

Edgar Filing: SunGard Software, Inc. - Form 424B3

SunGard Software, Inc.  
Form 424B3  
November 03, 2008

FILED PURSUANT TO RULE 424(B)(3)

File Number 333-150383

SUNGARD DATA SYSTEMS INC.

SUPPLEMENT NO. 8 TO

MARKET-MAKING PROSPECTUS DATED MAY 13, 2008

THE DATE OF THIS SUPPLEMENT IS NOVEMBER 3, 2008

ON NOVEMBER 3, 2008, SUNGARD DATA SYSTEMS INC. FILED THE ATTACHED

CURRENT REPORT ON FORM 8-K DATED OCTOBER 29, 2008

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**Form 8-K**

**CURRENT REPORT**

**PURSUANT TO SECTION 13 OR 15(D) OF THE**

**SECURITIES EXCHANGE ACT OF 1934**

**DATE OF REPORT (DATE OF EARLIEST EVENT REPORTED): October 29, 2008**

**SUNGARD<sup>®</sup> DATA SYSTEMS INC.**

(Exact Name of Registrant as Specified in Charter)

**DELAWARE**  
(State or Other Jurisdiction

of Incorporation)

**1-12989**  
(Commission File Number)

**51-0267091**  
(I.R.S. Employer

Identification No.)

Edgar Filing: SunGard Software, Inc. - Form 424B3

680 EAST SWEDES FORD ROAD, WAYNE, PENNSYLVANIA  
(Address of Principal Executive Offices)

19087  
(Zip Code)

REGISTRANT TELEPHONE NUMBER, INCLUDING AREA CODE: 484-582-2000

**Not Applicable**

(Former Name and Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- .. Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- .. Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- .. Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- .. Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01. Entry into a Material Definitive Agreement.**  
**Receivables Facility Amendment Agreement**

The lenders under the Company's insured receivables credit agreement, dated as of August 11, 2005, as amended (the "Receivables Facility"), are beneficiaries of a financial guaranty insurance policy issued by Financial Guaranty Insurance Company ("FGIC"). The provisions of the policy permit the lenders to terminate the policy at any time if FGIC has a long term debt rating from either S&P or Moody's that is below BBB+ or Baa1. FGIC's ratings are currently below such thresholds. If the lenders were to elect to terminate the policy in circumstances where the Company was unable to provide a replacement policy acceptable to the lenders, the loans under the Receivables Facility would amortize from receivables collections until paid in full and the Receivables Facility would terminate upon such payment in full.

On July 31, 2008, SunGard Funding LLC and SunGard Financing LLC entered into an agreement and amendment (the "Amendment Agreement") with FGIC, JPMorgan Chase Bank, N.A., Citicorp North America, Inc. and Deutsche Bank AG. In the Amendment Agreement, the lenders agreed to not exercise their option to cancel the FGIC policy for a standstill period that would end 14 days after the lenders received a satisfactory audit of the Company's receivables but in no event earlier than September 29, 2008 and later than October 29, 2008.

On October 29, 2008 SunGard Funding LLC and SunGard Financing LLC entered into an agreement and amendment (the "Second Amendment Agreement") with FGIC, JPMorgan Chase Bank, N.A., Citicorp North America, Inc., Deutsche Bank AG, New York Branch, Falcon Asset Securitization LLC, Charta, LLC and Nantucket Funding Corp., LLC. In the Second Amendment Agreement, the lenders extended their agreement to not exercise their option to cancel the FGIC policy for a standstill period (the "Extended Standstill Period") that will end on December 19, 2008. In the Second Amendment Agreement, the parties also agreed to (a) during the Extended Standstill Period, negotiate in good faith a restructuring of the Receivables Facility and (b) amend the scheduled early amortization date of the Receivables Facility from August 11, 2011 to December 19, 2008. If a restructuring of the Receivables Facility is not agreed upon by the end of the Extended Standstill Period, the loans under the Receivables Facility will amortize from receivables collections until paid in full and the Receivables Facility will terminate upon such payment in full. Also, on October 29, 2008, pursuant to the terms of the Amendment Agreement, the aggregate limit on the amount of the Receivables Facility was stepped down from a maximum of \$450 million to \$200 million.

