
**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): January 11, 2018

SABRE CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-36422
(Commission
File Number)

20-8647322
(IRS Employer
Identification No.)

3150 Sabre Drive
Southlake, TX
(Address of principal executive offices)

76092
(Zip Code)

(682) 605-1000
(Registrant's telephone number, including area code)

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On January 11, 2018, Sabre Corporation (“Sabre”) announced that Richard A. Simonson intends to retire from his position as Executive Vice President and Chief Financial Officer of Sabre by the end of 2018. After his successor is appointed, Mr. Simonson will remain with Sabre as Senior Advisor of Sabre until June 30, 2019. A copy of the press release regarding this announcement is included as Exhibit 99.1 to this Current Report on Form 8-K.

To provide for an orderly transition of Mr. Simonson’s duties and responsibilities, Mr. Simonson and Sabre have entered into an amendment to his employment agreement, dated January 11, 2018 (the “Amendment”), which will be effective as of the date designated by Sabre’s Chief Executive Officer (which is currently contemplated to be the date his successor commences employment as Chief Financial Officer) (the “Amendment Effective Date”). Pursuant to the Amendment, effective on the Amendment Effective Date, Mr. Simonson will serve as Senior Advisor of Sabre. The Amendment provides that the term of Mr. Simonson’s employment will end on June 30, 2019, unless Sabre and Mr. Simonson mutually agree to extend the term for one-month periods, and that the termination of Mr. Simonson’s employment will be deemed to be a voluntary termination of his employment. Beginning on the Amendment Effective Date, Mr. Simonson will be entitled to receive a base salary of \$10,000 per month (less applicable withholdings and deductions). Mr. Simonson will be entitled to receive his annual incentive with respect to fiscal year 2017 and a prorated annual incentive with respect to fiscal year 2018, reflecting the period he serves as Chief Financial Officer. His outstanding equity grants will continue to vest in accordance with their terms, but beginning on the Amendment Effective Date, he will not be entitled to receive any additional annual incentive or any additional equity grants, unless otherwise determined by the Compensation Committee of the Board of Directors in its sole discretion. The Amendment further provides that Mr. Simonson waives the right to terminate his employment for “Good Reason” under his employment agreement or the Executive Severance Plan as a result of the change in his responsibilities or compensation related to his moving to the Senior Advisor position. This description of the Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits*

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment to Employment Agreement, by and between Sabre Corporation and Richard A. Simonson, dated January 11, 2018.
99.1	Press Release dated January 11, 2018.

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.

Sabre Corporation

Dated: January 11, 2018

By: /s/ Rachel A. Gonzalez
Name: Rachel A. Gonzalez
Title: Executive Vice President and Chief Administrative Officer



January 11, 2018

Richard A. Simonson
3150 Sabre Drive
Southlake, Texas 76092

Re: Amendment to Letter Agreement

Dear Rick:

This amendment, dated January 11, 2018 ("Amendment"), to your letter agreement dated as of March 5, 2013, between Sabre GBLB Inc. (formerly known as Sabre Inc. and a wholly-owned subsidiary of Sabre Corporation) and you, and as amended on November 17, 2017 (the "Agreement"), amends the Agreement in the manner set forth herein.

In connection with your anticipated voluntary retirement as Executive Vice President and Chief Financial Officer of Sabre Corporation, you and the Company have agreed that you will continue in an operational role with the Company as Senior Advisor, to allow for an orderly transition of your duties and responsibilities to your successors. Therefore, in consideration of the mutual covenants contained in this Amendment, and effective as of the date designated by the Chief Executive Officer of Sabre Corporation (which is currently contemplated to be the date your successor commences employment as Chief Financial Officer) (the "Amendment Effective Date"), the Company and you agree as follows:

1. Section 1(a) of the Agreement is amended and restated in its entirety to read as follows:

- (a) Beginning on the Amendment Effective Date and through the Termination Date, you will serve as Senior Advisor of Sabre Corporation (the "Company"), with such duties and responsibilities as are assigned to you by the Company. You shall perform all such duties faithfully, industriously, and to the best of your experience and talent. Except as otherwise expressly provided in this Agreement, you shall abide in all material respects by all the Company policies and directives applicable to you. You may provide consulting services to third parties from time to time, consistent with the terms of the Agreement and the Company's Code of Business Ethics, during the period beginning on the Amendment Effective Date and through the Termination Date, with the prior consent of the Chief Executive Officer, which consent will not be unreasonably withheld; provided, however, that any full-time employment by you with any third party shall be deemed to be a voluntary termination of your employment by you, and you must provide 60 days' notice to the Company prior to commencing such employment.

2. The first paragraph of Section 2 of the Agreement is amended and restated in its entirety to read as follows:

"Unless terminated earlier pursuant to the Severance Plan, the term of this Agreement and your employment shall end on June 30, 2019 (the "Termination Date"); provided that the parties may mutually agree to extend the term thereafter for one-month periods. The termination of your employment on the Termination Date (as it may be extended) shall be deemed in all respects to constitute a voluntary termination of your employment by you, including under the terms of the Severance Plan and any applicable equity plan of Sabre Corporation, and any termination of your employment prior to the Termination Date shall be governed by the terms of the Severance Plan and any applicable equity plan. The period of your employment with the Company shall be referred to herein as the "Employment Period." Notwithstanding the foregoing, Sections 8, 9 and 11 shall survive termination of this Agreement in accordance with their terms." References in the Agreement to the

terms “Initial Term” and “Additional Term” shall continue to have the meanings assigned to them immediately prior to this Amendment.

3. Section 3 of the Agreement is amended and restated in its entirety to read as follows:

3. Base Salary

Beginning on the Amendment Effective Date and through the Termination Date, your base salary will be \$10,000 per month, less withholding for taxes and deductions for other appropriate items.

