ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

THE HONOURABLE MADAM)	FRIDAY, THE 21s
JUSTICE CONWAY)	DAY OF OCTOBER, 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 ORDER)

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 October 15, 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 Eagle Sale Order (defined below) and the Confirmation Order (defined below), was heard by judicial videoconference via Zoom at Toronto, Ontario.

ON READING the Notice of Motion, the Robinson Affidavit, and the Sixth Report of Alvarez & Marsal Canada Inc. ("A&M"), in its capacity as Information Officer (the "Information Officer") dated October 18, 2022 (the "Sixth Report"), 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 October 14, 2022, and October 19, 2022, and Alec Hoy, sworn October 15, 2022, and October 18, 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 and the Sixth Report.

RECOGNITION OF FOREIGN ORDER

3. THIS COURT ORDERS that the 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 "Eagle Sale Order"), granted by the U.S. Bankruptcy Court in the Chapter 11 Cases, is hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA. A copy of the Eagle Sale Order is attached hereto as Schedule "A".

GENERAL

- 4. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States of America to give effect to this Order and to assist the 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 Debtors, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the other Debtors, the Foreign Representative, and the Information Officer, and their respective counsel and agents in carrying out the terms of this Order.
- 5. THIS COURT ORDERS that each of the Debtors, the Foreign Representative and the Information Officer shall be at liberty and is hereby authorized and empowered to apply to any

court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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

The Honourable Justice Conway

Schedule "A"

United States Bankruptcy Court Southern District of Texas

ENTERED

October 17, 2022 Nathan Ochsner, Clerk

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

) Re Docket Nos. 135, 219, 310, 705
Debtors.) (Jointly Administered)
SUNGARD AS NEW HOLDINGS, LLC, et al., 1) Case No. 22-90018 (DRJ)
In re:) Chapter 11

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"), 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

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 11:11 Systems, Inc., a Delaware corporation (the "Buyer") having submitted the highest or otherwise best bid for the Purchased Assets as reflected in that certain Asset Purchase Agreement dated September 30, 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 October 17, 2022 at 2:00 p.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. <u>Jurisdiction and Venue</u>. 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. <u>Final Order</u>. 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. <u>Property of the Estate</u>. 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. <u>Statutory Predicates</u>. The statutory predicates for the approval of the Asset Purchase Agreement and the related sale and other transactions contemplated therein (the "<u>11:11</u> <u>Sale Transaction</u>") 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 "<u>Bankruptcy Local Rules</u>").

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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. <u>Committee</u>. 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 "<u>Committee</u>").
- G. <u>Bidding Procedures Order.</u> 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 and effect to the Bidding Procedures Order in Canada.
- H. <u>Compliance with Bidding Procedures Order</u>. 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. The 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) Reset of Combined Hearing to Approve the Adequacy of the Disclosure Statement and Confirmation of the Plan* [Docket No. 705] on October 5, 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 11:11 Sale Transaction is required. The disclosures made by the Debtors concerning the Asset Purchase Agreement, the 11:11 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 11:11 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 11:11 Systems, Inc. filed October 7, 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 26 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 11:11 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

⁴ This item was filed via email and served on October 7, 2022, but has not been docketed as of this filing.

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 the 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 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 and any outstanding, timely filed Adequate Assurance Objections to Purchased Contracts are preserved and will be treated in accordance with paragraph 26 of this Sale Order (the "Preserved Cure Objections").

- K. <u>Marketing Process</u>. 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 "<u>Bidding Procedures Hearing</u>") 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 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. <u>Highest and Best Offer</u>. In accordance with the Bidding Procedures, the Debtors determined in a valid and sound exercise of their business judgment and in consultation with 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. <u>Court Approval Required</u>. 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 11:11 Sale Transaction. Solely in respect of Sungard AS Canada, an order of the Canadian Court approving and authorizing Sungard AS Canada's performance of all the provisions therein, and the issuance of the

Recognition Order (defined below) by the Canadian Court is a necessary condition precedent to the Buyer's consummation of the 11:11 Sale Transaction.

N. <u>Business Judgment</u>. 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 11:11 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 11:11 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 11:11 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 11:11 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 11:11 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. <u>Sale in Best Interest</u>. 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. <u>Arm's-Length Sale</u>. 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 11:11 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 relevant 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 11:11 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. <u>Insider Status</u>. 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. <u>Sale Free and Clear.</u> 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 11:11 Sale Transaction or is deemed to have consented to the 11:11 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 11:11 Sale Transaction, in the same order of priority and with the same validity, force and effect that such Encumbrances had before the 11:11 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 11:11 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 11:11 Sale Transaction.

T. <u>Application of Section 1146</u>. 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. <u>Assumption and Assignment of Contracts</u>. 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 11:11 Sale Transaction, and the Debtors and the Buyer intend to close the 11:11 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 11:11 Sale Transaction. The Buyer, being a good faith purchaser under Bankruptcy Code section 363(m), may close the 11:11 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 11:11 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. <u>No Successor Liability</u>. 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 11:11 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. <u>No Fraudulent Transfer</u>. 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 11:11 Sale Transaction for any other fraudulent or otherwise improper purpose.
- Y. <u>Binding Agreement</u>. 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 11:11 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. <u>Legal, Valid Transfer</u>. The Debtors have full power and authority (i) to perform all of their obligations under the Transaction Documents and (ii) to consummate the 11:11 Sale Transaction, subject to the entry of an order by the Canadian Court recognizing this Sale Order

with respect to the Purchased Assets in Canada (the "Recognition Order"). 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. <u>No Sub Rosa Plan</u>. 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. <u>Consummation is Legal, Valid and Binding</u>. Subject only to the issuance by the Canadian Court of the Recognition Order solely with respect to the Purchased Assets in Canada, the consummation of the 11:11 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 11:11 Sale Transaction) are inextricably linked and collectively constitute a single, integrated transaction.
- CC. <u>No Third Party Beneficiaries</u>. Nothing in the Asset Purchase Agreement creates any third party beneficiary rights in any entity not a party to the Asset Purchase Agreement.

DD. <u>Transition Agreements</u>. 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. <u>Legal and Factual Bases</u>. 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:5

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 11:11

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

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 11:11 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 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 11:11 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 11:11 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 11:11 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 11:11 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 11:11 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 11:11 Sale Transaction until all conditions precedent to their obligations to do so have been met, satisfied or waived.

C. Sale and Transfer Free and Clear of Encumbrances

- 10. 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 11:11 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.
- 11. 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.

12. 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

- 13. 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 11:11 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.
- 14. 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.

15. 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.

16. 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 11:11 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 11:11 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 6 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,

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).

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.

17. 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 11:11 Sale Transaction, the transfer of the Purchased Assets and the assumption and assignment of the Purchased Contracts.

E. Good Faith

18. Neither the Debtors nor the Buyer (including, but not limited to, their equity owners, officers, directors, employees, professionals and other agents thereof) has engaged in any action or inaction that would cause or permit the 11:11 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 11:11 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

19. The Buyer shall not be deemed, as a result of any action taken in connection with the Asset Purchase Agreement, the consummation of the 11:11 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.

20. 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 or 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.

- 21. 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.
- 22. 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.
- 23. 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.

24. 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

- 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 26 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).
- 26. 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 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.

- 27. 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.
- 28. 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 October 12, 2022 (the "Adequate Assurance Objection Deadline") or as otherwise agreed by the Debtors and the counterparty. 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).

- 29. 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.
- 30. 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 11:11 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.
- 31. 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.

- 32. 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 11:11 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 11:11 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.
- 33. 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.
- 34. 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 11:11 Sale Transaction.

H. Other Provisions

35. <u>Transition Services</u>. 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 issue 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.

- 36. 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.
- 37. 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 2.02(i) 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.

- 38. <u>Use of Proceeds</u>. 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 11:11 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 and Required ABL DIP Lenders or further order of the Court, which order may be an order confirming the Debtors' chapter 11 plan.
- 39. <u>No Bulk Sales; No Brokers</u>. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the 11:11 Sale Transaction.

- 40. <u>Sungard AS Canada</u>. Notwithstanding any other terms herein, the terms of this Sale Order as they relate to Sungard AS Canada's assets in Canada and the discharge of any court-ordered charges on Purchased Assets in Canada are subject to the terms and entry of the Recognition Order by the Canadian Court.
- 41. 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 to the Sellers, including, but not limited to those 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 suretyrelated products the "Chubb Companies") and all agreements, documents or instruments relating thereto (collectively, but exclusive of the Master Agreement (as defined herein), the "Chubb Insurance Contracts"), and/or (b) any rights, proceeds benefits, claims, rights to payments and/or recoveries under such Chubb Insurance Contracts; 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. For the avoidance of doubt, 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") shall not be considered a Chubb Insurance Contract and shall be assumed and assigned to the Buyer provided a Cure Cost of \$460.00 is paid prior to the Closing Date.

- 42. <u>Customer Property.</u> 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 Selective Insurance Company of America, Mullen Group Ltd., iconectiv LLC f/k/a Telcordia Technologies, Inc., ELC Beauty LLC, Lowenstein Sandler LLP, Adecco IT Services, ams-OSRAM AG, Avon Products, Inc, Becton, Dickinson & Company, Blue Cross and Blue Shield of North America, DFA Dairy Brands, LLC, HCL America Inc., Falk A/S, Lanxess Deutschland GMB, PepsiCo, Inc. or The Main Street America Group and located in any data center or other facility operated by the Debtors as of the Petition Date, and such equipment, data or other assets shall not be included in the Purchased Assets.
- 43. <u>Failure to Specify Provisions; Conflicts</u>. 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.
- 44. <u>Allocation of Consideration</u>. 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 11:11 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).

- 45. <u>Subsequent Plan Provisions and Orders of the Court</u>. 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.
- 46. <u>Further Assurances and Document Execution</u>. From time to time, as and when requested, all parties to the 11:11 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 11:11 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. Pursuant to Bankruptcy Rule of Procedure 9014(c), this Court expressly authorizes and directs the use of Bankruptcy Rule of Procedure 7070 (which incorporates Federal Rule of Civil Procedure 70) with respect to any document or agreement to be executed pursuant to the 11:11 Sale Transaction or this Sale Order.

- 47. 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.
- 48. <u>Modifications</u>. 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.
- 49. <u>Automatic Stay</u>. 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.

- 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.
- 51. 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.
- 52. <u>Notice of Sale Closing Date</u>. Within one business day of the occurrence of the Closing Date of the 11:11 Sale Transaction, the Debtors shall file and serve a notice of same.
- 53. 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.

54. Taxing Authorities. In resolution of the objection filed by Maricopa County Treasurer ("Maricopa"), the liens, if any, on the Debtors' assets securing incurred tax obligations (the "Arizona Tax Liens") held by Maricopa shall attach to the proceeds of the sale of any of the Debtors' assets located in 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. Pursuant to paragraph 48 of the 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 Therefore; and (III) Granting Related Relief [Docket No. 607] (the "365 Sale Order"), 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 without a reserve for any claims related to such Arizona Tax Liens and the Reserve Amount (as defined in the 365 Sale Order) in a total amount of \$141,000.00 (the "New Reserve Amount"). The New Reserve Amount shall be set aside, until all prepetition claims of the Taxing Authorities (as defined in the 365 Sale Order) 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. The New 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 and Buyer. The Taxing Authorities shall retain their liens against any applicable

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.

55. 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.

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

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

satisfied.

58. All time periods set forth in this Sale Order shall be calculated in accordance with

Bankruptcy Rule 9006(a).

Signed: October 17, 2022.

DAVID R. JONES

UNITED STATES BANKRUPT Y 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, AND 11:11 SYSTEMS, INC.

DATED AS OF SEPTEMBER 30, 2022

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of September 30, 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 (a) disaster recovery services and consulting services related thereto, including traditional and cloud recovery, mobile workplace recovery, data replication, backup and vaulting and managed recovery programs, and (b) colocation services revenue at four facilities subject to the Real Property Leases, in each case, 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 APA" means 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".
- "Bravo Assets" means those certain assets defined as the "Purchased Assets" in the Bravo APA.
- "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 primarily employed in providing services to the Sellers in, or otherwise necessary for, 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.

- "CMS APA" means the Asset Purchase Agreement dated August 21, 2022, by and among Sungard L.P. and its Affiliates defined therein as the "Sellers" and 11:11 Systems Inc., defined therein as the "Buyer".
- "CMS Assets" means those certain assets defined as the "Purchased Assets" in the CMS APA.
- "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].
- "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 valueadded 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.
 - "Key Employee" means each of the individuals set forth on Schedule 1.01.

"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, James Paterson and Kaushik Ray.

"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.

"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 ending on and including the Closing Date.

"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 primarily in or otherwise necessary for the conduct of 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.

"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 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(c)
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(c)

Bidding Procedures Order	7.04(c)
Bill of Sale	2.09(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(d)
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
Financing	4.05
Funding Period	2.06(b)
Good Faith Deposit	2.07
Inconsistent QofE Report	6.02
Intellectual Property Assignment	
Agreements	2.09(a)(iii)
Licenses	2.01(e)
Master Services Agreement	2.09(a)
Outside Date	12.01(b)
Petition Date	Recitals
Post-Petition Contracts	2.01(d)
Purchased Assets	2.01
Purchased Contracts	2.01(d)
Purchase Price	2.06
QofE Report	6.02
QofE Review Period	6.02
Real Property Leases	3.13
Remaining Business	7.03
Remaining Buyer(s)	7.03
Sale Order	7.04(a)
Sellers	Preamble
Shared Contracts	7.03
Shared Service Providers	7.03
Straddle Period	8.01(d)
Sungard AS County	Recitals
Sungard AS's Allocation Nation	Recitals
Sungard AS's Allocation Notice	2.06(c)

Sungard L.P.	Preamble
Tax Contest	8.01(b)
Transferred Employee	9.01(a)
Transfer Taxes	8.01(c)
Transition Services Agreement	2.09(a)
WARN Act	3.15(d)

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 primarily in or otherwise necessary for the conduct of the Business by Sellers as the same shall exist on the Closing Date and any other assets, properties and business necessary for Buyer to provide the transition services to each respective entity that is the "Buyer" as set forth in the Bravo APA and the CMS APA as contemplated under the Bravo APA and the CMS APA (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 primarily in or otherwise necessary for 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 <u>Schedule 2.01(a)</u>, including the Real Property Leases;
- (b) 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 at the data centers or offices listed on <u>Schedule 2.01(a)</u> that is (i) owned, held or used primarily in or otherwise necessary for 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 <u>Schedule 2.01(b)</u>;
- (c) 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 or office listed on <u>Schedule 2.01(a)</u>) or any third party and used for or held for use primarily in connection with any Purchased Asset or otherwise necessary for the conduct of the Business;
- (d) 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 <u>Schedule 2.01(d)</u>; to be assumed by the Buyer pursuant to Section 365 of the Bankruptcy Code;

- (e) all transferable licenses, permits or other governmental authorizations of any Seller relating primarily to the Purchased Assets or otherwise necessary for the conduct of the Business (the "Licenses");
- (f) 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;
- (g) all Seller Intellectual Property, including the items listed on <u>Schedule</u> <u>2.01(g)</u> and all of the Sellers' rights therein, including all rights to sue for and recover and retain damages for present and past infringement thereof;
- (h) copies of the books, records, files and papers listed on <u>Schedule 2.01(h)</u>, whether in hard copy or electronic format, 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 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;
- (k) 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 primarily related to the Purchased Assets or otherwise necessary for the conduct of the Business; and
- all security deposits and deposits of any kind related to the Purchased (1) Assets, excluding any rent deposits, letters of credit or utility deposits; provided that (i) the Buyer shall be obligated to replace any letter of credit posted by the Sellers or any of their Affiliates in favor of the landlord as required by any real property lease listed on Schedule 2.01(a) that is a Purchased Contract, (ii) if any of such letters of credit, prior to the date hereof have been or, subsequent to the date hereof and prior to Closing, are drawn upon by the landlord associated with such lease and applied in payment of lease-related amounts that otherwise would have been paid by the Buyer as a deposit or Cure Cost, and such amounts drawn therefrom have not been refunded to the Sellers as of the Closing, the Buyer shall reimburse, or cause to be reimbursed, to the Sellers on the Closing Date in lieu of being treated as a deposit or Cure Costs under Section 2.05(a), the aggregate amount by which such letters of credit are drawn and so applied (provided, that, any portion of such amount that otherwise would have been paid by Buyer as a Cure Cost pursuant to Section 2.03(a) and the final sentence of Section 2.05(c) shall be (x) included in the aggregate Cure Costs for purposes of the last sentence of Section 13.11 and (y) treated as additional consideration for U.S. federal income Tax purposes in connection with the Allocation Statement),

and (iii) in the event any such deposit is in the form of cash, such amount shall be retained by the Sellers and will not be treated as a Purchased Asset hereunder.

- 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(h);
- (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 <u>Section 5.01(b)</u> 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 tax refunds related to any Pre-Closing Tax Period relating to the Business (including, but not limited to, any such tax refund owed by the Indian government);
- (i) all receivables, claims or causes of action that relate to any of the Excluded Assets or Excluded Liabilities;
- (j) all Benefit Plans and any assets, trust agreements, insurance policies, administrative services agreements and other contracts, files and records in respect thereof; and
- (k) any asset owned by the Sellers that is not a Purchased Asset, including, for the avoidance of doubt, any and all Bravo Assets, CMS 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 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 <u>Article 9</u> hereof; and
- (g) any and all liabilities, obligations and commitments with respect to Taxes with respect to the Purchased Assets or the operation of the Business by the Buyer that are attributable to any tax period that begins after the Closing Date.

For the avoidance of doubt, nothing in this <u>Section 2.03</u> or <u>Section 2.05</u> 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"). For the avoidance of doubt, except as otherwise provided in Section 8.01(c) with respect to Transfer Taxes, Excluded Liabilities shall include 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; and (B) the Purchased Assets or the operation of the Business that are incurred in, or attributable to any Pre-Closing Tax Period as determined under Section 8.01(d).

SECTION 2.05 Assignment of Contracts and Rights.

- (a) <u>Schedule 2.01(d)</u> 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 <u>Section 2.05(f)</u>. All contracts of Sellers that are not listed on <u>Schedule 2.01(d)</u> 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(d), 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.

- 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(d) 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(d), 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(d), 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 \$60,000,000 in cash (the "Purchase Price").
- (b) In the event the Closing occurs after October 18, 2022 (such period from October 18, 2022 through, but not including, the Closing Date, the "Funding Period"), the Buyer shall pay to the Sellers by wire transfer of immediately available funds to an account identified by the Sellers to the Buyer, an amount equal to \$1,500,000 per week commencing on the immediately succeeding Business Day following October 18, 2022 and continuing on Monday of each week thereafter during the Funding Period until the Closing occurs, prorated for each day during the final week of the Funding Period prior to the Closing Date. For the avoidance of doubt, the parties acknowledge and agree that (i) the per diem amount required to be paid by Buyer during each day of the Funding Period pursuant to this Section 2.06(b) is an amount equal to \$214,285.71 and no such per diem will be payable with respect to the Closing Date, and (ii) in the event the Closing occurs after October 18, 2022, the initial payment to be made by Buyer pursuant to this Section 2.06(b) will be made on the immediately succeeding Business Day following October 18, 2022 in an amount equal to \$1,285,714.29. All such funds shall be non-refundable and the Sellers shall have no obligation to return such funds to the Buyer if this Agreement is terminated for any reason. Failure to make any payments during the Funding Period pursuant to this Section 2.06(b) shall be a material breach of this Agreement by the Buyer.
- 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(c). 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(c) and shall file all Tax Returns (including amended returns and claims for refunds) and elections required under the Tax Act or equivalent Canadian provincial Law in a manner consistent with such allocation.

(d) 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 U.S. federal 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. The Buyer shall deposit into escrow with an escrow agent designated in writing by Sungard AS (the "Escrow Agent") an aggregate amount equal to \$6,000,000 (such amount that has been deposited at any given time, the "Good Faith Deposit") by wire transfer of immediately available funds, as follows: (a) \$1,000,000 shall be deposited by Buyer on the date of this Agreement; (b) \$3,000,000 shall be deposited by Buyer upon the expiration of the QofE Review Period if Buyer has not terminated the Agreement pursuant to Section 12.01(k) prior to the expiration of such period; and (c) \$2,000,000 shall be deposited by Buyer on the date this Agreement is approved by the Sale Order; provided, that, if any of the foregoing occurs after 4 p.m. Eastern Time on the applicable date, Buyer shall deposit such amount on the immediately succeeding Business Day. On the date of the termination of this Agreement or the Closing Date, as applicable, Buyer and Sungard AS 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 (x) the Buyer or (y) 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) <u>Section 12.01(b)</u>, and any of the conditions of <u>Section 10.03</u> (other than the deliveries pursuant to <u>Section 10.03(d)</u>) fail to be satisfied or waived or (B) <u>Section 12.01(e)</u>, 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 proceeding 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, 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 <u>Article 10</u>, 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 <u>Exhibit B</u> 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 Bravo Assets, the CMS 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 (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 CMS 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"), duly executed by such other Persons;
- vi. an IRS Form W-9 (or, with respect to Sungard AS Canada, an IRS Form W-8), duly executed by each Seller and Sungard AS.
 - (b) At the Closing, the Buyer shall deliver to the Sellers:
 - i. an amount equal to the Purchase Price (including pursuant to release by the Escrow Agent of any portion of the Purchase Price from the Good Faith Deposit), by wire transfer of immediately available funds to an account or accounts designated no later than three (3) Business Days prior to Closing 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 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 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 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 <u>Schedule 3.04(c)</u>, 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 <u>Schedule 3.04(c)</u>, 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.
- (e) None of the Purchased Assets owned, held or used by Sungard AS Canada is a "United States real property interest" within the meaning of Section 897(c)(1) of the Code.

SECTION 3.05 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 3.06 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 3.07 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 3.08 Absence of Certain Changes. Except as disclosed in <u>Schedule 3.08</u> 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; or
- (d) except as disclosed in <u>Schedule 3.08(d)</u>, 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 3.09 *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 3.09 of the Disclosure Schedules;
- (c) liabilities or obligations relating to individuals employed primarily in or otherwise necessary for 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 3.10 *Material Contracts*. Except for the Excluded Contracts or contracts disclosed in <u>Schedule 3.10</u> 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;
- (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 3.11 Litigation. Except as disclosed in Schedule 3.11 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 3.12 *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 3.13 *Properties*. Schedule 3.13 of the Disclosure Schedules includes a description of all real property used or held for use primarily in or otherwise necessary for the conduct of the Business which any Seller leases, operates or subleases (the "Real Property Leases"). The Sellers have good title to, or in the case of any leased personal property, have valid leasehold interests in, all Purchased Assets.

SECTION 3.14 Employee Benefit Plans.

- (a) Each material Benefit Plan, with respect to the Business, in effect as of the date hereof is listed on Schedule 3.14(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.
- (e) Except as disclosed on <u>Schedule 3.14(e)</u> 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 3.15 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 primarily by or otherwise necessary for the conduct of 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.
- (d) 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. For clarity, this Section 3.15(d) does not apply to Canadian employees who received notice of termination of employment within the last three (3) years.

