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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

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

MOTION RECORD

(Recognition of Foreign Orders)
(Returnable July 28, 2022)

July 21, 2022

CASSELS BROCK & BLACKWELL LLP
Scotia Plaza, Suite 2100
40 King Street West
Toronto, Ontario M5H 3C2

Ryan Jacobs LSO#: 59510J
Tel: 416.860.6465
rjacobs@cassels.com

Jane Dietrich LSO#: 49302U
Tel: 416.860.5223
jdietrich@cassels.com

Natalie E. Levine LSO#: 64908K
Tel: 416.860.6568
nlevine@cassels.com

Lawyers for the Foreign Representative

TO: ATTACHED SERVICE LIST

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

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

SERVICE LIST
(as of July 21, 2022)

Party	Contact
CASSELS BROCK & BLACKWELL LLP Scotia Plaza 40 King Street West, Suite 2100 Toronto, Ontario M5H 3C2 Counsel to the Foreign Representative	**Ryan Jacobs** Tel: 416.860.6465 rjacobs@cassels.com **Jane Dietrich** Tel: 416.860.5223 jdietrich@cassels.com **Natalie E. Levine** Tel: 416.860.6568 nlevine@cassels.com **Michael Wunder** Tel: 416.860.6486 mwunder@cassels.com **Jeremy Bornstein** Tel: 416.869.5386 jbornstein@cassels.com **William Onyeaju** Tel: 647.267.1471 wonyeaju@cassels.com
SUNGARD AVAILABILITY SERVICES (CANADA) LTD. 2330 Argentia Road Mississauga, Ontario	**Bill Price** General Counsel for Sungard AS New Holdings LLC

Party	Contact
L5N 5Z7 Foreign Representative	 Tel: 484.582.5740 SGAS.Legalnotices@sungardas.com
AKIN GUMP STRAUSS HAUER & FELD LLP Bank of America Tower, 1 Bryant Park New York, New York 10036 US Counsel to the Sungard Group	**Philip C. Dublin** Tel: 212.872.8083 pdublin@akingump.com **Meredith A. Lahaie** Tel: 212.872.8032 mlahaie@akingump.com **Zachary Dain Lanier** Tel: 214.969.2782 zlanier@akingump.com
ALVAREZ & MARSAL CANADA INC Royal Bank Plaza, South Tower 200 Bay Street, Suite 2900 Toronto, Ontario M5J 2J1 Information Officer	**Al Hutchens** Tel: 416.847.5159 ahutchens@alvarezandmarsal.com **Joshua Nevsky** Tel: 416.847.5161 jnevsky@alvarezandmarsal.com **Mitchell Binder** Tel: 416.847.5202 mbinder@alvarezandmarsal.com
BENNETT JONES LLP One First Canadian Place Suite 3400, P.O. Box 130 Toronto, Ontario M5X 1A4 Counsel for the Information Officer	**Sean Zweig** Tel: 416.777.6254 zweigs@bennettjones.com **Jesse Mighton** Tel: 416.777.6255 mightonj@bennettjones.com **Thomas Gray** Tel: 416.777.7924 grayt@bennettjones.com
ALTER DOMUS PRODUCTS CORP 225 West Washington Street, 9th Floor Chicago, Illinois 60606 Prepetition 1L Agent and Prepetition 2L Agent	**Legal Department** legal@alterdomus.com **Tad White** cortland_successor_agent@alterdomus.com
PROSKAUER ROSE LLP One International Place Boston, Massachusetts	**Charles A. Dale** Tel: 617.526.9870 cdale@proskauer.com

Party	Contact
02110 US Counsel for the Ad Hoc Group of Term Loan Lenders	**David M. Hillman** Tel: 212.969.3470 dhillman@proskauer.com **Joshua A. Esses** Tel: 212.969.3667 jesses@proskauer.com
NORTON ROSE FULBRIGHT US LLP 1301 Avenue of the Americas New York, New York 10019 US Counsel to the Prepetition 1L Agent and the Prepetition 2L Agent	**Stephen Castro** Tel: 212.318.3147 stephen.castro@nortonrosefulbright.com
NORTON ROSE FULBRIGHT CANADA LLP 222 Bay Street, Suite 3000 Toronto, Ontario M5K 1E7 Canadian Counsel to the Prepetition 1L Agent and the Prepetition 2L Agent	**David Amato** Tel: 416.216.1861 david.amato@nortonrosefulbright.com **Jennifer Stam** Tel: 416.202.6707 jennifer.stam@nortonrosefulbright.com
PNC BANK, NATIONAL ASSOCIATION 100 Summer Street, Suite 1001 Boston, Massachusetts 02110 PNC Bank, National Association, as Agent	**Matthew Leighton** Sungard Relationship Manager matthew.leighton@PNC.com
THOMPSON COBURN HAHN & HESSEN LLP 488 Madison Avenue, 15th Floor New York, New York 10022 US Counsel to PNC Bank, National Association, as Agent	**Joshua I. Divack** Tel: 212.478.7340 jdivack@thompsoncoburn.com
MILLER THOMSON LLP Scotia Plaza 40 King Street West, Suite 5800 Toronto, Ontario M5H 3S1 Canadian Counsel to PNC Bank, National Association, as Agent	**Kenneth R. Rosentein** Tel: 416.595.7923 krosenstein@millerthomson.com **Gregory R. Azeff** Tel: 416.595.2660 gazeff@millerthomson.com **Stephanie De Caria** Tel: 416.595.2652

Party	Contact
	sdecaria@millerthomson.com
LMRK DI PROPCO CAN-BO LLC c/o Landmark Dividend LLC 400 Continental Blvd, Suite 500 El Segundo, California 90245 Landlord of 1800 Argentia Road, Mississauga, Ontario	**Valerie Silva** Vice President – Investments, Digital **Infrastructure Division** Tel: 801.200.2587 vsilva@landmarkdividend.com **Josef Bobek** General Counsel Tel: 310.464.3172 jbobek@landmarkdividend.com
DLA PIPER (CANADA) LLP Suite 6000, 1 First Canadian Place Toronto, Ontario M5X 1E2 Counsel for Landmark Infrastructure Partners, Landmark Dividend LLC and LMRK DI PROPCO CAN-BO LLC	**Carole J. Hunter** Tel: 403.698.8782 carole.hunter@dlapiper.com
ORLANDO CORPORATION 6205 B Airport Road, Floor 5 Mississauga, Ontario L4V 1E3 Landlord of 2330 Argentia Road, Mississauga, Ontario	**David H. Stewart** Special Counsel Tel: 905.677.5480x354 stewartd@orlandocorp.com
CAMELINO GALESSIERE LLP 65 Queen Street West Suite 440 Toronto, Ontario M5H 2M5 Counsel to Orlando Corporation	**Linda Galessiere** Tel: 416.306.3827 lgalessiere@cglegal.ca **Jessica Wuthmann** Tel: 416.306.3836 jwuthmann@cglegal.ca
LCPF REALTY INC. (LASALLE INVESTMENT MANAGEMENT) c/o Colliers International 4 Robert Speck Parkway, Suite 260 Mississauga, Ontario L4Z 1S1 Landlord of 6535 Millcreek Drive, Mississauga, Ontario	**Michael M. George** Senior Property Manager Tel: 905.281.7217 michael.george@colliers.com **Laura Clarke** Assistant Property Manager Tel: 905.270.3277 laura.clarke@colliers.com

Party	Contact
DENTONS CANADA LLP 77 King Street West, Suite 400 Toronto Dominion Centre, Toronto, Ontario M5K 0A1 Counsel to LCPF Realty Inc. (LaSalle Investment Management)	**Kenneth Kraft** Tel: 416.863.4374 kenneth.kraft@dentons.com
DIGITAL TORONTO NOMINEE, INC (DIGITAL REALTY TRUST LP) 451 D Street, Suite 912 Boston, Massachusetts 02210 and **STUTZMAN, BROMBERG, ESSERMAN & PLIFKA, A PROFESSIONAL CORPORATION** 2323 Bryan Street, Suite 2200 Dallas, Texas 75201 Attn: Noah K. Hansford Landlord of 371 Gough Road, Markham, Ontario	**Dinesh Sajnani** Account Manager Enterprise Solutions Tel: 917.669.4188 dsajnani@digitalrealty.com **Noah K. Hansford** Tel: 214.969.4943 hansford@sbep-law.com
FASKEN MARTINEAU DUMOULIN LLP 333 Bay Street, Suite 2400 Toronto, Ontario M5H 2T6 Counsel to Digital Toronto Nominee, Inc.	**Aubrey E. Kauffman** Tel: 416.868.3538 akauffman@fasken.com **Daniel Richer** Tel: 416.865.4445 dricher@fasken.com
QAB #1 INVESTMENTS LIMITED c/o BRASSWATER 245 Victoria Avenue, Suite 801 Westmount, Quebec H3Z 2M6 Landlord of 3950 Cote Vertu Boulevard, Saint-Laurent, Quebec and Landlord of 7405 Transcanada Highway Saint-Laurent, Quebec	**BRASSWATER** Property Manager Tel: 514.498.4444 (Ext. #244) INFO@BRASSWATER.CA **Claudia de Minico** Tel: 514.498.4444 #266 cdeminico@brasswater.ca **Stéphan Dubois** Tel: 514.647.5139 sdubois@brasswater.ca

Party	Contact
INVESTISSEMENTS RAINBOW CAPITAL LIMITÉE 8300 boul. Pie-IX Montréal, Quebec H1Z 4E8 Counsel to QAB #1 Investments Ltd. Landlord of 3950 Cote Vertu Boulevard, Saint-Laurent, Quebec and Landlord 7405 Transcanada Highway Saint-Laurent, Quebec	**Katia Pietrunti** Tel: 514.376.1975 (Ext. #386) katia@vistaprops.com
WHIPCORD LTD 3528 30th Street North Lethbridge AB T1H 6Z4 Service provider	**Dan Hamilton** COO dan.hamilton@whipcord.com
STIKEMAN ELLIOTT LLP Barristers & Solicitors 5300 Commerce Court West 199 Bay Street Toronto, Canada M5L 1B9 Counsel to Pethealth Inc.	**Lee Nicholson** Tel: 416.869.5604 leenicholson@stikeman.com
MCCARTHY TÉTRAULT LLP Bureau 2500 1000, rue De La Gauchetière Ouest Montréal, QC H3B 0A2 Counsel for Kruger Services Inc.	**Jocelyn T. Perreault** Tel: 514.397.7092 jperreault@mccarthy.ca **Marc-Étienne Boucher** Tel: 514.397.5463 meboucher@mccarthy.ca
DEPARTMENT OF JUSTICE CANADA #400-120 Adelaide Street West Toronto, Ontario M5H 1T1	**Diane Winters** Tel: 416.973.3172 diane.winters@justice.gc.ca **Pat Confalone** pat.confalone@justice.gc.ca NotificationPGC-AGC.Fiscal-Tax@justice.gc.ca

Party	Contact
MINISTRY OF FINANCE (ONTARIO) LEGAL SERVICES BRANCH College Park, 11th Floor 777 Bay Street Toronto, Ontario M5G 2C8	**Steven Groeneveld** steven.Groeneveld@ontario.ca
INSOLVENCY UNIT ONTARIO MINISTRY OF FINANCE 6th Floor 33 King Street West, Oshawa, Ontario L1H 8H5	**Insolvency Unit** Insolvency.unit@ontario.ca **Leslie Crawford** Tel: 905.433.5657 leslie.crawford@ontario.ca
MINISTÈRE DE LA JUSTICE (QUEBEC) Édifice Louis-Philippe-Pigeon 1200, route de l'Église, 9e étage Québec City, QC G1V 4M1	**General Enquiries** Tel: 418.643.5140 Informations@justice.gouv.qc.ca Minister's Office: **Simon Jolin-Barrette**, Minister of Justice Tel: 418.643.4210 Fax: 418.646.0027 ministre@justice.gouv.qc.ca
REVENU QUÉBEC **Goods and Services Tax, Harmonized Sales Tax and Law of Quebec** Secteur C65-CK 1265, boulevard Charest Ouest Québec City, QC G1N 4V5 and C.P. 8025, succursale Desjardins Montreal, QC H5B 0A8 and Lariviere Meunier 3800 De Marly Street Secteur 5-2-8 Québec City, Québec G1X 4A5	**General Enquiries** Insolvabilite@revenuquebec.ca notif-montreal@revenuquebec.ca **Vincenzo Carrozza** Tel: 514.287.3149 Vincenzo.Carrozza@revenuquebec.ca
STIKEMAN ELLIOTT LLP Barristers & Solicitors 5300 Commerce Court West 199 Bay Street Toronto, Canada	**Maria Konyukhova** Tel: 416.869.5230 mkonyukhova@stikeman.com

Party	Contact
M5L 1B9 Counsel to Independent Electricity System Operator	**Philip Yang** Tel: 416.869.5593 pyang@stikeman.com
ELECTRICAL SAFETY AUTHORITY 155 Matheson Blvd W Mississauga, ON L5R 3L5	**Roger Kim** Roger.Kim@electricalsafety.on.ca **Margaret Campbell** Margaret.Campbell@electricalsafety.on.ca **Kathy Simon** Kathy.Simon@electricalsafety.on.ca
OSLER, HOSKIN & HARCOURT LLP 1000, rue De La Gauchetière Ouest Bureau 2100 Montréal QC H3B 4W5 Counsel to TELUS Health Solutions Inc.	**Sandra Abitan** Tel: 514.904.5648 SAbitan@osler.com **Ilia Kravtsov** Tel: 514.904.5385 ikravtsov@osler.com
ATTORNEY GENERAL OF CANADA Department of Justice 120 Adelaide Street West Suite 400 Toronto, Ontario M5H 1T1 Lawyers for the Canada Revenue Agency	**Edward Park** Tel: 647.292.9368 Fax: 416.973.0810 edward.park@justice.gc.ca

EMAIL SERVICE LIST

(As of July 21, 2022)

rjacobs@cassels.com; jdietrich@cassels.com; nlevine@cassels.com; mwunder@cassels.com; jbornstein@cassels.com; SGAS.Legalnotices@sungardas.com; pdublin@akingump.com; mlahaie@akingump.com; zlanier@akingump.com; ahutchens@alvarezandmarsal.com; jnevsky@alvarezandmarsal.com; mbinder@alvarezandmarsal.com; zweigs@bennettjones.com; mightonj@bennettjones.com; grayt@bennettjones.com; legal@alterdomus.com; cortland_successor_agent@alterdomus.com; cdale@proskauer.com; dhillman@proskauer.com; jesses@proskauer.com; stephen.castro@nortonrosefulbright.com; david.amato@nortonrosefulbright.com; jennifer.stam@nortonrosefulbright.com; matthew.leighton@pnc.com; jdivack@thompsoncoburn.com; krosenstein@millerthomson.com; gazeff@millerthomson.com; sdecaria@millerthomson.com; vsilva@landmarkdividend.com; jbobek@landmarkdividend.com; carole.hunter@dlapiper.com; stewartd@orlandocorp.com; lgalessiere@cglegal.ca; jwuthmann@cglegal.ca; michael.george@colliers.com; laura.clarke@colliers.com; dsajnani@digitalrealty.com; hansford@sbep-law.com; akauffman@fasken.com; dricher@fasken.com; INFO@BRASSWATER.CA; cdeminico@brasswater.ca; sdubois@brasswater.ca; katia@vistaprops.com; dan.hamilton@whipcord.com; leenicholson@stikeman.com; jperreault@mccarthy.ca; meboucher@mccarthy.ca; diane.winters@justice.gc.ca; pat.confalone@justice.gc.ca; steven.Groeneveld@ontario.ca; Insolvency.unit@ontario.ca; leslie.crawford@ontario.ca; Informations@justice.gouv.qc.ca; ministre@justice.gouv.qc.ca; Insolvabilite@revenuquebec.ca; notif-montreal@revenuquebec.ca; Vincenzo.Carrozza@revenuquebec.ca; mkonyukhova@stikeman.com; pyang@stikeman.com; Roger.Kim@electricalsafety.on.ca; Margaret.Campbell@electricalsafety.on.ca; Kathy.Simon@electricalsafety.on.ca; kenneth.kraft@dentons.com; SAbitan@osler.com; ikravtsov@osler.com; edward.park@justice.gc.ca; wonyeaju@cassels.com

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TAB 1

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

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

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

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

NOTICE OF MOTION
(Recognition of Foreign Orders)
(Returnable July 28, 2022)

The applicant, Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuité des Affaires (Canada) Ltée ("**Sungard AS Canada**"), in its capacity as foreign representative (the "**Foreign Representative**") of itself, as well as the other Debtors (defined below), will make a motion to a Judge presiding over the Commercial List on July 28, 2022, at 9:30 a.m., or as soon after as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard by Zoom videoconference due to the COVID-19 crisis.

THE MOTION IS FOR:

1. An Order recognizing, enforcing, and giving full force and effect in all provinces and territories of Canada, pursuant to Section 49 of the *Companies' Creditors Arrangement Act,* R.S.C., 1985, c. C-36, as amended (the "**CCAA**"), the following orders should they be granted by the United States Bankruptcy Court for the Southern District of Texas (the "**U.S. Bankruptcy Court**") in the cases (the "**Chapter 11 Cases**") commenced by the Debtors under Chapter 11, title 11 of the United States Code (the "**Bankruptcy Code**"):

(a) *Order (I) Approving Omnibus Claims Objection Procedures and (II) Authorizing the Debtors to File Substantive Omnibus Objections to Claims Pursuant to Bankruptcy Rule 3007* (the "**Omnibus Objection Procedures Order**"); and

(b) *Order (I) Authorizing and Approving the Rejection of an Unexpired Lease of Non-Residential Real Property, (II) Authorizing and Approving the Rejection of Certain Executory Contracts and (III) Granting Related Relief* (the "**Rejection Order**").

2. An Order abridging the time for service and filing of this Notice of Motion and the Motion Record and dispensing with service thereof on any interested party other than those served within these proceedings; and

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

THE GROUNDS FOR THIS MOTION ARE:

Background

4. For over 40 years, the Debtors and their non-Debtor affiliates (the "**Company**") have established and maintained resilient and recoverable information technology environments for myriad businesses, including financial institutions, healthcare, manufacturing, logistics, transportation, and general services. In Canada, services are provided through Sungard AS Canada.

5. On April 11, 2022, Sungard AS Canada and 11 of its US-based affiliates (collectively, the "**Debtors**") filed voluntary petitions for relief, under the Bankruptcy Code in the U.S. Bankruptcy Court, and Sungard AS Canada commenced proceedings (the "**Canadian Proceedings**") under the CCAA.

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

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

8. On April 14, 2022, the Court granted an order, as requested by the Foreign Representative, (a) recognizing Sungard AS Canada as the Foreign Representative of itself and the other Debtors in respect of the Chapter 11 Cases; (b) recognizing the United States of America as the centre of main interests for Sungard AS Canada; and (c) recognizing Sungard AS Canada's Chapter 11 Case as a "foreign main proceeding" (the "**Initial Recognition Order**"). On the same day, the Court granted a second order, among other things, (a) recognizing certain orders entered by the U.S. Bankruptcy Court in the Chapter 11 Cases; (b) granting two charges with respect to interim financing over the property of Sungard AS Canada in Canada and an administration charge; and (c) appointing Alvarez & Marsal Canada Inc. as information officer (the "**Information Officer**") in the Canadian Proceedings (the "**Supplemental Order**").

9. Since granting the Initial Recognition Order and Supplemental Order, the Court has granted orders recognizing and giving full force and effect in all provinces and territories of Canada additional orders from the U.S. Bankruptcy Court, as requested by the Foreign Representative, including, among others, as follows:

    (a) on May 16, 2022, an order setting bar dates for filing proofs of claim (the "**Bar Date Order**"); and

    (b) on June 2, 2022, an order approving the rejection of certain unexpired real property leases as of May 31, 2022, including, among others, the lease in respect of the properties located at 7405 Trans Canada Highway, Saint-Laurent and 3950 Boulevard de la Côte-Vertu, City of Montreal.

10. On June 24, 2022, the Debtors filed the *Debtors' Motion for Entry of an Order (I) Approving Omnibus Claims Objections Procedures and (II) Authorizing the Debtors to File Substantive Omnibus Objections to Claims Pursuant to Bankruptcy Rule 3007(c),(d)* (the "**Omnibus Objection Procedures Motion**") with the U.S. Bankruptcy Court. The Omnibus Procedures Motion was not calendared for a hearing, but the objection deadline was July 15, 2022.

11. On July 1, 2022, the Debtors filed the *Motion for Entry of an Order (I) Authorizing and Approving the Rejection of an Unexpired Lease of Non-Residential Real Property, (II) Authorizing and Approving the Rejection of Certain Executory Contracts and (III) Granting Related Relief* (the "**Rejection Motion**") with the U.S. Bankruptcy Court, seeking entry of the Rejection Order.

12. On July 18, 2022, the Debtors filed a certificate of no objection and the proposed form of the Omnibus Objection Procedures Order with the U.S. Bankruptcy Court.

Recognition of U.S. Bankruptcy Court Orders

13. To facilitate the Chapter 11 Cases and these Canadian Proceedings, the Foreign Representative is seeking recognition of the Omnibus Objection Procedures Order and the Rejection Order, if granted by the U.S. Bankruptcy Court.

The Omnibus Objection Procedures Order

14. The Foreign Representative initially brought a motion for recognition of the Omnibus Objection Procedures Order at the July 19, 2022 hearing. An affidavit, sworn by Michael K. Robinson, in support of the recognition of the Omnibus Objection Procedures Order was sworn on July 12, 2022 (the "**July 12th Affidavit**"). The Omnibus Objection Procedures Order was not entered by the U.S. Bankruptcy Court prior to the July 19, 2022 hearing. The Foreign Representative expects that the Omnibus Objection Procedures Order will be entered by the U.S. Bankruptcy Court before the hearing on this Motion and is therefore seeking this relief in connection with the Motion returnable on July 28, 2022.

15. On May 11, 2022, the U.S. Bankruptcy Court entered the Bar Date Order, which established June 22, 2022 as the deadline for non-governmental units to file proofs of claim (the "**General Bar Date**") and October 10, 2022 as the deadline by which governmental units and must file proofs of claim (the "**Governmental Bar Date**" and, collectively with the General Bar Date, the "**Bar Dates**"). On May 16, 2022, Justice Conway granted an order recognizing and giving full force and effect to the Bar Date Order in Canada.

16. Currently, the Debtors and their advisors anticipate that claims will be filed or scheduled[1] in the approximate aggregate amount of over US$135 million. By the General Bar Date, the Debtors had received 342 proofs of claim, for a total of 940 scheduled or filed claims. The Debtors expect that a significant number of proofs of claim will need to be reconciled. The Debtors anticipate that claims will fall into several broad categories, including unpaid trade vendor balances, lease rejection damages, other contract-related claims, tax claims, and pending litigation.

17. The Omnibus Objection Procedures Motion seeks the U.S. Bankruptcy Court's approval of Objections Procedures (as defined below) to address disputed claims and facilitate consummation of the plan of reorganization and distributions to creditors. The Debtors may need to file objections to certain claims in a short time frame (a) to fix voting rights of disputed claims by the deadline set forth in the solicitation procedures and (b) to provide potential bidders with greater clarity as to the potential claims pool and create a more transparent auction process.

18. Pursuant to the United States Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the Debtors may only assert an Omnibus Objection (as defined below) on certain enumerated grounds (including, among other things, duplication, amendment by a later claim, and timeliness) absent further order of the court. The relief requested in the motion to authorize the Objections Procedures provides a framework for objecting to multiple claims in Omnibus Objections (as defined below) and expands the grounds on which such objections may be filed in accordance with the Bankruptcy Rules to avoid the need to prepare and file hundreds of claim objections on identical grounds. The Debtors will retain the right to object to claims on other grounds on an individual basis.

19. The proposed objection procedures are attached to the proposed Omnibus Objection Procedures Order at Exhibit 1 (the "**Objection Procedures**").[2] The Objection Procedures describe key aspects of the proposed omnibus claims objection process, including, among other things:

    (a) the form of omnibus objection (each, an "Omnibus Objection") to be filed by the Debtors, including the fact that claimants will be listed alphabetically

[1] In the Chapter 11 Cases, the Debtors have filed schedules which list the Debtors' estimates of the claims outstanding.

[2] In the event of any discrepancy between this summary and the Objection Procedures, the Objection Procedures shall control.

on the schedule(s) attached to the proposed order on each Omnibus Objection;

(b) the grounds for Omnibus Objections, which include both the grounds explicitly provided for the Bankruptcy Rules and additional grounds enumerated in the Objection Procedures;

(c) the exhibits to be attached to the Omnibus Objections, including a list of the claims subject to the objection, the claim amount and number (if applicable), the grounds for the objection and other information such a proposed revised amount or classification;

(d) the form of the notice that will be provided to affected creditors (the "Objection Notice");

(e) where reasonably available, the information necessary for affected creditors to attempt to resolve the objection to their claim and/or file a formal response thereto, and the implications of failing to timely resolve or respond to an objection;

(f) information relating to withdrawing a claimant's proof of claim; and

(g) information relating to hearings on Omnibus Objections.

20. The Objection Procedures are described in the July 12th Affidavit, (and attached to the affidavit of Michael K. Robinson, sworn July 21, 2022 as **Exhibit "B"**).

21. The Objection Procedures also permit the Debtors to use a provision of the Bankruptcy Rules that provides that a party defending against a claim may serve on an opposing party (in the Debtors' cases, a claimant) (the "**Offeree**") an offer that will allow judgment on the specified terms. If the offer is accepted, the court enters judgment and terminates the case. If the offer is rejected and the Offeree ultimately obtains a judgment that is less favorable than the unaccepted offer, the Offeree must pay the costs incurred after the date the offer was made. Under the Objection Procedures, only the Debtors may be the Offeree. The Debtors intend to utilize this provision only against represented parties and request that the U.S. Bankruptcy Court permit the Debtors to seek costs, rather than automatically require payment by a claimant. The Debtors believe that this process will incentivize efficient negotiation and settlement of claims.

22. The Objection Procedures also provide that the ad hoc group of term loan lenders has consent rights with respect to any claim settlement over US$100,000.

The Rejection Order

25. The Debtors are party to a number of non-residential real property leases. Many of these facilities, including the premises located at 6535 Millcreek Drive, Mississauga, Ontario (the "**Millcreek Lease**") associated with the Millcreek Lease (the "**Millcreek Facility**"), are used to support the Debtors' stressed workplace recovery business. The Debtors currently provide certain services at the Millcreek Facility pursuant to the contacts identified in the Rejection Motion (the "**Contracts Subject to Rejection**").

26. By the Rejection Motion, the Debtors seek to reject the Millcreek Lease and the Contracts Subject to Rejection effective as of July 31, 2022. In addition, the Debtors also seek to abandon, or otherwise transfer to the landlord with the landlord's consent, effective as of July 31, 2022, any personal property (the "**Personal Property**") that remains at the Millcreek Facility as of such date.

27. The Debtors believe that continuing to operate under the Millcreek Lease and the Contracts Subject to Rejection will hinder the Debtors' reorganization and sale efforts. Rejecting the Millcreek Lease and the Contracts Subject to Rejection identified in the Rejection Motion is in the best interests of the Debtors' estates as eliminating certain unnecessary costs is critical to the efforts of the Debtors to maximize the value of their estates and reduce administrative costs in the Chapter 11 Cases. The Contracts Subject to Rejection provide no economic value to the Debtors' estates and are unnecessary to the Debtors' restructuring efforts.