4. Section 4 of the Agreement is amended and restated in its entirety to read as follows:

4. Annual Bonus

You will be entitled to receive the annual incentive bonus approved by the Compensation Committee and granted to you in February 2017, in accordance with the terms and subject to the performance conditions thereof, with such annual incentive bonus to be paid to you in accordance with its terms no later than March 31, 2018, provided that you will not be entitled to receive such bonus if your employment is terminated for Cause prior to the payment date for the annual incentive bonus. Your annual incentive bonus with respect to fiscal year 2018 will be (1) subject to approval by the Compensation Committee and the performance conditions thereof, with such annual incentive bonus to be paid to you in accordance with its terms at the same time as it is paid to the Company’s other senior executives, and (2) prorated to reflect only the period in which you serve as Chief Financial Officer of the Company. Beginning on the Amendment Effective Date and through the Termination Date, you will not be eligible to receive any additional annual incentive bonus from the Company, unless otherwise determined by the Compensation Committee in its sole discretion.

5. Section 5 of the Agreement is amended and restated in its entirety to read as follows:

5. Participation in Company Equity Plans

Beginning on the Amendment Effective Date and through the Termination Date, any outstanding equity awards will continue to vest in accordance with their applicable terms; however, you will not be eligible to receive any additional equity grants from the Company, unless otherwise determined by the Compensation Committee in its sole discretion.

6. The first paragraph of Section 8 of the Agreement is amended and restated in its entirety to read as follows:

“You acknowledge and agree that, in your position as Senior Advisor and your prior position as Executive Vice President and Chief Financial Officer for Sabre Corporation (which, for purposes of this Section 8, shall include all of the Company’s parents, subsidiaries and all affiliated companies and joint ventures connected by ownership to the Company at any time (but not any other portfolio companies of the Majority Stockholder (as defined in the Plan)), it is expected that: (i) you will be materially involved in conducting or overseeing all aspects of the Company’s business activities throughout the world, (ii) you will have material contact with a substantial number of the Company’s employees, and all or substantially all of the Company’s then-current and actively-sought potential customers (“Customers”) and suppliers of inventory (“Suppliers”); (iii) you will have access to all or substantially all of the Company’s Trade Secrets and Confidential Information (see Exhibit C for definition of “Trade Secrets” and “Confidential Information”). You further acknowledge and agree that your competition with the Company anywhere worldwide, or your attempted solicitation of the Company’s employees or Customers or Suppliers, during your employment or within the periods following the termination of your employment with the Company specified below, would be unfair competition and would cause substantial damages to the Company. Consequently, in consideration of your employment with the Company as Senior Advisor and formerly as Executive Vice President and Chief Financial Officer and the Company’s covenants in this Agreement, you make the following covenants described in this Section 8.”

7. In consideration of your continued employment, and the other benefits specified above, you hereby waive any right you may currently have, or which you may hereafter have, to terminate your employment for "Good Reason" pursuant to clauses (i) or (iv) of the definition of Good Reason in Section 7 of the Agreement, or clauses (i) or so much of clause (iv) as follows the words 'a material reduction' in Section 1.01(t) of the Severance Plan, or substantially similar provisions of any other plan, agreement or arrangement. Accordingly, by signing this Amendment, you are agreeing that you are not entitled to the benefits set forth in the Severance Plan, the Agreement or any equity plan or agreement as a result of the change in your responsibilities or compensation related to your moving from your former role to your new role.

8. Except as otherwise specifically amended by this Amendment, the Agreement shall remain in full force and effect. In the event of any conflict between the Agreement and this Amendment, the terms of this Amendment shall control.

[SIGNATURE PAGE FOLLOWS]



Sabre Corporation announces retirement of CFO

CFO Rick Simonson to step down as CFO by the end of 2018

SOUTHLAKE, Texas, January 11, 2018 - Sabre Corporation (NASDAQ: SABR), the leading technology provider to the global travel industry, today announced that Chief Financial Officer Rick Simonson, 59, has notified Sabre of his intention to retire from his role as CFO of Sabre by the end of 2018. To help ensure an orderly transition, Mr. Simonson will step down from his current position once a successor is appointed, but will remain with Sabre as a Senior Advisor. The Company has initiated an internal and external search to fill the CFO position.

“Rick has been an outstanding CFO and has played a key leadership role at Sabre since 2013,” said Sean Menke, president and CEO of Sabre. “We are very appreciative of his many significant contributions to Sabre, including leading our IPO, focusing our business portfolio through the successful divestiture of non-core businesses, helping build the new leadership team and implementing our improved organizational structure. Personally, I would like to thank Rick for being a great partner to me as I took on my CEO responsibilities in 2017. Rick has laid a strong financial foundation for Sabre as we embark on our next leg of growth during a time of evolution across the industry.”

Simonson said, “It has been a pleasure to serve as CFO of Sabre for these past five years, and I’m proud of the improvements we have made during that period. With the full leadership team in place, the timing is right to transition to the next CFO of Sabre as we execute on Sabre’s focused strategy to lead the travel technology industry and deliver long-term value through prioritized, strategic investment. I look forward to continuing to work with the Company to help ensure this smooth transition and to assist Sean and the leadership team thereafter.”

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About Sabre

Sabre Corporation is the leading technology provider to the global travel industry. Sabre's software, data, mobile and distribution solutions are used by hundreds of airlines and thousands of hotel properties to manage critical operations, including passenger and guest reservations, revenue management, flight, network and crew management. Sabre also operates a leading global travel marketplace, which processes more than US\$120 billion of global travel spend annually by connecting travel buyers and suppliers. Headquartered in Southlake, Texas, USA, Sabre serves customers in more than 160 countries around the world. For more information, please visit www.sabre.com.

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