SECTION 3.16 Intellectual Property Matters.

- (a) With respect to the Seller Intellectual Property, except as disclosed in Schedule 3.16 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.

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- (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 3.17 *Residency*. Sungard AS Canada is not a "non-resident" of Canada within the meaning of the Tax Act.
- SECTION 3.18 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 3.18 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 3.19 Outages and Security. Except as disclosed in Schedule 3.19, 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 3.20 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

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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 <u>Schedule 5.01</u>, 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 <u>Schedule 3.08</u> 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 3.11; 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.

AlixPartners to prepare a quality of earnings Report. Prior to the date hereof, Buyer engaged AlixPartners to prepare a quality of earnings report with respect to the financial performance of the Business for the twelve (12) month period ending on June 30, 2022 (the "QofE Report"). If, in the Buyer's sole discretion, the QofE Report is inconsistent with the financial information regarding the Business provided by the Sellers prior to the date of this Agreement (an "Inconsistent QofE Report"), the Buyer shall be entitled to terminate this Agreement at any time on or prior to October 11, 2022 (such period from the date of this Agreement through and including October 11, 2022, the "QofE Review Period") pursuant to Section 12.01(k).

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 of the Bravo 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 to the extent 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 or otherwise necessary for the conduct of 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.*

- The Buyer and Sellers agree to use commercially reasonable efforts to (a) 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) Within a reasonable time after the Buyer or the Sellers receive 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 the Business or the Purchased

Assets (a "Tax Contest") with respect to any Pre-Closing Tax Period, 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 (other than any Straddle 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 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) Buyer shall control any (1) Tax Contest relating to a Pre-Closing Tax Period (other than any Straddle Period) that may reasonably be expected to adversely affect the liability for Taxes imposed on Buyer or (2) Tax Contest relating to any Straddle Period; *provided*, that Sungard AS shall have the right to participate jointly with the Buyer in such Tax Contest, at Sungard AS's cost and expense. Any settlement or other disposition of such Tax Contest relating to a Straddle Period may only be made with the consent of Sungard AS, which consent shall not be unreasonably withheld, conditioned or delayed.
- (iii) Notwithstanding anything to the contrary in this Agreement, for avoidance of doubt, the Buyer shall have sole control over any Tax Contest relating to a taxable period that begins after the Closing Date or any Tax Contest relating to any income Taxes of the Buyer or its Affiliates, and none of Sellers or Sungard AS shall be entitled to participate in, or have any consent right with respect to, such Tax Contests.
- (c) To the extent not exempt under Section 1146(a) of the Bankruptcy Code in connection with the Chapter 11 Cases, all sales (including ETA Taxes), use, value added, registration stamp, recording, documentary, conveyancing, 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.
- (d) For purposes of this Agreement, the Taxes imposed on a periodic basis with respect to the assets in respect of the Purchased Assets for any taxable period that begins on or 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 portion of such Straddle Period ending on the Closing Date and the denominator of which is the number of calendar days in the entire Straddle Period. The amount

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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 Sellers as of the end of the day on the Closing Date.

- (e) 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.
- (f) 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.
- g) 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) <u>Transferred Employees</u>. The employment or engagement of each of the Business Employees and independent contractors, consultants and service providers identified on <u>Schedule 9.01(a)</u>, 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**"). 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 employment with Buyer and as of Closing to commence such employment with the Buyer or one of its Affiliates. 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 vacation accruals, 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) <u>Cooperation</u>. In connection with the Buyer's obligations under this <u>Article 9</u>, 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 <u>Article 9</u>.
- 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 accruals and severance but not otherwise 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) <u>Welfare Benefits</u>. 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

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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.

- 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) <u>Wage Reporting</u>. 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 other than those set forth in Section 3.04 and Section 3.14 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 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.

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- (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 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 <u>Section 10.03(a)</u> and <u>Section 10.03(b)</u> have been satisfied.
- (d) *Deliveries*. The Buyer shall make or cause to be made the deliveries described in <u>Section 2.09(b)</u>, 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 <u>Section 10.01</u> 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 <u>Sections 2.08</u>, <u>5.01</u>, <u>7.01</u>, <u>7.02</u> or <u>7.04</u> and such breach is continuing in any material respect following Buyer's compliance with <u>Section 7.06</u>;
- (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;
- (h) by the Buyer or the Sellers, as applicable, if the Disclosure Schedules fail to be finalized in accordance with <u>Section 13.11</u> within fifteen (15) days prior to the Closing Date;
- (i) by the Buyer pursuant to <u>Section 13.11</u> if the Cure Costs exceed \$8,000,000 and Sellers do not agree to bear the full amount of such excess;
- (j) by the Buyer or the Sellers, as applicable, pursuant to Section 13.11 if the Cure Costs exceed \$13,000,000; or
- (k) by the Buyer, prior to the expiration of the QofE Review Period, in the event of an Inconsistent QofE Report pursuant to <u>Section 6.02</u>.

The party desiring to terminate this Agreement pursuant to this <u>Section 12.01</u> (other than pursuant to <u>Section 12.01(a)</u>) 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 <u>Section 12.01</u>, 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 <u>Section 2.07</u>. The provisions of <u>Sections 2.07</u>, <u>12.02</u>, <u>12.03</u>, <u>13.04</u>, <u>13.05</u> and <u>13.06</u> shall survive any termination hereof pursuant to <u>Section 12.01</u>.

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, as applicable, to receive the Good Faith Deposit pursuant to Section 2.07, 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.

Upon the closing of the Chapter 11 Cases, except as otherwise expressly (b) 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; Cure Costs. 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, \$7,000,000, the Buyer and the Sellers shall each be responsible for bearing fifty percent (50%) of any Cure Costs incurred above \$7,000,000 up to \$8,000,000; provided, the Sellers may, in their sole discretion, agree to bear any Cure Costs in excess of, in the aggregate, \$8,000,000; provided, further, that (i) if the Cure Costs exceed \$8,000,000 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(i) and (ii) if the Cure Costs exceed \$13,000,000, either the Buyer or the Sellers shall be entitled to terminate this Agreement pursuant to Section 12.01(j).

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.

By: Mike Robinson

Name: Mike Robinson

Title: Chief Executive Officer

SUNGARD AVAILABILITY SERVICES (CANADA) LTD.

By: Docusigned by:

Mike Kobinson

DA219FEORE4444E

Name: Mike Robinson

Title: Chief Executive Officer

BUYER:

11:11 SYSTEMS, INC.

By: Docusigned by:

Brith Diamond

6582F003F13E440...

Name: Brett Diamond

Title: Chief Executive Officer

EXHIBIT A

SELLERS

1. Sungard Availability Services (Canada) Ltd.

Exhibit 2

Cure Costs

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Schedule 1: Customer Agreements

NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
1	A.C.P CLEANING, INC	1 MERRILL STREET WOBURN, MA 01801	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED APRIL 1, 2009	4/1/2009	\$0
2	ACCUITY	1007 CHURCH STREET FLOOR 6 EVANSTON, IL 60201	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED AUGUST 15, 1996	8/15/1996	\$0
3	ACURIAN, INC.	2 WALNUT GROVE DR STE 375 HORSHAM, PA 19044-2286	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JULY 1, 2014	7/1/2014	\$0
4	ADTRAN	901 EXPLORER BLVD HUNTSVILLE, AL 35806	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2021	1/1/2021	\$0
5	ADVENTIST HEALTH SYSTEM SUNBELT HEALTH CARE CORP	902 INSPIRATION AVE SUITE 9100 UNIT#9030 DEPT#703120 ALTAMONTE SPRINGS, FL 32714	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED APRIL 1, 2004	4/1/2004	\$0
6	ADVICENT SOLUTIONS	10700 WEST RESEARCH DRIVE SUITE 1 MILWAUKEE, WI 53226	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 1, 2017	12/1/2017	\$0
7	AEGIS COMMERCE	111 N SPRING MILL ROAD VILLANOVA, PA 19085	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED FEBRUARY 28, 2014	2/28/2014	\$0
8	AF&L	580 VIRGINIA DRIVE SUITE #330 FORT WASHINGTON, PA 19034	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED FEBRUARY 2, 2015	2/2/2015	\$0
9	AIPSO	302 CENTRAL AVE JOHNSTON, RI 02919	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MARCH 1, 2012	3/1/2012	\$0
10	AIRLINES REPORTING CORP.	3000 WILSON BOULEVARD SUITE 300 ARLINGTON, VA 22201-3862	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JULY 1, 2010	7/1/2010	\$0
11	ALASKA AIRLINES	20313 28TH AVENUE S SEATTLE, WA 98198	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MAY 1, 2008	5/1/2008	\$0
12	ALBANY MEDICAL CENTER	43 NEW SCOTLAND AVENUE ALBANY, NY 12208	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MARCH 1, 2019	3/1/2019	\$0
13	ALEX LEE, INC.	120 4TH STREET, SW HICKORY, NC 28603	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 1, 2009	1/1/2009	\$0
14	ALEXION PHARMACEUTICALS, INC.	100 COLLEGE STREET NEW HAVEN, CT 06510	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED OCTOBER 1, 2019	10/1/2019	\$0
15	ALL THINGS MEDIA LLC	10 INDUSTRIAL AVENUE MAHWAH, NJ 07430	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED OCTOBER 26, 2021	10/26/2021	\$0
16	ALLIANCE HEALTHCARE SERVICES, INC.	100 BAYVIEW CIRCLE SUITE 400 NEWPORT BEACH, CA 92660	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MARCH 31, 2006	3/31/2006	\$0
17	ALLSTATE INSURANCE COMPANY OF CANADA	27 ALLSTATE PARKWAY SUITE 100 MARKHAM, ON L3R 5P8 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MAY 1, 2011	5/1/2011	\$0
18	ALLSTREAM BUSINESS INC.	200 WELLINGTON STREET WEST 9TH FLOOR TORONTO, ON M5V 3G2 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JUNE 8, 2007	6/8/2007	\$0
19	ALLSTREAM BUSINESS INC.	C/O ALLSTREAM BUSINESS INC. 5160 ORBITOR DRIVE MISSISSAUGA, ON L4W 5H2 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	HOSTING MASTER SERVICES AGREEMENT DATED APRIL 1, 2008	4/1/2008	\$0
20	ALLY FINANCIAL INC.	500 WOODWARD AVENUE MS 5-139 DETROIT, MI 48226	SUNGARD AVAILABILITY SERVICES, LP	SERVICES AGREEMENT NUMBER - SUN- 10863 FOR ENTERPRISE WORKSPACE RECOVERY DATED FEBRUARY 25, 2009	2/25/2009	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
21	ALPHA SIMPLEX	ONE CAMBRIDGE CENTER CAMBRIDGE, MA 02142	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED APRIL 1, 2008	4/1/2008	\$0
22	AMA INSURANCE AGENCY INC	330 NORTH WABASH AVE. SUITE 39300 CHICAGO, IL 60611	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED OCTOBER 1, 2018	10/1/2018	\$0
23	AMALGAMATED BANK OF CHICAGO	30 N. LASALLE STREET CHICAGO, IL 60602	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 1, 2012	9/1/2012	\$0
24	AMERICAN FENCE COMPANY, INC.	P.O. BOX 19040 PHOENIX, AZ 85005	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED AUGUST 1, 2019	8/1/2019	\$0
25	AMERICAN TITLE	2929 E. CAMELBACK ROAD SUITE 200 PHOENIX, AZ 85016	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED DECEMBER 23, 2008	12/23/2008	\$0
26	AMERIPRISE FINANCIAL, INC.	702 2ND AVENUE SOUTH MINNEAPOLIS, MN 55474	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED APRIL 15, 2011	4/15/2011	\$0
27	ANHEUSER-BUSCH COMPANIES, LLC	1 BUSCH PLACE, 202-4-250 SAINT LOUIS, MO 63118	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 29, 2015	9/29/2015	\$0
28	ANI PHARMACEUTICALS CANADA, INC.	400 IROQUOIS SHORE RD OAKVILLE, ON L6H 1M5 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 1, 2020	6/1/2020	\$0
29	ANIXTER INC.	2301 PATRIOT BOULEVARD GLENVIEW, IL 60026-8020	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2012	1/1/2012	\$0
30	APEX TOOL GROUP, LLC	1000 LUFKIN ROAD APEX, NC 27502	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED DECEMBER 15, 2000	12/15/2000	\$0
31	APRIVA ISS, LLC	8501 NORTH SCOTTSDALE ROAD SUITE 110 SCOTTSDALE, AZ 85253	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 1, 2019	6/1/2019	\$0
32	APS MEDICAL BILLING	5700 SOUTHWYCK BLVD TOLEDO, OH 43614	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 14, 2014	4/14/2014	\$0
33	APTOS CANADA INC.	9300 TRANS-CANADA HIGHWAY SUITE 300 SAINT-LAURENT, QC H4S 1K5 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED SEPTEMBER 1, 2005	9/1/2005	\$0
34	APTUM TECHNOLOGIES (FIBRE) INC.	BEANFIELD METROCONNECT 418-67 MOWAT AVE. TORONTO, ON M6K 3E3 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED FEBRUARY 1, 2016	2/1/2016	\$0
35	ARAB BANKING CORP BSC	140 EAST 45 STREET 38 FLOOR NEW YORK, NY 10017	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 1, 2012	5/1/2012	\$0
36	ARAMARK SCM, INC.	2400 MARKET STREET PHILADELPHIA, PA 19103	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED FEBRUARY 1, 2022	2/1/2022	\$0
37	ARAMSCO, INC.	ARAMSCO 1480 GRANDVIEW AVE. PAULSBORO, NJ 08066	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JULY 1, 2013	7/1/2013	\$0
38	ARCH INSURANCE GROUP INC.	HABORSIDE 3 210 HUDSON STREET, SUITE 300 JERSEY CITY, NJ 07311	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED FEBRUARY 18, 2013	2/18/2013	\$0
39	ARCHER DANIELS MIDLAND	4666 FARIES PKWY DECATUR, IL 62526	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED APRIL 1, 2004	4/1/2004	\$0
40	ARES MANAGEMENT LLC	800 CORPORATE POINTE STE. 300 - 4TH FLOOR LOS ANGELES, CA 90230	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED OCTOBER 24, 2008	10/24/2008	\$0
41	ARROW INTERNATIONAL, INC.	9900 CLINTON ROAD CLEVELAND, OH 44144	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JULY 18, 2007	7/18/2007	\$0
42	ARTESIAN WATER COMPANY , INC.	664 CHURCHMANS ROAD NEWARK, DE 19702	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED AUGUST 1, 2014	8/1/2014	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
43	ASCENSION HEALTH-IS, INC. D/B/A ASCENSION INFORMAT	10330 N MERIDIAN STE 315 INDIANAPOLIS, IN 46290	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED SEPTEMBER 30, 2013	9/30/2013	\$0
44	ASHLEY STEWART, INC.	150 MEADOWLANDS PARKWAY SECAUCUS, NJ 07094	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 29, 2016	6/29/2016	\$0
45	AT&T SERVICES, INC. (BRIGHTVIEW PROJECT)	401 PLYMOUTH ROAD PLYMOUTH MEETING, PA 19462	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICES AGREEMENT DATED FEBRUARY 12, 2007	2/12/2007	\$0
46	ATC INFORMATION SERVICES, INC	700 CRANBERRY WOODS DRIVE CRANBERRY, PA 16066	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED AUGUST 1, 2017	8/1/2017	\$0
47	ATOS INC.	5770 HURONTARIO ST SUITE 850 MISSISSAUGA, ON L5R 3G5 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	RECOVERY SERVICES AGREEMENT DATED OCTOBER 1, 2002	10/1/2002	\$0
48	ATOS IT OUTSOURCING SERVICES, LLC	4851 REGENT BLVD IRVING, TX 75063	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED JULY 1, 2000	7/1/2000	\$0
49	ATOS IT OUTSOURCING SERVICES, LLC	4851 REGENT BLVD IRVING, TX 75063	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED DECEMBER 15, 2007	12/15/2007	\$0
50	ATTORNEYS' TITLE FUND SERVICES, LLC	ATTORNEYS€™ TITLE FUND SERVICES, LLC 6545 CORPORATE CENTRE BLVD ORLANDO, FL 32822-3217	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED AUGUST 1, 2018	8/1/2018	\$0
51	AURIEMMA CONSULTING GROUP, INC.	120 BROADWAY SUITE 3401 NEW YORK, NY 10271	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED FEBRUARY 15, 2022	2/15/2022	\$0
52	AUTOMOTIVE RENTALS INC.	4001 LEADENHALL ROAD, P.O. BOX 5039 MOUNT LAUREL, NJ 08054-5039	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 31, 2012	12/31/2012	\$0
53	AVERY DENNISON	207 GOODE AVENUE GLENDALE, CA 91203-1222	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED AUGUST 31, 2012	8/31/2012	\$0
54	BAIN CAPITAL, LP	200 CLARENDON ST, 49TH FL BOSTON, MA 02116	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED APRIL 1, 2009	4/1/2009	\$0
55	BAKER BOTTS L.L.P.	1 SHELL PLAZA 910 LOUISIANA ST HOUSTON, TX 77002	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED NOVEMBER 1, 2020	11/1/2020	\$0
56	BANCO DE RESERVAS DE LA REPUBLICA DOMINICANA	AVE. JIMENEZ MOYA, ESQ. C/4 ENS. LA PAZ SANTO DOMINGO, 0 DOMINICAN REPUBLIC	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 30, 2014	9/30/2014	\$0
57	BANK HAPOALIM BM	5851 WEST SIDE AVENUE NORTH BERGEN, NJ 07047	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED DECEMBER 31, 2006	12/31/2006	\$0
58	BAPTIST HEALTH SYSTEM, INC., A FLORIDA NOT FOR PRO	3451 BEACH BLVD., JACKSONVILLE, FL 32207	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED FEBRUARY 1, 2005	2/1/2005	\$0
59	BAYCARE HEALTH SYSTEM, INC.	2985 DREW ST CLEARWATER, FL 33759	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED NOVEMBER 1, 2011	11/1/2011	\$0
60	BAYES FINTECH INC.	BAYES FINTECH INC. 80 BLOOR ST W, SUITE 600 TORONTO, ON M5S 2V1 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED AUGUST 15, 2020	8/15/2020	\$0
61	BE AEROSPACE, INC	1455 FAIRCHILD ROAD WINSTON-SALEM, NC 27105-4599	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JULY 1, 2005	7/1/2005	\$0
62	BELDEN INC. DBA ALPHA WIRE	711 LIDGERWOOD AVENUE ELIZABETH, NJ 07207	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED DECEMBER 17, 2008	12/17/2008	\$0
63	BELKIN INTERNATIONAL, INC.	12045 EAST WATERFRONT DR. PLAYA VISTA, CA 90094-2536	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED APRIL 16, 2008	4/16/2008	\$0
64	BELL CANADA - ENTERPRISE GROUP,	1000 RUE DE LA GAUCHETIÃ RE O MONTREAL, QC H3B 4Y8 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	CARRIER MASTER COLOCATION AGREEMENT DATED OCTOBER 1, 2015	10/1/2015	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
65	BEN E. KEITH COMPANY	BEN E. KEITH COMPANY PO BOX 1422 FORT WORTH, TX 76101	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED FEBRUARY 1, 2018	2/1/2018	\$0
66	BERKADIA COMMERCIAL MORTGAGE LLC.	323 NORRISTOWN RD SUITE 300 AMBLER, PA 19002	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MARCH 1, 2007	3/1/2007	\$0
67	BERKLEY TECHNOLOGY SERVICES, LLC	101 BELLEVUE PKWY, WILMINGTON, DE 19809	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 31, 2014	12/31/2014	\$0
68	BEVERAGE DISTRIBUTION CENTER	8275 US RT 130 PENNSAUKEN, NJ 08109	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED FEBRUARY 18, 2016	2/18/2016	\$0
69	BIOSTAT SOLUTIONS	5280 CORPORATE DR., STE. C-200 FREDERICK, MD 21703	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2017	1/1/2017	\$0
70	BLUE CROSS AND BLUE SHIELD ASSOCIATION	225 NORTH MICHIGAN AVENUE 5TH FLOOR CHICAGO, IL 60601	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 1, 2015	9/1/2015	\$0
71	BLUE CROSS AND BLUE SHIELD OF SOUTH CAROLINA	I - 20 EAST @ ALPINE ROAD COLUMBIA, SC 29219	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED APRIL 30, 2004	4/30/2004	\$0
72	BLUESTEM BRANDS, INC.	220 HICKORY ST. WARREN, PA 16366	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED AUGUST 15, 2013	8/15/2013	\$0
73	вмі	425 DUKE DRIVE FRANKLIN, TN 37067	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED DECEMBER 1, 1997	12/1/1997	\$0
74	BOARD OF TRUSTEES OF WESTERN ILLINOIS UNIVERSITY	1 UNIVERSITY CIRCLE MACOMB, IL 61455	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JULY 1, 2021	7/1/2021	\$0
75	BRANDYWINE TRUST COMPANY	7234 LANCASTER PIKE SUITE 310A HOCKESSIN, DE 19707	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 1, 2019	6/1/2019	\$0
76	BRANSON ULTRASONICS	120 PARK RIDGE ROAD BROOKFIELD, CT 06804	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED JUNE 1, 1995	6/1/1995	\$0
77	BRIDGESTONE AMERICAS, INC.	1 BRIDGESTONE PARK NASHVILLE, TN 37215	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED NOVEMBER 1, 2015	11/1/2015	\$0
78	BRIDGESTONE GOLF, INC.	15320 INDUSTIRAL PARK BLVD. NE COVINGTON, GA 30014	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MAY 6, 2009	5/6/2009	\$0
79	BROWN INVESTMENT ADVISORY & TRUST COMPANY	901 SOUTH BOND STREET SUITE 4000 BALTIMORE, MD 21231-3340	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED SEPTEMBER 1, 2010	9/1/2010	\$0
80	BUCK CANADA HR SERVICES LIMITED	201 CENTRE DR SUITE 1000 MISSISSAUGA, ON L5B 4E4 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR AVAILABILITY SERVICES DATED JUNE 1, 2008	6/1/2008	\$0
81	BUCKMAN LABORATORIES	1256 NORTH MCLEAN BLVD MEMPHIS, TN 38108	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 1, 2013	5/1/2013	\$0
82	BURRIS LOGISTICS	501 S.E. 5TH STREET MILFORD, DE 19963	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 1, 2006	1/1/2006	\$0
83	CAESARS ENTERTAINMENT OPERATING COMPANY, INC.	ONE HARRAH'S COURT LAS VEGAS, NV 89119	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S.	9/18/2008	\$0
84	CAFO INC.	200 UNIVERSITY AVE SUITE 501 TORONTO, ON M5H 3C6 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JUNE 15, 2008	6/15/2008	\$0
85	CALIFORNIA CREDIT UNION	701 NORTH BRAND BOULEVARD GLENDALE, CA 91203	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED NOVEMBER 1, 2005	11/1/2005	\$0
86	CALIFORNIA SCHOOLS VEBA	1843 HOTEL CIR S SAN DIEGO, CA 92108	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED NOVEMBER 1, 2018	11/1/2018	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
87	CAMBRIDGE MERCANTILE GROUP	212 KING STREET WEST SUITE 400 TORONTO, ON M5H 1K5 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MARCH 21, 2008	3/21/2008	\$0
88	CANADIAN INSURANCE ALLIANCE (2018) INC.	3600 RHODES DR. WINDSOR, ON N8W 5A4 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JUNE 1, 2010	6/1/2010	\$0
89	CANADIAN NUCLEAR LABORATORIES LTD.	286 PLANT ROAD , STN KEYS CHALK RIVER, ON K0J 1J0 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED NOVEMBER 1, 2012	11/1/2012	\$0
90	CAPGEMINI AMERICA, INC.	2000 CLIFF MINE ROAD PARK WEST TW - SUITE 410 JERSEY CITY, NJ 07311	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 1, 2013	4/1/2013	\$0
91	CARLE FOUNDATION HOSPITAL	CARLE/HEALTH ALLIANCE MEDICAL PLANS 3310 FIELDS SOUTH DRIVE CHAMPAIGN, IL 61822	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 1, 2012	1/1/2012	\$0
92	CARPENTER TECHNOLOGY	2100 CENTER AVENUE READING, PA 19612	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED FEBRUARY 1, 1999	2/1/1999	\$0
93	CAS, A DIVISION OF THE AMERICAN CHEMICAL SOCIETY	2540 OLENTANGY RIVER ROAD COLUMBUS, OH 43202	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 30, 2011	12/30/2011	\$0
94	CASCADE CORPORATION	2201 NE 201ST FAIRVIEW, OR 97024	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 1, 2021	9/1/2021	\$0
95	CAT PUMPS CORPORATION	1681 94TH LANE NE BLAINE, MN 55449	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED AUGUST 1, 1999	8/1/1999	\$0
96	CATALENT PHARMA SOLUTIONS, LLC.	14 SCHOOLHOUSE RD SOMERSET, NJ 08873	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED OCTOBER 1, 2013	10/1/2013	\$0
97	CATHOLIC HEALTH SERVICES OF LONGISLAND	245 OLD COUNTRY ROAD MELVILLE, NY 11747	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED AUGUST 1, 2005	8/1/2005	\$0
98	CATO CORPORATION	8100 DENMARK ROAD CHARLOTTE, NC 28273	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED OCTOBER 28, 2004	10/28/2004	\$0
99	CAUSEWAY CAPITAL MANAGEMENT LLC	11111 SANTA MONICA BOULEVARD LOS ANGELES, CA 90025	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED OCTOBER 15, 2005	10/15/2005	\$0
100	CBIA SERVICE CORPORATION	350 CHURCH STREET HARTFORD, CT 06103	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JULY 1, 2007	7/1/2007	\$0
101	CBV COLLECTION SERVICES LTD	4664 LOUGHEED HIGHWAY #20 BURNABY, BC V5C 5T5 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR AVAILABILITY SERVICES DATED AUGUST 10, 2005	8/10/2005	\$0
102	CDSL CANADA LIMITED	7071 BAYERS ROAD SUITE 1007 HALIFAX, NS B3L 2C2 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	RECOVERY SERVICES AGREEMENT DATED JANUARY 1, 1998	1/1/1998	\$0
103	CEMENTOS PROGRESO, S.A.	DIAGONAL 6, 10-65 ZONA 10, CENTRO GERENCIAL, TORRE I, OFICINA 1701 LAS MARGARITAS, 0 GUATEMALA	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED OCTOBER 1, 2012	10/1/2012	\$0
104	CENTRAL HUDSON GAS & ELECTRIC CORPORATION	284 SOUTH AVE POUGHKEEPSIE, NY 12601-4838	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2021	1/1/2021	\$0
105	CERNER CORPORATION	51 VALLEY STREAM PARKWAY MALVERN, PA 19355	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED FEBRUARY 1, 2003	2/1/2003	\$0
106	CERTENT	4683 CHABOT DRIVE SUITE 260 PLEASANTON, CA 94588	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED FEBRUARY 22, 2016	2/22/2016	\$0
107	CGI INFO. SYSTEMS & MANAGEMENT CONSULTANTS INC.	6790 CENTURY AVENUE SUITE 201 MISSISSAUGA, ON L5N 2V8 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	RECOVERY SERVICES AGREEMENT DATED JANUARY 1, 1998	1/1/1998	\$0
108	CGI INFORMATION SYSTEMS & MANAGEMENT CONSULTANTS	10007 SOUTH 51st STREET PHOENIX, AZ 85044	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED OCTOBER 25, 2022	10/25/2022	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
109	CGI INFORMATION SYSTEMS AND MANAGEMENT CONSULTANTS	6790 CENTURY AVENUE SUITE 201 MISSISSAUGA, ON L5N 2V8 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JULY 1, 2006	7/1/2006	\$0
110	CGI TECHNOLOGIES AND SOLUTIONS INC	10007 SOUTH 51ST ST PHOENIX, AZ 85044-5204	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED OCTOBER 25, 2002	10/25/2002	\$0
111	CGS ADMINISTRATORS, LLC	2 VANTAGE WAY NASHVILLE, TN 37228-1504	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED AUGUST 15, 2015	8/15/2015	\$0
112	CH POWELL CO	75 SHAWMUT RD CANTON, MA 02021	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED OCTOBER 1, 2009	10/1/2009	\$0
113	CHANGE HEALTHCARE OPERATIONS LLC	2100 POWELL ST EMERYVILLE, CA 94608	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED FEBRUARY 1, 2016	2/1/2016	\$0
114	CHANGE HEALTHCARE OPERATIONS LLC	11000 TRADE CENTER DRIVE RANCHO CORDOVA, CA 95670	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 1, 2017	12/1/2017	\$0
115	CHANNING CAPITAL MANAGEMENT, LLC	10 SOUTH LASALLE ST SUITE 2401 CHICAGO, IL 60603	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JULY 31, 2007	7/31/2007	\$0
116	CHARLESBANK CAPITAL PARTNERS, LLC	200 CLARENDON ST 54th FLOOR BOSTON, MA 02116	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED APRIL 1, 2010	4/1/2010	\$0
117	CHELSEA MILLING COMPANY	201 W. NORTH ST. PO BOX 460 CHELSEA, MI 48118	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED OCTOBER 1, 2015	10/1/2015	\$0
118	CHINA CONSTRUCTION BANK (CANADA)	BAY WELLINGTON TOWER 181 BAY STREET, SUITE 3650 TORONTO, ON M5J 2T3 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 15, 2014	4/15/2014	\$0
119	CHUBB INA HOLDINGS INC. (F/K/A ACE INA HOLDINGS IN	510 WALNUT ST PHILADELPHIA, PA 19106	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 1, 2005	1/1/2005	\$0
120	CIGNA CORPORATE SERVICES, LLC	900 COTTAGE GROVE ROAD BLOOMFIELD, CT 06002	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 1, 2019	6/1/2019	\$0
121	CITADEL LLC	131 S DEARBORN CHICAGO, IL 60603	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 1, 2012	9/1/2012	\$0
122	CITY OF BOCA RATON	201 W PALMETTO PARK RD BOCA RATON, FL 33432-3730	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED AUGUST 1, 2021	8/1/2021	\$0
123	CITY OF PAWTUCKET	137 ROOSEVELT AVE PAWTUCKET, RI 02862	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED DECEMBER 1, 2001	12/1/2001	\$0
124	CITY OF PHILADELPHIA,PA	1234 MARKET ST SUITE 1850 PHILADELPHIA, PA 19107	SUNGARD AVAILABILITY SERVICES, LP	PROVIDER AGREEMENT DATED APRIL 1, 2011	4/1/2006	\$0
125	CIVIL SERVICE EMPLOYEES ASSOCIATION	143 WASHINGTON AVENUE ALBANY, NY 12210	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2012	1/1/2012	\$0
126	CLEMENS CONSTRUCTION COMPANY, INC.	1435 WALNUT STREET PHILADELPHIA, PA 19102	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JULY 1, 2021	7/1/2021	\$0
127	CNA NATIONAL WARRANTY CORPORATION	4150 N. DRINKWATER BLVD SCOTTSDALE, AZ 85251	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED FEBRUARY 1, 2016	2/1/2016	\$0
128	COGECO CONNEXION INC	5 PLACE VILLE MARIE BUREAU 1700 MONTREAL, QC H3B 0B3 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 1, 2014	9/1/2014	\$0
129	COHEN & GRIGSBY P.C.	625 LIBERTY AVENUE 5TH FLOOR PITTSBURGH, PA 15222-3152	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 1, 2008	1/1/2008	\$0
130	COLLEGE OF AMERICAN PATHOLOGISTS	325 WAUKEGAN RD NORTHFIELD, IL 60093-2719	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED OCTOBER 11, 2011	10/11/2011	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
131	COMMERCE REGISTER INC	190 GODWIN AVE MIDLAND PARK, NJ 07432	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED APRIL 1, 2005	4/1/2005	\$0
132	COMM-WORKS INVESTMENT HOLDING COMPANY, LLC.	1405 XENIUM LANE NORTH SUITE 120 MINNEAPOLIS, MN 55441	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED NOVEMBER 1, 2014	11/1/2014	\$0
133	COMPENSATION RATING & INSPECTION BUREAU	60 PARK PLACE NEWARK, NJ 07102	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MARCH 1, 2013	3/1/2013	\$0
134	COMPUCOM CANADA CO.	1830 MATHESON BLVD. , UNIT 1 MISSISSAUGA, ON L4W 0B3 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR AVAILABILITY SERVICES DATED NOVEMBER 11, 2011 (RESELLER)	12/1/2010	\$0
135	COMPUVOIP	324 GRAND AVE BROOKLYN, NY 11238	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MARCH 1, 2021	3/1/2021	\$0
136	CONAGRA BRANDS, INC.	121 WOODCREST RD CHERRY HILL, NJ 08003	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED DECEMBER 11, 2009	12/11/2009	\$0
137	CONAIR CORPORATION	101 POSSUMTOWN RD PISCATAWAY, NJ 08854	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED NOVEMBER 1, 2003	11/1/2003	\$0
138	CONCENTRIX INSURANCE ADMINISTRATION SOLUTIONS CORP	2000 WADE HAMPTON BLVD GREENVILLE, SC 29615	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2020	1/1/2020	\$0
139	CONSEILLERS EN GESTION ET INFORMATIQUE CGI INC.	3200 DICKSON STREET MONTREAL, QC HIN 2K1 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	RECOVERY SERVICES AGREEMENT DATED JANUARY 1, 1998	1/1/1998	\$0
140	CONSOLIDATED COMPUTING, INC. (KINGSBOROUGH COMMUNI	380 MOREHOUSE RD. EASTON, CT 06612	SUNGARD AVAILABILITY SERVICES, LP	(PARTNER) CUSTOM AGREEMENT DATED JULY 7, 2020	7/7/2020	\$0
141	CONSTRUCTION RESOURCES MANAGEMENT	N3 W23650 BADINGER RD PO BOX 1632 WAUKESHA, WI 53187-1632	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 1, 2019	5/1/2019	\$0
142	Continental Mills	18100 ANDOVER PARK WEST TUKWILA, WA 98188	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED FEBRUARY 1, 2019	2/1/2019	\$0
143	CONTRA COSTA COUNTY	DEPT OF INFORMATION TECHNOLOGY 30 DOUGLAS DRIVE MARTINEZ, CA 94553	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED FEBRUARY 23, 1989	2/23/1989	\$0
144	CORITY SOFTWARE INC.	250 BLOOR STREET EAST, 9TH FLOOR TORONTO, ON M4W 1E6 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED AUGUST 15, 2007	8/15/2007	\$0
145	CORPORATE SYNERGIES GROUP INC.	2 AQUARIUM DRIVE, SUITE 200 CAMDEN, NJ 08103	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 1, 2019	6/1/2019	\$0
146	COXCOM, LLC	1550 W DEER VALLEY ROAD PHOENIX, AZ 85027	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT DATED MARCH 5, 2015	3/1/2015	\$0
147	CRAWFORD & COMPANY	5335 TRIANGLE PKWY PEACHTREE CORNERS, GA 30092	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED OCTOBER 30, 2004	10/30/2004	\$0
148	CREDIT FIRST NATIONAL ASSOCIATION	6275 EASTLAND ROAD BROOK PARK, OH 44142	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 1, 2013	12/1/2013	\$0
149	CREDIT INDUSTRIEL ET COMMERCIAL, NY	520 MADISON AVE NEW YORK, NY 10022	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED SEPTEMBER 1, 2010	9/1/2010	\$0
150	CSRA LLC	5713 TULANE AVENUE AUSTINTOWN, OH 44515	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 15, 2009	12/15/2009	\$0
151	CUSTOMIZED ENERGY SOLUTIONS LTD.	1528 WALNUT STREET 22ND FLOOR PHILADELPHIA, PA 19102	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MARCH 1, 2021	3/1/2021	\$0
152	CVS PHARMACY, INC.	2100 HIGHLAND CORPORATE DRIVE CUMBERLAND, RI 02864	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED OCTOBER 1, 2003	10/1/2003	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
153	CVS PHARMACY, INC.	2100 HIGHLAND CORPORATE DRIVE CUMBERLAND, RI 02864	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED MAY 1, 2002	5/1/2002	\$0
154	DANSKE MARKETS	280 PARK AVE NEW YORK, NY 10017	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED SEPTEMBER 1, 2010	9/1/2010	\$0
155	DELAWARE DEPARTMENT OF TECHNOLOGY AND INFORMATION	801 SILVER LAKE ROAD DOVER OIS DATA CENTER DOVER, DE 19904	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JUNE 15, 2007	6/15/2007	\$0
156	DELTA NATIONAL BANK & TRUST COMPANY	650 5TH AVENUE 26TH FLOOR NEW YORK, NY 10019	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED AUGUST 1, 2010	8/1/2010	\$0
157	DEWITT LLP	2 EAST MIFFLIN STREET, SUITE 600 MADISON, WI 53703	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2021	1/1/2021	\$0
158	DIGGERS HOTLINE	14100 W. NATIONAL AVE NEW BERLIN, WI 53151	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED OCTOBER 30, 2009	10/30/2009	\$0
159	DISC MAKERS	7905 N. ROUTE 130 PENNSAUKEN, NJ 08110	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED OCTOBER 1, 2012	10/1/2012	\$0
160	DK CONSULTING - MARYLAND DEPARTMENT OF TRANSPORTAT	8955 GUILFORD ROAD SUITE 240 COLUMBIA, MD 21046	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MARCH 11, 2011	3/11/2011	\$0
161	DOUBLELINE CAPITAL	333 SOUTH GRAND AVE 18TH FL LOS ANGELES, CA 90071	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED AUGUST 15, 2010	8/15/2010	\$0
162	DUQUESNE LIGHT HOLDINGS, INC.	2841 NEW BEAVER AVENUE PITTSBURGH, PA 15233	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JULY 1, 2013	7/1/2013	\$0
163	DXC MS LLC	3705 QUAKERBRIDGE ROAD SUITE 101 TRENTON, NJ 08619-1288	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED APRIL 1, 2011	4/1/2011	\$0
164	ECCO HEATING PRODUCTS LTD	SUITE 300 WEST TOWER, 14310 -111 AVE., P.O. BOX 1338 EDMONTON, AB T5J 2N2 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED SEPTEMBER 30, 2011	9/30/2011	\$0
165	EDMUND INDUSTRIAL OPTICS	101 EAST GLOUCESTER PIKE BARRINGTON, NJ 8007-1380	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED JULY 15, 2000	7/15/2000	\$0
166	EDWARD JONES	12555 MANCHESTER ROAD DES PERES, MO 63131	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JUNE 1, 2009	6/1/2009	\$0
167	ELECTRICAL SAFETY AUTHORITY	155 MATHESON BLVD WEST MISSISSAUGA, ON L5R 3L5 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED OCTOBER 1, 2020	10/1/2020	\$0
168	EMERGENCY GROUPS OFFICE, INC.	180 VIA VERDE SUITE 100 SAN DIMAS, CA 91773	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JULY 1, 2013	7/1/2013	\$0
169	EMPYREAN BENEFIT SOLUTIONS, INC	3010 BRIAR PARK DRIVE SUITE 8000 HOUSTON, TX 77042	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED APRIL 1, 2009	4/1/2009	\$0
170	ENSONO, INC.	3333 FINELY RD DOWNERS GROVE, IL 60515	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED JANUARY 17, 2003	1/17/2003	\$0
171	EPSTEIN, BECKER, AND GREEN	250 PARK AVE NEW YORK, NY 10177	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 1, 2009	1/1/2009	\$0
172	EQUINOX FITNESS CENTERS	1 PARK AVE NEW YORK, NY 10016	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED OCTOBER 1, 2006	10/1/2006	\$0
173	ERIE INDEMNITY COMPANY	100 ERIE INSURANCE PLACE ERIE, PA 16530	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JUNE 1, 2010	6/1/2010	\$0
174	ESCO CORPORATION	2141 NW 25TH AVENUE PORTLAND, OR 97210	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 1, 2014	12/1/2014	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
175	ESIT CANADA ENTERPRISE SERVICES CO.	3550-419 KING STREET WEST OSHAWA, ON L1J 2K5 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER RECOVERY SERVICES AGREEMENT DATED NOVEMBER 1, 1994	11/1/1994	\$0
176	EVANGELICAL CHRISTIAN CREDIT UNION	955 WEST IMPERIAL HIGHWAY SUITE 100 BREA, CA 92821-3815	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED SEPTEMBER 1, 2011	9/1/2011	\$0
177	EVERTEC GROUP, LLC	P.O. BOX 364527 MAIL STOP 602 SAN JUAN, 0 00936 PUERTO RICO	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED AUGUST 1, 2010	8/1/2010	\$0
178	EXCELA HEALTH	532 WEST PITTSBURGH ST. GREENSBURG, PA 15601	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JULY 1, 2014	7/1/2014	\$0
179	EXLSERVICE.COM, LLC, ITS AFFILIATES AND SUBSIDIARIES	280 PARK AVENUE 38th FLOOR NEW YORK, NY 10017	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICES AGREEMENT DATED OCTOBER 15, 2013	10/15/2013	\$0
180	EXP SERVICES INC.	56 QUEEN ST E STE 301 BRAMPTON, ON L6V 4M8 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 8, 2021	1/8/2021	\$0
181	EXPORT DEVELOPMENT CANADA	150 SLATER ST. OTTAWA, ON KIA 1K3 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 1, 2017	6/1/2017	\$0
182	EZNETWORK SOLUTIONS LLC	66 HARVARD STREET CLOSTER, NJ 07624	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED OCTOBER 15, 2021	10/15/2021	\$0
183	FALLON COMMUNITY HEALTH PLAN, INC.	10 CHESTNUT ST. WORCESTER, MA 01608	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 1, 2019	6/1/2019	\$0
184	FASTENAL COMPANY	2001 THEURER BLVD PO BOX 978 WINONA, MN 55987-1500	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 15, 2017	9/15/2017	\$0
185	FAUQUIER HOSPITAL	500 HOSPITAL DRIVE WARRENTON, VA 20186	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MARCH 1, 2018	3/1/2018	\$0
186	FBL FINANCIAL GROUP INC. AND ITS AFFILIATED COMPAN	5400 UNIVERSITY AVENUE WEST DES MOINES, IA 50266	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 11, 2015	12/11/2015	\$0
187	FCT INSURANCE COMPANY LTD	2235 SHERIDAN GARDEN DRIVE OAKVILLE, ON L6J 7Y5 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JUNE 1, 2007	6/1/2007	\$0
188	FEDERAL LIFE INSURANCE COMPANY	3750 WEST DEERFIELD RD RIVERWOODS, IL 60015	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED NOVEMBER 1, 2017	11/1/2017	\$0
189	FIDELITY INVESTMENTS CANADA ULC	483 BAY STREET NORTH SUITE 300 NORTH TOWER TORONTO, ON M5G 2N7 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER SERVICES AGREEMENT DATED OCTOBER 18, 2017	10/18/2017	\$0
190	FIDELITY TECHNOLOGY GROUP, LLC	200 SEAPORT BLVD BOSTON, MA 02210	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED MAY 1, 2001	5/1/2001	\$0
191	FIDUCIARY TRUST COMPANY	53 STATE STREET BOSTON, MA 02109	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JULY 1, 2013	7/1/2013	\$0
192	FINANCE FACTORS, LIMITED	1164 BISHOP STREET, SUITE 700 HONOLULU, HI 96813	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED OCTOBER 15, 2017	10/15/2017	\$0
193	FIRST BUSINESS FINANCIAL SERVICES, INC.	401 CHARMANY DRIVE MADISON, WI 53744	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 19, 2016	12/19/2016	\$0
194	FIRSTBANK PUERTO RICO	1130 MUNOZ RIVERA AVENUE SAN JUAN, PR 00927 PUERTO RICO	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED AUGUST 15, 2008	8/15/2008	\$0
195	FISA (FINANCIAL INFORMATION SERVICES AGENCY)	450 W. 33RD STREET NEW YORK, NY 10001	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2017	1/1/2017	\$0
196	FISERV SOLUTIONS, LLC	4055 VALLEY VIEW LANE SUITE 900 DALLAS, TX 75244	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED AUGUST 1, 2010	8/1/2010	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
197	FLORIDA ASSOCIATION OF REALTORS	7025 AUGUSTA NATIONAL DRIVE ORLANDO, FL 32822	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 1, 2012	9/1/2012	\$0
198	FMA ALLIANCE LTD	12339 CUTTEN ROAD HOUSTON, TX 77066	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2022	1/1/2022	\$0
199	FORMOSA PLASTICS CORPORATION USA	9 PEACH TREE HILL RD LIVINGSTON, NJ 07039	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED SEPTEMBER 30, 2008	9/30/2008	\$0
200	FRIENDS OF ISRAEL GOSPEL	P.O. BOX 908 BELLMAWR, NJ 08099	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED NOVEMBER 1, 2008	11/1/2008	\$0
201	G&B PACKING COMPANY, INC.	1 COLONY ROAD JERSEY CITY, NJ 07305	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED NOVEMBER 1, 2015	11/1/2015	\$0
202	GARFUNKEL WILD	111 GREAT NECK RD. GREAT NECK, NY 11021	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 29, 2014	5/29/2014	\$0
203	GDL SOLUTIONS INC.	#9-100 LEEK CRES RICHMOND HILL, ON L4B 3E6 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED SEPTEMBER 21, 2009	9/21/2009	\$0
204	GENERAL AMERICAN INVESTORS	530 5TH AVE, 26TH FLOOR NEW YORK, NY 10036	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED NOVEMBER 1, 2020	11/1/2020	\$0
205	GENERAL MACHINE PRODUCTS (KT), LLC	3111 OLD LINCOLN HIGHWAY FEASTERVILLE-TREVOSE, PA 19053	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2021	1/1/2021	\$0
206	GERBER LIFE INSURANCE COMPANY	1311 MAMARONECK AVE STE 350 WHITE PLAINS, NY 10605	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 1, 2016	4/1/2016	\$0
207	GIOIA P AMBRETTE INC., DBA NEWCASTLE COMMUNICATION	999 S OYSTER BAY RD. STE 111 BETHPAGE, NY 11714-1041	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED OCTOBER 1, 2020	10/1/2020	\$0
208	GLOBAL CROSSING TELECOMMUNICATIONS, INC	300 GALLERIA OFFICENTRE SUITE 510 SOUTHFIELD, MI 48034	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED FEBRUARY 1, 2003	2/1/2003	\$0
209	GLOBAL FINANCIAL AID SERVICES, INC.	10467 CORPORATE DRIVE GULFPORT, MS 39503	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MAY 2, 2007	5/2/2007	\$0
210	GLOBAL INDUSTRIES, INC.	17 WEST STOW ROAD PO BOX 562 MARLTON, NJ 08053	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED JANUARY 1, 2015	1/1/2015	\$0
211	GLOBAL RESOURCES MANAGEMENT GROUP, INC.	9605 SCRANTON RD SUITE 801 SAN DIEGO, CA 92121	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 1, 2013	6/1/2013	\$0
212	GOLD BULLION INTERNATIONAL LLC	750 THIRD AVENUE SUITE 702 NEW YORK, NY 10017	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JULY 1, 2010	7/1/2010	\$0
213	GRACE COMPUTERS	REVOLUTION TECHNOLOGY GROUPO LLC 1110 N. WEST END BLVD. STE 103 QUAKERTOWN, PA 18951	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED AUGUST 1, 2020	8/1/2020	\$0
214	GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY	8515 EAST ORCHARD RD GREENWOOD VILLAGE, CO 80111	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED DECEMBER 28, 2010	12/28/2010	\$0
215	GREEN SHIELD CANADA	8677 ANCHOR DRIVE WINDSOR, ON N8N 5G1 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 1, 2009	1/1/2009	\$0
216	GRUPO RAMOS, S.A.	OFICINAS CORPORATIVAS GRUPO RAMOS EDIFICIO MULTICENTRO CHURCHILL 6 PISO AVE SANTO DOMINGO, 0 87052 DOMINICAN REPUBLIC	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 1, 2012	12/1/2012	\$0
217	GUARANTY FUND MANAGEMENT SERVICES	ONE BOWDOIN SQUARE BOSTON, MA 02114	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 15, 2017	6/15/2017	\$0

