

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**FORM 10-Q**

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2019

or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File Number: 001-36422

**Sabre Corporation**  
(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**20-8647322**

(I.R.S. Employer  
Identification No.)

**3150 Sabre Drive  
Southlake, TX 76092**

(Address, including zip code, of principal executive offices)

**(682) 605-1000**

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, \$.01 par value	SABR	The NASDAQ Stock Market LLC

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days: Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the Registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>		Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>		Smaller reporting company	<input type="checkbox"/>
			Emerging growth company	<input type="checkbox"/>

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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of July 26, 2019, 273,676,460 shares of the registrant's common stock, par value \$0.01 per share, were outstanding.

**SABRE CORPORATION**  
**TABLE OF CONTENTS**

**PART I. FINANCIAL INFORMATION**

	<u>Page No.</u>
Item 1.	
<a href="#">Financial Statements:</a>	
<a href="#">Consolidated Statements of Operations for the Three and Six Months Ended June 30, 2019 and 2018</a>	<a href="#">1</a>
<a href="#">Consolidated Statements of Comprehensive Income for the Three and Six Months Ended June 30, 2019 and 2018</a>	<a href="#">2</a>
<a href="#">Consolidated Balance Sheets as of June 30, 2019 and December 31, 2018</a>	<a href="#">3</a>
<a href="#">Consolidated Statements of Cash Flows for the Six Months Ended June 30, 2019 and 2018</a>	<a href="#">4</a>
<a href="#">Notes to Consolidated Financial Statements</a>	<a href="#">5</a>
Item 2.	<a href="#">Management's Discussion and Analysis of Financial Condition and Results of Operations</a>
Item 3.	<a href="#">Quantitative and Qualitative Disclosures About Market Risk</a>
Item 4.	<a href="#">Controls and Procedures</a>

**PART II. OTHER INFORMATION**

Item 1.	<a href="#">Legal Proceedings</a>	<a href="#">40</a>
Item 1A.	<a href="#">Risk Factors</a>	<a href="#">41</a>
Item 2.	<a href="#">Unregistered Sales of Equity Securities and Use of Proceeds</a>	<a href="#">58</a>
Item 6.	<a href="#">Exhibits</a>	<a href="#">58</a>

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

SABRE CORPORATION  
CONSOLIDATED STATEMENTS OF OPERATIONS  
(In thousands, except per share amounts)  
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2019	2018	2019	2018
Revenue	\$ 1,000,006	\$ 984,376	\$ 2,049,367	\$ 1,972,745
Cost of revenue	763,388	721,759	1,550,951	1,414,616
Selling, general and administrative	154,705	123,784	306,096	253,895
Operating income	81,913	138,833	192,320	304,234
Other income (expense):				
Interest expense, net	(39,608)	(39,409)	(77,621)	(77,518)
Loss on extinguishment of debt	—	—	—	(633)
Joint venture equity income	413	951	946	2,122
Other, net	(2,479)	(7,735)	(4,349)	(8,841)
Total other expense, net	(41,674)	(46,193)	(81,024)	(84,870)
Income from continuing operations before income taxes	40,239	92,640	111,296	219,364
Provision for income taxes	12,145	75	23,988	36,350
Income from continuing operations	28,094	92,565	87,308	183,014
Income (loss) from discontinued operations, net of tax	1,350	760	(102)	(447)
Net income	29,444	93,325	87,206	182,567
Net income attributable to noncontrolling interests	1,606	1,079	2,518	2,441
Net income attributable to common stockholders	\$ 27,838	\$ 92,246	\$ 84,688	\$ 180,126
Basic net income (loss) per share attributable to common stockholders:				
Income from continuing operations	\$ 0.10	\$ 0.33	\$ 0.31	\$ 0.66
Income (loss) from discontinued operations	—	—	—	—
Net income per common share	\$ 0.10	\$ 0.33	\$ 0.31	\$ 0.66
Diluted net income (loss) per share attributable to common stockholders:				
Income from continuing operations	\$ 0.10	\$ 0.33	\$ 0.31	\$ 0.65
Income (loss) from discontinued operations	—	—	—	—
Net income per common share	\$ 0.10	\$ 0.33	\$ 0.31	\$ 0.65
Weighted-average common shares outstanding:				
Basic	274,245	275,715	274,911	275,220
Diluted	275,483	277,180	276,596	276,565
Dividends per common share	\$ 0.14	\$ 0.14	\$ 0.28	\$ 0.28

See Notes to Consolidated Financial Statements.

**SABRE CORPORATION**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(In thousands)  
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2019	2018	2019	2018
Net income	\$ 29,444	\$ 93,325	\$ 87,206	\$ 182,567
Other comprehensive income, net of tax:				
Foreign currency translation adjustments ("CTA"), net of tax	1,206	(6,298)	(1,088)	(3,324)
Retirement-related benefit plans:				
Amortization of prior service credits, net of tax	(278)	(310)	(556)	(588)
Amortization of actuarial losses, net of tax	1,222	1,397	2,444	2,794
Net change in retirement-related benefit plans, net of tax	944	1,087	1,888	2,206
Derivatives and securities:				
Unrealized (losses) gains, net of taxes of \$2,647, \$1,112, \$4,243 and \$(909)	(9,174)	(5,226)	(14,583)	2,186
Reclassification adjustment for realized gains (losses), net of taxes of \$(86), \$(132), \$(641) and \$220	307	69	2,510	(1,679)
Net change in derivatives and securities, net of tax	(8,867)	(5,157)	(12,073)	507
Share of other comprehensive (loss) income of joint venture	(447)	139	(419)	269
Other comprehensive loss	(7,164)	(10,229)	(11,692)	(342)
Comprehensive income	22,280	83,096	75,514	182,225
Less: Comprehensive income attributable to noncontrolling interests	(1,606)	(1,079)	(2,518)	(2,441)
Comprehensive income attributable to Sabre Corporation	\$ 20,674	\$ 82,017	\$ 72,996	\$ 179,784

See Notes to Consolidated Financial Statements.

**SABRE CORPORATION**  
**CONSOLIDATED BALANCE SHEETS**  
(In thousands)  
(Unaudited)

	June 30, 2019	December 31, 2018
<b>Assets</b>		
Current assets		
Cash and cash equivalents	\$ 396,848	\$ 509,265
Accounts receivable, net	604,403	508,122
Prepaid expenses and other current assets	151,328	170,243
Total current assets	1,152,579	1,187,630
Property and equipment, net of accumulated depreciation of \$1,671,342 and \$1,524,795	708,579	790,372
Investments in joint ventures	27,132	27,769
Goodwill	2,551,736	2,552,369
Acquired customer relationships, net of accumulated amortization of \$722,456 and \$709,824	310,750	323,731
Other intangible assets, net of accumulated amortization of \$654,372 and \$634,995	270,140	289,517
Deferred income taxes	30,869	24,322
Other assets, net	718,286	610,671
Total assets	\$ 5,770,071	\$ 5,806,381
<b>Liabilities and stockholders' equity</b>		
Current liabilities		
Accounts payable	\$ 174,999	\$ 165,227
Accrued compensation and related benefits	86,738	112,866
Accrued subscriber incentives	343,792	301,530
Deferred revenues	124,568	80,902
Other accrued liabilities	236,492	185,178
Current portion of debt	82,661	68,435
Tax Receivable Agreement	71,098	104,257
Total current liabilities	1,120,348	1,018,395
Deferred income taxes	113,649	135,753
Other noncurrent liabilities	317,464	340,495
Long-term debt	3,298,922	3,337,467
Commitments and contingencies (Note 10)		
Stockholders' equity		
Common Stock: \$0.01 par value; 450,000 authorized shares; 294,160 and 291,664 shares issued, 273,632 and 275,352 shares outstanding at June 30, 2019 and December 31, 2018, respectively	2,942	2,917
Additional paid-in capital	2,281,995	2,243,419
Treasury Stock, at cost, 20,528 and 16,312 shares at June 30, 2019 and December 31, 2018, respectively	(467,232)	(377,980)
Retained deficit	(760,753)	(768,566)
Accumulated other comprehensive loss	(144,416)	(132,724)
Noncontrolling interest	7,152	7,205
Total stockholders' equity	919,688	974,271
Total liabilities and stockholders' equity	\$ 5,770,071	\$ 5,806,381

See Notes to Consolidated Financial Statements.

**SABRE CORPORATION**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(In thousands)  
(Unaudited)

	Six Months Ended June 30,	
	2019	2018
<b>Operating Activities</b>		
Net income	\$ 87,206	\$ 182,567
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation and amortization	208,290	204,819
Amortization of upfront incentive consideration	38,974	39,117
Stock-based compensation expense	33,989	26,200
Deferred income taxes	(14,140)	57,538
Allowance for doubtful accounts	13,613	3,152
Amortization of debt issuance costs	1,986	1,995
Dividends received from joint venture investments	1,164	981
Joint venture equity income	(946)	(2,122)
Loss from discontinued operations	102	447
Loss on extinguishment of debt	—	633
Debt modification costs	—	1,558
Other	(803)	1,875
Changes in operating assets and liabilities:		
Accounts and other receivables	(103,861)	(83,162)
Prepaid expenses and other current assets	(4,000)	9,777
Capitalized implementation costs	(15,202)	(21,597)
Upfront incentive consideration	(35,236)	(43,463)
Other assets	(2,162)	(16,867)
Accrued compensation and related benefits	(23,675)	(30,683)
Accounts payable and other accrued liabilities	57,428	(8,597)
Deferred revenue including upfront solution fees	14,934	17,671
Cash provided by operating activities	257,661	341,839
<b>Investing Activities</b>		
Additions to property and equipment	(67,196)	(131,886)
Other investing activities	(8,967)	—
Cash used in investing activities	(76,163)	(131,886)
<b>Financing Activities</b>		
Payments on Tax Receivable Agreement	(101,482)	(58,908)
Repurchase of common stock	(77,636)	(26,281)
Cash dividends paid to common stockholders	(76,875)	(77,053)
Payments on borrowings from lenders	(23,655)	(23,655)
Net (payments) receipts on the settlement of equity-based awards	(7,002)	1,637
Debt issuance and modification costs	—	(1,567)
Other financing activities	(6,325)	(15,698)
Cash used in financing activities	(292,975)	(201,525)
<b>Cash Flows from Discontinued Operations</b>		
Cash used in operating activities	(1,196)	(3,064)
Cash used in discontinued operations	(1,196)	(3,064)
Effect of exchange rate changes on cash and cash equivalents	256	3,258
(Decrease) increase in cash and cash equivalents	(112,417)	8,622
Cash and cash equivalents at beginning of period	509,265	361,381
Cash and cash equivalents at end of period	\$ 396,848	\$ 370,003

See Notes to Consolidated Financial Statements.

**SABRE CORPORATION**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
(In thousands, except share data)

	Stockholders' Equity (Deficit)									
	Common Stock			Additional Paid in Capital	Treasury Stock		Retained Earnings (Deficit)	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interest	Total Stockholders' Equity
	Shares	Amount	Shares		Amount					
<b>Balance at December 31, 2018</b>	291,663,954	\$ 2,917	\$ 2,243,419	16,311,538	\$ (377,980)	\$ (768,566)	\$ (132,724)	\$ 7,205	\$ 974,271	
Comprehensive income	—	—	—	—	—	56,850	(4,528)	894	53,216	
Common stock dividends <sup>(1)</sup>	—	—	—	—	—	(38,594)	—	—	(38,594)	
Repurchase of common stock	—	—	—	1,491,521	(32,146)	—	—	—	(32,146)	
Settlement of stock-based awards	2,245,107	22	3,311	477,357	(10,175)	—	—	—	(6,842)	
Stock-based compensation expense	—	—	15,694	—	—	—	—	—	15,694	
<b>Balance at March 31, 2019</b>	293,909,061	\$ 2,939	\$ 2,262,424	18,280,416	\$ (420,301)	\$ (750,310)	\$ (137,252)	\$ 8,099	\$ 965,599	
Comprehensive income	—	—	—	—	—	27,838	(7,164)	1,606	22,280	
Common stock dividends <sup>(1)</sup>	—	—	—	—	—	(38,281)	—	—	(38,281)	
Repurchase of common stock	—	—	—	2,182,247	(45,490)	—	—	—	(45,490)	
Settlement of stock-based awards	250,503	3	1,276	65,149	(1,441)	—	—	—	(162)	
Stock-based compensation expense	—	—	18,295	—	—	—	—	—	18,295	
Dividends paid to non-controlling interest on subsidiary common stock	—	—	—	—	—	—	—	(2,553)	(2,553)	
<b>Balance at June 30, 2019</b>	294,159,564	\$ 2,942	\$ 2,281,995	20,527,812	\$ (467,232)	\$ (760,753)	\$ (144,416)	\$ 7,152	\$ 919,688	

(1) A quarterly cash dividend of \$0.14 per share on our common stock.

	Stockholders' Equity (Deficit)									
	Common Stock			Additional Paid in Capital	Treasury Stock		Retained Earnings (Deficit)	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interest	Total Stockholders' Equity
	Shares	Amount	Shares		Amount					
<b>Balance at December 31, 2017</b>	289,137,901	\$ 2,891	\$ 2,174,187	14,795,726	\$ (341,846)	\$ (1,053,446)	\$ (88,484)	\$ 5,198	\$ 698,500	
Comprehensive income	—	—	—	—	—	87,880	9,886	1,377	99,143	
Common stock dividends <sup>(1)</sup>	—	—	—	—	—	(38,560)	—	—	(38,560)	
Settlement of stock-based awards	1,774,147	18	3,609	384,599	(8,471)	—	—	—	(4,844)	
Stock-based compensation expense	—	—	12,605	—	—	—	—	—	12,605	
Adoption of New Accounting Standards	—	—	—	—	—	79,153	—	—	79,153	
<b>Balance at March 31, 2018</b>	290,912,048	\$ 2,909	\$ 2,190,401	15,180,325	\$ (350,317)	\$ (924,973)	\$ (78,598)	\$ 6,575	\$ 845,997	
Comprehensive income	—	—	—	—	—	92,245	(32,527)	1,104	60,822	
Common stock dividends <sup>(1)</sup>	—	—	—	—	—	(38,494)	—	—	(38,494)	
Repurchase of common stock	—	—	—	1,075,255	(26,281)	—	—	—	(26,281)	
Settlement of stock-based awards	484,468	5	6,824	16,021	(402)	—	—	—	6,427	
Stock-based compensation expense	—	—	13,595	—	—	—	—	—	13,595	
Dividends paid to non-controlling interest on subsidiary common stock	—	—	—	—	—	—	—	(2,815)	(2,815)	
Adoption of New Accounting Standards	—	—	—	—	—	22,274	—	—	22,274	
<b>Balance at June 30, 2018</b>	291,396,516	\$ 2,914	\$ 2,210,820	16,271,601	\$ (377,000)	\$ (848,948)	\$ (111,125)	\$ 4,864	\$ 881,525	

(1) A quarterly cash dividend of \$0.14 per share on our common stock.

See Notes to Consolidated Financial Statements.

**SABRE CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Unaudited)**

**1. General Information**

Sabre Corporation is a Delaware corporation formed in December 2006. On March 30, 2007, Sabre Corporation acquired Sabre Holdings Corporation ("Sabre Holdings"). Sabre Holdings is the sole subsidiary of Sabre Corporation. Sabre GLOBE Inc. ("Sabre GLOBE") is the principal operating subsidiary and sole direct subsidiary of Sabre Holdings. Sabre GLOBE or its direct or indirect subsidiaries conduct all of our businesses. In these consolidated financial statements, references to "Sabre," the "Company," "we," "our," "ours" and "us" refer to Sabre Corporation and its consolidated subsidiaries unless otherwise stated or the context otherwise requires.

We connect people and places with technology that reimagines the business of travel. We operate our business and present our results through three business segments: (i) Travel Network, our global travel marketplace for travel suppliers and travel buyers, (ii) Airline Solutions, a broad portfolio of software technology products and solutions primarily for airlines, and (iii) Hospitality Solutions, an extensive suite of leading software solutions for hoteliers.

*Basis of Presentation*—The accompanying unaudited consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States ("GAAP") for interim financial information. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, these financial statements contain all adjustments, consisting of normal recurring accruals, necessary to present fairly the financial position, results of operations and cash flows for the periods indicated. Operating results for the three and six months ended June 30, 2019 are not necessarily indicative of results that may be expected for any other interim period or for the year ending December 31, 2019. The accompanying interim financial statements should be read in conjunction with the consolidated financial statements and related notes thereto included in our Annual Report on Form 10-K filed with the SEC on February 15, 2019.

We consolidate all majority-owned subsidiaries and companies over which we exercise control through majority voting rights. No entities are consolidated due to control through operating agreements, financing agreements or as the primary beneficiary of a variable interest entity.

The consolidated financial statements include our accounts after elimination of all significant intercompany balances and transactions. All dollar amounts in the financial statements and the tables in the notes, except per share amounts, are stated in thousands of U.S. dollars unless otherwise indicated. All amounts in the notes reference results from continuing operations unless otherwise indicated.

*Use of Estimates*—The preparation of these interim financial statements in conformity with GAAP requires that certain amounts be recorded based on estimates and assumptions made by management. Actual results could differ from these estimates and assumptions. Our accounting policies that utilize significant estimates and assumptions include: (i) estimation for revenue recognition and multiple performance obligation arrangements, (ii) determination of the fair value of assets and liabilities acquired in a business combination, (iii) the evaluation of the recoverability of the carrying value of long-lived assets and goodwill, (iv) assumptions utilized to test recoverability of capitalized implementation costs, (v) judgments in capitalization of software developed for internal use and (vi) the evaluation of uncertainties surrounding the calculation of our tax assets and liabilities. Our use of estimates and the related accounting policies are discussed in the consolidated financial statements and related notes thereto included in our Annual Report on Form 10-K filed with the SEC on February 15, 2019. Additionally, see Note 2. Revenue from Contracts with Customers for additional information on the use of significant estimates and assumptions in recognizing revenue.

*Stockholders' Equity*—During the six months ended June 30, 2019, we issued 2,495,610 shares of our common stock as a result of the exercise and settlement of employee equity-based awards. In addition, we had \$7 million in payments from the exercise of employee stock-based awards consisting of \$5 million in proceeds from the exercise of employee stock options, net of a \$12 million payment of income tax withholdings associated with the settlement of stock-based awards. We paid quarterly cash dividends on our common stock of \$0.14 per share, totaling \$77 million, during each of the six months ended June 30, 2019 and 2018.

**Share Repurchase Program**—In February 2017, we announced the approval of a multi-year share repurchase program (the "Share Repurchase Program") to purchase up to \$500 million of Sabre's common stock outstanding. Repurchases under the Share Repurchase Program may take place in the open market or privately negotiated transactions. For the six months ended June 30, 2019, we repurchased 3,673,768 shares totaling \$78 million pursuant to the Share Repurchase Program. Approximately \$287 million remains authorized for repurchases under the Share Repurchase Program as of June 30, 2019.

## Adoption of New Accounting Standards

In October 2018, the Financial Accounting Standards Board ("FASB") issued updated guidance that permits use of the Overnight Index Swap ("OIS") rate based on the Secured Overnight Financing Rate ("SOFR") as a U.S. benchmark interest rate for hedge accounting purposes under Topic 815 in addition to the Direct Treasury obligations of the U.S. government, the London Interbank Offered Rate ("LIBOR") swap rate, the OIS rate based on the Fed Funds Effective Rate, and the Securities Industry and Financial Markets Association Municipal Swap Rate. We adopted this standard in the first quarter of 2019, which did not have a material impact on our consolidated financial statements.

In February 2016, the FASB issued updated guidance requiring organizations that lease assets—referred to as "lessees"—to recognize on the balance sheet the assets and liabilities for the rights and obligations created by those leases, when the lease has a term of more than 12 months. The updated standard is effective for public companies for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018. In the first quarter of 2019, we adopted the new standard using the modified retrospective approach and elected the package of practical expedients and the hindsight practical expedient. See Note 9. Leases for more information on the impacts from adoption and ongoing considerations.

## Recent Accounting Pronouncements

In August 2018, the FASB issued updated guidance on customer's accounting for implementation costs incurred in a cloud computing arrangement that is a service contract. Under this updated standard, a customer in a cloud-computing arrangement that is a service contract is required to follow guidance on software developed for internal use to determine which implementation costs to capitalize as assets or expense as incurred. This standard aligns the accounting for implementation costs for hosting arrangements, regardless of whether they convey a license to the hosted software. The standard requires that capitalized implementation costs related to a hosting arrangement that is a service contract be amortized over the term of the hosting arrangement, beginning when the component of the hosting arrangement is ready for its intended use, similar to requirements in guidance on software developed for internal use. In addition, costs incurred during the preliminary project and post-implementation phases are expensed as they are incurred. The updated standard is effective for public companies for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019, with early adoption permitted. We do not expect the adoption of this standard will have a material impact to our consolidated financial statements.

In June 2016, the FASB issued updated guidance for the measurement of credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. Under this updated standard, the current "incurred loss" approach is replaced with an "expected loss" model for instruments measured at amortized cost. For available-for-sale debt securities, allowances for losses will now be required rather than reducing the instruments carrying value. The updated standard is effective for public companies for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019, with early adoption permitted. We are currently evaluating the impact of this standard on our consolidated financial statements.

## 2. Revenue from Contracts with Customers

### Contract Balances

Revenue recognition for a significant portion of our revenue coincides with normal billing terms, including Travel Network's transactional revenues, and Airline Solutions' and Hospitality Solutions' Software-as-a-Service ("SaaS") and hosted revenues. Timing differences among revenue recognition, unconditional rights to bill, and receipt of contract consideration may result in contract assets or contract liabilities.

The following table presents our assets and liabilities with customers as of June 30, 2019 and December 31, 2018 (in thousands):

Account	Consolidated Balance Sheet Location	June 30, 2019	December 31, 2018
Contract assets and customer advances and discounts <sup>(1)</sup>	Prepaid expenses and other current assets / other assets, net	\$ 115,643	\$ 79,268
Trade and unbilled receivables, net	Accounts receivable, net	596,597	501,467
Long-term trade unbilled receivables, net	Other assets, net	54,169	50,467
Contract liabilities	Deferred revenues / other noncurrent liabilities	197,331	165,858

(1) Includes contract assets of \$7 million and \$4 million at June 30, 2019 and December 31, 2018, respectively.

During the six months ended June 30, 2019, we recognized revenue of approximately \$35 million from contract liabilities that existed as of January 1, 2019. Our long-term trade unbilled receivables, net relate to license fees billed ratably over the contractual period and recognized when the customer gains control of the software. We evaluate collectability of our accounts receivable based on a combination of factors and record reserves as reflected in Note 1. Summary of Business and Significant Accounting Policies in our consolidated financial statements in our Annual Report on Form 10-K filed with the SEC on February 15, 2019.

## Revenue

The following table presents our revenues disaggregated by business (in thousands):

	Three Months Ended		Six Months Ended	
	June 30, 2019	June 30, 2018	June 30, 2019	June 30, 2018
Air	\$ 584,424	\$ 587,386	\$ 1,224,902	\$ 1,180,631
Lodging, Ground and Sea	96,969	91,914	187,256	176,031
Other	43,239	40,385	86,442	84,159
<b>Total Travel Network</b>	<b>724,632</b>	<b>719,685</b>	<b>1,498,600</b>	<b>1,440,821</b>
SabreSonic Passenger Reservation System	126,236	130,156	253,464	250,178
Commercial and Operations Solutions	84,230	73,466	167,788	158,560
Other	1,367	1,200	3,508	2,687
<b>Total Airline Solutions</b>	<b>211,833</b>	<b>204,822</b>	<b>424,760</b>	<b>411,425</b>
SynXis Software and Services	64,798	59,945	129,012	120,215
Other	9,078	8,369	17,695	16,227
<b>Total Hospitality Solutions</b>	<b>73,876</b>	<b>68,314</b>	<b>146,707</b>	<b>136,442</b>
<b>Eliminations</b>	<b>(10,335)</b>	<b>(8,445)</b>	<b>(20,700)</b>	<b>(15,943)</b>
<b>Total Sabre Revenue</b>	<b>\$ 1,000,006</b>	<b>\$ 984,376</b>	<b>\$ 2,049,367</b>	<b>\$ 1,972,745</b>

We may occasionally recognize revenue in the current period for performance obligations partially or fully satisfied in the previous periods resulting from changes in estimates for the transaction price, including any changes to our assessment of whether an estimate of variable consideration is constrained. For the six months ended June 30, 2019, the impact on revenue recognized in the current period, from performance obligations partially or fully satisfied in the previous period, is immaterial.

We recognize revenue under long-term contracts that primarily includes variable consideration based on transactions processed. A majority of our consolidated revenue is recognized as a stand-ready performance obligation with the amount recognized based on the invoiced amounts for services performed, known as right to invoice revenue recognition. Certain of our contracts, primarily in the Airlines Solutions business, contain minimum transaction volumes, which in many instances are not considered substantive as the customer is expected to exceed the minimum in the contract. Unearned performance obligations primarily consist of deferred revenue for fixed implementation fees and future product implementations, which are included in deferred revenue and other noncurrent liabilities in our consolidated balance sheet. We have not disclosed the performance obligation related to contracts containing minimum transaction volume, as it represents a subset of our business, and therefore would not be meaningful in understanding the total future revenues expected to be earned from our long term contracts.

## 3. Income Taxes

Our effective tax rates for the six months ended June 30, 2019 and 2018 were 22% and 17%, respectively. The increase in the effective tax rate for the six months ended June 30, 2019 as compared to the same period in 2018 was primarily due to a deferred tax benefit recognized in the second quarter of 2018 and the unfavorable impact of our geographic mix of taxable income, offset by an increase in net favorable U.S. tax permanent differences. The deferred tax benefit recognized in the second quarter of 2018 was recorded as a result of our decision to elect to utilize our net operating loss carryforwards ("NOLs") to offset the impacts of the transition tax imposed by U.S. tax reform. The difference between our effective tax rates and the U.S. federal statutory income tax rate primarily results from our geographic mix of taxable income in various tax jurisdictions, tax permanent differences, and tax credits.

We recognize liabilities when we believe that an uncertain tax position may not be fully sustained upon examination by the tax authorities. This evaluation requires significant judgment, the use of estimates, and the interpretation and application of complex tax laws. When facts and circumstances change, we reassess these probabilities and record any changes in the consolidated financial statements as appropriate. In the three and six months ended June 30, 2019, we recognized tax benefits of \$14 million and \$15 million, respectively, associated with the net reversal of income tax reserves across our jurisdictions. Our net unrecognized tax benefits, excluding interest and penalties, included in our consolidated balance sheets, were \$51 million and \$69 million as of June 30, 2019 and December 31, 2018, respectively.

### Tax Receivable Agreement

Immediately prior to the closing of our initial public offering in April 2014, we entered into the Tax Receivable Agreement (the "TRA"), which provides the right to receive future payments from us to stockholders and equity award holders that were our stockholders and equity award holders, respectively, immediately prior to the closing of our initial public offering (collectively, the "Pre-IPO Existing Stockholders"). The future payments will equal 85% of the amount of cash savings, if any, in U.S. federal income tax that we and our subsidiaries realize as a result of the utilization of certain tax assets attributable to periods prior to our initial public offering, including NOLs, capital losses and the ability to realize tax amortization of certain intangible assets (collectively, the "Pre-IPO Tax Assets"). Consequently, stockholders who are not Pre-IPO Existing Stockholders will only be entitled to the economic benefit of the Pre-IPO Tax Assets to the extent of our continuing 15% interest in those assets. These payment obligations are our obligations and not obligations of any of our subsidiaries. The actual utilization of the Pre-IPO Tax Assets, as well as the timing of any payments under the TRA, will vary depending upon a number of factors, including the amount, character and timing of our and our subsidiaries' taxable income in the future.

As of June 30, 2019 and December 31, 2018, the current portion of our TRA liability totaled \$71 million and \$104 million, respectively. As of June 30, 2019 and December 31, 2018, \$1 million and \$73 million, respectively, are included in other noncurrent liabilities in our consolidated balance sheets. We expect a majority of the future payments under the TRA to be made by January 2020. No payments occurred in years 2014 to 2016. We made payments of \$105 million and \$60 million in 2019 and 2018, respectively, which included accrued interest of approximately \$3 million and \$1 million in the same respective periods. Payments under the TRA are not conditioned upon the parties' continuing ownership of the company. Changes in the utility of the Pre-IPO Tax Assets will impact the amount of the liability recorded in respect of the TRA. Changes in the utility of these Pre-IPO Tax Assets are recorded in income tax expense and any changes in the obligation under the TRA are recorded in other expense.