28. Additionally, the Debtors have determined that the cost of removing and storing the Personal Property for future sale exceeds its value. In addition, the Debtors have determined that efforts to market the Personal Property in place would delay the exit from the subject properties and cause them to incur additional rent obligations. Accordingly, the abandonment of the Personal Property or transfer of such property to the landlord for minimal consideration is in the best interests of the Debtors and their estates.

29. The Information Officer was provided with an opportunity to review and consider the Rejection Motion both before and after it was filed with the U.S. Bankruptcy Court.

30. The proposed Rejection Order will preserve and maximize the value of the estates of the Debtors and promotes the objectives of the Debtors' restructuring efforts which are otherwise hindered through the continued operation of the Millcreek Lease, the Contracts Subject to Rejection, and the costs of removing and storing the Personal Property.

31. The Debtors have scheduled a hearing before the U.S. Bankruptcy Court for July 26, 2022 to seek entry of the Rejection Order.

Other Grounds

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

33. The provisions of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, including Rules 1.04, 1.05, 2.03, 3.02, 16 and 37 thereof; and

34. Such further and other grounds as the lawyers may advise and this Honourable Court may permit.

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

35. The Affidavit of Michael K. Robinson, sworn July 21, 2022, and the exhibits attached thereto;

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

37. The Third Report of the Information Officer, to be filed; and

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

July 21, 2022

CASSELS BROCK & BLACKWELL LLP
Scotia Plaza, Suite 2100
40 King Street West
Toronto, Ontario M5H 3C2

Ryan Jacobs LSO#: 59510J
Tel: 416.860.6465
rjacobs@cassels.com

Jane Dietrich LSO#: 49302U
Tel: 416.860.5223
jdietrich@cassels.com

Natalie E. Levine LSO#: 64908K
Tel: 416.860.6568
nlevine@cassels.com

Lawyers for the Foreign Representative

TO: SERVICE LIST

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

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION
(Recognition of Foreign Orders)
(Returnable July 28, 2022)

CASSELS BROCK & BLACKWELL LLP
Scotia Plaza, Suite 2100
40 King Street West
Toronto, Ontario M5H 3C2

Ryan Jacobs LSO#: 59510J
Tel: 416.860.6465
rjacobs@cassels.com

Jane Dietrich LSO#: 49302U
Tel: 416.860.5223
jdietrich@cassels.com

Natalie E. Levine LSO#: 64908K
Tel: 416.860.6568
nlevine@cassels.com

Lawyers for the Foreign Representative

TAB 2

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

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

AFFIDAVIT OF MICHAEL K. ROBINSON
(sworn July 21, 2022)

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

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

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

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

2. As a result of my tenure with the Company, my review of public and non-public documents, and my discussions with other senior executives, I am generally familiar with the Company's businesses, financial condition, day-to-day operations, and books and records, and, as such, have knowledge of the matters contained in this affidavit. Where I do not possess such personal knowledge, I have stated the source of my information and, in all such cases, believe the information to be true. In preparing this affidavit, I have consulted with legal, financial and other advisors to the Company, and other members of the senior management of the Company.

3. I swear this affidavit in support of the motion filed by Sungard AS Canada in its capacity as foreign representative of itself and the other Debtors (the "**Foreign Representative**") for relief pursuant to Part IV of the ***Companies' Creditors Arrangement Act*** R.S.C., 1985, c. C-36, as amended (the "**CCAA**"), including an order recognizing and giving full force and effect in all provinces and territories of Canada, pursuant to Section 49 of the CCAA, to the orders described below, should they be granted by the U.S. Bankruptcy Court. The Debtors have scheduled a hearing before the United States Bankruptcy Court for the Southern District of Texas (the "**U.S. Bankruptcy Court**") for July 26, 2022 in the cases (the "**Chapter 11 Cases**") commenced by the Debtors under Chapter 11, title 11 of the United States Code (the "**Bankruptcy Code**").

4. At the hearing on this Motion, the Foreign Representative is seeking recognition in Canada of the following orders, should they be granted by the U.S. Bankruptcy Court

(a) ***Order (I) Authorizing and Approving the Rejection of an Unexpired Lease of Non-Residential Real Property, (II) Authorizing and Approving the Rejection of Certain Executory Contracts and (III) Granting Related Relief*** (the "**Rejection Order**"); and

(b) ***Order (I) Approving Omnibus Claims Objection Procedures and (II) Authorizing the Debtors to File Substantive Omnibus Objections to Claims Pursuant to Bankruptcy Rule 3007*** (the "**Omnibus Objection Procedures Order**").

5. A copy of the Debtors' motion filed with the U.S. Bankruptcy Court in respect of the Rejection Order (the "**Rejection Motion**"), including the proposed Rejection Order is attached hereto as **Exhibit "A"**.

6. On July 12, 2022, I swore an affidavit (the "**July 12th Affidavit**") in support of a Motion, for among other things, recognition of the Omnibus Objection Procedures Order, which was returnable on July 19, 2022. A copy of the July 12th Affidavit, including exhibits, is attached hereto as **Exhibit "B"**. The Omnibus Objection Procedures Order is described in detail in the July 12th Affidavit. That Motion did not proceed with respect to the Omnibus Objection Procedures Order because the Omnibus Objection Procedures Order had not been entered by the U.S. Bankruptcy Court at the time of the hearing on July 19, 2022. The Debtors have filed a certificate of no objection and proposed form of order with the U.S. Bankruptcy Court, showing the minor modifications to the proposed order as a result of discussions with the Office of the United States Trustee. A copy of the certificate and form of order is attached hereto as **Exhibit "C"**. The Debtors expect that the order will be entered by the U.S. Bankruptcy Court prior to the hearing on this Motion and therefore intend to seek recognition of the Omnibus Objection Procedures Order at the hearing on this Motion.

7. Unless otherwise indicated, capitalized terms used and not defined in this affidavit have the meaning given to them in my affidavit sworn April 11, 2022 (the "**Initial Affidavit**") or the Rejection Motion, as applicable. Further background on these proceedings is available on the Information Officer's website at https://www.alvarezandmarsal.com/SungardASCanada. Copies of documents filed in the U.S. Bankruptcy Court in connection with the Chapter 11 Cases can be found on the Debtors' case website administered by Kroll Restructuring Administration LLC, the Debtors' claims and noticing agent, https://cases.ra.kroll.com/sungardas/.

I. OVERVIEW

A. The Company

8. The Company provides high availability, cloud-connected infrastructure services built to deliver business resilience to its customers in the event of an unplanned business disruption, ranging from man-made events to natural disasters. As of the Petition Date, the Debtors employed approximately 585 individuals in the United States and Canada, operated 52 facilities (comprising 24 data centers and 28 work area recovery centers) and provided services to approximately 2,000 customers across the United States, the United Kingdom, Canada, Ireland, France, India, Belgium, Luxembourg, and Poland. The Company generated approximately US$587 million in revenue for fiscal year 2021 and, as of the Petition Date, the Debtors had approximately US$424 million in aggregate principal amount of prepetition funded debt obligations.

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

B. Procedural Background

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

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

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

13. On April 14, 2022, the Court entered an order, among other things, (a) recognizing Sungard AS Canada as Foreign Representative of itself and the other Debtors in respect of the Chapter 11 Cases, (b) recognizing the United States of America as the centre of main interests for Sungard AS Canada, and (c) recognizing Sungard AS Canada's Chapter 11 Case as a "foreign main proceeding" (the "**Initial Recognition Order**"). The Court also granted an order, among other things, (a) recognizing certain orders entered by the U.S. Bankruptcy Court in the Chapter 11 Cases; (b) granting the DIP Agents' Charge and the Administration Charge, and (c) appointing Alvarez & Marsal Canada Inc. as Information Officer in the Canadian Proceedings (the "**Supplemental Order**").

14. Since granting the Initial Recognition Order and Supplemental Order, the Court has granted orders recognizing and giving full force and effect in all provinces and territories of Canada to additional orders from the U.S. Bankruptcy Court, as requested by the Foreign Representative, including, among others, as follows:

(a) on May 16, 2022, an order setting bar dates for filing proofs of claim (the "**Bar Date Order**"); and

(b) on June 2, 2022, an order approving the rejection of certain unexpired real property leases as of May 31, 2022, comprised of, among others, the lease in respect of the properties located at 7405 Trans Canada Highway, Saint-Laurent and 3950 Boulevard de la Côte-Vertu, City of Montreal (the "**First Rejection Order**").

II. REJECTION ORDER

15. The Debtors are party to a number of non-residential real property leases. Many of these facilities, including the Millcreek Facility (defined below), are used to support the Debtors' stressed workplace recovery business. The Debtors are working closely with their advisors to review their existing contracts, including their non-residential real property leases and the contracts associated with the services provided at each of the facilities. As part of that process, the Debtors sought and obtained the First Rejection Order from the U.S. Bankruptcy Court, which also included a leased property in Canada. The First Rejection Order was recognized by the Court pursuant to an order granted on June 2, 2022.

16. By the Rejection Motion, the Debtors seek to reject the lease of real property located at 6535 Millcreek Drive, Mississauga, Ontario (the "**Millcreek Lease**") and the Contracts Subject to Rejection (defined below) effective as of July 31, 2022. The additional contracts that the Debtors seek to reject (the "**Contracts Subject to Rejection**") are customer contracts with certain customers who use services provided from the facility and premises associated with the Millcreek Lease (the "**Millcreek Facility**").[2] In addition, the Debtors also seek to abandon, or otherwise transfer to the landlord with the landlord's consent, effective as of July 31, 2022, any personal property (the "**Personal Property**") that remains at the Millcreek Facility as of such date. This relief is consistent with the relief sought and granted in the First Rejection Order.[3]

[2] Each of the Contracts Subject to Rejection and the Millcreek Lease are detailed on Schedule 1 to the Rejection Order.

[3] The First Rejection Order did not request any relief related to customer contracts.

17. The Debtors believe that continuing to operate under the Millcreek Lease and the Contracts Subject to Rejection will hinder the Debtors' reorganization and sale efforts. Rejecting the Millcreek Lease and the Contracts Subject to Rejection is in the best interests of the Debtors' estates as eliminating certain unnecessary costs is critical to the efforts of the Debtors to maximize the value of their estates and reduce administrative costs in the Chapter 11 Cases. Rejecting the Millcreek Lease would reduce the Company's go-forward annual rent obligations by approximately CAD$360,000. Furthermore, without the Millcreek Lease, it will be impossible to service the Contracts Subject to Rejection. The Contracts Subject to Rejection provide no economic value to the Debtors' estates and are unnecessary to the Debtors' restructuring efforts.

18. The Debtors have determined that the cost of removing and storing the Personal Property for future sale exceeds its value. In addition, the Debtors have determined that efforts to market the Personal Property in place would delay the exit from the subject properties and cause them to incur additional rent obligations. Accordingly, the abandonment of the Personal Property or transfer of such property to the landlord for minimal consideration is in the best interests of the Debtors and their estates.

19. I am advised by the Debtors' noticing agent, Kroll Restructuring Administration LLC, that the Debtors provided the counterparties to the Millcreek Lease and to the Contracts Subject to Rejection with notice of the Rejection Motion on July 1, 2022. I am advised by Ethan Kopp of Houlihan Lokey that the landlord was provided with actual notice of the Debtors' intention to seek rejection on or around June 16, 2022. Representatives of the Debtors also communicated the Debtors' intent to reject the Contracts Subject to Rejection to the customers on or around the same day. Objections in respect of the Rejection Motion must be filed on or before July 21, 2022.

20. Any party wishing to file a proof of claim related to the Millcreek Lease or the Contracts Subject to Rejection must comply with the terms of the Bar Date Order.

21. The Information Officer was provided with an opportunity to review and consider the Rejection Motion both before and after it was filed with the U.S. Bankruptcy Court.

III. CONCLUSION

22. I believe the relief set out herein is necessary for the protection of the Debtors' property and for the benefit of their creditors and their estates.

SWORN BEFORE ME by video conference on this 21st day of July, 2022. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath of Declaration Remotely. The affiant was located in the City of Wilmington, in the state of North Carolina and I was located in the City of Toronto in the Province of Ontario.

A commissioner for Taking Affidavits
(or as may be)

Commissioner Name: William Onyeaju
LSO#: 81919E

Michael K. Robinson

This is Exhibit **"A"** referred to in the Affidavit of Michael K. Robinson sworn before me on July 21, 2022 by videoconference in accordance with O. Reg 431/20.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: William Onyeaju
LSO#: 81919E

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

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

DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING AND APPROVING THE REJECTION OF AN UNEXPIRED LEASE OF NON-RESIDENTIAL REAL PROPERTY, (II) AUTHORIZING AND APPROVING THE REJECTION OF CERTAIN EXECUTORY CONTRACTS AND (III) GRANTING RELATED RELIEF

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

A hearing will be conducted on this matter on July 26, 2022 at 3:00 p.m. (prevailing Central Time) in Courtroom 400, 4th Floor, 515 Rusk Street, Houston, TX 77002. Participation at the hearing will be permitted by audio and video connection or in-person.

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

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

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

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

Relief Requested

1. By the Motion, the Debtors seek entry of an order, substantially in the form attached hereto (the "Order"), (a) authorizing the Debtors to reject that certain unexpired lease of non-residential real property located at 6535 Millcreek Drive, Mississauga, Ontario and listed on Schedule 1 to the Order (the "Millcreek Lease") effective as of July 31, 2022, (b) authorizing the Debtors to reject those certain executory contracts for services provided by the Debtors at the Millcreek Facility (as defined below) (collectively, including any amendments or modifications thereto, the "Contracts Subject to Rejection") listed on Schedule 1 to the Order effective as of July 31, 2022 and (c) granting related relief, including permitting the Debtors to abandon certain personal property located on the premises associated with the Millcreek Lease (the "Personal Property").

Jurisdiction and Venue

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

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

4. The bases for the relief requested herein are sections 105(a) and 363 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002 and 6004 of the Federal Rules of

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

Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 9013-1 of the Local Bankruptcy Rules for the Southern District of Texas (the "Bankruptcy Local Rules").

Background

5. On April 11, 2022 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. On the Petition Date, the Court entered an order [Docket No. 27] authorizing the procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). On April 25, 2022, an official committee of unsecured creditors (the "Committee") was appointed by the United States Trustee (the "U.S. Trustee") [Docket No. 137].

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

7. The Debtors and their non-Debtor affiliates (collectively, the "Company") provide high availability, cloud-connected infrastructure services built to deliver business resilience to their customers in the event of an unplanned business disruption, ranging from man-made events to natural disasters. As of the Petition Date, the Debtors employed approximately 585 individuals in the United States and Canada and operated 55 facilities (comprising 24 data centers and 31 work

area recovery centers), providing services to approximately 2,001 customers across the United States, the United Kingdom, Canada, Ireland, France, India, Belgium, Luxembourg and Poland. The Company generated approximately $587 million in revenue for fiscal year 2021 and, as of the Petition Date, the Debtors had approximately $424 million in aggregate principal amount of prepetition funded debt obligations.

8. On May 31, 2022, the Court entered the *Order (I) Authorizing and Approving the Rejection of Certain Unexpired Leases of Non-Residential Real Property and (II) Granting Related Relief* (the "Lease Rejection Order") [Docket No. 248].

The Millcreek Lease and the Contracts Subject to Rejection

8. As outlined above, as part of their global businesses, the Debtors are party to a number of non-residential real property leases. Many of these facilities, including the facility associated with the Millcreek Lease (the "Millcreek Facility"), are used to support the Debtors' stressed workplace recovery business. To preserve and maximize the value of their estates for the benefit of all creditors, the Debtors seek to reject the Millcreek Lease effective as of July 31, 2022. Further, in connection with the Millcreek Lease, the Debtors are party to the Contracts Subject to Rejection. Under the Contracts Subject to Rejection, the Debtors provide the counterparties (each, a "Customer") with certain services at the Millcreek Facility. As a result, upon rejection of the Millcreek Lease, the Debtors will be unable to perform their obligations to the Customers under the Contracts Subject to Rejection. Therefore, as an exercise of their business judgment, the Debtors seek to reject the Contracts Subject to Rejection effective as of July 31, 2022.

9. The Debtors have determined in their reasonable business judgment that the Millcreek Lease and the Contracts Subject to Rejection are not integral to the Debtors' chapter 11 efforts and are not otherwise beneficial to the Debtors' estates, while presenting burdensome

liabilities and contractual obligations. The Debtors believe that continuing to operate under the Millcreek Lease and perform under the Contracts Subject to Rejection will negatively affect the Debtors' reorganization, as the associated carrying costs exceed any potential value that could be realized through the Debtors' sale process.

10. In addition, the Debtors seek to abandon, or otherwise transfer to the landlord with such landlord's consent, effective as of July 31, 2022, any personal property that remains as of such date at the Millcreek Facility. In light of the Debtors' efforts to preserve and maximize the value of their estates, and to avoid incurring costs and expenses that are not integral to the Debtors' business operations and their chapter 11 efforts, the relief requested herein is necessary and appropriate.

Basis for Relief

I. Rejection of the Millcreek Lease and Contracts Subject to Rejection Constitutes a Sound Exercise of the Debtors' Reasonable Business Judgment.

11. Bankruptcy Code section 365(a) provides that a debtor in possession, "subject to the court's approval, may . . . reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). "This provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed." *Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (citing *In re Murexco Petroleum, Inc.*, 15 F.3d 60, 62 (5th Cir. 1994)); *see also In re Orion Pictures Corp.*, 4 F.3d 1095, 1098 (2d Cir. 1993) (noting that the purpose of rejecting executory contracts is to permit the debtor in possession to renounce title to and abandon burdensome property).

12. A debtor's rejection of an executory contract or unexpired lease is ordinarily governed by the "business judgment" standard. *See Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985) ("It is well established that 'the question whether a lease

should be rejected . . . is one of business judgment.'") (quoting *Grp. of Institutional Inv'rs v. Chicago, M., St. P. & P. R. Co.*, 318 U.S. 523, 550 (1943)); *see also In re Texas Sheet Metals, Inc.*, 90 B.R. 260, 264 (Bankr. S.D. Tex. 1988) ("The traditional business judgment standard governs the rejection of ordinary executory contracts.").

13. Rejection of an executory contract or an unexpired lease is appropriate where such rejection would benefit the estate. *See In re Pisces Energy, LLC*, No. 09-36591-H5-11, 2009 WL 7227880, at *6 (Bankr. S.D. Tex. Dec. 21, 2009) ("Courts apply the 'business judgment test,' which requires a showing that the proposed course of action will be advantageous to the estate and the decision be based on sound business judgment."); *see also Orion Pictures*, 4 F.3d at 1098-99 (stating that Bankruptcy Code section 365 permits a debtor in possession, subject to court approval, to decide which executory contracts would be beneficial to reject).

14. Upon finding that a debtor exercised its sound business judgment in determining that the rejection of certain contracts or leases is in the best interests of its creditors and all parties in interest, a court should approve the rejection under Bankruptcy Code section 365(a). *See In re Summit Land Co.*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that, absent extraordinary circumstances, court approval of a debtor's decision to assume or reject an executory contract "should be granted as a matter of course").

15. Here, rejection of the Millcreek Lease and the Contracts Subject to Rejection is well within the Debtors' business judgment and is in the best interest of their estates. Eliminating unnecessary costs and obligations is critical to the Debtors' efforts to preserve and maximize the value of their estates and reduce potential administrative expenses in these chapter 11 cases. Specifically, rejecting the Millcreek Lease will result in significant cost savings to the Debtors' estates by reducing the Debtors' annual rent obligations by approximately $360,000 (CAD).

Similarly, servicing the Contracts Subject to Rejection under the Millcreek Lease is burdensome, provides no economic value to the Debtors' estates and is unnecessary to the Debtors' restructuring efforts. As such, any additional resources expended in connection with either the Millcreek Lease or Contracts Subject to Rejection would deplete assets of the Debtors' estates. Thus, rejection is appropriate under the circumstances and reflects the Debtors' sound business judgment.

II. Bankruptcy Code Section 554(a) Authorizes Abandonment of the Abandoned Property.

16. Bankruptcy Code section 554(a) provides that "[a]fter notice and hearing, the trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a). Courts generally give deference to a debtor's decision to abandon property. *See In re Vel Rey Props., Inc.*, 174 B.R. 859, 867 (Bankr. D.D.C. 1994) ("Clearly, the court should give deference to the trustee's judgment in such matters."). Unless the abandonment of the subject property would be harmful to the public, once a debtor has shown that the retention of such property is burdensome or of inconsequential value to the estate, a court should approve the abandonment. *Id.*

17. The Debtors have determined that the cost of removing and storing the Personal Property for future sale exceeds its value. Furthermore, the Debtors have concluded that any further efforts to market the Personal Property in place would delay the Debtors' exit of the subject properties and cause them to incur additional rent obligations. Accordingly, authorizing the Debtors to abandon the Personal Property is in the best interests of the Debtors and their estates.

Reservation of Rights

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

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

Notice

19. The Debtors will provide notice of this Motion to: (a) the U.S. Trustee; (b) counsel for the Committee; (c) the entities listed as holding the 30 largest unsecured claims against the Debtors (on a consolidated basis); (d) counsel for PNC Bank, National Association, as the administrative agent under the Debtors' prepetition revolving credit facility and ABL DIP facility; (e) counsel for Alter Domus Products Corp., as the administrative agent under each of the Debtors' prepetition term loan facilities; (f) counsel for the ad hoc group of term loan lenders and the term loan DIP lenders; (g) counsel for Acquiom Agency Services LLC, as term loan DIP agent under the Debtors' term loan DIP facility; (h) the United States Attorney's Office for the Southern District of Texas; (i) counsel to the Information Officer; (j) the Internal Revenue Service; (k) the United States Securities and Exchange Commission; (l) the Environmental Protection Agency and all similar state environmental agencies for states in which the Debtors conduct business; (m) the

state attorneys general in the states where the Debtors conduct their business operations; (n) counterparties to the Millcreek Lease; (o) counterparties to the Contracts Subject to Rejection; and (p) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no further notice is necessary.

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

Dated: July 1, 2022
Houston, Texas

/s/ *Jennifer F. Wertz*

JACKSON WALKER LLP
Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
Rebecca Blake Chaikin (S.D. Bar No. 3394311)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavenaugh@jw.com
jwertz@jw.com
rchaikin@jw.com

Co-Counsel to the Debtors and Debtors in Possession

AKIN GUMP STRAUSS HAUER & FELD LLP
Philip C. Dublin (admitted *pro hac vice*)
Meredith A. Lahaie (admitted *pro hac vice*)
Matthew D. Friedrick (admitted *pro hac vice*)
One Bryant Park
New York, New York 10036
Telephone: (212) 872-1000
Facsimile: (212) 872-1002
Email: pdublin@akingump.com
mlahaie@akingump.com
mfriedrick@akingump.com

-and-

AKIN GUMP STRAUSS HAUER & FELD LLP
Marty L. Brimmage, Jr. (TX Bar No. 00793386)
Lacy M. Lawrence (TX Bar No. 24055913)
Zach D. Lanier (admitted *pro hac vice*)
2300 N. Field Street, Suite 1800
Dallas, Texas 75201
Telephone: (214) 969-2800
Facsimile: (214) 969-4343
Email: mbrimmage@akingump.com
llawrence@akingump.com
zlanier@akingump.com

Co-Counsel to the Debtors and Debtors in Possession

Certificate of Service

I certify that on July 1, 2022, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ *Jennifer F. Wertz*
Jennifer F. Wertz

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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

ORDER (I) AUTHORIZING AND APPROVING THE REJECTION OF AN UNEXPIRED LEASE OF NON-RESIDENTIAL REAL PROPERTY, (II) AUTHORIZING AND APPROVING THE REJECTION OF CERTAIN EXECUTORY CONTRACTS AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") granting the Debtors authority to (a) reject an unexpired lease of non-residential real property (the "Millcreek Lease"), listed on Schedule 1 attached to this Order and effective as of July 31, 2022, (b) reject those certain executory contracts (collectively, the "Contracts Subject to Rejection") listed on Schedule 1 attached to this Order and effective as of July 31, 2022 and (c) abandon certain personal property (the "Personal Property") located at the premises of the Millcreek Lease, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and

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

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due, sufficient, and proper notice of the Motion having been provided under the circumstances and in accordance with the Bankruptcy Rules and the Bankruptcy Local Rules, and it appearing that no other or further notice need be provided; and upon consideration of the Motion and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, their stakeholders and all other parties in interest, and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, IT IS HEREBY ORDERED THAT:

1. The Millcreek Lease and the Contracts Subject to Rejection, listed on Schedule 1 attached hereto, are rejected under Bankruptcy Code section 365 effective as of July 31, 2022.

2. The Debtors are authorized to (a) abandon or (b) with the consent of the counterparty of the Millcreek Lease (the "Millcreek Landlord"), transfer ownership to such counterparty, provided that the Millcreek Landlord shall not have any administrative claims under the Bankruptcy Code in connection with such a transfer, any Personal Property located at the premises identified on Schedule 1 hereto free and clear of all liens, claims, encumbrances, interests and rights of third parties to the maximum extent allowed by Bankruptcy Code section 363(f). The Millcreek Landlord may dispose of such Personal Property without further notice to any party claiming an interest in such abandoned Personal Property.

3. The Millcreek Landlord and the counterparties to the Contracts Subject to Rejection must file proofs of claim, if at all, on or before the date that is thirty (30) days after the entry of this Order, or else be forever barred.

4. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, priority of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to Bankruptcy Code section 365, except for the rejection of the Millcreek Lease and the Contracts Subject to Rejection; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of any claims that the Debtors may have against the Millcreek Landlord or counterparties to the Contracts Subject to Rejection, whether or not claims arise under, are related to the rejection of, or are independent of the Millcreek Lease or the Contracts Subject to Rejection.

5. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion.

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

7. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6006.

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

Houston, Texas
Dated: _____, 2022

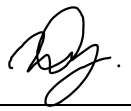
DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Schedule 1

Lease and Contracts to Be Rejected

No.	Non-Debtor Counterparty	Counterparty Address	Debtor Counterparty	Facility/ Contract Type	Location Address (if lease)	Rejection Effective Date	Abandoned Personal Property (if lease)
1	LCPF Realty, Inc.	22 Adelaide Street West 26th Floor Bay Adelaide East Tower Toronto, Ontario M5H 4E3	Sungard Availability Services (Canada) LTD	Workplace Recovery	6535 Millcreek Drive, Mississauga, Ontario	July 31, 2022	Miscellaneous FF&E
2	State Street Trust Company Canada	30 Adeaide Street East, Suite 1100, Toronto, ON M5C 3G6	Sungard Availability Services (Canada) LTD	Workplace Recovery Services	N/A	July 31, 2022	N/A
3	Fidelity Investments Canada ULC	483 Bay Street, Suite 300 Toronto, Ontario M5G 2N7	Sungard Availability Services (Canada) LTD	Workplace Recovery Services	N/A	July 31, 2022	N/A

This is Exhibit **"B"** referred to in the Affidavit of Michael K. Robinson sworn before me on July 21, 2022 by videoconference in accordance with O. Reg 431/20.



