

**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): December 17, 2020

SABRE CORPORATION

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-36422
(Commission
File Number)

20-8647322
(I.R.S. 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)

Not Applicable
(Former Name or 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each Class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$.01 par value per share	SABR	The Nasdaq Stock Market LLC
6.50% Series A Mandatory Convertible Preferred Stock	SABRP	The Nasdaq Stock Market LLC

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 an 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 2.01 Entry into a Material Definitive Agreement.

On December 17, 2020, Sabre GLBL Inc. (the “Borrower”), a wholly-owned subsidiary of Sabre Corporation (“Sabre,” the “Corporation,” “we,” “us,” or “our”), and Sabre Holdings Corporation (“Holdings”) entered into the Pro Rata Amendment (as defined below) and, together with the several guarantors thereunder, the Refinancing Amendment (as defined below), each dated December 17, 2020, and each amending the Borrower’s senior secured credit facilities. The Pro Rata Amendment and the Refinancing Amendment were entered into pursuant to that certain Amended and Restated Credit Agreement, dated as of February 19, 2013 (as further amended on September 30, 2013, February 20, 2014, July 18, 2016, February 22, 2017, August 23, 2017, March 2, 2018 and August 27, 2020, the “Credit Agreement”), by and among the Borrower, Holdings, the lenders party thereto, the other parties thereto and Bank of America, N.A. (“BofA”), as administrative agent (in such capacity the “Administrative Agent”), swing line lender and an L/C issuer.

The Amendment No. 3 to the Credit Agreement among the Borrower, Holdings, the lenders party thereto and the Administrative Agent (the “Pro Rata Amendment”) reduced the minimum liquidity requirement in the financial performance covenant from \$450,000,000 to \$300,000,000. The Sixth Term A Loan Refinancing and Incremental Amendment to the Credit Agreement among the Borrower, Holdings, each of the other Loan Parties (as defined in the Credit Agreement) party thereto, the Administrative Agent, BofA, as the 2020 Other Term B Lender (as defined therein) and BofA, as the 2020 Incremental Term Lender (as defined therein) (the “Refinancing Amendment”) provides a dollar-denominated term loan “B” in an aggregate principal amount of \$637,000,000 (the “2020 Other Term B Loans”), maturing on December 17, 2027, and amends certain provisions of the Credit Agreement, including adding LIBOR rate replacement provisions for the 2020 Other Term B Loans. Pursuant to the Refinancing Amendment, interest rates for the 2020 Other Term B Loans are calculated in accordance with the Refinancing Amendment, with the applicable interest rate margins being 4.00% per annum for Eurocurrency rate loans and 3.00% per annum for base rate loans, with a floor of 0.75% for the Eurocurrency rate, and 1.75% for the base rate, respectively. The proceeds of the 2020 Other Term B Loans were used to pay in full the approximately \$134,000,000 of existing Incremental Term A Loans incurred prior to December 17, 2020 under the Credit Agreement, and to redeem all \$500,000,000 of Sabre’s 5.250% Senior Secured Notes due November 2023.

The foregoing description of the Pro Rata Amendment and the Refinancing Amendment is not intended to be complete and is qualified in its entirety by reference to the full text of the Pro Rata Amendment, which is incorporated herein by reference to Exhibit 10.1 to this Current Report on Form 8-K, and the Refinancing Amendment, which is incorporated herein by reference to Exhibit 10.2 to this Current Report on Form 8-K.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The disclosure set forth under Item 1.01 above is incorporated herein by reference.

Item 8.01. Other Events.*Press Release*

On December 17, 2020, Sabre issued a press release announcing the Borrower’s entry into the Pro Rata Amendment and the Refinancing Amendment. A copy of this press release is filed as Exhibit 99.1 and incorporated by reference.

Item 9.01. Financial Statements and Exhibits.*(d) Exhibits*

- 10.1 [Amendment No. 3 to Amended and Restated Credit Agreement, dated December 17, 2020, among Sabre GLBL Inc., as Borrower, Sabre Holdings Corporation, as Holdings, the Lenders party thereto and Bank of America, N.A., as Administrative Agent.](#)
- 10.2 [Sixth Term A Loan Refinancing and Incremental Amendment to Amended and Restated Credit Agreement, dated December 17, 2020, among Sabre GLBL Inc., as Borrower, Sabre Holdings Corporation, as Holdings, each of the other Loan Parties party thereto, Bank of America, N.A., as Administrative Agent, Bank of America, N.A., as the 2020 Other Term B Lender and Bank of America, N.A., as the 2020 Incremental Term Lender.](#)
- 99.1 [Press release issued by Sabre Corporation on December 17, 2020.](#)
- 104 Cover Page Interactive Data File – formatted as Inline XBRL.

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

By: /s/ Douglas E. Barnett

Douglas E. Barnett

Executive Vice President and Chief Financial Officer

Dated: December 17, 2020

AMENDMENT NO. 3 TO AMENDED AND RESTATED CREDIT AGREEMENT, dated as of December 17, 2020 (this “Amendment”), among Sabre GLBL Inc., a Delaware corporation (the “Borrower”), Sabre Holdings Corporation, a Delaware corporation (“Holdings”), the Lenders party hereto and Bank of America, N.A., administrative agent (the “Administrative Agent”).

WHEREAS, the Borrower, Holdings, the Lenders and the Administrative Agent are parties to that certain Amended and Restated Credit Agreement dated as of February 19, 2013 (as amended, amended and restated, modified and/or supplemented through and including the date hereof, the “Credit Agreement”), pursuant to which the Lenders have extended credit to the Borrower;

WHEREAS, pursuant to Section 11.01 of the Credit Agreement, the Borrower, the Required Pro Rata Lenders and the Administrative Agent may from time to time amend or waive the terms and provisions (and related definitions) of Article VIII of the Credit Agreement relating to the Financial Performance Covenant;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. **Defined Terms.** Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

SECTION 2. **Amendments to Credit Agreement.** (a) The Table of Contents contained in the Credit Agreement is hereby amended by replacing the section title that reads “ARTICLE VIII FINANCIAL COVENANT” with the phrase “ARTICLE VIII FINANCIAL PERFORMANCE COVENANT”.

(b) Section 1.01 of the Credit Agreement is hereby amended by deleting the following defined terms in their entirety:

“**Covenant Resumption Date**” has the meaning specified in Section 8.01(b).

“**Covenant Suspension**” has the meaning specified in Section 8.01(b).

(c) The definition of “Covenant Suspension Period” in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“**Covenant Suspension Period**” means the period from and after the last date of the quarter in which a Material Travel Event Disruption occurs until the last date of the second succeeding quarter (unless during such Material Travel Event Disruption Period a separate and distinct Material Travel Event Disruption occurs, in which case a new Covenant Suspension Period shall run from and after the last date of the quarter in which such subsequent Material Travel Event Disruption occurred until the last date of the second succeeding quarter).

(c) Section 1.01 of the Credit Agreement is hereby amended by adding in the appropriate alphabetical order the following new definition:

“**Material Travel Event Disruption Period**” means the period from and after the last date of the quarter in which a Material Travel Event Disruption occurs until the last date of the second succeeding quarter (unless during such Material Travel Event Disruption Period a separate and distinct Material Travel Event Disruption occurs, in which case a new Material Travel Event Disruption Period shall run from and after the last date of the quarter in which such subsequent Material Travel Event Disruption occurred until the last date of the second succeeding quarter).

(d) Article VIII of the Credit Agreement is hereby amended and restated in its entirety as follows:

ARTICLE VIII

Financial Performance Covenant

SECTION 8.01 Financial Performance Covenant.

(a) At any time during a Material Travel Event Disruption Period, the Borrower shall not permit Liquidity to be less than \$300,000,000 and Liquidity shall be reported (including the relevant calculation thereof) by the Borrower to the Administrative Agent on the last day of each calendar month during a Material Travel Event Disruption Period, which reports shall be in form and substance reasonably satisfactory to the Administrative Agent.

(b) At any time other than during a Material Travel Event Disruption Period, the Borrower shall not permit the Total Net Leverage Ratio as of the last day of any fiscal quarter of the Borrower for which financial statements have been or are required to have been delivered pursuant to Section 6.01(a) or (b), as applicable, to be greater than 4.50:1.00; provided, however, that from and after the end of any Material Travel Event Disruption Period, compliance with the financial covenant described in this Section 8.01(b) shall be measured by substituting the Consolidated EBITDA during the quarter immediately preceding the quarter in which the relevant Travel Event occurred for (i) the Consolidated EBITDA of the quarter in which such Travel Event occurred or such Material Travel Event Disruption existed and (ii) in either case, the Consolidated EBITDA of the next succeeding two quarters, in any case subject to customary seasonal adjustments.

