

**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

**SUPPLEMENT TO THE FIRST REPORT OF THE INFORMATION OFFICER**

**ALVAREZ & MARSAL CANADA INC.**

**MAY 16, 2022**

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## 1.0 INTRODUCTION

- 1.1 This report is a supplement (the “**Supplement**”) to the First Report dated May 10, 2022 (the “**First Report**”) of Alvarez & Marsal Canada Inc., in its capacity as Information Officer in respect of the CCAA Recognition Proceedings of Sungard Availability Services (Canada) Ltd./Sungard, Services de Continuite des Affaires (Canada) Ltee (“**Sungard AS Canada**” or the “**Foreign Representative**”), and 11 affiliated companies (each a “**Debtor**” and collectively, the “**Debtors**”,<sup>1</sup> and together with their direct and indirect non-Debtor affiliates, the “**Company**”).
- 1.2 This Supplement should be read in conjunction with: (i) the First Report; (ii) the Affidavit of Michael K. Robinson, sworn on May 2, 2022 (the “**Second Robinson Affidavit**”); and (iii) the Affidavit of William Onyeaju, sworn on May 11, 2022. Capitalized terms used and not defined in this Supplement have the meanings given to them in the First Report or the Second Robinson Affidavit.
- 1.3 The purpose of this Supplement is to provide this Court with additional information regarding the Final DIP Order and certain of the mechanics of the funds being “rolled-up” pursuant to the Term Loan DIP Facility.

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<sup>1</sup> “**Debtors**” means the following entities that are “debtors” in the Chapter 11 Proceedings: 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.

## 2.0 TERMS OF REFERENCE AND DISCLAIMER

- 2.1 In preparing this Supplement, the Information Officer has relied solely on information and documents provided by the Foreign Representative, its Canadian and U.S. legal counsel, the other Debtors, and their U.S.-based restructuring advisor, FTI Consulting, Inc. (“**FTI**”) (collectively, the “**Information**”).
- 2.2 The Information Officer has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Information Officer has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“**CASs**”) pursuant to the *Chartered Professional Accountants Canada Handbook* (the “**Handbook**”), and accordingly, the Information Officer expresses no opinion or other form of assurance contemplated under CASs in respect of the Information.
- 2.3 Some of the information referred to in this Supplement consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the Handbook, has not been performed.
- 2.4 Future-oriented financial information referred to in this Supplement was prepared based on estimates and assumptions made by the Debtors’ management. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections, and the variations could be significant.
- 2.5 Unless otherwise stated, all monetary amounts contained herein are expressed in USD.

### 3.0 ADDITIONAL INFORMATION REGARDING THE FINAL DIP ORDER

- 3.1 As described in the Pre-Filing Report, the ABL DIP Facility is a \$50.0 million senior secured revolving credit facility and the Term Loan DIP Facility is a \$285.0 million senior secured term loan facility.
- 3.2 The Term Loan DIP Facility is structured such that the \$285.0 million will be comprised of: (i) up to \$95.3 million of new money loans; and (ii) a roll-up component of up to \$190.6 million, being equal to two-times the value of the new money loans<sup>2</sup> (collectively the “**Term Loan Roll-up Cap**”).
- 3.3 The Term Loan DIP Facility is made up of participating lenders from each of the Debtors’ prepetition term loan lenders, comprised of the following, with amounts owing as of the Filing Date:

Facility	Sungard AS Canada	Balance Outstanding (in millions)
Prepetition 1L Term Loan Credit Agreement	Guarantor	\$108.0
Prepetition Non-Extending 2L Term Loan Credit Agreement	Not an obligor or Guarantor	8.9
Prepetition New 2L Term Loan Credit Agreement	Guarantor	277.6
<b>Total Prepetition Term Loans, as of the Filing Date</b>		<b>\$394.5</b>

- 3.4 As described in the Pre-Filing Report, Sungard AS Canada is a guarantor of both the Prepetition 1L Term Loan Credit Agreement and the Prepetition New 2L Term Loan Credit Agreement, but is not an obligor or guarantor under the Prepetition Non-Extending 2L Term Loan Credit Agreement.

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<sup>2</sup> This means that for every \$1 of new money advanced, the participating lender shall be entitled to roll-up \$2 of obligations advanced under its prepetition term loans.


- 3.5 Certain of the Prepetition Non-Extending 2L Term Loan lenders are participating in the Term Loan DIP Facility. Therefore, the Information Officer notes that as funds are advanced under the Term Loan DIP Facility and the roll-up occurs, a small portion of pre-filing obligations under the Prepetition Non-Extending 2L Term Loan, to which Sungard AS Canada is not an obligor or guarantor, will receive security over the assets of Sungard AS Canada due to their participation in the Term Loan DIP Facility.
- 3.6 The Information Officer understands that the Term Loan DIP Facility is to be funded by certain of the Debtors' prepetition term loan lenders. At this time, it is expected that participating lenders holding the following approximate amounts of prepetition term loan debt will participate:
- (a) Prepetition 1L Term Loan lenders with approximately \$100.7 million of prepetition term loan;
  - (b) Prepetition New 2L Term Loan lenders with approximately \$264.8 million of prepetition term loan; and
  - (c) Non-Extending Prepetition 2L Term Loan lenders with approximately \$3.1 million of prepetition term loan.
- 3.7 Taking into consideration the first-ranking priority held by the Prepetition 1L Term Loan lenders, once the Prepetition 1L Term Loan is fully rolled-up, there will be approximately \$90 million under the Term-Loan Roll-up Cap (\$190.6 million less \$100.7 million) available to holders of the Prepetition Non-Extending 2L Term Loan and the Prepetition New 2L Term Loan.

- 3.8 Of the \$90 million remaining Term-Loan Roll-up Cap, the participating Prepetition Non-Extending 2L Term Loan lenders (where Sungard AS Canada is not an obligor or guarantor) represent a minimal portion of the Term Loan DIP Facility.
- 3.9 Accordingly, the amount of the roll-up that would be attributable to the Prepetition Non-Extending 2L Term Loan is estimated to be less than \$1.1 million if the full amount of the Term Loan DIP Facility is fully drawn.

All of which is respectfully submitted to this Court this 16<sup>th</sup> day of May, 2022.

**ALVAREZ & MARSAL CANADA INC.**

**Information Officer of Sungard Availability Services (Canada) Ltd./Sungard, Services de  
Continuite des Affaires (Canada) Ltee, and not in its personal or corporate capacity**

Per:   
\_\_\_\_\_  
Alan J. Hutchens  
Senior Vice-President



**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED** Court File No.:CV-22-00679628-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT 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

**SUPPLEMENT TO THE FIRST REPORT OF  
THE INFORMATION OFFICER**

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