Commissioner for Taking Affidavits (or as may be)

Commissioner Name: William Onyeaju
LSO#: 81919E

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

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

AFFIDAVIT OF MICHAEL K. ROBINSON
(sworn July 12, 2022)

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

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

[1] "**Debtors**" means the following entities that are "debtors" in the Chapter 11 Cases: InFlow LLC; Sungard AS New Holdings, LLC; Sungard AS New Holdings II, LLC; Sungard AS New Holdings III, LLC; Sungard Availability Network Solutions Inc.; Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuité des Affaires (Canada) Ltée; Sungard Availability Services Holdings (Canada), Inc.; Sungard Availability Services Holdings (Europe), Inc.; Sungard Availability Services Holdings, LLC; Sungard Availability Services Technology, LLC; Sungard Availability Services, LP; and Sungard Availability Services, Ltd.

2. As a result of my tenure with the Company, my review of public and non-public documents, and my discussions with other senior executives, I am generally familiar with the Company's businesses, financial condition, day-to-day operations, and books and records, and, as such, have knowledge of the matters contained in this affidavit. Where I do not possess such personal knowledge, I have stated the source of my information and, in all such cases, believe the information to be true. In preparing this affidavit, I have consulted with legal, financial and other advisors to the Company, and other members of the senior management of the Company.

3. I swear this affidavit in support of the motion filed by Sungard AS Canada in its capacity as foreign representative of itself (the "**Foreign Representative**") for relief pursuant to Part IV of the *Companies' Creditors Arrangement Act* R.S.C., 1985, c. C-36, as amended (the "**CCAA**"), including an order recognizing and giving full force and effect in all provinces and territories of Canada, pursuant to Section 49 of the CCAA, to the orders described below that the Debtors are seeking to obtain from the United States Bankruptcy Court for the Southern District of Texas (the "**U.S. Bankruptcy Court**") as described below, in the cases (the "**Chapter 11 Cases**") commenced by the Debtors under Chapter 11, title 11 of the United States Code (the "**Bankruptcy Code**"). This affidavit supplements my Affidavit sworn on June 23, 2022.

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

(a) *Order (I) Approving the Debtors' Key Employee Retention Program, (II) Authorizing the Debtors to Honor and Pay Certain Compensation Obligations, and (III) Granting Related Relief*, (the "**KERP Order**"). A copy of the Debtors' emergency motion (the "**Initial KERP Motion**"), including the original form of proposed order, is attached hereto as **Exhibit "A".** A copy of the supplement to the Initial KERP Motion (the "**Supplement**" and collectively with the Initial KERP Motion, the "**KERP**

Motion") and the revised proposed form of order is attached hereto as **Exhibit "B"**; and

(b) *Order (I) Approving Omnibus Claims Objection Procedures and (II) Authorizing the Debtors to File Substantive Omnibus Objections to Claims Pursuant to Bankruptcy Rule 3007* (the "**Omnibus Objection Procedures Order**"). A copy of the Debtors' motion (the "**Omnibus Procedures Motion**"), including the proposed Omnibus Objection Procedures Order, is attached hereto as **Exhibit "C"**.

5. The Foreign Representative has also served a motion record in support of recognition of the Disclosure Statement Order (as defined below), including an affidavit I swore on June 23, 2022, which motion was originally returnable on July 7, 2022. As further detailed below, due to an adjournment in the Chapter 11 Cases, that motion did not proceed on July 7, 2022 and will be rescheduled for a date following the hearing in the U.S. Bankruptcy Court currently scheduled for August 3, 2022.

6. Unless otherwise indicated, capitalized terms used and not defined in this affidavit have the meaning given to them in my affidavit sworn April 11, 2022 (the "**Initial Affidavit**"), or the KERP Motion, as applicable.

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

OVERVIEW

A. The Company and Sungard AS Canada

8. The Company provides high availability, cloud-connected infrastructure services built to deliver business resilience to its customers in the event of an unplanned business disruption, ranging from man-made events to natural disasters. As of the Petition Date (defined below), the Debtors employed approximately 585 individuals in the United States and Canada, operated 52 facilities (comprising 24 data centers and 28 work area recovery centers) and provided services to approximately 2,000 customers across the United States, the United Kingdom, Canada, Ireland, France, India, Belgium, Luxembourg, and Poland. The Company generated approximately US$587 million in revenue for fiscal year 2021 and, as of the Petition Date, the Debtors had approximately US$424 million in aggregate principal amount of prepetition funded debt obligations.

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

B. Procedural Background

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

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

12. On April 12, 2022, the U.S. Bankruptcy Court entered various orders in the Chapter 11 Cases, including (a) an order authorizing Sungard AS Canada to act as the Foreign Representative of itself and the other Debtors in any proceedings in Canada and (b) the Wages Order.[2]

13. On April 14, 2022, the Court entered an Initial Recognition Order, among other things, (a) recognizing Sungard AS Canada as the Foreign Representative of itself and the other Debtors in respect of these Chapter 11 Cases; (b) recognizing the United States of America as the centre of main interests for Sungard AS Canada; and (c) recognizing Sungard AS Canada's Chapter 11 Case as a "foreign main proceeding". The Court also granted a Supplemental Order, among other things, (a) recognizing certain orders entered by the U.S. Bankruptcy Court in the Chapter 11 Cases including the Wages Order; (b) granting the DIP Agents' Charge and the Administration Charge; and (c) appointing Alvarez & Marsal Canada Inc. as the Information Officer in the Canadian Proceedings.

14. Since granting the Initial Recognition Order and Supplemental Order, the Court has granted orders recognizing and giving full force and effect in all provinces and territories of

[2] The "Wages Order" means the order entered by the U.S. Bankruptcy Court approving the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing, But Not Directing, Debtors to (A) Pay Prepetition Employee Wages, Salaries, Other Compensation and Reimbursable Employee Expenses and (B) Continue Compensation and Benefits Programs and (II) Granting Related Relief* (such motion, the "**Wages Motion**").

Canada to additional orders from the U.S. Bankruptcy Court, as requested by the Foreign Representative, including, among others:

(a) *Order (I)(A) Approving Bidding Procedures for the Sale of The Debtors' Assets, (B) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (C) Approving Assumption and Assignment Procedures and (D) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* (the "**Bidding Procedures Order**"); and

(b) *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form and Manner for Filing Proofs of Claim, Including 503(b)(9) Requests, and (IV) Approving Notice of Bar Dates* (the "**Bar Date Order**").

15. On June 23, 2022, I swore an affidavit in support of the Foreign Representative's motion (the "**Disclosure Statement Motion**") for recognition of the *Order (I) Conditionally Approving the Disclosure Statement; (II) Approving the Combined Hearing Notice; (III) Approving the Solicitation and Notice Procedures; (IV) Approving the Forms of Ballots and Notices; (V) Approving Certain Dates and Deadlines in Connection with the Solicitation and Confirmation of the Plan and (VI) Scheduling a Combined Hearing on (A) Final Approval of the Disclosure Statement and (B) Confirmation of the Plan* (the "**Disclosure Statement Order**"), if granted by the U.S. Bankruptcy Court. The motion before this Court was scheduled for July 7, 2022.

16. On June 24, 2022, the Debtors filed the Omnibus Objection Procedures Motion with the U.S. Bankruptcy Court but did not set the motion for hearing. The Omnibus Objection Procedures Order will be granted without a hearing unless objections are filed by July 15, 2022 or the U.S. Bankruptcy Court determines that a hearing is required.

17. On June 29, 2022, the Debtors filed the Initial KERP Motion with the U.S. Bankruptcy Court, seeking entry of the KERP Order on an emergency basis. Objections may be filed with the U.S. Bankruptcy Court until the hearing scheduled for July 13, 2022.

18. Also on June 29, 2022, the Debtors announced that the hearing before the U.S. Bankruptcy Court on the Disclosure Statement Motion would be adjourned to July 13, 2022 and that the Disclosure Statement Motion would be heard concurrently with the Initial KERP Motion and a motion to approve a sale of the Debtors' assets (which was previously scheduled for July 14, 2022) pursuant to the Bidding Procedures Order (the "**Sale Motion**").

19. On July 8, 2022, the Debtors filed a notice with the U.S. Bankruptcy Court, announcing the adjournment of the Disclosure Statement Motion and the Sale Motion to August 3, 2022. A copy of the notice is attached hereto as **Exhibit "D"**. In light of the adjournment of these motions before the U.S. Bankruptcy Court, I understand that counsel to the Foreign Representative is in the process of seeking to reschedule the hearing of a motion before the Canadian Court to seek recognition of those orders if granted by the US. Bankruptcy Court.

20. On July 11, 2022 the Debtors filed the *Supplement to the Debtors' Emergency Motion For Entry of An Order (I) Approving the Debtors' Key Employee Retention Program, (II) Authorizing the Debtors to Honor and Pay Certain Compensation Obligations, and (III) Granting Related Relief* with the U.S. Bankruptcy Court which details certain modifications to the Initial KERP Motion and provides a revised proposed form of order.

21. The Foreign Representative is serving this affidavit in support of its motion to seek recognition of the KERP Order and the Omnibus Objection Procedures Order at the hearing before this Court scheduled for July 19, 2022. If the orders are entered by the U.S. Bankruptcy Court, copies of the entered orders will be provided to the Court before the hearing. To the extent that there are any changes to the proposed orders or the schedule of hearings in advance of the July 19, 2022 hearing, the Foreign Representative or the Information Officer will advise the Court and the service list.

II. RECOGNITION OF THE KERP ORDER

A. Background

22. The Company's highly skilled and dedicated workforce is a cornerstone of its business. Certain members of the Company's workforce, including cloud engineers, recovery service experts and other technically skilled employees, together with employees who provide operational support, are key to the Company's future success and the Debtors' emergence from the Chapter 11 Cases. Retaining the Company's key employees is essential to achieving strong results in the face of industry-wide challenges, allaying concerns of employment uncertainty created by the restructuring, and maximizing the value of the Debtors' estates for the benefit of all stakeholders.

23. The Company has seen a spike in voluntary attrition, particularly in India and North America, where attrition has jumped 28% and 13%, respectively, since 2019. The Company's employees may be motivated to leave their employment during the pendency of the Chapter 11 Cases due to, among other things, the appearance of uncertainty created by the Debtors' ongoing restructuring efforts, as well as macroeconomic factors including inflation, strong job markets, and high demand for individuals with technical skills in the information technology sector. As set out in the Supplement, 109 Company employees tendered their resignation in the two-month period beginning May 1, 2022. A further jump in attrition could jeopardize the Debtors' ability to

implement the restructuring contemplated by the Debtors' restructuring support agreement (the "**Restructuring Support Agreement**") as well as support customers and retain revenue. Accordingly, the Company cannot afford to lose key employees at this critical time.

24. By implementing a key employee retention program (the "**KERP**")[3] for key non-insider employees (each, a "**KERP Participant**" and, collectively, the "**KERP Participants**"), the Debtors are seeking to mitigate continued loss of employees to competing employers who are able to offer job security that a company in insolvency proceedings cannot match. Additional resignations among the Company's workforce, including among its sales force, would significantly hamper operations and jeopardize the success of the ongoing sale process. In addition, it is extremely unlikely that the Company would be able to find and attract qualified replacements during the critical period leading up to any sale process. As set out in the KERP Motion, the relief sought is focused on "non-insider" employees as defined in the Bankruptcy Code.

25. The KERP Participants perform a variety of important business functions that are vital to the Debtors' ability to preserve stakeholder value. Unless compensation, designed to motivate employees to remain with the Company through the Debtors' restructuring process, is provided, employee attrition could result in costly disruptions to the Company's ability to operate and the Debtors' ability to consummate the transactions contemplated by the Restructuring Support Agreement and their recently filed plan in the Chapter 11 Cases. The KERP increases the likelihood that KERP Participants will be properly motivated to remain with the Company during the restructuring process, thereby preserving value for the Debtors, their estates, their creditors, and other stakeholders.

[3] The KERP described in this affidavit reflects the modifications to the KERP contained in the Supplement. The Debtors have determined that the limited changes set out in the Supplement are appropriate to prevent further attrition.

26. The Debtors' together with their advisors (including compensation consultants from FTI Consulting, Inc. ("**FTI**")) worked diligently to (a) develop a retention program to offer competitive, fair compensation that would motivate the KERP Participants to remain with the Company during the pendency of the Debtors' restructuring and (b) complete a detailed selection process which contemplates approximately 115 KERP Participants. The majority of the KERP Participants are in the U.S., but the KERP includes other Company employees worldwide, including employees in Canada and a number of individuals who are employed by foreign non-Debtor entities but who nevertheless provide critical services to the Debtors and their estates.[4]

27. The aggregate maximum cost of the KERP is US$4 million (the "**KERP Budget**"). The amount that a KERP Participant may receive under the KERP (a "**Proposed KERP Payment**") is primarily based on a percentage of the applicable employee's base salary. In addition to base salary, the Company considered the following in determining the Proposed KERP Payment: (i) technical skill set, (ii) managerial function and (iii) cost of replacing such skill set. The average Proposed KERP Payment is approximately US$35,000 and an average of 24% of each such employee's base salary, representing an amount ranging from approximately 9-100% of each employee's current base salary.

28. In addition to seeking approval of the KERP, pursuant to the KERP Motion, the Debtors seek authority to honour and/or modify certain compensation obligations to preserve and reinforce employee retention and morale. Satisfying and/or modifying such compensation obligations on the terms and in the manner set forth in the KERP Motion and described below will assist the Debtors in maximizing the value of their business and their revenues, and minimizing the adverse effect of the Chapter 11 Cases on the Debtors' ongoing business operations.

[4] As described in the KERP Motion, 35 of the KERP Participants are employed by non-Debtor entities, but none of those individuals are in Canada.

29. The Debtors' workforce and existing compensation programs are further described in my Initial Affidavit and the Wages Motion attached to the Affidavit of Stephanie Fernandes sworn April 11, 2022 – each of which were filed in support of the application heard on April 14, 2022.

B. Key Terms of the KERP

30. The terms of each Proposed KERP Payment and participation in the KERP will be governed by the applicable letter agreement by and between the KERP Participant and the applicable Debtor or non-Debtor (the "**KERP Agreement**"). The key terms of the KERP are as follows:[5]

(a) ***Vesting***. All of the Proposed KERP Payments vest only upon a KERP Participant's continued employment with a Debtor or non-Debtor, as applicable, other than in the case of a Qualifying Termination (as defined below), through the earlier to occur of: (1) March 31, 2023 and (2) 90 days following the Debtors' emergence from the Chapter 11 Cases (the "**KERP Vesting Date**"). Subject to continued employment with the applicable Debtor or a non-Debtor through the KERP Vesting Date, the Proposed KERP Payments will be made in cash shortly after the occurrence of the applicable KERP Vesting Date, except in certain circumstances detailed in the KERP Motion.

(b) ***Termination of Employment by the Company***. Subject to certain exceptions, if a KERP Participant's employment with the applicable Debtor or non-Debtor is terminated on or before the KERP Vesting Date by the applicable Debtor or non-Debtor for any reason other than a disqualifying reason (such as a conviction of a felony) (each, a "**Qualifying Termination**"), the Proposed KERP Payment will fully

[5] The terms of the KERP are explained in further detail in the KERP Motion. To the extent of any conflict between this summary of the KERP Motion, the terms in the KERP Motion shall control.

vest and be paid to such KERP Participant in cash shortly after the occurrence of the Qualifying Termination, provided the KERP Participant timely executes and delivers a general release of claims in favour of the Company (and, if applicable, a purchaser of the relevant Debtor's assets (a "**Purchaser**")) (the "**Release Condition**"). The KERP Participant will also be eligible, if applicable and upon the Release Condition, to be paid certain severance obligations under the Company's approved severance program.

(c) ***Termination of Employment by a KERP Participant***. If, prior to the KERP Vesting Date, a KERP Participant resigns for any reason, then, except as a result of not receiving a Comparable Offer[6] of employment with a Purchaser prior to the KERP Vesting Date, such KERP Participant's Proposed KERP Payment will be forfeited.

(d) ***Asset Sale***. As described in more detail at paragraph 16(c) of the Initial KERP Motion, in the event that a sale of relevant Debtor assets is consummated, which results in the change of a KERP Participant's employer or a termination of such KERP Participant's employment (an "**Asset Sale**"), prior to the KERP Vesting Date, the Proposed KERP Payment may or may not become vested upon the consummation of such Asset Sale and payable to the KERP Participant shortly thereafter depending on, among other things, (y) whether the Purchaser (i) expressly assumes the applicable KERP Agreement and/or (ii) makes the KERP Participant an offer of employment that is a Comparable Offer; and (z) whether the KERP Participant accepts the Comparable Offer of employment from the Purchaser. For certainty, if a KERP Participant continues employment with the

[6] "**Comparable Offer**" means the receipt of an offer of employment with a Purchaser that provides the KERP Participant with (a) a comparable title and reporting relationship, (b) comparable compensation and benefits and (c) no relocation required.

Company after a sale of Debtor assets, such KERP Participant would be eligible to receive a Proposed KERP Payment on the normal payment schedule.

(e) ***Re-Allocation of Proposed KERP Payments***. The Chief Executive Officer and President of each of the Debtors, in his discretion, may (i) re-grant any Proposed KERP Payments that are forfeited by KERP Participants to other key non-insider employees; and (ii) grant Proposed KERP Payments to new KERP Participants using any remaining, unallocated KERP Budget in a similar manner and pursuant to the same terms and conditions set forth in the KERP Agreements, consistent with the retention goals of the KERP.

31. Based on certain analysis prepared by FTI and in consultation with FTI and the Company's other advisors, I understand that the KERP's estimated total cost and average award per eligible employee is similar to retention programs proposed and approved at similarly situated companies in chapter 11. Canadian KERP Participants are eligible for equivalent treatment under the KERP as compared to KERP Participants based in the United States.

32. The term loan DIP lenders and the ad hoc group of term loan lenders support the relief sought on the KERP Motion. In addition, the Debtors previewed the relief sought in the KERP Motion with the Creditors' Committee and the Office of the United States Trustee prior to filing the KERP Motion with the U.S. Bankruptcy Court. The Information Officer was also provided with information regarding the Initial KERP Motion and the Supplement before they were filed.

C. Modified Sales Commission Program and Compensation Obligations

33. As described above, pursuant to the KERP Motion, the Debtors also seek authority to (i) modify the compensation structure under the Company's existing sales commission program to allow for non-recoverable draws against future target commissions (the "**Modified Sales Commission Program**") and (ii) pay prepetition amounts owed on account of certain overdue

sales commissions, project-based retention agreements entered into before the Petition Date and non-insider severance obligations (collectively, the "**Compensation Obligations**") as follows:

Relief Sought	Approximate Amount
Overdue Sales Commissions[7]	US$29,447
Project-Based Retention Agreements[8]	US$32,500
Prepetition Severance Obligations[9]	US$300,000
Total	**US$361,947**

34. The Modified Sales Commission Program would provide eligible members of the Company's Sales Force (as defined below) with a "non-recoverable draw"[10] against their target commissions during the pendency of the Chapter 11 Cases and for two months following emergence. The effective date of the Modified Sales Commission Program will be retroactive to May 1, 2022. The Debtors estimate that they will pay an additional US$154,000 per month in the aggregate during the pendency of the Chapter 11 Cases on account of the Modified Sales Commission Program. These amounts are not incremental to the 13-week cash forecast included in the Approved Budget (as defined in the DIP Order) but modify the timing of payments that would otherwise be paid at a later date, assuming relevant targets are met. There are a small number of Canadian employees eligible for the Modified Sales Commission Program.

35. Absent the Modified Sales Commission Program and payment of the Compensation Obligations, the Debtors believe that employees, including the Company's dedicated sales force

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7 Due to an administrative error, an employee in the United States is owed US$29,447.79 in unpaid commissions earned prior to the Petition Date and the Debtors are therefore requesting U.S. Bankruptcy Court authority to pay such delinquent commissions in a lump sum on the next regularly scheduled payroll date following entry of the KERP Order.

8 These agreements were entered into to retain and incentivize certain employees to complete certain significant projects. The Debtors are seeking U.S. Bankruptcy Court authority to pay amounts due under these agreements as they come due in the ordinary course. No Canadian employees are party to these project-based agreements.

9 This amount relates to amounts owed to twelve former non-insider employees of the Debtors, including one Canadian employee, eligible for the severance program historically maintained by the Debtors. The Debtors are requesting U.S. Bankruptcy Court authority to pay these amounts in the ordinary course and pursuant to the terms and conditions of the severance program.

10 A "non-recoverable draw" is a type of draw against commission that once paid is not recoverable by employers or offset by commissions earned in the future.

which is required to sustain and expand its customer base and execute renewals, may become demoralized and then elect to seek alternative employment opportunities. The Debtors therefore believe that the Modified Sales Commission Program and payment of the Compensation Obligations is a necessary and critical element of the Debtors' efforts to preserve value.

III. Recognition of the Omnibus Objection Procedures Order

A. Background

36. On May 11, 2022, the U.S. Bankruptcy Court entered the Bar Date Order, which established June 22, 2022 as the deadline for non-governmental units to file proofs of claim (the "**General Bar Date**") and October 10, 2022 as the deadline by which governmental units and must file proofs of claim (the "**Governmental Bar Date**" and, collectively with the General Bar Date, the "**Bar Dates**"). On May 16, 2022, Justice Conway granted an order recognizing and giving full force and effect to the Bar Date Order in Canada.

37. At this time, the Debtors and their advisors anticipate that claims will be filed or scheduled[11] in the approximate aggregate amount of over US$135 million. By the General Bar Date, the Debtors received 342 proofs of claim, for a total of 940 scheduled or filed claims. The Debtors expect a significant number of proofs of claim will need to be reconciled. The Debtors anticipate that claims will fall into several broad categories, including unpaid trade vendor balances, lease rejection damages, other contract-related claims, tax claims, and pending litigation.

38. Pursuant to the United States Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the Debtors may only assert omnibus objections on certain enumerated grounds

[11] In the Chapter 11 Cases, the Debtors have filed schedules which list the Debtors' estimates of the claims outstanding. Claimants who were listed in the schedules and do not dispute the amount or classification were not required to file proofs of claim.

(including, among other things, duplication, amendment by a later claim, and timeliness) absent further order of the court. The relief requested in the Omnibus Claims Procedures Motion provides a framework for objecting to multiple claims in omnibus objections to avoid the need to prepare and file hundreds of claim objections on identical grounds and expands the grounds on which the Debtors may object to claims in the omnibus format. In addition to the grounds set out in the Bankruptcy Rules, pursuant to the Omnibus Objection Procedures Order the Debtors will also be permitted to file omnibus objections on the grounds that the claims:

(a) fail to specify the asserted claim amount (or only list the claim amount as "unliquidated");

(b) seek recovery of amounts for which the Debtors are not liable;

(c) are satisfied by payment in full or in part on account of such claim from a party that is not a debtor, including one or more of the Debtors' insurers;

(d) are incorrectly or improperly classified;

(e) are filed against non-Debtors, the incorrect Debtor, or multiple Debtors;

(f) fail to specify a Debtor against which the claim is asserted;

(g) are disallowed or subordinated to all claims senior to or equal to the asserted claim arising out of the purchase or sale of a security of the Debtor or affiliate pursuant to section 510(b) of the Bankruptcy Code;

(h) are disallowed pursuant to, or asserted in an amount, priority, or on terms that are otherwise inconsistent with, the plan of reorganization; or

(i) have not been timely filed by parties to prepetition litigation with the Debtors.

39. The Debtors will retain the right to object to claims on other grounds on an individual basis.

40. The Debtors are seeking the U.S. Bankruptcy Court's approval of the omnibus claims objection procedures to address expeditiously the disputed claims and facilitate consummation of the plan of reorganization and distributions to creditors. The Debtors may need to file objections to certain claims in a short time frame (a) to fix voting rights of disputed claims by the deadline set forth in the solicitation procedures and (b) to provide potential bidders with greater clarity as to the potential claims pool and create a more transparent auction process.

B. Proposed Objection Procedures

41. The proposed objection procedures are attached to the Omnibus Objection Procedures Order at Exhibit 1 (the "**Objection Procedures**").[12] The Objection Procedures describe the key aspects of the proposed omnibus claims objection process, including, among other things:

(a) the form of omnibus objection (each, an "**Omnibus Objection**") to be filed by the Debtors, including the fact that claimants will be listed alphabetically on the schedule(s) attached to the proposed order on each Omnibus Objection;

(b) the grounds for Omnibus Objections, which include both the grounds explicitly provided for the Bankruptcy Rules and additional grounds enumerated in the Objection Procedures;

(c) the supporting documentation required, which will include an affidavit from a person with knowledge of the grounds for objection;

(d) the exhibits to be attached to the Omnibus Objections, including a list of the claims subject to the objection, the claim amount and number (if applicable), the grounds

[12] In the event of any discrepancy between this summary and the Objection Procedures, the Objection Procedures shall control.

for the objection and other information such as a proposed revised amount or classification;

(e) the form of the notice that will be provided to affected creditors (the "**Objection Notice**") that will:

(i) describe the basic nature of the objection;

(ii) inform creditors how to file a written response to the objection and the applicable response deadline;

(iii) identify the hearing date, if applicable, and information on how to participate; and

(iv) describe how copies of proofs of claim, the Omnibus Objection, and other pleadings filed in the Chapter 11 Cases may be obtained;

(f) where reasonably available, the information necessary for affected creditors to attempt to resolve the objection to their claim and/or file a formal response thereto, and the implications of failing to timely resolve or respond to an objection;

(g) information relating to withdrawing a claimant's proof of claim; and

(h) information relating to hearings on Omnibus Objections.

42. The Objection Procedures also permit the Debtors to use a provision of the United States Federal Rules of Civil Procedure, in a form modified for the Debtors' cases, that provides that the Debtors may serve on an opposing party (in the Debtors' cases, a claimant) (the "**Offeree**") an offer of judgment on the specified terms. Under the Rule, if the offer is rejected and the ultimate judgment is less favorable to the Offeree than the unaccepted offer, the Offeree must pay the costs incurred after the date the offer was made. Under the Objection Procedures, only the

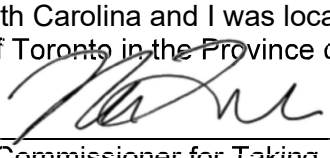
Debtors may make an offer of judgment, but the Debtors are permitted to seek reimbursement of costs by the Offeree by filing a motion with the U.S. Bankruptcy Court, rather than automatically require payment by the Offeree. The Debtors intend to utilize this provision only against claimants who are represented by counsel. The Debtors believe that this process will incentivize efficient negotiation and settlement of claims.

43. The Objection Procedures also provide that the ad hoc group of term loan lenders has consent rights with respect to any claim settlement over US$100,000.

IV. CONCLUSION

44. I believe the relief sought on this motion is critical to enabling the Debtors to operate within their insolvency proceedings with minimal disruptions to their business or loss of productivity or value and is vital to the Debtors and Sungard AS Canada being able to maximize value for the benefit of their estates and successfully emerge from insolvency proceedings.

SWORN BEFORE ME by video conference on this 12th day of July, 2022. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath of Declaration Remotely. The affiant was located in the City of Charlotte, in the state of North Carolina and I was located in the City of Toronto in the Province of Ontario.