(c) Notwithstanding any other provisions of this Agreement, at any time during a Material Travel Event Disruption Period:

(i) the Borrower shall not be permitted to make Restricted Payments to Holdings to fund dividends or other payments (other than ordinary course expense reimbursement payments) to the Sponsor Group, unless at the time of such action, and after giving Pro Forma Effect thereto, the Total Net Leverage Ratio determined on a Pro Forma Basis does not exceed 4.50:1.00;

(ii) the Borrower and its Restricted Subsidiaries shall not be permitted to make Permitted Acquisitions or any Investments in the Sponsor Group or any member of the Sponsor Group (except that the Borrower and the Restricted Subsidiaries may consummate Permitted Acquisitions and Investments pursuant to binding commitments in existence at or prior to the date on which the relevant Material Travel Event Disruption Period began), unless, at the time of making any such Permitted Acquisition or Investment (on a Pro Forma Basis after giving effect thereto), the sum of (i) the amount of unutilized Revolving Credit Commitments plus (ii) the amount of cash and Cash Equivalents then held by Holdings, the Borrower and the Restricted Subsidiaries is no less than \$100,000,000, unless at the time of such action, and after giving Pro Forma Effect thereto, the Total Net Leverage Ratio determined on a Pro Forma Basis does not exceed 4.50:1.00;

(iii) the Borrower and/or any Restricted Subsidiary shall not be permitted to (A) make any Investments in reliance upon Section 7.02(k) or 7.02(y) or (B) pay or make, directly or indirectly, any Restricted Payment in reliance upon Section 7.06(k);

(iv) Loan Parties shall not be permitted to make Investments in reliance upon Section 7.02(d)(iv) that in the aggregate exceed at any time outstanding \$400,000,000;

(v) the Borrower and/or any Restricted Subsidiary shall not be permitted to make any Investments in reliance upon Section 7.02(o) that in the aggregate exceed at any time outstanding the sum of (x) \$200,000,000 and (y) the amount of Investments necessary pursuant to the Previously Identified Hospitality Investments;

(vi) any Restricted Subsidiary that is not a Loan Party shall not be permitted to create, incur, assume or permit to exist any Indebtedness in reliance upon Section 7.03(n) that in the aggregate exceeds at any time outstanding \$100,000,000;

(vii) the Borrower and/or any Restricted Subsidiary shall not be permitted to make or pay, directly or indirectly, any Restricted Payment in reliance upon Section 7.06(d) that would otherwise have been permitted pursuant to Section 7.08, to the extent such transaction constitutes a Restricted Payment;

(viii) the Borrower and/or any Restricted Subsidiary shall not be permitted to make or pay, directly or indirectly, any Restricted Payment in reliance upon Section 7.06(n) other than to make cash Restricted Payments, directly or indirectly, to Sabre Corporation in the aggregate amount necessary to fund scheduled dividends on any issuance of Sabre Corporation's preferred stock (so long as the proceeds of such issuance of preferred stock were contributed to the Borrower);

(ix) subject to clause (x) below, the Borrower and/or any Restricted Subsidiary shall not be permitted to prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner (it being understood that payments of regularly scheduled principal, interest and mandatory prepayments shall be permitted) any Permitted Subordinated Notes or any unsecured Indebtedness for borrowed money (other than unsecured Indebtedness outstanding on August 27, 2020, and other than such Indebtedness incurred thereafter pursuant to commitments under revolving facilities and lines of credit in existence on such date, and in each case including any permitted modification, refinancing, refunding, renewal or extensions thereof that does not increase the then outstanding principal amount (or amount of unused commitments) of such Indebtedness (and any successive permitted modification, refinancing, refunding, renewal or extension that does not increase the then outstanding principal amount (or amount of unused commitments) of such Indebtedness) of any Restricted Subsidiary that is not a Loan Party) unless otherwise permitted pursuant to Section 7.11 (which for purposes hereof shall assume unsecured indebtedness for borrowed money is included in the definition of "Junior Financing");

(x) the Borrower and/or any Restricted Subsidiary shall not be permitted to make any prepayment of Indebtedness in reliance upon Section 7.11(a)(iv) that in the aggregate exceeds \$100,000,000;

(xi) the Borrower shall not be permitted to designate any Restricted Subsidiary as an Unrestricted Subsidiary or designate any Unrestricted Subsidiary as a Restricted Subsidiary in reliance upon Section 6.13, unless at the time of such action, and after giving Pro Forma Effect thereto, the Total Net Leverage Ratio determined on a Pro Forma Basis does not exceed 4.50:1.00;

(xii) the Borrower and/or any Restricted Subsidiary shall not be permitted to create, incur, assume or permit to exist any Lien upon any of its property or assets in reliance upon Section 7.01(ee) and/or Section 7.01(ii), unless at the time of such action, and after giving Pro Forma Effect thereto, the Total Net Leverage Ratio determined on a Pro Forma Basis does not exceed 4.50:1.00;

(xiii) the Borrower and/or any Restricted Subsidiary shall not be permitted to create, incur, assume or permit to exist any Indebtedness in reliance upon its Interest Coverage Ratio as described in clause (x) of the proviso in the lead-in to Section 7.03, unless at the time of such action, and after giving Pro Forma Effect thereto, the Total Net Leverage Ratio determined on a Pro Forma Basis does not exceed 4.50:1.00;

(xiv) the Borrower and/or any Restricted Subsidiary shall not be permitted to create, incur, assume or permit to exist any Indebtedness in reliance upon Section 7.03(h), unless at the time of such action, and after giving Pro Forma Effect thereto, the Total Net Leverage Ratio determined on a Pro Forma Basis does not exceed 4.50:1.00; and

(xv) no Restricted Subsidiary shall be permitted to merge or consolidate with any Person in reliance upon Section 7.04(e), unless at the time of such action, and after giving Pro Forma Effect thereto, the Total Net Leverage Ratio determined on a Pro Forma Basis does not exceed 4.50:1.00.

SECTION 3. *Representations and Warranties.* To induce the other parties hereto to enter into this Amendment, each Loan Party represents and warrants to each of the Lenders party hereto and the Administrative Agent that:

(a) the representations and warranties of the Borrower and each of the other Loan Parties set forth in Article V of the Credit Agreement, immediately before and after giving effect to this Amendment and the transactions contemplated hereby, are true and correct in all material respects on and as of the Amendment No. 3 Effective Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they were true and correct in all material respects as of such earlier date; *provided* that any representation or warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language is true and correct (after giving effect to any qualification therein) in all respects on such respective dates; and

(b) no Default or Event of Default shall have occurred and be continuing as of the Amendment No. 3 Effective Date, after giving effect to this Amendment and the transactions contemplated hereby.

SECTION 4. **Effectiveness.** This Amendment shall become effective as of the date (the “Amendment No. 3 Effective Date”) on which each of the following conditions shall have been satisfied:

(a) the Administrative Agent (or its counsel) shall have received counterparts of this Amendment that, when taken together, bear the signatures of (i) Holdings, (ii) the Borrower, (iii) the Administrative Agent and (iv) the Required Pro Rata Lenders;

(b) the Administrative Agent shall have received such other documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of each Loan Party and the authorization of this Amendment and amendment of the Credit Agreement and the other transactions contemplated hereby, all in form and substance reasonably satisfactory to the Administrative Agent;

(c) the Administrative Agent shall have received payment of all fees and other amounts previously agreed in writing by the Borrower to be due and payable on or prior to the Amendment No. 3 Effective Date and, to the extent invoiced at least two Business Days prior to the Amendment No. 3 Effective Date (except as otherwise reasonably agreed by the Borrower), reimbursement or payment of all reasonable and documented out-of-pocket costs and expenses required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent;

(d) the Borrower shall have paid to the Administrative Agent, (I) for the account of each Revolving Credit Lender party hereto, a non-refundable fee in Dollars and in immediately available funds in an amount equal to 0.10% of the aggregate amount of the Revolving Credit Commitments of such Revolving Credit Lender as in effect on the Amendment No. 3 Effective Date and (II) for the account of each Incremental Term A Loan Lender party hereto, a non-refundable fee in Dollars and in immediately available funds in an amount equal to 0.10% of the aggregate principal amount of Incremental Term A Loans of such Incremental Term A Loan Lender outstanding on the Amendment No. 3 Effective Date (prior to giving effect to any repayment or prepayment of such Incremental Term A Loans on the Amendment No. 3 Effective Date); and

(e) The Administrative Agent shall notify the Borrower and the Lenders of the Amendment No. 3 Effective Date, and such notice shall be conclusive and binding.

SECTION 5. **Covenant.** Within one (1) Business Day of the Amendment No. 3 Effective Date, the Borrower shall have prepaid in full all Incremental Term A Loans then outstanding using the proceeds of the Other Term Loans incurred in accordance with Section 2.15 of the Credit Agreement. Failure to perform or observe the covenant set forth in this Section 5 shall constitute an Event of Default.

SECTION 6. **Reference to Agreement.** From and after the Amendment No. 3 Effective Date, the terms “Agreement”, “this Agreement”, “herein”, “hereinafter”, “hereto”, “hereof” and words of similar import, as used in the Credit Agreement, shall, unless the context otherwise requires, refer to the Credit Agreement as amended hereby, and the term “Credit Agreement”, as used in the other Loan Documents, shall mean the Credit Agreement as amended hereby and as may be further amended, supplemented or otherwise modified from time to time.

SECTION 7. **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Except to the extent applicable law would prohibit the same, make the same unenforceable or affirmatively requires a manually executed counterpart signature, the delivery of an executed counterpart of a signature page of this Amendment by fax, emailed .pdf or any other electronic means approved by the Administrative Agent in writing (which may be via email) that reproduces an image of the actual executed signature page shall be as effective as the delivery of a manually executed counterpart of this Amendment. In furtherance of the foregoing, the words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. As used herein, “Electronic Signature” means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or other record. Section headings used herein are for convenience of reference only, are not part of this Amendment and are not to affect the construction of, or to be taken into consideration in interpreting, this Amendment. The Administrative Agent may also require that any such documents and signatures delivered by telecopy or other electronic image scan transmission be confirmed by a manually signed original thereof; *provided* that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopy or other electronic image scan transmission.