### 4. Debt

As of June 30, 2019 and December 31, 2018, our outstanding debt included in our consolidated balance sheets totaled \$3,382 million and \$3,406 million, respectively, which are net of debt issuance costs of \$16 million and \$18 million, respectively, and unamortized discounts of \$7 million for each period represented. The following table sets forth the face values of our outstanding debt as of June 30, 2019 and December 31, 2018 (in thousands):

	Rate	Maturity	June 30, 2019	December 31, 2018
Senior secured credit facilities:				
Term Loan A	L + 2.00%	July 2022	\$ 513,000	\$ 527,250
Term Loan B	L + 2.00%	February 2024	1,852,832	1,862,237
Revolver, \$400 million	L + 2.00%	July 2022	—	—
5.375% senior secured notes due 2023	5.375%	April 2023	530,000	530,000
5.25% senior secured notes due 2023	5.25%	November 2023	500,000	500,000
Finance lease obligations			8,922	12,368
Face value of total debt outstanding			3,404,754	3,431,855
Less current portion of debt outstanding			(82,661)	(68,435)
Face value of long-term debt outstanding			<u>\$ 3,322,093</u>	<u>\$ 3,363,420</u>

#### Senior Secured Credit Facilities

In February 2013, Sabre GBLB entered into the Amended and Restated Credit Agreement. The agreement replaced (i) the existing term loans with new classes of term loans of \$1,775 million (the "2013 Term Loan B") and \$425 million (the "2013 Term Loan C") and (ii) the existing revolving credit facility with a new revolving credit facility of \$352 million (the "2013 Revolver"). In September 2013, Sabre GBLB entered into an agreement to amend the Amended and Restated Credit Agreement to add a new class of term loans in the amount of \$350 million (the "2013 Incremental Term Loan Facility").

In July 2016, Sabre GBLB entered into a series of amendments (the "Credit Agreement Amendments") to our Amended and Restated Credit Agreement to provide for an incremental term loan under a new class with an aggregate principal amount of \$600 million (the "2016 Term Loan A") and to replace the 2013 Revolver with a new revolving credit facility totaling \$400 million (the "2016 Revolver"). The proceeds of \$597 million, net of \$3 million discount, from the 2016 Term Loan A, were used to repay \$350 million of outstanding principal on our 2013 Term Loan B and 2013 Incremental Term Loan Facility, on a pro rata basis, repay the \$120 million then-outstanding balance on the 2016 Revolver, and pay \$11 million in associated financing fees.

On February 22, 2017, Sabre GLBL entered into a Third Incremental Term Facility Amendment to our Amended and Restated Credit Agreement (the "2017 Term Facility Amendment"). The new agreement replaced the 2013 Term Loan B, 2013 Incremental Term Loan Facility and 2013 Term Loan C with a single class of term loan (the "2017 Term Loan B") with an aggregate principal amount of \$1,900 million maturing on February 22, 2024. The proceeds of \$1,898 million, net of \$2 million discount on the 2017 Term Loan B, were used to pay off approximately \$1,761 million of all existing classes of outstanding term loans (other than the 2016 Term Loan A), pay related accrued interest and pay \$12 million in associated financing fees, which were recorded as debt modification costs in Other, net in the consolidated statement of operations during the three months ended March 31, 2017. The remaining proceeds of the 2017 Term Loan B were used to pay off approximately \$80 million of Sabre's outstanding mortgage on its corporate headquarters on March 31, 2017, and for other general corporate purposes. Unamortized debt issuance costs and discount related to existing classes of outstanding term loans prior to the 2017 Term Facility Amendment of \$9 million and \$3 million, respectively, will continue to be amortized over the remaining term of the 2017 Term Loan B along with the Term Loan B discount of \$2 million. See Note 5. Derivatives for information regarding the discontinuation of hedge accounting related to our existing interest rate swaps as a result of the 2017 Term Facility Amendment.

On August 23, 2017, Sabre GLBL entered into a Fourth Incremental Term Facility Amendment to our Amended and Restated Credit Agreement, Term Loan A Refinancing Amendment to the Credit Agreement, and Second Revolving Facility Refinancing Amendment to the Credit Agreement to refinance and modify the terms of the 2017 Term Loan B, the 2016 Term Loan A, and the 2016 Revolver, resulting in a reduction of the applicable margins for each of these instruments and approximately a one-year extension of the maturity of the 2016 Term Loan A and 2016 Revolver (the "2017 Refinancing"). We incurred no additional indebtedness as a result of the 2017 Refinancing. The 2017 Refinancing included a \$400 million revolving credit facility ("Revolver") that replaced the 2016 Revolver, as well as the application of the proceeds of the approximately \$1,891 million incremental Term Loan B facility ("Term Loan B") and \$570 million Term Loan A facility ("Term Loan A") to replace the 2017 Term Loan B and the 2016 Term Loan A. The maturity of the Revolver and the Term Loan A was extended from July 18, 2021 to July 1, 2022. The applicable margins for the Term Loan B were reduced to 2.25% per annum for Eurocurrency rate loans and 1.25% per annum for base rate loans. The applicable margins for the Term Loan A and the Revolver were reduced to (i) between 2.50% and 1.75% per annum for Eurocurrency rate loans and (ii) between 1.50% and 0.75% per annum for base rate loans, in each case with the applicable margin for any quarter reduced by 25 basis points (up to 75 basis points total) if the Senior Secured First-Lien Net Leverage Ratio (as defined in the Amended and Restated Credit Agreement) is less than 3.75 to 1.0, 3.00 to 1.0, or 2.25 to 1.0, respectively.

On March 2, 2018, Sabre GLBL entered into a Fifth Incremental Term Facility Amendment to our Amended and Restated Credit Agreement to refinance and modify the terms of the Term Loan B, resulting in a reduction of the applicable margins for the Term Loan B to 2.00% per annum for Eurocurrency rate loans and 1.00% per annum for base rate loans. We incurred no additional indebtedness as a result of this transaction and incurred \$2 million in financing fees recorded within Other, net and a \$1 million loss on extinguishment of debt, in our consolidated results of operations during the six months ended June 30, 2018.

Under the Amended and Restated Credit Agreement, the loan parties are subject to certain customary non-financial covenants, including certain restrictions on incurring certain types of indebtedness, creation of liens on certain assets, making of certain investments, and payment of dividends, as well as a maximum leverage ratio. Pursuant to Credit Agreement Amendments, effective July 18, 2016, the maximum leverage ratio has been adjusted to be based on the Total Net Leverage Ratio (as defined in the Amended and Restated Credit Agreement) and we are required, at all times (no longer solely when a threshold amount of revolving loans or letters of credit were outstanding), to maintain a Total Net Leverage Ratio of less than 4.5 to 1.0. As of June 30, 2019, we are in compliance with all covenants under the Amended and Restated Credit Agreement.

We had no balance outstanding under the Revolver as of June 30, 2019 and as of December 31, 2018. We had outstanding letters of credit totaling \$12 million and \$15 million as of June 30, 2019 and December 31, 2018, respectively, which reduced our overall credit capacity under the Revolver.

## 5. Derivatives

*Hedging Objectives*—We are exposed to certain risks relating to ongoing business operations. The primary risks managed by using derivative instruments are foreign currency exchange rate risk and interest rate risk. Forward contracts on various foreign currencies are entered into to manage the foreign currency exchange rate risk on operational expenditures' exposure denominated in foreign currencies. Interest rate swaps are entered into to manage interest rate risk associated with our floating-rate borrowings.

In accordance with authoritative guidance on accounting for derivatives and hedging, we designate foreign currency forward contracts as cash flow hedges on operational exposure and certain interest rate swaps as cash flow hedges of floating-rate borrowings.

*Cash Flow Hedging Strategy*—To protect against the reduction in value of forecasted foreign currency cash flows, we hedge portions of our revenues and expenses denominated in foreign currencies with forward contracts. For example, when the dollar strengthens significantly against the foreign currencies, the decline in present value of future foreign currency expense is offset by losses in the fair value of the forward contracts designated as hedges. Conversely, when the dollar weakens, the increase in the present value of future foreign currency expense is offset by gains in the fair value of the forward contracts.

We enter into interest rate swap agreements to manage interest rate risk exposure. The interest rate swap agreements modify our exposure to interest rate risk by converting floating-rate debt to a fixed rate basis, thus reducing the impact of interest rate changes on future interest expense and net earnings. These agreements involve the receipt of floating rate amounts in exchange for fixed rate interest payments over the life of the agreements without an exchange of the underlying principal amount.

For derivative instruments that are designated and qualify as cash flow hedges, the effective and ineffective portions of the gain or loss on the derivative instruments, and the hedge components excluded from the assessment of effectiveness, are reported as a component of other comprehensive income (loss) (“OCI”). Such items are reclassified into earnings in the same line item associated with the forecasted transaction and in the same period or periods during which the hedged transaction affects earnings. Derivatives not designated as hedging instruments are carried at fair value with changes in fair value reflected in Other, net in the consolidated statement of operations.

**Forward Contracts**—In order to hedge our operational expenditures’ exposure to foreign currency movements, we are a party to certain foreign currency forward contracts that extend until June 2020. We have designated these instruments as cash flow hedges. No hedging ineffectiveness was recorded in earnings relating to the forward contracts during the three and six months ended June 30, 2019 and 2018. As of June 30, 2019, we estimate that \$1 million in gains will be reclassified from OCI to earnings over the next 12 months.

As of June 30, 2019 and December 31, 2018, we had the following unsettled purchased foreign currency forward contracts that were entered into to hedge our operational exposure to foreign currency movements (in thousands, except for average contract rates):

Outstanding Notional Amounts as of June 30, 2019				
Buy Currency	Sell Currency	Foreign Amount	USD Amount	Average Contract Rate
Polish Zloty	US Dollar	242,500	65,077	0.2684
Singapore Dollar	US Dollar	58,900	43,500	0.7385
British Pound Sterling	US Dollar	18,050	23,764	1.3166
Indian Rupee	US Dollar	2,730,000	37,472	0.0139
Australian Dollar	US Dollar	20,100	14,341	0.7135
Swedish Krona	US Dollar	48,300	5,411	0.1120
Brazilian Real	US Dollar	3,800	874	0.2448

Outstanding Notional Amounts as of December 31, 2018				
Buy Currency	Sell Currency	Foreign Amount	USD Amount	Average Contract Rate
Polish Zloty	US Dollar	232,500	64,281	0.2765
Singapore Dollar	US Dollar	59,800	44,504	0.7442
British Pound Sterling	US Dollar	19,600	26,525	1.3533
Indian Rupee	US Dollar	2,880,000	39,956	0.0139
Australian Dollar	US Dollar	23,950	17,674	0.7379
Swedish Krona	US Dollar	48,250	5,678	0.1177
Brazilian Real	US Dollar	14,300	3,753	0.2615

**Interest Rate Swap Contracts**—Interest rate swaps outstanding during the six months ended June 30, 2019 and 2018 are as follows:

Notional Amount	Interest Rate Received	Interest Rate Paid	Effective Date	Maturity Date
<b>Designated as Hedging Instrument</b>				
\$750 million	1 month LIBOR <sup>(2)</sup>	1.65%	December 29, 2017	December 31, 2018
\$1,350 million	1 month LIBOR <sup>(2)</sup>	2.27%	December 31, 2018	December 31, 2019
\$1,200 million	1 month LIBOR <sup>(2)</sup>	2.19%	December 31, 2019	December 31, 2020
\$600 million	1 month LIBOR <sup>(2)</sup>	2.81%	December 31, 2020	December 31, 2021
<b>Not Designated as Hedging Instrument<sup>(1)</sup></b>				
\$750 million	1 month LIBOR <sup>(3)</sup>	2.61%	December 29, 2017	December 31, 2018
\$750 million	1.67%	1 month LIBOR	December 29, 2017	December 31, 2018

(1) Subject to a 1% floor.

(2) Subject to a 0% floor.

(3) As of February 22, 2017.

As a result of the 2017 Term Facility Amendment in the first quarter of 2017, we discontinued hedge accounting for our existing swap agreements as of February 22, 2017. Accumulated losses of \$14 million in other comprehensive income as of the date hedge accounting was discontinued is amortized into interest expense through the maturity date of the respective swap agreements, and interest rate swap payments made are recorded in Other, net in the consolidated statement of operations. Losses reclassified from other comprehensive income to interest expense related to the derivatives that no longer qualified for hedge accounting were \$2 million and \$4 million for the three and six months ended June 30, 2018, respectively, and were fully amortized as of December 31, 2018. We also entered into new interest rate swaps with offsetting terms that are not designated as hedging instruments. Adjustments to the fair value of interest rate swaps not designated as hedging instruments did not have a material impact to our consolidated results of operations for the three and six months ended June 30, 2018. We had no undesignated derivatives as of June 30, 2019.

In connection with the 2017 Term Facility Amendment, we entered into forward starting interest rate swaps effective March 31, 2017 to hedge the interest payments associated with \$750 million of the floating-rate 2017 Term Loan B. The total notional amount outstanding is \$750 million for the years 2018 and 2019. In September 2017, we entered into forward starting interest rate swaps to hedge the interest payments associated with \$750 million of the floating-rate Term Loan B. The total notional outstanding of \$750 million becomes effective December 31, 2019 and extends through the full year 2020. In April 2018, we entered into forward starting interest rate swaps to hedge the interest payments associated with \$600 million, \$300 million and \$450 million of the floating-rate Term Loan B related to years 2019, 2020 and 2021, respectively. In December 2018, we entered into forward starting interest rate swaps to hedge the interest payments associated with \$150 million of the floating-rate Term Loan B for the years 2020 and 2021. We have designated these swaps as cash flow hedges.

The estimated fair values of our derivatives designated as hedging instruments as of June 30, 2019 and December 31, 2018 are as follows (in thousands):

Derivatives Designated as Hedging Instruments	Consolidated Balance Sheet Location	Derivative Assets (Liabilities)	
		Fair Value as of	
		June 30, 2019	December 31, 2018
Foreign exchange contracts	Prepaid expenses and other current assets	\$ 594	\$ —
Foreign exchange contracts	Other accrued liabilities	—	(4,285)
Interest rate swaps	Prepaid expenses and other current assets	—	3,674
Interest rate swaps	Other assets, net	—	295
Interest rate swaps	Other accrued liabilities	(4,752)	—
Interest rate swaps	Other noncurrent liabilities	(11,763)	—
		<u>\$ (15,921)</u>	<u>\$ (316)</u>

The effects of derivative instruments, net of taxes, on OCI for the three and six months ended June 30, 2019 and 2018 are as follows (in thousands):

Derivatives in Cash Flow Hedging Relationships	Amount of (Loss) Gain Recognized in OCI on Derivative, Effective Portion			
	Three Months Ended June 30,		Six Months Ended June 30,	
	2019	2018	2019	2018
Foreign exchange contracts	\$ 565	\$ (8,653)	\$ 311	\$ (6,290)
Interest rate swaps	(9,739)	3,427	(14,894)	8,976
Total	<u>\$ (9,174)</u>	<u>\$ (5,226)</u>	<u>\$ (14,583)</u>	<u>\$ 2,686</u>

Derivatives in Cash Flow Hedging Relationships	Income Statement Location	Amount of Loss (Gain) Reclassified from Accumulated OCI into Income, Effective Portion			
		Three Months Ended June 30,		Six Months Ended June 30,	
		2019	2018	2019	2018
Foreign exchange contracts	Cost of revenue	\$ 844	\$ (1,042)	\$ 3,566	\$ (4,353)
Interest rate swaps	Interest expense, net	(537)	1,086	(1,056)	2,648
Total		<u>\$ 307</u>	<u>\$ 44</u>	<u>\$ 2,510</u>	<u>\$ (1,705)</u>

## 6. Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date in the principal or most advantageous market for that asset or liability. Guidance on fair value measurements and disclosures establishes a valuation hierarchy for disclosure of inputs used in measuring fair value defined as follows:

Level 1-Inputs are unadjusted quoted prices that are available in active markets for identical assets or liabilities.

Level 2-Inputs include quoted prices for similar assets and liabilities in active markets and quoted prices in non-active markets, inputs other than quoted prices that are observable, and inputs that are not directly observable, but are corroborated by observable market data.

Level 3-Inputs that are unobservable and are supported by little or no market activity and reflect the use of significant management judgment.

The classification of a financial asset or liability within the hierarchy is determined based on the least reliable level of input that is significant to the fair value measurement. In determining fair value, we utilize valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible. We also consider the counterparty and our own non-performance risk in our assessment of fair value.

### Assets and Liabilities that are Measured at Fair Value on a Recurring Basis

*Foreign Currency Forward Contracts*—The fair value of the foreign currency forward contracts is estimated based upon pricing models that utilize Level 2 inputs derived from or corroborated by observable market data such as currency spot and forward rates.

*Interest Rate Swaps*—The fair value of our interest rate swaps is estimated using a combined income and market-based valuation methodology based upon Level 2 inputs, including credit ratings and forward interest rate yield curves obtained from independent pricing services reflecting broker market quotes.

The following tables present our assets (liabilities) that are required to be measured at fair value on a recurring basis as of June 30, 2019 and December 31, 2018 (in thousands):

	June 30, 2019	Fair Value at Reporting Date Using		
		Level 1	Level 2	Level 3
<b>Derivatives:</b>				
Foreign currency forward contracts	\$ 594	\$ —	\$ 594	\$ —
Interest rate swap contracts	(16,515)	—	(16,515)	—
<b>Total</b>	<b>\$ (15,921)</b>	<b>\$ —</b>	<b>\$ (15,921)</b>	<b>\$ —</b>

	December 31, 2018	Fair Value at Reporting Date Using		
		Level 1	Level 2	Level 3
<b>Derivatives:</b>				
Foreign currency forward contracts	\$ (4,285)	\$ —	\$ (4,285)	\$ —
Interest rate swap contracts	3,969	—	3,969	—
<b>Total</b>	<b>\$ (316)</b>	<b>\$ —</b>	<b>\$ (316)</b>	<b>\$ —</b>

There were no transfers between Levels 1 and 2 within the fair value hierarchy for the three and six months ended June 30, 2019.

### Other Financial Instruments

The carrying value of our financial instruments including cash and cash equivalents, and accounts receivable approximates their fair values. The fair values of our senior secured notes due 2023 and term loans under our Amended and Restated Credit Agreement are determined based on quoted market prices for a similar liability when traded as an asset in an active market, a Level 2 input.

The following table presents the fair value and carrying value of our senior notes and borrowings under our senior secured credit facilities as of June 30, 2019 and December 31, 2018 (in thousands):

Financial Instrument	Fair Value at		Carrying Value at <sup>(1)</sup>	
	June 30, 2019	December 31, 2018	June 30, 2019	December 31, 2018
Term Loan A	\$ 510,435	\$ 520,000	\$ 511,541	\$ 525,514
Term Loan B	1,850,516	1,798,233	1,847,611	1,856,496
Revolver, \$400 million	—	—	—	—
5.375% Senior secured notes due 2023	543,780	529,799	530,000	530,000
5.25% Senior secured notes due 2023	515,320	495,248	500,000	500,000

<sup>(1)</sup> Excludes net unamortized debt issuance costs.

## 7. Accumulated Other Comprehensive Income (Loss)

As of June 30, 2019 and December 31, 2018, the components of accumulated other comprehensive income (loss), net of related deferred income taxes, are as follows (in thousands):

	June 30, 2019	December 31, 2018
Defined benefit pension and other post retirement benefit plans	\$ (137,541)	\$ (139,430)
Unrealized foreign currency translation gain	5,694	7,201
Unrealized loss on foreign currency forward contracts and interest rate swaps	(12,569)	(495)
Total accumulated other comprehensive loss, net of tax	\$ (144,416)	\$ (132,724)

The amortization of actuarial losses and periodic service credits associated with our retirement-related benefit plans is primarily included in other, net in the consolidated statements of operations.

See Note 5. Derivatives, for information on the income statement line items affected as the result of reclassification adjustments associated with derivatives.

## 8. Earnings Per Share

The following table reconciles the numerators and denominators used in the computations of basic and diluted earnings per share from continuing operations (in thousands, except per share data):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2019	2018	2019	2018
<b>Numerator:</b>				
Income from continuing operations	\$ 28,094	\$ 92,565	\$ 87,308	\$ 183,014
Less: Net income attributable to noncontrolling interests	1,606	1,079	2,518	2,441
Net income from continuing operations available to common stockholders, basic and diluted	\$ 26,488	\$ 91,486	\$ 84,790	\$ 180,573
<b>Denominator:</b>				
Basic weighted-average common shares outstanding	274,245	275,715	274,911	275,220
Add: Dilutive effect of stock options and restricted stock awards	1,238	1,465	1,685	1,345
Diluted weighted-average common shares outstanding	275,483	277,180	276,596	276,565
<b>Earnings per share from continuing operations:</b>				
Basic	\$ 0.10	\$ 0.33	\$ 0.31	\$ 0.66
Diluted	\$ 0.10	\$ 0.33	\$ 0.31	\$ 0.65

Basic earnings per share are based on the weighted-average number of common shares outstanding during each period. Diluted earnings per share are based on the weighted-average number of common shares outstanding plus the effect of all dilutive common stock equivalents during each period. The calculation of diluted weighted-average shares excludes the impact of 2 million and 1 million of anti-dilutive common stock equivalents for each of the three and six months ended June 30, 2019, respectively, and 4 million of anti-dilutive common stock equivalents for each of the three and six months ended June 30, 2018.

## 9. Leases

In the first quarter of 2019, we adopted ASC 842, Leases, which replaced the previous accounting standard, ASC 840. The new lease standard is a right-of-use model, requiring most lessee agreements to be recorded on the balance sheet. The intent of the standard is to provide greater transparency about lessee obligations and activities. The primary impact to our financial statements is that most operating leases are recorded on our consolidated balance sheet and enhanced disclosures are required for both operating and finance leases. As permitted by ASC 842, our accounting policy is to evaluate lessee agreements with a minimum term greater than one year for recording on the balance sheet.

We adopted the standard using the modified retrospective approach, as of January 1, 2019. Prior year's financial results were not restated. On the adoption date, we recorded a right-of-use asset for \$72 million in other assets, net, with a corresponding offset to other accrued liabilities and other noncurrent liabilities for \$25 million and \$47 million, respectively. There was no impact to retained deficit from adoption of the new standard.

The following table presents the components of lease expense (in thousands):

	Three Months Ended June 30, 2019	Six Months Ended June 30, 2019
Operating lease cost	\$ 6,546	\$ 12,887
Finance lease cost:		
Amortization of right-of-use assets	\$ 1,785	\$ 3,571
Interest on lease liabilities	122	265
Total finance lease cost	\$ 1,907	\$ 3,836

The following table presents supplemental cash flow information related to leases (in thousands):

	Six Months Ended June 30, 2019
<b>Supplemental Cash Flow Information</b>	
Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows used in operating leases	\$ 13,184
Operating cash flows used in finance leases	265
Financing cash flows used in finance leases	3,446
Right-of-use assets obtained in exchange for lease obligations:	
Operating leases	15,232
Finance leases	—

The following table presents supplemental balance sheet information related to leases (in thousands):

	June 30, 2019	
<b>Operating Leases</b>		
Operating lease right-of-use assets	\$	69,130
Other accrued liabilities		25,365
Other noncurrent liabilities		50,125
<b>Total operating lease liabilities</b>	<b>\$</b>	<b>75,490</b>
<b>Finance Leases</b>		
Property and equipment	\$	34,952
Accumulated depreciation		(23,693)
Property and equipment, net	\$	11,259
Other accrued liabilities	\$	6,851
Other noncurrent liabilities		2,071
<b>Total finance lease liabilities</b>	<b>\$</b>	<b>8,922</b>

The following table presents other supplemental information related to leases:

	June 30, 2019	
<b>Weighted Average Remaining Lease Term (in years)</b>		
Operating leases		4.8
Finance leases		1.1
<b>Weighted Average Discount Rate</b>		
Operating leases		5.2%
Finance leases		4.7%

Our leases have remaining minimum terms that range between one and nine years. Some of our leases include options to extend for up to five additional years; others include options to terminate the agreement within three years. Future minimum lease payments under non-cancellable leases as of June 30, 2019 are as follows (in thousands):

Year Ending December 31,	Operating Leases		Finance Leases	
2019	\$	13,951	\$	3,617
2020		21,042		5,610
2021		15,238		—
2022		10,957		—
2023		7,915		—
Thereafter		17,528		—
<b>Total</b>		<b>86,631</b>		<b>9,227</b>
Imputed Interest		(11,141)		(305)
<b>Total</b>	<b>\$</b>	<b>75,490</b>	<b>\$</b>	<b>8,922</b>

## 10. Contingencies

### Legal Proceedings

While certain legal proceedings and related indemnification obligations to which we are a party specify the amounts claimed, these claims may not represent reasonably possible losses. Given the inherent uncertainties of litigation, the ultimate outcome of these matters cannot be predicted at this time, nor can the amount of possible loss or range of loss, if any, be reasonably estimated, except in circumstances where an aggregate litigation accrual has been recorded for probable and reasonably estimable loss contingencies. A determination of the amount of accrual required, if any, for these contingencies is made after careful analysis of each matter. The required accrual may change in the future due to new information or developments in each matter or changes in approach such as a change in settlement strategy in dealing with these matters.

### *Antitrust Litigation and Investigations*

#### *US Airways Antitrust Litigation*

In April 2011, US Airways filed suit against us in federal court in the Southern District of New York, alleging violations of the Sherman Act Section 1 (anticompetitive agreements) and Section 2 (monopolization). The complaint was filed fewer than two months after we entered into a new distribution agreement with US Airways. In September 2011, the court dismissed all claims relating to Section 2. The claims that were not dismissed are claims brought under Section 1 of the Sherman Act, relating to our contracts with US Airways, which US Airways claims contain anticompetitive provisions, and an alleged conspiracy with the other GDSs, allegedly to maintain the industry structure and not to compete for content. We strongly deny all of the allegations made by US Airways.

Sabre filed summary judgment motions in April 2014. In January 2015, the court issued an order granting Sabre's summary judgment motions in part, eliminating a majority of US Airways' alleged damages and rejecting its request for injunctive relief by which US Airways sought to bar Sabre from enforcing certain provisions in our contracts. In September 2015, the court also dismissed US Airways' claim for declaratory relief. In February 2017, US Airways sought reconsideration of the court's opinion dismissing the claim for declaratory relief, which the court denied in March 2017.

The trial on the remaining claims commenced in October 2016. In December 2016, the jury issued a verdict in favor of US Airways with respect to its claim under Section 1 of the Sherman Act regarding Sabre's contract with US Airways and awarded it \$5 million in single damages. The jury rejected US Airways' claim alleging a conspiracy with the other GDSs. We continue to believe that our business practices and contract terms are lawful. In January 2017, we filed a motion seeking judgment as a matter of law in favor of Sabre on the one claim on which the jury found for US Airways, which the court denied in March 2017.

Based on the jury's verdict, in March 2017 the court entered final judgment in favor of US Airways in the amount of \$15 million, which is three times the jury's award of \$5 million as required by the Sherman Act.

In April 2017, we filed an appeal with the United States Court of Appeals for the Second Circuit seeking a reversal of the judgment. US Airways also filed a counter-appeal challenging earlier court orders, including the above-referenced orders dismissing and/or issuing summary judgment as to portions of its claims and damages. In connection with this appeal, we posted an appellate bond equal to the aggregate amount of the \$15 million judgment entered plus interest, which stayed the judgment pending the appeal. The Second Circuit heard oral arguments on this matter in December 2018.

As a result of the jury's verdict, US Airways is also entitled to receive reasonable attorneys' fees and costs under the Sherman Act. As such, it filed a motion seeking approximately \$125 million in attorneys' fees and costs, the amount of which we strongly dispute. In January 2018, the court denied US Airways' motion seeking attorneys' fees and costs, based on the fact that the appeal of the underlying judgment remains pending, as discussed above. The court's denial of the motion was without prejudice, and US Airways may refile the motion if it prevails on the appeal.

In the fourth quarter of 2016, we accrued a loss of \$32 million, which represents the court's final judgment of \$15 million, plus our estimate of \$17 million for US Airways' reasonable attorneys' fees, expenses and costs. We are unable to estimate the exact amount of the loss associated with the verdict, but we estimate that there is a range of outcomes between \$32 million and \$65 million, inclusive of the trebled damage award of approximately \$15 million. No amount within the range is considered a better estimate than any other amount within the range and therefore, the minimum within the range was recorded in selling, general and administrative expense during 2016. As noted above, the amount of attorneys' fees and costs to be awarded is subject to conclusion of the appellate process and, if US Airways ultimately prevails on the appeal, final decision by the trial court, which may itself be appealed. The ultimate resolution of this matter may be greater or less than the amount recorded and, if greater, could adversely affect our results of operations. We have and will incur significant fees, costs and expenses for as long as the lawsuit, including any appeal, is ongoing. In addition, litigation by its nature is highly uncertain and fraught with risk, and it is therefore difficult to predict the outcome of any particular matter, including any appeal or changes to our business that may be required as a result of the litigation. Depending on the outcome of the litigation, any of these consequences could have a material adverse effect on our business, financial condition and results of operations.

### *Lawsuit on Antitrust Claims*

In July 2015, a putative class action lawsuit was filed against us and two other GDSs, in the United States District Court for the Southern District of New York. The plaintiffs, who are asserting claims on behalf of a putative class of consumers in various states, are generally alleging that the GDSs conspired to negotiate for full content from the airlines, resulting in higher ticket prices for consumers, in violation of various federal and state laws. The plaintiffs sought an unspecified amount of damages in connection with their state law claims, and they requested injunctive relief in connection with their federal claim. In July 2016, the court granted, in part, our motion to dismiss the lawsuit, finding that plaintiffs' state law claims are preempted by federal law, thereby precluding their claims for damages. The court declined to dismiss plaintiffs' claim seeking an injunction under federal antitrust law. The plaintiffs may appeal the court's dismissal of their state law claims upon a final judgment. In August 2018, the plaintiffs sought leave from the court to withdraw their motion for class certification. In October 2018, the court denied the plaintiffs' motion for class certification with prejudice. The case is now proceeding on an individual basis only. We believe that the losses associated with this case are neither probable nor estimable and therefore have not accrued any losses as of June 30, 2019. We may incur significant fees, costs and expenses for as long as this litigation is ongoing. We intend to vigorously defend against the remaining claims.