A Commissioner for Taking Affidavits
(or as may be)

Commissioner Name: Natalie Levine
LSO# 64908K

Michael K. Robinson

This is Exhibit **"A"** referred to in the Affidavit of Michael K. Robinson sworn before me on July 12, 2022 by videoconference in accordance with O. Reg 431/20.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Natalie Levine
LSO# 64908K

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

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

DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN ORDER (I) APPROVING THE DEBTORS' KEY EMPLOYEE RETENTION PROGRAM, (II) AUTHORIZING THE DEBTORS TO HONOR AND PAY CERTAIN COMPENSATION OBLIGATIONS, AND (III) GRANTING RELATED RELIEF

Emergency relief has been requested. Relief is requested not later than July 14, 2022.

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

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

Relief Requested

1. By the Motion, the Debtors seek entry of an order, substantially in the form attached hereto (the "Order"): (i) approving the proposed key employee retention program (the "KERP")

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

and (ii) authorizing the Debtors to honor and pay certain Compensation Obligations (as defined herein).

Preliminary Statement

2. Without question, the most important asset that the Debtors and their non-Debtor global affiliates (collectively, the "Company") have is their highly skilled and dedicated workforce. Certain members of the Company's workforce, including cloud engineers, recovery service experts and other technically skilled employees, together with the employees who provide support to the Company's operations, are key to the Company's future success and the Debtors' emergence from these chapter 11 cases. Retaining the Company's key non-insider employees is essential to achieving strong results in the face of industry-wide challenges, allaying concerns of employment uncertainty created by the restructuring and to maximizing the value of the Debtors' estates for the benefit of all stakeholders. Moreover, the Company has seen a spike in voluntary attrition, particularly in India and North America, where such attrition has jumped 28% and 13%, respectively, since 2019. A further jump in attrition could jeopardize the Debtors' ability to implement the restructuring contemplated by the Debtors' restructuring support agreement (the "RSA") as well as support customers and retain revenue, and the Company cannot afford to lose key employees at this critical time.

3. By implementing a retention-based program for key non-insider employees (each, a "KERP Participant" and, collectively, the "KERP Participants"), the Debtors are seeking to mitigate the continued loss of employees to competing employers able to offer job security that a company in chapter 11 cannot match. Additional defections among the Company's workforce, including among its sales force, would significantly hamper operations and jeopardize the success of the ongoing sale process. Moreover, it is extremely unlikely that the Company would be able to find and attract qualified replacements during the critical period leading up to any sale process.

The Debtors must retain employees who are highly skilled, trained and thereby integral to the Debtors' ongoing business operations in order to preserve and maximize value during these chapter 11 cases, whether through consummation of one or more sale transactions and/or implementation of a plan of reorganization. Therefore, the Debtors believe that the KERP is necessary to stabilize their businesses and preserve enterprise value, and is carefully constructed to address the unique composition of the Company's workforce and offer appropriate retention awards to the KERP Participants.

4. As described further herein, the KERP provides for payment of cash awards to approximately 121 key employees, 77 of whom are employed by a Debtor entity and 44 of whom are employed by an affiliated non-Debtor entity which supports a Debtor entity or contributes to the overall value of the Company. Amounts due under the KERP would become payable upon the earlier of (i) March 31, 2023, (ii) 90 days after the Debtors' emergence from chapter 11 or (iii) upon a Qualifying Termination (as defined herein). The aggregate maximum cost of the KERP is $4 million. Further, no KERP Participant is an insider (as defined in the Bankruptcy Code).

5. In addition to seeking approval of the KERP, the Debtors seek authority to honor and/or modify certain compensation obligations in order to preserve and fortify employee retention and morale. Specifically, the Debtors seek authority to (i) modify the compensation structure under the Sales Commission Program to allow for non-recoverable draws against future target commissions (as explained further herein) and (ii) pay prepetition amounts owed on account of certain overdue sales commissions, project-based retention agreements and non-insider severance obligations (collectively, the "Compensation Obligations") as set forth in the chart below:

Relief Sought	Approximate Amount
Overdue Sales Commissions[2]	$29,447
Project-Based Retention Agreements	$32,500
Prepetition Severance Obligations	$300,000
TOTAL	$361,947

Jurisdiction and Venue

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

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

8. The bases for the relief requested herein are sections 105(a), 363(b) and 503(c) of title 11 of the United States Code (the "Bankruptcy Code") and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

Background

9. On April 11, 2022 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. On April 25, 2022, the Office of the United States Trustee for the Southern District of Texas (the "U.S. Trustee") appointed an official committee of unsecured creditors [Docket No. 137] (the "Creditors' Committee"). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

[2] Due to an administrative error, an employee is owed $29,447.79 in unpaid commissions earned prior to the Petition Date and the Debtors therefore request authorization to pay such delinquent commissions in a lump sum on the next regularly scheduled payroll date following entry of the Order.

10. A detailed description of the Debtors' businesses, capital structure and the events leading to the commencement of these chapter 11 cases is set forth in the Declaration of Michael K. Robinson, Chief Executive Officer and President of the Debtors, in Support of Chapter 11 Petitions and First Day Pleadings [Docket No. 7] (the "First Day Declaration"), incorporated herein by reference.

11. On April 12, 2022, the Court entered an order approving the Debtors' Emergency Motion for Entry of an Order (I) Authorizing, But Not Directing, Debtors to (A) Pay Prepetition Employee Wages, Salaries, Other Compensation and Reimbursable Employee Expenses and (B) Continue Compensation and Benefits Programs and (II) Granting Related Relief [Docket No. 9] (the "Wages Motion").[3]

The KERP

12. Certain Debtor and non-Debtor employees may be motivated to leave their employment during the pendency of these chapter 11 cases due to, among other things, the appearance of uncertainty created by the Debtors' ongoing restructuring efforts, as well as macroeconomic factors including inflation, strong job markets and high demand for individuals with technical skills in the information technology sector. The KERP Participants perform a variety of important business functions that are vital to the Debtors' ability to preserve and enhance stakeholder value.[4] Many of the KERP Participants have developed valuable institutional knowledge regarding the Company's business operations that would be difficult and expensive to

[3] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the First Day Declaration or the Wages Motion, as applicable.

[4] The KERP Participants include 44 employees who are employed by non-Debtor entities. The non-Debtor employees included in the KERP provide critical support to the Debtors' business operations and/or support the interests of the Debtors in the non-Debtor entities, thereby preserving the value of the Debtors' estates, including (i) providing necessary technical, operational and customer support and (ii) serving in critical accounting, finance, real estate and management functions.

replace on an expedited basis and could slow the Debtors' ability to implement the restructuring transactions contemplated by the RSA.[5] Moreover, the KERP Participants have provided important support to the Debtors' advisors in meeting the additional demands imposed by these chapter 11 cases, including support related to (i) the Debtors' ongoing efforts to optimize their lease portfolio and negotiate improved lease terms where feasible and (ii) the Debtors' ongoing sale process and the extensive diligence requests that the Debtors have been asked to respond to in connection therewith.

13. Given these demands on the KERP Participants, the Debtors believe that it is appropriate to adopt a retention program. Unless compensation designed to motivate employees to remain with the Company throughout the Debtors' restructuring process is provided, employee attrition could result in costly disruptions to the Company's ability to operate and the Debtors' ability to consummate the transactions contemplated by the RSA and their recently filed chapter 11 plan. The KERP will increase the likelihood that these key non-insider employees are properly motivated to remain with the Company during the restructuring process, thereby preserving value for the Debtors, their estates, their creditors and other parties in interest.

14. Given the importance of the KERP Participants to the success of the Company's businesses, the Debtors, together with their advisors (including compensation consultants from FTI Consulting, Inc. ("FTI")), worked to develop a retention program designed to offer competitive, fair compensation that would motivate the KERP Participants to remain with the Company through the duration of its restructuring. The Debtors went through a detailed selection

[5] Although certain of the KERP Participants have titles incorporating the word "senior director", "director," "vice president," or "manager," no KERP Participant is an "insider" of the Debtors. Specifically, the KERP Participants do not include any employee who: (a) is appointed or hired directly by the Debtors' board of directors; (b) exercises managerial control over, or has responsibility for, the Debtors' operations as a whole; or (c) directs the Debtors' overall corporate policy or governance.

process to identify the KERP's 121 initial participants, and in connection therewith identified a number of individuals who are employed by foreign non-Debtor entities[6] but who nevertheless provide critical services to the Debtors and their estates and, thus, were properly included in the KERP.

15. The aggregate maximum cost of the KERP is $4 million (the "KERP Budget").[7] The amount that a KERP Participant may receive under the KERP (a "Proposed KERP Payment") is primarily based on a percentage of the applicable employee's base salary. The average Proposed KERP Payment is approximately $30,000 and an average of 23% of base salary, representing an amount ranging from approximately 9-67% of each individual's current annual base salary. Most outliers at the top of the range are non-Debtor employees located in India who earn a lower annual base salary compared to the annual base salary earned by peers in North America and Europe, thus resulting in a Proposed KERP Payment which is a higher percentage of base salary.

16. The terms of each Proposed KERP Payment and participation in the KERP will be governed by the applicable letter agreement by and between the KERP Participant and the applicable Debtor or non-Debtor (the "KERP Agreement"). The key terms of the KERP are as follows:

a. Vesting. All of the Proposed KERP Payments vest only upon a KERP Participant's continued employment with a Debtor or non-Debtor, as applicable, other than in the case of a Qualifying Termination, through the earlier to occur of: (1) March 31, 2023 and (2) 90 days following the Debtors' emergence from these chapter 11 cases (the "KERP Vesting Date"). Subject to continued employment with the applicable Debtor or a non-Debtor through the KERP Vesting Date, other than in the case of a Qualifying Termination or under certain circumstances in connection with Asset Sale (as discussed below), the Proposed KERP Payments will be made in cash shortly after the occurrence of the applicable KERP Vesting Date.

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[6] The terms of the individual awards for KERP Participants residing in foreign jurisdictions may vary based on requirements and restrictions applicable under local foreign law.

[7] The KERP Budget was provided for in the Approved Budget under the DIP Motion.

b. Termination of Employment. If a KERP Participant's employment with the applicable Debtor or non-Debtor is terminated on or prior to the KERP Vesting Date by the applicable Debtor or non-Debtor for any reason other than a "Disqualifying Reason" (e.g., conviction of, or plea of guilty or nolo contendere to, a felony) (each, a "Qualifying Termination"), the Proposed KERP Payment will fully vest and be paid to such KERP Participant in cash shortly after the occurrence of the Qualifying Termination, subject to the KERP Participant's timely execution, delivery and, if applicable, non-revocation of a general release of claims in favor of the Company (and, if applicable, and as described below, a purchaser of the relevant Debtor's assets, a "Purchaser") (the "Release Condition").[8] The Participant will also be eligible, if applicable and upon the Release Condition, to be paid a Severance Obligation under the Company's approved Severance Program. If, prior to the KERP Vesting Date, a KERP Participant resigns for any reason, then, except as a result of not receiving a Comparable Offer (as defined below) of employment with a Purchaser prior to the KERP Vesting Date (as discussed below), such KERP Participant's Proposed KERP Payment will be forfeited. In addition, if a KERP Participant's employment is terminated by the applicable Debtor or non-Debtor, as applicable, for a "Disqualifying Reason" prior to payment of the Proposed KERP Payment, then such KERP Participant's Proposed KERP Payment will be forfeited.

c. Asset Sale. In the event that a sale of relevant Debtor assets is consummated, which results in the change of a KERP Participant's employer or a termination of such KERP Participant's employment (an "Asset Sale"), prior to the KERP Vesting Date, the following will apply:

i. If a Purchaser (i) fails to expressly assume the applicable KERP Agreement, including the obligation to pay the Proposed KERP Payment in accordance with the terms of the KERP Agreement, (ii) fails to offer the KERP Participant employment with Purchaser or (iii) makes the KERP Participant an offer of employment that is not a "Comparable Offer"[9], then the Proposed KERP Payment will become vested upon the consummation of such Asset Sale and payable to the KERP Participant shortly thereafter.

ii. If a Purchaser expressly assumes the applicable KERP Agreement and makes the KERP Participant a Comparable Offer and the KERP Participant does not accept such Comparable Offer, and as a result, the KERP Participant's employment terminates as of the consummation of the Asset Sale, then the KERP Participant will forfeit the Proposed KERP Payment upon such termination.

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[8] For KERP Participants residing in foreign jurisdictions, the requirement that a participant execute a release of claims (or the equivalent thereto) is subject to compliance with foreign laws.

[9] Defined as the receipt of an offer of employment with a Purchaser that provides the KERP Participant with (a) a comparable title and reporting relationship, (b) comparable compensation and benefits and (c) no relocation required.

iii. If a Purchaser expressly assumes the applicable KERP Agreement and makes the KERP Participant a Comparable Offer and the KERP Participant accepts such Comparable Offer, then the KERP Participant will remain eligible to receive the Proposed KERP Payment, subject to continued employment with Purchaser through March 31, 2023. In such case, if the KERP Participant's employment with Purchaser terminates prior to March 31, 2023, the terms and conditions set forth in the Motion as it relates to the KERP will apply in the same manner with respect to the KERP Participant's employment with Purchaser and termination therefrom. Accordingly, (A) if the KERP Participant resigns from his or her employment with Purchaser for any reason prior to March 31, 2023 or his or her employment with Purchaser is terminated by Purchaser for a Disqualifying Reason prior to the payment date, then the KERP Participant will forfeit his or her Proposed KERP Payment and (B) if the KERP Participant's employment with Purchaser is terminated by Purchaser due to a Qualifying Termination on or prior to March 31, 2023, then the Proposed KERP Payment will fully vest and be paid to the KERP Participant shortly after the occurrence of the Qualifying Termination, subject to satisfaction of the Release Condition.

For the avoidance of doubt, if a KERP Participant continues employment with the Company (or any subsidiary) after a sale of relevant Debtor assets, whether in the same role or in a different capacity, the rules set forth above in section d. would not apply, and such KERP Participant would be eligible for his or her Proposed KERP Payment on the normal payment schedule.

d. Re-Allocation of Proposed KERP Payments. The Chief Executive Officer and President of each of the Debtors, in his discretion, may (i) re-grant any Proposed KERP Payments that are forfeited by KERP Participants to other non-insider key employees; and (ii) grant Proposed KERP Payments to new KERP Participants using any remaining, unallocated KERP Budget in a similar manner and pursuant to the same terms and conditions set forth in the KERP Agreements, consistent with the retention goals of the KERP.

The Compensation Obligations

A. Modified Sales Commission Program

17. As described in the Wages Motion, the Company requires a dedicated sales force to sustain and expand its customer base and execute renewals, including eleven solutions engineers employed by the Debtors (the "Solutions Engineers"), forty-six account owners based out of India who are employed by a non-Debtor subsidiary (the "India-Based Account Owners") and twenty-seven account executives employed by the Debtors (the "Account Executives" and, collectively

with the Solutions Engineers and the India-Based Account Owners, the "Sales Force"). The primary focus of the Sales Force during the pendency of these chapter 11 cases is retention and renewal of customers and the Sales Force is uniquely positioned to achieve these goals.

18. In light of the Debtors' restructuring efforts and the uncertainty created therewith, the Debtors seek to modify the Sales Commission Program to encourage members of the Sales Force to remain in the Company's employment. The Debtors therefore seek to modify the Sales Commissions Program to provide eligible members of the Sales Force with a "non-recoverable draw"[10] against their target commissions during the pendency of these chapter 11 cases and for two months following emergence in accordance with the following guidelines (the "Modified Sales Commission Program"):

a. Solutions Engineers. Solutions Engineers will be eligible to receive a 75% draw against their target commissions.

b. India-Based Account Owners. India-Based Account Owners will be eligible to receive a 25% draw against their target commissions.

c. Account Executives. Account Managers in the top performing category will be eligible to receive a 75% draw against their target commissions, while those Account Executives in the lower performing category will be eligible to receive a 25% draw against their target commissions.

If a member of the Sales Force outperforms the amount drawn, they will be paid for commissions earned above the draw in the ordinary course under the existing sales commission program. The Debtors estimate that they will pay an additional $154,000 per month in the aggregate during the pendency of these chapter 11 cases on account of such Modified Sales Commission Program.

19. The total cost associated with the Modified Sales Commission Program is currently built into the run rate with respect to sales commissions in the 13-week cash forecast included in

[10] A "non-recoverable draw" is a type of draw against commission that once paid is not recoverable by employers or offset by commissions earned in the future.

the Approved Budget. Accordingly, the cost of the Modified Sales Commission Program is not incremental to the Approved Budget. Rather, the Modified Sales Commission Program merely shifts the timing as to when the Sales Force will be paid while at the same time increasing retention among sales-dedicated employees.

C. Project-Based Retention Agreements

20. The Debtors are party to certain project-based retention agreements entered into prior to the Petition Date (collectively, the "Project-Based Retention Agreements"). The Debtors entered into the Project-Based Retention Agreements in an effort to retain and incentivize certain employees to complete certain significant projects. The Debtors estimate that approximately $32,500 remains outstanding under the Project-Based Retention Agreements. Importantly, no individuals party to such Project-Based Retention Agreements are insiders (as defined in the Bankruptcy Code). Therefore, the Debtors seek authority to pay amounts due under the Project-Based Retention Agreements as they come due in the ordinary course of business.

D. Non-Insider Prepetition Severance Obligations

21. As described further in the Wages Motion, the Debtors have historically maintained a Severance Program for eligible employees. The Debtors are requesting approval to pay amounts owed to twelve former non-insider employees of the Debtors that exceed the $15,150 statutory cap on priority status set forth in Bankruptcy Code sections 507(a)(4) and 507(a)(5).[11] The Debtors estimate that they owe such former employees an amount equal to $300,000 in the aggregate, representing the amount such Severance Obligations exceed the statutory cap (the "Prepetition Severance Obligations"). The Debtors therefore request authorization to pay the Prepetition

[11] While some of the former employees owed such Severance Obligations had titles such as "senior vice president" and "vice president", no such former employee is an "insider" of the Debtors.

Severance Obligation in the ordinary course and pursuant to the terms and conditions of the Severance Program.

Basis for Relief

I. The KERP Is a Sound Exercise of the Debtors' Business Judgment.

22. The Debtors' implementation of the KERP, including in respect of proposed payments to non-Debtor employees, is a sound exercise of their business judgment. Bankruptcy Code section 363(b) provides, in pertinent part, that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). To approve the use of estate property under Bankruptcy Code section 363(b)(1), a debtor must show that the decision to use the property outside of the ordinary course of business was based on the debtor's business judgment. See In re Institutional Creditors of Cont'l Air Lines, Inc. (In re Cont'l Air Lines), 780 F.2d 1223, 1226 (5th Cir. 1986) ("For a debtor in possession or trustee to satisfy its fiduciary duty to the debtor, creditor and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business."); In re Viking Offshore (USA), Inc., 2008 WL 1930056, at *2 (Bankr. S.D. Tex. Apr. 30, 2008) (applying the business judgment rule to determine whether the debtors' proposed bonuses were justified outside the ordinary course of business); see also In re Mesa Air Grp., Inc., 2010 WL 3810899, at *3 (Bankr. S.D.N.Y. Sept. 24, 2010) (employee bonus programs can be approved as "valid exercise of their business judgment" under section 363(b)).

23. Once a debtor articulates a valid business justification, the law vests the debtor's decision to use property outside of the ordinary course of business with a strong presumption that "in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was taken in the best interests of the company." Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.), 147 B.R.

650, 656 (S.D.N.Y. 1992) (citations and internal quotations omitted), appeal dismissed, 3 F.3d 49 (2d Cir. 1993); In re Johns-Manville Corp., 60 B.R 612, 615–16 (Bankr. S.D.N.Y. 1986) (a "presumption of reasonableness attaches to a debtor's management decisions" and courts will generally not entertain objections to the debtor's conduct after a reasonable basis is set forth); see also In re Tower Air, Inc., 416 F.3d 229, 238 (3d Cir. 2005) ("Overcoming the presumption of the business judgment rule on the merits is a near-Herculean task.").

24. Thus, if a debtor's actions satisfy the business judgment rule, then the transaction in question should be approved under Bankruptcy Code section 363(b). Indeed, when applying the "business judgment" standard, courts show great deference to a debtor's business decisions. See Richmond Leasing Co. v. Capital Bank, NA., 762 F.2d 1303, 1311 (5th Cir. 1985) ("More exacting scrutiny would slow the administration of the debtor's estate and increase its cost, interfere with the Bankruptcy Code's provision for private control of administration of the estate, and threaten the court's ability to control a case impartially.").

25. Implementation of the KERP as to both Debtor and non-Debtor employees is a proper exercise of the Debtors' business judgment because it is in the best interests of their estates and the interests of all stakeholders in these chapter 11 cases. The KERP Participants—who all possess critical skills and knowledge—are vital to ensuring that the Debtors continue to maximize stakeholder value. The KERP Participants are familiar with the Debtors' businesses and have the experience and knowledge necessary to ensure the Debtors' continued operations during the chapter 11 cases. The Debtors cannot easily replace the KERP Participants without adversely affecting the Debtors' operating efficiency and distracting management from the Debtors' restructuring efforts. Further, the Term Loan DIP Lenders and the Ad Hoc Group support the relief sought in this Motion. Accordingly, the Debtors' decision to implement the KERP is a valid

exercise of business judgment and is in the best interest of the Debtors, their estates and all parties in interest in these chapter 11 cases.

II. The KERP Is Justified by the Facts and Circumstances of these Chapter 11 Cases.

26. Bankruptcy Code section 503(c)(3) permits payments to a debtor's employees outside the ordinary course of business if such payments are justified by "the facts and circumstances of the case." 11 U.S.C. § 503(c)(3). Certain courts have held that section 503(c)(3)'s "facts and circumstances" justification test "creates a standard no different that the business judgment standard under section 363(b) of the Bankruptcy Code." In re Velo Holdings, Inc., 472 B.R. 201, 209 (Bankr. S.D.N.Y. 2012); In re Alpha Nat. Res., Inc., 546 B.R. 348, 356 (Bankr. E.D. Va. 2016) ("a majority of courts . . . agree that the 'facts and circumstances' test of 503(c)(3) is identical to the business judgment standard under 363(b)(1)"); In re Patriot Coal Corp., 492 B.R. 518, 530-31 (Bankr. E.D. Mo. 2013) (using the business judgment test to analyze an incentive plan under section 503(c)(3); In re Dana Corp., 358 B.R. 567, 576–77 (Bankr. S.D.N.Y. 2006) (describing six factors that courts may consider when determining whether the structure of a compensation proposal meets the "sound business judgment test" in accordance with Bankruptcy Code section 503(c)(3)). Accordingly, under this line of reasoning, the analyses of whether a retention plan is justified by the facts and circumstances of the case and whether the approval of such plan is a sound exercise of the debtor's business judgment are the same. Other courts have determined that section 503(c)(3) requires the court "to make its own determination that the transaction will serve the interests of creditors and the debtor's estate." In re Pilgrim's Pride Corp., 401 B.R. 229, 237 (Bankr. N.D. Tex. 2009). A court should make this determination based on whether the proposed compensation plan is justified on the facts of a particular case. Id.

27. Under either the business judgment standard or the standard proposed by Pilgrim's Pride, courts have analyzed compensation plans using the six factors identified in Dana Corp. to

determine whether a compensation proposal is permitted by section 503(c)(3). See, e.g., In re FirstEnergy Sol. Corp., 591 B.R. 688, 698 (Bankr. N.D. Ohio 2018) (analyzing a proposed KERP using the Dana Corp. factors without deciding whether section 503(c)(3) modifies the business judgment standard); Patriot Coal, 492 B.R. at 531 (applying the business judgment standard and analyzing an insider incentive plan and a non-insider retention plan using the Dana Corp. factors).

28. The six Dana Corp. factors ask:

i. Is there a reasonable relationship between the plan proposed and the results to be obtained, i.e., will the key employee stay for as long as it takes for the debtor to reorganize?

ii. Is the cost of the plan reasonable in the context of the debtor's assets, liabilities, and earning potential?

iii. Is the scope of the plan fair and reasonable: does it apply to all employees, or if not, does it discriminate unfairly?

iv. Is the plan or proposal consistent with industry standards?

v. What were the due diligence efforts of the debtor in investigating the need for a plan, analyzing which key employees need to be incentivized, what is available, and what is generally applicable in a particular industry?

vi. Did the debtor receive independent counsel in performing due diligence and in creating and authorizing the incentive compensation?

In re Dana Corp., 358 B.R. at 576-77; see also In re Residential Capital, LLC, 491 B.R. 73, 85–86 (Bankr. S.D.N.Y. 2013) (applying the Dana Corp. factors to the debtors' retention plan for non-insiders and approving the plan as an exercise of sound business judgment). No single factor is dispositive, and the Court has discretion to weigh each of these factors based on the specific facts and circumstances before it. See In re Dana Corp, 358 B.R. at 576 ("[S]ection 503(c)(3) gives the court discretion as to bonus and incentive plans, which are not primarily motivated by retention or in the nature of severance.").

29. The Debtors respectfully submit that the KERP satisfies the standards set forth above for the following reasons:[12]

a. The KERP Is Designed to Achieve the Desired Performance. The Debtors, in consultation with their advisors, designed the KERP to motivate and reward the KERP Participants for their significant efforts given the increased demands placed upon them in connection with the chapter 11 process and the uncertainty presented by an ongoing restructuring process. The KERP will ensure that the Company and the Debtors specifically have the appropriate staff on hand to facilitate a timely exit from these chapter 11 cases, thereby maximizing value for the Debtors' estates. Specifically, the Debtors designed the KERP to ensure that the KERP Participants remain employed with the Company during these chapter 11 cases. A failure to retain the KERP Participants would cause the Debtors to expend significant time and money to hire and train replacement employees, which would, in turn, hinder their restructuring efforts to the detriment of all parties in interest;

b. The Cost of the KERP Is Reasonable Given the Debtors' Assets and Liabilities. The KERP's estimated total cost is similar to the cost of retention programs proposed and approved at similarly situated companies in chapter 11. Accordingly, the costs are reasonable and justified given the size of the Debtors' businesses;

c. The Scope of the KERP Is Fair and Reasonable. The Debtors have undertaken a careful selection process in determining the specific employees that should be eligible for participation in the KERP. Out of approximately 1400 Company employees worldwide, the Debtors selected only 121 employees to qualify as KERP Participants. While the KERP includes individuals employed by non-Debtor entities, these KERP Participants provide necessary services across the Debtors' businesses, including crucial technical, operational and customer support, accounting, finance, real estate and management services. The Debtors rely heavily on the services of these non-Debtor employees as they either provide critical services to the Company's international operations and assets or, alternatively, directly support the Debtors' operations;

d. The Debtors Performed Due Diligence in Developing the KERP. The Debtors actively sought the advice of FTI and their other advisors in designing an appropriate retention plan for their non-insider employees. In developing the plan, the Debtors consulted with department heads to determine which employees were likely to leave or were actively searching for new work and to tailor the KERP awards to reflect the KERP Participants' different compensation structures; and

[12] As noted, the KERP encompasses both Debtor and non-Debtor employees who are integral to the Debtors' business operations. Although Bankruptcy Code section 503 is only applicable to the Debtors' employee base, the facts set forth herein that justify approval of the KERP as to the Debtor employees under section 503 are equally applicable to the non-Debtor employee participants, and thus the KERP should be approved as to such employees under section 363.

e. The Debtors Worked with Independent Counsel in Developing the KERP. FTI and the Debtors' legal advisors counseled the Debtors' management on an appropriate structure for the KERP. Moreover, the Debtors have actively shared information regarding the KERP with their key creditor constituencies, including the advisors to the Creditors' Committee and the Ad Hoc Group, as well as the Office of the United States Trustee, prior to filing this Motion.[13] Because of this open engagement, the Debtors believe that the interests of their estates have been adequately protected and that the KERP is justified by the facts and circumstances of these chapter 11 cases.