SECTION 8. **Governing Law.** THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 9. **Jurisdiction.** ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS AMENDMENT 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 AMENDMENT, OR THE TRANSACTIONS RELATED THERETO, 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 (IN THE BOROUGH OF MANHATTAN) OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS AMENDMENT, THE BORROWER, HOLDINGS, EACH OTHER LOAN PARTY, THE ADMINISTRATIVE AGENT AND EACH LENDER CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS AND AGREES NOT TO COMMENCE ANY SUCH LEGAL ACTION OR PROCEEDING IN ANY OTHER JURISDICTION, TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE BORROWER, HOLDINGS, EACH OTHER LOAN PARTY, THE ADMINISTRATIVE AGENT AND EACH LENDER 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 AMENDMENT OR OTHER DOCUMENT RELATED THERETO.

SECTION 10. **Headings.** The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 11. **No Novation.** This Amendment shall not extinguish the Obligations for the payment of money outstanding under the Credit Agreement or discharge or release the lien or priority of any Loan Document or any other security therefor or any guarantee thereof, and the liens and security interests existing immediately prior to the Amendment No. 3 Effective Date in favor of the Administrative Agent for the benefit of the Secured Parties securing payment of the Obligations are in all respects continuing and in full force and effect with respect to all Obligations. Nothing herein contained shall be construed as a substitution or novation, or a payment and reborrowing, or a termination, of the Obligations outstanding under the Credit Agreement or instruments guaranteeing or securing the same, which shall remain in full force and effect, except as modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Amendment or any other document contemplated hereby or thereby shall be construed as a release or other discharge of the Borrower under the Credit Agreement or the Borrower or any other Loan Party under any Loan Document from any of its obligations and liabilities thereunder, and such obligations are in all respects continuing with only the terms being modified as provided in this Amendment. The Credit Agreement and each of the other Loan Documents shall remain in full force and effect, until and except as modified hereby. This Amendment shall constitute a "Loan Document" for all purposes of the Credit Agreement. Each Guarantor further agrees that nothing in the Credit Agreement, this Amendment or any other Loan Document shall be deemed to require the consent of such Guarantor to any future amendment to the Credit Agreement.

SECTION 12. **Notices.** All communications and notices hereunder shall be given as provided in the Credit Agreement.

SECTION 13. **Severability.** If any provision of this Amendment is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Amendment and the other Loan Documents 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 14. **Successors.** The terms of this Amendment shall be binding upon, and shall inure for the benefit of, the parties hereto and their respective successors and assigns.

SECTION 15. **No Waiver.** Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Agents under the Credit Agreement or any other Loan 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 or any other provision of the Credit Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrower to receive 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 or any other Loan Document in similar or different circumstances.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their duly authorized officers, all as of the date and year first above written.

SABRE GLBL INC.,

By /s/ Brian Evans
Name: Brian Evans
Title: Treasurer

SABRE HOLDINGS CORPORATION,

By /s/ Brian Evans
Name: Brian Evans
Title: Treasurer

[Signature Page to Sabre - Amendment No. 3 (4Q20)]

BANK OF AMERICA, N.A., as Administrative Agent

By: /s/ Henry C. Pennell

Name: Henry C. Pennell

Title: Vice President

BANK OF AMERICA, N.A., as a Lender

By: /s/ Jason Auguste

Name: Jason Auguste

Title: Vice President

[Signature Page to Sabre - Amendment No. 3 (4Q20)]

Citibank, N.A., as a Lender

By: /s/ Javier Escobar

Name: Javier Escobar

Title: Vice President and Director

[Signature Page to Sabre - Amendment No. 3 (4Q20)]

WELLS FARGO BANK, N.A., as a Lender

By /s/ Nathan Paouncic

Name: Nathan Paouncic

Title: Vice President

[Signature Page to Sabre - Amendment No. 3 (4Q20)]

Mizuho Bank, Ltd. as a Lender

By /s/ Tracy Rahn

Name: Tracy Rahn

Title: Executive Director

[Signature Page to Sabre - Amendment No. 3 (4Q20)]

ING Capital LLC, as a Lender

By /s/ Pim Rothweiler

Name: Pim Rothweiler

Title: Managing Director

By /s/ Sowseel Gudimetla

Name: Sowseel Gudimetla

Title: Vice President

[Signature Page to Sabre - Amendment No. 3 (4Q20)]

By /s/ Jennifer Culbert

Name: Jennifer Culbert

Title: Vice President

By /s/ Philip Tancorra

Name: Philip Tancorra

Title: Vice President

[Signature Page to Sabre - Amendment No. 3 (4Q20)]

Morgan Stanley Bank, N.A., as a Lender

By /s/ Jack Kuhns

Name: Jack Kuhns

Title: Vice President

[Signature Page to Sabre - Amendment No. 3 (4Q20)]

MUFG Bank, Ltd., as a Lender

By /s/ Matthew Antioco

Name: Matthew Antioco

Title: Director

[Signature Page to Sabre - Amendment No. 3 (4Q20)]

By /s/ Matthew Cheung

Name: Matthew Cheung

Title: Vice President

[Signature Page to Sabre - Amendment No. 3 (4Q20)]

By /s/ Mahesh Mohan

Name: Mahesh Mohan

Title: Authorized Signatory

[Signature Page to Sabre - Amendment No. 3 (4Q20)]

PNC Bank, National Association, as a Lender

By /s/ R. Ruining Nguyen

Name: R. Ruining Nguyen

Title: SVP

[Signature Page to Sabre - Amendment No. 3 (4Q20)]

SIXTH TERM A LOAN REFINANCING AND INCREMENTAL AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT, dated as of December 17, 2020 (this “Sixth Term Loan Amendment”), among Sabre GLBL Inc., a Delaware corporation (the “Borrower”), Sabre Holdings Corporation, a Delaware corporation (“Holdings”), each of the other Loan Parties, Bank of America, N.A. (“Bank of America”), as administrative agent (in such capacity, the “Administrative Agent”), Bank of America, as the 2020 Other Term B Lender (as defined below) and Bank of America, as the 2020 Incremental Term Lender (as defined below). The joint bookrunners for the Sixth Term Loan Amendment are BofA Securities, Inc., Mizuho Bank, Ltd., Wells Fargo Securities, LLC, Deutsche Bank Securities Inc., Citibank N.A., PNC Bank, National Association, Goldman Sachs Bank USA, Morgan Stanley Senior Funding, Inc., MUFG Bank Ltd., JPMorgan Chase Bank, N.A. and ING Bank, N.A.

WHEREAS, the Borrower, Holdings, the Lenders and the Administrative Agent are parties to that certain Amended and Restated Credit Agreement dated as of February 19, 2013 (as amended, amended and restated, modified and/or supplemented through the date hereof, the “Credit Agreement”), pursuant to which the Lenders have extended credit to the Borrower;

WHEREAS, in accordance with the provisions of Section 2.15 of the Credit Agreement and pursuant to a request for Other Term Loans in the form of a term sheet dated as of December 7, 2020, posted to a website for the benefit of the Lenders, the Borrower has notified the Administrative Agent that it is requesting that Bank of America (the “2020 Other Term B Lender”) provide Other Term Loans in the aggregate principal amount of \$137,000,000 (the “2020 Other Term B Loans” and the Other Term Commitments under this Sixth Term Loan Amendment of the Other Term B Lender with respect to the 2020 Other Term B Loans, the “2020 Other Term B Loan Commitments”) on the terms and conditions set forth in this Sixth Term Loan Amendment, the proceeds of which will be used to refinance and replace in full the existing Incremental Term A Loans incurred prior to the date hereof (the “Existing Term A Loans”) and to pay the fees and expenses in connection therewith;

WHEREAS, in accordance with the provisions of Section 2.14 of the Credit Agreement and pursuant to a request for Incremental Term Loans in the form of a term sheet dated as of December 7, 2020, posted to a website for the benefit of the Lenders, the Borrower has notified the Administrative Agent that it is requesting that Bank of America (the “2020 Incremental Term Lender”) provide Incremental Term Loans in the aggregate principal amount of \$500,000,000 (the “2020 Incremental Term Loans” and the Incremental Term Commitments of the 2020 Incremental Term Lender under this Sixth Term Loan Amendment with respect to the 2020 Incremental Term Loans, the “2020 Incremental Term Commitments”) on the terms and conditions set forth in this Sixth Term Loan Amendment, which will be added to (and form part of) the Class of 2020 Other Term B Loans also established pursuant to this Sixth Term Loan Amendment, the proceeds of which will be used to redeem in full the 5.250% Senior Secured Notes of the Borrower due November 2023 (the “November 2023 Secured Notes”);

WHEREAS, in accordance with the provisions of Sections 2.14 and 2.15 of the Credit Agreement and the terms and conditions set forth herein, the Borrower, Holdings, each of the other Loan Parties, the 2020 Other Term B Lender, the 2020 Incremental Term Lender and the Administrative Agent wish to effect this Sixth Term Loan Amendment;

WHEREAS, the parties hereto wish to amend certain other provisions of the Credit Agreement as hereinafter provided in connection with foregoing, on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

SECTION 2 Term Loan Refinancing Amendment.