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218	H2O DEGREE	3580 PROGRESS DRIVE, SUITE L BENSALEM, PA 19020	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 15, 2020	9/15/2020	\$0
219	HANESBRANDS INC.	1000 E. HANES MILL RD. WINSTON SALEM, NC 27105	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED JUNE 1, 2001	6/1/2001	\$0
220	HAYWARD INDUSTRIES, INC.	HAYWARD HOLDINGS 615 SOUTH COLLEGE STREET CHARLOTTE, NC 28202	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 1, 2007	1/1/2007	\$0
221	HCL AMERICA INC.	330 PORTERO AVE SUNNYVALE, CA 94085	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED AUGUST 4, 2005	8/4/2005	\$0
222	HEALTH DESIGN PLUS	1219 WEST MAIN CROSS STREET FINDLAY, OH 45840	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 1, 2013	6/1/2013	\$0
223	HEALTHCARE ASSOCIATION OF NEW YORK STATE, INC.	HEALTHCARE ASSOCIATION OF NEW YORK 1 EMPIRE DRIVE RENSSELAER, NY 12144	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 19, 2016	5/19/2016	\$0
224	HENRY M. JACKSON FOUNDATION FOR THE ADVANCEMENT OF	6720A ROCKLEDGE DRIVE, SUITE 100 BETHESDA, MD 20817	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 1, 2021	5/1/2021	\$0
225	HIGH LINE SOFTWARE, INC.	HIGH LINE SOFTWARE INC 300 CONTINENTAL BLVD SUITE 565 EL SEGUNDO, CA 90245	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED OCTOBER 1, 2010	10/1/2010	\$0
226	HITACHI HEALTHCARE AMERICAS	204 WESTFIELD ST. GREENVILLE, SC 29601	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED OCTOBER 1, 2020	10/1/2020	\$0
227	HITACHI VANTARA LLC	2535 AUGUSTINE DRIVE SANTA CLARA, CA 95054	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MARCH 27, 2019	3/27/2019	\$0
228	HONDA FCU	ADMINISTRATIVE OFFICE FOR HONDA FCU 19701 HAMILTON AVE SUITE 130 PO BOX 2290 TORRANCE, CA 90502-1352	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 15, 2012	12/15/2012	\$0
229	HOSPICE OF MARION COUNTY, INC	3231 SOUTHWEST 34TH AVENUE OCALA, FL 34474	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 30, 2013	6/30/2013	\$0
230	HR GREEN, INC.	8710 EARHART LANE SW CEDAR RAPIDS, IA 52404	SUNGARD AVAILABILITY SERVICES, LP	SALESSTORE AGREEMENT DATED FEBRUARY 28, 2011	2/28/2011	\$0
231	HUB INTERNATIONAL LIMITED	300 N. LASALLE SUITE 1700 CHICAGO, IL 60654	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 1, 2014	9/1/2014	\$0
232	HUDSON FIBER NETWORK	12 N STATE RT 17 STE 120 PARAMUS, NJ 07652	SUNGARD AVAILABILITY SERVICES, LP	CARRIER MASTER COLOCATION AGREEMENT DATED JULY 1, 2016	7/1/2016	\$0
233	HUMANA INC.	500 WEST MAIN STREET LOUISVILLE, KY 40202	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED JULY 16, 1995	7/16/1995	\$0
234	HYDRO ONE TELECOM INC.	65 KELFIELD STREET ETOBICOKE, ON M9W 5A3 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER COLOCATION AGREEMENT DATED JUNE 30, 2013	6/30/2013	\$0
235	HYUNDAI CAPITAL AMERICA	4000 MACARTHUR BLVD NEWPORT BEACH, CA 92660	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 15, 2018	6/15/2018	\$0
236	ICAT MANAGERS	385 INTERLOCKEN CRESCENT SUITE 1100 BROOMFIELD, CO 80021	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MAY 21, 2009	5/21/2009	\$0
237	ICBC FINANCIAL SERVICES, LLC	1633 BROADWAY 28TH FLOOR NEW YORK, NY 10019	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED JULY 1, 2004	7/1/2004	\$0
238	IDEAL INDUSTRIES	1375 PARK AVE. SYCAMORE, IL 60178	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 1, 2016	6/1/2016	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
239	IGT CANADA SOLUTIONS ULC	328 URQUHART AVE MONCTON, NB E1H 2R6 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 1, 2013	5/1/2013	\$0
240	ILLINOIS MUNICIPAL RETIREMENT FUND	2211 YORK RD STE 500 OAK BROOK, IL 60523-2374	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED SEPTEMBER 1, 2003	9/1/2003	\$0
241	ILWU PMA BENEFIT PLANS	1188 FRANKLIN STREET SUITE 300 SAN FRANCISCO, CA 94109	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED NOVEMBER 1, 2001	11/1/2001	\$0
242	INDEPENDENT ELECTRICITY SYSTEM OPERATOR	2635 LAKESHORE ROAD WEST MISSISSAUGA, ON L5J 4R9 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JULY 1, 2006	7/1/2006	\$0
243	INFORMATION BUILDERS INC	TIBCO SOFTWARE INC. 3303 HILLVIEW AVENUE PALO ALTO, CA 94304	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2018	1/1/2018	\$0
244	INFORMATION RESOURCES, INC	150 N CLINTON ST CHICAGO, IL 60661	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2021	1/1/2021	\$0
245	INFORMATION TECHNOLOGY SHARED SERVICES, A DIVISION	1003 US HIGHWAY 202 ATTN: NORTH AMERICAN OPERATIONS RARITAN, NJ 08869	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 1, 2006	1/1/2006	\$0
246	INGRAM BOOK GROUP LLC	ONE INGRAM BLVD. LA VERGNE, TN 37086	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2013	1/1/2013	\$0
247	INGRAM MICRO	3351 MICHELSON DRIVE SUITE 100 IRVINE, CA 92612-4926	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED NOVEMBER 1, 2015	11/1/2015	\$0
248	INNOMAR STRATEGIES INC.	3470 SUPERIOR COURT OAKVILLE, ON L6L 0C4 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 1, 2013	4/1/2013	\$0
249	INNOVATIVE SYSTEMS, INC.	790 HOLIDAY DR BLDG #11 PITTSBURGH, PA 15220	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MAY 1, 2006	5/1/2006	\$0
250	INSTITUTE OF MANAGEMENT ACCOUNTANTS	10 PARAGON DR MONTVALE, NJ 07645	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JUNE 15, 2009	6/15/2009	\$0
251	INTERNATIONAL SOS ASSISTANCE, INC.	3600 HORIZON BOULEVARD SUITE 300 TREVOSE, PA 19053	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2017	1/1/2017	\$0
252	INTERSTATE BATTERIES, INC.	12770 MERIT DRIVE, SUITE 400 DALLAS, TX 75251	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 1, 2020	12/1/2020	\$0
253	INTRASCRIPT	550 W BASELINE RD SUITE 102-416 MESA, AZ 85210	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED OCTOBER 1, 2007	10/1/2007	\$0
254	IQVIA INC.	400 CAMPUS DRIVE COLLEGEVILLE, PA 19426	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 1, 2010	1/1/2010	\$0
255	IQVIA SOLUTIONS CANADA INC.	400 CAMPUS DRIVE COLLEGEVILLE, PA 19426	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED MARCH 1, 2018	3/1/2018	\$0
256	IRON BOW TECHNOLOGIES (FEDERAL AVIATION ADMINISTRA	2303 DULLES STATION BOULEVARD, SUITE 400 HERNDON, VA 20171	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED AUGUST 24, 2011	8/24/2011	\$0
257	IRON BOW TECHNOLOGIES (FORT WORTH WATER DEPARTMENT	c/o CITY OF FORT WORTH WATER DEPARTMENT 200 TEXAS ST FORT WORTH, TX 76102	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED AUGUST 24, 2011	8/24/2011	\$0
258	Ironstate Development	50 WASHINGTON STREET HOBOKEN, NJ 07030	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED FEBRUARY 1, 2018	2/1/2018	\$0
259	ISRAEL DISCOUNT BANK OF NEW YORK	511 FIFTH AVE NEW YORK, NY 10017	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 31, 2008	1/31/2008	\$0
260	IT4 GROUP	PO BOX 681 CONSHOHOCKEN, PA 19428	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JUNE 30, 2009	6/30/2009	\$0

