the terms and conditions set forth in the Term Loan DIP Term Sheet. Notwithstanding the foregoing, no portion or proceeds of the DIP ABL Loans, the Carve-Out or the DIP ABL Collateral (as defined below) may be used in connection with the investigation (including discovery proceedings), initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the Prepetition ABL Agent and/or lenders in connection with the Prepetition ABL Facility, subject to a customary carve out for investigations.

Priority and Security under DIP ABL Facility:	All indebtedness and/or obligations of the Debtors to the DIP ABL Lenders and to the DIP ABL Agent, including without limitation all principal and accrued interest, costs, fees, expenses, and any exposure of any DIP ABL Lender or any of its affiliates in respect of cash management incurred on behalf of the Debtors (the following security, collectively, the "DIP ABL Liens"), shall be: a) Secured pursuant to Bankruptcy Code § 364(c)(2), subject to the Carve-Out and the Administration Charge (solely with respect to assets of the Canadian Borrower in Canada), by a valid, binding, continuing, enforceable, fully-perfected, non-avoidable first priority lien on, and security interest in, all DIP ABL Collateral, wherever located, which property was not subject to valid, perfected, non-avoidable and enforceable liens as of the Petition Date; b) Secured pursuant to Bankruptcy Code § 364(c)(3), subject to the Carve-Out and the Administration Charge (solely with respect to assets of the Canadian Borrower in Canada), the Term Loan DIP Liens on the Term Loan DIP Collateral in favor of the Term Loan DIP Lenders, and any replacement liens granted to the Prepetition Term Loan Lenders as adequate protection of their interests in the Debtors' property, by a valid, binding, continuing, enforceable, fully-perfected, non-avoidable junior lien on, and security interest in, all Term Loan Priority Collateral (as defined in the Intercreditor Agreement (as defined below)), wherever located, that is subject to a perfected lien or security interest on the Petition Date, or subject to a lien or security interest in existence on the Petition Date that is perfected subsequent thereto as permitted by Bankruptcy Code § 546(b); c) Secured pursuant to Bankruptcy Code § 364(d)(1), subject to the Carve-Out and the Administration Charge (solely with respect to assets of the Canadian Borrower in Canada), by a valid, binding, continuing, enforceable, fully-perfected, non-avoidable first priority senior priming lien on, and security interest in, all assets of the Debtors comprising ABL Priority Collateral (as defined in that certain Second Amended and Restated Intercreditor Agreement, dated as of May 25, 2021, by and among, the Prepetition ABL Agent, Alter Domus Products Corp. as New First Lien Term Agent, Alter Domus Products Corp. as Existing Second Lien Term Agent, and Alter Domus Products Corp. as New Second Lien Term Agent (as amended, amended and restated, supplemented or otherwise modified, the "Intercreditor Agreement");</td>

	d) Subject in all respects to the provisions of the Intercreditor Agreement. The property securing the DIP ABL Liens is collectively referred to as the "DIP ABL Collateral" and shall include, without limitation, all assets (whether tangible, intangible, real, personal or mixed) of the Debtors, whether now owned or hereafter acquired and wherever located, that would have constituted ABL Priority Collateral had the Chapter 11 Cases not been commenced. All obligations under the DIP ABL Facility shall also constitute claims entitled to the benefits of Bankruptcy Code § 364(c)(1) and § 503(b), having, subject to the Carve-Out, a super-priority over any and all administrative expenses of the kind that are specified in Bankruptcy Code §§ 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 552(b), 726, 1113, 1114 or any other provisions of the Bankruptcy Code ("Superpriority Claims"), pari passu with any superpriority claims granted pursuant to the DIP Order on account of the Term Loan DIP Obligations of the Borrowers and Guarantor.
Carve-Out	The Carve-Out shall have the meaning set forth in the Term Loan DIP Term Sheet. The allocation of funding of the Post-Carve Out Trigger Cap (as defined in the Interim DIP Order) and the Administration Charge from ABL Priority Collateral and Term Loan Priority Collateral will be determined by good faith negotiation between Required Term Loan DIP Lenders and the Required ABL DIP Lenders, or by order of the Court if the parties are unable to agree.
Prepayments:	*Voluntary*: Prepayments under the DIP Facility may be made at any time without premium or penalty (other than breakage costs to the extent applicable). *Mandatory*: The Definitive Financing Documentation shall require mandatory prepayments customarily found in loan documents for similar debtor-in-possession financings and other mandatory prepayments deemed by the DIP ABL Lenders appropriate to the specific transaction, including, without limitation, prepayments from proceeds of (i) sales of DIP ABL Collateral and (ii) insurance and condemnation proceeds in respect of DIP ABL Collateral.
Conditions Precedent to the Closing:	Conditions precedent customarily found in loan documents for similar debtor-in-possession financings and other conditions precedent deemed by the DIP ABL Lenders appropriate to the specific transaction, including, without limitation: (i) upon entry of

	the Final DIP Order, execution and delivery of an amendment and restatement to the Prepetition ABL Credit Agreement (the "DIP ABL Credit Agreement") and other definitive documentation evidencing the DIP ABL Facility, in each case, which shall be in form and substance substantially consistent with this Term Sheet and otherwise acceptable to the DIP ABL Lenders and the Debtors (the "Definitive Financing Documentation"); (ii) entry of the Interim DIP Order, in form and substance acceptable to the DIP ABL Lenders, Required Term Loan DIP Lenders (as defined in the Term Loan DIP Term Sheet) and the Debtors, which Interim DIP Order shall not have been reversed, amended, stayed, vacated, terminated or otherwise modified in any manner without the prior written consent of the DIP ABL Lenders in their sole discretion; (iii) delivery of the initial Approved Budget acceptable to the DIP ABL Lenders in their sole discretion; and (iv) the Bankruptcy Court's entry of an interim 'cash management order' on terms and conditions acceptable to the DIP ABL Lenders in their reasonable discretion.
Conditions Precedent to Each DIP ABL Loan:	Conditions precedent customarily found in loan documents for similar debtor-in-possession financings and other conditions precedent deemed by the DIP ABL Lenders appropriate to the specific transaction, including, without limitation, (i) compliance of each advance of a DIP ABL Loan with the Approved Budget then in effect, (ii) no default or event of default, (iii) accuracy of representations and warranties in all material respects, (iv) delivery of a notice of borrowing, (v) the DIP Order shall not have been reversed, amended, stayed, vacated, terminated or otherwise modified in any manner without the prior written consent of the DIP ABL Lenders in their sole discretion. For the avoidance of doubt, such conditions precedent shall not apply to any DIP ABL Loan deemed made as a result of any Creeping ABL Rollup, but such DIP ABL Loans shall be subject to the limitations on advances set forth in Section 2.01(a) of the Prepetition ABL Credit Agreement.
Representations and Warranties:	The Definitive Financing Documentation shall contain representations and warranties consistent with the Prepetition ABL Credit Agreement (modified as necessary to reflect the commencement of the Cases), customarily found in loan documents for similar debtor-in-possession ABL financings, and/or as reasonably required by the DIP ABL Lenders.

Reporting Covenants, Affirmative Covenants and Negative Covenants:	The Definitive Financing Documentation shall contain reporting requirements, affirmative covenants and negative covenants consistent with the Prepetition ABL Credit Agreement (modified as necessary to reflect the commencement of the Cases), customarily found in loan documents for similar debtor-in-possession ABL financings, and/or as reasonably required by the DIP ABL Lenders, including without limitation: (i) compliance with the Approved Budget, subject to permitted variances consistent with the terms of the Term Loan DIP Term Sheet, (ii) delivery of updates of the Approved Budget, which updates shall be approved by the DIP ABL Lenders and the Required Term Loan DIP Lenders, (iii) delivery of weekly variance reports; (iv) a prohibition on transferring any cash or cash equivalents that constitutes DIP ABL Collateral to a subsidiary of the Company that is not a Guarantor except as otherwise provided for by an Approved Budget; (v) compliance with the Milestones (as defined below), (vi) compliance with the DIP Orders; (vii) a prohibition on filing, proposing, or supporting any plan of reorganization that does not indefeasibly satisfy the DIP ABL Obligations in full in cash. Without limitation of the foregoing, from and after entry of the Interim DIP Order, the Debtors shall provide the DIP ABL Agent with (a) weekly Approved Budget updates and weekly variance reports, and (b) copies of all financial and operational reporting as and when provided under the Term Loan DIP Term Sheet.
Milestones:	To include certain milestones relating to the timing for filing and confirmation of a plan of reorganization, and the filing and consummation of asset sales pursuant to Bankruptcy Code § 363 and § 365, as set forth in the DIP Order.
Financial Covenants:	Variance Covenant as set forth in the DIP Order.
Approved Budget:	The Approved Budget shall be as set forth in the Term Loan DIP Term Sheet. Without limitation of the foregoing, the Approved Budget shall include weekly reporting of the Debtors' Cash.
Borrowing Base:	Notwithstanding anything to the contrary in this Term Sheet and in the Prepetition ABL Credit Agreement, the Debtors shall not be required to deliver any weekly Borrowing Base Certificate unless a postpetition Event of Default has occurred and is continuing.
Cash Collateral:	The DIP Order shall authorize the Debtors to use prepetition and postpetition cash collateral subject to the terms set forth in the DIP Order, subject to the Approved Budget and the Variance Covenant.

Adequate Protection for Prepetition ABL Facility:	The DIP Order shall provide the Prepetition ABL Facility (to the extent outstanding) adequate protection acceptable to the lenders thereunder, which may include the provision of replacement liens, superpriority administrative expense claims, current cash payment of reasonable fees and expenses including attorneys' fees and expenses, subject in all respects to the Intercreditor Agreement.
Events of Default:	The Definitive Financing Documentation shall contain events of default customarily found in loan documents for similar debtor-in-possession financing and other events of default reasonably required by the DIP ABL Lenders, including without limitation (a) non-compliance with the Milestones and covenants set forth in this Term Sheet, (b) the occurrence and/or continuance of an "Event of Default" under the Term Loan DIP Facility, and (c) the dismissal of the Cases, or conversion of the Cases to cases under chapter 7 of the Bankruptcy Code.
Remedies:	The DIP ABL Agent and the DIP ABL Lenders shall have customary remedies, including, without limitation, the right (after providing five (5) business days' prior notice to the Debtors and the official creditors' committee of the occurrence of the DIP Termination Date, with respect to the DIP Collateral (the "Notice Period")) to realize on all DIP Collateral, subject to the terms of the DIP Orders.
Indemnification and Expenses:	The Debtors that are Borrowers or the Guarantor, jointly and severally, shall indemnify and hold harmless the DIP ABL Agent, the DIP ABL Lenders, their respective affiliates, successors and assigns and the officers, directors, employees, agents, advisors, controlling persons and members of each of the foregoing (each, an "Indemnified Person") from and against all costs, expenses (including reasonable and documented fees, disbursements and other charges of outside counsel) and liabilities of such Indemnified Person arising out of or relating to any claim or any litigation or other proceeding (regardless of whether such Indemnified Person is a party thereto and regardless of whether such matter is initiated by a third party or by the Company or any of its affiliates) that relates to the DIP ABL Facility or the transactions contemplated thereby; provided that, no Indemnified Person shall be indemnified for any cost, expense or liability to the extent determined in the final, non-appealable judgment of a court of competent jurisdiction to have resulted solely from its gross negligence or willful misconduct.