(a) For the avoidance of doubt, (i) this Sixth Term Loan Amendment constitutes a “Refinancing Amendment” pursuant to which a new Class of Other Term Loans is established pursuant to Section 2.15 of the Credit Agreement, (ii) the 2020 Other Term B Loan Commitments constitute “Other Term Commitments” as defined in the Credit Agreement (as amended pursuant to Section 3 hereof), (iii) from and after the Sixth Term Loan Amendment Effective Date (as hereinafter defined), the 2020 Other Term B Loans constitute

“Other Term Loans” as defined in the Credit Agreement (as amended pursuant to Section 3 hereof) and (iii) from and after the Sixth Term Loan Amendment Effective Date, each 2020 Other Term B Lender shall constitute a “Lender” and a “Term Lender” as defined in the Credit Agreement (as amended pursuant to Section 3 hereof).

(b) Subject to the terms and conditions set forth herein and the occurrence of the Sixth Term Loan Amendment Effective Date, the 2020 Other Term B Lender agrees to make 2020 Other Term B Loans to the Borrower on the Sixth Term Loan Amendment Effective Date in an amount equal to the amount of its 2020 Other Term B Commitments (as set forth below). The full amount of the 2020 Other Term B Loans shall be drawn by the Borrower in a single drawing on the Sixth Term Loan Amendment Effective Date and amounts paid or prepaid in respect of the 2020 Other Term B Loans may not be reborrowed. For purposes hereof, the 2020 Other Term B Commitments of the 2020 Other Term B Lender shall be \$137,000,000.

(c) On the Sixth Term Loan Amendment Effective Date, the Borrower shall pay in cash (x) all accrued but unpaid interest owing with respect to the Existing Term A Loans through the Sixth Term Loan Amendment Effective Date and (y) to each existing Incremental Term A Lender, any loss, expense or liability due under Section 3.05 of the Credit Agreement.

(d) Promptly following the Sixth Term Loan Amendment Effective Date, all Notes, if any, evidencing the Existing Term A Loans shall be cancelled, and the 2020 Other Term B Lender may request that its 2020 Other Term B Loans be evidenced by a Note pursuant to Section 2.11 of the Credit Agreement.

(e) Each of the parties to this Sixth Term Loan Amendment hereby agrees (x) that the 2020 Other Term B Loans established pursuant to this Sixth Term Loan Amendment shall have the “Interest Rates”, “Maturity Date”, “Scheduled Amortization”, “Call Premium” and “Use of Proceeds” as set forth on Annex I hereto and shall be subject to the provisions set forth on Annex II hereto and (y) that all other terms and conditions applicable to such 2020 Other Term B Loans shall be the same as the corresponding terms and conditions applicable to “Term B Loans” under the Credit Agreement.

(f) The Borrower hereby consents, for purposes of Section 11.07(b)(i)(A) of the Credit Agreement, to the assignment on or within ninety (90) days of the Sixth Term Loan Amendment Effective Date of any 2020 Other Term B Loans by Bank of America, N.A., as the 2020 Other Term B Lender, to (A) any Person that was an existing Term Lender on the Sixth Term Loan Amendment Effective Date (immediately prior to giving effect thereto) or (B) any Eligible Assignee separately identified, and acceptable, to the Borrower. Any such assignee shall thereafter be a “2020 Other Term B Lender”.

SECTION 3 Amendments to the Credit Agreement. Each of the parties hereto agrees that, effective on the Sixth Term Loan Amendment Effective Date (immediately after giving effect to incurrence of the 2020 Other Term B Loans but prior to giving effect to the 2020 Incremental Term Loans (as defined below)), the Credit Agreement shall be amended as follows:

(a) The definition of “Applicable Rate” set forth in Section 1.01 of the Credit Agreement is hereby amended by adding the following to the end thereof:

“The Applicable Rate with respect to the 2020 Other Term B Loans is as set forth in the Sixth Term Loan Amendment”

(a) The definition of “Base Rate” set forth in Section 1.01 of the Credit Agreement is hereby amended by adding the following to the end thereof:

“Notwithstanding anything to the contrary, in no event shall the Base Rate for any 2020 Other Term B Loan be less than the Base Rate “floor” set forth in the Sixth Term Loan Amendment.”

(b) The last paragraph of the definition of “Eurocurrency Rate” set forth in Section 1.01 of the Credit Agreement is hereby amended by adding the following to the end thereof:

“Notwithstanding anything to the contrary, in no event shall the Eurocurrency Rate with respect to any applicable Interest Period for any 2020 Other Term B Loan be less than the Eurocurrency Rate “floor” set forth in the Sixth Term Loan Amendment.”

(c) The definition of “Facility” set forth in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“**Facility**” means the Term B Loans, the 2020 Other Term B Loans, the Revolving Credit Facility, each Class of Revolving Credit Commitments (or applicable Loans) or another Class of Commitments or Loans, as the context may require.”

(d) The definition of “Term Commitment” set forth in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“**Term Commitment**” means (i) a Term B Commitment, (ii) Term Commitment Increase, (iii) an Other Term Commitment (including the 2020 Other Term B Loan Commitment) and (iv) an Incremental Term Commitment, in each case, as the context may require.”

(e) The definition of “Term Borrowing” set forth in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“**Term Borrowing**” means (x) a Term B Borrowing, (y) a 2020 Other Term B Borrowing and (z) the making of an Incremental Term Loan by an Additional Term Lender to the Borrower pursuant to Section 2.14 and the applicable Incremental Term Facility Amendment, as context may require.”

(f) The definition of “Term Loans” set forth in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“**Term Loans**” means a Term B Loan, a 2020 Other Term B Loan, an Incremental Term A Loan, an Incremental Term Loan, an Other Term Loan and an Extended Term Loan, as the context may require.”

(g) Section 1.01 of the Credit Agreement is hereby amended by adding the following definitions:

(i) “**2020 Other Term B Borrowing**” means a borrowing consisting of 2020 Other Term B Loans of the same Type and currency and, in the case of Eurocurrency Rate Loans, having the same Interest Period made by each of the 2020 Other Term B Lenders pursuant to the Sixth Term Loan Amendment.

(ii) “**2020 Other Term B Loan Commitment**” has the meaning specified in the Sixth Term Loan Amendment.

(iii) “**2020 Other Term B Lender**” means, at any time, each Lender that has outstanding 2020 Other Term B Loans.

(iv) “**2020 Other Term B Loans**” has the meaning specified in the Sixth Term Loan Amendment.

(v) “**Sixth Term Loan Amendment**” means that certain Sixth Term A Loan Refinancing and Incremental Amendment to Amended and Restated Credit Agreement, dated as of December 17, 2020 by and among Holdings, the Borrower, the other Loan Parties party thereto, the Lenders party thereto and the Administrative Agent.

(vi) “**Sixth Term Loan Amendment Effective Date**” has the meaning specified in the Sixth Term Loan Amendment.

(h) Sections 3.01(b) and 3.01(c) of the Credit Agreement are each hereby amended by deleting each reference to the text “or, in the case of an Incremental Term A Loan Lender, the Amendment No. 2 Effective Date” appearing therein and inserting the text “or in the case of a 2020 Other Term B Lender, the Sixth Term Loan Amendment Effective Date” in lieu thereof.

SECTION 4 Incremental Amendment

(a) For the avoidance of doubt, (i) this Sixth Term Loan Amendment constitutes an “Incremental Term Facility Amendment” pursuant to which an increase in the aggregate principal amount of 2020 Other Term B Loans shall be established in accordance with Section 2.14 of the Credit Agreement, (ii) the 2020 Incremental Term Commitments constitute “Incremental Term Commitments” as defined in the Credit Agreement (as amended pursuant to Section 3 hereof) and (iii) from and after the Sixth Term Loan Amendment Effective Date, the 2020 Incremental Term Lender shall constitute a “2020 Other Term B Lender”, a “Lender” and a “Term Lender” as defined in the Credit Agreement (as amended pursuant to Section 3 hereof).

(b) Immediately after the incurrence of the 2020 Other Term B Loans pursuant to Section 2 above, and subject to the terms and conditions set forth herein and the occurrence of the Sixth Term Loan Amendment Effective Date, the 2020 Incremental Term Lender hereby agrees to make 2020 Incremental Term Loans to the Borrower on the Sixth Term Loan Amendment Effective Date in an amount equal to the amount of its 2020 Incremental Term Commitments (as set forth below). The full amount of the 2020 Incremental Term Loans shall be drawn by the Borrower in a single drawing on the Sixth Term Loan Amendment Effective Date and amounts paid or prepaid in respect of the 2020 Incremental Term Loans may not be reborrowed. For purposes hereof, the 2020 Incremental Term Commitments of the 2020 Incremental Term Lender shall be \$500,000,000.