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261	ITAU CORPBANCA	885 THIRD AVENUE, 33RD FLOOR NEW YORK, NY 10022	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MARCH 1, 2015	3/1/2015	\$0
262	ITI INC	430 EAST 29TH STREET NEW YORK, NY 10016	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JULY 1, 2015	7/1/2015	\$0
263	JAMES D. MORRISSEY CO	9119 FRANKFORD AVE PHILADELPHIA, PA 19114	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED JULY 1, 1999	7/1/1999	\$0
264	JELLY BELLY CANDY CO	ONE JELLY BELLY LANE FAIRFIELD, CA 94533	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2018	1/1/2018	\$0
265	JOHANNA FOODS, INC.	JOHANNA FARMS ROAD FLEMINGTON, NJ 08822	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED OCTOBER 1, 2011	10/1/2011	\$0
266	JOHNS HOPKINS FEDERAL CREDIT UNION	1501 S. CLINTON STREET SUITE 1200 BALTIMORE, MD 21224	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED APRIL 1, 2009	4/1/2009	\$0
267	K. HOVNANIAN COMPANIES, LLC	K. HOVNANIAN COMPANIES, L.L.C. 90 MATAWAN RD, 5TH FLOOR MATAWAN, NJ 07747	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 10, 2021	5/10/2021	\$0
268	KAPLAN TRUCKING COMPANY	8777 ROCKSIDE ROAD CLEVELAND, OH 44125	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED AUGUST 1, 2018	8/1/2018	\$0
269	KB HOME SERVICE COMPANY LLC	21 RANCHO CAMINO DRIVE SUITE 300 POMONA, CA 91766	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 1, 2019	6/1/2019	\$0
270	KELLERMEYER BERGENSONS SERVICES	3605 OCEAN RANCH BOULEVARD, #200 OCEANSIDE, CA 92056	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED NOVEMBER 1, 2020	11/1/2020	\$0
271	KELLOGG COMPANY	800 COMMERCE DRIVE OAK BROOK, IL 60523	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 1, 2010	1/1/2010	\$0
272	KELSO & CO.	320 PARK AVENUE 24TH FLOOR NEW YORK, NY 10022	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JUNE 15, 2011	6/15/2011	\$0
273	KEMARK FINANCIAL SERVICES, INC	1 BLUE HILL PLAZA, 11TH FLOOR PEARL RIVER, NY 10965	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MAY 1, 2006	5/1/2006	\$0
274	KERNEOS INC.	1316 PRIORITY LANE CHESAPEAKE, VA 23324	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MARCH 31, 2005	3/31/2005	\$0
275	KLEIN TOOLS	450 BOND ST LINCOLNSHIRE, IL 60069	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MARCH 1, 2022	3/1/2022	\$0
276	KOHLER CO	444 HIGHLAND DR KOHLER, WI 53044	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 1, 2016	6/1/2016	\$0
277	KOHL'S DEPARTMENT STORES, INC.	N56 W17000 RIDGEWOOD DRIVE MENOMONEE FALLS, WI 53051	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICES AGREEMENT DATED DECEMBER 22, 2011	5/15/2009	\$0
278	KOOKMIN BANK	565 5TH AVENUE FL 24 NEW YORK, NY 10017	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 1, 2013	5/1/2013	\$0
279	KRATON POLYMERS LLC.	9000 SOUTHSIDE BLVD. BUILDING 100 JACKSONVILLE, FL 32256	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JULY 15, 2021	7/15/2021	\$0
280	KSL CAPITAL PARTNERS MANAGEMENT III, LLC	100 ST. PAUL STREET SUITE 800 DENVER, CO 80206	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED NOVEMBER 1, 2013	11/1/2013	\$0
281	KUBOTA ENGINE AMERICA CORPORATION	505 SCHELTER ROAD LINCOLNSHIRE, IL 60069	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JULY 1, 2005	7/1/2005	\$0
282	LA CAPITOL FEDERAL CREDIT UNION	700 MAIN STREET BATON ROUGE, LA 70802	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED JANUARY 4, 1999	1/4/1999	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
283	LABOURERS PENSION FUND OF CENTRAL AND EASTERN CANA	1315 NORTH SERVICE RD E OAKVILLE, ON L6H 1A7 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 1, 2020	5/1/2020	\$0
284	LANDESBANK BADEN-WURTTEMBERG	1185 AVENUE OF THE AMERICAS 41ST FLOOR NEW YORK, NY 10036	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JULY 1, 2018	7/1/2018	\$0
285	LAWYERS PROFESSIONAL INDEMNITY COMPANY	3101 - 250 YONGE STREET TORONTO, ON M5B 2L7 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 1, 2011	1/1/2011	\$0
286	LAZARD FRERES & CO LLC	30 ROCKEFELLER PLAZA NEW YORK, NY 10112	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MARCH 1, 2013	3/1/2013	\$0
287	LEPRINO FOODS	1830 W. 38TH AVE DENVER, CO 80211	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED FEBRUARY 1, 2013	2/1/2013	\$0
288	LESLIE'S POOLMART INC	2005 E. INDIAN SCHOOL RD. PHOENIX, AZ 85016	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JULY 1, 2005	7/1/2005	\$0
289	LEVI RAY & SHOUP INC	2401 W MONROE ST SPRINGFIELD, IL 62704	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 16, 2015	1/16/2015	\$0
290	LIGHTHOUSE PROPERTY INSURANCE CORPORATION	625 WALTHAM AVE ORLANDO, FL 32809	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 1, 2014	6/1/2014	\$0
291	LITITZ MUTUAL INSURANCE COMPANY	P.O. BOX 900 TWO NORTH BROAD STREET LITITZ, PA 17543	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED MAY 1, 1995	5/1/1995	\$0
292	LOCAL INITIATIVE HEALTH AUTHORITY FOR LOS ANGELES	1055 W. 7TH STREET 8TH FLOOR LOS ANGELES, CA 90017	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED NOVEMBER 1, 2010	11/1/2010	\$0
293	LOGIX FEDERAL CREDIT UNION	27918 FRANKLIN PARKWAY VALENCIA, CA 91355	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED DECEMBER 31, 2008	12/31/2008	\$0
294	LONDON DRUGS LIMITED	12831 HORSESHOE PLACE RICHMOND, BC V7A 4X5 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED OCTOBER 15, 2006	10/15/2006	\$0
295	LONGVIEW SOLUTIONS CANADA ULC	65 ALLSTATE PARKWAY, SUITE 200 MARKHAM, ON L3R 9X1 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 1, 2018	5/1/2018	\$0
296	LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUT	ONE GATEWAY PLAZA LOS ANGELES, CA 90012	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 30, 2008	1/30/2008	\$0
297	LOTSOLUTIONS INC.	10751 DEERWOOD PARK BLVD SUITE 200 JACKSONVILLE, FL 32256	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED NOVEMBER 1, 2018	11/1/2018	\$0
298	LOWENSTEIN SANDLER LLP	ONE LOWENSTEIN DRIVE ROSELAND, NJ 07068	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 1, 2020	4/1/2020	\$0
299	LOYOLA UNIVERSITY NEW ORLEANS	6363 ST CHARLES AVE, BOX 11 NEW ORLEANS, LA 70118-6143	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED AUGUST 1, 2008	8/1/2008	\$0
300	LYONDELL CHEMICAL COMPANY	1221 MCKINNEY ST SUITE 300 HOUSTON, TX 77010	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 1, 2018	9/1/2018	\$0
301	MACKIE RESEARCH CAPITAL CORPORATION	199 BAY STREET STE 4500 TORONTO, ON M5L 1G2 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 16, 2006	1/16/2006	\$0
302	MAGELLAN HEALTH, INC.	13500 RIVERPORT DRIVE MARYLAND HEIGHTS, MO 63043	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JULY 1, 2021	7/1/2021	\$0
303	MAGELLAN MIDSTREAM PARTNERS, LP	ONE WILLIAMS CTR TULSA, OK 74172	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED NOVEMBER 1, 2004	11/1/2004	\$0
304	MALIBU BOATS	1715 NORTH 8TH STREET NEODESHA, KS 66757	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 1, 2017	12/1/2017	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
305	MAPLE SECURITIES CANADA LIMITED	79 WELLINGTON ST. W SUITE 3500 TORONTO, ON M5J 1H1 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 1, 2016	9/1/2016	\$0
306	MARVIN F. POER & COMPANY	12720 HILLCREST ROAD SUITE 900 DALLAS, TX 75230	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED OCTOBER 1, 2021	10/1/2021	\$0
307	MASSACHUSETTS NURSES ASSOC.	340 TURNPIKE STREET CANTON, MA 02021-2700	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 15, 2020	5/15/2020	\$0
308	MBSI CORP.	10851 NORTH BLACK CANYON HIGHWAY SUITE 500 PHOENIX, AZ 85029	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 1, 2014	5/1/2014	\$0
309	MCKINSEY & COMPANY, INC. UNITED STATES	404 WYMAN STREET #100 WALTHAM, MA 02453	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 1, 2021	12/1/2021	\$0
310	MEDICAL MUTUAL OF OHIO	100 AMERICAN ROAD BROOKLYN, OH 44144	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED MAY 1, 1997	5/1/1997	\$0
311	MEDIPAC INTERNATIONAL	180 LESMILL ROAD, HIGHWAY 401 NORTH YORK, ON M3B 2T5 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 1, 2015	4/1/2015	\$0
312	MEGGITT AIRCRAFT BRAKING SYSTEMS CORPORATION	1204 MASSILLON ROAD AKRON, OH 44306	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED SEPTEMBER 1, 1999	9/1/1999	\$0
313	MELITTA USA, INC.	13925 58TH STREET NORTH CLEARWATER, FL 33760	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JUNE 15, 2009	6/15/2009	\$0
314	MERRILL LYNCH CANADA INC	181 BAY ST - SUITE 400 TORONTO, ON M5J 2V1 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	RECOVERY SERVICES AGREEMENT DATED JANUARY 1, 2003	1/1/2003	\$0
315	METLIFE SERVICES AND SOLUTIONS, LLC	10 PARK AVENUE MORRISTOWN, NJ 07960	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JUNE 9, 2006	6/9/2006	\$0
316	METRO ONTARIO INC.	METRO ONTARIO INC. 5559 DUNDAS STREET WEST ATTENTION: LEGAL SERVICES ETOBICOKE, ON M9B 1B9 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED OCTOBER 1, 2015	10/1/2015	\$0
317	MIB, INC.	128 FIRST AVE. NEEDHAM, MA 02494	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED APRIL 1, 2009	4/1/2009	\$0
318	MICRON TECHNOLOGY, INC.	8000 S. FEDERAL WAY BOISE, ID 83707-0006	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED FEBRUARY 25, 2014	2/25/2014	\$0
319	MILLENNIUM CAPITAL AND RECOVERY CORP	388 SOUTH MAIN STREET SUITE 320 AKRON, OH 44311	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MARCH 19, 2013	3/19/2013	\$0
320	MINERALS TECHNOLOGIES INC.	640 N. 13TH ST EASTON, PA 18042	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MAY 1, 2009	5/1/2009	\$0
321	MIZUHO BANK LTD., CANADA BRANCH	PO BOX 29, SUITE 1102 100 YONGE STREET TORONTO, ON M5C 2W1 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JUNE 30, 2008	6/30/2008	\$0
322	MKS INSTRUMENTS INC.	2 TECH DRIVE, SUITE 201 ANDOVER, MA 01810	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED OCTOBER 1, 2018	10/1/2018	\$0
323	MODERN BANK	250 W. 55TH STREET NEW YORK, NY 10019	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 1, 2015	6/1/2015	\$0
324	MONROE COUNTY	1 QUAKER PLAZA STROUDSBURG, PA 18360	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED OCTOBER 1, 1999	10/1/1999	\$0
325	MONROE TRUCK EQUIPMENT, INC.	1051 W 7TH ST. MONROE, WI 53566	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 15, 2019	9/15/2019	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
326	MONTECITO BANK & TRUST	1010 STATE STREET SANTA BARBARA, CA 93101	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED OCTOBER 18, 2018	10/18/2018	\$0
327	MORNEAU SHEPELL SBC LIMITED	895 DON MILLS RD SUITE 700 NORTH YORK, ON M3C 1W3 CANADA	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 1, 2013	5/1/2013	\$0
328	MOSS ADAMS LLP	1001 FOURTH AVENUE 31ST FLOOR SEATTLE, WA 98154	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 1, 2021	4/1/2021	\$0
329	MOTORISTS MUTUAL INSURANCE COMPANY (INC)	471 E BROAD ST. COLUMBUS, OH 43215	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 31, 2009	12/31/2009	\$0
330	MULLEN GROUP LTD	121A-31 SOUTHRIDGE DRIVE OKOTOKS, AB T1S 2N3 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED NOVEMBER 20, 2015	11/20/2015	\$0
331	MUNICH RE AMERICA SERVICES, INC.	IT PROCUREMENT 555 COLLEGE ROAD EAST PRINCETON, NJ 08540	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2020	1/1/2020	\$0
332	MUTUAL BENEFIT INSURANCE COMPANY	409 PENN STREET HUNTINGDON, PA 16652	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 1, 2012	5/1/2012	\$0
333	MUTUAL OF AMERICA	1150 BROKEN SOUND PKWY BOCA RATON, FL 33487	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED OCTOBER 1, 2008	10/1/2008	\$0
334	MUTUAL OF ENUMCLAW INS CO	1460 WELLS ST ENUMCLAW, WA 98022	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED SEPTEMBER 1, 2006	9/1/2006	\$0
335	NATIONAL AUSTRALIA BANK LTD	245 PARK AVENUE NEW YORK, NY 10167	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JULY 1, 2010	7/1/2010	\$0
336	NATIONAL BANK OF CANADA	65 EAST 55TH STREET NEW YORK, NY 10022	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 1, 2012	12/1/2012	\$0
337	NATIONAL BOOK COMPANY	800 KEYSTONE INDUSTRIAL PARK SCRANTON, PA 18512	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED APRIL 1, 2007	4/1/2007	\$0
338	NATIONAL FUEL GAS DISTRIBUTION CORPORATION	6363 MAIN STREET WILLIAMSVILLE, NY 14221	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED NOVEMBER 1, 2007	11/1/2007	\$0
339	NAVIENT SOLUTIONS, INC.	123 JUSTISON STREET WILMINGTON, DE 19801	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED OCTOBER 1, 2019	10/1/2019	\$0
340	NCH MARKETING SERVICES	155 N. PFINGSTEN RD, SUITE 200 DEERFIELD, IL 60015	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 1, 2013	6/1/2013	\$0
341	NET2VAULT, LLC (KING COUNTY HOUSING AUTHORITY PROJ	660 YORK STREET SAN FRANCISCO, CA 94110	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED FEBRUARY 1, 2010	2/1/2010	\$0
342	NETARYX LLC	PO BOX 583 YARDLEY, PA 19067	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 6, 2013	9/6/2013	\$0
343	NETWORK SECURITY GROUP, INC	1992 MORRIS AVENUE #183 UNION, NJ 07083	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 1, 2021	9/1/2021	\$0
344	NEW ENGLAND HEALTH CARE EMPLOYEES PENSION & WELFAR	77 HUYSHOPE AVENUE SUITE 200 HARTFORD, CT 06106	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 31, 2012	12/31/2012	\$0
345	NEW JERSEY HIGHER EDUCATION STUDENT ASSISTANCE	6 QUAKERBRIDGE PLAZA, PO 545 TRENTON, NJ 08625	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JULY 1, 2015	7/1/2015	\$0
346	NEW JERSEY MANUFACTURERS INSURANCE COMPANY	301 SULLIVAN WAY WEST TRENTON, NJ 08628	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED SEPTEMBER 1, 2006	9/1/2006	\$0
347	NEW YORK CITY HOUSING AUTHORITY	90 CHURCH STREET, 8TH FLOOR NEW YORK, NY 10007	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2016	1/1/2016	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
348	NEW YORK LIFE INSURANCE COMPANY	5505 WEST CYPRESS STREET TAMPA, FL 33607	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 1, 2017	9/1/2017	\$0
349	NEW YORK PUBLIC RADIO	160 VARICK STREET 7TH FLOOR NEW YORK, NY 10013	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 1, 2013	5/1/2013	\$0
350	NEWFOUNDLAND & LABRADOR LIQUOR CORPORATION	P.O. BOX 8750, STATION A 90 KEMOUNT ROAD ST. JOHN'S, NL A1B 3V1 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MAY 1, 2006	5/1/2006	\$0
351	NEXTIVITY INC.	16550 W BERNARDO DRIVE, BLDG 5, SUITE 550 SAN DIEGO, CA 92127-1889	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED NOVEMBER 1, 2015	11/1/2015	\$0
352	Nitto Automotive, Inc.	1990 RUTGERS UNIV BLVD. LAKEWOOD, NJ 08701	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED AUGUST 1, 2021	8/1/2021	\$0
353	NJR SERVICE CORPORATION	1415 WYCKOFF ROAD BELMAR, NJ 07719	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 1, 2013	5/1/2013	\$0
354	NLC INSURANCE COMPANIES	101 HIGH STREET NORWICH, CT 06360	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2013	1/1/2013	\$0
355	NORTHROP GRUMMAN SYSTEMS CORPORATION	401 E. HENDY AVE. SUNNYVALE, CA 94086	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 15, 2014	6/15/2014	\$0
356	NORTHWELL HEALTH, INC.	3 HUNTINGTON QUADRANGLE MELVILLE, NY 11747	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MARCH 15, 2013	3/15/2013	\$0
357	NOSSAMAN LLP	777 SOUTH FIGUEROA STREET 34TH FLOOR LOS ANGELES, CA 90017	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2021	1/1/2021	\$0
358	NOVA SCOTIA POWER INC.	1223 LOWER WATER STREET HALIFAX, NS B3J 3S8 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JUNE 1, 2005	6/1/2005	\$0
359	NOVAVAX, INC.	21 FIRSTFIELD ROAD GAITHERSBURG, MD 20878	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 26, 2018	9/26/2018	\$0
360	NSK CORPORATION	5732 PACIFIC CENTER BLVD CUBE 1047 SAN DIEGO, CA 92121	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 9, 2021	4/9/2021	\$0
361	NTT DATA, INC.	C/O OWENS & MINOR 9120 LOCKWOOD BLVD MECHANICSVILLE, VA 23116	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED SEPTEMBER 1, 2005	9/1/2005	\$0
362	NYFIX INC.	11 TIMES SQUARE FL 31 NEW YORK, NY 10036	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED OCTOBER 15, 1997	10/15/1997	\$0
363	OAK RIVER INSURANCE COMPANY	1 CALIFORNIA ST SUITE 600 SAN FRANCISCO, CA 94111	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED AUGUST 1, 2014	8/1/2014	\$0
364	OBERWEIS ASSET MANAGEMENT INC	3333 WARRENVILLE ROAD SUITE 500 LISLE, IL 60532	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED NOVEMBER 1, 2015	11/1/2015	\$0
365	OHIO POLICE & FIRE PENSION FUND	140 EAST TOWN STREET COLUMBUS, OH 43215	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JULY 1, 2007	7/1/2007	\$0
366	OKLAHOMA STUDENT LOAN AUTHORITY	525 CENTRAL PARK DRIVE SUITE 600 OKLAHOMA CITY, OK 73105	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2014	1/1/2014	\$0
367	OLDCASTLE APG	400 PERIMETER CENTER TERRACE SUITE 1000 ATLANTA, GA 30346	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 1, 2020	12/1/2020	\$0
368	OMERS ADMINISTRATION CORPORATION	100 ADELAIDE ST W SUITE 900 TORONTO, ON M5H 1S3 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2013	1/1/2013	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
369	ONEOK, INC.	100 WEST 5TH TULSA, OK 74103	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 15, 2008	1/15/2008	\$0
370	OPGI MANAGEMENT LIMITED PARTNERSHIP BY ITS GENERAL	100 ADELAIDE ST. WEST SUITE 900 TORONTO, ON, M5H 0E2, CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER SERVICES AGREEMENT DATED SEPTEMBER 1, 2009	9/1/2009	\$0
371	OPTIMA SEGUROS	1101 MUNOZ RIVERA AVE SAN JUAN, PR 00925	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JULY 1, 2020	7/1/2020	\$0
372	ORGILL, INC.	3742 TYNDALE DRIVE MEMPHIS, TN 38125-8500	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 1, 2012	1/1/2012	\$0
373	OSTERWEIS CAPITAL MANAGEMENT	ONE MARITIME PLAZA SUITE 800 SAN FRANCISCO, CA 94111	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JUNE 24, 2008	6/24/2008	\$0
374	OTC MARKETS GROUP INC.	300 VESEY STREET (ONE NORTH END AVE) 12TH FLOOR NEW YORK, NY 10282	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JULY 1, 2010	7/1/2010	\$0
375	OUTFRONT MEDIA LLC	405 LEXINGTON AVE FL 14 NEW YORK, NY 10174	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MARCH 15, 2017	3/15/2017	\$0
376	PACIFIC COAST COMPANIES, INC	10600 WHITE ROCK ROAD BUILDING B, SUITE 100 RANCHO CORDOVA, CA 95670	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 13, 2022	4/13/2022	\$0
377	PANAVISION INTERNATIONAL, L.P.	6101 VARIEL AVENUE WOODLAND HILLS, CA 91367	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED NOVEMBER 18, 2008	11/18/2008	\$0
378	PARKWOOD LLC	1000 LAKESIDE AVENUE CLEVELAND, OH 44114	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MARCH I, 2009	3/1/2009	\$0
379	PATHFINDERS IT	308 W. LANCASTER AVE. WAYNE, PA 19087	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED NOVEMBER 1, 2016	11/1/2016	\$0
380	PAUL HASTINGS LLP	515 SOUTH FLOWER STREET, TWENTY-FIFTH FLOOR LOS ANGELES, CA 90071	SUNGARD AVAILABILITY SERVICES, LP	SERVICES AGREEMENT DATED NOVEMBER 7, 2019	11/7/2019	\$0
381	PCVMURCOR REAL ESTATE SERVICES	740 CORPORATE CENTER DRIVE SUITE 200 POMONA, CA 91768	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED AUGUST 1, 2009	8/1/2009	\$0
382	PENSKE TRUCK LEASING CO. L.P.	ROUTE 10 NORTH BUILDING GREEN HILLS READING, PA 19603	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MARCH 24, 2015	3/24/2015	\$0
383	PERRY HOMES, LLC	9000 GULF FREEWAY, 3RD FLOOR HOUSTON, TX 77017	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED SEPTEMBER 11, 1995	9/11/1995	\$0
384	PGT INNOVATIONS, INC.	1070 TECHNOLOGY DR NOKOMIS, FL 34275	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JULY 1, 2019	7/1/2019	\$0
385	PHILA COLLEGE OF OSTEOPATHIC MEDICINE	4190 CITY AVE PHILADELPHIA, PA 19131	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MARCH 1, 2009	3/1/2009	\$0
386	PHILADELPHIA GAS WORKS, BY PHILADELPHIA FACILITIES	800 WEST MONTGOMERY AVE. PHILADELPHIA, PA 19122	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 1, 2009	1/1/2009	\$0
387	PHOENIX AMERICAN INCORPORATED	2401 KERNER BLVD SAN RAFAEL, CA 94901-5529	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MARCH 1, 2010	3/1/2010	\$0
388	PLANNED PARENTHOOD MAR MONTE	1691 THE ALAMEDA SAN JOSE, CA 95119	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED APRIL 1, 2012	4/1/2012	\$0
389	PLANNED PARENTHOOD MAR MONTE	1691 THE ALAMEDA SAN JOSE, CA 95119	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 15, 2021	4/15/2021	\$0
390	POLISHED METALS	487 HILLSIDE AVENUE HILLSIDE, NJ 07205	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED NOVEMBER 1, 2021	11/1/2021	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
391	POLYMEDCO	510 FURNACE DOCK ROAD CORTLANDT MANOR, NY 10567-6200	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MARCH 1, 2008	3/1/2008	\$0
392	POPA FEDERAL CREDIT UNION	13304 EAST ALONDRA BLVD. CERRITOS, CA 90703	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED OCTOBER 1, 2009	10/1/2009	\$0
393	PRECISELY	2 BLUE HILL PLAZA, #1563 PEARL RIVER, NY 10965	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JULY 1, 2021	7/1/2021	\$0
394	PREFERRED MANAGING AGENCY, INC.	2255 KILLEARN CENTER BLVD., SUITE 101 TALLAHASSEE, FL 32309	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 30, 2013	12/30/2013	\$0
395	PREMIER AMERICA CREDIT UNION	19867 PRAIRIE ST CHATSWORTH, CA 91311	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 15, 2018	9/15/2018	\$0
396	PRESS GANEY ASSOCIATES LLC	1173 IGNITION DRIVE SOUTH BEND, IN 46601	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MARCH 1, 2016	3/1/2016	\$0
397	PRESTIGE EMPLOYEE ADMINISTRATORS	538 BROADHOLLOW ROAD SUITE 311 MELVILLE, NY 11747	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 15, 2021	5/15/2021	\$0
398	PRIME PAY, LLC	1487 DUNWOODY DRIVE WEST CHESTER, PA 19380	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JULY 5, 2007	7/5/2007	\$0
399	PROSKAUER ROSE LLP	11 TIMES SQUARE NEW YORK, NY 10036	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED SEPTEMBER 15, 2010	9/15/2010	\$0
400	PROTECTIVE LIFE INSURANCE COMPANY	2801 HIGHWAY 280 SOUTH BIRMINGHAM, AL 35223	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 15, 2009	6/15/2009	\$0
401	PROVIDENT LOAN SOCIETY OF NY	346 PARK AVE SOUTH NEW YORK, NY 10010	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED JULY 1, 1994	7/1/1994	\$0
402	PTC INC.	121 SEAPORT BLVD BOSTON, MA 02210	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED AUGUST 1, 2005	8/1/2005	\$0
403	PUERTO RICO TELEPHONE COMPANY	1513 ROOSEVELT AVE., 7TH FLOOR SAN JUAN, PR 00936-0998	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED NOVEMBER 1, 2010	11/1/2010	\$0
404	QSA GLOBAL, INC.	40 NORTH AVE BURLINGTON, MA 01803	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2014	1/1/2014	\$0
405	QUICK INTERNATIONAL	C/O Q INTERNATIONAL COURIER, LLC 175-28 148TH AVE JAMAICA, NY 11434	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED OCTOBER 1, 2016	10/1/2016	\$0
406	QUINCY MUTUAL GROUP	57 WASHINGTON STREET QUINCY, MA 02269-0149	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED DECEMBER 15, 1995	12/15/1995	\$0
407	QUINCY MUTUAL GROUP	57 WASHINGTON STREET QUINCY, MA 02269-0149	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2017	1/1/2017	\$0
408	QVC INC.	1200 WILSON DRIVE MAIL CODE 214 WEST CHESTER, PA 19380	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED JANUARY 1, 2005	1/1/2005	\$0
409	RADIANT GLOBAL LOGISTICS (CANADA) INC.	1280 COURTNEY PARK DRIVE EAST MISSISSAUGA, ON L5T 1N6 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED AUGUST 1, 2018	8/1/2018	\$0
410	RAIN BIRD CORPORATION	970 WEST SIERRA MADRE AVENUE AZUSA, CA 91702	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED FEBRUARY 1, 2010	2/1/2010	\$0
411	RCS CANADA LTD	445 HAMILTON AVENUE WHITE PLAINS, NY 10601	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JUNE 15, 2005	6/15/2005	\$0
412	RE/MAX LLC	5075 SOUTH SYRACUSE STREET DENVER, CO 80237	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED NOVEMBER 1, 2012	11/1/2012	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
413	READING FOR EDUCATION	180 FREEDOM AVE MURFREESBORO, TN 37129	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 1, 2021	6/1/2021	\$0
414	REFINITIV US LLC	499 WASHINGTON BLVD 11TH FLOOR JERSEY CITY, NJ 07310	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 15, 2016	6/15/2016	\$0
415	REGAL BELOIT CORPORATION	200 STATE STREET BELOIT, WI 53511	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JULY 1, 2008	7/1/2008	\$0
416	REGIONAL INCOME TAX AGENCY	10107 BRECKSVILLE ROAD BRECKSVILLE, OH 44141	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 31, 2014	1/31/2014	\$0
417	REGIONAL INCOME TAX AGENCY	10107 BRECKSVILLE ROAD BRECKSVILLE, OH 44141	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MARCH 31, 2014	3/31/2014	\$0
418	REHABILITATION HOSPITAL OF THE PACIFIC	226 NORTH KUAKINI STREET HONOLULU, HI 96817	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 1, 2019	4/1/2019	\$0
419	REIMBURSEMENT TECHNOLOGIES INC	1000 RIVER ROAD CONSHOHOCKEN, PA 19428	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2016	1/1/2016	\$0
420	RELIANCE STANDARD LIFE	1700 MARKET STREET SUITE 1200 PHILADELPHIA, PA 19103	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 1, 2012	4/1/2012	\$0
421	REV GROUP	245 S. EXECUTIVE DRIVE SUITE 100 BROOKFIELD, WI 53005	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JULY 1, 2020	7/1/2020	\$0
422	RITE AID HDQTRS. CORP.	200 NEWBERRY COMMONS ETTERS, PA 17319	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JULY 1, 2014	7/1/2014	\$0
423	RM TITLE LLC	50 MINTHORN BLVD. SUITE 401 THORNHILL, ON L3T 7X8 CANADA	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED FEBRUARY 1, 2018	2/1/2018	\$0
424	ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, IN	2775 CROSSROADS BOULEVARD GRAND JUNCTION, CO 81506	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED OCTOBER 1, 2016	10/1/2016	\$0
425	ROGERS COMMUNICATIONS CANADA INC.	8200 DIXIE ROAD BRAMPTON, ON L6T 0C1 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER SERVICES AGREEMENT DATED JANUARY 1, 2009	1/1/2009	\$0
426	ROSS STORES, INC.	5130 HACIENDA DR DUBLIN, CA 94568	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MAY 1, 2009	5/1/2009	\$0
427	ROWAN UNIVERSITY SCHOOL OF OSTEOPATHIC MEDICINE	42 E LAUREL RD STRATFORD, NJ 08084	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JULY 1, 2013	7/1/2013	\$0
428	ROYAL BANK OF CANADA	BUSINESS CONTINUITY MANAGEMENT (TRANSIT 604) 320 FRONT ST W - 8TH FLOOR TORONTO, ON M5V 3C8 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	RECOVERY SERVICES AGREEMENT DATED SEPTEMBER 4, 1998	9/4/1998	\$0
429	RUAN TRANSPORTATION MANAGEMENT SYSTEMS, INC.	666 GRAND AVENUE DES MOINES, IA 50309	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 15, 2020	5/15/2020	\$0
430	RUTGERS,THE STATE UNIVERSITY OF NEW JERSEY	65 DAVIDSON ROAD ADMINISTRATIVE SERVICES BUILDING PISCATAWAY, NJ 08854	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 30, 2012	1/30/2012	\$0
431	S&C ELECTRIC COMPANY	6601 NORTH RIDGE BOULEVARD CHICAGO, IL 60626	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2013	1/1/2013	\$0
432	SAFETY NATIONAL CASUALTY CORP.	1832 SCHUETZ ROAD SAINT LOUIS, MO 63146	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED FEBRUARY 15, 2007	2/15/2007	\$0
433	SAGICOR FINANCIAL CORPORATION	CECIL F. DECAIRES BUILDING WILDEY ST.MICHAEL, BARBADOS BB15069 BARBADOS	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED DECEMBER 1, 2006	12/1/2006	\$0
434	SALEM FIVE CENTS SAVINGS BANK	210 ESSEX STREET SALEM, MA 01970	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED FEBRUARY 15, 2002	2/15/2002	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
435	SANTANDER CONSUMER USA INC.	1601 ELM STREET DALLAS, TX 75201	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED OCTOBER 23, 2007	10/23/2007	\$0
436	SCHINDLER ELEVATOR CORPORATION	1530 TIMBER WOLF DR HOLLAND, OH 43528	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED JUNE 30, 2004	6/30/2004	\$0
437	SCHNEIDER ELECTRIC SYSTEMS USA, INC	1602 MUSTANG DRIVE MARYVILLE, TN 37801	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 15, 2015	9/15/2015	\$0
438	SCHOOL BOARD OF BROWARD COUNTY	7720 WEST OAKLAND PARK BLVD SUNRISE, FL 33351	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED JANUARY 2, 2003	1/2/2003	\$0
439	SCIENCE APPLICATIONS INTERNATIONAL CORPORATION	1400 SOUTH GRAND AVENUE SANTA ANA, CA 92705	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JULY 17, 2013	7/17/2013	\$0
440	SCS CAPITAL MANAGEMENT LLC	888 BOYLSTON STREET SUITE 1010 BOSTON, MA 02199	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 1, 2013	5/1/2013	\$0
441	SELECTIVE INSURANCE COMPANY OF AMERICA	40 WANTAGE AVE BRANCHVILLE, NJ 7890-0000	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED DECEMBER 1, 2008	12/1/2008	\$0
442	SENTARA HEALTHCARE	800 INDEPENDENCE BLVD. STE 101 VIRGINIA BEACH, VA 23455	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED OCTOBER 1, 2007	10/1/2007	\$0
443	SERVICE TIRE TRUCK CENTERS	2255 AVENUE A BETHLEHEM, PA 18017	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 15, 2020	4/15/2020	\$0
444	SHAKLEE CORPORATION	4747 WILLOW RD PLEASANTON, CA 94588	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED DECEMBER 21, 2009	12/21/2009	\$0
445	SHEARMAN & STERLING, LLP	599 LEXINGTON AVE NEW YORK, NY 10022	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED FEBRUARY 1, 2018	2/1/2018	\$0
446	SHENANDOAH LIFE INSURANCE COMPANY	PO BOX 12847 ROANOKE, VA 24029	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2015	1/1/2015	\$0
447	SHOE CARNIVAL, INC.	7500 EAST COLUMBIA STREET EVANSVILLE, IN 47715	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED FEBRUARY 1, 2009	2/1/2009	\$0
448	SID HARVEY INDUSTRIES	605 LOCUST STREET GARDEN CITY, NY 11530	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MARCH 1, 2009	3/1/2009	\$0
449	SMART COMMUNICATIONS	10491 72ND STREET SEMINOLE, FL 33777	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 15, 2022	1/15/2022	\$0
450	SOCIETY OF COMPOSERS, AUTHORS AND MUSIC PUBLISHERS	41 VALLEYBROOK DRIVE NORTH YORK, ON M3B 2S6 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 30, 2013	9/30/2013	\$0
451	SOUTHEASTERN PA TRANSPORTATION AUTHORITY	1234 MARKET STREET PHILADELPHIA, PA 19107	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED DECEMBER 1, 2004	12/1/2004	\$0
452	SOUTHERN CALIFORNIA IBEW-NECA ADMINISTRATION CORPO	100 CORSON STREET SUITE 200 PASADENA, CA 91103	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MARCH I, 2007	3/1/2007	\$0
453	SOUTHERN CALIFORNIA UNITED FOOD & COMMERCIAL WORKE	6425 KATELLA AVENUE CYPRESS, CA 90630-5238	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 1, 2012	1/1/2012	\$0
454	SOUTHWORTH-MILTON, INC.	101 QUARRY DRIVE MILFORD, MA 01757	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JULY 1, 2021	7/1/2021	\$0
455	SPARTAN MOTORS USA	41280 BRIDGE STREET NOVI, MI 48375	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MARCH 1, 2016	3/1/2016	\$0
456	SPERRY MARINE	1070 SEMINOLE TRAIL CHARLOTTESVILLE, VA 22901	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED JANUARY 1, 1999	1/1/1999	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
457	SPS COMMERCE	333 S 7TH ST. SUITE 1000 MINNEAPOLIS, MN 55402	SUNGARD AVAILABILITY SERVICES, LP	VERICENTER AGREEMENT DATED JANUARY 1, 2002	1/1/2002	\$0
458	SPS COMMERCE	333 SOUTH SEVENTH STREET SUITE 1000 MINNEAPOLIS, MN 55402	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 15, 2018	4/15/2018	\$0
459	ST. LOUIS BANK	14323 S. OUTER 40TH ROAD CHESTERFIELD, MO 63017	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED NOVEMBER 30, 2005	11/30/2005	\$0
460	ST. MARY'S HEALTHCARE	427 GUY PARK AVE. AMSTERDAM, NY 12010	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 1, 2021	6/1/2021	\$0
461	STATE OF ALASKA DEPARTMENT OF ADMINISTRATION	619 SHIP CREAK AVE SUITE 232 ANCHORAGE, AK 99501	SUNGARD AVAILABILITY SERVICES, LP	CONTRACT NUMBER CT 02-18000281 FOR DISASTER RECOVERY SERVICES DATED MARCH 1, 2004	3/1/2004	\$0
462	STATE OF ILLINOIS COMPTROLLER	325 WEST ADAMS SPRINGFIELD, IL 62704	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JUNE 1, 2014	6/1/2014	\$0
463	STATE OF RHODE ISLAND	50 SERVICE AVENUE WARWICK, RI 02886	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 1, 2015	4/1/2015	\$0
464	STATE OF WA - ADMINISTRATIVE OFFICE OF THE COURTS	1206 QUINCE STREET SE PO BOX 41170 OLYMPIA, WA 98504	SUNGARD AVAILABILITY SERVICES, LP	PURCHASED SERVICES CONTRACT (PCH17408) DATED APRIL 4, 2005	4/4/2005	\$0
465	STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVI	7580 NEW MARKET ST SW TUMWATER, WA 98501	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 31, 2016	12/31/2016	\$0
466	STATER BROS. MARKETS	301 SOUTH TIPPECANOE AVE SAN BERNARDINO, CA 92408	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 1, 2016	5/1/2016	\$0
467	STORE CAPITAL	8377 E HARTFORD DR. STE 100 SCOTTSDALE, AZ 85255	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 15, 2016	6/15/2016	\$0
468	STV INCORPORATED	205 WEST WELSH DRIVE DOUGLASSVILLE, PA 19518	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 1, 2016	5/1/2016	\$0
469	SUMITOMO MITSUI TRUST BANK (U.S.A.) LIMITED	111 RIVER STREET WATERFRONT CORPORATE CENTRE PH FLOOR HOBOKEN, NJ 07030	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED FEBRUARY 1, 2022	2/1/2022	\$0
470	SUNGARD AVAILABILITY SERVICES (UK) LIMITED	FORUM 1, STATION ROAD BERKSHIRE, RG7 4RA	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED APRIL 3, 2006	4/3/2006	\$0
471	SUNGARD FS GROUP	200 CAMPUS DRIVE 2ND FLOOR COLLEGEVILLE, PA 19426	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 1, 2014	4/1/2014	\$0
472	SUNSOURCE TECHNOLOGY SERVICES, INC.	2301 WINDSOR COURT ADDISON, IL 60101	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2017	1/1/2017	\$0
473	SUPER STORE INDUSTRIES	16888 MCKINLEY AVE. P.O. BOX 549 LATHROP, CA 95330	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED AUGUST 30, 1994	8/30/1994	\$0
474	SUPERVALU, INC.	11840 VALLEY VIEW ROAD PO BOX 990 EDEN PRAIRIE, MN 55344	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 1, 2017	4/1/2017	\$0
475	SYNTRICITY	10525 VISTA SORRENTO PARKWAY SUITE 220 SAN DIEGO, CA 92123	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MAY 6, 2011	5/6/2011	\$0
476	TAMMAC HOLDINGS CORPORATION	100 COMMERCE BLVD. SUITE 200 WILKES BARRE, PA 18702	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED AUGUST 1, 2016	8/1/2016	\$0
477	TELUS COMMUNICATIONS INC	300 CONSILIUM PACE FLOOR 02 SCARBOROUGH, ON M1H 3G2 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER DISASTER RECOVERY AGREEMENT DATED JUNE 1, 1994	6/1/1994	\$0
478	TELUS COMMUNICATIONS INC.	SUITE 2400 4720 KINGSWAY BURNABY, BC V5H 4N2 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	CARRIER MASTER COLOCATION AGREEMENT DATED AUGUST 1, 2014	8/1/2014	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
479	TELUS HEALTH AND PAYMENTS SOLUTIONS LIMITED PARTNE	25 YORK STREET 21ST FLOOR TORONTO, ON M5J 2V5 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 1, 2014	4/1/2014	\$0
480	TELUS HEALTH SOLUTIONS INC.	PO BOX 1830, STATION MAIN EDMONTON, AB T5J 2P2 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 27, 1998	5/27/1998	\$0
481	TENNESSEE FARMERS MUTUAL INSURANCE COMPANY	147 BEAR CREEK PIKE COLUMBIA, TN 38401-0307	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JUNE 25, 2010	6/25/2010	\$0
482	TERRAFORM POWER, LLC	200 LIBERTY STREET, 14TH FLOOR NEW YORK, NY 10281	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JULY 1, 2019	7/1/2019	\$0
483	TEXAS GUARANTEED STUDENT LOAN CORPORATION	301 SUNDANCE PARKWAY ROUND ROCK, TX 78681	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED OCTOBER 1, 2007	10/1/2007	\$0
484	TEXTAINER EQUIPMENT MANAGEMENT (U.S.) LIMITED	650 CALIFORNIA STREET, 16TH FLOOR SAN FRANCISCO, CA 94108	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED AUGUST 1, 2013	8/1/2013	\$0
485	THE ANDOVER COMPANIES	95 OLD RIVER RD ANDOVER, MA 01810-1078	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 1, 2022	4/1/2022	\$0
486	THE AUTO CLUB GROUP	1 AUTO CLUB DRIVE DEARBORN, MI 48126	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2013	1/1/2013	\$0
487	THE BANK OF NOVA SCOTIA	1 ADELAIDE STREET EAST 3RD & 4TH FLOOR TORONTO, ON M5C 2V9 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED SEPTEMBER 1, 2009	9/1/2009	\$0
488	THE CHESAPEAKE LIFE INSURANCE COMPANY (CHESAPEAKE)	9151 BOULEVARD 26 NORTH RICHLAND HILLS, TX 76180	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED NOVEMBER 1, 2017	11/1/2017	\$0
489	THE CHESTERFIELD AGENCY	3520 FOREST LAKE DR, UNIONTOWN, OH 44685	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 1, 2012	9/1/2012	\$0
490	THE CLEVELAND CLINIC FOUNDATION	25900 SCIENCE PARK BEACHWOOD, OH 44122	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED DECEMBER 1, 2007	12/1/2007	\$0
491	THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA	7 HANOVER SQUARE 3B NEW YORK, NY 10004	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED OCTOBER 1, 2004	10/1/2004	\$0
492	THE HANOVER INSURANCE COMPANY	440 LINCOLN ST WORCESTER, MA 01653-0002	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JUNE 1, 2005	6/1/2005	\$0
493	THE HARTZ MOUNTAIN CORPORATION	400 PLAZA DR SECAUCUS, NJ 07094	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED JULY 15, 2002	7/15/2002	\$0
494	THE HIBBERT GROUP	400 PENNINGTON AVENUE TRENTON, NJ 08650	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED OCTOBER 1, 1997	10/1/1997	\$0
495	THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINE	445 HOES LANE PISCATAWAY, NJ 08854	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 15, 2017	12/15/2017	\$0
496	THE LOOMIS COMPANY	850 N. PARK ROAD P.O. BOX 7011 WYOMISSING, PA 19610-6011	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 1, 2020	4/1/2020	\$0
497	THE MARCUS CORPORATION	100 EAST WISCONSIN AVENUE, SUITE 1700 MILWAUKEE, WI 53202	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED APRIL 27, 2004	4/27/2004	\$0
498	THE NORTHERN TRUST COMPANY, CANADA	145 KING STREET WEST SUITE 1910 TORONTO, ON M5H 1J8 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	RECOVERY SERVICES AGREEMENT DATED MAY 7, 2002	5/7/2002	\$0
499	THE PROVIDENCE MUTUAL FIRE INSURANCE COMPANY	340 EAST AVENUE WARWICK, RI 02886	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 1, 2007	1/1/2007	\$0
500	THE PRUDENTIAL INSURANCE COMPANY OF AMERICA	3 GATEWAY CENTER NEWARK, NJ 07102	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED SEPTEMBER 15, 1990	9/15/1990	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
501	THE SCHOOL BOARD OF SEMINOLE COUNTY FLORIDA	EDUCATIONAL SUPPORT CENTER 400 E LAKE MARY BLVD SANFORD, FL 32773	SUNGARD AVAILABILITY SERVICES, LP	CONTRACT BETWEEN FLORIDA DEPARTMENT OF MANAGEMENT SERVICES AND SUNGARD AVAILABILITY SERVICES, LP DATED AUGUST 12, 2010	8/12/2010	\$0
502	THE TJX COMPANIES, INC.	770 COCHITUATE ROAD FRAMINGHAM, MA 01701	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED FEBRUARY 1, 2014	2/1/2014	\$0
503	THE TORONTO-DOMINION BANK	77 KING ST. W. 25TH FLOOR TORONTO, ON M5K 1A2 CANADA	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MARCH 13, 2018	3/13/2018	\$0
504	THE TRUSTEES OF THE UNIV OF PENNSYLVANIA	3401 WALNUT STREET 440B PHILADELPHIA, PA 19104	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2020	1/1/2020	\$0
505	THE UNIVERSITY OF TEXAS AT AUSTIN	THE UNIVERSITY OF TEXAS AT AUSTIN OFFICE OF CIO AND ITS COO ATTN: DENNIS KLENK P.O. BOX 7407 AUSTIN, TX 78713-7407	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 29, 2012	12/29/2012	\$0
506	THERMO FISHER SCIENTIFIC INC.	2800 VETERANS HIGHWAY BOHEMIA, NY 11716	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED APRIL 1, 2005	4/1/2005	\$0
507	THINK ON INC.	56 ABERFOYLE CRES , SUITE 420 ETOBICOKE, ON M8X 2W4 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 1, 2013	9/1/2013	\$0
508	THIRD FEDERAL SAVINGS AND LOAN ASSOC OF CLEVELAND	7007 BROADWAY CLEVELAND, OH 44105	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED JUNE 15, 2004	6/15/2004	\$0
509	THORNBURG INVESTMENT MANAGEMENT/THORNBURG SECURITI	2300 NORTH RIDGE TOP ROAD SANTA FE, NM 87506	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED AUGUST 1, 2009	8/1/2009	\$0
510	TMAC RESOURCES INC	181 UNIVERSITY AVENUE SUITE 300 PO BOX 33 TORONTO, ON M5H 3M7 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 1, 2015	9/1/2015	\$0
511	TOCQUEVILLE ASSET MANAGEMENT L.P.	40 WEST 57TH STREET 19TH FLOOR NEW YORK, NY 10019	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 1, 2019	9/1/2019	\$0
512	TOKYO ELECTRON U.S. HOLDINGS, INC.	2400 GROVE BLVD AUSTIN, TX 78741	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED NOVEMBER 1, 2003	11/1/2003	\$0
513	TOLL BROS., INC.	250 GIBRALTAR ROAD HORSHAM, PA 19044	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED FEBRUARY 1, 2022	2/1/2022	\$0
514	TRANSCORE	TRANSCORE 300 EAST PARK DRIVE HARRISBURG, PA 17111	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED FEBRUARY 1, 2019	2/1/2019	\$0
515	TREASURY DEPARTMENT FEDERAL CREDIT UNION	1101 2ND ST NE WASHINGTON, DC 20002-3403	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED OCTOBER 1, 2018	10/1/2018	\$0
516	TREX COMPANY	160 EXETER DR WINCHESTER, VA 22603	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MARCH 30, 2009	3/30/2009	\$0
517	TRINITAS REGIONAL MEDICAL CENTER	225 WILLIAMSON STREET ELIZABETH, NJ 07207	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED DECEMBER 15, 2003	12/15/2003	\$0
518	TRUIST BANK	2501 WOOTEN BLVD SW MAILCODE: 100-99-09-10 WILSON, NC 27893	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MARCH 16, 2020	3/16/2020	\$0
519	TRUMARK FINANCIAL CREDIT UNION	335 COMMERCE DRIVE FORT WASHINGTON, PA 19034	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JULY 1, 2019	7/1/2019	\$0
520	TUFTS ASSOCIATED HEALTH PLANS, INC.	705 MOUNT AUBURN ST. WATERTOWN, MA 02472	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 1, 2018	5/1/2018	\$0
521	UNDER ARMOUR, INC.	1020 HULL STREET BALTIMORE, MD 21230	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MARCH 30, 2022	3/30/2022	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
522	UNICREDIT BANK AG	150 E 42ND ST NEW YORK, NY 10017	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2015	1/1/2015	\$0
523	UNITED BANK OF AFRICA PLC	40 EAST 52ND STREET NEW YORK, NY 10022	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2019	1/1/2019	\$0
524	UNITED CHEMI CON INC	625 COLUMBIA ST BREA, CA 92821-2913	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED DECEMBER 13, 2011	12/13/2011	\$0
525	UNITED COMMERCIAL TRAVELERS OF AMERICA	1801 WATERMARK DRIVE SUITE 100 COLUMBUS, OH 43215	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED DECEMBER 18, 2008	12/18/2008	\$0
526	UNITED CONSUMER FINANCIAL SERVICES	865 BASSETT ROAD WESTLAKE, OH 44145	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 1, 2018	6/1/2018	\$0
527	UNITED DAIRY FARMERS, INC.	3955 MONTGOMERY ROAD CINCINNATI, OH 45212	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 1, 2010	1/1/2010	\$0
528	UNITED FEDERATION OF TEACHERS WELFARE FUND	52 BROADWAY 8TH FLOOR NEW YORK, NY 10004	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED OCTOBER 1, 2017	10/1/2017	\$0
529	UNITED HEALTHCARE SERVICES INC.	15325 SE 30TH PL, SUITE 200 BELLEVUE, WA 98007	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED SEPTEMBER 1, 1995	9/1/1995	\$0
530	UNITED HEALTHCARE SERVICES INC.	15325 SE 30TH PL, SUITE 200 BELLEVUE, WA 98007	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICES AGREEMENT DATED APRIL 1, 2011	4/1/2011	\$0
531	UNIVERSITY HEALTH NETWORK (UHN)	200 ELIZABETH ST. TORONTO, ON M5G 2C4 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 1, 2019	4/1/2019	\$0
532	UNIVERSITY OF SOUTHERN CALIFORNIA	3434 SOUTH GRAND AVENUE #302 LOS ANGELES, CA 90007	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED APRIL 1, 2007	4/1/2007	\$0
533	UPS GROUND FREIGHT, INC.	1000 SEMMES AVE PO BOX 1216 RICHMOND, VA 23224	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED DECEMBER 1, 2003	12/1/2003	\$0
534	US CUSTOMER INSIGHTS	1200 VETERANS HIGHWAY BRISTOL, PA 19007	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 15, 2021	12/15/2021	\$0
535	USA BROADBAND	721 CHESTNUT ST. SUITE 400 PHILADELPHIA, PA 19106	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED AUGUST 20, 2012	8/20/2012	\$0
536	USAA REAL ESTATE COMPANY	9830 COLONNADE BLVD SUITE 600 SAN ANTONIO, TX 78230-2209	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 2, 2013	12/2/2013	\$0
537	VALIDUS RESEARCH, INC.	187 KING STREET SOUTH, SUITE 201 WATERLOO, ON N2J 1R1 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED SEPTEMBER 1, 2011	9/1/2011	\$0
538	VALMET, INC.	831 PROGRESS AVENUE WAUKESHA, WI 53186	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JANUARY 1, 2021	1/1/2021	\$0
539	VENDOR RESOURCE MANAGEMENT	740 CORPORATE CENTER DRIVE, SUITE 200 POMONA, CA 91768	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED JUNE 19, 2017	6/19/2017	\$0
540	VERMONT MUTUAL INSURANCE COMPANY	89 STATE ST. MONTPELIER, VT 05602	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED SEPTEMBER 1, 2008	9/1/2008	\$0
541	VERTEX PHARMACEUTICALS INCORPORATED	50 NORTHERN AVENUE BOSTON, MA 02210	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED APRIL 1, 2020	4/1/2020	\$0
542	VERTIV CORPORATION	610 EXECUTIVE CAMPUS DRIVE WESTERVILLE, OH 43082	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JULY 1, 2005	7/1/2005	\$0
543	VERUS ANALYTICS, LLC	500 CHASE PARKWAY WATERBURY, CT 06708	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JUNE 1, 2010	6/1/2010	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
544	VIDEOTRON LTEE	612 RUE SAINT-JACQUES BUREAU 700 MONTREAL, QC H3C 4M8 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	CARRIER MASTER COLOCATION AGREEMENT DATED JUNE 1, 2015	6/1/2015	\$0
545	VISHAY DALE ELECTRONICS LLC	2064 12TH AVENUE COLUMBUS, NE 68601	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED SEPTEMBER 15, 2017	9/15/2017	\$0
546	VISION SERVICE PLAN	3333 QUALITY DRIVE RANCHO CORDOVA, CA 95670	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED MAY 31, 2017	5/31/2017	\$0
547	VITAMIN SHOPPE INDUSTRIES, INC.	300 HARMON MEADOW BLVD. SECAUCUS, NJ 07094	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED APRIL 13, 2007	4/13/2007	\$0
548	VITRON ACQUISITION LLC	THE ATLAS GROUP, PMC & WASI DIVISION 4425 W MAY ST. BUILDING A WICHITA, KS 67209	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED SEPTEMBER 1, 2011	9/1/2011	\$0
549	WAKE COUNTY PUBLIC SCHOOL SYSTEM	110 CORNING RD CARY, NC 27518	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED DECEMBER 1, 2015	12/1/2015	\$0
550	WALLACE FOUNDATION	140 BROADWAY, 49TH FLOOR NEW YORK, NY 10005	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED DECEMBER 1, 2008	12/1/2008	\$0
551	WASHINGTON HOSPITAL	155 WILSON AVE WASHINGTON, PA 15301	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED JULY 1, 2002	7/1/2002	\$0
552	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	PO BOX 47408 OLYMPIA, WA 98504	SUNGARD AVAILABILITY SERVICES, LP	CONTRACT NUMBER K1304 FOR HOSTING FOR DISASTER RECOVERY SERVICES DATED FEBRUARY 22, 2020	2/22/2020	\$0
553	WASTE CONNECTIONS	3 WATERWAY SQUARE PLACE SUITE 110 THE WOODLANDS, TX 77380	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JUNE 30, 2006	6/30/2006	\$0
554	WATERS TECHNOLOGIES CORPORATION	WATERS CORPORATE 34 MAPLE STREET MILFORD, MA 01757	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED JUNE 1, 1996	6/1/1996	\$0
555	WEST BEND MUTUAL INS CO	1900 S 18TH AVE WEST BEND, WI 53095	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED AUGUST 1, 2017	8/1/2017	\$0
556	WEST MARINE PRODUCTS, INC.	500 WESTRIDGE DRIVE WATSONVILLE, CA 95076	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED AUGUST 1, 2019	8/1/2019	\$0
557	WESTERN ASSET	385 E. COLORADO BLVD. PASADENA, CA 91101	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JULY 15, 2009	7/15/2009	\$0
558	WESTERN ENTERPRISES	875 BASSETT ROAD WESTLAKE, OH 44145	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MAY 31, 2015	5/31/2015	\$0
559	WESTERN FEDERAL CREDIT UNION	1899 WESTERN WAY TORRANCE, CA 90501	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED FEBRUARY 1, 2007	2/1/2007	\$0
560	WESTERN GENERAL	5230 LAS VIRGENES ROAD CALABASAS, CA 91302	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED OCTOBER 15, 2012	10/15/2012	\$0
561	WESTERN RESERVE MUTUAL	2845 BENDEN ROAD WOOSTER, OH 44691	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 1, 2006	1/1/2006	\$0
562	WESTLAKE HARDWARE	14000 MARSHALL DRIVE LENEXA, KS 66215	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 1, 2008	1/1/2008	\$0
563	WESTLAKE HARDWARE	14000 MARSHALL DRIVE LENEXA, KS 66215	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED JANUARY 1, 2016	1/1/2016	\$0
564	WHITE CASTLE MANAGEMENT CO.	555 EDGAR WALDO WAY COLUMBUS, OH 43215	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED SEPTEMBER 1, 2004	9/1/2004	\$0
565	WILLIAM BARNET AND SON, INC.	1300 HAYNE STREET ARCADIA, SC 29320	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED MARCH 31, 2013	3/31/2013	\$0