### *European Commission's Directorate-General for Competition ("EC") Investigation*

On November 23, 2018, the EC announced that it has opened an investigation of us and another GDS to assess whether our respective agreements with airlines and travel agents may restrict competition in breach of European Union antitrust rules. We are fully cooperating with the EC's investigation and are unable to make any prediction regarding its outcome at this time. There is no legal deadline for the EC to bring an antitrust investigation to an end, and the duration of the investigation is uncertain. Depending on the findings of the EC, the outcome of the investigation could have a material adverse effect on our business, financial condition and results of operations. We may incur significant fees, costs and expenses for as long as this investigation is ongoing. We intend to vigorously defend against any allegations of anticompetitive activity by the EC.

### *Department of Justice Investigation*

On May 19, 2011, we received a civil investigative demand ("CID") from the U.S. Department of Justice ("DOJ") investigating alleged anticompetitive acts related to the airline distribution component of our business. We are fully cooperating with the DOJ investigation and are unable to make any prediction regarding its outcome. The DOJ is also investigating other companies that own GDSs, and has sent CIDs to other companies in the travel industry. Based on its findings in the investigation, the DOJ may (i) close the file, (ii) seek a consent decree to remedy issues it believes violate the antitrust laws, or (iii) file suit against us for violating the antitrust laws, seeking injunctive relief. If injunctive relief were granted, depending on its scope, it could affect the manner in which our airline distribution business is operated and potentially force changes to the existing airline distribution business model. Any of these consequences would have a material adverse effect on our business, financial condition and results of operations. We have not received any communications from the DOJ regarding this matter for several years; however, we have not been notified that this matter is closed.

### *Indian Income Tax Litigation*

We are currently a defendant in income tax litigation brought by the Indian Director of Income Tax ("DIT") in the Supreme Court of India. The dispute arose in 1999 when the DIT asserted that we have a permanent establishment within the meaning of the Income Tax Treaty between the United States and the Republic of India and accordingly issued tax assessments for assessment years ending March 1998 and March 1999, and later issued further tax assessments for assessment years ending March 2000 through March 2006. The DIT has continued to issue further tax assessments on a similar basis for subsequent years; however, the tax assessments for assessment years ending March 2007 and later are no longer material. We appealed the tax assessments for assessment years ending March 1998 through March 2006 and the Indian Commissioner of Income Tax Appeals returned a mixed verdict. We filed further appeals with the Income Tax Appellate Tribunal ("ITAT"). The ITAT ruled in our favor on June 19, 2009 and July 10, 2009, stating that no income would be chargeable to tax for assessment years ending March 1998 and March 1999, and from March 2000 through March 2006. The DIT appealed those decisions to the Delhi High Court, which found in our favor on July 19, 2010. The DIT has appealed the decision to the Supreme Court of India. Our case has been listed for hearing with the Supreme Court, and it has not yet been presented. We have appealed the tax assessments for the assessment years ended March 2013 to March 2016 with the ITAT and no trial date has been set for these subsequent years.

In addition, Sabre Asia Pacific Pte Ltd ("SAPPL") is currently a defendant in similar income tax litigation brought by the DIT. The dispute arose when the DIT asserted that SAPPL has a permanent establishment within the meaning of the Income Tax Treaty between Singapore and India and accordingly issued tax assessments for assessment years ending March 2000 through March 2005. SAPPL appealed the tax assessments, and the Indian Commissioner of Income Tax (Appeals) returned a mixed verdict. SAPPL filed further appeals with the ITAT. The ITAT ruled in SAPPL's favor, finding that no income would be chargeable to tax for assessment years ending March 2000 through March 2005. The DIT appealed those decisions to the Delhi High Court. No hearing date has been set. The DIT also assessed taxes on a similar basis for assessment years ending March 2006 through March 2014 and appeals for assessment years ending March 2006 through 2014 are pending before the ITAT.

If the DIT were to fully prevail on every claim against us, including SAPPL, we could be subject to taxes, interest and penalties of approximately \$43 million as of June 30, 2019. We intend to continue to aggressively defend against each of the foregoing claims. Although we do not believe that the outcome of the proceedings will result in a material impact on our business or financial condition, litigation is by its nature uncertain. We do not believe this outcome is more likely than not and therefore have not made any provisions or recorded any liability for the potential resolution of any of these claims.

### ***Indian Service Tax Litigation***

SAPPL's Indian subsidiary is also subject to litigation by the India Director General (Service Tax) ("DGST"), which has assessed the subsidiary for multiple years related to its alleged failure to pay service tax on marketing fees and reimbursements of expenses. Indian courts have returned verdicts favorable to the Indian subsidiary. The DGST has appealed the verdict to the Indian Supreme Court. We do not believe that an adverse outcome is probable and therefore have not made any provisions or recorded any liability for the potential resolution of any of these claims.

### ***Litigation Relating to Routine Proceedings***

We are also engaged from time to time in other routine legal and tax proceedings incidental to our business. We do not believe that any of these routine proceedings will have a material impact on the business or our financial condition.

### ***Other***

#### ***SynXis Central Reservation System***

As previously disclosed, we became aware of an incident involving unauthorized access to payment information contained in a subset of hotel reservations processed through the Sabre Hospitality Solutions SynXis Central Reservation System (the "HS Central Reservation System"). Our investigation was supported by third party experts, including a leading cybersecurity firm. Our investigation determined that an unauthorized party: obtained access to account credentials that permitted access to a subset of hotel reservations processed through the HS Central Reservation System; used the account credentials to view a credit card summary page on the HS Central Reservation System and access payment card information (although we use encryption, this credential had the right to see unencrypted card data); and first obtained access to payment card information and some other reservation information on August 10, 2016. The last access to payment card information was on March 9, 2017. The unauthorized party was able to access information for certain hotel reservations, including cardholder name; payment card number; card expiration date; and, for a subset of reservations, card security code. The unauthorized party was also able, in some cases, to access certain information such as guest name(s), email, phone number, address, and other information if provided to the HS Central Reservation System. Information such as Social Security, passport, or driver's license number was not accessed. The investigation did not uncover forensic evidence that the unauthorized party removed any information from the system, but it is a possibility. We took successful measures to ensure this unauthorized access to the HS Central Reservation System was stopped and is no longer possible. There is no indication that any of our systems beyond the HS Central Reservation System, such as Sabre's Airline Solutions and Travel Network platforms, were affected or accessed by the unauthorized party. We notified law enforcement and the payment card brands, and engaged a payment card industry data ("PCI") forensic investigator to investigate this incident at the payment card brands' request. We have notified customers and other companies that use or interact with, directly or indirectly, the HS Central Reservation System about the incident. We are also cooperating with various governmental authorities that are investigating this incident. Separately, in November 2017, Sabre Hospitality Solutions observed a pattern of activity that, after further investigation, led it to believe that an unauthorized party improperly obtained access to certain hotel user credentials for purposes of accessing the HS Central Reservation System. We deactivated the compromised accounts and notified law enforcement of this activity. We also notified the payment card brands, and at their request, we have engaged a PCI forensic investigator to investigate this incident. We have not found any evidence of a breach of the network security of the HS Central Reservation System, and we believe that the number of affected reservations represents only a fraction of 1% of the bookings in the HS Central Reservation System. Although the costs related to these incidents, including any associated penalties assessed by any governmental authority or payment card brand or indemnification obligations to our customers, as well as any other impacts or remediation related to this incident, may be material, it is not possible at this time to determine whether we will incur, or to reasonably estimate the amount of, any liabilities in connection with them. We maintain insurance that covers certain aspects of cyber risks, and we continue to work with our insurance carriers in these matters.

#### ***Other Tax Matters***

We operate in numerous jurisdictions in which taxing authorities may challenge our position with respect to income- and non-income based taxes. We routinely receive inquiries and may also from time to time receive challenges or assessments from these taxing authorities. With respect to non-income based taxes, we recognize liabilities when we believe it is probable that amounts will be owed to the taxing authorities and such amounts are estimable. For example, in most countries we pay and collect Value Added Tax ("VAT") when procuring goods and services, or providing services, within the normal course of business. VAT receivables are established in jurisdictions where VAT paid exceeds VAT collected and are recoverable through the filing of refund claims. These receivables have inherent audit and collection risks unique to the specific jurisdictions that evaluate our refund claims. As of June 30, 2019, we have approximately \$21 million in VAT receivables for which refund claims have been filed with the Greek government. Although we have paid these amounts and believe we are entitled to a refund, the Greek tax authorities have challenged our position that such amounts are recoverable. In Greece, as in other jurisdictions, we intend to vigorously defend our positions against any claims that are not insignificant, including through litigation when necessary. As of June 30, 2019, we do not believe that an adverse outcome is probable with respect to the claims of the Greek tax authorities or any other jurisdiction; as a result, we have not accrued any material amounts for exposure related to such contingencies or adverse decisions. Nevertheless, we may incur expenses in future periods related to such matters, including litigation costs and possible pre-payment of a portion of any assessed tax amount to defend our position, and if our positions are ultimately rejected, it could have a material impact to our results of operations.

## 11. Segment Information

Our reportable segments are based upon our internal organizational structure; the manner in which our operations are managed; the criteria used by our Chief Executive Officer, who is our Chief Operating Decision Maker ("CODM"), to evaluate segment performance; the availability of separate financial information; and overall materiality considerations.

Our CODM utilizes Adjusted Gross Profit, Adjusted Operating Income and Adjusted EBITDA as the measures of profitability to evaluate performance of our segments and allocate resources. Corporate includes a technology organization that provides development and support activities to our segments. The majority of costs associated with our technology organization are allocated to the segments primarily based on the segments' usage of resources. Benefit expenses, facility costs and depreciation expense on the corporate headquarters building are allocated to the segments based on headcount. Unallocated corporate costs include certain shared expenses such as accounting, finance, human resources, legal, corporate systems, amortization of acquired intangible assets, impairment and related charges, stock-based compensation, restructuring charges, legal reserves and other items not identifiable with one of our segments.

We account for significant intersegment transactions as if the transactions were with third parties, that is, at estimated current market prices. The majority of the intersegment revenues and cost of revenues are fees charged by Travel Network to Hospitality Solutions for airline trips booked through our GDS.

Our CODM does not review total assets by segment as operating evaluations and resource allocation decisions are not made on the basis of total assets by segment.

The performance of our segments is evaluated primarily on Adjusted Gross Profit, Adjusted Operating Income and Adjusted EBITDA which are not recognized terms under GAAP. Our uses of Adjusted Gross Profit, Adjusted Operating Income and Adjusted EBITDA have limitations as analytical tools, and should not be considered in isolation or as a substitute for analysis of our results as reported under GAAP.

We define Adjusted Gross Profit as operating income adjusted for selling, general and administrative expenses, the cost of revenue portion of depreciation and amortization, amortization of upfront incentive compensation and stock-based compensation included in cost of revenue.

We define Adjusted Operating Income as operating income adjusted for joint venture equity income, acquisition-related amortization, acquisition-related costs, litigation (reimbursements) costs, net, and stock-based compensation.

We define Adjusted EBITDA as income from continuing operations adjusted for depreciation and amortization of property and equipment, amortization of capitalized implementation costs, acquisition-related amortization, amortization of upfront incentive consideration, interest expense, net, loss on extinguishment of debt, other, net, acquisition-related costs, litigation costs (reimbursements), net, stock-based compensation and provision for income taxes.

Segment information for the three and six months ended June 30, 2019 and 2018 is as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2019	2018	2019	2018
<b>Revenue</b>				
Travel Network	\$ 724,632	\$ 719,685	\$ 1,498,600	\$ 1,440,821
Airline Solutions	211,833	204,822	424,760	411,425
Hospitality Solutions	73,876	68,314	146,707	136,442
Eliminations	(10,335)	(8,445)	(20,700)	(15,943)
Total revenue	<u>\$ 1,000,006</u>	<u>\$ 984,376</u>	<u>\$ 2,049,367</u>	<u>\$ 1,972,745</u>
<b>Adjusted Gross Profit<sup>(a)</sup></b>				
Travel Network	\$ 252,293	\$ 275,740	\$ 534,973	\$ 573,756
Airline Solutions	85,801	84,260	163,932	174,023
Hospitality Solutions	16,767	18,653	32,477	38,896
Corporate	(4,423)	(4,975)	(7,854)	(8,418)
Total	<u>\$ 350,438</u>	<u>\$ 373,678</u>	<u>\$ 723,528</u>	<u>\$ 778,257</u>
<b>Adjusted Operating Income<sup>(b)</sup></b>				
Travel Network	\$ 159,797	\$ 196,003	\$ 352,969	\$ 407,847
Airline Solutions	22,660	22,813	38,084	53,525
Hospitality Solutions	(5,746)	1,964	(11,463)	4,101
Corporate	(49,758)	(48,794)	(96,875)	(95,891)
Total	<u>\$ 126,953</u>	<u>\$ 171,986</u>	<u>\$ 282,715</u>	<u>\$ 369,582</u>
<b>Adjusted EBITDA<sup>(c)</sup></b>				
Travel Network	\$ 210,364	\$ 244,099	\$ 453,219	\$ 505,686
Airline Solutions	65,945	69,116	124,339	143,535
Hospitality Solutions	7,874	10,954	14,879	22,713
Total segments	284,183	324,169	592,437	671,934
Corporate	(48,548)	(47,167)	(94,453)	(93,594)
Total	<u>\$ 235,635</u>	<u>\$ 277,002</u>	<u>\$ 497,984</u>	<u>\$ 578,340</u>
<b>Depreciation and amortization</b>				
Travel Network	\$ 30,721	\$ 28,435	\$ 61,276	\$ 58,722
Airline Solutions	43,285	46,303	86,255	90,010
Hospitality Solutions	13,620	8,990	26,342	18,612
Total segments	87,626	83,728	173,873	167,344
Corporate	17,221	19,215	34,417	37,475
Total	<u>\$ 104,847</u>	<u>\$ 102,943</u>	<u>\$ 208,290</u>	<u>\$ 204,819</u>
<b>Capital Expenditures</b>				
Travel Network	\$ 4,877	\$ 13,744	\$ 9,863	\$ 28,039
Airline Solutions	11,096	22,825	23,586	47,170
Hospitality Solutions	1,898	8,164	5,394	18,338
Total segments	17,871	44,733	38,843	93,547
Corporate	11,461	22,454	28,353	38,339
Total	<u>\$ 29,332</u>	<u>\$ 67,187</u>	<u>\$ 67,196</u>	<u>\$ 131,886</u>

(a) The following table sets forth the reconciliation of Adjusted Gross Profit to operating income in our statement of operations (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2019	2018	2019	2018
Adjusted Gross Profit	\$ 350,438	\$ 373,678	\$ 723,528	\$ 778,257
Less adjustments:				
Selling, general and administrative	154,705	123,784	306,096	253,895
Cost of revenue adjustments:				
Depreciation and amortization <sup>(1)</sup>	86,593	85,013	171,513	168,939
Amortization of upfront incentive consideration <sup>(2)</sup>	19,846	19,661	38,974	39,117
Stock-based compensation	7,381	6,387	14,625	12,072
Operating income	\$ 81,913	\$ 138,833	\$ 192,320	\$ 304,234

(b) The following table sets forth the reconciliation of Adjusted Operating Income to operating income in our statement of operations (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2019	2018	2019	2018
Adjusted Operating Income	\$ 126,953	\$ 171,986	\$ 282,715	\$ 369,582
Less adjustments:				
Joint venture equity income	413	951	946	2,122
Acquisition-related amortization <sup>(1c)</sup>	16,011	17,588	31,995	35,178
Acquisition-related costs <sup>(5)</sup>	8,935	—	20,641	—
Litigation costs, net <sup>(4)</sup>	1,386	1,020	2,824	1,848
Stock-based compensation	18,295	13,594	33,989	26,200
Operating income	\$ 81,913	\$ 138,833	\$ 192,320	\$ 304,234

(c) The following table sets forth the reconciliation of Adjusted EBITDA to income from continuing operations in our statement of operations (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2019	2018	2019	2018
Adjusted EBITDA	\$ 235,635	\$ 277,002	\$ 497,984	\$ 578,340
Less adjustments:				
Depreciation and amortization of property and equipment <sup>(1a)</sup>	79,209	74,960	154,557	149,423
Amortization of capitalized implementation costs <sup>(1b)</sup>	9,627	10,395	21,738	20,218
Acquisition-related amortization <sup>(1c)</sup>	16,011	17,588	31,995	35,178
Amortization of upfront incentive consideration <sup>(2)</sup>	19,846	19,661	38,974	39,117
Interest expense, net	39,608	39,409	77,621	77,518
Loss on extinguishment of debt	—	—	—	633
Other, net <sup>(3)</sup>	2,479	7,735	4,349	8,841
Acquisition-related costs <sup>(5)</sup>	8,935	—	20,641	—
Litigation costs, net <sup>(4)</sup>	1,386	1,020	2,824	1,848
Stock-based compensation	18,295	13,594	33,989	26,200
Provision for income taxes	12,145	75	23,988	36,350
Income from continuing operations	\$ 28,094	\$ 92,565	\$ 87,308	\$ 183,014

- (1) Depreciation and amortization expenses:
  - a. Depreciation and amortization of property and equipment includes software developed for internal use.
  - b. Amortization of capitalized implementation costs represents amortization of upfront costs to implement new customer contracts under our SaaS and hosted revenue model, as well as amortization of contract acquisition costs.
  - c. Acquisition-related amortization represents amortization of intangible assets resulting from purchase accounting.
- (2) Our Travel Network business at times provides upfront incentive consideration to travel agency subscribers at the inception or modification of a service contract, which are capitalized and amortized to cost of revenue over an average expected life of the service contract, generally over three years to ten years. This consideration is made with the objective of increasing the number of clients or to ensure or improve customer loyalty. These service contract terms are established such that the supplier and other fees generated over the life of the contract will exceed the cost of the incentive consideration provided up front. These service contracts with travel agency subscribers require that the customer commit to achieving certain economic objectives and generally have terms requiring repayment of the upfront incentive consideration if those objectives are not met.
- (3) Other, net primarily includes foreign exchange gains and losses related to the remeasurement of foreign currency denominated balances included in our consolidated balance sheets into the relevant functional currency.
- (4) Litigation costs, net represent charges associated with antitrust litigation. See Note 10. Contingencies.
- (5) Acquisition-related costs represent fees and expenses incurred associated with the 2018 agreement to acquire Farelogix Inc. ("Farelogix").

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

### Forward-Looking Statements

This Quarterly Report on Form 10-Q, including this "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part I, Item 2, contains information that may constitute forward-looking statements. Forward-looking statements relate to expectations, beliefs, projections, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts, such as statements regarding our future financial condition or results of operations, our prospects and strategies for future growth, the development and introduction of new products, and the implementation of our marketing and branding strategies. In many cases, you can identify forward-looking statements by terms such as "expects," "outlook," "believes," "may," "intends," "provisional," "plans," "will," "predicts," "potential," "anticipates," "estimates," "should," or the negative of these terms or other comparable terminology. The forward-looking statements are based on our current expectations and assumptions regarding our business, the economy and other future conditions and are subject to risks, uncertainties and changes in circumstances that may cause events or our actual activities or results to differ significantly from those expressed in any forward-looking statement. Certain of these risks, uncertainties and changes in circumstances are described in the "Risk Factors" section of this Quarterly Report on Form 10-Q and in the "Risk Factors" and "Forward-Looking Statements" sections included in our Annual Report on Form 10-K filed with the SEC on February 15, 2019. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future events, results, actions, levels of activity, performance or achievements. You are cautioned not to place undue reliance on these forward-looking statements. Unless required by law, we undertake no obligation to publicly update or revise any forward-looking statements to reflect circumstances or events after the date they are made.

The following discussion and analysis should be read in conjunction with our consolidated financial statements and related notes contained elsewhere in this Quarterly Report on Form 10-Q and our Annual Report on Form 10-K filed with the SEC on February 15, 2019.

### Overview

We connect people and places with technology that reimagines the business of travel. Effective the first quarter of 2018, we operate through three business segments: (i) Travel Network, our global business-to-business travel marketplace for travel suppliers and travel buyers, (ii) Airline Solutions, a broad portfolio of software technology products and solutions primarily for airlines, and (iii) Hospitality Solutions, an extensive suite of leading software solutions for hoteliers. Collectively, these offerings enable travel suppliers to better serve their customers across the entire travel lifecycle, from route planning to post-trip business intelligence and analytics.

A significant portion of our revenue is generated through transaction-based fees that we charge to our customers. For Travel Network, this fee is in the form of a transaction fee for bookings on our GDS; for Airline Solutions and Hospitality Solutions, this fee is a recurring usage-based fee for the use of our SaaS and hosted systems, as well as upfront fees and professional service fees. Items that are not allocated to our business segments are identified as corporate and primarily include stock-based compensation expense, litigation costs, corporate headcount-related costs and other items that are not identifiable with either one of our segments.

### Recent Developments Affecting our Results of Operations

In 2019, we expect to substantially complete our transition to utilize the agile development methodology. This method is characterized by a more dynamic development process with iterative activities that involve planning, designing, coding and testing. The agile approach results in more frequent and incremental revisions to software and releases with shorter development cycles that may be less likely to meet the criteria for capitalization in accordance with GAAP. In addition, our resources continue to focus on re-platforming efforts to open source and cloud-based solutions. As expected, these continued investments have reduced our capitalization of certain costs, with a corresponding increase in technology operating expenses.

In April 2019, a customer of Travel Network and Airline Solutions, Jet Airways (India) Ltd. ("Jet Airways"), suspended flight operations and is now in insolvency proceedings. Our revenues have been negatively impacted for the six months ended June 30, 2019, which will continue. We expect a near-term impact on our revenue from the effects of the 737 MAX incident on one particular carrier. Finally, for Airline Solutions, certain customers (Pakistan International Airlines Corporation, Bangkok Airways Public Company Limited, and Philippine Airlines, Inc.) previously made decisions in 2018 to transition from our services, which will dilute our growth rates on a year-over-year basis.

### Factors Affecting our Results

A discussion of trends that we believe are the most significant opportunities and challenges currently impacting our business and industry is included in the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Factors Affecting our Results" in our Annual Report on Form 10-K filed with the SEC on February 15, 2019. The discussion also includes management's assessment of the effects these trends have had and are expected to have on our results of continuing operations. The information is not an exhaustive list of all of the factors that could affect our results and should be read in conjunction with the factors referred to in the section entitled "Risk Factors" included in this Quarterly Report on Form 10-Q and in our Annual Report on Form 10-K filed with the SEC on February 15, 2019.

## Components of Revenues and Expenses

### Revenues

Travel Network primarily generates revenues from Direct Billable Bookings processed on our GDS as well as the sale of aggregated bookings data to carriers. Airline Solutions and Hospitality Solutions primarily generate revenue through upfront solution fees and recurring usage-based fees for the use of our software solutions hosted on secure platforms or deployed through our SaaS and through other professional service fees including Digital Experience ("DX"). Certain professional service fees are discrete sales opportunities that may have a high degree of variability from period to period, and we cannot guarantee that we will have such fees in the future consistent with prior periods. Airline Solutions also generates revenue through software licensing and maintenance fees.

### Cost of Revenue

Cost of revenue incurred by Travel Network, Airline Solutions and Hospitality Solutions consists of expenses related to technology operations including hosting, third-party software and expensed research and development labor costs, other salaries and benefits, and allocated overhead such as facilities and other support costs. Cost of revenue for Travel Network also includes incentive consideration expense representing payments or other consideration to travel agencies for reservations made on our GDS which accrue on a monthly basis.

Corporate cost of revenue includes expenses associated with our technology organization such as corporate systems and risk and security. Corporate cost of revenue also includes certain expenses such as stock-based compensation, restructuring charges, legal reserves and other items not identifiable with one of our segments.

Depreciation and amortization included in cost of revenue is associated with property and equipment, amortization of capitalized implementation costs which relates to Airline Solutions and Hospitality Solutions, intangible assets for technology purchased through acquisitions, and software developed for internal use that supports our revenue, businesses and systems. Cost of revenue also includes amortization of upfront incentive consideration representing upfront payments or other consideration provided to travel agencies for reservations made on our GDS which are capitalized and amortized over the expected life of the contract.

### Selling, General and Administrative Expenses

Selling, general and administrative expenses consist of personnel-related expenses, including stock-based compensation, for employees that sell our services to new customers and administratively support the business, information technology and communication costs, professional service fees, certain settlement charges or reimbursements, costs to defend legal disputes, bad debt expense, depreciation and amortization and other overhead costs.

### Intersegment Transactions

We account for significant intersegment transactions as if the transactions were with third parties, that is, at estimated current market prices. Airline Solutions and Hospitality Solutions pay fees to Travel Network for airline trips and hotel stays booked through our GDS.

### Key Metrics

"Direct Billable Bookings" and "Passengers Boarded" are the primary metrics utilized by Travel Network and Airline Solutions, respectively, to measure operating performance. Travel Network generates fees for each Direct Billable Booking which include bookings made through our GDS (e.g., Air, and Lodging, Ground and Sea ("LGS")) and through our joint venture partners in cases where we are paid directly by the travel supplier. Passengers Boarded ("PBs") is the primary metric used by Airline Solutions to recognize SaaS and hosted revenue from recurring usage-based fees. The primary metric utilized by Hospitality Solutions is booking transactions processed through the SynXis Central Reservation System. The following table sets forth these key metrics for the periods indicated (in thousands):

	Three Months Ended June 30,			Six Months Ended June 30,		
	2019	2018	% Change	2019	2018	% Change
<b>Travel Network</b>						
Direct Billable Bookings - Air	124,605	122,864	1.4%	263,166	257,515	2.2%
Direct Billable Bookings - LGS	17,520	17,953	(2.4)%	33,896	34,134	(0.7)%
Total Direct Billable Bookings	142,125	140,817	0.9%	297,062	291,649	1.9%
Airline Solutions Passengers Boarded	180,386	195,699	(7.8)%	366,563	370,342	(1.0)%
Hospitality Solutions Central Reservation System Transactions	28,890	22,555	28.1%	51,914	39,519	31.4%

## Non-GAAP Financial Measures

We have included both financial measures compiled in accordance with GAAP and certain non-GAAP financial measures in this Quarterly Report on Form 10-Q, including Adjusted Gross Profit, Adjusted Operating Income (Loss), Adjusted Net Income from continuing operations ("Adjusted Net Income"), Adjusted EBITDA, Free Cash Flow and ratios based on these financial measures.

We define Adjusted Gross Profit as operating income (loss) adjusted for selling, general and administrative expenses, the cost of revenue portion of depreciation and amortization, amortization of upfront incentive consideration, and stock-based compensation included in cost of revenue.

We define Adjusted Operating Income (Loss) as operating income (loss) adjusted for joint venture equity income, acquisition-related amortization, acquisition-related costs, litigation costs (reimbursements), net and stock-based compensation.

We define Adjusted Net Income as net income attributable to common stockholders adjusted for income (loss) from discontinued operations, net of tax, net income attributable to noncontrolling interests, acquisition-related amortization, loss on extinguishment of debt, other, net, acquisition-related costs, litigation costs (reimbursements), net, stock-based compensation and tax impact of net income adjustments.

We define Adjusted EBITDA as Adjusted Net Income adjusted for depreciation and amortization of property and equipment, amortization of capitalized implementation costs, amortization of upfront incentive consideration, interest expense, net, and the remaining provision for income taxes.

We define Free Cash Flow as cash provided by operating activities less cash used in additions to property and equipment.

We define Adjusted Net Income from continuing operations per share as Adjusted Net Income divided by diluted weighted-average common shares outstanding.

These non-GAAP financial measures are key metrics used by management and our board of directors to monitor our ongoing core operations because historical results have been significantly impacted by events that are unrelated to our core operations as a result of changes to our business and the regulatory environment. We believe that these non-GAAP financial measures are used by investors, analysts and other interested parties as measures of financial performance and to evaluate our ability to service debt obligations, fund capital expenditures and meet working capital requirements. We also believe that Adjusted Gross Profit, Adjusted Operating Income (Loss), Adjusted Net Income and Adjusted EBITDA assist investors in company-to-company and period-to-period comparisons by excluding differences caused by variations in capital structures (affecting interest expense), tax positions and the impact of depreciation and amortization expense. In addition, amounts derived from Adjusted EBITDA are a primary component of certain covenants under our senior secured credit facilities.

Adjusted Gross Profit, Adjusted Operating Income (Loss), Adjusted Net Income, Adjusted EBITDA, Free Cash Flow and ratios based on these financial measures are not recognized terms under GAAP. These non-GAAP financial measures and ratios based on them are unaudited and have important limitations as analytical tools, and should not be viewed in isolation and do not purport to be alternatives to net income as indicators of operating performance or cash flows from operating activities as measures of liquidity. These non-GAAP financial measures and ratios based on them exclude some, but not all, items that affect net income or cash flows from operating activities and these measures may vary among companies. Our use of these measures has limitations as an analytical tool, and you should not consider them in isolation or as substitutes for analysis of our results as reported under GAAP. Some of these limitations are:

- these non-GAAP financial measures exclude certain recurring, non-cash charges such as stock-based compensation expense and amortization of acquired intangible assets;
- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized may have to be replaced in the future, and Adjusted Gross Profit and Adjusted EBITDA do not reflect cash requirements for such replacements;
- Adjusted Operating Income (Loss), Adjusted Net Income and Adjusted EBITDA do not reflect changes in, or cash requirements for, our working capital needs;
- Adjusted EBITDA does not reflect the interest expense or the cash requirements necessary to service interest or principal payments on our indebtedness;
- Adjusted EBITDA does not reflect tax payments that may represent a reduction in cash available to us;
- Free Cash Flow removes the impact of accrual-basis accounting on asset accounts and non-debt liability accounts, and does not reflect the cash requirements necessary to service the principal payments on our indebtedness; and
- other companies, including companies in our industry, may calculate Adjusted Gross Profit, Adjusted Operating Income (Loss), Adjusted Net Income, Adjusted EBITDA or Free Cash Flow differently, which reduces their usefulness as comparative measures.