(c) Immediately upon the incurrence of the 2020 Incremental Term Loans on the Sixth Term Loan Amendment Effective Date, (i) the 2020 Incremental Term Loans shall be added to, and thereafter constitute a part of, the existing Class of 2020 Other Term B Loans incurred pursuant to Section 2 above on a pro rata basis (based on the relative sizes of the various outstanding Term Borrowings), so that each Lender will participate proportionately in each then outstanding Term Borrowing of 2020 Other Term B Loans, (ii) the 2020 Incremental Term Loans shall constitute a single Class of Term Loans with the 2020 Other Term B Loans and (iii) the 2020 Incremental Term Loans shall constitute “2020 Other Term B Loans” for all purposes under, and subject to the provisions of, the Loan Documents. The 2020 Incremental Term Loans shall be subject to the same terms (including, without limitation, as to interest rates, amortization percentage, maturity, voluntary prepayment terms and mandatory prepayment terms) applicable to the 2020 Other Term B Loans; provided that, after giving effect to the incurrence of the 2020 Incremental Term Loans, the scheduled amortization with respect to the 2020 Other Term B Loans shall be calculated based on the aggregate outstanding principal amount of 2020 Other Term B Loans (including the 2020 Incremental Term Loans) on the Sixth Term Loan Amendment Effective Date. The aggregate principal amount of 2020 Other Term B Loans on the Sixth Term Loan Amendment Effective Date (after giving effect to the incurrence of the 2020 Incremental Term Loans on such date) is \$637,000,000.

(d) The 2020 Incremental Term Commitment of the 2020 Incremental Term Lender shall automatically terminate upon the funding of the 2020 Incremental Term Loans on the Sixth Term Loan Amendment Effective Date.

(e) The proceeds of the 2020 Incremental Term Loans shall be used by the Borrowers to redeem in full the November 2023 Secured Notes.

(f) The Borrower hereby consents, for purposes of Section 11.07(b)(i)(A) of the Credit Agreement, to the assignment on or within ninety (90) days of the Sixth Term Loan Amendment Effective Date of any 2020 Incremental Term Loans by Bank of America, N.A., as the 2020 Incremental Term Lender, to (A) any Person that was an existing Term Lender on the Sixth Term Loan Amendment Effective Date (immediately prior to giving effect thereto) or (B) any Eligible Assignee separately identified, and acceptable, to the Borrower. Any such assignee shall thereafter be a “2020 Other Term B Lender”.

SECTION 5 Representations and Warranties

. To induce the other parties hereto to enter into this Sixth Term Loan Amendment, each Loan Party represents and warrants to each of the Lenders party hereto and the Administrative Agent that:

(a) the execution, delivery and performance by each Loan Party of this Sixth Term Loan Amendment has been duly authorized by all necessary corporate, limited liability company and/or partnership action, as applicable, of such Loan Party;

(b) this Sixth Term Loan Amendment has been duly executed and delivered by such Loan Party;

(c) each of this Sixth Term Loan Amendment, the Credit Agreement and each other Loan Document to which each Loan Party is a party, after giving effect to the amendments pursuant to this Sixth Term Loan Amendment and the transactions contemplated hereby, constitutes a legal, valid and binding obligation of such Loan Party, enforceable against it in accordance with its terms, subject to Debtor Relief Laws and to general principles of equity;

(d) no material approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Sixth Term Loan Amendment or the Credit Agreement, after giving effect to the amendments pursuant to this Sixth Term Loan Amendment and the transactions contemplated hereby or for the consummation of the transactions contemplated hereby;

(e) the execution, delivery and performance by each Loan Party of this Sixth Term Loan Amendment and the performance of the Credit Agreement, after giving effect to the amendments pursuant to this Sixth Term Loan Amendment, are within such Loan Party's corporate, limited liability company or limited partnership powers, as applicable, and do not and will not (i) contravene the terms of any of such Person's Organization Documents or (ii) violate any applicable material Law; in the case of this clause (ii), to the extent that such violations would not reasonably be expected to have a Material Adverse Effect; and

(f) immediately before and after giving effect to this Sixth Term Loan Amendment and the transactions contemplated hereby (i) the representations and warranties of the Borrower and each of the other Loan Parties set forth in Article V of the Credit Agreement and in the other Loan Documents are true and correct in all material respects on and as of the Sixth Term Loan Amendment Effective Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they were true and correct in all material respects as of such earlier date; *provided* that any representation or warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language is true and correct (after giving effect to any qualification therein) in all respects on such respective dates, and (ii) no Default shall have occurred and be continuing as of the Sixth Term Loan Amendment Effective Date, after giving effect to this Sixth Term Loan Amendment and the transactions contemplated hereby.

SECTION 6 Effectiveness. This Sixth Term Loan Amendment shall become effective as of the date (the "Sixth Term Loan Amendment Effective Date") on which each of the following conditions shall have been satisfied:

(a) the Administrative Agent (or its counsel) shall have received counterparts of this Sixth Term Loan Amendment that, when taken together, bear the signatures of (i) Holdings, (ii) the Borrower, (iii) each other Guarantor (iv) the Administrative Agent, (iv) the 2020 Other Term B Lender and (v) the 2020 Incremental Term Lender;

(b) the Administrative Agent shall have received a certificate signed by a Responsible Officer of the Borrower (A) certifying that the condition set forth in clause (f) below has been satisfied on or as of the Sixth Term Loan Amendment Effective Date and (B) certifying that the 2020 Other Term B Loans incurred pursuant to Section 2 above constitute Credit Agreement Refinancing Indebtedness (and meet the requirements of the definition thereof);

(c) the Existing Term A Loans shall be repaid in cash with the proceeds received from the 2020 Other Term B Loans established pursuant to Section 2 of this Sixth Term Loan Amendment and all accrued interest, fees and premiums (if any) in connection with such Existing Term A Loans shall have been paid;

(d) the Administrative Agent shall have received a certificate from the chief financial officer of the Borrower substantially in the form of the certificate delivered pursuant to Section 4.01(a)(vi) to the Credit Agreement (with appropriate modifications to reflect the consummation of the transactions contemplated by this Sixth Term Loan Amendment on the Sixth Term Loan Amendment Effective Date) attesting to the Solvency of the Borrower and its Subsidiaries (taken as a whole) after giving effect to this Sixth Term Loan Amendment and the transactions contemplated hereby;

(e) the Administrative Agent shall have received such other documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of each Loan Party and the authorization of this Sixth Term Loan Amendment and amendment of the Credit Agreement and the other transactions contemplated hereby, all in form and substance reasonably satisfactory to the Administrative Agent;

(f) (x) all of the conditions specified in Section 2.15 of the Credit Agreement with respect to the 2020 Other Term B Loans shall have been satisfied and (y) all of the conditions specified in Section 2.14 of the Credit Agreement with respect to the 2020 Incremental Term Loans shall have been satisfied;

(g) the Administrative Agent shall have received favorable customary legal opinions of (i) Young Conaway Stargatt & Taylor LLP, Delaware counsel to the Loan Parties and (ii) Cleary Gottlieb Steen & Hamilton LLP, New York counsel to the Loan Parties, in each case, as to any matter reasonably requested by the Administrative Agent, addressed to each Lender party hereto and the Administrative Agent, dated the Sixth Term Loan Amendment Effective Date and in form and substance reasonably satisfactory to the Administrative Agent, which the Loan Parties hereby request such counsel to deliver;

(h) no Default exists as of the Sixth Term Loan Amendment Effective Date, both before and immediately after giving effect to this Sixth Term Loan Amendment and the transactions contemplated hereby;

(i) all of the representations and warranties of the Borrower and each of the other Loan Parties set forth in Article V of the Credit Agreement and in the other Loan Documents (including this Sixth Term Loan Amendment) are true and correct in all material respects on and as of the Sixth Term Loan Amendment Effective Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they were true and correct in all material respects as of such earlier date; *provided* that any representation or warranty that is qualified as to “materiality”, “Material Adverse Effect” or similar language is true and correct (after giving effect to any qualification therein) in all respects on such respective dates;

(j) (I) the Borrower shall have paid to the Administrative Agent for the account of the 2020 Other Term B Lender, a non-refundable upfront fee in Dollars and in immediately available funds in an amount equal to 1.0% of the aggregate amount of 2020 Other Term B Loans outstanding of the 2020 Other Term B Lender on the Sixth Term Loan Amendment Effective Date and (II) the Borrower shall have paid to the Administrative Agent for the account of the 2020 Incremental Term Lender, a non-refundable upfront fee in Dollars and in immediately available funds in an amount equal to 1.0% of the aggregate amount of 2020 Incremental Term Loans outstanding of the 2020 Incremental Term Lender on the Sixth Term Loan Amendment Effective Date. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever; and

(k) the Administrative Agent and the arranger of this Sixth Term Loan Amendment, as applicable, shall have received payment of all fees and other amounts due and payable on or prior to the Sixth Term Loan Amendment Effective Date and, to the extent invoiced, reimbursement or payment of all reasonable and documented out-of-pocket costs and expenses required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent.

The Administrative Agent shall notify the Borrower, the 2020 Other Term B Lender and the 2020 Incremental Term Lender of the Sixth Term Loan Amendment Effective Date, and such notice shall be conclusive and binding.