	No Indemnified Person shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Debtors or any of their subsidiaries or any shareholders or creditors of the foregoing for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from such Indemnified Person's gross negligence or willful misconduct. In no event, however, shall any Indemnified Person be liable on any theory of liability for any special, indirect, consequential or punitive damages. In addition, (a) all out-of-pocket expenses (including, without limitation, reasonable and documented fees, disbursements and other charges of outside counsel, local counsel, and financial advisors (collectively, the "DIP Professionals")) of the DIP ABL Agent and the DIP ABL Lenders in connection with the DIP ABL Facility and the transactions contemplated thereby shall be paid by the Debtors from time to time, whether or not the Closing Date occurs, and (b) all out-of-pocket expenses (including, without limitation, fees, disbursements and other charges of the DIP Professionals) of the DIP ABL Agent and the DIP ABL Lenders, for enforcement costs associated with the DIP ABL Facility and the transactions contemplated thereby shall be paid by the Debtors.
Assignments and Participations:	Assignments under the DIP ABL Facility are subject to the consent of the DIP ABL Agent and the Company, which consent shall not be unreasonably withheld or delayed, except, in each case, with respect to any assignment to a lender, an affiliate of such a lender or a fund engaged in investing in commercial loans that is advised or managed by such a lender. No participation shall include voting rights, other than for matters requiring consent of 100% of the lenders.
Governing Law:	State of New York, except as governed by the Bankruptcy Code.
Miscellaneous:	The DIP Order shall, among other things: a) contain a 'good faith finding' under Bankruptcy Code § 364(e); b) (1) set a time limit acceptable to the DIP ABL Agent for challenges by third parties to any indebtedness, obligations, and/or liens under the Prepetition ABL Facility and to the assertion by third parties of any other claims and causes of action against the Prepetition ABL Agent and/or lenders under the Prepetition ABL Facility arising from or related thereto (any of the foregoing, a "Challenge"), and (2) contain

	usual and customary stipulations, admissions, waivers, and releases, by the Debtors, with respect to such indebtedness, obligations, liens, challenges, claims, and causes of action; c) provide that the DIP ABL Lenders shall have the unconditional right to credit bid the outstanding DIP ABL Obligations and Prepetition ABL Obligations on a dollar-for-dollar basis in connection with any disposition of estate property that is ABL Priority Collateral (or the postpetition equivalent thereof) or other than in the ordinary course of business, whether pursuant to Bankruptcy Code § 363, a plan of reorganization, or otherwise (a "Disposition"), subject to the priority of the DIP ABL Liens and the provisions of the Intercreditor Agreement; d) provide that no obligations of the Debtors under the Term Loan DIP Facility or any prepetition Term Loan facility may be credit bid in any Disposition against the purchase price of any ABL Priority Collateral; e) provide that if any Disposition includes both prepetition or postpetition ABL Priority Collateral and Term Priority Collateral (as defined in the Intercreditor Agreement), and the DIP ABL Agent and any prepetition or postpetition term loan agents or term loan lenders are unable after negotiating in good faith to agree on the allocation of the purchase price between the prepetition or postpetition ABL Priority Collateral and Term Priority Collateral, any of such agents may apply to the Bankruptcy Court to make a determination of such allocation, and the Bankruptcy Court's determination in a final order shall be binding upon the parties. The Final DIP Order shall provide, among other things, waivers of Bankruptcy Code § 506(c), the § 552(b) 'equities of the case' exception, and marshaling. The Definitive Financing Documentation shall include standard yield protection provisions (including, without limitation, provisions relating to compliance with risk based capital guidelines, increased costs and payments free and clear of withholding taxes).

Exhibit D

Term Loan DIP Term Sheet

Execution Version

SUNGARD AS
TERM LOAN DIP FINANCING TERM SHEET

This debtor in possession financing term sheet (including all exhibits, schedules and annexes hereto, as may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms of the Restructuring Support Agreement (as defined below) (the "Term Sheet"), which is attached as Exhibit D to the Restructuring Support Agreement, dated as of April 11, 2022 (as may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Restructuring Support Agreement"), summarizes the indicative terms pursuant to which the Term Loan DIP Lenders (as defined below) would provide debtor in possession financing to Sungard AS New Holdings III, LLC ("Sungard AS III") and its U.S. and Canadian affiliates who have filed chapter 11 cases (the "Chapter 11 Cases") in the Bankruptcy Court (as defined below) (collectively, the "Debtors"), and solely with respect to Sungard Availability Services (Canada) Ltd./Sungard, Services De Continuite Des Affaires (Canada) Ltee ("Sungard AS Canada"), proceedings under Part IV of the Companies' Creditors Arrangement Act (Canada) commenced in the Ontario Superior Court of Justice (Commercial List) ("Canadian Court"). The terms and conditions set forth herein are subject to change. The consummation of such financing is subject to (i) the accuracy and completeness in all material respects of all representations that the Debtors make to the Term Loan DIP Lenders under the Term Loan DIP Credit Agreement and all written information that the Debtors furnish to the Term Loan DIP Lenders and (ii) authorization and approval by the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"). This Term Sheet does not purport to summarize all of the terms, conditions, covenants, representations, warranties, and other provisions which would be contained in the definitive documentation for the transactions described herein. This Term Sheet is confidential. This document and related discussions constitute settlement discussions subject to Federal Rule of Evidence 408 and any and all similar state or local statutes and rules. Capitalized terms used but not defined in this Term Sheet shall have the meanings ascribed to such terms in the Restructuring Support Agreement or the restructuring term sheet attached as Exhibit B to the Restructuring Support Agreement (the "Restructuring Term Sheet").

Borrower	Sungard AS New Holdings III, LLC
Guarantors	Sungard AS New Holdings II, LLC and all other of the Borrower's subsidiaries and affiliates who are Debtors; *provided, however*, that Sungard AS Holdings, LLC and its assets shall only be obligated as to the new money portion of the Term Loan DIP Facility.
Facility Description	Up to $285,900,000 multi-draw senior secured priming debtor in possession term loan facility (the "Term Loan DIP Facility") consisting of: (a) the Interim Term Loan DIP Amount (as defined below); (b) up to $54,150,000 of the Final Term Loan DIP Amount (as defined below); and

	(c) subject to entry of the Final DIP Order, a roll-up of up to $190,600,000 (the "Roll-Up Amount") of Prepetition Term Loan Obligations (as defined below) held by the Term Loan DIP Lenders, which amounts shall be exclusive of the Bridge Financing Obligations (as defined below) (because such obligations will be repaid upon entry of the Interim DIP Order), on a cashless dollar-for-dollar basis into loans under the Term Loan DIP Facility. Upon entry of the Final DIP Order, each Term Loan DIP Lender will roll-up, on a 2:1 basis for each dollar actually funded of the new money portion of the Term Loan DIP Facility (and automatically upon any further funding of the new money portion of the Term Loan DIP Facility), its pro rata share of Prepetition 1L Term Loan Obligations (as defined below) beneficially owned by it, and thereafter, its pro rata share of Prepetition 2L Term Loan Obligations (as defined below) beneficially owned by it until the amount rolled-up equals the Roll-Up Amount; provided, however, that the Roll-Up Amount is subject to the Roll-Up Reduction Provision (as set forth below). The Term Loan DIP Facility shall be structured with multiple tranches with (a) the new money portion of the Term Loan DIP Facility classified as a first-out tranche ("Tranche A"), (b) any roll-up portion of the Prepetition 1L Term Loan Obligations classified as a second-out tranche ("Tranche B"), and (c) any roll-up portion of the Prepetition 2L Term Loan Obligations classified as a last-out tranche ("Tranche C").
Term Loan DIP Lenders	The entities set forth on Exhibit 1 hereto (each an "Initial Term Loan DIP Lender"). Each Consenting Term Loan DIP Lender (as defined in the Restructuring Support Agreement) agrees to undertake, on behalf of itself or its designee, the following commitments (collectively, the "Term Loan DIP Commitments"): (i) a subscription commitment, whereby each Initial Term Loan DIP Lender agrees to subscribe to the new-money portion of the Term Loan DIP Facility on the basis of their pro rata share of Prepetition 1L Term Loan Obligations beneficially owned by them; and (ii) a backstop commitment, whereby each Initial Term Loan DIP Lender agrees to fund any new-money portion of the Term Loan DIP Facility that holders of Prepetition 1L Term Loan Obligations do not subscribe for. Participation in the new-money portion of the Term Loan DIP Facility shall be offered, on a pro rata basis to all holders of Prepetition 1L Term Loan Obligations based on their beneficial

	ownership thereof (all such holders electing to participate, collectively, the "Term Loan DIP Lenders").
Required Term Loan DIP Lenders	Two (2) or more unaffiliated Consenting Term Loan DIP Lenders holding at least 50.1% of the aggregate outstanding principal amount of Term Loan DIP Obligations (the "Required Term Loan DIP Lenders") held by all Consenting Term Loan DIP Lenders.
Term Loan DIP Agent	Acquiom Agency Services LLC (the "Term Loan DIP Agent" and, together with the Term Loan DIP Lenders, the "Term Loan DIP Secured Parties").
Interim Availability	$41,150,000 (the "Interim Term Loan DIP Amount") to be made available in one or more draws in accordance with the Approved Budget after the Bankruptcy Court's entry of the Interim DIP Order (as defined below) and the satisfaction or waiver by the Required Term Loan DIP Lenders of the other applicable conditions precedent to each such draw.
Final Availability	$95,300,000 million (the "Final Term Loan DIP Amount") to be made available in one or more draws in accordance with the Approved Budget after the Bankruptcy Court's entry of the Final DIP Order and upon the satisfaction or waiver by the Required Term Loan DIP Lenders of the other applicable conditions precedent to each such draw; provided that the "Final Term Loan DIP Amount" includes $16,330,000 which will only be available in the event of the Maturity Extensions. The Interim Term Loan DIP Amount and the Final Term Loan DIP Amount may be made in multiple delayed draws in accordance with the Approved Budget in an aggregate principal amount for all such delayed draws not to exceed the Interim Term Loan DIP Amount and the Final Term Loan DIP Amount, as applicable, upon the satisfaction or waiver by the Required Term Loan DIP Lenders of conditions precedent to each such draw to be agreed.
Term Loan DIP Liens & Term Loan DIP Collateral	Subject to (a) the Carve Out (as defined below), (b) prepetition and postpetition liens of the ABL Agent (as defined below) on the ABL Priority Collateral (as defined below), (c) solely with respect to assets of Sungard AS Canada in Canada, the administration charge granted by the Canadian Court in respect of certain Canadian related professional fees, not to exceed $500,000 (the "Administration Charge") and (d) certain liens senior by operation of law and otherwise permitted by the Prepetition 1L Term Loan Documents, but solely to the extent any such permitted liens were valid, properly perfected, non-avoidable and senior in priority to the prepetition liens securing the Prepetition 1L Term Loan Obligations as of the