The following table sets forth the reconciliation of net income (loss) attributable to common stockholders to Adjusted Net Income, Adjusted EBITDA and Adjusted Operating Income (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2019	2018	2019	2018
Net income attributable to common stockholders	\$ 27,838	\$ 92,246	\$ 84,688	\$ 180,126
(Income) loss from discontinued operations, net of tax	(1,350)	(760)	102	447
Net income attributable to noncontrolling interests <sup>(1)</sup>	1,606	1,079	2,518	2,441
Income from continuing operations	28,094	92,565	87,308	183,014
Adjustments:				
Acquisition-related amortization <sup>(2a)</sup>	16,011	17,588	31,995	35,178
Loss on extinguishment of debt	—	—	—	633
Other, net <sup>(4)</sup>	2,479	7,735	4,349	8,841
Acquisition-related costs <sup>(6)</sup>	8,935	—	20,641	—
Litigation costs <sup>(5)</sup>	1,386	1,020	2,824	1,848
Stock-based compensation	18,295	13,594	33,989	26,200
Tax impact of net income adjustments <sup>(7)</sup>	(7,746)	(30,159)	(19,453)	(32,161)
Adjusted Net Income from continuing operations	\$ 67,454	\$ 102,343	\$ 161,653	\$ 223,553
Adjusted Net Income from continuing operations per share	\$ 0.24	\$ 0.37	\$ 0.58	\$ 0.81
Diluted weighted-average common shares outstanding	275,483	277,180	276,596	276,565
Adjusted Net Income from continuing operations	\$ 67,454	\$ 102,343	\$ 161,653	\$ 223,553
Adjustments:				
Depreciation and amortization of property and equipment <sup>(2b)</sup>	79,209	74,960	154,557	149,423
Amortization of capitalized implementation costs <sup>(2c)</sup>	9,627	10,395	21,738	20,218
Amortization of upfront incentive consideration <sup>(3)</sup>	19,846	19,661	38,974	39,117
Interest expense, net	39,608	39,409	77,621	77,518
Remaining provision for income taxes	19,891	30,234	43,441	68,511
Adjusted EBITDA	\$ 235,635	\$ 277,002	\$ 497,984	\$ 578,340
Less:				
Depreciation and amortization <sup>(2)</sup>	104,847	102,943	208,290	204,819
Amortization of upfront incentive consideration <sup>(3)</sup>	19,846	19,661	38,974	39,117
Acquisition-related amortization <sup>(2a)</sup>	(16,011)	(17,588)	(31,995)	(35,178)
Adjusted Operating Income	\$ 126,953	\$ 171,986	\$ 282,715	\$ 369,582

The following tables set forth the reconciliation of operating income (loss) in our statement of operations to Adjusted Gross Profit, Adjusted EBITDA and Adjusted Operating Income (Loss) by business segment (in thousands):

	Three Months Ended June 30, 2019				
	Travel Network	Airline Solutions	Hospitality Solutions	Corporate	Total
Operating income (loss)	\$ 159,384	\$ 22,660	\$ (5,746)	\$ (94,385)	\$ 81,913
Add back:					
Selling, general and administrative	45,482	22,442	10,171	76,610	154,705
Cost of revenue adjustments:					
Depreciation and amortization <sup>(2)</sup>	27,581	40,699	12,342	5,971	86,593
Amortization of upfront incentive consideration <sup>(3)</sup>	19,846	—	—	—	19,846
Stock-based compensation	—	—	—	7,381	7,381
Adjusted Gross Profit	252,293	85,801	16,767	(4,423)	350,438
Selling, general and administrative	(45,482)	(22,442)	(10,171)	(76,610)	(154,705)
Joint venture equity income	413	—	—	—	413
Selling, general and administrative adjustments:					
Depreciation and amortization <sup>(2)</sup>	3,140	2,586	1,278	11,250	18,254
Acquisition-related costs <sup>(6)</sup>	—	—	—	8,935	8,935
Litigation costs <sup>(5)</sup>	—	—	—	1,386	1,386
Stock-based compensation	—	—	—	10,914	10,914
Adjusted EBITDA	210,364	65,945	7,874	(48,548)	235,635
Less:					
Depreciation and amortization <sup>(2)</sup>	30,721	43,285	13,620	17,221	104,847
Amortization of upfront incentive consideration <sup>(3)</sup>	19,846	—	—	—	19,846
Acquisition-related amortization <sup>(2a)</sup>	—	—	—	(16,011)	(16,011)
Adjusted Operating Income (Loss)	\$ 159,797	\$ 22,660	\$ (5,746)	\$ (49,758)	\$ 126,953

	Three Months Ended June 30, 2018				
	Travel Network	Airline Solutions	Hospitality Solutions	Corporate	Total
Operating income (loss)	\$ 195,052	\$ 22,813	\$ 1,964	\$ (80,996)	\$ 138,833
Add back:					
Selling, general and administrative	35,467	18,568	8,043	61,706	123,784
Cost of revenue adjustments:					
Depreciation and amortization <sup>(2)</sup>	25,560	42,879	8,646	7,928	85,013
Amortization of upfront incentive consideration <sup>(3)</sup>	19,661	—	—	—	19,661
Stock-based compensation	—	—	—	6,387	6,387
Adjusted Gross Profit	275,740	84,260	18,653	(4,975)	373,678
Selling, general and administrative	(35,467)	(18,568)	(8,043)	(61,706)	(123,784)
Joint venture equity income	951	—	—	—	951
Selling, general and administrative adjustments:					
Depreciation and amortization <sup>(2)</sup>	2,875	3,424	344	11,287	17,930
Litigation costs <sup>(5)</sup>	—	—	—	1,020	1,020
Stock-based compensation	—	—	—	7,207	7,207
Adjusted EBITDA	244,099	69,116	10,954	(47,167)	277,002
Less:					
Depreciation and amortization <sup>(2)</sup>	28,435	46,303	8,990	19,215	102,943
Amortization of upfront incentive consideration <sup>(3)</sup>	19,661	—	—	—	19,661
Acquisition-related amortization <sup>(2a)</sup>	—	—	—	(17,588)	(17,588)
Adjusted Operating Income (Loss)	\$ 196,003	\$ 22,813	\$ 1,964	\$ (48,794)	\$ 171,986

## Six Months Ended June 30, 2019

	Travel Network	Airline Solutions	Hospitality Solutions	Corporate	Total
Operating income (loss)	\$ 352,023	\$ 38,084	\$ (11,463)	\$ (186,324)	\$ 192,320
Add back:					
Selling, general and administrative	88,942	45,119	20,131	151,904	306,096
Cost of revenue adjustments:					
Depreciation and amortization <sup>(2)</sup>	55,034	80,729	23,809	11,941	171,513
Amortization of upfront incentive consideration <sup>(3)</sup>	38,974	—	—	—	38,974
Stock-based compensation	—	—	—	14,625	14,625
Adjusted Gross Profit	534,973	163,932	32,477	(7,854)	723,528
Selling, general and administrative	(88,942)	(45,119)	(20,131)	(151,904)	(306,096)
Joint venture equity income	946	—	—	—	946
Selling, general and administrative adjustments:					
Depreciation and amortization <sup>(2)</sup>	6,242	5,526	2,533	22,476	36,777
Acquisition-related costs <sup>(6)</sup>	—	—	—	20,641	20,641
Litigation costs <sup>(5)</sup>	—	—	—	2,824	2,824
Stock-based compensation	—	—	—	19,364	19,364
Adjusted EBITDA	453,219	124,339	14,879	(94,453)	497,984
Less:					
Depreciation and amortization <sup>(2)</sup>	61,276	86,255	26,342	34,417	208,290
Amortization of upfront incentive consideration <sup>(3)</sup>	38,974	—	—	—	38,974
Acquisition-related amortization <sup>(2a)</sup>	—	—	—	(31,995)	(31,995)
Adjusted Operating Income (Loss)	\$ 352,969	\$ 38,084	\$ (11,463)	\$ (96,875)	\$ 282,715

## Six Months Ended June 30, 2018

	Travel Network	Airline Solutions	Hospitality Solutions	Corporate	Total
Operating income (loss)	\$ 405,725	\$ 53,525	\$ 4,101	\$ (159,117)	\$ 304,234
Add back:					
Selling, general and administrative	75,972	36,784	17,459	123,680	253,895
Cost of revenue adjustments:					
Depreciation and amortization <sup>(2)</sup>	52,942	83,714	17,336	14,947	168,939
Amortization of upfront incentive consideration <sup>(3)</sup>	39,117	—	—	—	39,117
Stock-based compensation	—	—	—	12,072	12,072
Adjusted Gross Profit	573,756	174,023	38,896	(8,418)	778,257
Selling, general and administrative	(75,972)	(36,784)	(17,459)	(123,680)	(253,895)
Joint venture equity income	2,122	—	—	—	2,122
Selling, general and administrative adjustments:					
Depreciation and amortization <sup>(2)</sup>	5,780	6,296	1,276	22,528	35,880
Litigation costs <sup>(5)</sup>	—	—	—	1,848	1,848
Stock-based compensation	—	—	—	14,128	14,128
Adjusted EBITDA	505,686	143,535	22,713	(93,594)	578,340
Less:					
Depreciation and amortization <sup>(2)</sup>	58,722	90,010	18,612	37,475	204,819
Amortization of upfront incentive consideration <sup>(3)</sup>	39,117	—	—	—	39,117
Acquisition-related amortization <sup>(2a)</sup>	—	—	—	(35,178)	(35,178)
Adjusted Operating Income (Loss)	\$ 407,847	\$ 53,525	\$ 4,101	\$ (95,891)	\$ 369,582

The following tables present information from our statements of cash flows and set forth the reconciliation of Free Cash Flow to cash provided by operating activities, the most directly comparable GAAP measure (in thousands):

	Six Months Ended June 30,	
	2019	2018
Cash provided by operating activities	\$ 257,661	\$ 341,839
Cash used in investing activities	(76,163)	(131,886)
Cash used in financing activities	(292,975)	(201,525)

	Six Months Ended June 30,	
	2019	2018
Cash provided by operating activities	\$ 257,661	\$ 341,839
Additions to property and equipment	(67,196)	(131,886)
Free Cash Flow	\$ 190,465	\$ 209,953

- (1) Net income attributable to noncontrolling interests represents an adjustment to include earnings allocated to noncontrolling interests held in (i) Sabre Travel Network Middle East of 40%, (ii) Sabre Seyahat Dagitim Sistemleri A.S. of 40%, (iii) Abacus International Lanka Pte Ltd of 40%, and (iv) Sabre Bulgaria of 40%.
- (2) Depreciation and amortization expenses:
  - a. Acquisition-related amortization represents amortization of intangible assets resulting from purchase accounting.
  - b. Depreciation and amortization of property and equipment includes software developed for internal use.
  - c. Amortization of capitalized implementation costs represents amortization of upfront costs to implement new customer contracts under our SaaS and hosted revenue model, as well as amortization of contract acquisition costs.
- (3) Our Travel Network business at times provides upfront incentive consideration to travel agency subscribers at the inception or modification of a service contract, which are capitalized and amortized to cost of revenue over an average expected life of the service contract, generally over three to ten years. This consideration is made with the objective of increasing the number of clients or to ensure or improve customer loyalty. These service contract terms are established such that the supplier and other fees generated over the life of the contract will exceed the cost of the incentive consideration provided up front. These service contracts with travel agency subscribers require that the customer commit to achieving certain economic objectives and generally have terms requiring repayment of the upfront incentive consideration if those objectives are not met.
- (4) Other, net primarily includes foreign exchange gains and losses related to the remeasurement of foreign currency denominated balances included in our consolidated balance sheets into the relevant functional currency.
- (5) Litigation costs, net represent charges associated with antitrust litigation. See Note 10. Contingencies, to our consolidated financial statements.
- (6) Acquisition-related costs represent fees and expenses incurred associated with the 2018 agreement to acquire Farelogix.
- (7) The tax impact on net income adjustments includes the tax effect of each separate adjustment based on the statutory tax rate for the jurisdiction(s) in which the adjustment was taxable or deductible, and the tax effect of items that relate to tax specific financial transactions, tax law changes, uncertain tax positions and other items.

## Results of Operations

The following table sets forth our consolidated statement of operations data for each of the periods presented:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2019	2018	2019	2018
	(Amounts in thousands)			
Revenue	\$ 1,000,006	\$ 984,376	\$ 2,049,367	\$ 1,972,745
Cost of revenue	763,388	721,759	1,550,951	1,414,616
Selling, general and administrative	154,705	123,784	306,096	253,895
Operating income	81,913	138,833	192,320	304,234
Interest expense, net	(39,608)	(39,409)	(77,621)	(77,518)
Loss on extinguishment of debt	—	—	—	(633)
Joint venture equity income	413	951	946	2,122
Other expense, net	(2,479)	(7,735)	(4,349)	(8,841)
Income from continuing operations before income taxes	40,239	92,640	111,296	219,364
Provision for income taxes	12,145	75	23,988	36,350
Income from continuing operations	\$ 28,094	\$ 92,565	\$ 87,308	\$ 183,014

### Three Months Ended June 30, 2019 and 2018

#### Revenue

	Three Months Ended June 30,		Change	
	2019	2018		
	(Amounts in thousands)			
Travel Network	\$ 724,632	\$ 719,685	\$ 4,947	1 %
Airline Solutions	211,833	204,822	7,011	3 %
Hospitality Solutions	73,876	68,314	5,562	8 %
Total segment revenue	1,010,341	992,821	17,520	2 %
Eliminations	(10,335)	(8,445)	(1,890)	(22)%
Total revenue	\$ 1,000,006	\$ 984,376	\$ 15,630	2 %

*Travel Network*—Revenue increased \$5 million, or 1%, for the three months ended June 30, 2019 compared to the same period in the prior year. Product revenue increased \$3 million. The increase is also due to a \$2 million increase in transaction-based revenue to \$681 million due to a 1% increase in Direct Billable Bookings to 142 million, offset by a decrease in the average booking rate and mix of bookings.

*Airline Solutions*—Revenue increased \$7 million, or 3%, for the three months ended June 30, 2019 compared to the same period in the prior year. The \$7 million increase in revenue primarily resulted from:

- an \$11 million increase in AirVision and AirCentre commercial and operations solutions revenue driven by license fee revenue from new implementations recognized upon delivery to the customer; and
- a \$4 million decrease in SabreSonic Passenger Reservation System revenue for the three months ended June 30, 2019 compared to the same period in the prior year. Passengers Boarded decreased by 8% to 180 million for the three months ended June 30, 2019 driven by the demigration of customers of Pakistan International Airlines in September 2018, and Philippine Airlines in March 2019, as well as the impact of Jet Airways' insolvency and the impact of the 737 Max incident on a particular customer.

*Hospitality Solutions*—Revenue increased \$6 million, or 8%, for the three months ended June 30, 2019 compared to the same period in the prior year. The increase was primarily driven by growth in SynXis Software and Services Revenue of \$5 million, or 8%, due to an increase in transaction volumes of 28% to 29 million, which includes the migration of certain brands of Wyndham Hotels over the first half of 2018. The migration of these enterprise hotel brands reduced the average rate of our transaction revenue for the three months ended June 30, 2019 versus the prior comparative period.

## Cost of Revenue

	Three Months Ended June 30,		Change	
	2019	2018		
	(Amounts in thousands)			
Travel Network	\$ 472,338	\$ 443,946	\$ 28,392	6 %
Airline Solutions	126,031	120,563	5,468	5 %
Hospitality Solutions	57,109	49,660	7,449	15 %
Eliminations	(10,321)	(8,446)	(1,875)	(22)%
Total segment cost of revenue	645,157	605,723	39,434	7 %
Corporate	11,795	11,362	433	4 %
Depreciation and amortization	86,590	85,013	1,577	2 %
Amortization of upfront incentive consideration	19,846	19,661	185	1 %
Total cost of revenue	\$ 763,388	\$ 721,759	\$ 41,629	6 %

*Travel Network*—Cost of revenue increased \$28 million, or 6%, for the three months ended June 30, 2019 compared to the same period in the prior year. The increase was primarily driven by a \$16 million increase in labor costs related to software development utilizing the agile development method, as well as a shift to cloud-based solutions and increased investments in technology operations pertaining to the modernization, stability, and security of our technology platforms. Additionally, incentive consideration increased \$15 million primarily driven by volume growth in North America. The increase was partially offset by a reduction in non-development labor costs of \$3 million.

*Airline Solutions*—Cost of revenue increased \$5 million, or 5%, for the three months ended June 30, 2019 compared to the same period in the prior year. The increase was primarily the result of an \$11 million increase in labor costs related to software development utilizing the agile development method, as well as a shift to cloud-based solutions and increased investments in technology operations pertaining to the modernization, stability, and security of our technology platforms. The increase was partially offset by a reduction in non-development labor costs of \$7 million.

*Hospitality Solutions*—Cost of revenue increased \$7 million, or 15%, for the three months ended June 30, 2019 compared to the same period in the prior year. The increase was primarily driven by increased labor costs of \$7 million related to software development utilizing the agile development method, as well as a shift to cloud-based solutions and increased investments in technology operations pertaining to the modernization, stability, and security of our technology platforms.

*Depreciation and amortization*—Depreciation and amortization increased \$2 million, or 2%, for the three months ended June 30, 2019 compared to the same period in the prior year. The increase was primarily due to the completion and amortization of software developed for internal use.

### Selling, General and Administrative Expenses

	Three Months Ended June 30,		Change	
	2019	2018		
	(Amounts in thousands)			
Selling, general and administrative	\$ 154,705	\$ 123,784	\$ 30,921	25%

Selling, general and administrative expenses increased \$31 million, or 25%, for the three months ended June 30, 2019 compared to the same period in the prior year, primarily driven by an increase in labor costs of \$11 million, as well as an increase in costs associated with the potential acquisition of Farelogix of \$9 million, increased bad debt expense of \$7 million, and increased technology costs of \$4 million related to strategic investments in cybersecurity and corporate systems.

### Other expense, net

	Three Months Ended June 30,		Change	
	2019	2018		
	(Amounts in thousands)			
Other expense, net	\$ 2,479	\$ 7,735	\$ (5,256)	(68)%

Other expense, net decreased \$5 million, or 68%, for the three months ended June 30, 2019 compared to the same period in the prior year, primarily due to a decrease in foreign exchange losses of \$2 million, as well as a benefit associated with a reduction to our TRA liability due to the settlement of an audit related to prior years.

Provision for Income Taxes

	Three Months Ended June 30,		Change	
	2019	2018		
	(Amounts in thousands)			
Provision (benefit) for income taxes	\$ 12,145	\$ 75	\$ 12,070	**

\*\* not meaningful

Our effective tax rate for the three months ended June 30, 2019 was 30%, primarily driven by an unfavorable impact related to our geographic mix of taxable income in various jurisdictions and a decrease in net favorable U.S. tax permanent differences. The provision for income taxes for the three months ended June 30, 2018 was a nominal amount, as the income tax expense in that period was offset by a deferred tax benefit recognized in the second quarter of 2018 associated with our decision to elect to utilize NOLs to offset the impacts of the transition tax. The difference between our effective tax rates and the U.S. federal statutory income tax rate primarily resulted from our geographic mix of taxable income in various tax jurisdictions, tax permanent differences and tax credits.

Six Months Ended June 30, 2019 and 2018

Revenue

	Six Months Ended June 30,		Change	
	2019	2018		
	(Amounts in thousands)			
Travel Network	\$ 1,498,600	\$ 1,440,821	\$ 57,779	4 %
Airline Solutions	424,760	411,425	13,335	3 %
Hospitality Solutions	146,707	136,442	10,265	8 %
Total segment revenue	2,070,067	1,988,688	81,379	4 %
Eliminations	(20,700)	(15,943)	(4,757)	(30)%
Total revenue	\$ 2,049,367	\$ 1,972,745	\$ 76,622	4 %

*Travel Network*—Revenue increased \$58 million, or 4%, for the six months ended June 30, 2019 compared to the same period in the prior year, primarily due to an increase in transaction-based revenue of \$55 million to \$1,412 million. The increase in revenue primarily resulted from a 2% increase in Direct Billable Bookings to 297 million and growth in the average booking fee rate during the six months ended June 30, 2019 due to favorable mix and discrete shift in the distribution pricing structure for specific European carriers.

*Airline Solutions*—Revenue increased \$13 million, or 3%, for the six months ended June 30, 2019 compared to the same period in the prior year. The \$13 million increase in revenue primarily resulted from:

- a \$9 million increase in AirVision and AirCentre commercial and operations solutions revenue driven by license fee revenue from new implementations recognized upon delivery to the customer; and
- a \$3 million increase in SabreSonic Passenger Reservation System revenue for the six months ended June 30, 2019 compared to the same period in the prior year. Passengers Boarded decreased by 1% to 367 million for the six months ended June 30, 2019 driven by a decrease due to the demigration of customers Pakistan International Airlines in September 2018, and Philippine Airlines in March 2019, the insolvency of Jet Airways, and the impact of the 737 Max incident on a particular customer, offset by the full implementation of LATAM Airlines Group S.A. Brasil in the second quarter of 2018.

*Hospitality Solutions*—Revenue increased \$10 million, or 8%, for the six months ended June 30, 2019 compared to the same period in the prior year. The increase was primarily driven by growth in SynXis Software and Services Revenue of \$9 million, or 7%, due to an increase in transaction volumes of 31% to 52 million, which includes the migration of certain brands of Wyndham Hotels over the first half of 2018. The migration of these enterprise hotel brands reduced the average rate of our transaction revenue for the six months ended June 30, 2019 versus the prior comparative period.

## Cost of Revenue

	Six Months Ended June 30,		Change	
	2019	2018		
	(Amounts in thousands)			
Travel Network	\$ 963,627	\$ 867,066	\$ 96,561	11 %
Airline Solutions	260,827	237,402	23,425	10 %
Hospitality Solutions	114,230	97,546	16,684	17 %
Eliminations	(20,687)	(15,944)	(4,743)	(30)%
Total segment cost of revenue	1,317,997	1,186,070	131,927	11 %
Corporate	22,470	20,490	1,980	10 %
Depreciation and amortization	171,510	168,939	2,571	2 %
Amortization of upfront incentive consideration	38,974	39,117	(143)	— %
Total cost of revenue	\$ 1,550,951	\$ 1,414,616	\$ 136,335	10 %

*Travel Network*—Cost of revenue increased \$97 million, or 11%, for the six months ended June 30, 2019 compared to the same period in the prior year, primarily as a result of a \$60 million increase in incentive consideration in all regions, and an increase of \$7 million in transaction-related costs to support growth in the business. The increase is also driven by a \$34 million increase in labor costs related to software development utilizing the agile development method, as well as a shift to cloud-based solutions and increased investments in technology operations pertaining to the modernization, stability, and security of our technology platforms. The increase is offset by a reduction in non-development labor costs of \$4 million.

*Airline Solutions*—Cost of revenue increased \$23 million, or 10%, for the six months ended June 30, 2019 compared to the same period in the prior year. The increase was primarily the result of a \$24 million increase in labor costs related to software development utilizing the agile development method, as well as a shift to cloud-based solutions and increased investments in technology operations pertaining to the modernization, stability, and security of our technology platforms. Transaction-related costs also increased \$3 million to support the growth in our business. The increase is offset by a reduction in non-development labor costs of \$4 million.

*Hospitality Solutions*—Cost of revenue increased \$17 million, or 17%, for the six months ended June 30, 2019 compared to the same period in the prior year. The increase was primarily driven by increased labor costs of \$13 million related to software development utilizing the agile development method, as well as a shift to cloud-based solutions and increased investments in technology operations pertaining to the modernization, stability, and security of our technology platforms. Transaction-related costs also increased to support the growth in our business.

*Corporate*—Cost of revenue associated with corporate costs increased \$2 million, or 10%, for the six months ended June 30, 2019 compared to the same period in the prior year. This increase was primarily due to higher labor costs resulting from the shift to open source and cloud-based solutions and increased costs associated with security of our technology platforms.

*Depreciation and amortization*—Depreciation and amortization increased \$3 million, or 2%, for the six months ended June 30, 2019 compared to the same period in the prior year. The increase was primarily due to the completion and amortization of software developed for internal use.

## Selling, General and Administrative Expenses

	Six Months Ended June 30,		Change	
	2019	2018		
	(Amounts in thousands)			
Selling, general and administrative	\$ 306,096	\$ 253,895	\$ 52,201	21%

Selling, general and administrative expenses increased by \$52 million, or 21%, for the six months ended June 30, 2019 compared to the same period in the prior year, primarily driven by an increase in costs associated with the potential acquisition of Farelogix of \$21 million, an increase in bad debt expense of \$11 million, an increase in labor costs of \$11 million, and an increase in technology cost of \$9 million related to strategic investments in cybersecurity and corporate systems.

Other expense, net

	Six Months Ended June 30,		Change
	2019	2018	
	(Amounts in thousands)		
Other expense, net	\$ 4,349	\$ 8,841	\$ (4,492) (51)%

Other expense, net decreased \$4 million, or 51%, during the six months ended June 30, 2019 compared to the same period in the prior year partially due to a decline in the amortization of actuarial losses associated with our pension plan, as well as a benefit associated with a reduction to our TRA liability due to the settlement of an audit related to prior years.

Provision for Income Taxes

	Six Months Ended June 30,		Change
	2019	2018	
	(Amounts in thousands)		
Provision for income taxes	\$ 23,988	\$ 36,350	\$ (12,362) (34)%

Our effective tax rate for the six months ended June 30, 2019 and 2018 were 22% and 17%, respectively. The increase in the effective tax rate for the six months ended June 30, 2019 as compared to the same period in 2018 was primarily due to a deferred tax benefit recognized in the second quarter of 2018 and the unfavorable impact of our geographic mix of taxable income, partially offset by an increase in net favorable U.S. tax permanent differences. The deferred tax benefit recognized in the second quarter of 2018 was recorded as a result of our decision to elect to utilize our NOLs to offset the impacts of the transition tax imposed by U.S. tax reform. The difference between our effective tax rates and the U.S. federal statutory income tax rate primarily resulted from our geographic mix of taxable income in various tax jurisdictions, tax permanent differences and tax credits.

Liquidity and Capital Resources

Our principal sources of liquidity are: (i) cash flows from operations, (ii) cash and cash equivalents and (iii) borrowings under our \$400 million Revolver (see “—Senior Secured Credit Facilities”). Borrowing availability under our Revolver is reduced by our outstanding letters of credit and restricted cash collateral. As of June 30, 2019 and December 31, 2018, our cash and cash equivalents, Revolver and outstanding letters of credit were as follows (in thousands):

	June 30, 2019	December 31, 2018
Cash and cash equivalents	\$ 396,848	\$ 509,265
Available balance under the Revolver	388,137	385,335
Reductions to the Revolver:		
Revolver outstanding balance	—	—
Outstanding letters of credit	11,863	14,665

We consider cash equivalents to be highly liquid investments that are readily convertible into cash. Securities with contractual maturities of three months or less, when purchased, are considered cash equivalents. We record changes in a book overdraft position, in which our bank account is not overdrawn but recently issued and outstanding checks result in a negative general ledger balance, as cash flows from financing activities. We invest in a money market fund which is classified as cash and cash equivalents in our consolidated balance sheets and statements of cash flows. We held no short-term investments as of June 30, 2019 and December 31, 2018.

We do not consider the undistributed earnings of our foreign subsidiaries to be indefinitely reinvested as of June 30, 2019, with certain limited exceptions. We consider the undistributed capital investments in our foreign subsidiaries to be indefinitely reinvested as of June 30, 2019, and have not provided deferred taxes on any outside basis differences. Our cash, cash equivalents and marketable securities held by our foreign subsidiaries are available to satisfy domestic liquidity needs arising in the ordinary course of business, including liquidity needs associated with our domestic debt service requirements.

## **Liquidity Outlook**

Our ability to generate cash depends on many factors beyond our control, and any failure to meet our debt service obligations could harm our business, financial condition and results of operations. Our ability to make payments on and to refinance our indebtedness, and to fund working capital needs, planned capital expenditures, share repurchases and dividends will depend on our ability to generate cash in the future, which is subject to general economic, financial, competitive, business, legislative, regulatory and other factors that are beyond our control. See "Risk Factors—We may require more cash than we generate in our operating activities, and additional funding on reasonable terms or at all may not be available."

We utilize cash and cash equivalents, supplemented by our Revolver, primarily to pay our operating expenses, make capital expenditures, invest in our information technology infrastructure, products and offerings, pay quarterly dividends on our common stock, make payments under the TRA, pay taxes, and service our debt and other long-term liabilities. In addition, we have entered into an agreement to purchase Farelogix for \$360 million, which will be funded at closing by cash on hand and borrowings under our Revolver. The acquisition agreement contains certain customary termination rights, including the right of either party to terminate the acquisition agreement if the acquisition has not occurred by November 14, 2019. Each of Sabre and Farelogix has the right to extend this termination date to December 5, 2019 under certain circumstances.