SECTION 7 *Reaffirmation of Guaranty and Security.* The Borrower and each other Loan Party, by its signature below, hereby (a) agrees that, notwithstanding the effectiveness of this Sixth Term Loan Amendment or the Credit Agreement, after giving effect to this Sixth Term Loan Amendment and the transactions contemplated hereby, the Collateral Documents continue to be in full force and effect and (b) affirms and confirms all of its obligations and liabilities under the Credit Agreement and each other Loan Document, in each case after giving effect to this Sixth Term Loan Amendment and the transactions contemplated hereby, including its guarantee of the Obligations and the pledge of and/or grant of a security interest in its assets as Collateral pursuant to the Collateral Documents to secure such Obligations, all as provided in the Collateral Documents as originally executed, and acknowledges and agrees that such obligations, liabilities, guarantee, pledge and grant continue in full force and effect in respect of, and to secure, such Obligations under the Credit Agreement and the other Loan Documents, in each case after giving effect to this Sixth Term Loan Amendment and the transactions contemplated hereby.

SECTION 8 *Reference to and effect on the Credit Agreement.* From and after the Sixth Term Loan Amendment Effective Date, the terms “Agreement”, “this Sixth Term Loan Amendment”, “herein”, “hereinafter”, “hereto”, “hereof” and words of similar import, as used in the Credit Agreement, shall, unless the context otherwise requires, refer to the Credit Agreement as amended hereby, and the term “Credit Agreement”, as used in the other Loan Documents, shall mean the Credit Agreement as amended hereby and as may be further amended, supplemented or otherwise modified from time to time. For the avoidance of doubt, any references to “the date hereof” in the Credit Agreement shall refer to February 19, 2013.

SECTION 9 Counterparts. This Sixth Term Loan Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Except to the extent applicable law would prohibit the same, make the same unenforceable or affirmatively requires a manually executed counterpart signature, the delivery of an executed counterpart of a signature page of this Sixth Term Loan Amendment by fax, emailed .pdf or any other electronic means approved by the Administrative Agent in writing (which may be via email) that reproduces an image of the actual executed signature page shall be as effective as the delivery of a manually executed counterpart of this Sixth Term Loan Amendment. In furtherance of the foregoing, the words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to any document to be signed in connection with this Sixth Term Loan Amendment and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. As used herein, “Electronic Signature” means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or other record. Section headings used herein are for convenience of reference only, are not part of this Sixth Term Loan Amendment and are not to affect the construction of, or to be taken into consideration in interpreting, this Sixth Term Loan Amendment.

SECTION 10 Governing Law. THIS SIXTH TERM LOAN AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 11 Jurisdiction. ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS SIXTH TERM LOAN AMENDMENT 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 SIXTH TERM LOAN AMENDMENT, OR THE TRANSACTIONS RELATED THERETO, 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 (IN THE BOROUGH OF MANHATTAN) OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS SIXTH TERM LOAN AMENDMENT, THE BORROWER, HOLDINGS, EACH OTHER GUARANTOR, THE ADMINISTRATIVE AGENT AND EACH LENDER PARTY HERETO CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS AND AGREES NOT TO COMMENCE ANY SUCH LEGAL ACTION OR PROCEEDING IN ANY OTHER JURISDICTION, TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE BORROWER, HOLDINGS, EACH OTHER LOAN PARTY, THE ADMINISTRATIVE AGENT AND EACH LENDER PARTY HERETO 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 SIXTH TERM LOAN AMENDMENT OR OTHER DOCUMENT RELATED THERETO.

SECTION 12 Headings. The headings of this Sixth Term Loan Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 13 No Novation. Other than with respect to the Existing Term A Loans as expressly set forth herein, this Sixth Term Loan Amendment shall not extinguish the Obligations for the payment of money outstanding under the Credit Agreement or discharge or release the lien or priority of any Loan Document or any other security therefor or any guarantee thereof, and the liens and security interests existing immediately prior to the Sixth Term Loan Amendment Effective Date in favor of the Administrative Agent for the benefit of the Secured Parties securing payment of the Obligations are in all respects continuing and in full force and effect with respect to all Obligations. Other than with respect to the Existing Term A Loans as expressly set forth herein, nothing herein contained shall be construed as a substitution or novation, or a payment and reborrowing, or a termination, of the Obligations outstanding under the Credit Agreement or instruments guaranteeing or securing the same, which shall remain in full force and effect, except as modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Sixth Term Loan Amendment or any other document contemplated hereby or thereby shall be construed as a release or other discharge of the Borrower under the Credit Agreement or the Borrower or any other Loan Party under any Loan Document from any of its obligations and liabilities thereunder, and such obligations are in all respects continuing with only the terms being modified as provided in this Sixth Term Loan Amendment. The Credit Agreement and each of the other Loan Documents shall remain in full force and effect, until and except as modified hereby. This Sixth Term Loan Amendment shall constitute a Loan Document for all purposes of the Credit Agreement. Each Guarantor further agrees that nothing in the Credit Agreement, this Sixth Term Loan Amendment or any other Loan Document shall be deemed to require the consent of such Guarantor to any future amendment to the Credit Agreement.

SECTION 14 Notices. All communications and notices hereunder shall be given as provided in the Credit Agreement.

SECTION 15 Severability. If any provision of this Sixth Term Loan Amendment is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Sixth Term Loan Amendment and the other Loan Documents 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 16 Successors. The terms of this Sixth Term Loan Amendment shall be binding upon, and shall inure for the benefit of, the parties hereto and their respective successors and assigns.

SECTION 17 No Waiver. Except as expressly set forth herein, this Sixth Term Loan Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Agents under the Credit Agreement or any other Loan 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 or any other provision of the Credit Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrower to receive 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 or any other Loan Document in similar or different circumstances.

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IN WITNESS WHEREOF, the parties hereto have caused this Sixth Term Loan Amendment to be duly executed by their duly authorized officers, all as of the date and year first above written.

SABRE GLBL INC.,

By /s/ Brian Evans

Name: Brian Evans

Title: Treasurer

SABRE HOLDINGS CORPORATION,

By /s/ Brian Evans

Name: Brian Evans

Title: Treasurer

EACH OF THE LOAN PARTIES LISTED BELOW, hereby consents to the entering into of this Sixth Term Loan Amendment and agrees to the provisions hereof:

GETTHERE INC.

By: /s/ Brian Evans

Name: Brian Evans

Title: Treasurer

GETTHERE L.P.

By: GetThere Inc., its General Partner

By: /s/ Brian Evans

Name: Brian Evans

Title: Treasurer

LASTMINUTE.COM LLC

By: /s/ Brian Evans

Name: Brian Evans

Title: Treasurer

LASTMINUTE.COM HOLDINGS, INC.

By: /s/ Brian Evans

Name: Brian Evans

Title: Treasurer

PRISM GROUP, INC.

By: /s/ Brian Evans

Name: Brian Evans

Title: Treasurer

PRISM TECHNOLOGIES, LLC

By: /s/ Brian Evans

Name: Brian Evans

Title: Treasurer

SABRE INTERNATIONAL NEWCO, INC.

By: /s/ Brian Evans

Name: Brian Evans

Title: Treasurer

SABREMARK G.P., LLC

By: /s/ Steven W. Milton

Name: Steven W. Milton

Title: Corporate Secretary

IHS US INC.

By: /s/ Brian Evans

Name: Brian Evans

Title: Treasurer

SABREMARK LIMITED PARTNERSHIP

By: SabreMark G.P., LLC, its General Partner

By: /s/ Steven W. Milton

Name: Steven W. Milton

Title: Corporate Secretary

INNLINK, LLC

By: /s/ Brian Evans

Name: Brian Evans

Title: Treasurer

NEXUS WORLD SERVICES, INC.

By: /s/ Brian Evans

Name: Brian Evans

Title: Treasurer

TRAVLYNX LLC

By: /s/ Brian Evans

Name: Brian Evans

Title: Treasurer

TVL HOLDINGS I, LLC

By: /s/ Brian Evans

Name: Brian Evans

Title: Treasurer

TVL HOLDINGS, INC.

By: /s/ Brian Evans

Name: Brian Evans

Title: Treasurer

TVL LLC

By: /s/ Brian Evans

Name: Brian Evans

Title: Treasurer

TVL LP

By: TVL LLC, its General Partner

By: /s/ Brian Evans

Name: Brian Evans

Title: Treasurer

TVL COMMON, INC.

By: /s/ Brian Evans

Name: Brian Evans

Title: Treasurer

RSI MIDCO, INC.

By: /s/ Brian Evans

Name: Brian Evans

Title: Treasurer

RADIXX SOLUTIONS INTERNATIONAL, Inc.