30. Because implementing the KERP will motivate the Debtors' employees to the benefit of all parties in interest, the KERP reflects a sound exercise of the Debtors' business judgment and is justified by the facts and circumstances of these chapter 11 cases. Accordingly, the KERP satisfies Bankruptcy Code section 503(c)(3).

III. Bankruptcy Code Section 503(c)(1) Is Inapplicable to the KERP.

31. Bankruptcy Code section 503(c)(1) restricts payments made to "insiders of the debtor for the purpose of inducing such person to remain with the debtor's business"—i.e., those insider plans that are essentially "pay to stay" plans. 11 U.S.C. 503(c)(1). By its terms, Bankruptcy Code section 503(c)(1) does not apply where—as is the case here—participants in a retention-based program are not insiders. The Debtors' KERP, therefore, is not barred under section 503(c)(1).

32. Bankruptcy Code section 101(31) provides that where a debtor is a corporation, insiders include any "(i) director of the debtor; (ii) officer of the debtor; (iii) person in control of the debtor . . . or (iv) relative of a . . . director, officer or person in control of the debtor." 11 U.S.C. § 101(31)(B). Courts have also concluded that an employee may be an "insider" if such employee has "at least a controlling interest in the debtor or . . . exercise[s] sufficient authority over the

[13] Additionally, the Debtors previewed this Motion with each of the Creditors' Committee and the U.S. Trustee prior to filing and while both continue to review, the Debtors intend to work with each of them on any questions or concerns they may have prior to the hearing.

debtor so as to unqualifiably dictate corporate policy and the disposition of corporate assets." In re Velo Holdings, Inc., 472 B.R. 201, 208 (Bankr. S.D.N.Y. 2012) (citations omitted). It is well-established that an employee's job title, alone, does not make such employee an "insider" as defined by the Bankruptcy Code. See In re Borders Grp. Inc., 453 B.R. 459, 469 (Bankr. S.D.N.Y. 2011) (noting that "[c]ompanies often give employees the title 'director' or 'director- level,' but do not give them decision-making authority akin to an executive" and concluding that certain "director level" employees in that case were not insiders).

33. Although certain KERP Participants hold titles including the term "senior director", "director," "vice president," or "manager," none of the KERP Participants are "insiders," as such term is defined by Bankruptcy Code section 101(31). None of the KERP Participants has discretionary control over substantial budgetary amounts or significant control with respect to the Debtors' corporate policies or governance. Therefore, none of the KERP Participants constitutes "insiders" of the Debtors, and the restrictions of Bankruptcy Code section 503(c)(1) are inapplicable to the KERP.

IV. Honoring the Compensation Obligations Is Proper Pursuant to Section 363(b) of the Bankruptcy Code.

34. Courts in the Fifth Circuit have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate, including an operating business's going-concern value.[14] In doing so, these courts acknowledge that several

[14] See, e.g., In re CoServ, L.L.C., 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002) (authorizing payment of certain prepetition claims pursuant to "doctrine of necessity"); In re Equalnet Commc'ns Corp., 258 B.R. at 369–70 (business transactions critical to the survival of the business of the debtor are exceptions to the general rule of nonpayment of prepetition claims prior to plan confirmation); see also In re Ionosphere Clubs, Inc., 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) ("The ability of a Bankruptcy Court to authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept."); Armstrong World Indus., Inc. v. James A. Phillips, Inc., (In re James A. Phillips, Inc.), 29 B.R. 391, 398 (S.D.N.Y. 1983).

legal theories rooted in Bankruptcy Code sections 105(a), 363(b), and 1107(a) support the payment of prepetition claims as provided herein.

35. Bankruptcy Code section 363(b) permits a debtor, subject to court approval, to pay prepetition obligations where a sound business purpose exists for doing so.[15] In addition, under Bankruptcy Code section 1107(a), a debtor in possession has, among other things, the "implied duty of the debtor-in-possession to 'protect and preserve the estate, including an operating business' going-concern value.'"[16] Moreover, under Bankruptcy Code section 105(a), "the Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of the Bankruptcy Code."[17] The above-referenced sections of the Bankruptcy Code therefore authorize the postpetition payment of prepetition claims when the payments are critical to preserving the going-concern value of the debtor's estate, as is the case here.[18]

36. Here, the Debtors should honor the Compensation Obligations in order to maximize the value of their businesses and their revenues. Payment of such amounts will fortify employee morale and minimize the adverse effect of the commencement of these chapter 11 cases on the Debtors' ongoing business operations. Absent payment of the Compensation Obligations, employee retention, morale and the Company's stability may be jeopardized. The Debtors believe

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[15] See Ionosphere Clubs, 98 B.R. at 175 (noting that section 363(b) provides "broad flexibility" to authorize a debtor to honor prepetition claims where supported by an appropriate business justification).

[16] In re CEI Roofing, Inc., 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting In re CoServ, L.L.C., 273 B.R. at 497).

[17] 11 U.S.C. § 105(a); In re CoServ, L.L.C., 273 B.R. at 497 (finding that sections 105 and 1107 of the Bankruptcy Code provide the authority for a debtor-in-possession to pay prepetition claims); In re CEI Roofing, Inc., 315 B.R. at 60 (finding that "[b]ecause Congress has specifically provided that prepetition wage claims up to a certain amount per claim be elevated to priority status under § 503(1)(3)" the court's job is easier when it considers approval of such prepetition claims); In re Mirant Corp., 296 B.R. 427, 429 (Bankr. N.D. Tex. 2003) (noting that non-payment of prepetition claims may seriously damage a debtor's business).

[18] See, e.g., In re CoServ, L.L.C., 273 B.R. at 497 ("[I]t is only logical that the bankruptcy court be able to use [s]ection 105(a) of the [Bankruptcy] Code to authorize satisfaction of the pre-petition claim in aid of preservation or enhancement of the estate.").

that without these payments, the workforce may become demoralized and employees may come to believe the Company does not honor its Compensation Obligations and then elect to seek alternative employment opportunities. A significant portion of the value of the Debtors' business is tied to their workforce, which cannot be replaced without extraordinary efforts—which efforts may not be successful given the overhang of these chapter 11 cases. Enterprise value may be materially impaired to the detriment of all stakeholders in such a scenario. The Debtors therefore believe that payment of the Compensation Obligations is a necessary and critical element of the Debtors' efforts to preserve value and will maximize the ability to retain employees as the Debtors seek to operate their businesses in these chapter11 cases. Accordingly, the Debtors seek authorization to honor the Compensation Obligations as described herein, including by making payments with respect thereto.

Notice

37. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) counsel for the Creditors' Committee; (c) counsel for PNC Bank, National Association, as the administrative agent under the Debtors' prepetition revolving credit facility and ABL DIP facility; (d) counsel for Alter Domus Products Corp., as the administrative agent under each of the Debtors' prepetition term loan facilities; (e) counsel for the ad hoc group of term loan lenders and the term loan DIP lenders; (f) counsel for Acquiom Agency Services LLC, as term loan DIP agent under the Debtors' term loan DIP facility; (g) the United States Attorney's Office for the Southern District of Texas; (h) the Internal Revenue Service; (i) the United States Securities and Exchange Commission; (j)the Environmental Protection Agency and all similar state environmental agencies for states in which the Debtors conduct business; (k) the state attorneys general in the states where the Debtors conduct their

business operations; and (l) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no further notice is necessary.

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

Dated: June 28, 2022
Houston, Texas

/s/ Matthew D. Cavenaugh

JACKSON WALKER LLP
Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
Rebecca Blake Chaikin (S.D. Bar No. 3394311)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavenaugh@jw.com
jwertz@jw.com
rchaikin@jw.com

Co-Counsel to the Debtors
and Debtors in Possession

AKIN GUMP STRAUSS HAUER & FELD LLP
Philip C. Dublin (admitted pro hac vice)
Meredith A. Lahaie (admitted pro hac vice)
Melanie A. Miller (admitted pro hac vice)
One Bryant Park
New York, New York 10036
Telephone: (212) 872-1000
Facsimile: (212) 872-1002
Email: pdublin@akingump.com
mlahaie@akingump.com
melanie.miller@akingump.com

-and-

AKIN GUMP STRAUSS HAUER & FELD LLP
Marty L. Brimmage, Jr. (TX Bar No. 00793386)
Lacy M. Lawrence (TX Bar No. 24055913)
Zach D. Lanier (admitted pro hac vice)
2300 N. Field Street, Suite 1800
Dallas, Texas 75201
Telephone: (214) 969-2800
Facsimile: (214) 969-4343
Email: mbrimmage@akingump.com
llawrence@akingump.com
zlanier@akingump.com

Co-Counsel to the Debtors and Debtors in Possession

Certificate of Accuracy

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

/s/ Matthew D. Cavenaugh
Matthew D. Cavenaugh

Certificate of Service

I certify that on June 28, 2022, 2022, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Matthew D. Cavenaugh
Matthew D. Cavenaugh

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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

ORDER (I) APPROVING THE DEBTORS' KEY EMPLOYEE RETENTION PROGRAM, (II) AUTHORIZING THE DEBTORS TO HONOR AND PAY CERTAIN COMPENSATION OBLIGATIONS, AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the Debtors for entry of an order (this "Order"): (i) approving the Debtors' Key Employee Retention Program (the "KERP"); (ii) authorizing the Debtors to honor and pay certain compensation obligations; and (iii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having found

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

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

that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. Pursuant to Bankruptcy Code sections 363(b) and 503(c), the KERP is hereby approved.

2. The Debtors are authorized, but not directed, to take all actions necessary to implement the KERP and make the payments contemplated thereunder at the times specified in the Motion without the need for further Court approval.

3. If any award under the KERP is forfeited by a KERP Participant as described in the Motion, the Debtors are authorized to: (i) re-grant the value of a such forfeited award to other non-insider key employees, provided that such forfeited Proposed KERP Payment be allocated to an employee providing similar services to the Company; and (ii) grant the Proposed KERP Payments to additional KERP Participants using any remaining, unallocated amounts under the KERP Budget, as described in the Motion and in only accordance with the terms of this Order.

4. The Debtors are authorized to implement the Modified Sales Commission Program.

5. The Debtors are authorized to honor and make payments in the ordinary course on account of the Compensation Obligations, including payments on account of (i) Overdue Sales Commissions, (ii) the Project-Based Retention Agreements and (iii) Prepetition Severance Obligations.

6. The Debtors shall maintain a schedule of amounts paid related to the Compensation Obligations made pursuant to this Order, including the following information: (a) the name of the payee; (b) the date and amount of the payment; (c) the category or type of payment; and (d) the Debtor or non-Debtor that made the payment. The Debtors shall provide a copy of such schedule to the U.S. Trustee, the advisors to the DIP Lenders and the advisors to the Creditors' Committee on the 12th of every month.

7. The Debtors shall not make any payments on account of the Compensation Obligations to any Insiders (as such term is defined in Bankruptcy Code section 101(31)) without further order of this Court.

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

rights of all parties in interest are expressly reserved to contest the extent, validity or perfection or to seek avoidance of all such liens.

9. Notwithstanding anything in this Order to the contrary, any payment to be made, or any authorization contained hereunder, shall be subject to the terms of any orders authorizing debtor in possession financing or the use of cash collateral approved by this Court in these chapter 11 cases (including with respect to any budget governing or relating to such use), including, without limitation, the 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] (as each order may be amended or become final in accordance with the terms thereof, the "DIP Order") and the Approved Budget (as defined in the DIP Order); and to the extent there is any inconsistency between the terms of such DIP Order and any action taken or proposed to be taken hereunder, the terms of such DIP Order and the Approved Budget shall control.

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

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

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

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

Houston, Texas
Dated: _____, 2022

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

This is Exhibit **"B"** referred to in the Affidavit of Michael K. Robinson sworn before me on July 12, 2022 by videoconference in accordance with O. Reg 431/20.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Natalie Levine
LSO# 64908K

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

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

SUPPLEMENT TO THE DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN ORDER (I) APPROVING THE DEBTORS' KEY EMPLOYEE RETENTION PROGRAM, (II) AUTHORIZING THE DEBTORS TO HONOR AND PAY CERTAIN COMPENSATION OBLIGATIONS, AND (III) GRANTING RELATED RELIEF

Emergency relief has been requested. Relief is requested no later than 2:30 p.m. on July 13, 2022.

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

A hearing will be conducted on this matter on July 13, 2022 at 2:30 p.m. (prevailing Central Time) in Courtroom 400, 4th Floor, 515 Rusk Street, Houston, TX 77002. Audio communication will be by use of the Court's dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Jones's conference room number is 205691. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Jones's home page. The meeting code is "JudgeJones". Click the settings icon in the upper right corner and enter your name under the personal information setting.

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

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

The above-captioned debtors and debtors in possession (collectively, the "Debtors") provide the following supplement (this "Supplement") to the Debtors' Emergency Motion for Entry of an Order (I) Approving the Debtors' Key Employee Retention Program, (II) Authorizing the Debtors to Honor and Pay Certain Compensation Obligations, and (III) Granting Related Relief [Docket No. 421] (the "Motion"):[2]

1. On June 28, 2022, the Debtors filed the Motion seeking approval of the KERP on an emergency basis to combat rising attrition rates and preserve their critical employee base. Unfortunately, and notwithstanding the filing of the Motion, the Debtors (and the Company as a whole) have seen attrition rates continue to rise, causing the Debtors to revisit the specific terms of the KERP and propose the revised KERP and compensation terms set forth in this Supplement. Specifically, in the two-month period beginning on May 1, 2022, an additional 109 of the Company's 1,415 employees tendered their resignation. Of those employees, over half were in non-insider managerial or senior managerial roles. This attrition has placed significant additional burden and pressure on the Company's remaining workforce. In response to the rapidly-escalating attrition rates, the Debtors and their management team have reevaluated the terms of the KERP and their employee compensation structure, and have determined that a handful of changes are appropriate to prevent, to the greatest extent possible, further attrition among the Company's non-insider employee base.

2. After further careful consideration of the relief requested in the Motion, the Debtors propose to modify the KERP and Modified Sales Commission Program as follows:

---

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the First Day Declaration, the Debtors' Emergency Motion for Entry of an Order (I) Authorizing, But Not Directing, Debtors to (A) Pay Prepetition Employee Wages, Salaries, Other Compensation and Reimbursable Employee Expenses and (B) Continue Compensation and Benefits Programs and (II) Granting Related Relief [Docket No. 9] or the Motion, as applicable.

a. Number of KERP Participants. The Debtors now contemplate that 115 employees will be included in the KERP, 35 of whom are employed by non-Debtor direct and indirect subsidiaries. As discussed in the Motion, the Debtors believe they have a compelling business justification to include such non-Debtor, non-insider employees in the KERP because the employees provide critical support to the Debtors' business operations and customers and/or directly support the interests of the Debtors in the non-Debtor entities, thereby preserving the value of the Debtors' estates.

b. KERP Payment Amounts. While the amount of the KERP program remains capped at $4 million and the amount a KERP Participant may receive under the KERP will continue to be based primarily on a percentage of the applicable employee's base salary, the Debtors have also considered the following in determining the Proposed KERP Payment: (i) technical skill set; (ii) managerial function; and (iii) cost of replacing such skill set. Based on their evolving views as to how best to retain their key non-insider employees, the Debtors have determined that the Proposed KERP Payments should be increased to an average of approximately $35,000 per employee and an average of 24% of each such employee's base salary, representing an amount ranging from approximately 9-100% of each employee's current annual base salary. The outliers at the top of the range are either (i) non-Debtor employees located in India who earn a lower annual base salary compared to the annual base salary earned by peers in North America and Europe or (ii) higher-ranking employees whose knowledge of the business and managerial skillset would be extraordinarily difficult and costly to replace at this point in the chapter 11 cases.

c. Effective Date of the Modified Sales Commission Program. As described in the Motion, the Debtors seek to implement a Modified Sales Commission Program which would provide eligible members of the Sales Force with a "non-recoverable draw" against their target commissions during the pendency of these chapter 11 cases and for two months following emergence. Out of an abundance of caution, the Debtors seek to clarify that they intend to implement this program retroactively to May 1, 2022. A revised proposed order attached hereto reflects this change (the "Revised Proposed Order").

3. Importantly, none of the changes described above will increase the aggregate maximum cost of the KERP, which continues to be set at $4 million, and none of the changes described above will result in the designation of any insider (as defined in the Bankruptcy Code) as a KERP Participant. The Term Loan DIP Lenders and the Ad Hoc Group support the changes to the KERP and Modified Sales Commission Program described herein. Accordingly, the Debtors

intend to seek entry of the Revised Proposed Order at the hearing scheduled in respect of the Motion on July 13, 2022.

Dated: July 11, 2022
Houston, Texas

/s/ Jennifer F. Wertz

JACKSON WALKER LLP
Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
Rebecca Blake Chaikin (S.D. Bar No. 3394311)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavenaugh@jw.com
jwertz@jw.com
rchaikin@jw.com

Co-Counsel to the Debtors
and Debtors in Possession

AKIN GUMP STRAUSS HAUER & FELD LLP
Philip C. Dublin (admitted pro hac vice)
Meredith A. Lahaie (admitted pro hac vice)
Melanie A. Miller (admitted pro hac vice)
One Bryant Park
New York, New York 10036
Telephone: (212) 872-1000
Facsimile: (212) 872-1002
Email: pdublin@akingump.com
mlahaie@akingump.com
melanie.miller@akingump.com

-and-

AKIN GUMP STRAUSS HAUER & FELD LLP
Marty L. Brimmage, Jr. (TX Bar No. 00793386)
Lacy M. Lawrence (TX Bar No. 24055913)
Zach D. Lanier (TX Bar No. 24124968)
2300 N. Field Street, Suite 1800
Dallas, Texas 75201
Telephone: (214) 969-2800
Facsimile: (214) 969-4343
Email: mbrimmage@akingump.com
llawrence@akingump.com
zlanier@akingump.com

Co-Counsel to the Debtors and Debtors in Possession

Certificate of Service

I certify that on July 11, 2022, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Jennifer F. Wertz
Jennifer F. Wertz

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, et al.,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)
	)	Re: Docket No 421

ORDER (I) APPROVING THE DEBTORS' KEY EMPLOYEE RETENTION PROGRAM, (II) AUTHORIZING THE DEBTORS TO HONOR AND PAY CERTAIN COMPENSATION OBLIGATIONS, AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the Debtors for entry of an order (this "Order"): (i) approving the Debtors' Key Employee Retention Program (the "KERP"); (ii) authorizing the Debtors to honor and pay certain compensation obligations; and (iii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having found

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

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

that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. Pursuant to Bankruptcy Code sections 363(b) and 503(c), the KERP is hereby approved.

2. The Debtors are authorized, but not directed, to take all actions necessary to implement the KERP and make the payments contemplated thereunder at the times specified in the Motion without the need for further Court approval.

3. If any award under the KERP is forfeited by a KERP Participant as described in the Motion, the Debtors are authorized to: (i) re-grant the value of a such forfeited award to other non-insider key employees, provided that such forfeited Proposed KERP Payment be allocated to an employee providing similar services to the Company; and (ii) grant the Proposed KERP Payments to additional KERP Participants using any remaining, unallocated amounts under the KERP Budget, as described in the Motion and in only accordance with the terms of this Order.

4. The Debtors are authorized to implement the Modified Sales Commission Program, which Modified Sales Commission Program shall be effective retroactively to May 1, 2022.

5. The Debtors are authorized to honor and make payments in the ordinary course on account of the Compensation Obligations, including payments on account of (i) Overdue Sales

Commissions, (ii) the Project-Based Retention Agreements and (iii) Prepetition Severance Obligations.

6. The Debtors shall maintain a schedule of amounts paid related to the Compensation Obligations made pursuant to this Order, including the following information: (a) the name of the payee; (b) the date and amount of the payment; (c) the category or type of payment; and (d) the Debtor or non-Debtor that made the payment. The Debtors shall provide a copy of such schedule to the U.S. Trustee, the advisors to the DIP Lenders and the advisors to the Creditors' Committee on the 12th of every month.

7. The Debtors shall not make any payments on account of the Compensation Obligations to any Insiders (as such term is defined in Bankruptcy Code section 101(31)) without further order of this Court.

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

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

9. Notwithstanding anything in this Order to the contrary, any payment to be made, or any authorization contained hereunder, shall be subject to the terms of any orders authorizing debtor in possession financing or the use of cash collateral approved by this Court in these chapter 11 cases (including with respect to any budget governing or relating to such use), including, without limitation, the 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] (as each order may be amended or become final in accordance with the terms thereof, the "DIP Order") and the Approved Budget (as defined in the DIP Order); and to the extent there is any inconsistency between the terms of such DIP Order and any action taken or proposed to be taken hereunder, the terms of such DIP Order and the Approved Budget shall control.

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

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

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

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

Houston, Texas
Dated: _____, 2022

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No —421**

ORDER (I) APPROVING THE DEBTORS' KEY EMPLOYEE RETENTION PROGRAM, (II) AUTHORIZING THE DEBTORS TO HONOR AND PAY CERTAIN COMPENSATION OBLIGATIONS, AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the Debtors for entry of an order (this "Order"): (i) approving the Debtors' Key Employee Retention Program (the "KERP"); (ii) authorizing the Debtors to honor and pay certain compensation obligations; and (iii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is

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

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

in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. Pursuant to Bankruptcy Code sections 363(b) and 503(c), the KERP is hereby approved.

2. The Debtors are authorized, but not directed, to take all actions necessary to implement the KERP and make the payments contemplated thereunder at the times specified in the Motion without the need for further Court approval.

3. If any award under the KERP is forfeited by a KERP Participant as described in the Motion, the Debtors are authorized to: (i) re-grant the value of a such forfeited award to other non-insider key employees, provided that such forfeited Proposed KERP Payment be allocated to an employee providing similar services to the Company; and (ii) grant the Proposed KERP Payments to additional KERP Participants using any remaining, unallocated amounts under the KERP Budget, as described in the Motion and in only accordance with the terms of this Order.

4. The Debtors are authorized to implement the Modified Sales Commission Program, which Modified Sales Commission Program shall be effective retroactively to May 1, 2022.

5. The Debtors are authorized to honor and make payments in the ordinary course on account of the Compensation Obligations, including payments on account of (i) Overdue Sales Commissions, (ii) the Project-Based Retention Agreements and (iii) Prepetition Severance Obligations.

6. The Debtors shall maintain a schedule of amounts paid related to the Compensation Obligations made pursuant to this Order, including the following information: (a) the name of the payee; (b) the date and amount of the payment; (c) the category or type of payment; and (d) the Debtor or non-Debtor that made the payment. The Debtors shall provide a copy of such schedule to the U.S. Trustee, the advisors to the DIP Lenders and the advisors to the Creditors' Committee on the 12th of every month.

7. The Debtors shall not make any payments on account of the Compensation Obligations to any Insiders (as such term is defined in Bankruptcy Code section 101(31)) without further order of this Court.

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

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

9. Notwithstanding anything in this Order to the contrary, any payment to be made, or any authorization contained hereunder, shall be subject to the terms of any orders authorizing debtor in possession financing or the use of cash collateral approved by this Court in these chapter 11 cases (including with respect to any budget governing or relating to such use), including, without limitation, the *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] (as each order may be amended or become final in accordance with the terms thereof, the "DIP Order") and the Approved Budget (as defined in the DIP Order); and to the extent there is any inconsistency between the terms of such DIP Order and any action taken or proposed to be taken hereunder, the terms of such DIP Order and the Approved Budget shall control.

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

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

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

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

Houston, Texas
Dated: _____, 2022

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

This is Exhibit **"C"** referred to in the Affidavit of Michael K. Robinson sworn before me on July 12, 2022 by videoconference in accordance with O. Reg 431/20.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Natalie Levine
LSO# 64908K

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

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

DEBTORS' MOTION
FOR ENTRY OF AN ORDER (I) APPROVING
OMNIBUS CLAIMS OBJECTION PROCEDURES AND
(II) AUTHORIZING THE DEBTORS TO FILE SUBSTANTIVE OMNIBUS
OBJECTIONS TO CLAIMS PURSUANT TO BANKRUPTCY RULE 3007(c), (d)

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

The above captioned debtors and debtors in possession (the "Debtors") state the following in support of this motion (this "Motion"):

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto (the "Order"), (a) approving the objection procedures described herein and (b) authorizing the Debtors to assert substantive objections to "claims," as that term is defined by section 101(5) of

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

title 11 of the United States Code (the "Bankruptcy Code"), including any claims for administrative expenses asserted under Bankruptcy Code section 503(b) (collectively, "Claims"), in an omnibus format pursuant to rules 3007(c) and (d) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent, pursuant to Bankruptcy Rule 7008, to the entry of a final order.

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

4. The statutory bases for the relief requested herein are Bankruptcy Code sections 105(a) and 502(a), Rule 3007-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "Bankruptcy Local Rules"), and the Procedures for Complex Cases in the Southern District of Texas (effective August 1, 2021) (the "Complex Rules").

Background

5. On April 11, 2022 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. On the Petition Date, the Court entered an order [Docket No. 27] authorizing the procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). On April 25, 2022, an official committee of unsecured creditors (the "Committee") was appointed by the United States Trustee (the "U.S. Trustee") [Docket No. 137].

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

7. On May 11, 2022, the Court entered its Order (I)(A) Approving Bidding Procedures for the Sale of the Debtors' Assets, (B) Scheduling an Auction and Approving the Form and Manner of Notice thereof, (C) Approving Assumption and Assignment Procedures and (D) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief [Docket No. 219] (the "Bid Procedures Order").

8. On June 3, 2022, the Debtors filed the Combined Disclosure Statement and Joint Chapter 11 Plan of Sungard AS New Holdings, LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 257] (as may be amended from time to time, the "Plan"). The conditional hearing is set for June 29, 2022, at 2:00 p.m. (prevailing Central Time). The confirmation hearing is anticipated to be held on August 9, 2022, at 2:00 p.m. (prevailing Central Time), with consummation of the Plan expected shortly thereafter.

9. The Debtors and their non-Debtor affiliates (collectively, the "Company") provide high availability, cloud-connected infrastructure services built to deliver business resilience to their customers in the event of an unplanned business disruption, ranging from man-made events

to natural disasters. As of the Petition Date, the Debtors employed approximately 585 individuals in the United States and Canada, operated 55 facilities (comprising 24 data centers and 31 work area recovery centers) and provided services to approximately 2,001 customers across the United States, the United Kingdom, Canada, Ireland, France, India, Belgium, Luxembourg and Poland. The Company generated approximately $587 million in revenue for fiscal year 2021 and, as of the Petition Date, the Debtors had approximately $424 million in aggregate principal amount of prepetition funded debt obligations.

