

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

THE HONOURABLE MADAM	)	THURSDAY, THE 2 nd
JUSTICE CONWAY	)	DAY OF JUNE, 2022

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

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

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

**ORDER
(RECOGNITION OF FOREIGN ORDERS)**

THIS MOTION, made by Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee in its capacity as the foreign representative (the "**Foreign Representative**") of itself and the other Debtors (as defined in the affidavit of Michael K. Robinson sworn May 26, 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 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 May 31, 2022 and the Second Supplement to the First Report of Alvarez & Marsal Canada Inc., in its capacity as Information Officer dated May 30, 2022, each filed, and upon hearing the submissions of counsel for the Foreign Representative, counsel for the Information Officer, and counsel for the other parties appearing on the counsel slip; and no one else appearing

although duly served as appears from the affidavits of service of William Onyeaju sworn May 26, 2022 and May 31, 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 ORDERS

3. THIS COURT ORDERS that the following orders of the U.S. Bankruptcy Court made 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 Certain Unexpired Leases of Non-Residential Real Property and (II) Granting Related Relief*, a copy of which is attached hereto as **Schedule “A”**; and
 - b) *Order Approving Procedures for De Minimis Asset Sales*, a copy of which is attached hereto as **Schedule “B”**.

GENERAL

3. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States of America to give effect to this Order and to assist the Debtors, the Foreign Representative, the Information Officer, and their respective counsel and agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the other Debtors, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the other Debtors, the Foreign Representative, and the Information Officer, and their respective counsel and agents in carrying out the terms of this Order.
4. THIS COURT ORDERS that the Foreign Representative and the Information Officer shall be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory

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

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



The Honourable Justice Conway

Schedule “A”

ENTERED

May 31, 2022

Nathan Ochsner, Clerk

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

In re:	)	Chapter 11
)	
SUNGARD AS NEW HOLDINGS, LLC, <i>et al.</i> , ¹	)	Case No. 22-90018 (DRJ)
)	
Debtors.	)	(Jointly Administered)
)	
	)	Re: Docket No. 197

**ORDER (I) AUTHORIZING AND APPROVING
THE REJECTION OF CERTAIN UNEXPIRED LEASES OF
NON-RESIDENTIAL REAL PROPERTY AND (II) 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 (i) reject certain unexpired leases of non-residential real property (the “Rejected Leases”) effective retroactive to the corresponding date on Schedule 1 attached to this Order, and (ii) abandon certain personal property (the “Personal Property”) located at the premises of the Rejected Leases, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found 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

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.

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 Rejected Leases listed on Schedule 1 attached hereto are rejected under Bankruptcy Code section 365 effective as of the date specified for each Rejected Lease as listed on Schedule 1.

2. The Debtors are authorized to (i) abandon or (ii) with the consent of the counterparty of the Rejected Lease, transfer ownership to such counterparty, *provided* that the applicable counterparty shall not have any administrative claims under the Bankruptcy Code in connection with such 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 11 U.S.C. 363(f). The applicable counterparty to each Rejected Lease may dispose of such Personal Property without further notice to any party claiming an interest in such abandoned Personal Property.

3. The counterparty to each Rejected Lease must file a proof of claim, if at all, on or before the later of (a) the deadline for filing proofs of claim established in these chapter 11 cases and (b) 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 Rejected Leases; (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 any counterparty to a Rejected Lease, whether or not claims arise under, are related to the rejection of, or are independent of the Rejected Leases.

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.