	Petition Date, or valid, non-avoidable, senior priority liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code the "Permitted Liens"), the Term Loan DIP Facility and the obligations of the Debtors thereunder including, without limitation, all principal and accrued interest, the Roll-Up Amount, premiums (if any), costs, fees, expenses, disbursements, reimbursement obligations (whether contingent or otherwise), indemnities and any and all other amounts due or payable under the Term Loan DIP Facility (collectively, the "Term Loan DIP Obligations"), (i) will be entitled to super priority claim status pursuant to Section 364(c)(1) of the Bankruptcy Code and (ii) will be secured by a fully perfected security interest pursuant to Section 364(c)(2), Section 364(c)(3) and Section 364(d)(l) of the Bankruptcy Code in all property and assets of the Debtors and their Estates (the "Term Loan DIP Liens") of any nature whatsoever and wherever located, whether first arising prior to or following the Petition Date, now owned or hereafter acquired, including all accounts, chattel paper, commercial tort claims, deposit accounts, documents, equipment, general intangibles, goods, instruments, inventory, investment property, letter-of-credit rights, real property, books and records, and all proceeds, rents, profits, and offspring of the foregoing and subject to entry of the Final DIP Order, the proceeds of Avoidance Actions (collectively, the "Term Loan DIP Collateral"). For avoidance of doubt, Term Loan DIP Collateral shall include a pledge of the stock of any direct non-guarantor foreign subsidiary to the maximum extent permitted by applicable law. The Term Loan DIP Liens shall be effective and perfected by the Interim DIP Order and the Final DIP Order and without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements.
Interest Rate	Tranche A: L+9.50% payable monthly in cash; provided that, on any monthly interest payment date, the Borrower may elect to pay up to 8.50% of such interest in kind. Tranche B: L+7.50% payable monthly in cash; provided that, on any monthly interest payment date, the Borrower may elect to pay up to 6.50% of such interest in kind. Tranche C: L+6.75% payable monthly in cash; provided that, on any monthly interest payment date, the Borrower may elect to pay up to 5.75% of such interest in kind.
Term Loan DIP Fees	4.00% backstop fee (taken as a percentage of each Term Loan DIP Lender's Term Loan DIP Commitment) payable in kind on the new-

	money portion of the Term Loan DIP Facility and earned upon entry of the Interim DIP Order. 2.5% transaction fee payable in cash on the new-money portion of the Term Loan DIP Facility that is repaid with the proceeds of any sale of the Debtors' assets outside of the ordinary course of business to a purchaser other than the Consenting Stakeholder Purchaser (as defined in the Restructuring Term Sheet). 1.5% per annum unused Term Loan DIP Facility commitment fee payable monthly in cash on the average unused amount of the Interim Term Loan DIP Amount or the Final Term Loan DIP Amount, as the case may be, between entry of the Interim DIP Order or the Final DIP Order, as the case may be, and the date the Interim Term Loan DIP Amount or the Final Term Loan DIP Amount, as the case may be, has been fully funded. To the Term Loan DIP Agent, the agent's fees set forth in the letter agreement between the Term Loan DIP Agent and the Borrower.
Original Issue Discount	The Tranche A Term Loan DIP Loans to be made under the Term Loan DIP Facility shall be made a discount of 3.00% of the Tranche A Term Loan DIP Commitments.
Use of Proceeds	Subject to Bankruptcy Court approval, proceeds of the Term Loan DIP Facility to be used solely in accordance with the Term Loan DIP Documents (as defined below) and the Approved Budget (as defined below) (subject to Permitted Variances), which shall include the indefeasible payment in full of all Bridge Financing Obligations upon entry of the Interim DIP Order. No cash collateral or proceeds of the Term Loan DIP Facility may be used to investigate, challenge, object to or contest the validity, security, perfection, priority, extent or enforceability of any amount due under, or the liens or claims granted under or in connection with the DIP Facilities or the Prepetition Credit Agreements (as defined below); provided that the official committee of unsecured creditors (the "Creditors' Committee"), if any, may use up to $50,000 to investigate (but not seek formal discovery or commence any challenge, objection or prosecute) any such claims or causes of action. No cash collateral or proceeds of the Term Loan DIP Facility may be distributed to, or used for the benefit of, any non-Debtor affiliates or subsidiaries of the Debtors, including Sungard Availability Services (UK) Limited or applied toward (directly or indirectly) its administration (or to an administrator in England) without the prior

	written approval of the Required Term Loan DIP Lenders.
Maturity	All Term Loan DIP Commitments will terminate, and all obligations outstanding under the Term Loan DIP Facility (the "Term Loan DIP Obligations") will be immediately due and payable in full in cash on the earliest to occur of: (a) 120 calendar days after the Petition Date (the "Maturity Date") subject to no more than two extensions (each, a "Maturity Extension") of thirty (30) days each if (x) such Maturity Extension is approved in writing by the Required Term Loan DIP Lenders or (y) on the date that is the then-current Maturity Date: i. the Debtors have provided the Required Term Loan DIP Lenders an "extension budget" for the corresponding 30-day period covered by the Maturity Extension which has been approved by the Required Term Loan DIP Lenders and which demonstrates that the Debtors can maintain a minimum liquidity of no less than $2 million of unrestricted cash in deposit accounts subject to the liens of the Term Loan DIP Agent, excluding any new-money DIP Term Loan Facility amounts to be funded for that extension period; ii. the Debtors have received one or more "Qualified Bids" (as defined in the Restructuring Support Agreement) for all, substantially all, or any combination of the Debtors' assets from a party or parties other than the Consenting Stakeholder Purchaser that has not be withdrawn in an amount(s) greater than the applicable "Reserve Price" (as defined in the Restructuring Support Agreement)[1]; iii. an executed asset purchase agreement, which is reasonably satisfactory to the Required Term Loan DIP Lenders and which remains in full force and effect, for the sale of Lognes campus owned by Sungard Availability Services (France) SAS; and iv. no Events of Default shall have occurred and be continuing.

[1] For the avoidance of doubt, a credit bid of any portion of the Term Loan DIP Obligations shall not constitute a Qualified Bid for purposes of a Maturity Extension.

	(b) the date that is thirty (30) calendar days after the Petition Date if the Final DIP Order has not been entered by the Bankruptcy Court on or before such date; (c) the date of consummation of any sale of all or substantially all of the assets of the Debtors pursuant to section 363 of the Bankruptcy Code; (d) the date of acceleration of the Term Loan DIP Loans and the termination of the Term Loan DIP Commitments upon the occurrence of an Event of Default (as defined below); (e) the substantial consummation or effective date of any chapter 11 plan; (f) the date the Bankruptcy Court orders the conversion of the bankruptcy case of any of the Debtors to a chapter 7 liquidation; and (g) dismissal of the bankruptcy case of any Debtor.
Affirmative Covenants	The Term Loan DIP Documents shall include affirmative covenants that are substantially the same as those set forth in the Prepetition 1L Term Loan Credit Agreement (as defined below) (modified as necessary to reflect the commencement of the chapter 11 cases) with such other covenants as the Term Loan DIP Lenders shall reasonably require in the Term Loan DIP Documents, including the following: (a) compliance with the Milestones (as defined below); (b) compliance with the Approved Budget and the Term Loan DIP Variance Covenant (as defined below); (c) compliance with reporting and information delivery requirements to be set forth in the Term Loan DIP Documents and access to information (including historical information) and personnel, including, without limitation, a. meetings (which shall be telephonic or virtual unless otherwise agreed) with the Debtors' management and professional advisors, no less frequently than weekly, with access to all information reasonably requested upon reasonable prior notice; b. providing operating key performance indicators and customer retention reporting;

	c. providing verbal weekly financing performance updates; d. providing verbal weekly updates on the Business Plan (as defined in Restructuring Support Agreement), including, without limitation operational and strategic initiatives (including cost cutting and lease rationalization initiatives); and e. providing verbal updates, no less frequently than weekly, regarding the sale process. (d) compliance with the Interim DIP Order and the Final DIP Order; (e) delivery to counsel to the Term Loan DIP Lenders of, to the extent reasonably practicable, all material filings the Debtors intend to file with the Bankruptcy Court at least three days in advance of such filing; and (f) the Debtors' use of commercially reasonable efforts to obtain and maintain, beginning 15 days after entry of the Interim DIP Order, a private rating in respect of the Term Loan DIP Facility from at least two of S&P, Fitch and Moody's (but not a specific rating).
Negative Covenants	The Term Loan DIP Documents shall include negative covenants that are substantially the same as those set forth in the Prepetition 1L Term Loan Credit Agreement (modified as necessary to reflect the commencement of the chapter 11 cases) with such other covenants as the Term Loan DIP Lenders shall reasonably require in the Term Loan DIP Documents, including covenants prohibiting the following unless otherwise agreed by the Required Term Loan DIP Lenders: (a) incur any post-petition indebtedness outside of the ordinary course of business except the Term Loan DIP Facility, customary debt carveouts satisfactory to the Required Term Loan DIP Lenders and other debt permitted with the written consent of the Required Term Loan DIP Lenders; (b) create or permit to exist any liens or encumbrances on any assets, other than ABL DIP Liens, "Permitted Liens," liens securing the Term Loan DIP Facility, the Administration Charge (solely with respect to assets of Sungard As Canada in Canada), customary lien carveouts satisfactory to the