Claims Reconciliation Process

10. On May 11, 2022, the Court entered the Order (I) Setting Bar Dates for Filing Proofs of Claim Including Requests for Payment Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form of and Manner for Filing Proofs of Claim, Including Section 503(b)(9) Requests, and (IV) Approving Notice of Bar Dates [Docket No. 213] (the "Bar Date Order"). Pursuant to the Bar Date Order, the Court established June 22, 2022 as the deadline for non-governmental units to file proofs of claim (the "General Bar Date") and October 10, 2022 as the deadline by which governmental units and must file proofs of claim (the "Governmental Bar Date" and, collectively with the General Bar Date, the "Bar Dates").[2]

11. On June 3, 2022, the Debtors filed their respective Schedules A/B, C, D, E, F, G and H (collectively, the "Schedules") and their statements of financial affairs, in accordance with the deadline set by the Order (I) Extending Time to File (A) Schedules of Assets and Liabilities, (B) Schedules of Current Income and Expenditures, (C) Schedules of Executory Contracts and

[2] The Bar Date Order also established the deadline by which Claims arising from the Debtors' rejection of unexpired leases and executory contracts and Claims related to the amendment of the Debtors' Schedules must be filed. Each of such deadlines is incorporated into the defined term "Bar Dates" by this reference.

Unexpired Leases, (D) Statements of Financial Affairs and (E) Rule 2015.3 Financial Reports and (II) Granting Related Relief [Docket No. 10].

12. At this time, the Debtors and their advisors anticipate that Claims will be filed or scheduled in the approximate aggregate amount of over $135 million. By the General Bar Date, the Debtors received 342 proofs of claim, for a total of 940 scheduled or filed Claims. The Debtors expect a significant number of proofs of claim will need to be reconciled because potential creditors did not receive proof of claim forms that were customized to match the Schedules. The Debtors anticipate that Claims will fall into several broad categories, including unpaid trade vendor balances, lease rejection damages, other contract-related Claims, tax claims, and pending litigation.

13. The Debtors seek approval of the objection procedures to address expeditiously the disputed Claims and facilitate consummation of the Plan and distributions to creditors. The Debtors may need to file objections to certain Claims in a short time frame (a) to fix voting rights of disputed Claims by the deadline set forth in the solicitation procedures and (b) to provide potential bidders with greater clarity as to the potential claims pool and create a more transparent auction process.

Proposed Objection Procedures

14. To expedite and ultimately complete the Claim resolution process in a timely, efficient and cost-effective manner, the Debtors seek to implement procedures, substantially in the form attached to the Order as Exhibit 1 (the "Objection Procedures"), to govern omnibus objections to Claims.

15. The Objection Procedures describe the key aspects of the proposed Claims objection process, including, among other things:

a. the form of omnibus objection (each, an "Omnibus Objection") to be filed by the Debtors;

b. the types of exhibits and supporting documentation that the Debtors will include with each Omnibus Objection;

c. the form of the notice that will be provided to affected creditors (the "Objection Notice");

d. where reasonably available, the information necessary for affected creditors to attempt to resolve the objection to their Claim and/or file a formal response thereto, and the implications of failing to timely resolve or respond to an objection;

e. information relating to withdrawing a claimant's proof of claim; and

f. information relating to hearings on Omnibus Objections.

16. The Objection Procedures also provide that rule 68 of the Federal Rules of Civil Procedure (the "Federal Rules") will apply to Omnibus Objections, as modified in the Objection Procedures. Rule 68 of the Federal Rules governs offers of judgment and provides that a party defending against a claim may serve on an opposing party (the "Offeree") an offer that will allow judgment on the specified terms. Fed. R. Civ. P. 68(a). If the offer is accepted, the court enters judgment and terminates the case. Id. If the offer is rejected and the Offeree ultimately obtains a judgment that is less favorable than the unaccepted offer, the Offeree must pay the costs incurred after the date the offer was made. Id. 68(d). The Debtors intend to utilize Federal Rule 68 only against represented parties. The Debtors seek this relief in order to decrease costs that may arise in the context of informal resolution of an Omnibus Objection, so that resolution can be reached in a timely and efficient manner. The text of Federal Rule 68 is included in the Objection Procedures. Notwithstanding the requirement under Federal Rule 68 that the Offeree "must" pay costs incurred after an offer is rejected and a more favorable outcome for the Offeree is not obtained, the Debtors propose to limit the application of such provision so that the Debtors may, but are not obligated to, seek reimbursement of such costs. This approach strikes an appropriate

balance of rights because the Objection Procedures allow only the Debtor to make offers of judgment, but with this limitation the offer cannot be used as both a shield and a sword.

17. To protect the due process rights of creditors, the Objection Procedures seek to preserve the procedural safeguards for omnibus claim objections set forth in Bankruptcy Rule 3007(e) and Bankruptcy Local Rule 3007-1. Any affected creditors will be served with a copy of the Omnibus Objection along with an Objection Notice, substantially in the form attached to the Order as Exhibit 2, which will include, among other things: (a) a schedule with the names of the claimants that are subject to the Objection and the applicable Claim numbers; (b) the general basis of the objection to each Claim; (c) the response deadline and response procedures; and (d) the date, time and location of the hearing and related procedures.

18. The Debtors seek approval of the Withdrawal of Claim Form attached to the Order as Exhibit 3. The Withdrawal of Claim Form is intended only to allow a claimant to withdraw their Claim after an Objection is filed, notwithstanding Bankruptcy Rule 3006, and is not intended to modify any other provision of Bankruptcy Rule 3006.

Basis for Relief

19. Bankruptcy Code section 502(a) provides that "[a] claim or interest, proof of which is filed under section 501 of this title, is deemed allowed, unless a party in interest . . . objects."[3] Bankruptcy Rule 3001 states that "a proof of claim executed and filed in accordance with these rules shall constitute prima facie evidence of the validity and amount of the claim."[4] Under Bankruptcy Code section 1111(a), scheduled claims are treated as proofs of claim.[5] The Debtors must review all Claims in the chapter 11 cases as part of the Claims reconciliation process.

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[3] 11 U.S.C. § 502(a).

[4] Fed. R. Bankr. P. 3001.

[5] See 11 U.S.C. § 1111(a) ("A proof of claim . . . is deemed filed under section 501 of this title for any claim . . . that appears in the schedules . . . except a claim . . . that is scheduled as disputed, contingent or unliquidated.").

20. Bankruptcy Rule 3007 requires that an objection to a proof of claim be made in writing and that the claimant be provided with not less than thirty days' notice of the hearing to be held in respect of such objection.[6] Bankruptcy Rule 3007(c) prohibits joining multiple objections into an omnibus claim objection, '[u]nless otherwise ordered by the court or permitted by subdivision (d).'' Bankruptcy Rule 3007(d), in turn, provides that:

> [O]bjections to more than one claim may be joined in an omnibus objection if all the claims were filed by the same entity, or the objections are solely based on the grounds that the claims should be disallowed, in whole or in part, because:
>
> (1) they duplicate other claims;
>
> (2) they have been filed in the wrong case;
>
> (3) they have been amended by subsequently filed proofs of claim;
>
> (4) they were not timely filed;
>
> (5) they have been satisfied or released during the case in accordance with the Code, applicable rules, or a court order;
>
> (6) they were presented in a form that does not comply with applicable rules, and the objection states that the objector is unable to determine the validity of the claim because of the noncompliance;
>
> (7) they are interests, rather than claims; or
>
> (8) they assert priority in an amount that exceeds the maximum amount under § 507 of the Code.

21. In addition to the grounds enumerated in Bankruptcy Rule 3007(d) for filing omnibus objections to claims, Bankruptcy Rule 3007(c) affords the Court discretion to authorize omnibus objections based upon grounds beyond those explicitly delineated by Bankruptcy Rule 3007(d).[7]

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[6] See Fed. R. Bankr. P. 3007(a).

[7] See Fed. R. Bankr. P. 3007(c) ("Unless otherwise ordered by the court or permitted by subdivision (d), objections to more than one claim shall not be joined in a single objection.").

22. Furthermore, Bankruptcy Code section 105(a) provides that a bankruptcy court may "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]." Under Bankruptcy Code section 105(a), the Court has expansive equitable power to fashion any order or decree that is in the interest of preserving or protecting the value of a debtor's assets, as long as the powers conferred under Bankruptcy Code section 105 are "exercised within the confines of the Bankruptcy Code."[8]

23. Although the Debtors expect to object to a number of Claims on the grounds enumerated in Bankruptcy Rule 3007(d), certain Claims may necessitate objections on additional grounds not expressly set forth therein (collectively, the "Additional Grounds"), including that such Claims, in whole or in part:

a. fail to specify the asserted Claim amount (or only list the Claim amount as "unliquidated");

b. seek recovery of amounts for which the Debtors are not liable;

c. are satisfied by payment in full or in part on account of such Claim from a party that is not a debtor, including one or more of the Debtors' insurers;

d. are incorrectly or improperly classified;

e. are filed against non-Debtors, the incorrect Debtor, or multiple Debtors;

f. fail to specify a Debtor against which the Claim is asserted;

g. are disallowed or subordinated to all Claims senior to or equal to the asserted Claim arising out of the purchase or sale of a security of the Debtor or affiliate pursuant to section 510(b) of the Bankruptcy Code;

h. are disallowed pursuant to, or asserted in an amount, priority, or on terms that are otherwise inconsistent with, the Plan; or

i. have not been timely filed by parties to prepetition litigation with the Debtors.

[8] See Disch v. Rasmussen, 417 F.3d 769, 777 (7th Cir. 2005) (internal citation omitted); Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1069 (2d Cir. 1983) ("[A] bankruptcy judge must have substantial freedom to tailor his orders to meet differing circumstances.").

24. The relief sought in this Motion will allow the Claims resolution process to be completed in a timely, efficient and cost-effective manner by avoiding the expense and delay of preparing and filing hundreds of individualized objections based on the same or similar underlying grounds. Notably, the Objection Procedures protect creditors' due process rights by implementing the same safeguards for omnibus objections set forth in Bankruptcy Rule 3007(e) and Bankruptcy Local Rule 3007-1 and the individualized noticing process described above. Furthermore, and in conformity with paragraph 34 of the Complex Rules, the Objection Procedures do not "shift the burden of proof, discovery rights or burdens, or pleading requirements."

25. Authorizing the Debtors to file omnibus objections to Claims pursuant to the Objection Procedures is an appropriate use of the Court's power under section 105(a) of the Bankruptcy Code and conforms to the spirit of Bankruptcy Rule 3007(e) and Bankruptcy Local Rule 3007-1.

26. Consistent with the terms of Bankruptcy Rule 3007(f), the Debtors request that any order sustaining an omnibus objection constitutes a final order with respect to the Claims referenced in such order as if an individual objection had been filed to each Claim.

27. The relief requested herein appropriately balances judicial and administrative efficiency with due process rights and promotes a prompt resolution of the Claims in furtherance of both a transparent auction process and certainty of voting rights. The Debtors request that the Court approve the relief requested herein.

Reservation of Rights

28. Nothing contained herein or any actions taken by the Debtors pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (a) an admission as to the validity, priority, or amount of any particular claim against a Debtor entity; (b) a waiver of the Debtors' right to dispute any particular claim on any grounds; (c) a promise or requirement

to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined herein or in any order granting the relief requested by this Motion, or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law.

Notice

29. Notice of the hearing on the relief requested in this Motion will be provided by the Debtors in accordance and compliance with Bankruptcy Rules 4001 and 9014, as well as the Bankruptcy Local Rules, and is sufficient under the circumstances. The Debtors will provide notice to parties-in-interest, including: (a) the Office of the United States Trustee for the Southern District of Texas; (b) counsel for the Committee; (c) the entities listed as holding the 30 largest unsecured claims against the Debtors (on a consolidated basis); (d) counsel for PNC Bank, National Association, as the administrative agent under the Debtors' prepetition revolving credit facility and ABL DIP facility; (e) counsel for Alter Domus Products Corp., as the administrative agent under each of the Debtors' prepetition term loan facilities; (f) counsel for the ad hoc group of term loan lenders and the term loan DIP lenders; (g) counsel for Acquiom Agency Services LLC, as term loan DIP agent under the Debtors' term loan DIP facility; (h) the United States Attorney's Office for the Southern District of Texas; (i) counsel to the Information Officer; (j) the Internal Revenue Service; (k) the United States Securities and Exchange Commission; (l) the Environmental Protection Agency and all similar state environmental agencies for states in which the Debtors conduct business; (m) the state attorneys general in the states where the Debtors

conduct their business operations; and (n) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no further notice is necessary.

WHEREFORE, the Debtors request that the Court enter an order substantially in the form attached hereto, granting the relief requested in this Motion and granting such other and further relief as is appropriate under the circumstances.

Dated: June 24, 2022

/s/ Jennifer F. Wertz

JACKSON WALKER LLP
Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
Rebecca Blake Chaikin (S.D. Tex. Bar No. 3394311)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavenaugh@jw.com
jwertz@jw.com
rchaikin@jw.com

Co-Counsel to the Debtors and
Debtors in Possession

AKIN GUMP STRAUSS HAUER & FELD LLP
Philip C. Dublin (admitted pro hac vice)
Meredith A. Lahaie (admitted pro hac vice)
Matthew D. Friedrick (admitted pro hac vice)
One Bryant Park
New York, New York 10036
Telephone: (212) 872-1000
Facsimile: (212) 872-1002
Email: pdublin@akingump.com
mlahaie@akingump.com
mfriedrick@akingump.com
-and-

AKIN GUMP STRAUSS HAUER & FELD LLP
Marty L. Brimmage, Jr. (TX Bar No. 00793386)
Lacy M. Lawrence (TX Bar No. 24055913)
Zach D. Lanier (TX Bar No. 24124968)
2300 N. Field Street, Suite 1800
Dallas, Texas 75201
Telephone: (214) 969-2800
Facsimile: (214) 969-4343
Email: mbrimmage@akingump.com
llawrence@akingump.com
zlanier@akingump.com

Co-Counsel to the Debtors and Debtors in Possession

Certificate of Service

I certify that on June 24, 2022, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Jennifer F. Wertz
Jennifer F. Wertz

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

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

ORDER (I) APPROVING
OMNIBUS CLAIMS OBJECTION PROCEDURES AND
(II) AUTHORIZING THE DEBTORS TO FILE SUBSTANTIVE OMNIBUS
OBJECTIONS TO CLAIMS PURSUANT TO BANKRUPTCY RULE 3007

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") (I) approving the Objection Procedures attached hereto and (II) authorizing the Debtors to assert substantive objections to Claims in an omnibus format pursuant to Bankruptcy Rule 3007(c) and (d), all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors'

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

[2] Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Motion.

estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor it is HEREBY ORDERED THAT:

1. The Debtors may file Omnibus Objections that include objections to Claims on any basis provided for in Bankruptcy Rule 3007(d), Bankruptcy Local Rule 3007-1 and/or the Additional Grounds.

2. The Debtors are authorized to file and prosecute any Omnibus Objections in accordance with the Objection Procedures attached hereto as Exhibit 1, which are hereby approved, and the other procedural safeguards set forth in Bankruptcy Rule 3007(e) and Bankruptcy Local Rule 3007-1. Rule 68 of the Federal Rules of Civil Procedure applies to Omnibus Objections as set forth in the Objection Procedures.

3. The form of Objection Notice attached hereto as Exhibit 2 and the Withdrawal of Proof of Claim form attached hereto as Exhibit 3 are approved.

4. The relief accorded herein shall also be available to the reorganized Debtors and any plan administrator or other successor-in interest to be appointed pursuant to a confirmed plan.

5. Nothing in this Order shall affect the Debtors' (or the applicable successor entities') authority to pay Claims to the extent authorized by a separate order of the Court.

6. For the avoidance of doubt, the Debtors (or the applicable successor entities) may include scheduled Claims in Omnibus Objections.

7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order, the Motion, or the Objection Procedures shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of any right of any Debtor (or the applicable successor entity) to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume any prepetition agreement, contract or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity or perfection or seek avoidance of all such liens.

8. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

9. This Order is immediately effective and enforceable upon its entry.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

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

Dated: _____, 2022

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Objection Procedures

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

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

PROCEDURES FOR FILING OMNIBUS CLAIMS OBJECTIONS

1. Grounds for Omnibus Objections. In addition to those grounds expressly set forth in Bankruptcy Rule 3007(d), the Debtors[2] may file omnibus objections (each, an "Omnibus Objection") to Claims on the grounds (the "Additional Grounds") that such Claims, in part or in whole:

a. fail to specify the asserted Claim amount (or only list the Claim amount as "unliquidated");

b. seek recovery of amounts for which the Debtors are not liable;

c. are satisfied by payment in full or in part on account of such Claim from a party that is not a debtor, including one or more of the Debtors' insurers;

d. are incorrectly or improperly classified;

e. are filed against non-Debtors, the incorrect Debtor, or multiple Debtors;

f. fail to specify a Debtor against whom the Claim is asserted;

g. are disallowed or subordinated to all Claims or interests senior to or equal to the asserted Claim or interest arising out of the purchase or sale of a security of a Debtor or affiliate thereof pursuant to Bankruptcy Code section 510(b);

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

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

h. are disallowed pursuant to, or asserted in an amount, priority, or on terms that are otherwise inconsistent with, the Plan; or

i. have not been timely filed by parties to prepetition litigation with the Debtors.

2. Form of Omnibus Objection. Each Omnibus Objection will be numbered consecutively, regardless of basis. The Claims subject to the Omnibus Objection will be listed alphabetically by claimant on the schedules attached to each Omnibus Objection.

3. Supporting Documentation. In accordance with Local Bankruptcy Rule 3007-1, Omnibus Objections must include an affidavit or declaration signed by a person with personal knowledge supporting the objection.

4. Claims Exhibits. An exhibit listing the Claims that are subject to the particular Omnibus Objection will be attached thereto. Each exhibit will include only the Claims to which there is a common basis for the objection. Claims for which there is more than one basis for the objection will be referenced on each exhibit applicable thereto. Including a Claim on one exhibit will not constitute a waiver of the Debtors' right to object to the Claim on an additional basis or bases. The exhibits will include, without limitation, the following information:

a. the Claims that are the subject of the Omnibus Objection and, if applicable, the Proof of Claim number(s) related thereto from the claims register;

b. the asserted amount of the Claim;

c. the grounds for the objection; and

d. other information, as applicable, including: (i) the proposed classification of Claims the Debtors seek to reclassify; (ii) the proposed allowed Claim amounts of claims the Debtors seek to reduce; and/or (iii) the surviving Claims, if any, of claimants affected by the Omnibus Objection.

5. Objection Notice. Each Omnibus Objection will be accompanied by an objection notice, substantially in the form annexed to the Order as Exhibit 2 (the "Objection Notice"), which will:

a. describe the basic nature of the objection;

b. inform creditors how to file a written response (each, a "Response") to the objection;

c. identify the hearing date, if applicable, and information on how to participate; and

d. describe how copies of proofs of claim, the Omnibus Objection, and other pleadings filed in the chapter 11 cases may be obtained.

6. Notice and Service. Each Omnibus Objection will be filed with the Court and served electronically using the Court's electronic filing system. Each Omnibus Objection (along with a copy of the Objection Notice and these Procedures) will be mailed to each claimholder that is subject to such objection.

7. Omnibus Claims Objection Hearings. Each Omnibus Objection shall be set for hearing no less than 30 days after service of the Omnibus Objection (each, a "Hearing"), unless otherwise ordered by the Court. For all Hearings:

a. Unless agreed to by the Debtors and the claimant, or otherwise ordered by the Court, the first hearing on any Omnibus Objection shall be a non-evidentiary status conference.

b. Upon no less than 10 days' notice, the Debtors, or any claimant that has filed a timely response, may file a motion to continue any Hearing.

c. By agreement (email being sufficient), the Debtors and claimants may agree to reset any Hearing with respect to any Claim.

8. Hearing Participation. The first Hearing on an Omnibus Objection shall be a status conference and shall be a virtual hearing consistent with section I of the Complex Procedures (i.e., no in-person participation will be permitted). Unless otherwise ordered by the Court, all subsequent Hearings on an Omnibus Objection will be remote hearings consistent with section H of the Complex Procedures (i.e., all parties may elect to appear either in person or virtually). Instructions for appearing at the Hearing shall be included on the first page of each Omnibus Objection.

9. Contested Matter. Each Claim subject to an Omnibus Objection and the Response thereto shall constitute a separate contested matter as contemplated by Bankruptcy Rule 9014, and any order entered by the Court will be deemed a separate order with respect to such Claim.

Responses to Omnibus Objections

10. Parties Required to File a Response. Any party who disagrees with an Omnibus Objection is required to file a Response in accordance with the procedures set forth herein and to appear at the Hearing(s) with respect to their Claim. If a claimant whose Claim is subject to an Omnibus Objection does not file and serve a Response in compliance with the procedures below or fails to appear at the Hearing(s), the Court may grant the relief requested in the Omnibus Objection with respect to such Claim without further notice to the claimant.

11. Failure to Respond. A Response that is not filed and served in accordance with the procedures set forth herein may not be considered by the Court at the Hearing. Absent reaching an agreement with the Debtors resolving the objection to a Claim, failure to timely file and serve a Response as set forth herein or to appear at the Hearing(s) may result in the Court

granting the Omnibus Objection without further notice or hearing. Upon entry of an order sustaining an Omnibus Objection, affected creditors will be served with such order.

12. Response Contents. Each Response must contain the following (at a minimum):

a. This case caption:[3]

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

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

b. The responding party's name and the number of the Omnibus Objection to which the Response is directed,

c. The factual basis and specific reasons for disagreement with the Omnibus Objection;

d. If applicable, the Proof of Claim number(s) from the Claims Register to which the Response relates; and

e. The following contact information for the responding party:

(i) the name, address, telephone number, and email address of the responding claimant or the name, address, telephone number, and email address of the claimant's attorney or designated representative to whom the attorneys for the Debtors should serve a reply to the Response, if any; or

(ii) the name, address, telephone number, and email address of the party with authority to reconcile, settle, or otherwise resolve the objection on the claimant's behalf.

13. Filing and Service of the Response. A Response will be deemed timely only if it is filed with the Court and served electronically using the Court's electronic filing system and

[3] The Debtors may revise these procedures for service purposes to include the case caption of a remaining case in the event that Case No. 22-90018 is closed in the future.

actually received on the response date specified in the Objection Notice (the "Response Deadline") by the following parties (the "Notice Parties"):

1) Debtors' counsel:

Philip C. Dublin
Meredith A. Lahaie
Matthew D. Friedrick
AKIN GUMP STRAUSS HAUER & FELD LLP
One Bryant Park
New York, New York 10036
Telephone: (212) 872-1000
Facsimile: (212) 872-1002
pdublin@akingump.com
mlahaie@akingump.com
mfriedrick@akingump.com

- and -

Marty L. Brimmage, Jr.
Lacy M. Lawrence
Zach D. Lanier
AKIN GUMP STRAUSS HAUER & FELD LLP
2300 N. Field Street, Suite 1800
Dallas, Texas 75201
Telephone: (214) 969-2800
Facsimile: (214) 969-4343
mbrimmage@akingump.com
llawrence@akingump.com
zlanier@akinhump.com

- and -

Matthew D. Cavenaugh
Jennifer F. Wertz
Rebecca Blake Chaikin
Victoria N. Argeroplos
JACKSON WALKER LLP
1401 McKinney Street, Suite 1900
Houston, Texas 77010
mcavenaugh@jw.com
jwertz@jw.com
rchaikin@jw.com
vargeroplos@jw.com
JWSungard@jw.com

2) The U.S. Trustee:

Hector Duran
Stephen Statham
Office of the United States Trustee for the Southern District of Texas
515 Rusk St, Ste. 3516
Houston, Texas 77002
hector.duran.jr@usdoj.com
stephen.statham@usdoj.com

3) Counsel to the Unsecured Creditors' Committee:

Robert J. Feinstein
Bradford J. Sandler
Shirley S. Cho
PACHULSKI STANG ZIEHL & JONES LLP
780 Third Avenue, 34th Floor
New York, NY 10017
(212) 561-7700
rfeinstein@pszjlaw.com
bsandler@pszjlaw.com
scho@pszjlaw.com

- and -

Michael D. Warner
Benjamin L. Wallen
PACHULSKI STANG ZIEHL & JONES LLP
440 Louisiana Street, Suite 900
Houston, TX 77002
(713) 691-9385
mwarner@pszjlaw.com
bwallen@pszjlaw.com

If you do not have electronic filing privileges, you must also mail your Response to the Court, such that it is received by the Response Deadline, at:

Nathan Oschner
Clerk of Court
515 Rusk Street, 5th Floor
Houston, Texas 77002

14. Informal Resolution. Parties to an Omnibus Objection may engage in settlement discussions to resolve the matter without the need for a hearing. The Debtors may utilize Rule 68

of the Federal Rules of Civil Procedure with respect to Omnibus Objections, as modified by this paragraph 14. Rule 68 provides, in pertinent part:

> (a) MAKING AN OFFER; JUDGMENT ON AN ACCEPTED OFFER. At least 14 days before the date set for trial, a party objecting to a claim may serve on an opposing party an offer to allow judgment on specified terms, with the costs then accrued. If, within 14 days after being served, the opposing party serves written notice accepting the offer, either party may then file the offer and notice of acceptance, plus proof of service. The clerk must then enter judgment.
>
> (b) UNACCEPTED OFFER. An unaccepted offer is considered withdrawn, but it does not preclude a later offer. Evidence of an unaccepted offer is not admissible except in a proceeding to determine costs.
>
> * * *
>
> (d) PAYING COSTS AFTER AN UNACCEPTED OFFER. If the judgment that the offeree finally obtains is not more favorable than the unaccepted offer, the offeree must pay the costs incurred after the offer was made.

The Debtors will not utilize Rule 68 against unrepresented parties. Rule 68(d) is further modified such that if the ruling finally obtained is not more favorable to the offeree than the unaccepted offer, the Debtors may seek reimbursement of costs incurred after the offer was made.

The Ad Hoc Group of Term Loan Lenders has consent rights, which consent shall not be unreasonably withheld, over any settlement of an Objection that results in a Claim being allowed at a higher priority or a secured, priority or administrative Claim being allowed at an amount more than $100,000 greater than what the Debtors asserted in their Objection to such Claim.

Miscellaneous

15. Additional Information. Copies of these procedures, the Motion, the Order or any other pleadings (the "Pleadings") filed in these chapter 11 cases are available at no cost at the Debtors' restructuring website https://cases.ra.kroll.com/SungardAS. You may also obtain copies of any of the Pleadings filed in these chapter 11 cases for a fee at the Court's website at https://ecf.txsb.uscourts.gov/. A login identification and password to the Court's Public Access to Court Electronic Records ("PACER") are required to access this information and can be obtained through the PACER Service Center at http://www.pacer.gov.

16. Reservation of Rights. NOTHING IN ANY OMNIBUS OBJECTION OR OBJECTION NOTICE IS INTENDED OR SHALL BE DEEMED TO CONSTITUTE (A) AN ADMISSION AS TO THE VALIDITY OF ANY PREPETITION CLAIM AGAINST A DEBTOR ENTITY; (B) A WAIVER OF ANY RIGHT OF ANY DEBTOR TO DISPUTE ANY PREPETITION CLAIM ON ANY GROUNDS, ASSERT COUNTERCLAIMS, RIGHTS OF OFFSET OR RECOUPMENT, DEFENSES, OBJECT TO CLAIMS (OR OTHER CLAIMS OR CAUSES OF ACTION OF A CLAIMANT) ON ANY GROUNDS NOT PREVIOUSLY RAISED IN AN OBJECTION, UNLESS THE COURT HAS ALLOWED A CLAIM OR ORDERED OTHERWISE, OR SEEK TO ESTIMATE ANY CLAIM AT A LATER DATE; (C) A PROMISE

OR REQUIREMENT TO PAY ANY PREPETITION CLAIM; (D) AN IMPLICATION OR ADMISSION THAT ANY PARTICULAR CLAIM IS OF A TYPE SPECIFIED OR DEFINED IN THIS MOTION OR ANY ORDER GRANTING THE RELIEF REQUESTED BY THIS MOTION; (E) A REQUEST OR AUTHORIZATION TO ASSUME ANY PREPETITION AGREEMENT, CONTRACT, OR LEASE PURSUANT TO BANKRUPTCY CODE SECTION 365; OR (F) A WAIVER OF ANY RIGHT OF ANY DEBTOR UNDER THE BANKRUPTCY CODE OR ANY OTHER APPLICABLE LAW.