By: /s/ Brian Evans

Name: Brian Evans

Title: Treasurer

By /s/ Maurice Washington
Name: Maurice Washington
Title: Vice President

SUMMARY OF TERMS

Interest Rates:	<p>The Applicable Rate with respect to any 2020 Other Term B Loans, (I) for Base Rate Loans, 3.00% and (II) for Eurocurrency Rate Loans, 4.00%:</p> <p>Notwithstanding anything to the contrary in the Credit Agreement, (I) the Eurocurrency Rate for the 2020 Other Term B Loans shall in no event be less than 0.75% per annum and (II) the Base Rate for the 2020 Other Term B Loans shall in no event be less than 1.75% per annum.</p> <p>Solely for purposes of the 2020 Other Term B Loans, the Credit Agreement shall be amended as set forth on <u>Annex II</u> hereto.</p>
Maturity Date:	<p>December 17, 2027 (or, with respect to any 2020 Other Term B Lender that has extended the maturity date of its 2020 Other Term B Loans pursuant to Section 2.16, the extended maturity date set forth in the applicable Term Extension Request delivered by the Borrower and such 2020 Other Term B Lender to the Administrative Agent pursuant to Section 2.16) (the “<u>2020 Other Term B Loan Maturity Date</u>”).</p>
Scheduled Amortization:	<p>The Borrower shall repay to the Administrative Agent for the ratable account of the 2020 Other Term B Lenders:</p> <p>(i) on the last Business Day of each March, June, September and December, commencing with the last Business Day of March 2021, an aggregate Dollar Amount equal to 0.25% of the aggregate Dollar Amount of all 2020 Other Term B Loans outstanding on the Sixth Term Loan Amendment Effective Date (as such repayment amount shall be reduced as a result of the application of prepayments as directed by the Borrower pursuant to Section 2.05).</p> <p>(ii) on the 2020 Other Term B Loan Maturity Date, the aggregate principal amount of all such 2020 Other Term B Loans outstanding on such date.</p>
Call Premium:	<p>(I) Any prepayment of the 2020 Other Term B Loans pursuant to Section 2.05(a)(i) or Section 2.05(b)(viii) or (II) any Repricing Event (as defined below) (including any assignment of such 2020 Other Term B Loans pursuant to the terms of Section 3.07, in each case, in connection with a Repricing Event), in each case, shall be accompanied by the payment of the Call Premium (as defined below), for the ratable account of the 2020 Other Term B Lenders.</p> <p>“Repricing Event” means any amendment to this Agreement the primary purpose of which is the reduce the Effective Yield applicable to the 2020 Other Term B Loans. Any such determination by the Administrative Agent as contemplated by the preceding sentence shall be conclusive and binding on the Borrower and all Lenders holding such 2020 Other Term B Loans, absent manifest error. The Administrative Agent shall not have any liability to any Person with respect to such determination.</p> <p>“Call Premium” means a premium (expressed as a percentage of the principal amount of the applicable 2020 Other Term B Loans to be prepaid, subject to the applicable amendment or assigned, as the case may be) equal to the amount set forth below:</p> <p>(a) 1.0% on or prior to the one year anniversary of the Sixth Term Loan Amendment Effective Date; and</p> <p>(b) 0% after such date described in clause (a) above.</p>
Use of Proceeds:	<p>The proceeds of (I) the 2020 Other Term B Loans incurred pursuant to Section 2 of the Sixth Term Loan Amendment shall be used to refinance in full the Existing Term A Loans and to pay fees and expenses in connection therewith and (II) the 2020 Incremental Term Loans incurred pursuant to Section 4 of the Sixth Term Loan Amendment shall be used by the Borrowers to redeem in full the November 2023 Secured Notes.</p>

AMENDMENTS TO SECTION 3.03 AND RELATED DEFINITIONS

It is agreed and understood that the amendments set forth herein apply solely to the Class of 2020 Other Term B Loans and do not apply to any other Class of Loans or Commitments.

Section 1.01 of the Credit Agreement is hereby amended by adding the following definitions:

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

“LIBOR Replacement Date” has the meaning specified in Section 3.03(b).

“LIBOR Successor Rate” has the meaning specified in Section 3.03(b).

“LIBOR Successor Rate Conforming Changes” means, with respect to any proposed LIBOR Successor Rate, any conforming changes to the definition of Base Rate, Interest Period, timing and frequency of determining rates and making payments of interest and other technical, administrative or operational matters (including, for the avoidance of doubt, the definition of Business Day, timing of borrowing requests or prepayment, conversion or continuation notices and length of lookback periods) as may be appropriate, in the discretion of the Administrative Agent, to reflect the adoption and implementation of such LIBOR Successor Rate and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such LIBOR Successor Rate exists, in such other manner of administration as the Administrative Agent determines is reasonably necessary in connection with the administration of this Agreement and any other Loan Document).

“Pre-Adjustment Successor Rate” has the meaning specified in Section 3.03(b).

“Related Adjustment” means, in determining any LIBOR Successor Rate, the first relevant available alternative set forth in the order below that can be determined by the Administrative Agent applicable to such LIBOR Successor Rate:

(A) the spread adjustment, or method for calculating or determining such spread adjustment, that has been selected or recommended by the Relevant Governmental Body for the relevant Pre-Adjustment Successor Rate (taking into account the interest period, interest payment date or payment period for interest calculated and/or tenor thereto) and which adjustment or method (x) is published on an information service as selected by the Administrative Agent from time to time in its reasonable discretion or (y) solely with respect to Term SOFR, if not currently published, which was previously so recommended for Term SOFR and published on an information service acceptable to the Administrative Agent; or

(B) the spread adjustment that would apply (or has previously been applied) to the fallback rate for a derivative transaction referencing the ISDA Definitions (taking into account the interest period, interest payment date or payment period for interest calculated and/or tenor thereto).

“Relevant Governmental Body” means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York.

“Required 2020 Other Term B Lenders” means, as of any date of determination, Lenders having more than 50% of the sum of the (a) aggregate outstanding principal amount of 2020 Other Term B Loans.

“SOFR” with respect to any Business Day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark (or a successor administrator) on the Federal Reserve Bank of New York’s website (or any successor source) at approximately 8:00 a.m. (New York City time) on the immediately succeeding Business Day and, in each case, that has been selected or recommended by the Relevant Governmental Body.

“Term SOFR” means the forward-looking term rate for any period that is approximately (as determined by the Administrative Agent) as long as any of the Interest Period options set forth in the definition of “Interest Period” and that is based on SOFR and that has been selected or recommended by the Relevant Governmental Body, in each case as published on an information service as selected by the Administrative Agent from time to time in its reasonable discretion.

Section 3.03 of the Credit Agreement is hereby amended and restated in its entirety as follows:

(a) If the Required Lenders reasonably determine, in connection with any request for a Eurocurrency Rate Loan or a conversion to or continuation thereof, that by reason of any changes affecting the applicable interbank Eurocurrency market adequate and fair means do not exist for determining the Eurocurrency Rate for any requested Interest Period with respect to a proposed Eurocurrency Rate Loan, or that the Eurocurrency Rate for any requested Interest Period with respect to a proposed Eurocurrency Rate Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, or that deposits are not being offered to banks in the relevant interbank market for the applicable amount and the Interest Period of such Eurocurrency Rate Loan, in each case due to circumstances arising on or after the date hereof, the Administrative Agent will promptly so notify the Borrower and each Lender. Thereafter, the obligation of the Lenders to make or maintain any affected Eurocurrency Rate Loans in the affected currency or currencies shall be suspended until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, subject to Section 3.05, the Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of Eurocurrency Rate Loans or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans in the amount specified therein (or, in the case of a pending request for a Loan denominated in an Alternative Currency, the Borrower and the Lenders may establish a mutually acceptable alternative rate).

(b) Notwithstanding anything to the contrary in this Agreement or any other Loan Documents, if the Administrative Agent determines (which determination shall be conclusive absent manifest error), or the Borrower or Required 2020 Other Term B Lenders notify the Administrative Agent (with, in the case of the Required 2020 Other Term B Lenders, a copy to the Borrower) that the Borrower or Required 2020 Other Term B Lenders (as applicable) have determined, that:

(i) adequate and reasonable means do not exist for ascertaining LIBOR for any Interest Period hereunder or any other tenors of LIBOR, including, without limitation, because the LIBOR Rate is not available or published on a current basis and such circumstances are unlikely to be temporary; or

(ii) the administrator of the LIBOR Rate or a Governmental Authority having jurisdiction over the Administrative Agent or such administrator has made a public statement identifying a specific date after which LIBOR or the LIBOR Rate shall no longer be made available, or used for determining the interest rate of loans, provided that, at the time of such statement, there is no successor administrator that is satisfactory to the Administrative Agent, that will continue to provide LIBOR after such specific date (such specific date, the “Scheduled Unavailability Date”); or

(iii) the administrator of the LIBOR Rate or a Governmental Authority having jurisdiction over such administrator has made a public statement announcing that all Interest Periods and other tenors of LIBOR are no longer representative; or

(iv) syndicated loans currently being executed, or that include language similar to that contained in this Section 3.03, are being executed or amended (as applicable) to incorporate or adopt a new benchmark interest rate to replace LIBOR;

then, in the case of clauses (i)-(iii) above, on a date and time determined by the Administrative Agent (any such date, the “LIBOR Replacement Date”), which date shall be at the end of an Interest Period or on the relevant interest payment date, as applicable, for interest calculated and shall occur reasonably promptly upon the occurrence of any of the events or circumstances under clauses (i), (ii) or (iii) above and, solely with respect to clause (ii) above, no later than the Scheduled Unavailability Date, LIBOR will be replaced hereunder and under any Loan Document with, subject to the proviso below, the first available alternative set forth in the order below for any payment period for interest calculated that can be determined by the Administrative Agent, in each case, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document (the “LIBOR Successor Rate”; and any such rate before giving effect to the Related Adjustment, the “Pre-Adjustment Successor Rate”):

- (x) Term SOFR *plus* the Related Adjustment; and
- (y) SOFR *plus* the Related Adjustment;

and in the case of clause (iv) above, the Borrower and Administrative Agent may amend this Agreement solely for the purpose of replacing LIBOR under this Agreement and under any other Loan Document in accordance with the definition of “LIBOR Successor Rate” and such amendment will become effective at 5:00 p.m., on the fifth Business Day after the Administrative Agent shall have notified all Lenders and the Borrower of the occurrence of the circumstances described in clause (iv) above unless, prior to such time, Lenders comprising the Required 2020 Other Term B Lenders have delivered to the Administrative Agent written notice that such Required 2020 Other Term B Lenders object to the implementation of a LIBOR Successor Rate pursuant to such clause;

provided that, if the Administrative Agent determines that Term SOFR has become available, is administratively feasible for the Administrative Agent and would have been identified as the Pre-Adjustment Successor Rate in accordance with the foregoing if it had been so available at the time that the LIBOR Successor Rate then in effect was so identified, and the Administrative Agent notifies the Borrower and each Lender of such availability, then from and after the beginning of the Interest Period, relevant interest payment date or payment period for interest calculated, in each case, commencing no less than thirty (30) days after the date of such notice, the Pre-Adjusted LIBOR Successor Rate shall be Term SOFR and the LIBOR Successor Rate shall be Term SOFR *plus* the relevant Related Adjustment.