	Required Term Loan DIP Lenders and any liens permitted with the written consent of the Required Term Loan DIP Lenders; (c) create or permit to exist any other superpriority claim which is pari passu with or senior to the claims of the Term Loan DIP Lenders under the Term Loan DIP Facility, except for the Carve-Out, ABL DIP Facility and ABL Credit Agreement and, the Administration Charge (solely with respect to assets of Sungard AS Canada in Canada); (d) sell any assets (including, without limitation, any disposition under Bankruptcy Code section 363) without the prior written consent of the Required Term Loan DIP Lenders, unless such sale indefeasibly satisfies the Term Loan DIP Obligations in full in cash; (e) modify or alter (i) in any material manner the nature and type of its business or the manner in which such business is conducted or (ii) its organizational documents, except as required by the Bankruptcy Code or in a manner that is not materially adverse to the interests of the Term Loan DIP Lenders (in their capacities as such); (f) file or propose any plan of reorganization, other than a plan filed in connection with the Equitization Scenario (as defined in the Restructuring Support Agreement) that does not indefeasibly satisfy the Term Loan DIP Obligations in full in cash or is materially inconsistent with the Restructuring Support Agreement; (g) pay pre-petition indebtedness, except as expressly provided for herein or in the Approved Budget; and (h) make any investments, debt repayments or dividends except as expressly provided for herein or in the Approved Budget.
Restructuring Support Agreement; Milestones	The Term Loan DIP Facility is intended to facilitate a restructuring of the Debtors through a Sale Scenario and/or an Equitization Scenario (each as defined in the Restructuring Support Agreement) (the "Restructuring Transactions"). In accordance with the Restructuring Support Agreement, and in furtherance of the Restructuring Transactions, the Debtors shall be required to comply with the milestones set forth in Sections 11.03 and 11.04 of the Restructuring Support Agreement ("Milestones").

Events of Default	The Term Loan DIP Documents shall include the following "Events of Default": (a) failure to comply with any of the Milestones; (b) if the Debtors request authority to obtain any financing not consented to by the Required Term Loan DIP Lenders; (c) the filing of any chapter 11 plan or related disclosure statement not consented to by the Required Term Loan DIP Lenders, other than a chapter 11 plan that indefeasibly satisfies the Term Loan DIP Obligations in full in cash; (d) the appointment of a chapter 11 trustee or an examiner with enlarged powers; (e) the filing of any motion seeking approval of a sale of any Term Loan DIP Collateral without the consent of the Required Term Loan DIP Lenders, other than a sale that indefeasibly satisfies the Term Loan DIP Obligations in full in cash; (f) the conversion of any of the Debtors' cases to chapter 7; (g) termination of the Debtors' exclusive right to propose a chapter 11 plan; (h) breach of any of the Debtors' affirmative or negative covenants, subject to applicable grace periods; (i) the Debtors fail to comply with the Interim DIP Order or the Final DIP Order in any material respect; (j) the Bankruptcy Court enters an order modifying, reversing, revoking, staying, rescinding, or vacating the Interim DIP Order, the Final DIP Order or any other Term Loan DIP Document; (k) (i) the occurrence of any Consenting First Lien Lender/Second Lien Lender Termination Event (unless waived in writing by the Required Consenting First Lien Lenders or the Required Consenting Second Lien Lenders, as applicable) under the Restructuring Support Agreement or (ii) the Restructuring Support Agreement is terminated for any reason;

	(l) dismissal of any of the Debtors' chapter 11 cases; and (m) other events of default that are usual and customary for debtor in possession loan facilities of this nature.
Budget	The Debtors will prepare and deliver a thirteen week cash flow forecast, in form and substance acceptable to the Required Term Loan DIP Lenders (the "Initial Term Loan DIP Budget" and as updated by subsequent budgets approved, in writing, by the Required Term Loan DIP Lenders, the "Approved Budget"). All cash, cash collateral and proceeds of the Term Loan DIP Facility shall be used solely in accordance with the Approved Budget.
Variance Reporting	On the Wednesday of each calendar week following the day the chapter 11 bankruptcy petition is filed (the "Petition Date") and for each calendar week thereafter, by no later than 12:00 p.m. New York City time, the Debtors shall deliver to the Term Loan DIP Agent and the Term Loan DIP Lenders (and their advisors) a variance report (each, a "Variance Report") setting forth, in reasonable detail, "cumulative receipts" and "disbursements" of the Debtors and any variances between the actual amounts and those set forth in the then-in-effect Approved Budget for the Testing Period (as defined below). The Variance Report shall also provide a reasonably detailed explanation for any variance on a cumulative basis. The term "Testing Period" means, with respect to the Variance Report required to be delivered, the prior four week period (except that no such variance reporting shall be required for the periods prior to the Petition Date). The Debtors shall not permit the aggregate cumulative "Receipts" and "Disbursements" variances for any Testing Period of the projected "Receipts" and "Disbursements" to exceed (a) for the first eight (8) Variance Reports, 15% (on a cumulative basis taking into account the variance for any prior Testing Period), and (b) for each Variance Report thereafter, 10% (on a cumulative basis taking into account the variance for any prior Testing Period), as set forth in the then-Approved Term Loan DIP Budget (such permitted variances, the "Permitted Variance" and such limitations, the "Term Loan DIP Variance Covenant"); provided, however, there shall be no Term Loan DIP Variance Covenant for the first four weeks following the Petition Date; and provided, further, that any fees, costs or expenses of the Debtors' professionals shall not be included for purposes of determining if the Term Loan DIP Variance Covenant has been satisfied.

Prepetition ABL Debt	The Debtors owe $29.0 million in principal plus accrued interest, premiums (if any), costs, fees, expenses and other obligations ("Prepetition ABL Obligations") pursuant to that certain Revolving Credit Agreement, dated as of August 6, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the date hereof, the "Prepetition ABL Credit Agreement and together with all related security agreements, collateral agreements, pledge agreements, control agreements, guarantees and other documents, the "Prepetition ABL Credit Documents") by and among Sungard AS III as borrower, the other Debtors as guarantors, the financial institutions party thereto from time to time as lenders (the "Prepetition ABL Lenders") and PNC Bank, National Association as administrative and collateral agent (the "ABL Agent"). The Prepetition ABL Obligations are secured by (i) a first priority lien on "ABL Priority Collateral" as defined in that certain Intercreditor Agreement, dated August 6, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the date hereof, the "Intercreditor Agreement"), among the ABL Agent, the Prepetition 1L Agent (as defined below) and the Prepetition 2L Agent (as defined below) and (ii) a third priority lien on "Term Loan Priority Collateral" as defined in the Intercreditor Agreement.
Prepetition 1L Debt	The Debtors owe $108,233,409 plus accrued interest, premiums (if any), costs, fees, expenses and other obligations ("Prepetition 1L Term Loan Obligations") under that certain *Credit Agreement*, dated as of December 22, 2020 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the date hereof, the "Prepetition 1L Term Loan Credit Agreement" and together with all related security agreements, collateral agreements, pledge agreements, control agreements, guarantees and other documents, the "Prepetition 1L Term Loan Documents") by and among Sungard AS III as borrower, the other Debtors as guarantors, the financial institutions party thereto from time to time as lenders (the "Prepetition 1L Term Loan Lenders"), and Alter Domus Products Corp., as administrative agent and collateral agent (in such capacities, the "Prepetition 1L Agent"). The Prepetition 1L Term Loan Obligations include $7.21 million of principal plus accrued interest, premiums (if any), costs, fees, expenses and other obligations incurred pursuant to that certain *Amendment No. 2 to Credit Agreement*, dated as of April 7, 2022 (the "Bridge Financing Obligations"). The Prepetition 1L Term Loan Obligations are secured by (i) a first priority lien on Term Loan Priority Collateral and (ii) a second

	priority lien on ABL Priority Collateral.
Prepetition 2L Debt	The Debtors owe $286,535,318 plus accrued interest, premiums (if any), costs, fees, expenses and other obligations ("Prepetition 2L Term Loan Obligations" and together with the Prepetition 1L Term Loan Obligations, the " Prepetition Term Loan Obligations") under that certain (a) *Junior Lien Credit Agreement*, dated as of May 3, 2019, as amended by Amendment No. 1 as of August 1, 2020, as amended by Amendment No. 2 as of December 10, 2020, and as further amended by Amendment No. 3 as of December 22, 2020 (as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the date hereof, the "Prepetition Existing 2L Term Loan Credit Agreement") and (b) *Junior Lien Credit Agreement*, dated as of December 22, 2020 (as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the date hereof, the "Prepetition New 2L Term Loan Credit Agreement" and together with the Prepetition 1L Term Loan Credit Agreement and the Prepetition Existing 2L Term Loan Credit Agreement, the "Prepetition Term Loan Credit Agreements") and together with all related security agreements, collateral agreements, pledge agreements, control agreements, guarantees and other documents, the "Prepetition 2L Term Loan Documents") each by and among Sungard AS III as borrower, the other Debtors as guarantors, the financial institutions party thereto from time to time as lenders (collectively, the "Prepetition 2L Term Loan Lenders" and together with the Prepetition 1L Term Loan Lenders, the "Prepetition Term Loan Lenders"), and Alter Domus Products Corp., as administrative agent and collateral agent (in such capacities, the "Prepetition 2L Agent" and together with the Prepetition 1L Agent, the "Prepetition Term Loan Agents" and together with the Prepetition 1L Term Loan Lenders and the Prepetition 2L Term Loan Lenders, the "Prepetition Secured Parties"). The Prepetition 2L Term Loan Obligations are secured by (i) a second priority lien on Term Loan Priority Collateral and (ii) a third priority lien on ABL Priority Collateral.
Adequate Protection	In exchange for the consent of the Prepetition ABL Lenders and the Prepetition Term Loan Lenders to the use of cash collateral and the priming Term Loan DIP Liens (other than with respect to ABL Agent's liens on ABL Priority Collateral), the DIP Orders shall provide: a. Adequate protection claims to the ABL Agent, the Prepetition 1L Agent, the Prepetition 2L Agent entitled to