Furthermore, on an ongoing basis, we will evaluate and consider strategic acquisitions, divestitures, joint ventures, repurchasing shares of our common stock (including pursuant to our multi-year \$500 million share repurchase program or our outstanding debt obligations in open market or in privately negotiated transactions, as well as other transactions we believe may create stockholder value or enhance financial performance. These transactions may require cash expenditures or generate proceeds and, to the extent they require cash expenditures, may be funded through a combination of cash on hand, debt or equity offerings, or utilization of our Revolver.

We believe that cash flows from operations, cash and cash equivalents on hand and our Revolver provide adequate liquidity for our operational and capital expenditures and other obligations over the next twelve months, as well as funding our acquisition of Farelogix. We may supplement our current liquidity through debt or equity offerings to support future strategic investments, or to pay down debt including debt offerings to pay down a portion of our outstanding debt. We funded TRA payments of \$105 million and \$60 million, including interest, during the six months ended June 30, 2019 and 2018, respectively, with cash on hand. We expect to fund future TRA payments through a combination of cash on hand, utilization of our Revolver or debt offerings.

As of December 31, 2018, we have utilized substantially all of our U.S. federal NOLs and a portion of our available U.S. federal tax credits. As a result, we expect a significant increase over prior years in the amount of our cash taxes in 2019 and future years.

## **Dividends**

During the six months ended June 30, 2019, we paid a quarterly cash dividend of \$0.14 per share of our common stock totaling \$77 million. In July 2019, our board of directors declared a cash dividend of \$0.14 per share, which will be paid on September 30, 2019 to stockholders of record as of September 20, 2019. We expect to continue to pay quarterly cash dividends on our common stock, subject to declaration of our board of directors. We intend to fund any future dividends from cash generated from our operations. Future cash dividends, if any, will be at the discretion of our board of directors and the amount of cash dividends per share will depend upon, among other things, our future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions, number of shares of common stock outstanding and other factors the board of directors may deem relevant. The timing and amount of future dividend payments will be at the discretion of our board of directors. See "Risk Factors—Our ability to pay regular dividends to our stockholders is subject to the discretion of our board of directors and may be limited by our holding company structure and applicable provisions of Delaware law."

## **Recent Events Impacting Our Liquidity and Capital Resources**

### *Term Facility Amendment and Swaps Designation*

On March 2, 2018, Sabre GLBL entered into a Fifth Incremental Term Facility Amendment to our Amended and Restated Credit Agreement to refinance and modify the terms of the Term Loan B, resulting in a reduction of the applicable margins for the Term Loan B to 2.00% per annum for Eurocurrency rate loans and 1.00% per annum for base rate loans. We incurred no additional indebtedness as a result of this transaction.

### *Share Repurchase Program*

In February 2017, our Board approved a \$500 million multi-year Share Repurchase Program. Repurchases under the program may take place in the open market or privately negotiated transactions. Approximately \$287 million remains authorized for repurchases under the Share Repurchase Program as of June 30, 2019. For the six months ended June 30, 2019, we repurchased 3,673,768 shares totaling \$78 million pursuant to this share repurchase program.

### **Senior Secured Credit Facilities**

On February 22, 2017, Sabre GLBL entered into the 2017 Term Facility Amendment. The new agreement replaced the 2013 Term Loan B, 2013 Incremental Term Loan Facility and 2013 Term Loan C with the 2017 Term Loan B with an aggregate principal amount of \$1,900 million maturing on February 22, 2024. The proceeds of \$1,898 million, net of \$2 million discount on the 2017 Term Loan B, were used to pay off approximately \$1,761 million of all existing classes of outstanding term loans (other than the 2016 Term Loan A), pay related accrued interest and pay \$12 million in associated financing fees, which were recorded as debt modification costs in Other, net in the consolidated statement of operations during the three months ended March 31, 2017. The remaining proceeds of the 2017 Term Loan B were used to pay off approximately \$80 million of Sabre's outstanding mortgage on its corporate headquarters on March 31, 2017 and for other general corporate purposes. Unamortized debt issuance costs and discount related to existing classes of outstanding term loans prior to the 2017 Term Facility Amendment of \$9 million and \$3 million, respectively, will continue to be amortized over the remaining term of the Term Loan B along with the Term Loan B discount of \$2 million. See Note 5. Derivatives, to our consolidated financial statements for information regarding the discontinuation of hedge accounting related to our existing interest rate swaps as a result of the 2017 Term Facility Amendment.

On August 23, 2017, Sabre GLBL entered into a Fourth Incremental Term Facility Amendment to our Amended and Restated Credit Agreement, Term Loan A Refinancing Amendment to the Credit Agreement, and Second Revolving Facility Refinancing Amendment to the Credit Agreement to refinance and modify the terms of the 2017 Term Loan B, the 2016 Term Loan A, and the 2016 Revolver, resulting in a reduction of the applicable margins for each of these instruments and approximately a one-year extension of the maturity of the 2016 Term Loan A and 2016 Revolver. We incurred no additional indebtedness as a result of the 2017 Refinancing. The 2017 Refinancing included a \$400 million Revolver that replaced the 2016 Revolver, as well as the application of the proceeds of the approximately \$1,891 million incremental Term Loan B and \$570 million Term Loan A to replace the 2017 Term Loan B and the 2016 Term Loan A. The maturity of the Revolver and the Term Loan A was extended from July 18, 2021 to July 1, 2022. The applicable margins for the Term Loan B were reduced to 2.25% per annum for Eurocurrency rate loans and 1.25% per annum for base rate loans. The applicable margins for the Term Loan A and the Revolver were reduced to (i) between 2.50% and 1.75% per annum for Eurocurrency rate loans and (ii) between 1.50% and 0.75% per annum for base rate loans, in each case with the applicable margin for any quarter reduced by 25 basis points (up to 75 basis points total) if the Senior Secured First-Lien Net Leverage Ratio (as defined in the Amended and Restated Credit Agreement) is less than 3.75 to 1.0, 3.00 to 1.0, or 2.25 to 1.0, respectively. The Eurocurrency rate is based on LIBOR. In July 2017, the Financial Conduct Authority announced its intention to phase out LIBOR by the end of 2021. If a published U.S. dollar LIBOR rate is unavailable, the interest rates on our debt indexed to LIBOR will be determined using various alternative methods set forth in our Amended and Restated Credit Agreement, any of which could result in interest obligations that are more than or that do not otherwise correlate over time with the payments that would have been made on this debt if U.S. dollar LIBOR were available in its current form.

On March 2, 2018, Sabre GLBL entered into a Fifth Incremental Term Facility Amendment to our Amended and Restated Credit Agreement to refinance and modify the terms of the Term Loan B as discussed above. See "—Recent Events Impacting Our Liquidity and Capital Resources" above.

We had no balance outstanding under the Revolver as of June 30, 2019 and as of December 31, 2018. We had outstanding letters of credit totaling \$12 million and \$15 million as of June 30, 2019 and December 31, 2018, respectively, which reduced our overall credit capacity under the Revolver.

Under the Amended and Restated Credit Agreement, the loan parties are subject to certain customary non-financial covenants, including certain restrictions on incurring certain types of indebtedness, creation of liens on certain assets, making of certain investments, and payment of dividends, as well as a maximum leverage ratio. Pursuant to Credit Agreement Amendments, effective July 18, 2016, the maximum leverage ratio has been adjusted to be based on the Total Net Leverage Ratio (as defined in the Amended and Restated Credit Agreement) and we are required, at all times (no longer solely when a threshold amount of revolving loans or letters of credit were outstanding), to maintain a Total Net Leverage Ratio of less than 4.5 to 1.0. As of June 30, 2019, we are in compliance with all covenants under the Amended and Restated Credit Agreement.

We are also required to pay down the term loans by an amount equal to 50% of annual excess cash flow, as defined in the Amended and Restated Credit Agreement. This percentage requirement may decrease or be eliminated if certain leverage ratios are achieved. Based on our results for the year ended December 31, 2017, we were not required to make an excess cash flow payment in 2018, and no excess cash flow payment is required in 2019 with respect to our results for the year ended December 31, 2018. We are further required to pay down the term loan with proceeds from certain asset sales or borrowings as defined in the Amended and Restated Credit Agreement.

### **Tax Receivable Agreement**

Immediately prior to the closing of our initial public offering, we entered into the TRA that provides the Pre-IPO Existing Stockholders (as defined in Note 3. Income Taxes, to our consolidated financial statements) the right to receive future payments from us. The future payments will equal 85% of the amount of cash savings, if any, in U.S. federal income tax that we and our subsidiaries realize as a result of the utilization of the Pre-IPO Tax Assets (as defined in Note 3. Income Taxes, to our consolidated financial statements). Based on current tax laws and assuming that we and our subsidiaries earn sufficient taxable income to realize the full tax benefits subject to the TRA, we estimate that future payments under the TRA relating to Pre-IPO Tax Assets will total \$72 million, excluding interest. Primarily due to the enactment of the Tax Cuts and Jobs Act (the "TCJA"), which reduced the U.S. corporate income tax rate, we recorded a total net reduction in the TRA liability of \$55 million across the years ended December 31, 2018 and 2017. See "Recent Developments Affecting our Results of Operations" for additional information on the expected effects of the enactment of the TCJA. The TRA payments accrue interest in accordance with the terms of the TRA subsequent to the tax year in which the tax benefits are realized through the date of the benefit payment. We made payments of \$105 million and \$60 million in 2019 and 2018, respectively, which included accrued interest of approximately \$3 million and \$1 million in the same respective periods. The estimate of future payments considers the impact of Section 382 of the Code, which imposes an annual limit on the ability of a corporation that undergoes an ownership change to use its NOLs to reduce its liability. We do not anticipate any material limitations on our ability to utilize U.S. federal NOLs under Section 382 of the Code.

These payment obligations are our obligations and not obligations of any of our subsidiaries. The actual utilization of the Pre-IPO Tax Assets, as well as the timing of any payments under the TRA, will vary depending upon a number of factors, including the amount, character and timing of our and our subsidiaries' taxable income in the future. See Note 3. Income Taxes, to our consolidated financial statements for additional information regarding income taxes and the TRA.

### **Technology Expenditures**

We maintain and make enhancements to our products, services, technologies and systems in response to technological developments, industry standards and trends and customer demands. We deploy resources in research and development in order to help maintain a competitive advantage and deliver innovation to the marketplace. Software developed for internal use includes costs incurred to enhance our infrastructure, software applications and reservation systems. Additionally, we rely on other third-party providers, including DXC Technology ("DXC"), Amazon Web Services, Inc., and Microsoft Corporation, to operate computer data centers and network systems and provide hosting services. The aggregation of these costs represents our total technology expenditures of \$517 million and \$509 million for the six months ended June 30, 2019 and 2018, respectively. These amounts include hosting, third-party software and expensed research and development costs of \$466 million and \$389 million for the six months ended June 30, 2019 and 2018, respectively, and capitalized software development expenditures of \$51 million and \$120 million for these respective periods.

### **Cash Flows**

	<b>Six Months Ended June 30,</b>	
	<b>2019</b>	<b>2018</b>
	(Amounts in thousands)	
Cash provided by operating activities	\$ 257,661	\$ 341,839
Cash used in investing activities	(76,163)	(131,886)
Cash used in financing activities	(292,975)	(201,525)
Cash used in discontinued operations	(1,196)	(3,064)
Effect of exchange rate changes on cash and cash equivalents	256	3,258
(Decrease) increase in cash and cash equivalents	<u>\$ (112,417)</u>	<u>\$ 8,622</u>

### **Operating Activities**

Cash provided by operating activities for the six months ended June 30, 2019 was \$258 million and consisted of net income from continuing operations of \$87 million, adjustments for non-cash and other items of \$282 million and a decrease in cash from changes in operating assets and liabilities of \$112 million. The adjustments for non-cash and other items consist primarily of \$208 million of depreciation and amortization, \$39 million in amortization of upfront incentive consideration, \$34 million stock-based compensation expense, \$14 million in allowance for doubtful accounts, offset by \$14 million in deferred income taxes. The decrease in cash from changes in operating assets and liabilities of \$112 million was primarily the result of a \$104 million increase in accounts receivable primarily due to seasonality, \$35 million used for upfront incentive consideration, \$24 million used for accrued compensation and related benefits, \$15 million used for capitalized implementation costs, \$4 million increase in other prepaid expenses and other current assets, and a \$2 million increase in other assets. These decreases were partially offset by an increase of \$57 million in accounts payable and other accrued liabilities due to seasonality in incentives and business growth, and an increase of \$15 million in deferred revenue.

Cash provided by operating activities for the six months ended June 30, 2018 was \$342 million and consisted of net income from continuing operations of \$183 million, adjustments for non-cash and other items of \$336 million and a decrease in cash from changes in operating assets and liabilities of \$177 million. The adjustments for non-cash and other items consist primarily of \$205 million of depreciation and amortization, \$58 million in deferred income taxes, \$39 million in amortization of upfront incentive consideration and \$26 million stock-based compensation expense. The decrease in cash from changes in operating assets and liabilities of \$177 million was primarily the result of a \$112 million increase in accounts receivable primarily due to seasonality, \$43 million used for upfront incentive consideration, \$31 million used for accrued compensation and related benefits, \$22 million used for capitalized implementation costs, a \$17 million increase in other assets and a decrease of \$9 million in accounts payable and other accrued liabilities. These decreases were partially offset by the receipt of \$29 million from an insurance settlement, \$18 million increase in deferred revenue partially driven by upfront solution fees and \$10 million from prepaid expenses and other current assets.

### ***Investing Activities***

For the six months ended June 30, 2019, we used cash of \$76 million in investing activities, including \$51 million related to software developed for internal use.

For the six months ended June 30, 2018, we used cash of \$132 million on capital expenditures, including \$118 million related to software developed for internal use.

### ***Financing Activities***

For the six months ended June 30, 2019, we used \$293 million for financing activities. Significant highlights of our financing activities include:

- annual payment on the TRA liability for \$101 million, excluding interest;
- repurchase of 3,673,768 shares of our common stock outstanding totaling \$78 million;
- payment of \$77 million in dividends on our common stock;
- payment of \$24 million on our Term Loan A and Term Loan B;
- net payments of \$7 million from the settlement of employee stock-based awards, including \$5 million in proceeds from the exercise of employee stock options, net of payments for \$12 million in income tax withholdings associated with the settlement of employee stock-based awards.

For the six months ended June 30, 2018, we used \$202 million for financing activities. Significant highlights of our financing activities include:

- payment of \$77 million in dividends on our common stock;
- second annual payment on the TRA liability for \$59 million, excluding interest;
- payment of \$24 million on our Term Loan A and Term B and \$2 million in debt issuance and modification costs;
- repurchase of 1,075,255 shares of our common stock outstanding totaling \$26 million; and
- net receipts of \$2 million from the settlement of employee stock-option awards, including payments of \$9 million in income tax withholdings associated with the settlement of employee restricted-stock awards.

### ***Contractual Obligations***

There were no material changes to our future minimum contractual obligations since December 31, 2018 as previously disclosed in our Annual Report on Form 10-K filed with the SEC on February 15, 2019.

### ***Off Balance Sheet Arrangements***

We had no off balance sheet arrangements during the six months ended June 30, 2019 and year ended December 31, 2018.

### ***Recent Accounting Pronouncements***

Information related to Recent Accounting Pronouncements is included in Note 1. General Information, to our consolidated financial statements included in Part I, Item 1 in this Quarterly Report on Form 10-Q, which is incorporated herein by reference.

## **Critical Accounting Estimates**

This discussion and analysis of our financial condition and results of operations is based on our consolidated financial statements, which have been prepared in accordance with GAAP. The preparation of these financial statements requires us to make estimates and judgments that affect our reported assets and liabilities, revenues and expenses and other financial information. Actual results may differ significantly from these estimates, and our reported financial condition and results of operations could vary under different assumptions and conditions. In addition, our reported financial condition and results of operations could vary due to a change in the application of a particular accounting standard.

We regard an accounting estimate underlying our financial statements as a “critical accounting estimate” if the accounting estimate requires us to make assumptions about matters that are uncertain at the time of estimation and if changes in the estimate are reasonably likely to occur and could have a material effect on the presentation of financial condition, changes in financial condition, or results of operations. For a discussion of the accounting policies involving material estimates and assumptions that we believe are most critical to the preparation of our financial statements, how we apply such policies and how results differing from our estimates and assumptions would affect the amounts presented in our financial statements, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Estimates” included in our Annual Report on Form 10-K filed with the SEC on February 15, 2019.

## **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

Market risk is the potential loss from adverse changes in: (i) prevailing interest rates, (ii) foreign exchange rates, (iii) credit risk and (iv) inflation. Our exposure to market risk relates to interest payments due on our long-term debt, Revolver, derivative instruments, income on cash and cash equivalents, accounts receivable and payable and travel supplier liabilities and related deferred revenue. We manage our exposure to these risks through established policies and procedures. We do not engage in trading, market making or other speculative activities in the derivatives markets. Our objective is to mitigate potential income statement, cash flow and fair value exposures resulting from possible future adverse fluctuations in interest and foreign exchange rates. There were no material changes in our market risk since December 31, 2018 as previously disclosed under “Quantitative and Qualitative Disclosures About Market Risk” included in our Annual Report on Form 10-K filed with the SEC on February 15, 2019.

## **ITEM 4. CONTROLS AND PROCEDURES**

### ***Disclosure Controls and Procedures***

Our management, with the participation of our principal executive officer and principal financial officer, has evaluated the effectiveness of our disclosure controls and procedures (as this term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) as of the end of the period covered by this report. Based on this evaluation, our principal executive officer and principal financial officer have concluded that, as of the end of this period, our disclosure controls and procedures were effective.

### ***Internal Control Over Financial Reporting***

There have not been any changes in our internal control over financial reporting (as this term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## **PART II. OTHER INFORMATION**

## **ITEM 1. LEGAL PROCEEDINGS**

The Company and its subsidiaries are from time to time engaged in routine legal proceedings incidental to our business. For a description of our material legal proceedings, see Note 10. Contingencies, to our consolidated financial statements included in Part I, Item 1 in this Quarterly Report on Form 10-Q, which is incorporated herein by reference.

## ITEM 1A. RISK FACTORS

The following risk factors may be important to understanding any statement in this Quarterly Report on Form 10-Q or elsewhere. Our business, financial condition and operating results can be affected by a number of factors, whether currently known or unknown, including but not limited to those described below. Any one or more of these factors could directly or indirectly cause our actual results of operations and financial condition to vary materially from past or anticipated future results of operations and financial condition. Any of these factors, in whole or in part, could materially and adversely affect our business, financial condition, results of operations and stock price.

### ***Our revenue is highly dependent on transaction volumes in the global travel industry, particularly air travel transaction volumes.***

Our Travel Network, Airline Solutions and Hospitality Solutions revenue is largely tied to travel suppliers' transaction volumes rather than to their unit pricing for an airplane ticket, hotel room or other travel products. This revenue is generally not contractually committed to recur annually under our agreements with our travel suppliers. As a result, our revenue is highly dependent on the global travel industry, particularly air travel from which we derive a substantial amount of our revenue, and directly correlates with global travel, tourism and transportation transaction volumes. Our revenue is therefore highly susceptible to declines in or disruptions to leisure and business travel that may be caused by factors entirely out of our control, and therefore may not recur if these declines or disruptions occur.

Various factors may cause temporary or sustained disruption to leisure and business travel. The impact these disruptions would have on our business depends on the magnitude and duration of such disruption. These factors include, among others:

- general and local economic conditions;
- financial instability of travel suppliers and the impact of any fundamental corporate changes to such travel suppliers, such as airline bankruptcies, consolidations, or suspensions of service on the cost and availability of travel content;
- factors that affect demand for travel such as outbreaks of contagious diseases, including influenza, Zika, Ebola and the MERS virus, increases in fuel prices, government shutdowns, changing attitudes towards the environmental costs of travel and safety concerns;
- political events like acts or threats of terrorism, hostilities, and war;
- inclement weather, natural or man-made disasters; and
- factors that affect supply of travel, such as travel restrictions, regulatory actions, aircraft groundings, or changes to regulations governing airlines and the travel industry, like government sanctions that do or would prohibit doing business with certain state-owned travel suppliers, work stoppages or labor unrest at any of the major airlines, hotels or airports.

### ***Travel suppliers' use of alternative distribution models, such as direct distribution models, could adversely affect our Travel Network business.***

Some travel suppliers that provide content to Travel Network, including some of Travel Network's largest airline customers, have sought to increase usage of direct distribution channels. For example, these travel suppliers are trying to move more consumer traffic to their proprietary websites, and some travel suppliers have explored direct connect initiatives linking their internal reservations systems directly with travel agencies or travel management companies ("TMCs"), thereby bypassing the GDSs. This direct distribution trend enables them to apply pricing pressure on intermediaries and negotiate travel distribution arrangements that are less favorable to intermediaries. With travel suppliers' adoption of certain technology solutions over the last decade, including those offered by our Airline Solutions business, air travel suppliers have increased the proportion of direct bookings relative to indirect bookings. In the future, airlines may increase their use of direct distribution, which may cause a material decrease in their use of our GDS. Travel suppliers may also offer travelers advantages through their websites such as special fares and bonus miles, which could make their offerings more attractive than those available through our GDS platform. Similarly, travel suppliers may also seek to encourage travelers' and travel agencies' usage of their proprietary booking platforms by selectively increasing the ticket price in our GDS, making our GDS platform's offerings more expensive than some alternative offerings. For example, we are currently engaged in litigation with the Lufthansa Group in connection with, among other things, a surcharge that the Lufthansa Group has imposed on tickets purchased through three selected GDSs, including Sabre. The Lufthansa Group is seeking declaratory judgment that this surcharge does not violate the terms of its agreement with us, in addition to damages related to the allegations of breach of contract and tortious interference with agency contracts. We deny the allegations and we have filed a counterclaim that asserts the Lufthansa Group's surcharge is a violation of its agreement and that seeks an order requiring the Lufthansa Group to specifically perform its obligations under the agreement.

In addition, with respect to ancillary products, travel suppliers may choose not to comply with the technical standards that would allow ancillary products to be immediately distributed via intermediaries, thus resulting in a delay before these products become available through our GDS relative to availability through direct distribution. In addition, if enough travel suppliers choose not to develop ancillary products in a standardized way with respect to technical standards our investment in adapting our various systems to enable the sale of ancillary products may not be successful.

Companies with close relationships with end consumers, like Facebook, as well as new entrants introducing new paradigms into the travel industry, such as metasearch engines, like Google, may promote alternative distribution channels to our GDS by diverting consumer traffic away from intermediaries, which may adversely affect our GDS business.

Additionally, technological advancements may allow airlines and hotels to facilitate broader connectivity to and integration with large travel buyers, such that certain airline and hotel offerings could be made available directly to such travel buyers without the involvement of intermediaries such as Travel Network and its competitors.

***Our Travel Network business is exposed to pricing pressure from travel suppliers.***

Travel suppliers continue to look for ways to decrease their costs and to increase their control over distribution. For example, consolidation in the airline industry, the growth of LCC/hybrids and macroeconomic factors, among other things, have driven some airlines to negotiate for lower fees during contract renegotiations, thereby exerting increased pricing pressure on our Travel Network business, which, in turn, negatively affects our revenues and margins. In addition, travel suppliers' use of alternative distribution channels, such as direct distribution through supplier-operated websites, may also adversely affect our contract renegotiations with these suppliers and negatively impact our transaction fee revenue. For example, as we attempt to renegotiate new agreements with our travel suppliers, they may withhold some or all of their content (fares and associated economic terms) for distribution exclusively through their direct distribution channels (for example, the relevant airline's website) or offer travelers more attractive terms for content available through those direct channels after their contracts expire. As a result of these sources of negotiating pressure, we may have to decrease our prices to retain their business. If we are unable to renew our contracts with these travel suppliers on similar economic terms or at all, or if our ability to provide this content is similarly impeded, this would also adversely affect the value of our Travel Network business as a marketplace due to our more limited content. See "—Travel suppliers' use of alternative distribution models, such as direct distribution models, could adversely affect our Travel Network business."

***Our travel supplier customers may experience financial instability or consolidation, pursue cost reductions, change their distribution model or undergo other changes.***

We generate the majority of our revenue and accounts receivable from airlines. We also derive revenue from hotels, car rental brands, rail carriers, cruise lines, tour operators and other suppliers in the travel and tourism industries. Adverse changes in any of these relationships or the inability to enter into new relationships could negatively impact the demand for and competitiveness of our travel products and services. For example, a lack of liquidity in the capital markets or weak economic performance may cause our travel suppliers to increase the time they take to pay or to default on their payment obligations, which could lead to a higher level of bad debt expense and negatively affect our results. Any large-scale bankruptcy or other insolvency proceeding of an airline or hospitality supplier could subject our agreements with that customer to rejection or early termination, and, if applicable, result in asset impairments which could be significant. Similarly, any suspension or cessation of operations of an airline or hospitality supplier could negatively affect our results. Because we generally do not require security or collateral from our customers as a condition of sale, our revenues may be subject to credit risk more generally.

Furthermore, supplier consolidation, particularly in the airline industry, could harm our business. Our Travel Network business depends on a relatively small number of U.S.-based airlines for a substantial portion of its revenue, and all of our businesses are highly dependent on airline ticket volumes. Consolidation among airlines could result in the loss of an existing customer and the related fee revenue, decreased airline ticket volumes due to capacity restrictions implemented concurrently with the consolidation, and increased airline concentration and bargaining power to negotiate lower transaction fees. See "—Our Travel Network business is exposed to pricing pressure from travel suppliers." In addition, consolidation among travel suppliers may result in one or more suppliers refusing to provide certain content to Sabre but rather making it exclusively available on the suppliers' proprietary websites, hurting the competitive position of our GDS relative to those websites. See "—Travel suppliers' use of alternative distribution models, such as direct distribution models, could adversely affect our Travel Network business."

***Our success depends on maintaining the integrity of our systems and infrastructure, which may suffer from failures, capacity constraints, business interruptions and forces outside of our control.***

We may be unable to maintain and improve the efficiency, reliability and integrity of our systems. Unexpected increases in the volume of our business could exceed system capacity, resulting in service interruptions, outages and delays. These constraints can also lead to the deterioration of our services or impair our ability to process transactions. We occasionally experience system interruptions that make certain of our systems unavailable including, but not limited to, our GDS and the services that our Airline Solutions and Hospitality Solutions businesses provide to airlines and hotels. System interruptions may prevent us from efficiently providing services to customers or other third parties, which could cause damage to our reputation and result in our losing customers and revenues or cause us to incur litigation and liabilities. Although we have contractually limited our liability for damages caused by outages of our GDS (other than damages caused by our gross negligence or willful misconduct), we cannot guarantee that we will not be subject to lawsuits or other claims for compensation from our customers in connection with such outages for which we may not be indemnified or compensated.

Our systems may also be susceptible to external damage or disruption. Much of the computer and communications hardware upon which we depend is located across multiple data center facilities in a single geographic region. Our systems could be damaged or disrupted by power, hardware, software or telecommunication failures, human errors, natural events including floods, hurricanes, fires, winter storms, earthquakes and tornadoes, terrorism, break-ins, hostilities, war or similar events. Computer viruses, malware, denial of service attacks, attacks on hardware vulnerabilities, physical or electronic break-ins, cybersecurity incidents or other security breaches, and similar disruptions affecting the Internet, telecommunication services or our systems could cause service interruptions or the loss of critical data, and could prevent us from providing timely services. See “—Security breaches could expose us to liability and damage our reputation and our business.” Failure to efficiently provide services to customers or other third parties could cause damage to our reputation and result in the loss of customers and revenues, asset impairments, significant recovery costs or litigation and liabilities. Moreover, such risks are likely to increase as we expand our business and as the tools and techniques involved become more sophisticated.

Although we have implemented measures intended to protect certain systems and critical data and provide comprehensive disaster recovery and contingency plans for certain customers that purchase this additional protection, these protections and plans are not in place for all systems. Furthermore, several of our existing critical backup systems are located in the same metropolitan area as our primary systems and we may not have sufficient disaster recovery tools or resources available, depending on the type or size of the disruption. Disasters affecting our facilities, systems or personnel might be expensive to remedy and could significantly diminish our reputation and our brands, and we may not have adequate insurance to cover such costs.

Customers and other end-users who rely on our software products and services, including our SaaS and hosted offerings, for applications that are integral to their businesses may have a greater sensitivity to product errors and security vulnerabilities than customers for software products generally. Additionally, security breaches that affect third parties upon which we rely, such as travel suppliers, may further expose us to negative publicity, possible liability or regulatory penalties. Events outside our control could cause interruptions in our IT systems, which could have a material adverse effect on our business operations and harm our reputation.

***Security breaches could expose us to liability and damage our reputation and our business.***

We process, store, and transmit large amounts of data, including personally identifiable information (“PII”) and PCI of our customers, and it is critical to our business strategy that our facilities and infrastructure, including those provided by DXC or other vendors, remain secure and are perceived by the marketplace to be secure. Our infrastructure may be vulnerable to physical or electronic break-ins, computer viruses, or similar disruptive problems.