The foregoing description of the Amendment Agreement does not purport to be complete and is qualified in its entirety by reference to the Amendment Agreement, which was filed in an 8-K on August 6, 2008 as Exhibit 10.3. The foregoing description of the Second Amendment Agreement does not purport to be complete and is qualified in its entirety by reference to the Second Amendment Agreement, which is filed as Exhibit 10.1 and incorporated by reference herein.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

10.1 Second Agreement and Amendment, dated as of October 29, 2008, among SunGard Funding LLC, SunGard Financing LLC, Financial Guaranty Insurance Company, JPMorgan Chase Bank, N.A., Citicorp North America, Inc. and Deutsche Bank AG, New York Branch, Falcon Asset Securitization LLC, Charta, LLC and Nantucket Funding Corp., LLC

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 3, 2008

SUNGARD DATA SYSTEMS INC.

By: /s/ Victoria E. Silbey  
Victoria E. Silbey  
Senior Vice President-Legal and  
General Counsel

**EXHIBIT INDEX**

The following is a list of Exhibits furnished with this report.

<b>Exhibit No.</b>	<b>Description</b>
10.1	Second Agreement and Amendment, dated as of October 29, among SunGard Funding LLC, SunGard Financing LLC, Financial Guaranty Insurance Company, JPMorgan Chase Bank, N.A., Citicorp North America, Inc. and Deutsche Bank AG, New York Branch, Falcon Asset Securitization LLC, Charta, LLC and Nantucket Funding Corp., LLC

EXECUTION COPY

AGREEMENT AND AMENDMENT (this Agreement ) dated as of October 29, 2008 among SUNGARD FUNDING LLC, a Delaware limited liability company (the Borrower ), SUNGARD FINANCING LLC, a Delaware limited liability company, FINANCIAL GUARANTY INSURANCE COMPANY, (the Insurer ), JPMORGAN CHASE BANK, N.A. (the Administrative Agent ), CITICORP NORTH AMERICA, INC., DEUTSCHE BANK AG, NEW YORK BRANCH, FALCON ASSET SECURITIZATION LLC, CHARTA, LLC, and NANTUCKET FUNDING CORP., LLC.

**PRELIMINARY STATEMENT**

Reference is made to the Insured Receivables Credit Agreement (the Credit Agreement ) dated as of August 11, 2005, by and among the Borrower, the Administrative Agent, the Lenders and Funding Agents Party thereto, and the Insurer, as amended or modified from time to time. Capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

**ARTICLE I**

**AGREEMENTS**

SECTION 1.01 Standstill Agreement. The Committed Lenders hereby covenant and agree that from the date of this Agreement until the Settlement Date occurring in December 2008 (such period, the Extended Standstill Period ), they shall not, without the consent of the Borrower, cause the Administrative Agent to return the Policy to the Insurer for cancellation as a result of the Insurer failing to maintain a long-term debt rating of BBB+ by Standard and Poor's Rating Services or Baa1 by Moody's Investor's Service. The Borrower hereby acknowledges and agrees that the failure of the Administrative Agent or the Committed Lenders to assert any claim or demand or to enforce any right or remedy under the provisions of the Credit Agreement, the Policy or any Transaction Document, including the failure of the Committed Lenders to cause the Administrative Agent to return the Policy to the Insurer for cancellation as a result of the Insurer failing to maintain a long-term debt rating of BBB+ by Standard and Poor's Rating Services or Baa1 by Moody's Investor's Service during the Extended Standstill Period, shall not limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Committed Lenders or the Administrative Agent under the Credit Agreement, the Policy or any Transaction Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement, the Policy or any Transaction Document, all of which, including the right of the Committed Lenders to cause the Administrative Agent to return the Policy to the Insurer for cancellation as a result of the Insurer failing to maintain a long-term debt rating of BBB+ by Standard and Poor's Rating Services or Baa1 by Moody's Investor's Service after the end of the Extended Standstill Period, are expressly ratified and affirmed in all respects

and shall continue in full force and effect. Other than as expressly provided for herein, nothing herein shall be deemed to entitle the Borrower to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement, the Policy or any Transaction Document in similar or different circumstances.