	superpriority expense status; b. Adequate protection liens to the ABL Agent, the Prepetition 1L Agent and the Prepetition 2L Agent, which liens shall rank junior to Permitted Liens and Term Loan DIP Liens on the Term Loan Priority Collateral and senior to liens securing the Prepetition ABL Obligations, the Prepetition 1L Term Loan Obligations and the Prepetition 2L Term Loan and otherwise subject to the priorities set forth in the Intercreditor Agreements; and c. Payment of fees and expenses of the Prepetition ABL Agent and Prepetition 1L Agent.
Marshalling; 552(b) Waiver and Waiver of 506(c) Claims	Subject to entry of the Final DIP Order, waiver of the equitable doctrine of "marshalling," claims for necessary costs and expenses of preserving or disposing of property securing an allowed secured claim pursuant to section 506(c), and section 552 "equities of the case" exception.
Credit Bid	Subject to entry of the Interim DIP Order and section 363(k) of the Bankruptcy Code, the Term Loan DIP Agent (at the direction of the Required Term Loan DIP Lenders) shall have the unconditional right to credit bid the outstanding Term Loan DIP Obligations (including the Roll-Up Amount) on a dollar-for-dollar basis in connection with a sale to the Consenting Stakeholder Purchaser as set forth in the Restructuring Support Agreement, or any other non-ordinary course sale of the Debtors' assets pursuant to section 363 of the Bankruptcy Code, any plan or otherwise, including any deposit in connection with such sale. Subject to entry of the Interim DIP Order and section 363(k) of the Bankruptcy Code, the Prepetition 1L Agent at the direction of the requisite Prepetition 1L Term Loan Lenders under the Prepetition 1L Term Loan Credit Agreement shall have the unconditional right to credit bid the Prepetition 1L Term Loan Obligations on a dollar-for-dollar basis in connection with a sale to the Consenting Stakeholder Purchaser as set forth in the Restructuring Support Agreement, or any other non-ordinary course sale of the Debtors' assets pursuant to Section 363 of the Bankruptcy Code, any plan or otherwise, including any deposit in connection with such sale. Subject to entry of the Interim DIP Order and section 363(k) of the Bankruptcy Code, the Prepetition 2L Agents at the direction of the requisite Prepetition 2L Term Loan Lenders under the Prepetition 2L Term Loan Credit Agreements shall have the unconditional right to credit bid the Prepetition 2L Term Loan Obligations on a dollar-for-dollar basis in connection with a sale to the Consenting Stakeholder Purchaser as set forth in the Restructuring Support Agreement, or

	any other non-ordinary course sale of the Debtors' assets pursuant to Section 363 of the Bankruptcy Code, any plan or otherwise, including any deposit in connection with such sale.
Assignments	Any Term Loan DIP Lender may transfer its Term Loan DIP Loans (or rights to subscribe to Term Loan DIP Loans) to any of its affiliates; provided such assignee consents/commits to the Restructuring Support Agreement and a Restructuring Transaction. No other transfer or assignment of the Term Loan DIP Loans shall be permitted unless (i) such transfer or assignment has the prior written consent of the Required Term Loan DIP Lenders and (ii) such assignee consents/commits to the Restructuring Support Agreement and a Restructuring Transaction.
Prepayments	Voluntary prepayments on substantially the same terms as required under the Prepetition 1L Term Loan Documents. Mandatory prepayments on substantially the same terms as required under the Prepetition 1L Term Loan Documents. No amounts prepaid may be reborrowed without Required Term Loan DIP Lender consent.
Expense Reimbursement / Indemnity	Upon entry of the Interim DIP Order and subject to the terms thereof, the Debtors shall reimburse the Term Loan DIP Lenders for all amounts incurred including the fees and expenses of (a) Proskauer Rose LLP and (b) Gray Reed & McGraw LLP.
Prepetition Lien Acknowledgment	The Interim DIP Order and the Final DIP Order shall contain customary representations, acknowledgements and releases with respect to the amount, validity, and priority of the Prepetition Term Loan Obligations and liens granted under the Prepetition Term Loan Documents supporting such obligations.
Carve Out	"Carve-Out" means the following expenses: (i) all fees required to be paid under 28 U.S.C. § 1930(a) plus interest pursuant to 31 U.S.C. § 3717; (ii) all reasonable fees and expenses incurred by a trustee under section 726(b) of the Bankruptcy Code in an amount not to exceed $50,000; (iii) to the extent allowed at any time, all fees, disbursements, costs and expenses incurred by professionals or professional firms retained by the Debtors and, subject to the amounts set forth in the Approved Budget, any official committee of creditors (the "Committee") before or on the first business day following delivery by the Term Loan DIP Agent at the direction of the Required Term Loan DIP Lenders of a Carve Out Trigger Notice (as defined below), whether allowed by the Bankruptcy Court prior to or after delivery of a Carve Out Trigger Notice (including, for the

	avoidance of doubt any success fee, transaction fee, deferred fee or other similar fee set forth in the engagement letters of Houlihan Lokey and DH Capital); and (iv) after the first business day following delivery by the Term Loan DIP Agent of the Carve Out Trigger Notice, to the extent allowed at any time, all unpaid fees, disbursements, costs and expenses incurred by retained estate professionals in the Chapter 11 Cases in an aggregate amount not to exceed $2,000,000 (the amounts set forth in this clause (iv) being the "Post-Carve Out Trigger Notice Cap"). No portion of the Carve-Out (including the Post-Carve Out Trigger Notice Cap), any cash collateral, any other Term Loan DIP Collateral, or any proceeds of the Term Loan DIP Facility, including any disbursements set forth in the Approved Budget or obligations benefitting from the Carve-Out, shall be used for the payment of allowed professional fees, disbursements, costs or expenses incurred by any person, including, without limitation, the Committee, in connection with (i) challenging the Term Loan DIP Secured Parties' or the Prepetition Secured Parties' liens or claims, (ii) preventing, hindering or delaying any of the Term Loan DIP Secured Parties' or the Prepetition Secured Parties' enforcement or realization upon any of the Term Loan DIP Collateral, (iii) the filing of any chapter 11 plan or related disclosure statement not consented to by the Required Term Loan DIP Lenders, other than a chapter 11 plan that indefeasibly satisfies the Term Loan DIP Obligations in full in cash, (iv) the filing of any motion seeking approval of a sale of any Term Loan DIP Collateral without the consent of the Required Term Loan DIP Lenders, other than a sale that indefeasibly satisfies the Term Loan DIP Obligations in full in cash, or (v) initiating or prosecuting any claim or action against any Term Loan DIP Secured Party or Prepetition Secured Party; provided that, notwithstanding the foregoing, proceeds from the Term Loan DIP Facility and/or cash collateral not to exceed $50,000 in the aggregate may be used on account of allowed professional fees incurred by Committee professionals (if any) in connection with the investigation of avoidance actions or any other claims or causes of action (but not the prosecution of such actions) on account of the Prepetition ABL Obligations and the Prepetition Term Loan Obligations and Prepetition Secured Parties (but not the Term Loan DIP Facility and Term Loan DIP Secured Parties). For purposes of the foregoing, "Carve Out Trigger Notice" shall mean a written notice delivered by the Term Loan DIP Agent at the direction of the Required Term Loan DIP Lenders to the Debtors and their counsel, the United States Trustee, and lead counsel to any official committee, which notice may be delivered following the

	occurrence and continuance of an Event of Default, and stating that the Post-Carve Out Trigger Notice Cap has been invoked.
KEIP & KERP	The Interim DIP Order and Final DIP Order shall provide for a carve-out from the cash proceeds realized by the Debtors from the closing of one or more Acceptable Sale(s) (as defined in the Restructuring Support Agreement) equal to or in excess of the Reserve Price (as defined in the Restructuring Support Agreement) in an amount sufficient to fund all amounts due under a key employee incentive plan and key employee retention plan, which plans shall be in form and substance reasonably acceptable to the Required Term Loan DIP Lenders and approved by the Bankruptcy Court.
Roll-Up Reduction Provision	In the event that the Term Loan DIP Obligations exceed the Collateral Realization Amount (as defined below), then the Roll-Up Amount shall be automatically recharacertized as Prepetition 2L Term Loan Obligations and then, to the extent necessary, as Prepetition 1L Term Loan Obligations, until the Term Loan DIP Obligations equals the Collateral Realization Amount. The "Collateral Realization Amount" is the sum of (1) the cash proceeds realized by the Debtors from the closing of one or more Acceptable Sale(s) (as defined in the Restructuring Support Agreement) equal to or in excess of the Reserve Price (as defined in the Restructuring Support Agreement) and (2) the credit bid amount, if any, by the Term Loan DIP Lenders in connection with any consummated sale of Term Loan DIP Collateral to the Term Loan DIP Lenders or their designee.
Term Loan DIP Documentation	The Debtors, the Term Loan DIP Lenders, the Term Loan DIP Agent and the Prepetition 1L Term Loan Lenders shall negotiate documentation evidencing the Term Loan DIP Facility (which shall be in form and substance acceptable to the Debtors and the Term Loan DIP Lenders) (collectively, the "Term Loan DIP Documents"), which shall include: a. an interim order entered by the Bankruptcy Court authorizing the Debtors to incur debtor in possession financing (including authorization to borrow the Interim Term Loan DIP Amount) on the terms and conditions set forth herein and in the Term Loan DIP Documents (the "Interim DIP Order"); b. a final order entered by the Bankruptcy Court authorizing the Debtors to incur debtor in possession financing (including authorization to borrow the Final Term Loan DIP Amount) on the terms and conditions set forth herein and in the Term Loan DIP Documents (the "Final DIP Order"); and

	c. at the Term Loan DIP Lenders' election, either a long-form Term Loan DIP term sheet or Term Loan DIP Credit Agreement and related notes, security agreements, collateral agreements, pledge agreements, control agreements, guarantees and other legal documentation or instruments as are, in each case, usual and customary for debtor-in-possession financings of this type.

Exhibit 1

Initial Term Loan DIP Lenders

1. ALCOF II NUBT, L.P. by Arbour Lane Fund II GP, LLC
2. ALCOF III NUBT, L.P. by Arbour Lane Fund III GP, LLC
3. Blackstone Alternative Credit Advisors, LP
4. Carlyle Investment Management, LLC
5. FS Credit Opportunities Corp., by FS Global Advisor, LLC
6. FS KKR Capital Corp., by FS/KKR Advisor, LLC

EXHIBIT E

Form of Joinder

The undersigned ("**Joinder Party**") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of _____ (the "**Agreement**")[1] by and among Sungard AS New Holdings, LLC ("**Sungard AS**") and its Affiliates and subsidiaries bound thereto and the Consenting Stakeholders and agrees to be bound by the terms and conditions thereof to the extent the other Parties are thereby bound, and shall be deemed a "Consenting Stakeholder" under the terms of the Agreement.