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NO.	CUSTOMER NAME	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
566	WIPRO LLC	2 TOWER CENTER BLVD., SUITE 2200 EAST BRUNSWICK, NJ 08816	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR U.S. AVAILABILITY SERVICES DATED NOVEMBER 11, 2005	11/11/2005	\$0
567	WUNDERMAN DATA MANAGEMENT LLC	2050 N GREENVILLE AVENUE RICHARDSON, TX 75082-4322	SUNGARD AVAILABILITY SERVICES, LP	RECOVERY SERVICES AGREEMENT DATED NOVEMBER 1, 2002	11/1/2002	\$0
568	WYNDHAM VACATION OWNERSHIP	9701 SOUTH JOHN YOUNG PARKWAY ORLANDO, FL 32819	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED AUGUST 26, 2013	8/26/2013	\$0
569	ZACHRY HOLDINGS, INC ON BEHALF OF ITSELF AND ITS A	527 LOGWOOD AVE. SAN ANTONIO, TX 78221	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED FEBRUARY 1, 2012	2/1/2012	\$0
570	ZAYO CANADA INC.	200 WELLINGTON STREET WEST TORONTO, ON M5V 3G2 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	CARRIER MASTER COLOCATION AGREEMENT DATED FEBRUARY 1, 2015	2/1/2015	\$0
571	ZAYO CANADA INC.	200 WELLINGTON STREET WEST TORONTO, ON M5V 3G2 CANADA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	HOSTING MASTER SERVICES AGREEMENT DATED APRIL 1, 2008	4/1/2008	\$0
572	ZODIAC POOL SYSTEMS LLC	2882 WHIPTAIL LOOP #100 CARLSBAD, CA 92010	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT DATED AUGUST 23, 2019	8/23/2019	\$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.