In addition, we, like most technology companies, are the target of cybercriminals who attempt to compromise our systems. We are subject to and experience threats and intrusions that have to be identified and remediated to protect sensitive information along with our intellectual property and our overall business. To address these threats and intrusions, we have a team of experienced security experts and support from firms that specialize in data security and cybersecurity. We are periodically subject to these threats and intrusions, and sensitive or material information could be compromised as a result. The costs of any investigation of such incidents, as well as any remediation related to these incidents, may be material. As previously disclosed, we became aware of an incident involving unauthorized access to payment information contained in a subset of hotel reservations processed through the Sabre Hospitality Solutions SynXis Central Reservation system (the “HS Central Reservation System”). Our investigation was supported by third party experts, including a leading cybersecurity firm. Our investigation determined that an unauthorized party: obtained access to account credentials that permitted access to a subset of hotel reservations processed through the HS Central Reservation System; used the account credentials to view a credit card summary page on the HS Central Reservation System and access payment card information (although we use encryption, this credential had the right to see unencrypted card data); and first obtained access to payment card information and some other reservation information on August 10, 2016. The last access to payment card information was on March 9, 2017. The unauthorized party was able to access information for certain hotel reservations, including cardholder name; payment card number; card expiration date; and, for a subset of reservations, card security code. The unauthorized party was also able, in some cases, to access certain information such as guest name(s), email, phone number, address, and other information if provided to the HS Central Reservation System. Information such as Social Security, passport, or driver’s license number was not accessed. The investigation did not uncover forensic evidence that the unauthorized party removed any information from the system, but it is a possibility. We took successful measures to ensure this unauthorized access to the HS Central Reservation System was stopped and is no longer possible. There is no indication that any of our systems beyond the HS Central Reservation System, such as Sabre’s Airline Solutions and Travel Network platforms, were affected or accessed by the unauthorized party. We notified law enforcement and the payment card brands and engaged a PCI forensic investigator at the payment card brands’ request to investigate this incident. We have notified customers and other companies that use or interact with, directly or indirectly, the HS Central Reservation System about the incident. We are also cooperating with various governmental authorities that are investigating this incident. Separately, in November 2017, Sabre Hospitality Solutions observed a pattern of activity that, after further investigation, led it to believe that an unauthorized party improperly obtained access to certain hotel user credentials for purposes of accessing the HS Central Reservation System. We deactivated the compromised accounts and notified law enforcement of this activity. We also notified the payment card brands, and at their request, we have engaged a PCI forensic investigator to investigate this incident. We have not found any evidence of a breach of the network security of the HS Central Reservation System, and we believe that the number of affected reservations represents only a fraction of 1% of the bookings in the HS Central Reservation System. The costs related to these incidents, including any associated penalties assessed by any governmental authority or payment card brand, or indemnification obligations to our customers, as well as any other impacts or remediation related to them, may be material. As noted below, we maintain insurance that covers certain aspects of cyber risks, and we continue to work with our insurance carriers in these matters.

Any computer viruses, malware, denial of service attacks, attacks on hardware vulnerabilities, physical or electronic break-ins, cybersecurity incidents, such as the items described above, or other security breach or compromise of the information handled by us or our service providers may jeopardize the security or integrity of information in our computer systems and networks or those of our customers and cause significant interruptions in our and our customers' operations.

Any systems and processes that we have developed that are designed to protect customer information and prevent data loss and other security breaches cannot provide absolute security. In addition, we may not successfully implement remediation plans to address all potential exposures. It is possible that we may have to expend additional financial and other resources to address these problems. Failure to prevent or mitigate data loss or other security breaches could expose us or our customers to a risk of loss or misuse of such information, cause customers to lose confidence in our data protection measures, damage our reputation, adversely affect our operating results or result in litigation or potential liability for us. While we maintain insurance coverage that may, subject to policy terms and conditions, cover certain aspects of cyber risks, this insurance coverage is subject to a retention amount and may not be applicable to a particular incident or otherwise may be insufficient to cover all our losses beyond any retention. Similarly, we expect to continue to make significant investments in our information technology infrastructure. The implementation of these investments may be more costly or take longer than we anticipate, or could otherwise adversely affect our business operations, which could negatively impact our financial position, results of operations or cash flows.

***Any inability or failure to adapt to technological developments or the evolving competitive landscape could harm our business operations and competitiveness.***

We depend upon the use of sophisticated information technology and systems. Our competitiveness and future results depend on our ability to maintain and make timely and cost-effective enhancements, upgrades and additions to our products, services, technologies and systems in response to new technological developments, industry standards and trends and customer requirements. For example, IATA has promulgated its new distribution capability ("NDC") standard. Depending on the level of adoption of this standard, our failure to integrate NDC into our technology or anticipate the evolution of next generation retailing and distribution could adversely affect our financial performance. As another example, migration of our enterprise applications and platforms to other hosting environments would cause us to incur substantial costs, and could result in instability and business interruptions, which could materially harm our business.

Adapting to new technological and marketplace developments, such as NDC, may require substantial expenditures and lead time and we cannot guarantee that projected future increases in business volume will actually materialize. We may experience difficulties that could delay or prevent the successful development, marketing and implementation of enhancements, upgrades and additions. Moreover, we may fail to maintain, upgrade or introduce new products, services, technologies and systems as quickly as our competitors or in a cost-effective manner. For example, we must constantly update our GDS with new capabilities to adapt to the changing technological environment and customer needs. However, this process can be costly and time-consuming, and our efforts may not be successful as compared to our competitors in the travel distribution market. Those that we do develop may not achieve acceptance in the marketplace sufficient to generate material revenue or may be rendered obsolete or non-competitive by our competitors' offerings.

In addition, our competitors are constantly evolving, including increasing their product and service offerings through organic research and development or through strategic acquisitions. For example, one of our competitors, Travelport Worldwide Limited, was acquired by private-equity firms in May 2019. There could be uncertainty resulting from this acquisition, including possible changes to Travelport's product and service offerings. As a result, we must continue to invest significant resources in research and development in order to continually improve the speed, accuracy and comprehensiveness of our services and we may be required to make changes to our technology platforms or increase our investment in technology, increase marketing, adjust prices or business models and take other actions, which could affect our financial performance and liquidity.

***The travel distribution market is highly competitive, and we are subject to competition from other GDS providers, direct distribution by travel suppliers and new entrants or technologies that may challenge the GDS business model.***

The evolution of the global travel and tourism industry, the introduction of new technologies and standards and the expansion of existing technologies in key markets, among other factors, could contribute to an intensification of competition in the business areas and regions in which we operate. Increased competition could require us to increase spending on marketing activities or product development, to decrease our booking or transaction fees and other charges (or defer planned increases in such fees and charges), to increase incentive consideration or take other actions that could harm our business. A GDS has two broad categories of customers: (i) travel suppliers, such as airlines, hotels, car rental brands, rail carriers, cruise lines and tour operators, and (ii) travel buyers, such as online and offline travel agencies, TMCs and corporate travel departments. The competitive positioning of a GDS depends on the success it achieves with both customer categories. Other factors that may affect the competitive success of a GDS include the comprehensiveness, timeliness and accuracy of the travel content offered, the reliability, ease of use and innovativeness of the technology, the perceived value proposition of our GDS by travel suppliers and travel buyers, the incentive consideration provided to travel agencies, the transaction fees charged to travel suppliers and the range of products and services available to travel suppliers and travel buyers. Our GDS competitors could seek to capture market share by offering more differentiated content, products or services, increasing the incentive consideration to travel agencies, or decreasing the transaction fees charged to travel suppliers, which would harm our business to the extent they gain market share from us or force us to respond by lowering our prices or increasing the incentive consideration we provide.

We cannot guarantee that we will be able to compete successfully against our current and future competitors in the travel distribution market, some of which may achieve greater brand recognition than us, have greater financial, marketing, personnel and other resources or be able to secure services and products from travel suppliers on more favorable terms. If we fail to overcome these competitive pressures, we may lose market share and our business may otherwise be negatively affected.

***Our ability to maintain and grow our Airline Solutions and Hospitality Solutions businesses may be negatively affected by competition from other third-party solutions providers and new participants that seek to enter the solutions market.***

Our Airline Solutions and Hospitality Solutions businesses principally face competition from existing third-party solutions providers. We also compete with various point solutions providers on a more limited basis in several discrete functional areas. For our Hospitality Solutions business, we face competition across many aspects of our business but our primary competitors are in the hospitality CRS and property management system ("PMS") fields.

Factors that may affect the competitive success of our Airline Solutions and Hospitality Solutions businesses include our pricing structure, our ability to keep pace with technological developments, the effectiveness and reliability of our implementation and system migration processes, our ability to meet a variety of customer specifications, the effectiveness and reliability of our systems, the cost and efficiency of our system upgrades and our customer support services. Our failure to compete effectively on these and other factors could decrease our market share, adversely impact our pricing or otherwise negatively affect our Airline Solutions and Hospitality Solutions businesses.

***Implementation of software solutions often involves a significant commitment of resources, and any failure to deliver as promised on a significant implementation could adversely affect our business.***

In our Travel Network, Airline Solutions and Hospitality Solutions businesses, the implementation of software solutions often involves a significant commitment of resources and is subject to a number of significant risks over which we may or may not have control. These risks include:

- the features of the implemented software may not meet the expectations or fit the business model of the customer;
- our limited pool of trained experts for implementations cannot quickly and easily be augmented for complex implementation projects, such that resources issues, if not planned and managed effectively, could lead to costly project delays;
- customer-specific factors, such as the stability, functionality, interconnection and scalability of the customer's pre-existing information technology infrastructure, as well as financial or other circumstances could destabilize, delay or prevent the completion of the implementation process, which, for airline reservations systems, typically takes 12 to 18 months; and
- customers and their partners may not fully or timely perform the actions required to be performed by them to ensure successful implementation, including measures we recommend to safeguard against technical and business risks.

As a result of these and other risks, some of our customers may incur large, unplanned costs in connection with the purchase and installation of our software products. Also, implementation projects could take longer than planned or fail. We may not be able to reduce or eliminate protracted installation or significant additional costs. Significant delays or unsuccessful customer implementation projects could result in cancellation or renegotiation of existing agreements, claims from customers, harm our reputation and negatively impact our operating results.

***We rely on the availability and performance of information technology services provided by third parties, including DXC, which manages a significant portion of our systems.***

Our businesses are largely dependent on the computer data centers and network systems operated for us by DXC, and its third-party providers, including AT&T, to which DXC outsources certain network services. We also rely on other developers and service providers to maintain and support our global telecommunications infrastructure, including to connect our computer data center and call centers to end-users. Moreover, we outsourced our global enterprise resource planning system to a third-party provider, and any disruption to that outsourced system may negatively impact our business.

Our success is dependent on our ability to maintain effective relationships with these third-party technology and service providers. Some of our agreements with third-party technology and service providers are terminable for cause on short notice and often provide limited recourse for service interruptions. For example, our agreement with DXC provides us with limited indemnification rights. We could face significant additional cost or business disruption if:

- Any of these providers fail to enable us to provide our customers and suppliers with reliable, real-time access to our systems. For example, in 2013, we experienced a significant outage of the Sabre platform due to a failure on the part of one of our service providers. This outage, which affected both our Travel Network business and our Airline Solutions business, lasted several hours and caused significant problems for our customers. Any such future outages could cause damage to our reputation, customer loss and require us to pay compensation to affected customers for which we may not be indemnified or compensated.
- Our arrangements with such providers are terminated or impaired and we cannot find alternative sources of technology or systems support on commercially reasonable terms or on a timely basis. For example, our substantial dependence on DXC for many of our systems makes it difficult for us to switch vendors and makes us more sensitive to changes in DXC's pricing for its services.

***Our Travel Network, Airline Solutions and Hospitality Solutions businesses depend on maintaining and renewing contracts with their customers and other counterparties.***

In our Travel Network business, we enter into participating carrier distribution and services agreements with airlines. Our contracts with major carriers typically last for three- to five-year terms and are generally subject to automatic renewal at the end of the term, unless terminated by either party with the required advance notice. Our contracts with smaller airlines generally last for one year and are also subject to automatic renewal at the end of the term, unless terminated by either party with the required advance notice. Airlines are not typically contractually obligated to distribute exclusively through our GDS during the contract term and may terminate their agreements with us upon providing the required advance notice after the expiration of the initial term. We cannot guarantee that we will be able to renew our airline contracts in the future on favorable economic terms or at all. See “—Our Travel Network business is exposed to pricing pressure from travel suppliers.”

We also enter into contracts with travel buyers. Although most of our travel buyer contracts have terms of one to three years, we typically have non-exclusive, five- to ten-year contracts with our major travel agency customers. We also typically have three- to five-year contracts with corporate travel departments, which generally renew automatically unless terminated with the required advance notice. A meaningful portion of our travel buyer agreements, typically representing approximately 15% to 20% of our bookings, are up for renewal in any given year. We cannot guarantee that we will be able to renew our travel buyer agreements in the future on favorable economic terms or at all.

Similarly, our Airline Solutions and Hospitality Solutions businesses are based on contracts with travel suppliers for a typical duration of three to seven years for airlines and one to five years for hotels, respectively. We cannot guarantee that we will be able to renew our solutions contracts in the future on favorable economic terms or at all.

Additionally, we use several third-party distributor partners and joint ventures to extend our GDS services in EMEA and APAC. The termination of our contractual arrangements with any of these third-party distributor partners and joint ventures could adversely impact our Travel Network business in the relevant markets. See “—We rely on third-party distributor partners and joint ventures to extend our GDS services to certain regions, which exposes us to risks associated with lack of direct management control and potential conflicts of interest” for more information on our relationships with our third-party distributor partners and joint ventures.

Our failure to renew some or all of these agreements on economically favorable terms or at all, or the early termination of these existing contracts, would adversely affect the value of our Travel Network business as a marketplace due to our limited content and distribution reach, which could cause some of our subscribers to move to a competing GDS or use other travel technology providers for the solutions we provide and would materially harm our business, reputation and brand. Our business therefore relies on our ability to renew our agreements with our travel buyers, travel suppliers, third-party distributor partners and joint ventures or developing relationships with new travel buyers and travel suppliers to offset any customer losses.

We are subject to a certain degree of revenue concentration among a portion of our customer base. Because of this concentration among a small number of customers, if an event were to adversely affect one of these customers, it could have a material impact on our business.

***Our Travel Network business depends on relationships with travel buyers.***

Our Travel Network business relies on relationships with several large travel buyers, including TMCs and OTAs, to generate a large portion of its revenue through bookings made by these travel companies. This revenue concentration in a relatively small number of travel buyers makes us particularly dependent on factors affecting those companies. For example, if demand for their services decreases, or if a key supplier pulls its content from us, travel buyers may stop utilizing our services or move all or some of their business to competitors or competing channels.

Although our contracts with larger travel agencies often increase the incentive consideration when the travel agency processes a certain volume or percentage of its bookings through our GDS, travel buyers are not contractually required to book exclusively through our GDS during the contract term. Travel buyers may shift bookings to other distribution intermediaries for many reasons, including to avoid becoming overly dependent on a single source of travel content or to increase their bargaining power with GDS providers. Additionally, some regulations allow travel buyers to terminate their contracts earlier.

These risks are exacerbated by increased consolidation among travel agencies and TMCs, which may ultimately reduce the pool of travel agencies that subscribe to GDSs. We must compete with other GDSs and other competitors for their business by offering competitive upfront incentive consideration, which, due to the strong bargaining power of these large travel buyers, tend to increase in each round of contract renewals. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Factors Affecting Our Results—Increasing travel agency incentive consideration" included in Part II, Item 7 of our Annual Report on Form 10-K for more information about our incentive consideration. However, any reduction in transaction fees from travel suppliers due to supplier consolidation or other market forces could limit our ability to increase incentive consideration to travel agencies in a cost-effective manner or otherwise affect our margins.

***Our collection, processing, storage, use and transmission of personal data could give rise to liabilities as a result of governmental regulation, conflicting legal requirements, differing views on data privacy or security breaches.***

We collect, process, store, use and transmit a large volume of personal data on a daily basis, including, for example, to process travel transactions for our customers and to deliver other travel-related products and services. Personal data is increasingly subject to legal and regulatory protections around the world, which vary widely in approach and which possibly conflict with one another. In recent years, for example, U.S. legislators and regulatory agencies, such as the Federal Trade Commission, as well as U.S. states, have increased their focus on protecting personal data by law and regulation, and have increased enforcement actions for violations of privacy and data protection requirements. The GDPR, a data protection law adopted by the European Commission, went into effect on May 25, 2018. These data protection laws and regulations are intended to protect the privacy and security of personal data, including credit card information that is collected, processed and transmitted in or from the relevant jurisdiction. Implementation of and compliance with these laws and regulations may be more costly or take longer than we anticipate, or could otherwise adversely affect our business operations, which could negatively impact our financial position or cash flows. Additionally, media coverage of data breaches has escalated, in part because of the increased number of enforcement actions, investigations and lawsuits. As this focus and attention on privacy and data protection increases, we also risk exposure to potential liabilities and costs resulting from the compliance with, or any failure to comply with applicable legal requirements, conflicts among these legal requirements or differences in approaches to privacy and security of travel data. Our business could be materially adversely affected by our inability, or the inability of our vendors who receive personal data from us, to comply with legal obligations regarding the use of personal data, new data handling requirements that conflict with or negatively impact our business practices. In addition, our agreements with customers may also require that we indemnify the customer for liability arising from data breaches under the terms of our agreements with these customers. These indemnification obligations could be significant and may exceed the limits of any applicable insurance policy we maintain. See "—Security breaches could expose us to liability and damage our reputation and our business."

***We are exposed to risks associated with PCI compliance.***

The PCI Data Security Standard ("PCI DSS") is a specific set of comprehensive security standards required by credit card brands for enhancing payment account data security, including but not limited to requirements for security management, policies, procedures, network architecture, and software design. PCI DSS compliance is required in order to maintain credit card processing services. The cost of compliance with PCI DSS is significant and may increase as the requirements change. We are tested periodically for assurance and successfully completed our last annual assessment in September 2018. Compliance does not guarantee a completely secure environment and notwithstanding the results of this assessment there can be no assurance that payment card brands will not request further compliance assessments or set forth additional requirements to maintain access to credit card processing services. See "—Security breaches could expose us to liability and damage our reputation and our business." Compliance is an ongoing effort and the requirements evolve as new threats are identified. In the event that we were to lose PCI DSS compliance status (or fail to renew compliance under a future version of the PCI DSS), we could be exposed to increased operating costs, fines and penalties and, in extreme circumstances, may have our credit card processing privileges revoked, which would have a material adverse effect on our business.

***Our business could be harmed by adverse global and regional economic and political conditions.***

Travel expenditures are sensitive to personal and business discretionary spending levels and grow more slowly or decline during economic downturns. We derive the majority of our revenue from the United States and Europe, and we have expanded Travel Network's presence in APAC. Our geographic concentration in the United States and Europe, as well as our expanded focus in APAC, makes our business potentially vulnerable to economic and political conditions that adversely affect business and leisure travel originating in or traveling to these regions.

Despite modest growth in the U.S. economy, there is still weakness in other parts of the global economy, including increased unemployment, reduced financial capacity of both business and leisure travelers, diminished liquidity and credit availability, declines in consumer confidence and discretionary income and general uncertainty about economic stability. Furthermore, recent changes in the U.S. political environment have resulted in additional uncertainties with respect to travel restrictions, and the regulatory, tax and economic environment in the United States, which could adversely impact travel demand, our business operations or our financial results. We cannot predict the magnitude, length or recurrence of recessionary or low-growth economic patterns, which have impacted, and may continue to impact, demand for travel and lead to reduced spending on the services we provide.

We derive the remainder of our revenues from Latin America, the Middle East and Africa and APAC. Any unfavorable economic, political or regulatory developments in these regions could negatively affect our business, such as delays in payment or non-payment of contracts, delays in contract implementation or signing, carrier control issues and increased costs from regulatory changes particularly as parts of our growth strategy involve expanding our presence in these emerging markets. For example, markets that have traditionally had a high level of exports to China, or that have commodities-based economies, have continued to experience slowing or deteriorating economic conditions. These adverse economic conditions may negatively impact our business results in those regions.

Similarly, in Venezuela, due to currency controls that impact the ability of certain of our airline customers operating in the country to obtain U.S. dollars to make timely payments to us, the collection of accounts receivable due to us can be, and has been, delayed. Due to the nature of this delay, we are deferring the recognition of any future revenues until cash is collected in accordance with our policies. Accordingly, our accounts receivable are subject to a general collection risk, as there can be no assurance that we will be paid from such customers in a timely manner, if at all. In response to the political and economic uncertainty in Venezuela, certain airlines have scaled back operations in response to the reduced demand for travel by local consumers as well as the currency controls which has impacted our airline customers in Venezuela.

Voters in the U.K. have approved the exit of that country from the E.U. ("Brexit"), and the British government has provided official notification to the E.U. that it intends to withdraw from the E.U. The Brexit vote and related process have created significant economic uncertainty in the U.K. and in EMEA, which may negatively impact our business results in those regions. In addition, the terms of the U.K.'s withdrawal from the E.U., once negotiated, could potentially disrupt the markets we serve and the tax jurisdictions in which we operate and adversely change tax benefits or liabilities in these or other jurisdictions, including our ability to obtain VAT refunds on transactions between the U.K. and the E.U., and may cause us to lose customers, suppliers, and employees. In addition, Brexit could lead to legal uncertainty and potentially divergent national laws and regulations as the U.K. determines which E.U. laws to replace or replicate.

***We operate a global business that exposes us to risks associated with international activities.***

Our international operations involve risks that are not generally encountered when doing business in the United States. These risks include, but are not limited to:

- business, political and economic instability in foreign locations, including actual or threatened terrorist activities, and military action;
- adverse laws and regulatory requirements, including more comprehensive regulation in the E.U. and the possible effects of the Brexit vote;
- changes in foreign currency exchange rates and financial risk arising from transactions in multiple currencies;
- difficulty in developing, managing and staffing international operations because of distance, language and cultural differences;
- disruptions to or delays in the development of communication and transportation services and infrastructure;
- more restrictive data privacy requirements, including the GDPR;
- consumer attitudes, including the preference of customers for local providers;
- increasing labor costs due to high wage inflation in foreign locations, differences in general employment conditions and regulations, and the degree of employee unionization and activism;
- export or trade restrictions or currency controls;
- governmental policies or actions, such as consumer, labor and trade protection measures and travel restrictions;
- taxes, restrictions on foreign investment and limits on the repatriation of funds;
- diminished ability to legally enforce our contractual rights; and
- decreased protection for intellectual property.

Any of the foregoing risks may adversely affect our ability to conduct and grow our business internationally.

***Our ability to recruit, train and retain employees, including our key executive officers and technical employees, is critical to our results of operations and future growth.***

Our continued ability to compete effectively depends on our ability to recruit new employees and retain and motivate existing employees, particularly professionals with experience in our industry, information technology and systems, as well as our key executive officers. For example, the specialized skills we require can be difficult and time-consuming to acquire and are often in short supply. There is high demand and competition for well-qualified employees on a global basis, such as software engineers, developers and other technology professionals with specialized knowledge in software development, especially expertise in certain programming languages. This competition affects both our ability to retain key employees and to hire new ones. Similarly, uncertainty in the global political environment may adversely affect our ability to hire and retain key employees. Any of our employees may choose to terminate their employment with us at any time, and a lengthy period of time is required to hire and train replacement employees when such skilled individuals leave the company. Furthermore, changes in our employee population, including our executive team, could impact our results of operations and growth. For example, Sean Menke was elected as President and Chief Executive Officer of Sabre on December 31, 2016. Subsequent to his election, we have announced modifications to our business strategies and increased long-term investment in key areas, such as technology infrastructure, that may continue to have a negative impact in the short term due to expected increases in operating expenses and capital expenditures. If we fail to attract well-qualified employees or to retain or motivate existing employees, our business could be materially hindered by, for example, a delay in our ability to deliver products and services under contract, bring new products and services to market or respond swiftly to customer demands or new offerings from competitors.

***We may have higher than anticipated tax liabilities.***

We are subject to a variety of taxes in many jurisdictions globally, including income taxes in the United States at the federal, state and local levels, and in many other countries. Significant judgment is required in determining our worldwide provision for income taxes. In the ordinary course of our business, there are many transactions and calculations where the ultimate tax determination is uncertain. We operate in numerous countries where our income tax returns are subject to audit and adjustment by local tax authorities. Because we operate globally, the nature of the uncertain tax positions is often very complex and subject to change, and the amounts at issue can be substantial. It is inherently difficult and subjective to estimate such amounts, as we have to determine the probability of various possible outcomes. We re-evaluate uncertain tax positions on a quarterly basis. This evaluation is based on factors including, but not limited to, changes in facts or circumstances, changes in tax law, effectively settled issues under audit and new audit activity. Although we believe our tax estimates are reasonable, the final determination of tax audits could be materially different from our historical income tax provisions and accruals. Our effective tax rate may change from year to year based on changes in the mix of activities and income allocated or earned among various jurisdictions, tax laws in these jurisdictions, tax treaties between countries, our eligibility for benefits under those tax treaties, and the estimated values of deferred tax assets and liabilities. Such changes could result in an increase in the effective tax rate applicable to all or a portion of our income which would reduce our profitability.

We establish reserves for our potential liability for U.S. and non-U.S. taxes, including sales, occupancy and VAT, consistent with applicable accounting principles and in light of all current facts and circumstances. We also establish reserves when required relating to the collection of refunds related to value-added taxes, which are subject to audit and collection risks in various countries. Historically our right to recover certain value-added tax receivables associated with our European businesses has been questioned by tax authorities. These reserves represent our best estimate of our contingent liability for taxes. The interpretation of tax laws and the determination of any potential liability under those laws are complex, and the amount of our liability may exceed our established reserves.

We consider the undistributed capital investments in our foreign subsidiaries to be indefinitely reinvested as of June 30, 2019 and, accordingly, have not provided deferred taxes on any outside basis differences.

New tax laws, statutes, rules, regulations or ordinances could be enacted at any time and existing tax laws, statutes, rules, regulations and ordinances could be interpreted, changed, modified or applied adversely to us. These events could require us to pay additional tax amounts on a prospective or retroactive basis, as well as require us to pay fees, penalties or interest for past amounts deemed to be due. New, changed, modified or newly interpreted or applied laws could also increase our compliance, operating and other costs, as well as the costs of our products and services. For example, France has recently enacted a 3% digital services tax ("DST") on qualifying revenues, and other countries are considering implementing a similar tax. As another example, on December 22, 2017, the TCJA was signed into law. The TCJA contains significant changes to the U.S. corporate income tax system, including a reduction of the federal corporate income tax rate from 35% to 21%, a limitation of the tax deduction for interest expense to 30% of adjusted taxable income (as defined in the TCJA), base erosion provisions related to intercompany foreign payments and global low-taxed income, one-time taxation of offshore earnings at reduced rates in connection with the transition of U.S. international taxation from a worldwide tax system to a territorial tax system, elimination of U.S. tax on foreign earnings (subject to certain important exceptions), and modifying or repealing many business deductions and credits. We continue to evaluate the potential effects that the DST and the TCJA may have on our operations, cash flows and results of operations. The future impact of the DST and the TCJA, including on our global operations, is uncertain, and our business and financial condition could be adversely affected.

***We rely on the value of our brands, which may be damaged by a number of factors, some of which are out of our control.***

We believe that maintaining and expanding our portfolio of product and service brands are important aspects of our efforts to attract and expand our customer base. Our brands may be negatively impacted by, among other things, unreliable service levels from third-party providers, customers' inability to properly interface their applications with our technology, the loss or unauthorized disclosure of personal data, including PCI or PII, or other bad publicity due to litigation, regulatory concerns or otherwise relating to our business. See "—Security breaches could expose us to liability and damage our reputation and our business." Any inability to maintain or enhance awareness of our brands among our existing and target customers could negatively affect our current and future business prospects.

***We are exposed to risks associated with acquiring or divesting businesses or business operations.***

We have acquired, and, as part of our growth strategy, may in the future acquire, businesses or business operations. We may not be able to identify suitable candidates for additional business combinations and strategic investments, obtain financing on acceptable terms for such transactions, obtain necessary regulatory approvals or otherwise consummate such transactions on acceptable terms, or at all.

For example, we announced on November 14, 2018 that we have entered into an agreement to acquire Farelogix. At closing, Sabre will purchase Farelogix for \$360 million, funded by cash on hand and Revolver (as defined in Item 1. Financial Statements, Note 4. Debt ) borrowing. The acquisition is subject to customary closing conditions and regulatory approvals. Regulatory reviews are ongoing, including reviews by the DOJ, the U.K. Competitions and Market Authority and the Canadian Competition Bureau. Sabre and Farelogix may fail to secure the requisite approvals in a timely manner or on terms desired or anticipated, and the acquisition of Farelogix may not close in the anticipated time frame, if at all. The acquisition agreement contains certain customary termination rights, including the right of either party to terminate the acquisition agreement if the acquisition has not occurred by November 14, 2019. Each of Sabre and Farelogix has the right to extend this termination date to December 5, 2019 under certain circumstances.