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

Signed: May 31, 2022.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Schedule 1

Rejected Leases

No.	Non-Debtor Counterparty	Counterparty Address	Debtor Counterparty	Facility Type	Location Address	Rejection Effective Date	Abandoned Personal Property
1	QAB #1 Investments Limited Ltd.	245 Victoria Ave, Suite 801 Westmount (Quebec) H3Z 2M6	Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuïte des Affaires (Canada) Ltee	Workplace Recovery	7405 Trans Canada Highway, Suite 200 Saint-Laurent, Province of Quebec -And- 3950 de la Cote-Vertu Boulevard, Suite 100 City of Montreal	May 31, 2022	Miscellaneous FF&E
2	Centre Pointe Limited Partnership	c/o North Pointe Realty, Inc. 5915 Landerbrook Drive, Suite 120 Mayfield Heights, OH 44124	Sungard Availably Services, LP	Workplace Recovery	155 Montrose W. Ave, Copley Township, Ohio 44321	May 31, 2022	Miscellaneous FF&E
3	Primera Towers (FL) Joint Venture LLC	c/o Parmenter, LLC 615 Crescent Executive Court, Suite 112 Lake Mary, FL 32746 Att: Property Manager	Sungard Availably Services, LP	Workplace Recovery	300 Primera Blvd. Lake Mary, FL 32746	May 31, 2022	Miscellaneous FF&E

Schedule “B”

ENTERED

May 23, 2022

Nathan Ochsner, Clerk

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

In re:	)	Chapter 11
)	
SUNGARD AS NEW HOLDINGS, LLC, <i>et al.</i> , ¹	)	Case No. 22-90018 (DRJ)
)	
Debtors.	)	(Jointly Administered)
)	
	)	Re: Docket No. 133

ORDER APPROVING PROCEDURES FOR DE MINIMIS ASSET SALES

Upon the motion (the “Motion”)² of the Debtors for entry of an order (this “Order”): approving expedited procedures for the sale of De Minimis Assets, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion

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

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

and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing (if any) establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

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

- a. With regard to De Minimis Asset Sales with a total sale value less than or equal to \$350,000:
 - i. the Debtors are authorized to consummate such sales if the Debtors determine in their reasonable exercise of business judgment, and subject to the terms of any prepetition or postpetition financing agreement and any order of the Court in connection therewith, that such sales are in the best interest of the estates, without further order of the Court, subject to the noticing procedures set forth herein;
 - ii. any such sales shall be, without need for any action by any party, final and fully authorized by the Court and may be, as provided in the documentation governing the applicable sale and to the extent permitted by the Bankruptcy Code and applicable non-bankruptcy law, final and free and clear of all Liens with such Liens attaching only to the proceeds of such sales with the same validity, extent and priority as immediately prior to the sale;
 - iii. the Debtors shall, at least seven (7) calendar days prior to closing such sale, give written notice containing Sale Notice Information (as defined below) with respect to such sale to: (a) the Office of the United States Trustee for the Southern District of Texas (the “U.S. Trustee”); (b) counsel for the Official Committee of Unsecured Creditors; (c) counsel for PNC Bank, National Association, as the administrative agent under the Debtors’ prepetition revolving credit facility and ABL DIP facility; (d) counsel for Alter Domus Products Corp., as the administrative agent under each of the Debtors’ prepetition term loan facilities; (e) counsel for the ad hoc group of term loan lenders and the term loan DIP lenders; (f) counsel for Acquiom

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

- iv. good faith purchasers of assets pursuant to these De Minimis Asset Sale Procedures shall be entitled to the protections of Bankruptcy Code section 363(m); and
 - v. if any of the Sale Notice Parties or a party in interest formally objects to a De Minimis Asset Sale, the De Minimis Asset may not be sold without resolution of the objection or further order of the Court.
- b. With regard to a De Minimis Asset Sale with a net total sale value greater than \$350,000 and less than or equal to \$1,000,000:
- i. the Debtors are authorized to consummate such sales if the Debtors determine in their reasonable exercise of business judgment, and subject to the terms of any prepetition or postpetition financing agreement and any order of the Court in connection therewith, that such sales are in the best interest of the estates, without further order of the Court, subject to the noticing procedures set forth herein;
 - ii. any such sales shall be, without need for any action by any party, final and fully authorized by the Court and may be, as provided in the documentation governing the applicable sale and to the extent permitted by the Bankruptcy Code and applicable non-bankruptcy law, final and free and clear of all Liens with such Liens attaching only to the proceeds of such sales with the same validity, extent and priority as immediately prior to the sale;
 - iii. the Debtors shall, at least ten (10) calendar days prior to closing such sale, file with the Court and give written notice of such sale substantially in the form attached to this Order as **Exhibit 1** (each notice, a "Sale Notice") to the Sale Notice Parties;
 - iv. if the terms of a proposed sale are materially amended after transmittal of the Sale Notice, the Debtors shall send an amended Sale Notice (the "Amended Sale Notice") to the Sale Notice Parties prior to closing such sale, which closing shall be no earlier than ten (10) calendar days after the sending of the Amended Sale Notice;
 - v. the content of the Sale Notice sent to the Sale Notice Parties for the applicable De Minimis Asset Sale shall consist of: (a) identification of the De Minimis Assets being sold; (b) identification of the purchaser(s); (c) the