The Joinder Party specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date hereof and any further date specified in the Agreement.

Date Executed:

[CONSENTING STAKEHOLDER]

[INSERT ENTITY NAME]

_____
Name:
Title:

Address:

E-mail address(es):

Aggregate Amounts Beneficially Owned or Managed on Account of:	
First Lien Credit Agreement	
Second Lien Credit Agreement	
Non-Extending Second Lien Credit Agreement	
Company Interests	
Term Loan DIP Facility Agreement Claims	

[1] Capitalized terms not used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

EXHIBIT F

Form of Transfer Agreement

The undersigned ("**Transferee**") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of _____ (the "**Agreement**"),[2] by and among Sungard AS New Holdings, LLC ("**Sungard AS**") and its Affiliates and subsidiaries bound thereto and the Consenting Stakeholders, including the transferor to the Transferee of any Company Claims/Interests (each such transferor, a "**Transferor**"), and agrees to be bound by the terms and conditions thereof to the extent the Transferor was thereby bound, and shall be deemed a "Consenting Stakeholder" under the terms of the Agreement.

The Transferee specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date of the Transfer, including the agreement to be bound by the vote of the Transferor if such vote was cast before the effectiveness of the Transfer discussed herein.

Date Executed:

[CONSENTING STAKEHOLDER]

[INSERT ENTITY NAME]

_____

Name:
Title:

Address:

E-mail address(es):

Aggregate Amounts Beneficially Owned or Managed on Account of:	
First Lien Credit Agreement	
Second Lien Credit Agreement	
Non-Extending Second Lien Credit Agreement	
Company Interests	
Term Loan DIP Facility Agreement Claims	

[2] Capitalized terms not used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

This is Exhibit **"N"** referred to in the Affidavit of Michael K. Robinson sworn before me on September 9, 2022 by videoconference in accordance with O. Reg 431/20.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Natalie E. Levine
LSO# 64908K

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket Nos. 135, 219, 310, 585**

NOTICE OF PROPOSED ASSUMED CONTRACTS
IN CONNECTION WITH SALE TO 11:11 SYSTEMS, INC.

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OF YOUR AFFILIATES IS A COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH ONE OR MORE OF THE DEBTORS AS SET FORTH ON EXHIBIT A ATTACHED HERETO.

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On April 22, 2022, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *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* [Docket No. 135] (the "Bidding Procedures Motion")[2] with the United States Bankruptcy Court for the Southern District of Texas (the "Court"), which sought approval of, among other things, the assumption and assignment of

[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 herein but not otherwise defined have the meanings set forth in the Bidding Procedures Motion.

executory contracts and unexpired leases (collectively, "Contracts") pursuant to one or more sale transactions.

2. On May 11, 2022, the Court entered an order approving the Bidding Procedures Motion [Docket No. 219] (the "Bidding Procedures Order").

3. On June 3, 2022, the Debtors filed the *Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* [Docket No. 259] (the "Initial Assumption Notice"). The Initial Assumption Notice listed certain Contracts that may possibly be assumed and assigned as part of one or more sales. Pursuant to the Bidding Procedures Order and the Initial Assumption Notice, the Debtors reserved the right to supplement, amend and modify the schedule of Contracts in the Initial Assumption Notice. On June 3, 2022, as set forth in the *Affidavit of Service* [Docket No. 299-2], the Debtors served the Initial Assumption Notice on the affected Contract counterparties.

4. On June 14, 2022, the Debtors filed the *Notice of Supplemental Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* [Docket No. 310] (the "Supplemental Assumption Notice" and, together with the Initial Assumption Notice and this notice, the "Contract Notices"), which supplemented the list of Contracts that was included in the Initial Assumption Notice that may possibly be assumed and assigned as part of one or more sales. On June 15, 2022, as forth in the *Affidavit of Service* [Docket No. 420-2], the Debtors served the Supplemental Assumption Notice on the affected Contract counterparties.

5. On August 24, 2022, the Debtors filed the *Notice of Successful Bid and Sale Hearing* [Docket No. 585] (the "11:11 Sale Notice"). Among other things, the 11:11 Sale Notice announced 11:11 Systems, Inc. (the "Buyer") as the successful bid for substantially all assets exclusively relating to the Debtors' cloud and managed services and mainframe as a service business was the highest or best offer for such assets. Attached to the 11:11 Sale Notice as Exhibit B was a copy of the asset purchase agreement between certain of the Debtors and the Buyer, dated August 21, 2022 (the "11:11 Asset Purchase Agreement" and, the transactions contemplated and to be effected thereby, the "11:11 Sale Transaction").

6. The Sale Hearing to approve the 11:11 Sale Transaction is scheduled for **September 14, 2022 at 12:30 p.m. (prevailing Central Time)**.

7. As contemplated by paragraph 28 of the Bidding Procedures Order, the Debtors currently intend to assume and assign to the Buyer the Contracts listed on **Exhibit A** hereto (the "Proposed Assumed Contracts") upon the closing of the 11:11 Sale Transaction following approval by the Court.

8. **You are receiving this notice because you may be a counterparty to a Proposed Assumed Contract in connection with the 11:11 Sale Transaction. If you have any questions regarding the schedule of Proposed Assumed Contracts attached hereto as Exhibit A, including whether your Contract is on the schedule of Proposed Assumed Contracts, please contact counsel to the Buyer via email (Eric Walker, Perkins Coie LLP, ewalker@perkinscoie.com).**

9. If a timely filed Cure Objection in respect of the Proposed Assumed Contracts has not been 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 Buyer, and approval of 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 Buyer, as of the closing date of the 11:11 Sale Transaction.

10. **If a Counterparty failed 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 Cure Costs set forth in the applicable Contract 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, the Buyer 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 applicable Contract 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.**

11. Any counterparty to a Proposed Assumed Contract that wishes to object to the proposed assumption and assignment of the Proposed Assumed Contract on the basis of the identity of the Buyer or the Buyer's proposed adequate assurance of future performance with respect to such Contract (each, an "Adequate Assurance Objection"), such counterparty 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 **September 9, 2022.**

12. The Bidding Procedures Order requires that the Debtors and a Contract 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 Buyer shall be determined by the Court at the Sale Hearing.

13. **If a counterparty to a Proposed Assumed Contract 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 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, the Buyer or their respective property and (b) the Buyer 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.

14. The inclusion of a Contract or other document on the Initial Assumption Notice, Supplemental Assumption Notice or this notice of Proposed Assumed Contracts shall not constitute or be deemed a determination or admission by the Debtors, the Buyer 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. 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.

15. The Debtors' assumption and assignment of a Proposed Assumed Contract is subject to approval by the Court and consummation of the 11:11 Sale Transaction. Absent consummation of the 11:11 Sale Transaction and entry of a Sale Order approving the assumption and assignment of the Proposed Assumed Contracts, the Proposed Assumed Contracts shall be deemed neither assumed nor assigned, and shall in all respects be subject to subsequent assumption or rejection by the Debtors.

Dated: September 7, 2022
Houston, Texas

/s/ *Matthew D. Cavenaugh*

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Co-Counsel to the Debtors and Debtors in Possession