Any acquisitions that we are able to identify and complete may also involve a number of risks, including our inability to successfully or profitably integrate, operate, maintain and manage our newly acquired operations or employees; the diversion of our management's attention from our existing business to integrate operations and personnel; possible material adverse effects on our results of operations during the integration process; becoming subject to contingent or other liabilities, including liabilities arising from events or conduct predating the acquisition that were not known to us at the time of the acquisition; and our possible inability to achieve the intended objectives of the acquisition, including the inability to achieve anticipated business or financial results, cost savings and synergies. Acquisitions may also have unanticipated tax, regulatory and accounting ramifications, including recording goodwill and nonamortizable intangible assets that are subject to impairment testing on a regular basis and potential periodic impairment charges and incurring amortization expenses related to certain intangible assets. To consummate any of these acquisitions, we may need to raise external funds through the sale of equity or the issuance of debt in the capital markets or through private placements, which may affect our liquidity and may dilute the value of our common stock. See "—We have a significant amount of indebtedness, which could adversely affect our cash flow and our ability to operate our business and to fulfill our obligations under our indebtedness."

We have also divested, and may in the future divest, businesses or business operations. Any divestitures may involve a number of risks, including the diversion of management's attention, significant costs and expenses, the loss of customer relationships and cash flow, and the disruption of the affected business or business operations. Failure to timely complete or to consummate a divestiture may negatively affect the valuation of the affected business or business operations or result in restructuring charges.

***We are involved in various legal proceedings which may cause us to incur significant fees, costs and expenses and may result in unfavorable outcomes.***

We are involved in various legal proceedings that involve claims for substantial amounts of money or which involve how we conduct our business. See Note 10. Contingencies, to our consolidated financial statements. For example, the court has entered a judgment against us as a result of the jury verdict we received in the antitrust litigation with US Airways, and we have appealed this judgment. Other parties might likewise seek to benefit from any unfavorable outcome by threatening to bring or actually bringing their own claims against us on the same or similar grounds or utilizing the litigation to seek more favorable contract terms. We are also subject to a DOJ antitrust investigation from 2011 relating to the pricing and conduct of the airline distribution industry. We received a civil investigation demand ("CID") from the DOJ and we are fully cooperating. The DOJ has also sent CIDs to other companies in the travel industry. Based on its findings in the investigation, the DOJ may (i) close the file, (ii) seek a consent decree to remedy issues it believes violate the antitrust laws, or (iii) file suit against us for violating the antitrust laws, seeking injunctive relief. In addition, the EC has opened an investigation to assess whether our and Amadeus' respective agreements with airlines and travel agents may restrict competition in breach of E.U. antitrust rules. There is no legal deadline for the EC to bring an antitrust investigation to an end, and the duration of the investigation is unknown. Depending on the outcome of any of these matters, and the scope of the outcome, the manner in which our airline distribution business is operated could be affected and could potentially force changes to the existing airline distribution business model.

The defense of these actions, as well as any of the other actions described under Note 10. Contingencies, to our consolidated financial statements or elsewhere in this Quarterly Report on Form 10-Q, and any other actions brought against us in the future, is time consuming and diverts management's attention. Even if we are ultimately successful in defending ourselves in such matters, we are likely to incur significant fees, costs and expenses as long as they are ongoing. Any of these consequences could have a material adverse effect on our business, financial condition and results of operations.

***Any failure to comply with regulations or any changes in such regulations governing our businesses could adversely affect us.***

Parts of our business operate in regulated industries and could be adversely affected by unfavorable changes in or the enactment of new laws, rules or regulations applicable to us, which could decrease demand for our products and services, increase costs or subject us to additional liabilities. Moreover, regulatory authorities have relatively broad discretion to grant, renew and revoke licenses and approvals and to implement or interpret regulations. Accordingly, these regulatory authorities could prevent or temporarily suspend us from carrying on some or all of our activities or otherwise penalize us if our practices were found not to comply with the applicable regulatory or licensing requirements or any interpretation of such requirements by the regulatory authority. Our failure to comply with any of these requirements or interpretations could have a material adverse effect on our operations.

Further, the United States has imposed economic sanctions, and could impose further sanctions in the future, that affect transactions with designated countries, including Cuba, Iran, Crimea region, North Korea and Syria, and nationals and others of those countries, and certain specifically targeted individuals and entities engaged in conduct detrimental to U.S. national security interests. These sanctions are administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and are typically known as the OFAC regulations. These regulations are extensive and complex, and they differ from one sanctions regime to another. Failure to comply with these regulations could subject us to legal and reputational consequences, including civil and criminal penalties.

We have GDS contracts with carriers that fly to Cuba, Iran, Crimea region, North Korea and Syria but are based outside of those countries and are not owned by those governments or nationals of those governments. With respect to Iran, Sudan, North Korea and Syria we believe that our activities are designed to comply with certain information and travel-related exemptions. With respect to Cuba, we have advised OFAC that customers outside the United States we display on the Sabre GDS flight information for, and support booking and ticketing of, services of non-Cuban airlines that offer service to Cuba. Based on advice of counsel, we believe these activities to fall under an exemption from OFAC regulations applicable to the transmission of information and informational materials and transactions related thereto.

We believe that our activities with respect to these countries are known to OFAC. We note, however, that OFAC regulations and related interpretive guidance are complex and subject to varying interpretations. Due to this complexity, OFAC's interpretation of its own regulations and guidance vary on a case to case basis. As a result, we cannot provide any guarantees that OFAC will not challenge any of our activities in the future, which could have a material adverse effect on our results of operations.

In Europe, GDS regulations or interpretations thereof may increase our cost of doing business or lower our revenues, limit our ability to sell marketing data, impact relationships with travel buyers, airlines, rail carriers or others, impair the enforceability of existing agreements with travel buyers and other users of our system, prohibit or limit us from offering services or products, or limit our ability to establish or change fees. Although regulations specifically governing GDSs have been lifted in the United States, they remain subject to general regulation regarding unfair trade practices by the U.S. Department of Transportation ("DOT"). In addition, continued regulation of GDSs in the E.U. and elsewhere could also create the operational challenge of supporting different products, services and business practices to conform to the different regulatory regimes. We do not currently maintain a central database of all regulatory requirements affecting our worldwide operations and, as a result, the risk of non-compliance with the laws and regulations described above is heightened. Our failure to comply with these laws and regulations may subject us to fines, penalties and potential criminal violations. Any changes to these laws or regulations or any new laws or regulations may make it more difficult for us to operate our business.

***We rely on third-party distributor partners and joint ventures to extend our GDS services to certain regions, which exposes us to risks associated with lack of direct management control and potential conflicts of interest.***

Our Travel Network business utilizes third-party distributor partners and joint ventures to extend our GDS services in EMEA and APAC. We work with these partners to establish and maintain commercial and customer service relationships with both travel suppliers and travel buyers. Since, in many cases, we do not exercise full management control over their day-to-day operations, the success of their marketing efforts and the quality of the services they provide are beyond our control. If these partners do not meet our standards for distribution, our reputation may suffer materially, and sales in those regions could decline significantly. Any interruption in these third-party services, deterioration in their performance or termination of our contractual arrangements with them could negatively impact our ability to extend our GDS services in the relevant markets. In addition, our business may be harmed due to potential conflicts of interest with our joint venture partners.

***We use open source software in our solutions that may subject our software solutions to general release or require us to re-engineer our solutions.***

We use open source software in our solutions and may use more open source software in the future. From time to time, there have been claims by companies claiming ownership of software that was previously thought to be open source and that was incorporated by other companies into their products. As a result, we could be subject to suits by parties claiming ownership of what we believe to be open source software. Some open source licenses contain requirements that we make available source code for modifications or derivative works we create based upon the open source software and that we license these modifications or derivative works under the terms of a particular open source license or other license granting third parties certain rights of further use. If we combine or, in some cases, link our proprietary software solutions with or to open source software in a certain manner, we could, under certain of the open source licenses, be required to release the source code of our proprietary software solutions or license such proprietary solutions under the terms of a particular open source license or other license granting third parties certain rights of further use. In addition to risks related to license requirements, usage of open source software can lead to greater risks than use of third-party commercial software, as open source licensors generally do not provide warranties or controls on origin of the software. In addition, open source license terms may be ambiguous and many of the risks associated with usage of open source cannot be eliminated, and could, if not properly addressed, negatively affect our business. If we were found to have inappropriately used open source software, we may be required to seek licenses from third parties in order to continue offering our software, to re-engineer our solutions, to discontinue the sale of our solutions in the event re-engineering cannot be accomplished on a timely basis or take other remedial action that may divert resources away from our development efforts, any of which could adversely affect our business, operating results and financial condition.

***Intellectual property infringement actions against us could be costly and time consuming to defend and may result in business harm if we are unsuccessful in our defense.***

Third parties may assert, including by means of counterclaims against us as a result of the assertion of our intellectual property rights, that our products, services or technology, or the operation of our business, violate their intellectual property rights. We are currently subject to such assertions, including patent infringement claims, and may be subject to such assertions in the future. These assertions may also be made against our customers who may seek indemnification from us. In the ordinary course of business, we enter into agreements that contain indemnity obligations whereby we are required to indemnify our customers against these assertions arising from our customers' usage of our products, services or technology. As the competition in our industry increases and the functionality of technology offerings further overlaps, these claims and counterclaims could become more common. We cannot be certain that we do not or will not infringe third parties' intellectual property rights.

Legal proceedings involving intellectual property rights are highly uncertain, and can involve complex legal and scientific questions. Any intellectual property claim against us, regardless of its merit, could result in significant liabilities to our business, and can be expensive and time consuming to defend. Depending on the nature of such claims, our businesses may be disrupted, our management's attention and other company resources may be diverted and we may be required to redesign, reengineer or rebrand our products and services, if feasible, to stop offering certain products and services or to enter into royalty or licensing agreements in order to obtain the rights to use necessary technologies, which may not be available on terms acceptable to us, if at all, and may result in a decrease of our competitive advantage. Our failure to prevail in such matters could result in loss of intellectual property rights, judgments awarding substantial damages, including possible treble damages and attorneys' fees, and injunctive or other equitable relief against us. If we are held liable, we may be unable to exploit some or all of our intellectual property rights or technology. Even if we are not held liable, we may choose to settle claims by making a monetary payment or by granting a license to intellectual property rights that we otherwise would not license. Further, judgments may result in loss of reputation, may force us to take costly remediation actions, delay selling our products and offering our services, reduce features or functionality in our services or products, or cease such activities altogether. Insurance may not cover or be insufficient for any such claim.

***We may not have sufficient insurance to cover our liability in pending litigation claims and future claims either due to coverage limits or as a result of insurance carriers seeking to deny coverage of such claims, which in either case could expose us to significant liabilities.***

We maintain third-party insurance coverage against various liability risks, including securities, stockholders, derivative, ERISA, and product liability claims, as well as other claims that form the basis of litigation matters pending against us. We believe these insurance programs are an effective way to protect our assets against liability risks. However, the potential liabilities associated with litigation matters pending against us, or that could arise in the future, could exceed the coverage provided by such programs. In addition, our insurance carriers have in the past sought or may in the future seek to rescind or deny coverage with respect to pending claims or lawsuits, completed investigations or pending or future investigations and other legal actions against us. If we do not have sufficient coverage under our policies, or if the insurance companies are successful in rescinding or denying coverage, we may be required to make material payments in connection with third-party claims.

***We may not be able to protect our intellectual property effectively, which may allow competitors to duplicate our products and services.***

Our success and competitiveness depend, in part, upon our technologies and other intellectual property, including our brands. Among our significant assets are our proprietary and licensed software and other proprietary information and intellectual property rights. We rely on a combination of copyright, trademark and patent laws, laws protecting trade secrets, confidentiality procedures and contractual provisions to protect these assets both in the United States and in foreign countries. The laws of some jurisdictions may provide less protection for our technologies and other intellectual property assets than the laws of the United States.

There is no certainty that our intellectual property rights will provide us with substantial protection or commercial benefit. Despite our efforts to protect our intellectual property, some of our innovations may not be protectable, and our intellectual property rights may offer insufficient protection from competition or unauthorized use, lapse or expire, be challenged, narrowed, invalidated, or misappropriated by third parties, or be deemed unenforceable or abandoned, which could have a material adverse effect on our business, financial condition and results of operations and the legal remedies available to us may not adequately compensate us. We cannot be certain that others will not independently develop, design around, or otherwise acquire equivalent or superior technology or intellectual property rights.

- While we take reasonable steps to protect our brands and trademarks, we may not be successful in maintaining or defending our brands or preventing third parties from adopting similar brands. If our competitors infringe our principal trademarks, our brands may become diluted or if our competitors introduce brands or products that cause confusion with our brands or products in the marketplace, the value that our consumers associate with our brands may become diminished, which could negatively impact revenue.
- Our patent applications may not be granted, and the patents we own could be challenged, invalidated, narrowed or circumvented by others and may not be of sufficient scope or strength to provide us with any meaningful protection or commercial advantage. Once our patents expire, or if they are invalidated, narrowed or circumvented, our competitors may be able to utilize the technology protected by our patents which may adversely affect our business.
- Although we rely on copyright laws to protect the works of authorship created by us, we do not generally register the copyrights in our copyrightable works where such registration is permitted. Copyrights of U.S. origin must be registered before the copyright owner may bring an infringement suit in the United States. Accordingly, if one of our unregistered copyrights of U.S. origin is infringed by a third party, we will need to register the copyright before we can file an infringement suit in the United States, and our remedies in any such infringement suit may be limited.
- We use reasonable efforts to protect our trade secrets. However, protecting trade secrets can be difficult and our efforts may provide inadequate protection to prevent unauthorized use, misappropriation, or disclosure of our trade secrets, know how, or other proprietary information.
- We also rely on our domain names to conduct our online businesses. While we use reasonable efforts to protect and maintain our domain names, if we fail to do so the domain names may become available to others. Further, the regulatory bodies that oversee domain name registration may change their regulations in a way that adversely affects our ability to register and use certain domain names.

We license software and other intellectual property from third parties. These licensors may breach or otherwise fail to perform their obligations, or claim that we have breached or otherwise attempt to terminate their license agreements with us. We also rely on license agreements to allow third parties to use our intellectual property rights, including our software, but there is no guarantee that our licensees will abide by the terms of our license agreements or that the terms of our agreements will always be enforceable.

In addition, policing unauthorized use of and enforcing intellectual property can be difficult and expensive. The fact that we have intellectual property rights, including registered intellectual property rights, may not guarantee success in our attempts to enforce these rights against third parties. Besides general litigation risks, changes in, or interpretations of, intellectual property laws may compromise our ability to enforce our rights. We may not be aware of infringement or misappropriation, or elect not to seek to prevent it. Our decisions may be based on a variety of factors, such as costs and benefits of taking action, and contextual business, legal, and other issues. Any inability to adequately protect our intellectual property on a cost-effective basis could harm our business.

***Defects in our products may subject us to significant warranty liabilities or product liability claims and we may have insufficient product liability insurance to pay material uninsured claims.***

Our business exposes us to the risk of product liability claims that are inherent in software development. We may inadvertently create defective software, or supply our customers with defective software or software components that we acquire from third parties, which could result in personal injury, property damage or other liabilities, and may result in warranty or product liability claims brought against us, our travel supplier customers or third parties.

Under our customer agreements, we generally must indemnify our customers for liability arising from intellectual property infringement claims with respect to our software. These indemnifications could be significant and we may not have adequate insurance coverage to protect us against all claims. The combination of our insurance coverage, cash flows and reserves may not be adequate to satisfy product liabilities we may incur in the future. Even meritless claims could subject us to adverse publicity, hinder us from securing insurance coverage in the future, require us to incur significant legal fees, decrease demand for any products that we successfully develop, divert management's attention, and force us to limit or forgo further development and commercialization of these products. The cost of any product liability litigation or other proceedings, even if resolved in our favor, could be substantial.

***We may recognize impairments on long-lived assets, including goodwill and other intangible assets, or recognize impairments on our equity method investments.***

Our consolidated balance sheet at June 30, 2019 contained goodwill and intangible assets, net totaling \$3.1 billion. Future acquisitions that result in the recognition of additional goodwill and intangible assets would cause an increase in these types of assets. We do not amortize goodwill and intangible assets that are determined to have indefinite useful lives, but we amortize definite-lived intangible assets on a straight-line basis over their useful economic lives, which range from four to thirty years, depending on classification.

We evaluate goodwill for impairment on an annual basis or earlier if impairment indicators exist and we evaluate definite-lived intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of definite-lived intangible assets used in combination to generate cash flows largely independent of other assets may not be recoverable. We record an impairment charge whenever the estimated fair value of our reporting units or of such intangible assets is less than its carrying value.

The fair values used in our impairment evaluation are estimated using a combined approach based upon discounted future cash flow projections and observed market multiples for comparable businesses. Changes in estimates based on changes in risk-adjusted discount rates, future booking and transaction volume levels, future price levels, rates of growth in our consumer and corporate direct booking businesses, rates of increase in operating expenses, cost of revenue and taxes could result in material impairment charges.

***Our pension plan obligations are currently unfunded, and we may have to make significant cash contributions to our plans, which could reduce the cash available for our business.***

Our pension plans in the aggregate are estimated to be unfunded by \$116 million as of December 31, 2018. With approximately 5,000 participants in our pension plans, we incur substantial costs relating to pension benefits, which can vary substantially as a result of changes in healthcare laws and costs, volatility in investment returns on pension plan assets and changes in discount rates used to calculate related liabilities. Our estimates of liabilities and expenses for pensions and other post-retirement healthcare benefits require the use of assumptions, including assumptions relating to the rate used to discount the future estimated liability, the rate of return on plan assets, inflation and several assumptions relating to the employee workforce (medical costs, retirement age and mortality). Actual results may differ, which may have a material adverse effect on our business, prospects, financial condition or results of operations. Future volatility and disruption in the stock markets could cause a decline in the asset values of our pension plans. In addition, a decrease in the discount rate used to determine minimum funding requirements could result in increased future contributions. If either occurs, we may need to make additional pension contributions above what is currently estimated, which could reduce the cash available for our businesses.

***We may require more cash than we generate in our operating activities, and additional funding on reasonable terms or at all may not be available.***

We cannot guarantee that our business will generate sufficient cash flow from operations to fund our capital investment requirements or other liquidity needs. Moreover, because we are a holding company with no material direct operations, we depend on loans, dividends and other payments from our subsidiaries to generate the funds necessary to meet our financial obligations. Our subsidiaries are legally distinct from us and may be prohibited or restricted from paying dividends or otherwise making funds available to us under certain conditions.

As a result, we may be required to finance our cash needs through bank loans, additional debt financing, public or private equity offerings or otherwise. Our ability to arrange financing and the cost of such financing are dependent on numerous factors, including but not limited to general economic and capital market conditions, the availability of credit from banks or other lenders, investor confidence in us, and our results of operations.

There can be no assurance that financing will be available on terms favorable to us or at all, which could force us to delay, reduce or abandon our growth strategy, increase our financing costs, or both. Additional funding from debt financings may make it more difficult for us to operate our business because a portion of our cash generated from internal operations would be used to make principal and interest payments on the indebtedness and we may be obligated to abide by restrictive covenants contained in the debt financing agreements, which may, among other things, limit our ability to make business decisions and further limit our ability to pay dividends.

In addition, any downgrade of our debt ratings by Standard & Poor's, Moody's Investor Service or similar ratings agencies, increases in general interest rate levels and credit spreads or overall weakening in the credit markets could increase our cost of capital. Furthermore, raising capital through public or private sales of equity to finance acquisitions or expansion could cause earnings or ownership dilution to your shareholding interests in our company.

***We have a significant amount of indebtedness, which could adversely affect our cash flow and our ability to operate our business and to fulfill our obligations under our indebtedness.***

We have a significant amount of indebtedness. As of June 30, 2019, we had \$3.4 billion of indebtedness outstanding in addition to \$388 million of availability under our Revolver, after taking into account the availability reduction of \$12 million for letters of credit issued under our Revolver. Our substantial level of indebtedness increases the possibility that we may not generate enough cash flow from operations to pay, when due, the principal of, interest on or other amounts due in respect of, these obligations. Other risks relating to our long-term indebtedness include:

- increased vulnerability to general adverse economic and industry conditions;
- higher interest expense if interest rates increase on our floating rate borrowings and our hedging strategies do not effectively mitigate the effects of these increases;
- need to divert a significant portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of cash to fund working capital, capital expenditures, acquisitions, investments and other general corporate purposes;
- limited ability to obtain additional financing, on terms we find acceptable, if needed, for working capital, capital expenditures, expansion plans and other investments, which may adversely affect our ability to implement our business strategy;
- limited flexibility in planning for, or reacting to, changes in our businesses and the markets in which we operate or to take advantage of market opportunities; and
- a competitive disadvantage compared to our competitors that have less debt.

In addition, it is possible that we may need to incur additional indebtedness in the future in the ordinary course of business. The terms of our Amended and Restated Credit Agreement and the indentures governing our senior secured notes due in 2023 allow us to incur additional debt subject to certain limitations. If new debt is added to current debt levels, the risks described above could intensify. In addition, our inability to maintain certain leverage ratios could result in acceleration of a portion of our debt obligations and could cause us to be in default if we are unable to repay the accelerated obligations.

***We are exposed to interest rate fluctuations.***

Our floating rate indebtedness exposes us to fluctuations in prevailing interest rates. To reduce the impact of large fluctuations in interest rates, we typically hedge a portion of our interest rate risk by entering into derivative agreements with financial institutions. Our exposure to interest rates relates primarily to our borrowings under the Amended and Restated Credit Agreement.

The derivative agreements that we use to manage the risk associated with fluctuations in interest rates may not be able to eliminate the exposure to these changes. Interest rates are sensitive to numerous factors outside of our control, such as government and central bank monetary policy in the jurisdictions in which we operate. Depending on the size of the exposures and the relative movements of interest rates, if we choose not to hedge or fail to effectively hedge our exposure, we could experience a material adverse effect on our results of operations and financial condition.

As of June 30, 2019, we had outstanding approximately \$2,359 million of variable debt that is indexed to LIBOR. In July 2017, the Financial Conduct Authority announced its intention to phase out LIBOR by the end of 2021. It is not possible to predict the effect of any changes in the methods by which LIBOR is determined or regulatory activity related to LIBOR's phaseout. Any of these developments could cause LIBOR to perform differently than in the past or cease to exist. If a published U.S. dollar LIBOR rate is unavailable, the interest rates on our debt indexed to LIBOR will be determined using various alternative methods set forth in our Amended and Restated Credit Agreement, any of which could result in interest obligations that are more than or that do not otherwise correlate over time with the payments that would have been made on this debt if U.S. dollar LIBOR were available in its current form. Any of these proposals or consequences could have a material adverse effect on our financing costs. Moreover, our interest rate swap agreements designated in a hedging relationship utilize one-month LIBOR and have maturities that extend through 2021. See Note 5. Derivatives, to our consolidated financial statements. The phaseout of the LIBOR may adversely affect our assessment of effectiveness or measurement of ineffectiveness for accounting purposes.

***We are exposed to exchange rate fluctuations.***

We conduct various operations outside the United States, primarily in APAC, Europe and Latin America. During the six months ended June 30, 2019, foreign currency operations included \$134 million of revenue and \$294 million of operating expenses, representing approximately 7% and 16% of our total revenue and operating expenses, respectively. During the year ended December 31, 2018, foreign currency operations included \$264 million of revenue and \$583 million of operating expenses, representing approximately 7% and 18% of our total revenue and operating expenses, respectively. Our most significant foreign currency operating expenses are in the Euro, representing approximately 7% and 8% of our operating expenses for the six months ended June 30, 2019 and the year ended December 31, 2018, respectively. As a result, we face exposure to movements in currency exchange rates. These exposures include but are not limited to:

- re-measurement gains and losses from changes in the value of foreign denominated assets and liabilities;
- translation gains and losses on foreign subsidiary financial results that are translated into U.S. dollars, our functional currency, upon consolidation;
- planning risk related to changes in exchange rates between the time we prepare our annual and quarterly forecasts and when actual results occur; and
- the impact of relative exchange rate movements on cross-border travel, principally travel between Europe and the United States.

Depending on the size of the exposures and the relative movements of exchange rates, if we choose not to hedge or fail to hedge effectively our exposure, we could experience a material adverse effect on our results of operations and financial condition. As we have seen in prior periods, in the event of severe volatility in exchange rates, these exposures can increase, and the impact on our results of operations and financial condition can be more pronounced. In addition, the current environment and the increasingly global nature of our business have made hedging these exposures more complex and costly.

To reduce the impact of this earnings volatility, we hedge our foreign currency exposure by entering into foreign currency forward contracts on several of our largest foreign currency exposures, including the Singaporean Dollar, the British Pound Sterling, the Polish Zloty, the Australian Dollar, the Indian Rupee, the Brazilian Real, and the Swedish Krona. Although we have increased and may continue to increase the scope, complexity and duration of our foreign exchange risk management strategy, our current or future hedging activities may not sufficiently protect us from the adverse effects of currency exchange rate movements. Moreover, we make a number of estimates in conducting hedging activities, including in some cases the level of future bookings, cancellations, refunds, customer stay patterns and payments in foreign currencies. In the event those estimates differ significantly from actual results, we could experience greater volatility as a result of our hedging activities.

***The terms of our debt covenants could limit our discretion in operating our business and any failure to comply with such covenants could result in the default of all of our debt.***

The agreements governing our indebtedness contain and the agreements governing our future indebtedness will likely contain various covenants, including those that restrict our or our subsidiaries' ability to, among other things:

- incur liens on our property, assets and revenue;
- borrow money, and guarantee or provide other support for the indebtedness of third parties;
- pay dividends or make other distributions on, redeem or repurchase our capital stock;
- prepay, redeem or repurchase certain of our indebtedness;
- enter into certain change of control transactions;
- make investments in entities that we do not control, including joint ventures;
- enter into certain asset sale transactions, including divestiture of certain company assets and divestiture of capital stock of wholly-owned subsidiaries;
- enter into certain transactions with affiliates;
- enter into secured financing arrangements;
- enter into sale and leaseback transactions;
- change our fiscal year; and
- enter into substantially different lines of business.

These covenants may limit our ability to effectively operate our businesses or maximize stockholder value. In addition, our Amended and Restated Credit Agreement requires that we meet certain financial tests, including the maintenance of a leverage ratio and a minimum net worth. Our ability to satisfy these tests may be affected by factors and events beyond our control, and we may be unable to meet such tests in the future.

Any failure to comply with the restrictions of our Amended and Restated Credit Agreement, the indentures governing our senior secured notes due 2023 or any agreement governing our other indebtedness may result in an event of default under those agreements. Such default may allow the creditors to accelerate the related debt, which may trigger cross-acceleration or cross-default provisions in other debt. In addition, lenders may be able to terminate any commitments they had made to supply us with further funds.

***Maintaining and improving our financial controls and the requirements of being a public company may strain our resources, divert management's attention and affect our ability to attract and retain qualified board members.***

As a public company, we are subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "Dodd-Frank Act") and The NASDAQ Stock Market ("NASDAQ") rules. The requirements of these rules and regulations have increased and will continue to significantly increase our legal and financial compliance costs, including costs associated with the hiring of additional personnel, making some activities more difficult, time-consuming or costly, and may also place undue strain on our personnel, systems and resources. The Exchange Act requires, among other things, that we file annual, quarterly and current reports with respect to our business and financial condition.

The Sarbanes-Oxley Act requires, among other things, that we maintain disclosure controls and procedures and internal control over financial reporting. Ensuring that we have adequate internal financial and accounting controls and procedures in place, as well as maintaining these controls and procedures, is a costly and time-consuming effort that needs to be re-evaluated frequently. Section 404 of the Sarbanes-Oxley Act ("Section 404") requires that we annually evaluate our internal control over financial reporting to enable management to report on, and our independent auditors to audit as of the end of each fiscal year the effectiveness of those controls. In connection with the Section 404 requirements, both we and our independent registered public accounting firm test our internal controls and could, as part of that documentation and testing, identify material weaknesses, significant deficiencies or other areas for further attention or improvement.

Implementing any appropriate changes to our internal controls may require specific compliance training for our directors, officers and employees, require the hiring of additional finance, accounting and other personnel, entail substantial costs to modify our existing accounting systems, and take a significant period of time to complete. These changes may not, however, be effective in maintaining the adequacy of our internal controls, and any failure to maintain that adequacy, or consequent inability to produce accurate financial statements on a timely basis, could increase our operating costs and could materially impair our ability to operate our business. Moreover, adequate internal controls are necessary for us to produce reliable financial reports and are important to help prevent fraud. As a result, our failure to satisfy the requirements of Section 404 on a timely basis could result in the loss of investor confidence in the reliability of our financial statements, which in turn could cause the market value of our common stock to decline.

Various rules and regulations applicable to public companies make it more difficult and more expensive for us to maintain directors' and officers' liability insurance, and we may be required to accept reduced coverage or incur substantially higher costs to maintain coverage. If we are unable to maintain adequate directors' and officers' liability insurance, our ability to recruit and retain qualified officers and directors, especially those directors who may be deemed independent for purposes of the NASDAQ rules, will be significantly curtailed.

***The market price of our common stock could decline due to the large number of outstanding shares of our common stock eligible for future sale.***

Sales of substantial amounts of our common stock in the public market in future offerings, or the perception that these sales could occur, could cause the market price of our common stock to decline. These sales could also make it more difficult for us to sell equity or equity-related securities in the future, at a time and price that we deem appropriate. In addition, the additional sale of our common stock by our officers or directors in the public market, or the perception that these sales may occur, could cause the market price of our common stock to decline.