identities of holders known to the Debtors as holding Liens on the De Minimis Assets; (d) a copy of the sale agreement evidencing the terms of the De Minimis Asset Sale or, alternatively, a summary of the material economic terms and conditions of the De Minimis Asset Sale, including the purchase price; (e) the net book value of De Minimis Assets being sold; and (f) any commission, fees or similar expenses to be paid in connection with such sale (the “Sale Notice Information”);

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

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

3. If the transaction value of the uses, sales, acquisitions, investments, exchanges or transfers of De Minimis Assets outside the ordinary course of business is greater than \$5,000,000, the Debtors shall file a motion with the Court requesting approval of the sale pursuant to Bankruptcy Code section 363, among other applicable provisions.

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

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

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

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

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

9. Filing with the Court and service of the Sale Notice, as applicable, is sufficient notice of the sale of such De Minimis Assets.

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

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

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

13. The Debtors shall provide a written report to the U.S. Trustee and counsel for the Official Committee of Unsecured Creditors beginning with the month ending on May 31, 2022, and each calendar month thereafter until the effective date of any plan of reorganization in these

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

chapter 11 cases, no later than 30 days after the end of each calendar month, concerning any such transactions consummated during the preceding month pursuant hereto, including the names of purchasing or selling parties, as applicable, and the types and amounts of the transactions.

14. With respect to any De Minimis Asset Sales with a sale value of \$500,000 or more, the Debtors shall consult with the advisors for the Official Committee of Unsecured Creditors regarding such sale prior to the filing or service of any Sale Notice or the Debtors' entry into any agreement with respect thereto.

15. Notwithstanding anything to the contrary in this Order or in any asset purchase agreement, nothing in this Order or any asset purchase agreement releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the post-sale owner or operator of property after consummation of a De Minimis Asset Sale.

16. 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.

17. Notwithstanding anything in this Order to the contrary, any payment to be made, or any authorization contained hereunder shall be subject to the terms of any orders authorizing debtor in possession financing or the use of cash collateral approved by this Court in these chapter 11 cases (including with respect to any budget governing or relating to such use) including, without limitation, the *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.

18. Notwithstanding anything to the contrary in this Order or the De Minimis Asset Transaction Procedures, none of the Debtors' insurance policies, surety bonds issued on behalf of the Debtor by Westchester Fire Insurance Company, ACE INA Insurance, Federal Insurance Company or ACE American Insurance Company, or their past, present or future parents, subsidiaries or affiliates (the "Surety"), and/or related agreements shall be sold, assigned, or

otherwise transferred pursuant to any De Minimis Asset Transaction except in compliance with the terms of such insurance policies, surety bonds, any related agreements, and/or applicable nonbankruptcy law. Further, to the extent any surety bonds and/or related agreements are sold pursuant to the De Minimis Asset Sale Procedures, in accordance with the above, the Surety will be provided notice of such sale.

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

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

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

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

23. 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

Signed: May 23, 2022.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Form of Sale Notice

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

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

NOTICE OF SALE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROCEEDING COMMENCED AT TORONTO

**ORDER
(RECOGNITION OF FOREIGN ORDERS)**

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