Exhibit A

Schedule 1: Customer Agreements

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
1	3SI SECURITY SYSTEMS, INC	101 LINDENWOOD DRIVE STE. 200 MALVERN, PA 19355	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/31/2014	$0
2	AAA LIFE INSURANCE COMPANY	17900 N. LAUREL PARK DRIVE LIVONIA, MI 48152	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2015	$0
3	AECON CONSTRUCTION GROUP INC.	20 CARLSON COURT SUITE 800 ETOBICOKE, ON M9W 7K6 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MANAGED SERVICES MASTER SERVICES AGREEMENT	12/20/2013	$0
4	AMERICA TO-GO	1001 6TH AVENUE, 4TH FLOOR NEW YORK, NY 10018 ATTN: ANDRES CORREAL ANDRES.CORREAL@AMERICATOGO.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	5/1/2011	$0
5	ARLINGTON CONSULTING CORP.	1218 ARLINGTON LANE SAN JOSE, CA 95129 ATTN: JULIE HUANG JULIE.HUANG@ARLINGTONSEMI.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/20/2022	$0
6	ASSOCIATION OF MUNICIPALITIES OF ONTARIO	200 UNIVERSITY AVE STE 801 TORONTO, ON M5H 3C6 CANADA ATTN: ERIC CHEN ECHEN@AMO.ON.CA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	4/23/2021	$0
7	ASTENJOHNSON, INC.	4399 CORPORATE ROAD CHARLESTON, SC 29405-7445	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	12/1/2007	$0
8	ATLA, LLC.	3139 N. SAN FERANADO ROAD LOS ANGELES, CA 90065 ATTN: DAVID MAXWELL DAVIDM@AIODM.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2015	$0
9	AXALTA COATING SYSTEMS	TWO COMMERCE SQUARE 2001 MARKET STREET SUITE 3600 PHILADELPHIA, PA 19103	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/15/2014	$0
10	BOND BRAND LOYALTY	6900 MARITZ DRIVE MISSISSAUGA, ON L5W 1L8 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	10/1/2014	$0
11	BY APPOINTMENT ONLY, INC.	300 APOLLO DRIVE CHELMSFORD, MASSACHUSETT 01824 ATTN: BRANDON BERGERON BBERGERON@BAOINC.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/17/2014	$0
12	CAREFINDERS TOTAL CARE LLC	2600 MOUNT EPHRAIM AVENUE CAMDEN, NEW JERSEY 08104 ATTN: YURI KASAN YKASAN@CAREFINDERS.ORG	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2021	$0
13	CATHAY BANK	4128 TEMPLE CITY BLVD ROSEMEAD, CA 91770	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/31/2010	$0
14	COMMAND FINANCIAL PRESS	125 BROAD STREET, 5TH FLOOR NEW YORK, NY 10004	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/15/2010	$0
15	COMMUNITY TRUST COMPANY	5700 YONGE ST. SUITE 1900 NORTH YORK, ON M2M 4K2, CA ATTN: ELIZABETH PARISH EPARISH@QUESTRADE.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	3/1/2015	$0
16	COMMUNITY TRUST COMPANY	5700 YONGE ST. SUITE 1900 NORTH YORK, ON M2M 4K2, CA ATTN: ELIZABETH PARISH EPARISH@QUESTRADE.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	5/1/2015	$0
17	CONTAX (MEDRELEAF CORPORATION PROJECT)	290 ST. DAVID STREET S FERGUS, ON N1M 2L5 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	CANADIAN SUNGARD REFERRAL PARTNER PROGRAM AGREEMENT	6/14/2017	$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
18	CRONOS CLINICAL CONSULTING SERVICES	201 S. MAIN STREET SUITE 1 LAMBERTVILLE, NEW JERSEY, 08530 ATTN: MATT MASOTTI MATT.MASOTTI@CRONOSCCS.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2012	$0
19	DELTA DIVERSIFIED ENTERPRISES, INC	425 W GEMINI DR TEMPE, AZ 85283	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2013	$0
20	DOCUMENT SOLUTIONS GROUP INC	136 GREEN TREE ROAD SUITE 130 OAKS, PA 19456	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/1/2006	$0
21	DWK LIFE SCIENCES, INC	1501 N. 10TH STREET MILLVILLE, NJ 08332	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2010	$0
22	ECOLANE	940 WEST VALLEY ROAD WAYNE, PA 19087 ATTN: JASON ELLIS JASON.ELLIS@ECOLANE.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2019	$0
23	EDENRED USA	265 WINTER STREET 3RD FLOOR WALTHAM, MA 02451 ATTN: BHAVESH AMIN BHAVESH.AMIN@EDENREDUSA.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	3/1/2013	$0
24	EDENRED USA	265 WINTER STREET 3RD FLOOR WALTHAM, MA 02451 ATTN: BHAVESH AMIN BHAVESH.AMIN@EDENREDUSA.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2013	$0
25	ELECTRONIC PAYMENTS	7800 CONGRESS AVENUE BOCA RATON, FL 33487	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2019	$0
26	ELM RESOURCES	12950 RACE TRACK ROAD SUITE 201 TAMPA, FL 33626	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	7/15/2006	$0
27	EMBRY RIDDLE AERONAUTICAL UNIVERSITY	1 AEROSPACE BLVD DAYTONA BEACH, FL 32114	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2020	$0
28	FAIR FACTORIES CLEARINGHOUSE	C/O ABBOTT AND COMPANY 1 MILITIA DRIVE LEXINGTON, MASSACHUSETTS, 02421 ATTN: MARK MCDONOUGH MMCDONOUGH@FAIRFACTORIES.ORG	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2014	$0
29	FCTI, INC.	11766 WILSHIRE BLVD SUITE 300 LOS ANGELES, CA 90025	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/15/2016	$0
30	FIERA CAPITAL CORPORATION	1501 AVENUE MCGILL COLLEGE BUREAU 800 MONTREAL, QC H3A 3M8 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	1/25/2019	$0
31	FINANCIAL INDUSTRY COMPUTER SYSTEMS, INC.	14285 MIDWAY ROAD SUITE 200 ADDISON, TX 75001 ATTN: BILLY BUCKELEW BILLYBUCKELEW@FICS.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2019	$0
32	FIRMEX INC	110 SPADINA AVENUE SUITE 700 TORONTO, ON M5V 2K4 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	9/30/2007	$0
33	FOLDERWAVE	238 LITTLETON ROAD WESTFORD, MA 01886	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2008	$0
34	FRANCHISE WORLD HEADQUARTERS, LLC	325 SUB WAY MILFORD, CT, 06461 ATTN: LEGAL DEPARTMENT / GLOBAL CONTRACTS	SUNGARD AVAILABILITY SERVICES, LP	AMENDED AND RESTATED GLOBAL MASTER SERVICES AGREEMENT	7/19/2019	$0
35	FRANCHISE WORLD HEADQUARTERS, LLC	325 SUB WAY MILFORD, CT, 06461 ATTN: LEGAL DEPARTMENT / GLOBAL CONTRACTS	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/19/2019	$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
36	G3 CANADA LIMITED	200 PORTAGE AVE 3RD FLOOR WINNIPEG, MB R3C 3X2 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	6/13/2016	$0
37	GERBER TECHNOLOGY LLC	24 INDUSTRIAL PARK ROAD WEST TOLLAND, CT 06084	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/1/2021	$0
38	GLOBAL ATLANTIC FINANCIAL COMPANY	215 10TH STREET SUITE 1100 DES MOINES, IA 50309	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/1/2019	$0
39	GRIDLIANCE HOLDCO, L.P.	201 E JOHN CARPENTER FWY STE 900 IRVING, TX 75062	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2019	$0
40	GROCERY OUTLET, INC.	5650 HOLLIS STREET EMERYVILLE, CA 94608	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/19/2013	$0
41	HARVARD SYSTEMS GROUP (THE BROAD INSTITUTE PROJECT	90 HIGLEY RD ASHLAND, MA 01721	SUNGARD AVAILABILITY SERVICES, LP	(PARTNER) CUSTOM AGREEMENT	2/24/2017	$0
42	HUMAN RIGHTS WATCH, INC.	350 FIFTH AVENUE 34TH FLOOR NEW YORK, NY 10118	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/15/2011	$0
43	ICONECTIV, LLC.	ONE TELCORDIA DRIVE PISCATAWAY, NJ 08854	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	8/10/2016	$0
44	ICONECTIV, LLC.	ONE TELCORDIA DRIVE PISCATAWAY, NJ 08854	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/5/2014	$0
45	INFOSYS LIMITED	2300 CABOT DR, SUITE 250 LISLE, IL 60532	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/22/2015	$0
46	INSPIRED GAMING (USA), INC.	250 WEST 57TH STREET 22ND FLOOR NEW YORK, NY 10107	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	9/1/2018	$0
47	INTELLIGENT DIRECT INC.	10 FIRST ST WELLSBORO, PENNSYLVANIA, 16901 ATTN: JORGE AZPILICUETA JORGE.AZPILICUETA@INTELLIGENTDIRECT.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2016	$0
48	INTERNATIONAL MEDICAL CORPS	12400 WILSHIRE BLVD. SUITE 1500 LOS ANGELES, CA 90025	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2015	$0
49	INVESTEDGE, INC.	2400 ANSYS DRIVE SUITE 102 CANONSBURG, PA 15317	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2022	$0
50	JONAS FITNESS, INC.	16969 N TEXAS AVE SUITE 500 WEBSTER, TX 77598	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/1/2008	$0
51	KIRUNGU CORPORATION	DÃºPLEX NO. 6, OBARRIO, CALLE 61 PANAMÃ¡, 0 PANAMA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	5/1/2017	$0
52	LABORER'S DISTRICT COUNCIL OF CHICAGO & VICINITY	999 MCCLINTOCK DRIVE SUITE #300. BURR RIDGE, IL 60527 ATTN: MIKE FURMANSKI AFRANZ@LIUNACHICAGO.ORG	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/1/2017	$0
53	LLOYD'S REGISTER TECHNICAL SERVICES, INC.	1505 HIGHWAY 6 S #250 HOUSTON, TEXAS 77077 ATTN: ARTHUR HARRIS ARTHUR.HARRIS@LR.ORG	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/13/20211	$0
54	LOYALTYONE	438 UNIVERSITY AVENUE SUITE 600 TORONTO, ON M5G 2L1 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	4/1/2019	$0
55	LUNDIN MINING	150 KING STREET WEST SUITE 1500 TORONTO, ON M5H 1J9 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	12/1/2017	$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
56	MANAGEMENT PARTNERS, INC.	2902 MCFARLAND ROAD SUITE 100 ROCKFORD, ILLINOIS 61107 ATTN: SEAN GRENNAN SGRENNAN@FURSTGROUP.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2021	$0
57	MATERIA, INC	60 N SAN GABRIEL BLVD PASADENA, CA 91107	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2021	$0
58	MFS INVESTMENT MANAGEMENT	111 HUNTINGTON AVENUE BOSTON, MA 2199-7618	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	3/1/2015	$0
59	MIAC ANALYTICS	521 5TH AVENUE SUITE 610 NEW YORK, NY 10175	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2015	$0
60	MRO CORPORATION	1000 MADISON AVENUE SUITE 100 NORRISTOWN, PA 19403	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/28/2005	$0
61	MSIGHT ANALYTICS, LLC	521 5TH AVE. 9TH FLOOR NEW YORK, NY, 10175 ATTN: VISHAI BHAVSAR VISHAL.BHAYSAR @MIACANALYTICS.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2015	$0
62	NCH CORPORATION	155 N. PFINGSTEN RD SUITE 200 DEERFIELD, IL, 60015 ATTN: JIM BREITBACH JBREITBACH@NCHMARKETING.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2013	$0
63	NCL (BAHAMAS) LTD.	7665 NW 19TH STREET MIAMI, FL 33126	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	10/21/2011	$0
64	NEBCO INC	1815 Y STREET LINCOLN, NE 68508	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/30/2008	$0
65	NEST WEALTH ASSET MANAGEMENT INC.	214 KING ST. W. SUITE 510 TORONTO, ON M5H 3S6 CANADA ATTN: ACCOUNTING DEPT ACCOUNTING@NESTWEALTH.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	12/1/2014	$0
66	NEW PROCESS STEEL	1322 N POST OAK HOUSTON, TX 77055-5495	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2013	$0
67	NORTEK GLOBAL HVAC	173 DUFFERIN STREET TORONTO, ON M6K 3H7 CANADA	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/1/2022	$0
68	NORTH AMERICAN CORPORATION OF ILLINOIS	2101 CLAIRE COURT GLENVIEW, IL 60025	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/1/2008	$0
69	NORTH KANSAS CITY HOSPITAL	2800 CLAY EDWARDS DR NORTH KANSAS CITY, MO 64116	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/1/2020	$0
70	ORSINI PHARMACEUTICAL SERVICES, LLC.	1107 NICHOLAS BOULEVARD ELK GROVE VILLAGE, IL 60007 ATTN: MATTHEW SWAJKOWSKI MSWAJKOWSKI@ORSINIHC.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2021	$0
71	P3 HEALTH GROUP HOLDINGS, LLC, A DELAWARE LLC.	2370 CORPORATE CIRCLE STE. 300 HENDERSON, NV 89074	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/2/2018	$0
72	PETHEALTH INC.	710 DORVAL DR SUITE 400 OAKVILLE, ON L6K 3V7 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	8/17/2021	$0
73	PETHEALTH INC.	710 DORVAL DR. SUITE 400 OAKVILLE, ON L6K 3V7 CANADA ATTN: KRISTIAN KATAILA KRISTIAN.KATAILA@PETHEALTHINC.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	1/1/2022	$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
74	PHOENIX SYSTEMS INC	5550 TRIANGLE PARKWAY SUITE 300 PEACHTREE CORNERS, GA 30092 ATTN: JOANNE ARNOLD JARNOLD@PHOENIX-SYSTEMS-INC.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	4/1/2000	$0
75	PRINCESS AUTO LTD	475 PANET RD WINNIPEG, MB R2C 2Z1 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	1/1/2016	$0
76	PRINCESS AUTO LTD	475 PANET RD WINNIPEG, MB R2C 2Z1 CANADA ATTN: GARY VOLK GARY.VOLK@PRINCESSAUTO.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	11/1/2016	$0
77	PROCON MINING & TUNNELLING LTD.	4664 LOUGHEED HWY BURNABY, BC V5C 5T5 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	12/1/2013	$0
78	QUEBEC IRON ORE INC.	1100 RENE-LEVESQUE BLVD. OUEST SUITE 610 MONTREAL, QC H3B 4N4 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	7/1/2017	$0
79	R C BIGELOW INC	201 BLACK ROCK TURNPIKE FAIRFIELD, CT 06825 ATTN: ROBERT LOWE ROBERT.LOWE@RCBIGELOW.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	9/1/2021	$0
80	RANDSTAD NORTH AMERICA, INC.	3625 CUMBERLAND BLVD STE 600 ATLANTA, GA 30339	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	7/17/2018	$0
81	RENTOKIL NORTH AMERICA, INC.	C/O RENTOKIL NORTH AMERICA 1125 BERKSHIRE BLVD SUITE 150 WYOMISSING, PA 19610	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/15/2009	$0
82	REPVISOR PORTFOLIO SYSTEMS INC.	4711 YONGE STREET 10TH FLOOR NORTH YORK, ON M2N 6K8 CANADA ATTN: MEHMET BALTACIOGLU MEHMET@REPVISOR.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	11/1/2018	$0
83	RPS REAL PROPERTY SOLUTIONS INC.	39 WYNFORD DR TORONTO, ON M3C 3K5 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	4/1/2014	$0
84	SABINA GOLD & SILVER CORP	555 BURRARD STREET SUITE 1800 VANCOUVER, BC V7X 1M9 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	8/1/2020	$0
85	SPS TECHNOLOGIES LLC	301 HIGHLAND AVENUE JENKINTOWN, PA 19046	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/1/2015	$0
86	STANFORD FINANCIAL GROUP RECEIVERSHIP	1029 STATE HIGHWAY 6 NORTH SUITE 650-272 HOUSTON, TX 77079	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	2/2/2012	$0
87	STREAM-FLO	4505-74 AVENUE EDMONTON, AB T6B 2H5 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT	3/1/2018	$0
88	SUMRIDGE PARTNERS LLC	111 TOWN SQUARE PLACE JERSEY CITY, NJ 07310	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	8/1/2010	$0
89	THEDATABANK, GBC	2288 UNIVERSITY AVE. SUITE 201 SAINT PAUL, MN 55114 ATTN: MARK PAQUETTE MARK@THEDATABANK.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	11/16/2019	$0
90	TOTAL SYSTEM SERVICES LLC	3550 LENNOX ROAD NE SUITE 3000 ATLANTA, GA 30326 ATTN: JAMES TAYLOR JTAYLOR@TSYS.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	4/28/201	$0
91	U.S. BANK NATIONAL ASSOCIATION	15710 JFK BLVD. SUITE 500 HOUSTON, TX 77032	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2013	$0