Exhibit 2

Objection Notice

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

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

NOTICE OF OBJECTION TO CLAIM

Sungard AS New Holdings, LLC, or one of its debtor-affiliates (collectively, the "Debtors"), has filed an objection to the proof of claim you filed in this bankruptcy case (your "Claim" or "Proof of Claim") on the basis that it [general basis].

Your Claim may be reduced, modified, or eliminated. You should read these papers carefully and discuss them with your attorney, if you have one. This Notice package includes:

1. The Debtors' [Number] Omnibus Objection to Certain Proofs of Claim (the "Omnibus Objection");

2. The Omnibus Objection Procedures;[2]

3. A form to complete and deliver to the Debtors' claims agent should you wish to withdraw your Proof of Claim(s); and

4. This Notice.

If you do not want the Court to eliminate your Claim, then on or before [DATE] (the "Response Deadline"), you or your lawyer must file a written response (a "Response") in accordance with the Omnibus Objection Procedures. Please review the Omnibus Objection Procedures and follow the instructions for filing Responses to Omnibus Objections to ensure that your Response is timely and correctly filed and served. If you mail your Response to the

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

[2] On [____], 2022, the Court entered an order [Docket No. __] approving procedures for filing and resolving objections to Claims asserted against the Debtors in these chapter 11 cases (the "Omnibus Objection Procedures").

Court for filing, you must mail it early enough so that the Court will receive it on or before the Response Deadline.

If you disagree with the Omnibus Objection, you must participate in the Hearing. The Hearing will take place on [DATE] at [TIME] a/p.m. in Courtroom 400, United States Bankruptcy Court, 515 Rusk, 4th Floor, Houston, Texas 77002. The Hearing will be a status conference and will be a virtual hearing consistent with section I of the Complex Procedures (i.e., no in-person participation will be permitted).

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

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

If you or your attorney do not take these steps in accordance with the Omnibus Objection Procedures, the Court may decide that you do not oppose the objection to your Claim. Judge Jones's home page is available here: https://www.txs.uscourts.gov/content/chief-united-states-bankruptcy-judge-david-r-jones.

Copies of the Omnibus Objection, the Omnibus Objection Procedures, and all other pleadings (the "Pleadings") filed in these bankruptcy cases are available for free at https://cases.ra.kroll.com/SungardAS. You may also obtain copies of any of the Pleadings filed in these bankruptcy cases for a fee at https://ecf.txsb.uscourts.gov/. A login identification and password to the Public Access to Court Electronic Records ("PACER") are required to access this information and can be obtained through the PACER Service Center at http://www.pacer.gov.

Dated: [ ]

/s/

JACKSON WALKER LLP
Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
Rebecca Blake Chaikin (S.D. Bar No. 3394311)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavenaugh@jw.com
jwertz@jw.com
rchaikin@jw.com

Co-Counsel to the Debtors and
Debtors in Possession

AKIN GUMP STRAUSS HAUER & FELD LLP
Philip C. Dublin (admitted pro hac vice)
Meredith A. Lahaie (admitted pro hac vice)
Matthew D. Friedrick (admitted pro hac vice)
One Bryant Park
New York, New York 10036
Telephone: (212) 872-1000
Facsimile: (212) 872-1002
Email: pdublin@akingump.com
mlahaie@akingump.com
mfriedrick@akingump.com
-and-

AKIN GUMP STRAUSS HAUER & FELD LLP
Marty L. Brimmage, Jr. (TX Bar No. 00793386)
Lacy M. Lawrence (TX Bar No. 24055913)
Zach D. Lanier (TX Bar No. 24124968)
2300 N. Field Street, Suite 1800
Dallas, Texas 75201
Telephone: (214) 969-2800
Facsimile: (214) 969-4343
Email: mbrimmage@akingump.com
llawrence@akingump.com
zlanier@akingump.com

Co-Counsel to the Debtors and Debtors in Possession

Exhibit 3

Withdrawal of Proof of Claim Form

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

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

WITHDRAWAL OF PROOF OF CLAIM NO. _____

Claimant, _____ [Claimant Name(s)],

hereby withdraws with prejudice its proof of claim No. _____ [Claim Number(s)].

Signed: _____

Print Name: _____

Title: _____

Claimant Name: _____

Address: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Please mail this form via U.S. Mail to:
Sungard AS New Holdings LLC Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

Or, you may email this form to SGASTeam@ra.kroll.com

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

This is Exhibit **"D"** referred to in the Affidavit of Michael K. Robinson sworn before me on July 12, 2022 by videoconference in accordance with O. Reg 431/20.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Natalie Levine
LSO# 64908K

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

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

NOTICE OF REVISED DATES FOR AUCTION, SALE HEARING AND HEARING FOR CONDITIONAL APPROVAL OF THE DISCLOSURE STATEMENT

PLEASE TAKE NOTICE OF THE FOLLOWING:

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

2. On May 11, 2022, the Court entered an order [Docket No. 219] (the "Bidding Procedures Order")[2] approving, among other things, certain Bidding Procedures attached as Exhibit 1 to the Bidding Procedures Order, which establish the key dates and times related to the Auction and the Sale. Among other dates, the Bidding Procedures Order set (a) July 7, 2022 at 12:00 p.m. (prevailing Central Time) as the Final Bid Deadline, (b) July 11, 2022 at 10:00 a.m. (prevailing Eastern Time) as the date of the Auction, (c) July 13, 2022 at 12:00 p.m. (prevailing Central Time) as the deadline for Adequate Assurance Objections and any objections to the identity of the Successful Bidder(s) and (d) July 14, 2022 at 3:00 p.m. (prevailing Central Time) as the date of the Sale Hearing.

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

[2] Capitalized terms used but not otherwise defined have the meanings set forth in the Bidding Procedures Order.

3. On June 3, 2022, the Debtors filed the Debtors' Motion for Entry of an Order (I) Conditionally Approving the Disclosure Statement; (II) Approving the Combined Hearing Notice; (III) Approving the Solicitation and Notice Procedures; (IV) Approving the Forms of Ballots and Notices; (V) Approving Certain Dates and Deadlines in Connection with the Solicitation and Confirmation of the Plan and (VI) Scheduling a Combined Hearing on (A) Final Approval of the Disclosure Statement and (B) Confirmation of the Plan [Docket No. 258] (the "Conditional Disclosure Statement Motion").

4. On June 29, 2022, the Debtors filed the Notice of Hearings on Approval of the Disclosure Statement, the Proposed Sale Transaction, and KERP Motion [Docket No. 424], which, among other things, rescheduled the Sale Hearing and the hearing on the Conditional Disclosure Statement Motion to July 13, 2022 at 2:30 p.m. (prevailing Central Time).

5. In accordance with the Debtors' right to modify the Bidding Procedures and the requirements set forth therein, the date of the Auction has been rescheduled to August 1, 2022 at 10:00 a.m. (prevailing Eastern Time).

6. The deadline for Adequate Assurance Objections and any objections to the identity of the Successful Bidder(s) will be August 2, 2022.

7. The Sale Hearing and the hearing on the Conditional Disclosure Statement Motion will be held on August 3, 2022 at 10:30 a.m. (prevailing Central Time) before the Honorable David R. Jones, United States Bankruptcy Judge, at the United Bankruptcy Court for the Southern District of Texas, Houston Division, 515 Rusk Street Courtroom 400, Houston, Texas 77002.

8. All objections previously filed to the proposed Sale Transactions, including Cure Objections, that have not otherwise been resolved by the parties, will be adjourned and may be heard by the Court at the Sale Hearing or at a hearing subsequent to the Sale Hearing in accordance with the Bidding Procedures.

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

Dated: July 8, 2022
Houston, Texas

/s/ Jennifer F. Wertz

JACKSON WALKER LLP
Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
Rebecca Blake Chaikin (S.D. Bar No. 3394311)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavenaugh@jw.com
jwertz@jw.com
rchaikin@jw.com

Co-Counsel to the Debtors and
Debtors in Possession

AKIN GUMP STRAUSS HAUER & FELD LLP
Philip C. Dublin (admitted pro hac vice)
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One Bryant Park
New York, New York 10036
Telephone: (212) 872-1000
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Email: pdublin@akingump.com
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-and-

AKIN GUMP STRAUSS HAUER & FELD LLP
Marty L. Brimmage, Jr. (TX Bar No. 00793386)
Lacy M. Lawrence (TX Bar No. 24055913)
Zach D. Lanier (TX Bar No. 24124968)
2300 N. Field Street, Suite 1800
Dallas, Texas 75201
Telephone: (214) 969-2800
Facsimile: (214) 969-4343
Email: mbrimmage@akingump.com
llawrence@akingump.com
zlanier@akingump.com

Co-Counsel to the Debtors and
Debtors in Possession

Certificate of Service

I certify that on July 8, 2022, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Jennifer F. Wertz
Jennifer F. Wertz

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

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF MICHAEL K. ROBINSON
(sworn July 12, 2022)

CASSELS BROCK & BLACKWELL LLP
Scotia Plaza, Suite 2100
40 King Street West
Toronto, Ontario M5H 3C2

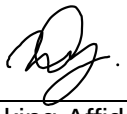
Ryan Jacobs LSO#: 59510J
Tel: 416.860.6465
rjacobs@cassels.com

Jane Dietrich LSO#: 49302U
Tel: 416.860.5223
jdietrich@cassels.com

Natalie E. Levine LSO#: 64908K
Tel: 416.860.6568
nlevine@cassels.com

Lawyers for the Foreign Representative

This is Exhibit **"C"** referred to in the Affidavit of Michael K. Robinson sworn before me on July 21, 2022 by videoconference in accordance with O. Reg 431/20.



Commissioner for Taking Affidavits (or as may be)

Commissioner Name: William Onyeaju
LSO#: 81919E

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket Nos. 404**

CERTIFICATE OF COUNSEL WITH RESPECT TO THE DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) APPROVING OMNIBUS CLAIMS OBJECTION PROCEDURES AND (II) AUTHORIZING THE DEBTORS TO FILE SUBSTANTIVE OMNIBUS OBJECTIONS TO CLAIMS PURSUANT TO BANKRUPTCY RULE 3007(c), (d)

Pursuant to the *Procedures for Complex Chapter 11 Cases in the Southern District of Texas*, the undersigned counsel for the above-captioned debtor (the "Debtor") certifies as follows:

1. On June 24, 2022, the Debtors filed the *Motion for Entry of an Order (I) Approving Omnibus Claims Objection Procedures and (II) Authorizing the Debtors to File Substantive Omnibus Objections to Claims Pursuant to Bankruptcy Rule 3007(c), (d)* ("Omnibus Procedures Motion") [Docket No. 404].

2. The deadline for parties to respond to the relief requested in the Omnibus Procedures Motion was July 15, 2022 (the "Objection Deadline"). No objections were filed on the docket on or before the Objection Deadline. Counsel for the Debtors received an informal response from the United States Trustee, which has been resolved by agreement on the attached

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

proposed order. No other responses to the relief requested in the Omnibus Procedures Motion were received informally by the Debtors.

3. The Debtors request that the Court enter the attached proposed order at its earliest convenience. A redline reflecting changes to the proposed order is also attached.

Dated: July 18, 2022

/s/ *Matthew D. Cavenaugh*

JACKSON WALKER LLP
Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
Rebecca Blake Chaikin (S.D. Tex. Bar No. 3394311)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavenaugh@jw.com
jwertz@jw.com
rchaikin@jw.com

Co-Counsel to the Debtors and Debtors in Possession

AKIN GUMP STRAUSS HAUER & FELD LLP
Philip C. Dublin (admitted *pro hac vice*)
Meredith A. Lahaie (admitted *pro hac vice*)
Matthew D. Friedrick (admitted *pro hac vice*)
One Bryant Park
New York, New York 10036
Telephone: (212) 872-1000
Facsimile: (212) 872-1002
Email: pdublin@akingump.com
mlahaie@akingump.com
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-and-

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Telephone: (214) 969-2800
Facsimile: (214) 969-4343
Email: mbrimmage@akingump.com
llawrence@akingump.com
zlanier@akingump.com

Co-Counsel to the Debtors and Debtors in Possession

Certificate of Service

I certify that on July 18, 2022, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ *Matthew D. Cavenaugh*
Matthew D. Cavenaugh

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

In re:	)	Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,[1]	)	Case No. 22-90018 (DRJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 404**

ORDER (I) APPROVING OMNIBUS CLAIMS OBJECTION PROCEDURES AND (II) AUTHORIZING THE DEBTORS TO FILE SUBSTANTIVE OMNIBUS OBJECTIONS TO CLAIMS PURSUANT TO BANKRUPTCY RULE 3007

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") (I) approving the Objection Procedures attached hereto and (II) authorizing the Debtors to assert substantive objections to Claims in an omnibus format pursuant to Bankruptcy Rule 3007(c) and (d), all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors'

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

[2] Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Motion.

estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor it is HEREBY ORDERED THAT:

1. The Debtors may file Omnibus Objections that include objections to Claims on any basis provided for in Bankruptcy Rule 3007(d), Bankruptcy Local Rule 3007-1 and/or the Additional Grounds.

2. The Debtors are authorized to file and prosecute any Omnibus Objections in accordance with the Objection Procedures attached hereto as **Exhibit 1**, which are hereby approved, and the other procedural safeguards set forth in Bankruptcy Rule 3007(e) and Bankruptcy Local Rule 3007-1. Rule 68 of the Federal Rules of Civil Procedure applies to Omnibus Objections as modified in the Objection Procedures.

3. The form of Objection Notice attached hereto as **Exhibit 2** and the Withdrawal of Proof of Claim form attached hereto as **Exhibit 3** are approved.

4. The relief accorded herein shall also be available to the reorganized Debtors and any plan administrator or other successor-in interest to be appointed pursuant to a confirmed plan.

5. Nothing in this Order shall affect the Debtors' (or the applicable successor entities') authority to pay Claims to the extent authorized by a separate order of the Court.

6. For the avoidance of doubt, the Debtors (or the applicable successor entities) may include scheduled Claims in Omnibus Objections.

7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order, the Motion, or the Objection Procedures shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of any right of any Debtor (or the applicable successor entity) to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume any prepetition agreement, contract or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity or perfection or seek avoidance of all such liens.

8. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

9. This Order is immediately effective and enforceable upon its entry.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

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

Dated: _____, 2022

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Objection Procedures

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

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

PROCEDURES FOR FILING OMNIBUS CLAIMS OBJECTIONS

1. Grounds for Omnibus Objections. In addition to those grounds expressly set forth in Bankruptcy Rule 3007(d), the Debtors[2] may file omnibus objections (each, an "Omnibus Objection") to Claims on the grounds (the "Additional Grounds") that such Claims, in part or in whole:

a. fail to specify the asserted Claim amount (or only list the Claim amount as "unliquidated");

b. seek recovery of amounts for which the Debtors are not liable;

c. are satisfied by payment in full or in part on account of such Claim from a party that is not a debtor, including one or more of the Debtors' insurers;

d. are incorrectly or improperly classified;

e. are filed against non-Debtors, the incorrect Debtor, or multiple Debtors;

f. fail to specify a Debtor against whom the Claim is asserted;

g. are disallowed or subordinated to all Claims or interests senior to or equal to the asserted Claim or interest arising out of the purchase or sale of a security of a Debtor or affiliate thereof pursuant to Bankruptcy Code section 510(b);

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h. are disallowed pursuant to, or asserted in an amount, priority, or on terms that are otherwise inconsistent with, the Plan; or

i. have not been timely filed by parties to prepetition litigation with the Debtors.

2. Form of Omnibus Objection. Each Omnibus Objection will be numbered consecutively, regardless of basis. The Claims subject to the Omnibus Objection will be listed alphabetically by claimant on the schedules attached to each Omnibus Objection.

3. Supporting Documentation. In accordance with Local Bankruptcy Rule 3007-1, Omnibus Objections must include an affidavit or declaration signed by a person with personal knowledge supporting the objection.

4. Claims Exhibits. An exhibit listing the Claims that are subject to the particular Omnibus Objection will be attached thereto. Each exhibit will include only the Claims to which there is a common basis for the objection. Claims for which there is more than one basis for the objection will be referenced on each exhibit applicable thereto. Including a Claim on one exhibit will not constitute a waiver of the Debtors' right to object to the Claim on an additional basis or bases. The exhibits will include, without limitation, the following information:

a. the Claims that are the subject of the Omnibus Objection and, if applicable, the Proof of Claim number(s) related thereto from the claims register;

b. the asserted amount of the Claim;

c. the grounds for the objection; and

d. other information, as applicable, including: (i) the proposed classification of Claims the Debtors seek to reclassify; (ii) the proposed allowed Claim amounts of claims the Debtors seek to reduce; and/or (iii) the surviving Claims, if any, of claimants affected by the Omnibus Objection.

5. Objection Notice. Each Omnibus Objection will be accompanied by an objection notice, substantially in the form annexed to the Order as **Exhibit 2** (the "Objection Notice"), which will:

a. describe the basic nature of the objection;

b. inform creditors how to file a written response (each, a "Response") to the objection;

c. identify the hearing date, if applicable, and information on how to participate; and

d. describe how copies of proofs of claim, the Omnibus Objection, and other pleadings filed in the chapter 11 cases may be obtained.

6. Notice and Service. Each Omnibus Objection will be filed with the Court and served electronically using the Court's electronic filing system. Each Omnibus Objection (along with a copy of the Objection Notice and these Procedures) will be mailed to each claimholder that is subject to such objection.

7. Omnibus Claims Objection Hearings. Each Omnibus Objection shall be set for hearing no less than 30 days after service of the Omnibus Objection (each, a "Hearing"), unless otherwise ordered by the Court. For all Hearings:

a. Unless agreed to by the Debtors and the claimant, or otherwise ordered by the Court, the first hearing on any Omnibus Objection shall be a non-evidentiary status conference.

b. Upon no less than 10 days' notice, the Debtors, or any claimant that has filed a timely response, may file a motion to continue any Hearing.

c. By agreement (email being sufficient), the Debtors and claimants may agree to reset any Hearing with respect to any Claim.

8. Hearing Participation. The first Hearing on an Omnibus Objection shall be a status conference and shall be a virtual hearing consistent with section I of the Complex Procedures (i.e., no in-person participation will be permitted). Unless otherwise ordered by the Court, all subsequent Hearings on an Omnibus Objection will be remote hearings consistent with section H of the Complex Procedures (i.e., all parties may elect to appear either in person or virtually). Instructions for appearing at the Hearing shall be included on the first page of each Omnibus Objection.

9. Contested Matter. Each Claim subject to an Omnibus Objection and the Response thereto shall constitute a separate contested matter as contemplated by Bankruptcy Rule 9014, and any order entered by the Court will be deemed a separate order with respect to such Claim.

Responses to Omnibus Objections

10. Parties Required to File a Response. Any party who disagrees with an Omnibus Objection is required to file a Response in accordance with the procedures set forth herein and to appear at the Hearing(s) with respect to their Claim. If a claimant whose Claim is subject to an Omnibus Objection does not file and serve a Response in compliance with the procedures below or fails to appear at the Hearing(s), the Court may grant the relief requested in the Omnibus Objection with respect to such Claim without further notice to the claimant.

11. Failure to Respond. A Response that is not filed and served in accordance with the procedures set forth herein may not be considered by the Court at the Hearing. **Absent reaching an agreement with the Debtors resolving the objection to a Claim, failure to timely file and serve a Response as set forth herein or to appear at the Hearing(s) may result in the Court**

granting the Omnibus Objection without further notice or hearing. Upon entry of an order sustaining an Omnibus Objection, affected creditors will be served with such order.

12. Response Contents. Each Response must contain the following (at a minimum):

a. This case caption:[3]

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

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

b. The responding party's name and the number of the Omnibus Objection to which the Response is directed,

c. The factual basis and specific reasons for disagreement with the Omnibus Objection;

d. If applicable, the Proof of Claim number(s) from the Claims Register to which the Response relates; and

e. The following contact information for the responding party:

(i) the name, address, telephone number, and email address of the responding claimant or the name, address, telephone number, and email address of the claimant's attorney or designated representative to whom the attorneys for the Debtors should serve a reply to the Response, if any; or

(ii) the name, address, telephone number, and email address of the party with authority to reconcile, settle, or otherwise resolve the objection on the claimant's behalf.

13. Filing and Service of the Response. A Response will be deemed timely only if it is filed with the Court and served electronically using the Court's electronic filing system and

[3] The Debtors may revise these procedures for service purposes to include the case caption of a remaining case in the event that Case No. 22-90018 is closed in the future.

actually received on the response date specified in the Objection Notice (the "Response Deadline") by the following parties (the "Notice Parties"):

1) Debtors' counsel:

Philip C. Dublin
Meredith A. Lahaie
Matthew D. Friedrick
AKIN GUMP STRAUSS HAUER & FELD LLP
One Bryant Park
New York, New York 10036
Telephone: (212) 872-1000
Facsimile: (212) 872-1002
pdublin@akingump.com
mlahaie@akingump.com
mfriedrick@akingump.com

- and -

Marty L. Brimmage, Jr.
Lacy M. Lawrence
Zach D. Lanier
AKIN GUMP STRAUSS HAUER & FELD LLP
2300 N. Field Street, Suite 1800
Dallas, Texas 75201
Telephone: (214) 969-2800
Facsimile: (214) 969-4343
mbrimmage@akingump.com
llawrence@akingump.com
zlanier@akinhump.com

- and -

Matthew D. Cavenaugh
Jennifer F. Wertz
Rebecca Blake Chaikin
Victoria N. Argeroplos
JACKSON WALKER LLP
1401 McKinney Street, Suite 1900
Houston, Texas 77010
mcavenaugh@jw.com
jwertz@jw.com
rchaikin@jw.com
vargeroplos@jw.com
JWSungard@jw.com

2) The U.S. Trustee:

Hector Duran
Stephen Statham
Office of the United States Trustee for the Southern District of Texas
515 Rusk St, Ste. 3516
Houston, Texas 77002
hector.duran.jr@usdoj.com
stephen.statham@usdoj.com

3) Counsel to the Unsecured Creditors' Committee:

Robert J. Feinstein
Bradford J. Sandler
Shirley S. Cho
PACHULSKI STANG ZIEHL & JONES LLP
780 Third Avenue, 34th Floor
New York, NY 10017
(212) 561-7700
rfeinstein@pszjlaw.com
bsandler@pszjlaw.com
scho@pszjlaw.com

- and -

Michael D. Warner
Benjamin L. Wallen
PACHULSKI STANG ZIEHL & JONES LLP
440 Louisiana Street, Suite 900
Houston, TX 77002
(713) 691-9385
mwarner@pszjlaw.com
bwallen@pszjlaw.com

If you do not have electronic filing privileges, you must also mail your Response to the Court, such that it is received by the Response Deadline, at:

Nathan Oschner
Clerk of Court
515 Rusk Street, 5th Floor
Houston, Texas 77002

14. Informal Resolution. Parties to an Omnibus Objection may engage in settlement discussions to resolve the matter without the need for a hearing. The Debtors may utilize Rule 68

of the Federal Rules of Civil Procedure with respect to Omnibus Objections, as modified by this paragraph 14. Rule 68 provides, in pertinent part:

> (a) MAKING AN OFFER; JUDGMENT ON AN ACCEPTED OFFER. At least 14 days before the date set for trial, a party objecting to a claim may serve on an opposing party an offer to allow judgment on specified terms, with the costs then accrued. If, within 14 days after being served, the opposing party serves written notice accepting the offer, either party may then file the offer and notice of acceptance, plus proof of service. The clerk must then enter judgment.
>
> (b) UNACCEPTED OFFER. An unaccepted offer is considered withdrawn, but it does not preclude a later offer. Evidence of an unaccepted offer is not admissible except in a proceeding to determine costs.
>
> * * *
>
> (d) PAYING COSTS AFTER AN UNACCEPTED OFFER. If the judgment that the offeree finally obtains is not more favorable than the unaccepted offer, the offeree must pay the costs incurred after the offer was made.

The Debtors will not utilize Rule 68 against unrepresented parties. Rule 68(d) is further modified such that if the ruling finally obtained is not more favorable to the offeree than the unaccepted offer, the Debtors may seek reimbursement of costs incurred after the offer was made.

The Ad Hoc Group of Term Loan Lenders has consent rights, which consent shall not be unreasonably withheld, over any settlement of an Objection that results in a Claim being allowed at a higher priority or a secured, priority or administrative Claim being allowed at an amount more than $100,000 greater than what the Debtors asserted in their Objection to such Claim.

Miscellaneous

15. Additional Information. Copies of these procedures, the Motion, the Order or any other pleadings (the "Pleadings") filed in these chapter 11 cases are available at no cost at the Debtors' restructuring website https://cases.ra.kroll.com/SungardAS. You may also obtain copies of any of the Pleadings filed in these chapter 11 cases for a fee at the Court's website at https://ecf.txsb.uscourts.gov/. A login identification and password to the Court's Public Access to Court Electronic Records ("PACER") are required to access this information and can be obtained through the PACER Service Center at http://www.pacer.gov.

16. Reservation of Rights. NOTHING IN ANY OMNIBUS OBJECTION OR OBJECTION NOTICE IS INTENDED OR SHALL BE DEEMED TO CONSTITUTE (A) AN ADMISSION AS TO THE VALIDITY OF ANY PREPETITION CLAIM AGAINST A DEBTOR ENTITY; (B) A WAIVER OF ANY RIGHT OF ANY DEBTOR TO DISPUTE ANY PREPETITION CLAIM ON ANY GROUNDS, ASSERT COUNTERCLAIMS, RIGHTS OF OFFSET OR RECOUPMENT, DEFENSES, OBJECT TO CLAIMS (OR OTHER CLAIMS OR CAUSES OF ACTION OF A CLAIMANT) ON ANY GROUNDS NOT PREVIOUSLY RAISED IN AN OBJECTION, UNLESS THE COURT HAS ALLOWED A CLAIM OR ORDERED

OTHERWISE, OR SEEK TO ESTIMATE ANY CLAIM AT A LATER DATE; (C) A PROMISE OR REQUIREMENT TO PAY ANY PREPETITION CLAIM; (D) AN IMPLICATION OR ADMISSION THAT ANY PARTICULAR CLAIM IS OF A TYPE SPECIFIED OR DEFINED IN THIS MOTION OR ANY ORDER GRANTING THE RELIEF REQUESTED BY THIS MOTION; (E) A REQUEST OR AUTHORIZATION TO ASSUME ANY PREPETITION AGREEMENT, CONTRACT, OR LEASE PURSUANT TO BANKRUPTCY CODE SECTION 365; OR (F) A WAIVER OF ANY RIGHT OF ANY DEBTOR UNDER THE BANKRUPTCY CODE OR ANY OTHER APPLICABLE LAW.