The Administrative Agent will promptly (in one or more notices) notify the Borrower and each 2020 Other Term B Lender of (x) any occurrence of any of the events, periods or circumstances under clauses (i) through (iii) above, (y) a LIBOR Replacement Date and (z) the LIBOR Successor Rate.

Any LIBOR Successor Rate shall be applied in a manner consistent with market practice; provided that to the extent such market practice is not administratively feasible for the Administrative Agent, such LIBOR Successor Rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent.

Notwithstanding anything else herein, if at any time any LIBOR Successor Rate as so determined would otherwise be less than 0.75%, the LIBOR Successor Rate will be deemed to be 0.75% for the purposes of this Agreement and the other Loan Documents.

In connection with the implementation of a LIBOR Successor Rate, the Administrative Agent will have the right to make LIBOR Successor Rate Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such LIBOR Successor Rate Conforming Changes will become effective without any further action or consent of any other party to this Agreement; provided that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment implementing such LIBOR Successor Conforming Changes to the Borrower and the Lenders reasonably promptly after such amendment becomes effective.

If the events or circumstances of the type described in 3.03(b)(i)-(iii) have occurred with respect to the LIBOR Successor Rate then in effect, then the successor rate thereto shall be determined in accordance with the definition of "LIBOR Successor Rate."

(c) Notwithstanding anything to the contrary herein, (i) after any such determination by the Administrative Agent or receipt by the Administrative Agent of any such notice described under Section 3.03(b)(i)-(iii), as applicable, if the Administrative Agent determines that none of the LIBOR Successor Rates is available on or prior to the LIBOR Replacement Date, (ii) if the events or circumstances described in Section 3.03(b)(iv) have occurred but none of the LIBOR Successor Rates is available, or (iii) if the events or circumstances of the type described in Section 3.03(b)(i)-(iii) have occurred with respect to the LIBOR Successor Rate then in effect and the Administrative Agent determines that none of the LIBOR Successor Rates is available, then in each case, the Administrative Agent and the Borrower may amend this Agreement solely for the purpose of replacing LIBOR or any then current LIBOR Successor Rate at the end of any Interest Period, relevant interest payment date or payment period for interest calculated, as applicable, in accordance with this Section 3.03, with another alternate benchmark rate giving due consideration to any evolving or then existing convention for similar U.S. dollar denominated syndicated credit facilities for such alternative benchmarks and, in each case, including any Related Adjustments and any other mathematical or other adjustments to such benchmark giving due consideration to any evolving or then existing convention for similar U.S. dollar denominated syndicated credit facilities for such benchmarks, which adjustment or method for calculating such adjustment shall be published on an information service as selected by the Administrative Agent from time to time in its reasonable discretion and may be periodically updated. For the avoidance of doubt, any such proposed rate and adjustments shall constitute a LIBOR Successor Rate. Any such amendment shall become effective at 5:00 p.m. on the fifth Business Day after the Administrative Agent shall have posted such proposed amendment to all Lenders and the Borrower unless, prior to such time, Lenders comprising the Required 2020 Other Term B Lenders have delivered to the Administrative Agent written notice that such Required 2020 Other Term B Lenders object to such amendment.

(d) If, at the end of any Interest Period, relevant interest payment date or payment period for interest calculated, no LIBOR Successor Rate has been determined in accordance with clauses (b) or (c) of this Section 3.03 and the circumstances under clauses (b)(i) or (b)(iii) above exist or the Scheduled Unavailability Date has occurred (as applicable), the Administrative Agent will promptly so notify the Borrower and each Lender. Thereafter, (x) the obligation of the Lenders to make or maintain Eurodollar Rate Loans shall be suspended, (to the extent of the affected Eurodollar Rate Loans, Interest Periods, interest payment dates or payment periods), and (y) the Eurodollar Rate component shall no longer be utilized in determining the Base Rate, until the LIBOR Successor Rate has been determined in accordance with clauses (b) or (c). Upon receipt of such notice, the Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of Eurodollar Rate Loans (to the extent of the affected Eurodollar Rate Loans, Interest Periods, interest payment dates or payment periods) or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans (subject to the foregoing clause (y)) in the amount specified therein.



Sabre Corporation Announces Refinancing of Term A Loans and Redemption of Senior Secured Notes

SOUTHLAKE, Texas, December 17, 2020 — Sabre Corporation (“Sabre”) (Nasdaq: SABR) today announced a refinancing of a portion of its existing indebtedness, including the repayment in full of its Term Loan A credit facility and the satisfaction and discharge of Sabre GBL Inc.’s 5.250% Senior Secured Notes due November 2023 (the “November 2023 Notes”). Sabre incurred no additional indebtedness as a result of the refinancing above the refinanced amount, other than amounts covering certain interest, fees and expenses. The refinancing has meaningfully improved Sabre’s debt maturity profile and preserves its flexibility.

The refinancing included the application of the proceeds of a new \$637 million term loan “B” facility (the “New Facility”), borrowed by its wholly-owned subsidiary Sabre GBL Inc. (“Sabre GBL”) under its existing senior secured credit agreement (the “Credit Agreement”), to pay down in full approximately \$134 million of the existing Term Loan A credit facility incurred prior to December 17, 2020 under the Credit Agreement and to redeem all \$500 million of Sabre GBL’s outstanding November 2023 Notes. The New Facility matures on December 17, 2027 and offers Sabre the ability to prepay the New Facility after 12 months or to prepay at a 101 premium before that date.

The New Facility is guaranteed by Sabre Holdings Corporation and each subsidiary of Sabre GBL that guarantees the Credit Agreement. The New Facility and the guarantees thereof are secured, subject to permitted liens, by a first-priority security interest in the same collateral that secures Sabre GBL’s other senior secured indebtedness, which is substantially all present and hereafter acquired property and assets of Sabre GBL and the guarantors (other than certain excluded assets).

BofA Securities, Inc., Mizuho Bank, Ltd., Wells Fargo Securities, LLC, Deutsche Bank Securities Inc., Citibank N.A., PNC Bank, National Association, Goldman Sachs Bank USA, Morgan Stanley Senior Funding, Inc., MUFG Bank Ltd., JPMorgan Chase Bank, N.A and ING Bank, N.A. acted as joint bookrunners and BofA Securities, Inc. acted as sole lead arranger. Bank of America is the administrative agent and the collateral agent for the Credit Agreement.

About Sabre Corporation

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 \$120 billion of estimated travel spend annually by connecting travel buyers and suppliers. Headquartered in Southlake, Texas, USA, Sabre operates offices in approximately 160 countries around the world.

Forward-Looking Statements

Certain statements herein are forward-looking statements about trends, future events, uncertainties and our plans and expectations of what may happen in the future. Any statements that are not historical or current facts are forward-looking statements. In many cases, you can identify forward-looking statements by terms such as “believe,” “could,” “likely,” “expect,” “plan,” “commit,” “guidance,” “outlook,” “anticipate,” “will,” “incremental,” “preliminary,” “forecast,” “continue,” “strategy,” “confidence,” “momentum,” “estimate,” “objective,” “project,” “may,” “should,” “would,” “intend,” “potential” or the negative of these terms or other comparable terminology. Forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause Sabre’s actual results, performance or achievements to be materially different from any future results, performances or achievements expressed or implied by the forward-looking statements. More information about potential risks and uncertainties that could affect our business and results of operations is included in the “Risk Factors” and “Forward-Looking Statements” sections in our Annual Report on Form 10-K filed with the SEC on February 26, 2020, our Quarterly Report on Form 10-Q filed with the SEC on November 6, 2020 and in our other filings with the SEC. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future events, outlook, guidance, results, actions, levels of activity, performance or achievements. Readers are cautioned not to place undue reliance on these forward-looking statements. Unless required by law, Sabre undertakes no obligation to publicly update or revise any forward-looking statements to reflect circumstances or events after the date they are made.

SABR-F

Contacts:

Media
Kristin Hays
kristin.hays@sabre.com
sabrenews@sabre.com

Investors
Kevin Crissey
kevin.crissey@sabre.com
sabre.investorrelations@sabre.com