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
92	U.S. BANK NATIONAL ASSOCIATION	15710 JFK BLVD. SUITE 500 HOUSTON, TX 77032	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	6/1/2008	$0
93	USA DATA INC	875 THIRD AVENUE SUITE 6A NEW YORK, NY 10022 ATTN: FAROOQ MURTAZA FMURTAZA@USADATA.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	10/1/2015	$0
94	VERBATIM AMERICAS LLC	8210 UNIVERSITY EXEC PARK DR SUITE 300 CHARLOTTE, NC 28262	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES	1/25/2008	$0
95	WEDDERSPOON	17 LEE BLVD MALVERN, PA 19355 ATTN: PETER NELSON PETER.NELSON@SEIDOR.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	5/15/2018	$0

Notes:

[1] Unless otherwise indicated, any reference to a particular agreement includes all service orders, cover sheets, schedules, exhibits, addenda, statements of work or other documents executed pursuant to such agreement and any amendments, modifications or supplements thereto.

Schedule 2: Vendor Agreements

NO.	COUNTERPARTY	ADDRESS	DEBTOR	DESCRIPTION[1]	EFFECTIVE DATE	CURE AMOUNT
1	ALERT LOGIC INC	1776 YORKTOWN SUITE 700 HOUSTON, TX 77056 ATTN: DOUG BURGESS DOUG.BURGESS@ALERTLOGIC.COM	SUNGARD AVAILABILITY SERVICES, LP	RESELLER AGREEMENT	7/30/2021	$168,710
2	CISCO SYSTEMS CAPITAL CORPORATION	170 WEST TASMAN DRIVE, 3RD FLOOR MAILSTOP SJC 13 SAN JOSE, CA 95134 ATTN: MIKE BAUM MBAUM@CISCO.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER LEASE AGREEMENT	6/15/2021	$2,620
3	ENSONO	3333 FINLEY RD DOWNERS GROVE, IL 60515 ATTN: NICK LOFASO NICHOLAS.LOFASO@ENSONO.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES[2]	1/27/2016	$695,079
4	FIS GCS LLC	601 RIVERSIDE AVE JACKSONVILLE, FL 32204 ATTN: MIKE INNAURATO MIKE.INNAURATO@FISGLOBAL.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER RESELLER SERVICES AGREEMENT	1/25/2013	$227,643
5	HEXAWARE TECHNOLOGIES INC	1095 CRANBURY SOUTH RIVER RD STE 10 JAMESBURG, NJ 08831 ATTN: SMITA BHATIA SMITABHATIA@HEXAWARE.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR CONTRACTOR SERVICES	12/10/2012	$175,731
6	IRON MOUNTAIN INC.	1 FEDERAL ST BOSTON, MA 02110 ATTN: CATALANO, ANDREW ANDREW.CATALANO@IRONMOUNTAIN.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICES AGREEMENT	4/1/2014	$167,485
7	IVANTI, INC.	10377 SOUTH JORDAN GATEWAY SUITE 110 SOUTH JORDAN, UT 84095 ATTN: MARIE HUTCHINS MARIE.HUTCHINS@IVANTI.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER CLOUD SERVICES PROVIDER AGREEMENT	6/15/2015	$43,205
8	RED HAT INC	100 EAST DAVIE ST RALEIGH, NC 27601 ATTN: CHARITY LISTER CLISTER@REDHAT.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICES AGREEMENT	2/5/2015	$89,848
9	SULLIVANSTRICKLER LLC	3490 PIEDMONT RD STE 1105 ATLANTA, GA 30305 ATTN: BRENDAN SULLIVAN BSULLIVAN@SULLIVANSTRICKLER.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	6/18/2018	$23,837
10	THE COLLECTIVE GROUP	9433 BEE CAVES RD BLDG III, STE 200 AUSTIN, TX 78733 ATTN: JASON THOMAS	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR CONTRACTOR SERVICES	6/20/2013	$38,315
11	VERITAS TECHNOLOGIES LLC	500 EAST MIDDLEFIELD RD MOUNTAIN VIEW, CA 94043 ATTN: VICTORIA GONZALEZ VICTORIA.GONZALEZ@VERITAS.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER LICENSE AGREEMENT	9/28/2011	$36,899

Notes:

[1] Unless otherwise indicated, any reference to a particular agreement includes all service orders, schedules, exhibits, addenda, statements of work or other documents executed pursuant to such agreement and any amendments, modifications or supplements thereto.

[2] The service orders, schedules, exhibits, addenda, statements of work or other documents (the "Ensono Documents") under the Master Agreement for Professional Services dated January 27, 2016 between Sungard Availability Services, LP and Ensono LP that are subject to assumption excludes any Ensono Documents relating to services provided to Supervalu Inc. and/or its affiliates.

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

AFFIDAVIT OF MICHAEL K. ROBINSON
(sworn September 9, 2022)

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Lawyers for the Foreign Representative

TAB 3

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM	)	THURSDAY, THE 15th
JUSTICE CONWAY	)	DAY OF SEPTEMBER, 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 Continuité des Affaires (Canada) Ltée 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 September 9, 2022 (the "**Robinson Affidavit**") pursuant to the *Companies' Creditors Arrangement Act,* R.S.C., 1985, c. C-36, as amended (the "**CCAA**") for an Order pursuant to section 49 of the CCAA recognizing and giving full force and effect in all provinces and territories of Canada to the Disclosure Statement Order, the 365 Sale Order and the 11:11 Sale Order (each as defined below), was heard by judicial videoconference via Zoom at Toronto, Ontario due to the COVID-19 crisis.

ON READING the Notice of Motion, the Robinson Affidavit, the Affidavit of William Onyeaju sworn ●, 2022, and the Fourth Report of Alvarez & Marsal Canada Inc., in its capacity as Information Officer dated ●, 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 ●, 2022 and ●, 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 Robinson Affidavit.

RECOGNITION OF FOREIGN ORDER

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) *Order (I) Conditionally Approving the Disclosure Statement; (II) Approving the Combined Hearing Notice; (III) Approving the Solicitation and Notice Procedures; (IV) Approving the Forms of Ballots and Notices; (V) Approving Certain Dates and Deadlines in Connection with the Solicitation and Confirmation of the Plan and (VI) Scheduling a Combined Hearing on (A) Final Approval of the Disclosure Statement and (B) Confirmation of the Plan* (the "**Disclosure Statement Order**"), a copy of which is attached hereto as **Schedule "A"**;

b) *Order (I) Approving the Sale of Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances; (II) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection Therewith; and (III) Granting Related Relief* (the "**365 Sale Order**"), a copy of which is attached hereto as **Schedule "B"**; and

c) *Order (I) Approving the Sale of Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances; (II) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection Therewith; and (III) Granting Related Relief* (the "**11:11 Sale Order**"), a copy of which is attached hereto as **"Schedule C"**.

GENERAL

3. 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 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.

4. THIS COURT ORDERS that 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.

5. 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”

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

ORDER

(RECOGNITION OF FOREIGN ORDERS)

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Lawyers for the Foreign Representative

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

MOTION RECORD
(RECOGNITION OF FOREIGN ORDER)
(RETURNABLE SEPTEMBER 15, 2022)

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