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Schedule 2: Vendor Agreements

NO.	COUNTERPARTY	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
1	ACCESSIT GROUP INC	20106 VALLEY FORGE CIRCLE KING OF PRUSSIA, PA 19406 ATTN: MARK SPENCER MARKS@ACCESSITGROUP.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR CONTRACTOR SERVICES	12/17/2012	\$8,097
2	ALLIED UNIVERSAL	EIGHT TOWER BRIDGE 161 WASHINGTON ST, STE 600 CONSHOHOCKEN, PA 19428 ATTN: MCALLISTER, GESI GESI.MCALLISTER@AUS.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICES AGREEMENT	3/1/2022	\$274,356
3	AWS EMEA SARL	410 TERRY AVE NORTH SEATTLE, WA 98109 ATTN: STEVE RIEHL, KELLY LAYTON SRIEHL@AMAZON.COM, KLAYTON@AMAZON.COM	SUNGARD AVAILABILITY SERVICES, LP	PUBLIC SECTOR AUTHORIZATION	2/12/2019	
4	AWS EMEA SARL	410 TERRY AVE NORTH SEATTLE, WA 98109 ATTN: STEVE RIEHL, KELLY LAYTON SRIEHL@AMAZON.COM, KLAYTON@AMAZON.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	SOLUTION PROVIDER ADDENDUM TO CUSTOMER AGREEMENT	3/1/2019	
5	AWS, INC.	410 TERRY AVE NORTH SEATTLE, WA 98109 ATTN: STEVE RIEHL, KELLY LAYTON SRIEHL@AMAZON.COM, KLAYTON@AMAZON.COM	SUNGARD AVAILABILITY SERVICES, LP	AMENDMENT NO. 2 TO AMAZON ENTERPRISE CUSTOMER AGREEMENT	6/12/2015	
6	AWS, INC.	410 TERRY AVE NORTH SEATTLE, WA 98109 ATTN: STEVE RIEHL, KELLY LAYTON SRIEHL@AMAZON.COM, KLAYTON@AMAZON.COM	SUNGARD AVAILABILITY SERVICES, LP	PUBLIC SECTOR AUTHORIZATION	2/12/2019	
7	AWS, INC.	410 TERRY AVE NORTH SEATTLE, WA 98109 ATTN: STEVE RIEHL, KELLY LAYTON SRIEHL@AMAZON.COM, KLAYTON@AMAZON.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	SOLUTION PROVIDER ADDENDUM TO CUSTOMER AGREEMENT	3/1/2019	\$510,383
8	AWS, INC.	410 TERRY AVE NORTH SEATTLE, WA 98109 ATTN: STEVE RIEHL, KELLY LAYTON SRIEHL@AMAZON.COM, KLAYTON@AMAZON.COM	SUNGARD AVAILABILITY SERVICES, LP	AMENDMENT NO. 2 TO CUSTOMER AGREEMENT	6/12/2015	\$510,565
9	AWS, INC.	410 TERRY AVE NORTH SEATTLE, WA 98109 ATTN: STEVE RIEHL, KELLY LAYTON SRIEHL@AMAZON.COM, KLAYTON@AMAZON.COM	SUNGARD AVAILABILITY SERVICES, LP	AMENDMENT NO. 1 TO AWS ENTERPRISE CUSTOMER AGREEMENT	2/13/2012	
10	AWS, INC.	410 TERRY AVE NORTH SEATTLE, WA 98109 ATTN: STEVE RIEHL, KELLY LAYTON SRIEHL@AMAZON.COM, KLAYTON@AMAZON.COM	SUNGARD AVAILABILITY SERVICES, LP	AWS ENTERPRISE CUSTOMER AGREEMENT	2/13/2012	
11	AMAZON.COM INC.	410 TERRY AVE NORTH SEATTLE, WA 98109 ATTN: STEVE RIEHL, KELLY LAYTON SRIEHL@AMAZON.COM, KLAYTON@AMAZON.COM	SUNGARD AVAILABILITY SERVICES, LP	MUTUAL NON DISCLOSURE AGREEMENT	12/15/2011	
12	AWS, INC.	410 TERRY AVE NORTH SEATTLE, WA 98109 ATTN: STEVE RIEHL, KELLY LAYTON SRIEHL@AMAZON.COM, KLAYTON@AMAZON.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	AWS CUSTOMER AGREEMENT	3/1/2019	
13	AMERICAN FIRE EQUIPMENT	3107 W VIRGINIA AVE PHOENIX, AZ 85009 JUSTINH@AMERICANFIRE.COM, DEBG@AMERICANFIRE.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	9/1/2015	\$9,650
14	ARIBA INC	3420 HILLVIEW AVE. BUILDING 3 PALO ALTO, CA 94304 ATTN: JULIE F. MONTGOMERY JMONTGOMERY @BROWNCONNERY.COM	SUNGARD AVAILABILITY SERVICES, LP	SUPPLIER TERMS AND CONDITIONS; SERVICE AGREEMENT	n/a	\$0

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NO.	COUNTERPARTY	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
15	ASK NICELY HOLDINGS INC	1400 NW 22ND AVE STE 150 PORTLAND, OR 97210 ATTN: JASON HINZE JASON@ASKNICELY.COM	SUNGARD AVAILABILITY SERVICES, LP	SERVICE PURCHASE AGREEMENT	3/27/2019	\$302
16	ASSURANCE SOFTWARE INC	800 ADAMS AVE, STE 300 AUDUBON, PA 19403 ATTN: TODD ALEXIS TODD.ALEXIS@ASSURANCESOFTWARE.COM	SUNGARD AVAILABILITY SERVICES, LP	MEMORANDUM OF AGREEMENT	10/19/2018	\$0
17	AUTODEMO LLC	1129 PAYNE ST LOUISVILLE, KY 40204 ATTN: BERNIE KEENE BKEENE@AUTODEMO.COM, DCARRICATO@AUTODEMO.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR CONTRACTOR SERVICES	2/3/2014	\$11,086
18	BELL CANADA - ENTERPRISE GROUP,	1000 RUE DE LA GAUCHETIÃ''RE O MONTREAL, QC H3B 4Y8 CANADA ATTN: KRISTIN JARDIM KRISTIN.JARDIM@BELL.CA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	CORPORATE ACCOUNT AGREEMENT	n/a	\$6,885
19	BLACK BRIDGE CYBER, LLC	3528 30TH ST N LETHBRIDGE, AB T I H 6Z4 CANADA ATTN: SAUL KENTON SAUL.KENTON@BLACKBRIDGECYBER.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MASTER SERVICES AGREEMENT	12/18/2013	\$0
20	BMC SOFTWARE INC	2103 CITYWEST BLVD HOUSTON, TX 77042 ATTN: ZACARY BAKER ZACARY_BAKER@BMC.COM	SUNGARD AVAILABILITY SERVICES, LP	SOFTWARE RENEWAL AGREEMENT	2/1/2022	\$6,335
21	CARBONITE, INC.	2 AVE DE LAFAYETTE BOSTON, MA 02111 ATTN: ADAM JOHNSON JOHNSONA@OPENTEXT.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.; SUNGARD AVAILABILITY SERVICES, LP	MANAGED SERVICE PROVIDER AGREEMENT	1/25/2019	\$99,072
22	CHANGEPOINT CANADA ULC	30 LEEK CRESCENT, STE 300 RICHMOND HILL, ON L4B 4N4 CANADA ATTN: TOM DONNELLY, STEPHEN CANFIELD TDONNELLY @PLANVIEW.COM, SCANFIELD @PLANVIEW.COM	SUNGARD AVAILABILITY SERVICES, LP	LICENSE AND MAINTENANCE AGREEMENT	5/31/2021	\$0
23	CHARTWELL STAFFING LLC	1104 E CHESTNUT AVE NORRISTOWN, PA 19403 ATTN: CHRIS MCSWEENEY CHRISM@CHARTWELLSTAFFINGLLC.COM	SUNGARD AVAILABILITY SERVICES, LP	RECRUITING SERVICES AGREEMENT	1/7/2016	\$0
24	CINTAS CORPORATION	PO BOX 630803 LOC #287 CINCINNATI, OH 45263 ATTN: ANGULO GUTIERREZ, ALONDRA ANGULOGUTIERREZA@CINTAS.COM	SUNGARD AVAILABILITY SERVICES, LP	FACILITY SERVICES RENTAL SERVICE AGREEMENT	7/11/2011	\$2,293
25	CLOUDCHECKR INC	342 NORTH GOODMAN ST ROCHESTER, NY 14607 ATTN: DAVE BADER DBADER@CONRES.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICES AGREEMENT	5/18/2018	\$22,629
26	CLOUDENDURE INC	244 FIFTH AVE STE C134 NEW YORK, NY 10001 ATTN: DAVID WEGMAN WEGMAN® AMAZON.COM	SUNGARD AVAILABILITY SERVICES, LP	TERMS OF SERVICE	12/21/2017	\$0
27	COMMONWEALTH COMPUTER RECYCLING LLC	1628 ROSEYTOWN RD UNIT 9 GREENSBURG, PA 15601 ATTN: JOSEPH CONNORS JOEC@CCRCYBER.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	1/19/2020	\$0
28	COMPUCOM SYSTEMS INC	7171 FOREST LANE DALLAS, TX 75230 ATTN: JASON WINFIELD, KATHY BUCKLEY, HECTOR EDEN ALEJANDRO FUENTES JASON.WINFIELD@COMPUCOM.COM, KATHY.BUCKLEY@COMPUCOM.COM, HECTOR.ALEJANDRO@COMPUCOM.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	3/18/2015	\$0

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NO.	COUNTERPARTY	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
29	CONTINENTAL RESOURCES INC	175 MIDDLESEX TURNPIKE BEDFORD, MA 01730 ATTN: DAVID BADER DBADER@CONRES.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER PURCHASE AGREEMENT	n/a	\$12,960
30	CORCENTRIC LLC	200 LAKE DR EAST STE 200 CHERRY HILL, NJ 08002 ATTN: CHARLIE KARTO CKARTO@CORCENTRIC.COM	SUNGARD AVAILABILITY SERVICES, LP	SOFTWARE SUBSCRIPTION SERVICES AGREEMENT	5/24/2018	\$14,491
31	CRAWFORD THOMAS RECRUITING LLC	429 S KELLER RD, 2ND FLOOR ORLANDO, FL 32810 ATTN: KEN KEESE KEN.K@CRAWFORDTHOMAS.COM	SUNGARD AVAILABILITY SERVICES, LP	RECRUITING SERVICES AGREEMENT	7/12/2016	\$0
32	CUMMINS BRIDGEWAY LLC	21810 CLESSIE COURT NEW HUDSON, MI 48165 ATTN: JEFF HOULAHAN JEFF.D.HOULAHAN@CUMMINS.COM	SUNGARD AVAILABILITY SERVICES, LP	PLANNED EQUIPMENT MAINTENANCE AGREEMENT	3/17/2015	\$2,940
33	DATA DEFENDERS LLC	10 WEST 35TH ST STE 9F5-1 CHICAGO, IL 60616 ATTN: ADAM WOOLFORD, CYRUS WALKS ADAM.WOOLFORD@DATADOGHQ.COM, CYRUS.WALKER@DATA-DEFENDERS.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR CONTRACTOR SERVICES	9/12/2014	\$0
34	DATADOG INC	620 8TH AVE 45TH FLOOR NEW YORK, NY 10018 ATTN: CHRISTIAN HOECHST CHRISTIAN.HOECHST@DATADOGHQ.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER SUBSCRIPTION AGREEMENT	11/22/2017	\$44,794
35	DELAWARE VALLEY AUTOMATION, LLC	1220 WARD AVE STE 200 WEST CHESTER, PA 19380 ATTN: JOEL NACE ACCOUNTING®DVAUTOMATE.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	11/9/2021	\$14,320
36	DELL MARKETING LP ^[2]	ONE DELL WAY ROUND ROCK, TX 78682 ATTN: TOM WILWERTH THOMAS.WILWERTH@DELL.COM	SUNGARD AVAILABILITY SERVICES, LP	ADOPTION AGREEMENT	5/6/2021	\$258,219
37	DELTA BUILDING SERVICES CORPORATION	43 CHESTNUT ST RUTHERFORD, NJ 07070 ATTN: ZACK LEVISON ZLEVISON@DELTABUILDINGSERVICES.COM	SUNGARD AVAILABILITY SERVICES, LP	JANITORIAL SERVICES AGREEMENT	1/1/2020	\$113,122
38	DISASTER RECOVERY JOURNAL	PO BOX 510110 ST LOUIS, MO 63151 ATTN: BOB ARNOLD BOB@DRJ.COM	SUNGARD AVAILABILITY SERVICES, LP	ADVERTISING AGREEMENT	12/27/2018	\$0
39	DOCUSIGN, INC.	1301 2ND AVE STE 2000 SEATTLE, WA 98101 ATTN: MONICA GLOVER MONICA.GLOVER@DOCUSIGN.COM	SUNGARD AVAILABILITY SERVICES, LP	DOCUSIGN SGAS ORDER FORM (Q00496696)	4/1/2011	\$1.945
40	DOCUSIGN, INC.	1301 2ND AVE STE 2000 SEATTLE, WA 98101 ATTN: MONICA GLOVER MONICA.GLOVER@DOCUSIGN.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICES AGREEMENT	4/1/2011	\$1,945
41	E2OPEN LLC	9600 GREAT HILLS TRAIL SUITE 300E AUSTIN, TX 78759 ATTN: JACKY TING JACKY.TING@E2OPEN.COM	SUNGARD AVAILABILITY SERVICES, LP	ON-DEMAND SUBSCRIPTION AGREEMENT	9/22/2014	\$0
42	EATON CORPORATION	1000 EATON BLVD CLEVELAND, OH 44122 ATTN: JOE DEVITO JOSEPHTDEVITO@EATON.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR CONTRACTOR SERVICES	4/21/2021	\$0

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NO.	COUNTERPARTY	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
43	ELEARNINGFORCE AMERICAS	3742 COLLIERS DRIVE STE 100 EDGEWATER, MD 21037 ATTN: PING LEE PL@LMS365.COM	SUNGARD AVAILABILITY SERVICES, LP	LMS365 SAAS AGREEMENT	12/8/2017	\$0
44	ELITE ELEVATOR SERVICES LLC	8021 NORTH ROUTE 130 STE 5 PENNSAUKEN, NJ 08110-1483 ELITEMTS@COMCAST.NET	SUNGARD AVAILABILITY SERVICES, LP	TRACTION AND HYDRAULIC MAINTENANCE AGREEMENT	12/15/2015	\$986
45	EMC CORPORATION ^[2]	ONE DELL WAY ROUND ROCK, TX 78682 ATTN: TOM WILWERTH THOMAS.WILWERTH@DELL.COM	SUNGARD AVAILABILITY SERVICES, LP	MANAGED SERVICES MASTER SERVICES AGREEMENT	5/6/2021	\$298,278
46	EMERGING MINDS INC	3419 WESTMINSTER STE 353 DALLAS, TX 75205 ATTN: JOHN DEEN JDEEN@EMERGINGMINDS.COM	SUNGARD AVAILABILITY SERVICES, LP	RECRUITING SERVICES AGREEMENT	12/5/2016	\$0
47	EPIC PLACEMENTS LLC	1312 17TH ST STE 727 DENVER, CO 80202-1508 ATTN: JARED PURVINES JARED@EPICPLACEMENTS.COM	SUNGARD AVAILABILITY SERVICES, LP	RECRUITING SERVICES AGREEMENT	7/23/2018	\$0
48	EVOQUA WATER TECHNOLOGIES LLC	10 TECHNOLOGY DRIVE LOWELL, MA 01875 ATTN: JULIE REED JULIEANNE.REED@EVOQUA.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	10/1/2015	\$71
49	F5 NETWORKS INC	401 ELLIOTT AVE WEST SEATTLE, WA 98119 ATTN: MICHAEL SLATE M.SLATE@F5.COM	SUNGARD AVAILABILITY SERVICES, LP	CONSULTING SERVICES AGREEMENT	4/25/2017	¢5 120
50	F5 NETWORKS INC	401 ELLIOTT AVE WEST SEATTLE, WA 98119 ATTN: MICHAEL SLATE M.SLATE@F5.COM	SUNGARD AVAILABILITY SERVICES, LP	QUOTE SERVICE AGREEMENT	5/31/2003	\$5,130
51	FIDATO PARTNERS LLC	500 EAST SWEDESFORD RD STE 300 WAYNE, PA 19087 ATTN: JOHN RAPCHINSKI JRAPCHINSKI@FIDATOPARTNERS.COM	SUNGARD AVAILABILITY SERVICES, LP	RECRUITING SERVICES AGREEMENT	5/1/2012	\$0
52	FIS CAPITAL MARKETS LLC	13636 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693 ATTN: MIKE INNAURATO MIKE.INNAURATO@FISGLOBAL.COM	SUNGARD AVAILABILITY SERVICES, LP	SOFTWARE AND LICENSE AGREEMENT (GET PAID)	3/28/2014	\$61,710
53	FLUIDICS INC	9815 ROOSEVELT BLVD STE A PHILADELPHIA, PA 19114 ATTN: CASSANDRA SLOLEY CSLOLEY @FLUIDICS.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICES AGREEMENT	10/5/2021	\$317,256
54	FOLEY POWER SYSTEMS	855 CENTENNIAL AVE PISCATAWAY, NJ 08854 ATTN: MAUREEN GUINAN MGUINAN@FOLEYINC.COM	SUNGARD AVAILABILITY SERVICES, LP	CUSTOMER SUPPORT AGREEMENT	1/1/2009	\$17,438
55	FORRESTER RESEARCH, INC.	25304 NETWORK PL CHICAGO, IL 60673 ATTN: BRIAN CUTAIAR BCUTAIAR@FORRESTER.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR LICENSED RESEARCH OR CONSULTING & ADVISORY SERVICES	10/30/2014	\$0
56	GLOBAL INTERFACE SOLUTIONS, INC	2448 E. 81ST STREET SUITE 2000 TULSA, OK 74137-4271 ATTN: BRENDA MELANCON BRENDA.MELANCON@SECUREAGENT.COM	SUNGARD AVAILABILITY SERVICES, LP	LICENSE AND MAINTENANCE AGREEMENT	10/8/2008	\$0

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NO.	COUNTERPARTY	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
57	GRANITE TELECOMMUNICATIONS	100 NEWPORT AVE QUINCY, MA 02171 ATTN: HILARY ISON HISON@GRANITENET.COM	SUNGARD AVAILABILITY SERVICES, LP	TELECOMMUNICATIONS SERVICES AGREEMENT	12/15/2021	\$14,896
58	GREGORY FCA COMMUNICATIONS, LLC	27 WEST ATHENS AVE ARDMORE, PA 19003 ATTN: MIKE LIZUN MIKE@GREGORYFCA.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	3/24/2016	\$0
59	HATZEL & BUEHLER INC	TEN PENN CENTER 1801 MARKET ST STE 220 PHILADELPHIA, PA 19103 ATTN: ROBIN VILLAVICENCIO R.VILLAVICENCIO@HATZELANDBUEHLER.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	9/5/2019	\$370,827
60	HAYNES MECHANICAL SYSTEMS	4014 EAST BROADWAY RD STE 405 PHOENIX, AZ 85040 ATTN: JOE KILBOURN JKILBOURN@HAYNESMECHANICAL.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR CONTRACTOR SERVICES	9/23/2013	\$19,449
61	HEWLETT PACKARD (CANADA) CO	5150 SPECTRUM WAY MISSISSAUGA, ON L4W 5G1 CANADA ATTN: SUSAN KOZAK SUSAN.KOZAK@HP.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	MANAGED PRINT SERVICES AGREEMENT	10/15/2010	\$1,172
62	HIRERIGHT LLC	5151 CALIFORNIA AVE IRVINE, CA 92617 ATTN: DISHA JOSHI DISHA.JOSHI@HIRERIGHT.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICE AGREEMENT	9/26/2011	\$2,440
63	HP	3000 HANOVER ST PALO ALTO, CA 94304-1112 ATTN: SUSAN KOZACK SUSAN.KOZACK@HP.COM	SUNGARD AVAILABILITY SERVICES, LP	HARDWARE RESELLER AGREEMENT	n/a	\$6,112
64	HUBSPOT, INC.	25 FIRST ST 2ND FLOOR CAMBRIDGE, MA 02141 ATTN: ALEXANDRA HOLLENBECK AHOLLENBECK@HUBSPOT.COM	SUNGARD AVAILABILITY SERVICES, LP	HUBSPOT SUBSCRIPTION AGREEMENT	12/23/2021	\$0
65	IBM CANADA LIMITED	3600 STEELES AVE EAST MARKHAM, ON L3R9Z7 CANADA ATTN: ERWIN BAUTISTA EBAUTIS@CA.IBM.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	CUSTOMER AGREEMENT	3/25/2004	\$9,657
66	IBM CORPORATION	7100 HIGHLANDS PKWY SMYRNA, GA 30082 ATTN: TOM MALLON MALLON@US.IBM.COM	SUNGARD AVAILABILITY SERVICES, LP	CUSTOMER AGREEMENT	9/17/2003	\$171,737
67	IBM CREDIT	7100 HIGHLANDS PKWY SMYRNA, GA 30082 ATTN: JAMES VIGNONE VIGNONE@US.IBM.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER LEASE AGREEMENT	7/31/2015	\$0
68	INFORMATICA CORPORATION	100 CARDINAL WAY REDWOOD CITY, CA 94063 ATTN: ROWENA AYERS RAYERS@INFORMATICA.COM	SUNGARD AVAILABILITY SERVICES, LP	LICENSE TO USE SOFTWARE AGREEMENT	2/8/2010	\$0
69	INFORMATICA-STRIKEIRON	290 DAVIDSON AVE. SOMERSET, NJ 08873 ATTN: JONATHAN MARTINEZ JOMARTINEZ@INFORMATICA.COM	SUNGARD AVAILABILITY SERVICES, LP	ORDER #0018890	3/31/2022	\$0
70	INSURANCE & FINANCIAL SERVICES INC	3466 DRUSILLA LN STE A BATON ROUGE, LA 70809 PENSIONTORONTO@IA.CA	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GROUP RRSP / LIRA PROGRAM AGREEMENT	4/1/2014	\$0