SECTION 1.02 Restructuring of the SunGard Insured Receivables Facility. The parties hereto agree, during the Extended Standstill Period, to negotiate in good faith a restructuring of the SunGard Insured Receivables Facility. Nothing herein, however, shall obligate the Lenders to agree to, or enter into, any amendments to the Credit Agreement or any other Transaction Document, or any restructuring of the SunGard Insured Receivables Facility, unless such amendments and/or restructuring are satisfactory to each of the Lenders in their sole discretion.

## ARTICLE II

### AMENDMENTS

SECTION 2.01 Amendments. The Credit Agreement is hereby amended as follows:

(a) Annex A of the Credit Agreement is hereby amended by deleting the definition of the term **Scheduled Early Amortization Date** in its entirety and replacing it with the following:

**Scheduled Early Amortization Date** means the Settlement Date occurring in December 2008.

(b) Annex A of the Credit Agreement is hereby further amended by deleting the definition of the term **Required Lenders** in its entirety and replacing it with the following:

**Required Lenders** means, as of any date of determination, Committed Lenders with 100% of the Commitments; *provided, however*, that the unused Commitment of any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

## ARTICLE III

### MISCELLANEOUS

SECTION 3.01 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other customary means of electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 3.02 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 3.03 GOVERNING LAW. (a) **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS THEREOF OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).**

(b) ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY TO THIS AGREEMENT CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR OTHER DOCUMENT RELATED HERETO.

SECTION 3.04 WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 3.04 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

SECTION 3.05 Effectiveness. This Agreement shall become effective on the date on which this Agreement shall have been executed and delivered by each of the Insurer, SunGard Funding LLC, SunGard Financing LLC and each of the Lenders.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**SUNGARD FUNDING LLC**

by:  
**SUNGARD FINANCING LLC,**

its Member

/s/ Eric Erickson  
Name: Eric Erickson  
Title: Vice President and Assistant Secretary

**SUNGARD FINANCING LLC**

by: /s/ Eric Erickson  
Name: Eric Erickson  
Title: Vice President and Assistant Secretary

**JPMORGAN CHASE BANK, N.A.**

by: /s/ Patrick J. Menichillo  
Name: Patrick J. Menichillo  
Title: Vice President

**CITICORP NORTH AMERICA, INC.**

by: /s/ Tom Sullivan  
Name: Tom Sullivan  
Title: Director, VP

**DEUTSCHE BANK AG, NEW YORK Branch**

by: /s/ Michael Cheng

Name: Michael Cheng  
Title: Director

by: /s/ Sergey Moiseyenko  
Name: Sergey Moiseyenko  
Title: Vice President

**FALCON ASSET SECURITIZATION LLC**

by: /s/ Patrick J. Menichillo  
Name: Patrick J. Menichillo  
Title: Vice President

**CHARTA, LLC**

by: Citicorp North America, Inc. as  
Attorney-in-Fact

by: /s/ Tom Sullivan  
Name: Tom Sullivan  
Title: Director, VP

**NANTUCKET FUNDING CORP., LLC**

by: /s/ Lori Gebron  
Name: Lori Gebron  
Title: Vice President

**FINANCIAL GUARANTY INSURANCE COMPANY,**

As Insurer

by: /s/ Kenneth L. Degen  
Name: Kenneth L. Degen  
Title: Sr. Managing Director