Exhibit 2

Objection Notice

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

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

NOTICE OF OBJECTION TO CLAIM

Sungard AS New Holdings, LLC, or one of its debtor-affiliates (collectively, the "Debtors"), has filed an objection to the proof of claim you filed in this bankruptcy case (your "Claim" or "Proof of Claim") on the basis that it [general basis].

Your Claim may be reduced, modified, or eliminated. You should read these papers carefully and discuss them with your attorney, if you have one. This Notice package includes:

1. The Debtors' [Number] Omnibus Objection to Certain Proofs of Claim (the "Omnibus Objection");

2. The Omnibus Objection Procedures;[2]

3. A form to complete and deliver to the Debtors' claims agent should you wish to withdraw your Proof of Claim(s); and

4. This Notice.

If you do not want the Court to eliminate your Claim, then on or before [DATE] (the "Response Deadline"), you or your lawyer must file a written response (a "Response") in accordance with the Omnibus Objection Procedures. **Please review the Omnibus Objection Procedures and follow the instructions for filing Responses to Omnibus Objections to ensure that your Response is timely and correctly filed and served.** If you mail your Response to the

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[2] On [____], 2022, the Court entered an order [Docket No. __] approving procedures for filing and resolving objections to Claims asserted against the Debtors in these chapter 11 cases (the "Omnibus Objection Procedures").

Court for filing, you must mail it early enough so that the Court will **receive** it on or before the Response Deadline.

If you disagree with the Omnibus Objection, you must participate in the Hearing. The Hearing will take place on **[DATE] at [TIME] a/p.m.** in Courtroom 400, United States Bankruptcy Court, 515 Rusk, 4th Floor, Houston, Texas 77002. The Hearing will be a status conference and will be a virtual hearing consistent with section I of the Complex Procedures (i.e., no in-person participation will be permitted).

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

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

If you or your attorney do not take these steps in accordance with the Omnibus Objection Procedures, the Court may decide that you do not oppose the objection to your Claim. Judge Jones's home page is available here: https://www.txs.uscourts.gov/content/chief-united-states-bankruptcy-judge-david-r-jones.

Copies of the Omnibus Objection, the Omnibus Objection Procedures, and all other pleadings (the "Pleadings") filed in these bankruptcy cases are available for free at https://cases.ra.kroll.com/SungardAS. You may also obtain copies of any of the Pleadings filed in these bankruptcy cases for a fee at https://ecf.txsb.uscourts.gov/. A login identification and password to the Public Access to Court Electronic Records ("PACER") are required to access this information and can be obtained through the PACER Service Center at http://www.pacer.gov.

Dated: [ ]

/s/

JACKSON WALKER LLP
Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
Rebecca Blake Chaikin (S.D. Bar No. 3394311)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavenaugh@jw.com
jwertz@jw.com
rchaikin@jw.com

Co-Counsel to the Debtors and Debtors in Possession

AKIN GUMP STRAUSS HAUER & FELD LLP
Philip C. Dublin (admitted *pro hac vice*)
Meredith A. Lahaie (admitted *pro hac vice*)
Matthew D. Friedrick (admitted *pro hac vice*)
One Bryant Park
New York, New York 10036
Telephone: (212) 872-1000
Facsimile: (212) 872-1002
Email: pdublin@akingump.com
mlahaie@akingump.com
mfriedrick@akingump.com

-and-

AKIN GUMP STRAUSS HAUER & FELD LLP
Marty L. Brimmage, Jr. (TX Bar No. 00793386)
Lacy M. Lawrence (TX Bar No. 24055913)
Zach D. Lanier (TX Bar No. 24124968)
2300 N. Field Street, Suite 1800
Dallas, Texas 75201
Telephone: (214) 969-2800
Facsimile: (214) 969-4343
Email: mbrimmage@akingump.com
llawrence@akingump.com
zlanier@akingump.com

Co-Counsel to the Debtors and Debtors in Possession

Exhibit 3

Withdrawal of Proof of Claim Form

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

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

WITHDRAWAL OF PROOF OF CLAIM NO. _____

Claimant, _____ [Claimant Name(s)],

hereby withdraws with prejudice its proof of claim No. _____ [Claim Number(s)].

Signed: _____

Print Name: _____

Title:_____

Claimant Name: _____

Address: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Please mail this form via U.S. Mail to:
Sungard AS New Holdings LLC Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

Or, you may email this form to
SGASTeam@ra.kroll.com

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

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

ORDER (I) APPROVING OMNIBUS CLAIMS OBJECTION PROCEDURES AND (II) AUTHORIZING THE DEBTORS TO FILE SUBSTANTIVE OMNIBUS OBJECTIONS TO CLAIMS PURSUANT TO BANKRUPTCY RULE 3007

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") (I) approving the Objection Procedures attached hereto and (II) authorizing the Debtors to assert substantive objections to Claims in an omnibus format pursuant to Bankruptcy Rule 3007(c) and (d), all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the

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

[2] Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Motion.

Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor it is HEREBY ORDERED THAT:

1. The Debtors may file Omnibus Objections that include objections to Claims on any basis provided for in Bankruptcy Rule 3007(d), Bankruptcy Local Rule 3007-1 and/or the Additional Grounds.

2. The Debtors are authorized to file and prosecute any Omnibus Objections in accordance with the Objection Procedures attached hereto as **Exhibit 1**, which are hereby approved, and the other procedural safeguards set forth in Bankruptcy Rule 3007(e) and Bankruptcy Local Rule 3007-1. Rule 68 of the Federal Rules of Civil Procedure applies to Omnibus Objections as ~~set forth~~modified in the Objection Procedures.

3. The form of Objection Notice attached hereto as **Exhibit 2** and the Withdrawal of Proof of Claim form attached hereto as **Exhibit 3** are approved.

4. The relief accorded herein shall also be available to the reorganized Debtors and any plan administrator or other successor-in interest to be appointed pursuant to a confirmed plan.

5. Nothing in this Order shall affect the Debtors' (or the applicable successor entities') authority to pay Claims to the extent authorized by a separate order of the Court.

6. For the avoidance of doubt, the Debtors (or the applicable successor entities) may

include scheduled Claims in Omnibus Objections.

7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order, the Motion, or the Objection Procedures shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of any right of any Debtor (or the applicable successor entity) to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume any prepetition agreement, contract or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity or perfection or seek avoidance of all such liens.

8. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

9. This Order is immediately effective and enforceable upon its entry.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

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

Dated: _____, 2022

_____
DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Objection Procedures

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

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

PROCEDURES FOR FILING OMNIBUS CLAIMS OBJECTIONS

1. Grounds for Omnibus Objections. In addition to those grounds expressly set forth in Bankruptcy Rule 3007(d), the Debtors[2] may file omnibus objections (each, an "Omnibus Objection") to Claims on the grounds (the "Additional Grounds") that such Claims, in part or in whole:

a. fail to specify the asserted Claim amount (or only list the Claim amount as "unliquidated");

b. seek recovery of amounts for which the Debtors are not liable;

c. are satisfied by payment in full or in part on account of such Claim from a party that is not a debtor, including one or more of the Debtors' insurers;

d. are incorrectly or improperly classified;

e. are filed against non-Debtors, the incorrect Debtor, or multiple Debtors;

f. fail to specify a Debtor against whom the Claim is asserted;

g. are disallowed or subordinated to all Claims or interests senior to or equal to the asserted Claim or interest arising out of the purchase or sale of a security of a Debtor or affiliate thereof pursuant to Bankruptcy Code section 510(b);

h. are disallowed pursuant to, or asserted in an amount, priority, or on terms

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

that are otherwise inconsistent with, the Plan; or

i. have not been timely filed by parties to prepetition litigation with the Debtors.

2. Form of Omnibus Objection. Each Omnibus Objection will be numbered consecutively, regardless of basis. The Claims subject to the Omnibus Objection will be listed alphabetically by claimant on the schedules attached to each Omnibus Objection.

3. Supporting Documentation. In accordance with Local Bankruptcy Rule 3007-1, Omnibus Objections must include an affidavit or declaration signed by a person with personal knowledge supporting the objection.

4. Claims Exhibits. An exhibit listing the Claims that are subject to the particular Omnibus Objection will be attached thereto. Each exhibit will include only the Claims to which there is a common basis for the objection. Claims for which there is more than one basis for the objection will be referenced on each exhibit applicable thereto. Including a Claim on one exhibit will not constitute a waiver of the Debtors' right to object to the Claim on an additional basis or bases. The exhibits will include, without limitation, the following information:

a. the Claims that are the subject of the Omnibus Objection and, if applicable, the Proof of Claim number(s) related thereto from the claims register;

b. the asserted amount of the Claim;

c. the grounds for the objection; and

d. other information, as applicable, including: (i) the proposed classification of Claims the Debtors seek to reclassify; (ii) the proposed allowed Claim amounts of claims the Debtors seek to reduce; and/or (iii) the surviving Claims, if any, of claimants affected by the Omnibus Objection.

5. Objection Notice. Each Omnibus Objection will be accompanied by an objection notice, substantially in the form annexed to the Order as **Exhibit 2** (the "Objection Notice"), which will:

a. describe the basic nature of the objection;

b. inform creditors how to file a written response (each, a "Response") to the objection;

c. identify the hearing date, if applicable, and information on how to participate; and

d. describe how copies of proofs of claim, the Omnibus Objection, and other pleadings filed in the chapter 11 cases may be obtained.

6. Notice and Service. Each Omnibus Objection will be filed with the Court and

served electronically using the Court's electronic filing system. Each Omnibus Objection (along with a copy of the Objection Notice and these Procedures) will be mailed to each claimholder that is subject to such objection.

7. Omnibus Claims Objection Hearings. Each Omnibus Objection shall be set for hearing no less than 30 days after service of the Omnibus Objection (each, a "Hearing"), unless otherwise ordered by the Court. For all Hearings:

a. Unless agreed to by the Debtors and the claimant, or otherwise ordered by the Court, the first hearing on any Omnibus Objection shall be a non-evidentiary status conference.

b. Upon no less than 10 days' notice, the Debtors, or any claimant that has filed a timely response, may file a motion to continue any Hearing.

c. By agreement (email being sufficient), the Debtors and claimants may agree to reset any Hearing with respect to any Claim.

8. Hearing Participation. The first Hearing on an Omnibus Objection shall be a status conference and shall be a virtual hearing consistent with section I of the Complex Procedures (i.e., no in-person participation will be permitted). Unless otherwise ordered by the Court, all subsequent Hearings on an Omnibus Objection will be remote hearings consistent with section H of the Complex Procedures (i.e., all parties may elect to appear either in person or virtually). Instructions for appearing at the Hearing shall be included on the first page of each Omnibus Objection.

9. Contested Matter. Each Claim subject to an Omnibus Objection and the Response thereto shall constitute a separate contested matter as contemplated by Bankruptcy Rule 9014, and any order entered by the Court will be deemed a separate order with respect to such Claim.

Responses to Omnibus Objections

10. Parties Required to File a Response. Any party who disagrees with an Omnibus Objection is required to file a Response in accordance with the procedures set forth herein and to appear at the Hearing(s) with respect to their Claim. If a claimant whose Claim is subject to an Omnibus Objection does not file and serve a Response in compliance with the procedures below or fails to appear at the Hearing(s), the Court may grant the relief requested in the Omnibus Objection with respect to such Claim without further notice to the claimant.

11. Failure to Respond. A Response that is not filed and served in accordance with the procedures set forth herein may not be considered by the Court at the Hearing. **Absent reaching an agreement with the Debtors resolving the objection to a Claim, failure to timely file and serve a Response as set forth herein or to appear at the Hearing(s) may result in the Court granting the Omnibus Objection without further notice or hearing.** Upon entry of an order sustaining an Omnibus Objection, affected creditors will be served with such order.

12. Response Contents. Each Response must contain the following (at a minimum):

a. This case caption:[3]

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

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

b. The responding party's name and the number of the Omnibus Objection to

[3] The Debtors may revise these procedures for service purposes to include the case caption of a remaining case in the event that Case No. 22-90018 is closed in the future.

which the Response is directed,

c. The factual basis and specific reasons for disagreement with the Omnibus Objection;

d. If applicable, the Proof of Claim number(s) from the Claims Register to which the Response relates; and

e. The following contact information for the responding party:

(i) the name, address, telephone number, and email address of the responding claimant or the name, address, telephone number, and email address of the claimant's attorney or designated representative to whom the attorneys for the Debtors should serve a reply to the Response, if any; or

(ii) the name, address, telephone number, and email address of the party with authority to reconcile, settle, or otherwise resolve the objection on the claimant's behalf.

13. Filing and Service of the Response. A Response will be deemed timely only if it is filed with the Court and served electronically using the Court's electronic filing system and *actually received* on the response date specified in the Objection Notice (the "Response Deadline") by the following parties (the "Notice Parties"):

1) Debtors' counsel:

Philip C. Dublin
Meredith A. Lahaie
Matthew D. Friedrick
AKIN GUMP STRAUSS HAUER & FELD LLP
One Bryant Park
New York, New York 10036
Telephone: (212) 872-1000
Facsimile: (212) 872-1002
pdublin@akingump.com
mlahaie@akingump.com
mfriedrick@akingump.com

- and -

Marty L. Brimmage, Jr.
Lacy M. Lawrence
Zach D. Lanier
AKIN GUMP STRAUSS HAUER & FELD LLP
2300 N. Field Street, Suite 1800
Dallas, Texas 75201
Telephone: (214) 969-2800
Facsimile: (214) 969-4343
mbrimmage@akingump.com
llawrence@akingump.com
zlanier@akinhump.com

- and -

Matthew D. Cavenaugh
Jennifer F. Wertz
Rebecca Blake Chaikin
Victoria N. Argeroplos
JACKSON WALKER LLP
1401 McKinney Street, Suite 1900
Houston, Texas 77010
mcavenaugh@jw.com
jwertz@jw.com
rchaikin@jw.com
vargeroplos@jw.com
JWSungard@jw.com

2) The U.S. Trustee:

Hector Duran
Stephen Statham
Office of the United States Trustee for the Southern District of Texas
515 Rusk St, Ste. 3516
Houston, Texas 77002
hector.duran.jr@usdoj.com
stephen.statham@usdoj.com

3) Counsel to the Unsecured Creditors' Committee:

Robert J. Feinstein
Bradford J. Sandler
Shirley S. Cho
PACHULSKI STANG ZIEHL & JONES LLP
780 Third Avenue, 34th Floor
New York, NY 10017
(212) 561-7700
rfeinstein@pszjlaw.com
bsandler@pszjlaw.com
scho@pszjlaw.com

- and -

Michael D. Warner
Benjamin L. Wallen
PACHULSKI STANG ZIEHL & JONES LLP
440 Louisiana Street, Suite 900
Houston, TX 77002
(713) 691-9385
mwarner@pszjlaw.com
bwallen@pszjlaw.com

If you do not have electronic filing privileges, you must also mail your Response to the Court, such that it is received by the Response Deadline, at:

Nathan Oschner
Clerk of Court
515 Rusk Street, 5th Floor
Houston, Texas 77002

14. Informal Resolution. Parties to an Omnibus Objection may engage in settlement discussions to resolve the matter without the need for a hearing. The Debtors may utilize Rule 68 of the Federal Rules of Civil Procedure with respect to Omnibus Objections, as modified by this

paragraph 14. Rule 68 provides, in pertinent part:

> (a) MAKING AN OFFER; JUDGMENT ON AN ACCEPTED OFFER. At least 14 days before the date set for trial, a party objecting to a claim may serve on an opposing party an offer to allow judgment on specified terms, with the costs then accrued. If, within 14 days after being served, the opposing party serves written notice accepting the offer, either party may then file the offer and notice of acceptance, plus proof of service. The clerk must then enter judgment.
>
> (b) UNACCEPTED OFFER. An unaccepted offer is considered withdrawn, but it does not preclude a later offer. Evidence of an unaccepted offer is not admissible except in a proceeding to determine costs.
>
> * * *
>
> (d) PAYING COSTS AFTER AN UNACCEPTED OFFER. If the judgment that the offeree finally obtains is not more favorable than the unaccepted offer, the offeree must pay the costs incurred after the offer was made.

The Debtors will not utilize Rule 68 against unrepresented parties. Rule 68(d) is further modified such that if the ruling finally obtained is not more favorable to the offeree than the unaccepted offer, the Debtors may seek reimbursement of costs incurred after the offer was made.

The Ad Hoc Group of Term Loan Lenders has consent rights, which consent shall not be unreasonably withheld, over any settlement of an Objection that results in a Claim being allowed at a higher priority or a secured, priority or administrative Claim being allowed at an amount more than $100,000 greater than what the Debtors asserted in their Objection to such Claim.

Miscellaneous

15. Additional Information. Copies of these procedures, the Motion, the Order or any other pleadings (the "Pleadings") filed in these chapter 11 cases are available at no cost at the Debtors' restructuring website https://cases.ra.kroll.com/SungardAS. You may also obtain copies of any of the Pleadings filed in these chapter 11 cases for a fee at the Court's website at https://ecf.txsb.uscourts.gov/. A login identification and password to the Court's Public Access to Court Electronic Records ("PACER") are required to access this information and can be obtained through the PACER Service Center at http://www.pacer.gov.

16. Reservation of Rights. NOTHING IN ANY OMNIBUS OBJECTION OR OBJECTION NOTICE IS INTENDED OR SHALL BE DEEMED TO CONSTITUTE (A) AN ADMISSION AS TO THE VALIDITY OF ANY PREPETITION CLAIM AGAINST A DEBTOR ENTITY; (B) A WAIVER OF ANY RIGHT OF ANY DEBTOR TO DISPUTE ANY PREPETITION CLAIM ON ANY GROUNDS, ASSERT COUNTERCLAIMS, RIGHTS OF OFFSET OR RECOUPMENT, DEFENSES, OBJECT TO CLAIMS (OR OTHER CLAIMS OR CAUSES OF ACTION OF A CLAIMANT) ON ANY GROUNDS NOT PREVIOUSLY RAISED IN AN OBJECTION, UNLESS THE COURT HAS ALLOWED A CLAIM OR ORDERED OTHERWISE, OR SEEK TO ESTIMATE ANY CLAIM AT A LATER DATE; (C)

A PROMISE OR REQUIREMENT TO PAY ANY PREPETITION CLAIM; (D) AN IMPLICATION OR ADMISSION THAT ANY PARTICULAR CLAIM IS OF A TYPE SPECIFIED OR DEFINED IN THIS MOTION OR ANY ORDER GRANTING THE RELIEF REQUESTED BY THIS MOTION; (E) A REQUEST OR AUTHORIZATION TO ASSUME ANY PREPETITION AGREEMENT, CONTRACT, OR LEASE PURSUANT TO BANKRUPTCY CODE SECTION 365; OR (F) A WAIVER OF ANY RIGHT OF ANY DEBTOR UNDER THE BANKRUPTCY CODE OR ANY OTHER APPLICABLE LAW.

Exhibit 2

Objection Notice

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

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

NOTICE OF OBJECTION TO CLAIM

Sungard AS New Holdings, LLC, or one of its debtor-affiliates (collectively, the "Debtors"), has filed an objection to the proof of claim you filed in this bankruptcy case (your "Claim" or "Proof of Claim") on the basis that it [general basis].

Your Claim may be reduced, modified, or eliminated. You should read these papers carefully and discuss them with your attorney, if you have one. This Notice package includes:

1. The Debtors' [Number] Omnibus Objection to Certain Proofs of Claim (the "Omnibus Objection");

2. The Omnibus Objection Procedures;[2]

3. A form to complete and deliver to the Debtors' claims agent should you wish to withdraw your Proof of Claim(s); and

4. This Notice.

If you do not want the Court to eliminate your Claim, then on or before [DATE] (the "Response Deadline"), you or your lawyer must file a written response (a "Response") in accordance with the Omnibus Objection Procedures. **Please review the Omnibus Objection Procedures and follow the instructions for filing Responses to Omnibus Objections to ensure that your Response is timely and correctly filed and served.** If you mail your Response to the

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[2] On [____], 2022, the Court entered an order [Docket No. __] approving procedures for filing and resolving objections to Claims asserted against the Debtors in these chapter 11 cases (the "Omnibus Objection Procedures").

Court for filing, you must mail it early enough so that the Court will **receive** it on or before the Response Deadline.

If you disagree with the Omnibus Objection, you must participate in the Hearing. The Hearing will take place on **[DATE] at [TIME] a/p.m.** in Courtroom 400, United States Bankruptcy Court, 515 Rusk, 4th Floor, Houston, Texas 77002. The Hearing will be a status conference and will be a virtual hearing consistent with section I of the Complex Procedures (i.e., no in-person participation will be permitted).

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

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

If you or your attorney do not take these steps in accordance with the Omnibus Objection Procedures, the Court may decide that you do not oppose the objection to your Claim. Judge Jones's home page is available here: https://www.txs.uscourts.gov/content/chief-united-states-bankruptcy-judge-david-r-jones.

Copies of the Omnibus Objection, the Omnibus Objection Procedures, and all other pleadings (the "Pleadings") filed in these bankruptcy cases are available for free at https://cases.ra.kroll.com/SungardAS. You may also obtain copies of any of the Pleadings filed in these bankruptcy cases for a fee at https://ecf.txsb.uscourts.gov/. A login identification and password to the Public Access to Court Electronic Records ("PACER") are required to access this information and can be obtained through the PACER Service Center at http://www.pacer.gov.

Dated: [ ]

/s/

JACKSON WALKER LLP
Matthew D. Cavenaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
Rebecca Blake Chaikin (S.D. Bar No. 3394311)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavenaugh@jw.com
jwertz@jw.com
rchaikin@jw.com

Co-Counsel to the Debtors and Debtors in Possession

AKIN GUMP STRAUSS HAUER & FELD LLP
Philip C. Dublin (admitted *pro hac vice*)
Meredith A. Lahaie (admitted *pro hac vice*)
Matthew D. Friedrick (admitted *pro hac vice*)
One Bryant Park
New York, New York 10036
Telephone: (212) 872-1000
Facsimile: (212) 872-1002
Email: pdublin@akingump.com
mlahaie@akingump.com
mfriedrick@akingump.com

-and-

AKIN GUMP STRAUSS HAUER & FELD LLP
Marty L. Brimmage, Jr. (TX Bar No. 00793386)
Lacy M. Lawrence (TX Bar No. 24055913)
Zach D. Lanier (TX Bar No. 24124968)
2300 N. Field Street, Suite 1800
Dallas, Texas 75201
Telephone: (214) 969-2800
Facsimile: (214) 969-4343
Email: mbrimmage@akingump.com
llawrence@akingump.com
zlanier@akingump.com

Co-Counsel to the Debtors and Debtors in Possession

Exhibit 3

Withdrawal of Proof of Claim Form

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

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

WITHDRAWAL OF PROOF OF CLAIM NO. _____

Claimant, _____ [Claimant Name(s)],

hereby withdraws with prejudice its proof of claim No. _____ [Claim Number(s)].

Signed: _____

Print Name: _____

Title:_____

Claimant Name: _____

Address: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Please mail this form via U.S. Mail to:
Sungard AS New Holdings LLC Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

Or, you may email this form to
SGASTeam@ra.kroll.com

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

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF MICHAEL K. ROBINSON
(sworn July 21, 2022)

CASSELS BROCK & BLACKWELL LLP
Scotia Plaza, Suite 2100
40 King Street West
Toronto, Ontario M5H 3C2

Ryan Jacobs LSO#: 59510J
Tel: 416.860.6465
rjacobs@cassels.com

Jane Dietrich LSO#: 49302U
Tel: 416.860.5223
jdietrich@cassels.com

Natalie E. Levine LSO#: 64908K
Tel: 416.860.6568
nlevine@cassels.com

Lawyers for the Foreign Representative

TAB 3

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	THURSDAY, THE 28th
JUSTICE MCEWEN	)	DAY OF JULY, 2022

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

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

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

ORDER
(RECOGNITION OF FOREIGN ORDERS)

THIS MOTION, made by Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuité des Affaires (Canada) Ltée in its capacity as the foreign representative (the "**Foreign Representative**") of itself and the other Debtors (as defined in the affidavit of Michael K. Robinson sworn July 21, 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, among other things, recognizing and giving full force and effect in all provinces and territories of Canada to the orders of the U.S. Bankruptcy Court described below, substantially in the form enclosed in the Motion Record, was heard by judicial videoconference via Zoom at Toronto, Ontario due to the COVID-19 crisis.

ON READING the Notice of Motion, the Robinson Affidavit, the Affidavit of William Onyeaju sworn July ●, 2022 and the Third Report of Alvarez & Marsal Canada Inc., in its capacity as Information Officer dated July ●, 2022, each filed, and upon hearing the submissions of counsel for the Foreign Representative, counsel for the Information Officer, and

counsel for the other parties appearing on the counsel slip; and no one else appearing although duly served as appears from the affidavits of service of William Onyeaju sworn July ●, 2022 and July ●, 2022, each filed:

SERVICE AND DEFINITIONS

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

2. THIS COURT ORDERS that capitalized terms used herein and not otherwise defined have the meaning given to them in the Robinson Affidavit.

RECOGNITION OF FOREIGN ORDER

3. THIS COURT ORDERS that the following orders, granted by the U.S. Bankruptcy Court in the Chapter 11 Cases, are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

a) *Order (I) Authorizing and Approving the Rejection of an Unexpired Lease of Non-Residential Real Property, (II) Authorizing and Approving the Rejection of Certain Executory Contracts and (III) Granting Related Relief* (the "**Rejection Order**"), a copy of which is attached hereto as **Schedule "A"**; and

b) *Order (I) Approving Omnibus Claims Objection Procedures and (II) Authorizing the Debtors to File Substantive Omnibus Objections to Claims Pursuant to Bankruptcy Rule 3007* (the "**Omnibus Objection Procedures Order**"), a copy of which is attached hereto as **Schedule "B"**.

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 other Debtors, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give

effect to this Order, or to assist the other Debtors, the Foreign Representative, and the Information Officer, and their respective counsel and agents in carrying out the terms of this Order.

5. THIS COURT ORDERS that the Foreign Representative and the Information Officer shall be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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

The Honourable Justice McEwen

Schedule “A”

Schedule “B”

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

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

RECOGNITION ORDER
(RECOGNITION OF FOREIGN ORDERS)

CASSELS BROCK & BLACKWELL LLP
Scotia Plaza, Suite 2100
40 King Street West
Toronto, Ontario M5H 3C2

Ryan Jacobs LSO#: 59510J
Tel: 416.860.6465
rjacobs@cassels.com

Jane Dietrich LSO#: 49302U
Tel: 416.860.5223
jdietrich@cassels.com

Natalie E. Levine LSO#: 64908K
Tel: 416.860.6568
nlevine@cassels.com

Lawyers for the Foreign Representative

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MOTION RECORD
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CASSELS BROCK & BLACKWELL LLP
Scotia Plaza, Suite 2100
40 King Street West
Toronto, Ontario M5H 3C2

Ryan Jacobs LSO#: 59510J
Tel: 416.860.6465
rjacobs@cassels.com

Jane Dietrich LSO#: 49302U
Tel: 416.860.5223
jdietrich@cassels.com

Natalie E. Levine LSO#: 64908K
Tel: 416.860.6568
nlevine@cassels.com

Lawyers for the Foreign Representative