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NO.	COUNTERPARTY	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
71	INTEGRATED SECURITY & COMMUNICATIONS	102B RIKE DRIVE MILLSTONE, NJ 08535 ATTN: MATHEW FORTHUN, STEVEN PHARIS MFORTHUN@ISC-WORLD.COM, SPHARIS@ISC-WORLD.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	1/18/2021	\$0
72	INTRADO INC	1601 DRY CREEK DRIVE LONGMONT, CO 80503 ATTN: MARIANA IKEDA MIKEDA@INTRADO.COM	SUNGARD AVAILABILITY SERVICES, LP	ENTERPRISE 911 SERVICE	n/a	\$0
73	IWCO DIRECT	7951 POWERS BOULEVARD CHANHASSEN, MN 55317 ATTN: PAT HARRINGTON PATRICK.HARRINGTON@IWCO.COM	SUNGARD AVAILABILITY SERVICES, LP	BUSINESS PARTNER AGREEMENT	4/1/2000	\$0
74	JUNO SEARCH PARTNERS LLC	1217 SANSOM ST, 6TH FLOOR PHILADELPHIA, PA 19107 ATTN: SARAH HERMANN SHERRMANN@JUNOSEARCHPARTNERS.COM	SUNGARD AVAILABILITY SERVICES, LP	RECRUITING SERVICES AGREEMENT	8/25/2016	\$0
75	LINKEDIN CORPORATION	1000 WEST MAUDE AVE SUNNYVALE, CA 94085 ATTN: BENJAMIN SCHMUTZ BSCHMUTZER@LINKEDIN.COM	SUNGARD AVAILABILITY SERVICES, LP	LINKEDIN SUBSCRIPTION AGREEMENT (LSA)	12/31/2021	\$0
76	LJS ELECTRIC INC	63 MERILINE AVE WEST PATERSON, NJ 07424 ATTN: PAUL MALONEY PMALONEY@LJSELECTRIC.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR CONTRACTOR SERVICES	12/24/2015	\$63,353
77	MAXAVA LLC	13432 207TH COURT SE ISSAQUAH, WA 98027 ATTN: JOHN DOMINIC JOHN.DOMINIC@MAXAVA.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR SUPPLIER SERVICES	3/5/2014	\$0
78	MCCOLLISTER'S TECHNICAL SERVICES D/B/A UNITED VAN LINES	1800 ROUTE 130 NORTH BURLINGTON, NJ 08016 ATTN: JUSTIN HICKS JHICKS@MCCOLLISTERS.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	6/26/2015	\$11,830
79	MCCOLLISTER'S TRANSPORTATION GROUP	1800 ROUTE 130 NORTH BURLINGTON, NJ 08016 ATTN: JUSTIN HICKS JHICKS@MCCOLLISTERS.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	6/26/2015	\$0
80	MERCATOR IT SOLUTIONS, INC.	1603 CAPITOL AVE STE 310 A 540 CHEYENNE, WY 82001 ATTN: NICK STAPLEY NICK@MERCATORIT.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	7/30/2019	\$0
81	MICRO FOCUS LLC	4555 GREAT AMERICA PKWY STE 400 SANTA CLARA, CA 95054 ATTN: BROOK HOFFMAN BROOK.MCLAUGHLIN@MICROFOCUS.COM	SUNGARD AVAILABILITY SERVICES, LP	BUSINESS SUPPORT AGREEMENT	1/16/2018	\$205.C40
82	MICRO FOCUS LLC	4555 GREAT AMERICA PKWY STE 400 SANTA CLARA, CA 95054 ATTN: BROOK HOFFMAN BROOK.MCLAUGHLIN⊛MICROFOCUS.COM	SUNGARD AVAILABILITY SERVICES, LP	PROFESSIONAL SERVICES AGREEMENT	5/18/2020	\$305,640
83	MICROLAND	IB ECOSPACE, BELLANDUR OUTER RING RD BANGALORE, 560103 INDIA ATTN: DEEPANJAN BISWAS DEEPANJAN.BISWAS@MICROLAND.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR CONTRACTOR SERVICES	1/1/2014	\$0

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NO.	COUNTERPARTY	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
84	MICROSOFT CORPORATION[5]	ONE MICROSOFT WAY REDMOND, WA 98052 ATTN: CAMILLE JARVIE, LAUREN ANASTAS LATONYA.BROOKS@MICROSOFT.COM	SUNGARD AVAILABILITY SERVICES, LP	BUSINESS AND SERVICES AGREEMENT	n/a	\$16,203
85	MICROSOFT CORPORATION[5]	ONE MICROSOFT WAY REDMOND, WA 98052 ATTN: CAMILLE JARVIE, LAUREN ANASTAS LATONYA.BROOKS@MICROSOFT.COM	SUNGARD AVAILABILITY SERVICES, LP	PREMIER SUPPORT AGREEMENT	n/a	\$10,203
86	NAVEX GLOBAL	6000 MEADOWS RD STE 200 LAKE OSWEGO, OR 97035 ATTN: JACOB COLLINS JCOLLINS@NAVEX.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICE AGREEMENT	7/9/2014	\$0
87	NET2VAULT, LLC	4900 SW GRIFFITH DRIVE STE 275 BEAVERTON, OR 97005 ATTN: LIZ MAGUIRE LIZ@NET2VAULT.COM	SUNGARD AVAILABILITY SERVICES, LP	RESELLER AND SUBCONTRACTOR AGREEMENT	5/24/2012	\$303,255
88	NETAPP INC	495 EAST JAVA DRIVE SUNNYVALE, CA 94089 ATTN: PATRICK MCGINN PATRICK.MCGINN@NETAPP.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER PURCHASE AND HOSTING AGREEMENT	4/14/2014	
89	NETAPP INC	495 EAST JAVA DRIVE SUNNYVALE, CA 94089 ATTN: PATRICK MCGINN PATRICK.MCGINN@NETAPP.COM	SUNGARD AVAILABILITY SERVICES, LP	ON DEMAND AGREEMENT	12/3/2012	\$141,333
90	NETAPP INC	BOEING AVE 300 SCHIPHOL-RIJK, 1119 PZ NETHERLANDS ATTN: PATRICK MCGINN PATRICK.MCGINN@NETAPP.COM	SUNGARD AVAILABILITY SERVICES, LP	SERVICE PROVIDER PROGRAM AGREEMENT	3/4/2011	
91	NETHRIS	1611 CREMAZIE BOULEVARD EAST 7TH FLOOR MONTREAL, QUEBEC H2M 2P2 CANADA ATTN: CHRISTINE TREMBLAY SUPPORT.PAYROLL@NETHRIS.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	PAYROLL PROCESSING SERVICE AGREEMENT	6/8/2020	\$0
92	O3 WORLD, LLC	1339 FRANKFORD AVE, STE 3 PHILADELPHIA, PA 19125 ATTN: JUSTIN HANDLER HANDLER@O3WORLD.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	6/20/2019	\$0
93	OPEN TEXT INC.	100 TRI-STATE INTERNATIONAL PKWY 3RD FLOOR LINCOLNSHIRE, IL 60069 ATTN: ADAM JOHNSON JOHNSONA@OPENTEXT.COM	SUNGARD AVAILABILITY SERVICES, LP	PROFESSIONAL SERVICES AGREEMENT	3/25/2010	\$6,594
94	ORACLE AMERICA, INC.	ATTN: GENERAL COUNSEL 500 ORACLE PKWY REDWOOD SHORES, CA 94065 ATTN: SCOTT SAUNDERS SCOTT.SAUNDERS@ORACLE.COM	SUNGARD AVAILABILITY SERVICES, LP	GLOBAL MASTER SERVICES AGREEMENT	1/0/1900	\$22,699
95	OWNBACKUP	940 SYLVAN AVE. ENGLEWOOD CLIFFS, NJ 07632 ATTN: MARCELA COIMBRA MARCELA@OWNBACKUP.COM	SUNGARD AVAILABILITY SERVICES, LP	SUBSCRIPTION SERVICES AGREEMENT	9/1/2020	\$1,417
96	PIVOT TECHNOLOGY SOLUTIONS LTD	500, 1414 - 8TH ST. SW CALGARY, AB T2R 1J6 CANADA ATTN: LORRINE MATUTE LORRAINE.MATUTE@COMPUTACENTER.COM	SUNGARD AVAILABILITY SERVICES, LP	ASSOCIATE PARTNER AGREEMENT	1/24/2014	\$4,453
97	PIVOT TECHNOLOGY SOLUTIONS LTD	500, 1414 - 8TH ST. SW CALGARY, AB T2R 1J6 CANADA ATTN: LORRINE MATUTE LORRAINE.MATUTE@COMPUTACENTER.COM	SUNGARD AVAILABILITY SERVICES, LP	TRADEMARK USE AGREEMENT	1/24/2014	⊕ +,4J 3
98	PLATFORM SPECIALISTS LLC	11 FRANCIS PLACE MONTCLAIR, NJ 07042 AWOODS@PLATFORMSPECIALISTS.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	11/1/2016	\$6,200

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NO.	COUNTERPARTY	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
99	PLENUM CLEANING SERVICES LLC	3100 W RAY RD STE 201 CHANDLER, AZ 85226 ATTN: HECTOR GALLARDO HGALLARDO@PLENUMCLEANING.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	7/1/2020	\$0
100	POSTER COMPLIANCE CENTER	PO BOX 188 HOPKINTON, MA 01748 ATTN: DANIEL AVILES DAVILES@POSTERCOMPLIANCE.COM	SUNGARD AVAILABILITY SERVICES, LP	HR COMPLIANCE PLAN AGREEMENT	10/15/2021	\$0
101	QUORA, INC.	605 CASTRO ST STE 450 MOUNTAIN VIEW, CA 94041 ATTN: MATTHEW VONDRIUS MVONDRUS@QUORA.COM	SUNGARD AVAILABILITY SERVICES, LP	ADVERTISING AND MARKETING	1/4/2021	\$0
102	REPUBLIC SERVICES NATIONAL ACCOUNTS LLC	18500 NORTH ALLIED WAY PHOENIX, AZ 85054 ATTN: BALLESTEROS, CHRISTOPHER CBALLESTEROS@REPUBLICSERVICES.COM	SUNGARD AVAILABILITY SERVICES, LP	MANAGEMENT SERVICES AGREEMENT	8/13/2014	\$35,372
103	RL WOLFF & ASSOCIATES	2138 RICHMOND AVE HOUSTON, TX 77098 ATTN: GREG GETTY GGETTY@RLWOLFF.COM	SUNGARD AVAILABILITY SERVICES, LP	RECRUITING SERVICES AGREEMENT	6/8/2015	\$0
104	SALESFORCE.COM INC.	415 MISSION STREET, 3RD FLOOR SAN FRANCISCO, CA 94105 ATTN: KEVIN RAMIREZ KRAMIREZ@SALESFORCE.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER SUBSCRIPTION AGREEMENT	10/31/2015	\$3,337
105	SALESFORCE.COM INC.	415 MISSION STREET, 3RD FLOOR SAN FRANCISCO, CA 94105 ATTN: KEVIN RAMIREZ KRAMIREZ@SALESFORCE.COM	SUNGARD AVAILABILITY SERVICES, LP	QUOTE Q-05119072	10/31/2015	\$3,33 <i>1</i>
106	SCHNEIDER ELECTRIC IT USA INC	132 FAIRGROUNDS RD WEST KINGDOM, RI 02892 ATTN: MICHAEL DELEKTA MICHAEL.DELEKTA@SS.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR CONTRACTOR SERVICES	3/5/2015	\$0
107	SERVICENOW INC	3260 JAY STREET SANTA CLARA, CA 95054 ATTN: PAT CONROY PAT.CONROY@SERVICENOW.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER ORDERING AGREEMENT	8/31/2015	\$0
108	SERVICENOW INC	3260 JAY STREET SANTA CLARA, CA 95054 ATTN: PAT CONROY PAT.CONROY@SERVICENOW.COM	SUNGARD AVAILABILITY SERVICES, LP	PARTNERNOW MASTER AGREEMENT	11/2/2021	\$0
109	SHI INTERNATIONAL CORP	290 DAVIDSON AVE SOMERSET, NJ 08873 ATTN: KATIE MCLEAN KATIE_MCLEAN@SHI.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	7/28/2013	\$57,400
110	SMITH AND LONG LTD	115 IDEMA RD MARKHAM, ON L3R 1A9 CANADA ATTN: ROBERT RIOPELLE RRIOPELLE@SMITHANDLONG.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR FACILITIES MAINTENANCE	3/1/2020	\$30,087
111	SPEVCO INC	8118 REYNOLDA RD PFAFFTOWN, NC 27040 ATTN: TII THARPE TTHARPE@SPEVCO.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	8/1/2018	\$10,917
112	SPINNAKER SEARCH GROUP LLC	1055 WESTLAKES DR STE 300 BERWYN, PA 19312 ATTN: BRAD SIMEK BSIMEK @SPINNAKERSEARCH.COM	SUNGARD AVAILABILITY SERVICES, LP	RECRUITING SERVICES AGREEMENT	8/17/2016	\$0
113	S-RM INTELLIGENCE AND RISK CONSULTING LLC	200 LIBERTY ST STE 21 NEW YORK, NY 10281 ATTN: BILLY GOUVEIA B.GOUVEIA@S-RMINFORM.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	3/18/2020	\$10,000

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NO.	COUNTERPARTY	ADDRESS	DEBTOR	DESCRIPTION ^[1]	EFFECTIVE DATE	CURE AMOUNT
114	STANLEY CONVERGENT SECURITY SOLUTIONS INC	55 SHUMAN BLVD STE 900 NAPERVILLE, IL 60563 ATTN: DALE AIPPERSBACH DALE.AIPPERSBACH@SBDINC.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT	8/15/2013	\$3,481
115	SUMMIT ENERGY SERVICES INC	10350 ORMSBY PARK PLACE STE 400 LOUISVILLE, KY 40223 ATTN: JONATHAN MEADOWS JONATHAN.MEADOWS@SE.COM	SUNGARD AVAILABILITY SERVICES, LP	ENERGY MANAGEMENT AGREEMENT	1/30/2012	\$33,600
116	SUNGARD INVESTMENT VENTURES LLC	13636 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693 ATTN: MIKE INNAURATO MIKE.INNAURATO@FISGLOBAL.COM	SUNGARD AVAILABILITY SERVICE HOLDINGS LLC	TRADEMARK LICENSE AGREEMENT	3/31/2014	\$0
117	SUPPRESSION SYSTEMS INC.	301 S 4TH ST PENNSBURG, PA 18073 ATTN: TRACY BOYER TBOYER@SUPPRESSIONSYSTEMS.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR CONTRACTOR SERVICES	6/1/2013	\$6,516
118	SYNERGY RECRUITING SOLUTIONS LLC	4942 PLEASANT ST WEST 50TH PLACE IV WEST DES MOINES, IA 50266 ATTN: MIKE MCNULTY MIKE@SRSFORSALES.COM	SUNGARD AVAILABILITY SERVICES, LP	RECRUITING SERVICES AGREEMENT	2/3/2016	\$0
119	TECHNOLOGY TRANSFER LLC	949 CHESTNUT OAKS CIRCLE BIRMINGHAM, AL 35244 ATTN: LENNY GRUSZCZYNSKI LGRUSZCZYNSKI@TECHNOLOGYTRANSFERLLC.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	1/14/2019	\$16,557
120	THE CANADA LIFE ASSURANCE COMPANY	100 OSBORNE ST N WINNIPEG, MB R3C 1V3 CANADA ATTN: ELIZABETH CALDERONE ELIZABETH.CALDERONE@CANADALIFE.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	SERVICES AGREEMENT	7/1/2021	\$0
121	THE CANADA LIFE ASSURANCE COMPANY	100 OSBORNE ST N WINNIPEG, MB R3C 1V3 CANADA ATTN: ELIZABETH CALDERONE ELIZABETH.CALDERONE@CANADALIFE.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	GROUP INSURANCE POLICY	7/1/2020	\$0
122	TOP GUN TECHNOLOGY, INC.	5500 COTTONWOOD LANE SE PRIOR LAKE, MN 55372 ATTN: BRIAN KJERA BRIAN.KJERA@TOPGUN-TECH.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	4/24/2019	\$0
123	TOP TEN USA LLC	199 ROUTE 206 SOUTH SUITE A FLANDERS, NJ 07836 AP@TOPTENUSA.CO	SUNGARD AVAILABILITY SERVICES, LP	ORDER FORMS	n/a	\$0
124	TOZOUR-TRANE	3606 HORIZON DRIVE KING OF PRUSSIA, PA 19406 ATTN: GARY DAVIS MGUERRA@TOZOURTRANE.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	9/22/2013	\$0
125	TWILIO INC	375 BEALE ST STE 300 SAN FRANCISCO, CA 94105 ATTN: GIOVANNI GALLARDO GGALLARDO@TWILIO.COM	SUNGARD AVAILABILITY SERVICES, LP	ORDER FORM (MSA ONLINE)	6/1/2021	\$1,143
126	TYTEN TECHNOLOGIES INC	3600 ROUTE 66 STE 150 NEPTUNE, NJ 07753 ATTN: TYGH VANZANDT TVANZANDT @TYTENTEC.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	1/19/2022	\$22,376
127	UNITED FIRE PROTECTION CORP.	1 MARK RD KENILWORTH, NJ 07033 ATTN: GEORGE DEVOE GDEVOE@UFPCO.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	1/1/2016	\$7,480

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NO.	COUNTERPARTY	ADDRESS	DEBTOR	DESCRIPTION ⁽¹⁾	EFFECTIVE DATE	CURE AMOUNT
128	VERACODE	65 NETWORK DRIVE, 3RD FLOOR BURLINGTON, MA 01803 ATTN: K DEMERS KDEMERS@VERACODE.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER SOLUTION AGREEMENT	9/26/2014	\$0
129	VERTEX INC	1041 OLD CASSATT RD BERWYN, PA 19312 ATTN: SANDY WEISS SANDY.WEISS@VERTEXINC.COM	SUNGARD AVAILABILITY SERVICES, LP	SOFTWARE LICENSE AGREEMENT	12/26/2012	
130	VERTEX INC	1041 OLD CASSATT RD BERWYN, PA 19312 ATTN: SANDY WEISS SANDY.WEISS@VERTEXINC.COM	SUNGARD AVAILABILITY SERVICES, LP	CONSULTING AGREEMENT		\$5,340
131	VERTEX INC	2301 RENAISSANCE BLVD KING OF PRUSSIA, PA 19406 ATTN: SANDY WEISS SANDY.WEISS@VERTEXINC.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT		
132	VOLT CONSULTING GROUP	1065 AVE OF THE AMERICAS 20THFLOOR NEW YORK, NY 10018 ATTN: JILL M. WIRTANEN JWIRTANEN@VOLT.COM	SUNGARD AVAILABILITY SERVICES, LP	MANAGED SERVICES PROGRAM MASTER AGREEMENT	5/10/2012	\$0
133	WEBONISE	8354 SIX FORKS RD SUITE 204 RALEIGH, NC 27615 ATTN: NAYAN DESHMUKH NAYAN@WEBONISELAB.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR PROFESSIONAL SERVICES	1/8/2018	\$0
134	WHEN I WORK INC	420 N 5TH ST STE 500 MINNEAPOLIS, MN 55401 ATTN: MATT FOLEY MATT.FOLEY@WHENIWORK.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER SERVICES AGREEMENT	7/30/2021	\$335
135	WILLIS CANADA INC	175 BLOOR ST EAST STE 1701 TORONTO, ON M4W 3T6 CANADA ATTN: JACQUI DIZENHOUSE JACQUI.DIZENHOUSE@WTWCO.COM	SUNGARD AVAILABILITY SERVICES, LP	GROUP RRSP / LIRA PROGRAM AGREEMENT	1/13/2017	\$0
136	XACTLY CORPORATION	300 PARK AVE STE 1700 SAN JOSE, CA 95110 ATTN: KENNETH LAWLER KLAWLER @ XACTLYCORP.COM	SUNGARD AVAILABILITY SERVICES, LP	ITY SERVICES, SUBSCRIPTION AND SERVICES AGREEMENT		\$7,242
137	ZANARIS INC	2010 WINSTON PARK DRIVE STE 200 OAKVILLE, ON L6H 5R7 CANADA OPERATIONS@ZANARIS.COM	SUNGARD AVAILABILITY SERVICES, LP	MASTER AGREEMENT FOR CONTRACTOR SERVICES	1/24/2019	\$0

Notes:
[1] Unless otherwise indicated, any reference to a particular agreement includes all schedules, exhibits, addenda, statements of work or other documents executed pursuant to such agreement and any amendments, modifications or supplements thereto.

^[2] For avoidance of doubt, the assigned and assumed Microsoft agreements do not include Master Agreement E9195686, and Enrollment 85258712.

^[3] For avoidance of doubt, the assigned and assumed Dell EMC agreements do not include the Dell Bot purchase orders.

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Schedule 3: Leases

NO.	LESSOR	LESSOR ADDRESS	DEBTOR	PROPERTY ADDRESS	CURE AMOUNT
1	401 NORTH BROAD LESSEE, LLC	AMERIMAR 401 NORTH BROAD MANAGEMENT CO., LLC 50 SOUTH 16TH STREET PHILADELPHIA, PA 19102 ATTN: JOSHUA MAES, JEFFREY KURTZMAN GMARSHALL@NETRALITY.COM, KURTZMAN@KURTZMANSTEADY.COM	SUNGARD AVAILABILITY SERVICES, LP	401 N BROAD ST PHILADELPHIA, PA 19108	\$2,478,940
2	AX GARDSUN LP	16220 N SCOTTSDALE RD STE 260 SCOTTSDALE, AZ 85254 ATTN: MICHAEL THOMPSON, MARIE DUNN MTHOMPSON@ARTISREIT.COM, MDUNN@ARTISREIT.COM	SUNGARD AVAILABILITY SERVICES, LP	7499 E PARADISE LN SCOTTSDALE, AZ 85260	\$184,509
3	EMPLOYBRIDGE, LLC D/B/A REMX	1507 LBJ FREEWAY SUITE 400 FARMERS BRANCH, TX 75234 ATTN: BRENDA BRAINARD BRENDA.BRAINARD@EMPLOYBRIDGE.COM	SUNGARD AVAILABILITY SERVICES, LP	565 E SWEDESFORD RD WAYNE, PA 19087	\$7,612
4	LMRK DI PROPCO CAN-BO LLC	LANDMARK DIVIDEND LLC 400 CONTINENTAL BLVD SUITE 500 EL SEGUNDO, CA 90245 ATTN: JOSEF BOBECK, VALERIE SILVA JBOBEK@LANDMARKDIVIDEND.COM, VSILVA@LANDMARKDIVIDEND.COM	SUNGARD AVAILABILITY SERVICES (CANADA) LTD.	1800 ARGENTIA ROAD MISSISSAUGA, ON L5N 3K3, CANADA	CAD 640,284
5	PARKING FACILITIES, INC	150 N BROAD ST PHILADELPHIA, PA 19102 ATTN: LISA ACAMPORA LACAMPORA@PARKWAYCORP.COM	SUNGARD AVAILABILITY SERVICES, LP	1217-1245 CALLOWHILL STREET PHILADELPHIA, PA 19123	\$84,879
6	RUSSO FAMILY LIMITED PARTNERSHIP	RUSSO DEVELOPMENT 570 COMMERCE BOULEVARD CARLSTADT, NJ 07072 ATTN: MIKE PEMBROKE MPEMBROKE@RUSSODEVELOPMENT.COM	SUNGARD AVAILABILITY SERVICES, LP	777 CENTRAL BLVD CARLSTADT, NJ 07072	\$509,847

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 ORDER)

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