We may issue shares of our common stock or other securities from time to time as consideration for, or to finance, future acquisitions and investments or for other capital needs. We cannot predict the size of future issuances of our shares or the effect, if any, that future sales and issuances of shares would have on the market price of our common stock. If any such acquisition or investment is significant, the number of shares of common stock or the number or aggregate principal amount, as the case may be, of other securities that we may issue may in turn be substantial and may result in additional dilution to our stockholders. We may also grant registration rights covering shares of our common stock or other securities that we may issue in connection with any such acquisitions and investments.

To the extent that any of us, our executive officers or directors sell, or indicate an intent to sell, substantial amounts of our common stock in the public market, the trading price of our common stock could decline significantly.

***Our ability to pay regular dividends to our stockholders is subject to the discretion of our board of directors and may be limited by our holding company structure and applicable provisions of Delaware law.***

We intend to continue to pay quarterly cash dividends on our common stock. However, our board of directors may, in its sole discretion, change the amount or frequency of dividends or discontinue the payment of dividends entirely. In addition, because we are a holding company with no material direct operations, we are dependent on loans, dividends and other payments from our operating subsidiaries to generate the funds necessary to pay dividends on our common stock. We expect to cause our subsidiaries to make distributions to us in an amount sufficient for us to pay dividends. However, their ability to make such distributions will be subject to their operating results, cash requirements and financial condition, the applicable provisions of Delaware law that may limit the amount of funds available for distribution and our ability to pay cash dividends, compliance with covenants and financial ratios related to existing or future indebtedness, including under our Amended and Restated Credit Agreement, our senior secured notes due in 2023, and other agreements with third parties. In addition, each of the companies in our corporate chain must manage its assets, liabilities and working capital in order to meet all of its cash obligations, including the payment of dividends or distributions. As a consequence of these various limitations and restrictions, we may not be able to make, or may have to reduce or eliminate, the payment of dividends on our common stock. Any change in the level of our dividends or the suspension of the payment thereof could adversely affect the market price of our common stock.

## ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The following table contains information for common shares repurchased during the second quarter of 2019:

Period 2019	Total Number of Shares Purchased (1)	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (2)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs
April 1 to April 30	966,328	\$ 21.82	966,328	\$ 311,391,423
May 1 to May 31	1,056,290	20.01	1,056,290	290,259,438
June 1 to June 30	159,629	20.53	159,629	286,981,875
Total	2,182,247		2,182,247	

(1) Represents shares repurchased in open market transactions pursuant to the Share Repurchase Program.

(2) Share repurchases were made pursuant to our multi-year Share Repurchase Program authorized by our board of directors on February 6, 2017. This program was announced on February 7, 2017 and allows for the purchase of up to \$500 million of outstanding shares of our common stock in privately negotiated transactions or in the open market, or otherwise.

## ITEM 6. EXHIBITS

The following exhibits are filed as part of this Quarterly Report on Form 10-Q.

Exhibit Number	Description of Exhibit
3.44	Fourth Amended and Restated Certificate of Incorporation of Sabre Corporation (incorporated by reference to Exhibit 3.1 of Sabre Corporation's Current Report on Form 8-K filed with the Securities and Exchange Commission on April 24, 2019).
3.55	Fifth Amended and Restated Bylaws of Sabre Corporation (incorporated by reference to Exhibit 3.2 of Sabre Corporation's Current Report on Form 8-K filed with the Securities and Exchange Commission on April 24, 2019).
10.73+	Sabre Corporation 2019 Omnibus Incentive Compensation Plan (incorporated by reference to Exhibit 10.1 of Sabre Corporation's Current Report on Form 8-K filed with the Securities and Exchange Commission on April 24, 2019).
10.74+	Sabre Corporation 2019 Director Equity Compensation Plan (incorporated by reference to Exhibit 10.2 of Sabre Corporation's Current Report on Form 8-K filed with the Securities and Exchange Commission on April 24, 2019).
10.75+*	<a href="#">Form of Executive Stock Option Grant Agreement under the Sabre Corporation 2019 Omnibus Incentive Compensation Plan.</a>
10.76+*	<a href="#">Form of Restricted Stock Unit Grant Agreement under the Sabre Corporation 2019 Omnibus Incentive Compensation Plan.</a>
10.77+*	<a href="#">Form of Non-Employee Director Restricted Stock Unit Grant Agreement under the Sabre Corporation 2019 Director Equity Compensation Plan.</a>
31.1*	<a href="#">Rule 13a-14(a) Certification of Principal Executive Officer</a>
31.2*	<a href="#">Rule 13a-14(a) Certification of Principal Financial Officer</a>
32.1*	<a href="#">Section 1350 Certification of Principal Executive Officer</a>
32.2*	<a href="#">Section 1350 Certification of Principal Financial Officer</a>
101.INS*	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH*	Inline XBRL Taxonomy Extension Schema
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase
104*	Cover Page Interactive Data File - the cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.

+ Indicates management contract or compensatory plan or arrangement.

\* Filed herewith



**SIGNATURE**

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 thereunto duly authorized.

**SABRE CORPORATION**

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(Registrant)

Date: August 1, 2019

By: /s/ Douglas E. Barnett

Douglas E. Barnett

Executive Vice President and Chief Financial Officer

(principal financial officer of the registrant)

**SABRE CORPORATION**  
**2019 OMNIBUS INCENTIVE COMPENSATION PLAN**  
**FORM OF EXECUTIVE STOCK OPTION GRANT AGREEMENT**  
*(Non-Qualified Stock Options)*

THIS AGREEMENT, including any special terms and conditions in the appendix attached hereto (the “Agreement”), is made as of this **###GRANT DATE###** between Sabre Corporation (the “Company”) and **###PARTICIPANT NAME###** (the “Participant”).

WHEREAS, the Company has adopted the Sabre Corporation 2019 Omnibus Incentive Compensation Plan (the “Plan”) to promote the interests of the Company and its stockholders by providing the employees and non-employee directors of the Company or its Subsidiaries and Affiliates, who are largely responsible for the management, growth, and protection of the business of the Company, with incentives and rewards to encourage them to continue in the service of the Company or its Subsidiaries and Affiliates;

WHEREAS, Section 7 of the Plan provides for the Grant to Participants of Non-Qualified Stock Options to purchase shares of Common Stock of the Company.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. Grant of Options. Pursuant to, and subject to, the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Participant a NON-QUALIFIED STOCK Option (the “Option”) with respect to **###NUMBER OF OPTIONS###** shares of Common Stock of the Company.
2. Grant Date. The grant date of the Options is **###GRANT DATE###** (the “Grant Date”).
3. Exercise Price; Exercisability. The exercise price of each share of Common Stock underlying the Option hereby granted is **###GRANT PRICE###** (the “Exercise Price”).
4. Vesting of Options. The Option shall become vested and exercisable as follows: 25% shall vest on the one year anniversary of the grant date, and the remainder shall vest in equal installments of 6.25% at the end of each successive three month period following the one-year anniversary, until 100% of the Options are fully vested (each such date a “Vesting Date”); provided that the Participant remains continuously employed by the Company through each applicable Vesting Date except as provided in Sections 3(c) and 3(d) hereof.
  - (a) In the event the Participant’s Employment terminates for any reason other than in respect of a Qualifying Termination following a Change in Control, such unvested Options will be immediately forfeited as of such termination of Employment.

- (b) In the event of a Qualifying Termination during the one-year period following a Change in Control, the Option shall immediately vest in full and become exercisable as of the date of such Qualifying Termination following a Change in Control.
5. Manner of Exercise. The Option shall be exercised by delivery of an electronic or physical written notice to the Secretary of the Company, or such other form as permitted by the Committee from time to time and communicated to the Participant (the "Exercise Notice"), which shall state the election to exercise the Option, specify the number of shares of Common Stock with respect to which the Option is being exercised, and such other representations and agreements as may be required by the Committee pursuant to the provisions of the Plan. The Exercise Notice shall include payment in cash for an amount equal to the Exercise Price multiplied by the number of shares of Common Stock specified in such Exercise Notice. Such payment may be made in (i) cash; or in the Committee's sole discretion, (ii) shares of Common Stock (that the Participant has owned for at least one (1) year) having a Fair Market Value equal to the Exercise Price; (iii) a combination of cash and shares provided that such shares have been held by the Participant for at least one (1) year prior to such exercise; or (iv) through a broker assisted exercise, but only to the extent such right or the utilization of such right would not cause the Option to be subject to Section 409A of the Code and to the extent the use of net-physical settlement is permitted by, and is in compliance with applicable law. The partial exercise of the Option, alone, shall not cause the expiration, termination or cancellation of the remaining portion of the Option.
6. Expiration of Options. The Participant's Option, or portion thereof, which has not become exercisable shall expire on the date the Participant's Employment is terminated for any reason. The Participant's Option(s), or any portion thereof, which have become exercisable on or before the date the Participant's Employment is terminated (or that become exercisable as a result of such termination) shall expire on the earlier of (i) the commencement of business on the date the Participant's Employment is terminated for Cause; (ii) ninety (90) days after the date the Participant's Employment is terminated for any reason other than Cause, death or Disability; (iii) one year after the date the Participant's Employment is terminated by reason of death or Disability; or (iv) the tenth (10th) anniversary of the Grant Date for such Option(s). All Options, whether vested or unvested, that have not sooner expired shall expire no later than the tenth (10th) anniversary of the Grant Date.

7. Rights as a Shareholder. The Participant shall have no rights as a stockholder of the Company with respect to any shares of Common Stock covered by or relating to the Options until the date of issuance to the Participant of a certificate or other evidence of ownership representing such shares of Common Stock in settlement thereof. For purposes of clarification, the Participant shall not have any voting or dividend rights with respect to the shares of Common Stock underlying the Options prior to the applicable Settlement Date.
8. Transferability. Subject to any exceptions set forth in the Plan, until such time as the Options are settled in accordance with Section 4, the Options or the rights represented thereby may not be sold, pledged, hypothecated, or otherwise encumbered or subject to any lien, obligation, or liability of the Participant to any party (other than the Company), or assigned or transferred by such Participant, but immediately upon such purported sale, assignment, transfer, pledge, hypothecation or other disposal of the Options will be forfeited by the Participant and all of the Participant's rights to such Options shall immediately terminate without any payment or consideration from the Company.
9. Incorporation of Plan. All terms, conditions and restrictions of the Plan are incorporated herein and made part hereof as if stated herein. If there is any conflict between the terms and conditions of the Plan and this Agreement, the terms and conditions of the Plan shall govern. All capitalized terms used and not defined herein shall have the meaning given to such terms in the Plan.
10. Taxes. The Participant acknowledges that, regardless of any action taken by the Company or, if different, the Participant's employer (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant ("Tax-Related Items"), is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Options, including, but not limited to, the grant, vesting or exercise of the Options, the subsequent sale of shares of Common Stock acquired pursuant to such exercise and the receipt of any dividends and/or dividend equivalent; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Options to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if the Participant is subject to Tax-Related Items in more than one jurisdiction, the Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the relevant taxable or tax withholding event, as applicable, the Participant agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items.

In this regard, the Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to all Tax-Related Items by withholding from proceeds of the sale of shares of Common Stock acquired at exercise of the Option either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant's behalf pursuant to this authorization) without further consent

The Company may withhold or account for Tax-Related Items by considering maximum applicable rates, in which case the Participant will receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent.

Finally, the Participant agrees to pay to the Company or the Employer, any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Common Stock or the proceeds of the sale of shares of Common Stock if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items.

11. Construction of Agreement. Any provision of this Agreement (or portion thereof) which is deemed invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction and subject to this section, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions thereof in such jurisdiction or rendering that or any other provisions of this Agreement invalid, illegal, or unenforceable in any other jurisdiction. If any covenant should be deemed invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable. No waiver of any provision or violation of this Agreement by the Company shall be implied by the Company's forbearance or failure to take action. No provision of this Agreement shall be given effect to the extent that such provision would cause any tax to become due under Section 409A of the Code.
12. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party hereto upon any breach or default of any party under this Agreement, shall impair any such right, power or remedy of such party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party or any provisions or conditions of this Agreement, shall be in writing and shall be effective only to the extent specifically set forth in such writing.

13. No Special Employment Rights; No Right to Award. Nothing contained in the Plan or any Award shall confer upon the Participant any right with respect to the continuation of his Employment by or service to the Company or the Employer or interfere in any way with the right of the Company or the Employer at any time to terminate such Employment or service or to increase or decrease the compensation of the Participant from the rate in existence at the time of the grant of the Options. The rights or opportunity granted to the Participant on the making of an Award shall not give the Participant any rights or additional rights to compensation or damages in consequence of either: (i) the Participant giving or receiving notice of termination of his or her office or Employment; (ii) the loss or termination of his or her office or Employment with the Company or its Subsidiaries or Affiliates for any reason whatsoever; or (iii) whether or not the termination (and/or giving of notice) is ultimately held to be wrongful or unfair.

14. **Data Privacy.**

- (a) *The Participant hereby acknowledges that he or she has been notified of the processing of the Participant's personal data by or on behalf of the Company, the Employer and/or any Subsidiary or Affiliates as described in this Agreement and any other Award grant materials (the "Personal Data") and, if employed by a European and/or UK affiliate of the Company, has received a Privacy Notice provided by or on behalf of the Employer explaining how his/her Personal Data has been collected and will be used including for the purposes of the grant of Awards. Where applicable for other Participants based outside Europe and/or the UK, the Participant hereby consents to the processing of his/her Personal Data as described in this Agreement and any other Award grant materials. As regards the processing of the Participant's Personal Data in connection with the Plan and this Agreement, the Participant understands that the Company is the data controller of the Participant's Personal Data (as defined under applicable European/UK data protection laws).*
- (b) **Data Processing and Legal Basis.** *The Company collects, uses and otherwise processes Personal Data about the Participant for the purposes of allocating shares of Common Stock and implementing, administering and managing the Plan. The Participant understands that this Personal Data may include, without limitation, the Participant's name, home address and telephone number, email address, date of birth, social insurance number, passport number or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company or its Subsidiaries or Affiliates, details of all Awards or any other entitlement to shares of stock or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor. The legal basis for the processing of the Participant's Personal Data is to comply with the Company's contractual obligations to the Participant and also to comply with its legal obligations as set out in the Privacy Notice. Where applicable for Participants employed outside Europe/the UK, the Participants hereby consent to the use of the Personal Data for these purposes.*

- (c) **Stock Plan Administration Service Providers.** *The Participant understands that the Company transfers the Participant's Personal Data, or parts thereof, to Morgan Stanley Smith Barney (and its affiliated companies), an independent service provider based in the United States which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Participant's Personal Data with such different service provider that serves the Company in a similar manner. The Participant understands and acknowledges that the Company's service provider will open an account for the Participant to receive and trade shares of Common Stock acquired under the Plan and that the Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of the Participant's ability to participate in the Plan.*
- (d) **International Data Transfers.** *The Participant understands that the Company and, as of the date hereof, any third parties assisting in the implementation, administration and management of the Plan, such as the Company's service providers, are based in the United States. If the Participant is located outside the United States, the Participant understands and acknowledges that the Participant's country has enacted data privacy laws that are different from the laws of the United States. The Participant acknowledges that the Personal Data may be transferred to recipients in the member states of the European Economic Area, the UK and other countries that may not be deemed to have "adequate" data protection laws, such as the United States, which has less stringent data privacy laws and protections than those in the country of the Participant's residence. Further, the Participant acknowledges and understands that the transfer of the Personal Data to the Company, or to any third parties, is necessary for the Participant's participation in the Plan. The Company's legal basis for the transfer of the Participant's Personal Data is to comply with the Company's contractual obligations to the Participant.*
- (e) **Data Retention.** *The Participant understands that the Company will use the Participant's Personal Data only as long as is necessary to implement, administer and manage the Participant's participation in the Plan, or to comply with legal or regulatory obligations, including under tax and securities laws. In the latter case, the Participant understands and acknowledges that the Company's legal basis for the processing of the Participant's Personal Data would be compliance with the relevant laws or regulations or the pursuant by the Company of respective legitimate interests not outweighed by the Participant's interests, rights or freedoms. When the Company no longer needs the Participant's Personal Data for any of the above purposes, the Participant understands the Company will remove it from its systems.*

(f) **Data Subject Rights.** *The Participant understands that data subject rights regarding the processing of Personal Data vary depending on the applicable law and that, depending on where the Participant is based and subject to the conditions set out in the applicable law, the Participant may have, without limitation, the rights to (i) inquire whether and what kind of Personal Data the Company holds about the Participant and how it is processed, and to access or request copies of such Personal Data, (ii) request the correction or supplementation of Personal Data about the Participant that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing, (iii) obtain the erasure of Personal Data no longer necessary for the purposes underlying the processing, processed based on withdrawn consent, processed for legitimate interests that, in the context of the Participant's objection, do not prove to be compelling, or processed in non-compliance with applicable legal requirements, (iv) request the Company to restrict the processing of the Participant's Personal Data in certain situations where the Participant feels its processing is inappropriate, (v) object, in certain circumstances, to the processing of Personal Data for legitimate interests, and to (vi) request portability of the Participant's Personal Data that the Participant has actively or passively provided to the Company (which does not include data derived or inferred from the collected data), where the processing of such Personal Data is based on consent or the Participant's employment and is carried out by automated means. The Participant further acknowledges that the exercise of such rights are subject to the limitations and exemptions under applicable data protection laws and that any request to restrict or delete the Personal Data may affect the Participant's ability to exercise or realize benefits from the Award, and the Participant's ability to participate in the Plan. In case of concerns, the Participant understands that the Participant may also have the right to lodge a complaint with the competent local data protection authority. To exercise these rights, the Participant may contact the Company's Data Privacy Officer.*

15. **Integration.** This Agreement, and the other documents referred to herein or delivered pursuant hereto which form a part hereof contain the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, representations, warranties, covenants or undertakings with respect to the subject matter hereof other than those expressly set forth herein and in the Plan. This Agreement, including without limitation the Plan, supersedes all prior agreements and understandings between the parties with respect to its subject matter.

16. Clawback Policy. Notwithstanding anything in the Plan to the contrary, the Company or any of its Subsidiaries or Affiliates will be entitled (i) to recoup compensation of whatever kind paid to a Participant under the Plan by the Company or any of its Subsidiaries or Affiliates at any time to the extent permitted or required by applicable law, Company policy and/or the requirements of an exchange on which the Company's shares of Common Stock are listed for trading, in each case, as in effect from time to time, and (ii) to cancel all or any portion of the Options (whether vested or unvested) and/or require repayment of any sums (including, in the case of shares of Common Stock, the value of such shares) or amounts which were received by the Participant in respect of the Options in the event the Company believes in good faith that the Participant has breached any existing protective covenants, including but not limited to confidentiality, non-solicitation, non-interference, or non-competition agreements with the Company or any of its Subsidiaries or Affiliates, and by accepting the Options pursuant to the Plan and this Agreement, Participant authorizes such clawback and agrees to comply with any Company request or demand for such recoupment.
17. Policy Against Insider Trading. By accepting this grant of Options, the Participant acknowledges that the Participant is bound by all the terms and conditions of the Company's insider trading policy as may be in effect from time to time. The Participant further acknowledges that the Participant may be subject to insider trading restrictions and/or market abuse laws based on the exchange on which the shares of Common Stock are listed and in applicable jurisdictions, including the United States, the Participant's country and the designated broker's country, which may affect the Participant's ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to shares of Common Stock (e.g., Options) or rights linked to the value of shares of Common Stock under the Plan during such times as the Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before the Participant possessed inside information. Furthermore, the Participant could be prohibited from (i) disclosing the inside information to any third party, which may include fellow employees and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policy as may be in effect from time to time. The Participant acknowledges that it is the Participant's responsibility to comply with any applicable restrictions, and the Participant should speak to his or her personal advisor on this matter.

18. Foreign Asset/Account, Exchange Control and Tax Reporting. The Participant may be subject to foreign asset/account, exchange control and/or tax reporting requirements as a result of the acquisition, holding and/or transfer of shares of Common Stock or cash (including dividends and the proceeds arising from the sale of shares of Common Stock) derived from his or her participation in the Plan, to and/or from a brokerage/bank account or legal entity located outside the Participant's country. The applicable laws of the Participant's country may require that he or she report such accounts, assets, the balances therein, the value thereof and/or the transactions related thereto to the applicable authorities in such country. The Participant acknowledges that he or she is responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting requirements and should consult his or her personal legal advisor on this matter.
19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
20. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to the provisions governing conflict of laws.
21. Venue. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award and this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Texas and agree that such litigation shall be conducted only in the courts of Tarrant County, Texas, or the federal courts for the Northern District of Texas, and no other courts where the grant of this Award is made and/or to be performed.
22. Nature of Grant. In accepting the Options, the Participant acknowledges, understands and agrees that:
  - (a) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
  - (b) the grant of the Options is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of Options, or benefits in lieu of Options, even if Options have been granted in the past;
  - (c) all decisions with respect to future Option or other grants, if any, will be at the sole discretion of the Company;
  - (d) the Participant is voluntarily participating in the Plan;

- (e) the Options and any shares of Common Stock acquired under the Plan, and the income from and value of the same, are not intended to replace any pension rights or compensation;
- (f) the Options and any shares of Common Stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;
- (g) the future value of the shares of Common Stock underlying the Options is unknown, indeterminable, and cannot be predicted with certainty;
- (h) no claim or entitlement to compensation or damages shall arise from forfeiture of the Options resulting from the termination of the Participant's Employment or other service relationship (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any);
- (i) for purposes of the Options, the Participant's Employment or service relationship will be considered terminated as of the date the Participant is no longer actively providing services to the Company, the Employer, or any of the Subsidiaries or Affiliates of the Company (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, the Participant's right to vest in the Options under the Plan, if any, will terminate as of such date and will not be extended by any notice period (*e.g.*, the Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any); the Committee shall have the exclusive discretion to determine when the Participant is no longer actively providing services for purposes of his or her Option grant (including whether the Participant may still be considered to be providing services while on a leave of absence);
- (j) unless otherwise provided in the Plan or by the Company in its discretion, the Options and the benefits evidenced by this Agreement do not create any entitlement to have the Options or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company;
- (k) unless otherwise agreed with the Company, the Options and any shares of Common Stock acquired under the Plan and the income from and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of a Subsidiary or Affiliate; and

(l) the following provisions apply only if the Participant is providing services outside the United States:

(1) the Options and the shares of Common Stock subject to the Options, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose; and

(2) neither the Company, the Employer nor any Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the Options or of any amounts due to the Participant pursuant to the settlement of the Options or the subsequent sale of any shares of Common Stock acquired upon settlement.

23. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the Participant's acquisition or sale of the underlying shares of Common Stock. The Participant should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.
24. Compliance with Law. Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company shall not be required to deliver any shares of Common Stock issuable upon vesting/settlement of the Options prior to the completion of any registration or qualification of the shares of Common Stock under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Participant understands that the Company is under no obligation to register or qualify the shares of Common Stock with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares of Common Stock. Further, the Participant agrees that the Company shall have unilateral authority to amend the Plan and the Agreement without the Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of shares of Common Stock.
25. Appendix. Notwithstanding any provisions in this Agreement, the Option grant shall be subject to any special terms and conditions set forth in any appendix to this Agreement for the Participant's country (the "Appendix"). Moreover, if the Participant relocates to one of the countries included in the Appendix, the special terms and conditions for such country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

26. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
27. Language. The Participant acknowledges that he or she proficient in the English language, or has consulted with an advisor who is sufficiently proficient, so as to allow the Participant to understand the terms and conditions of this Agreement. If the Participant has received this Agreement, or any other document related to the Options and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
28. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the Options and on any shares of Common Stock acquired upon vesting/settlement of the Options, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
29. Participant Acknowledgment. By the Participant's electronic acceptance of this Agreement, the Participant hereby acknowledges receipt of a copy of the Plan and agrees that this Award is granted under and governed by the terms and conditions of the Plan and this Agreement. The Participant further acknowledges that all decisions, determinations and interpretations of the Committee in respect of the Plan and this Agreement shall be final and conclusive. The Participant acknowledges that there may be adverse tax consequences upon vesting/settlement of the Options or disposition of the underlying shares of Common Stock and that the Participant should consult a tax advisor prior to such vesting or disposition. Finally, the Participant acknowledges that the Participant has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting this Agreement and fully understands all provisions of the Plan and this Agreement.

**APPENDIX TO  
SABRE CORPORATION  
2019 OMNIBUS INCENTIVE COMPENSATION PLAN  
GLOBAL FORM OF RESTRICTED STOCK UNIT GRANT AGREEMENT**

***Terms and Conditions***

This Appendix includes special terms and conditions that govern the Options granted to the Participant if the Participant resides in the countries listed herein. These terms and conditions are in addition to, or, if so indicated, in place of, the terms and conditions set forth in the Agreement.

*If the Participant is a citizen or resident of a country other than the one in which the Participant is currently working, transfers employment and/or residency after the Grant Date, or is considered a resident of another country for local law purposes, the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Participant.*

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement (of which this Appendix is a part) and the Plan.

**ARGENTINA**

Nature of Grant. This provision supplements Section 20 of the Agreement:

In accepting the grant of the Options, the Participant acknowledges and agrees that the grant of the Options is made by the Company (not the Employer) in its sole discretion and that the value of any Options or shares of Common Stock acquired under the Plan shall not constitute salary or wages for any purpose under Argentine labor law, including the calculation of (i) any labor benefits including, but not limited to, vacation pay, thirteenth salary, compensation in lieu of notice, annual bonus, disability, and leave of absence payments, or (ii) any termination or severance indemnities.

If, notwithstanding the foregoing, any benefits under the Plan are considered for purposes of calculating any termination or severance indemnities, the Participant acknowledges and agrees that such benefits shall not accrue more frequently than on an annual basis.

Securities Law Information. Neither the Options nor the underlying shares of Common Stock are publicly offered or listed on any stock exchange in Argentina. The offer is private and not subject to the supervision of any Argentine governmental authority.

## **AUSTRALIA**

**Australian Offer Document.** The grant of the Options is intended to comply with the provisions of the Corporations Act 2001, ASIC Regulatory Guide 49 and ASIC Class Order 14/1000. Additional details are set forth in the Offer Document distributed along with this Agreement.

**Tax Information.** Subdivision 83A-C of the Income Tax Assessment Act, 1997, applies to Options granted under the Plan, such that the Options are intended to be subject to deferred taxation.

## **AUSTRIA**

There are no country-specific provisions.

## **BARBADOS**

**Form of Settlement.** Notwithstanding Sections 1 and 4 of the Agreement, due to regulatory requirements in Barbados, the grant of the Options does not provide any right for the Participant to receive shares of Common Stock upon settlement of the Options and settlement of any Options granted hereunder will be made in the form of a cash payment payable through local payroll.

The Company reserves the right to provide the Participant with alternative methods of settlement depending on the development of local law.

## **BELGIUM**

There are no country-specific provisions.

## **BRAZIL**

**Compliance with the Law.** By accepting the Options, the Participant acknowledges his or her agreement to comply with applicable Brazilian laws and to pay any and all applicable Tax-Related Items.

**Nature of Grant.** This provision supplements Section 20 of the Agreement:

By accepting the Options, the Participant agrees that (i) the Participant is making an investment decision, (ii) shares of Common Stock will be issued to the Participant only if the vesting conditions are met and any necessary services are rendered by the Participant over the vesting period, and (iii) the value of the underlying shares of Common Stock is not fixed and may increase or decrease over the vesting and holding periods without compensation to the Participant.

## **CANADA**

**Settlement.** The following provision supplements Section 4 of the Agreement:

Notwithstanding any discretion contained in Section 7 of the Plan to the contrary, the Options shall be settled in shares of Common Stock only.

**Termination of Employment.** The following provision replaces Section 20(i) of the Agreement:

(i) in the event of a termination of the Participant's Employment or service relationship (whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), unless otherwise provided in this Agreement or determined by the Company, the Participant's right to vest in the Options under the Plan will terminate effective as of the earlier of (a) the date upon which the Participant ceases to provide services, or (b) the date upon which the Participant receives a notice of termination, and will not be extended by any notice period (*e.g.*, active services would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any); the Committee shall have the exclusive discretion to determine when the Participant is no longer actively providing services for purposes of the Option grant (including whether the Participant may still be considered to be providing services while on a leave of absence);

**Securities Law Information.** The Participant may not be permitted to sell or otherwise dispose of the shares of Common Stock acquired upon settlement of the Options within Canada. The Participant may only be permitted to sell or dispose of any shares of Common Stock acquired under the Plan if such sale or disposal takes place outside Canada on the facilities on which such shares of Common Stock are traded (*i.e.*, on the NASDAQ).

## **CHILE**

**Securities Law Information.** The offer of Options constitutes a private offering of securities in Chile effective as of the Grant Date. This offer of Options is made subject to general ruling N° 336 of the Chilean Commission for the Financial Market ("CMF"). The offer refers to securities not registered at the securities registry or at the foreign securities registry of the CMF, and, therefore, such securities are not subject to oversight of the CMF. Given that the Options are not registered in Chile, the Company is not required to provide public information about the Options or the shares of Common Stock in Chile. Unless the Options and/or the shares of Common Stock are registered with the CMF, a public offering of such securities cannot be made in Chile.

*Esta oferta de Unidades de Acciones Restringidas (“Option”) constituye una oferta privada de valores en Chile y se inicia en la Fecha de la Oferta. Esta oferta de Option se acoge a las disposiciones de la Norma de Carácter General N° 336 (“NCG 336”) de la Comisión para el Mercado Financiero de Chile (“CMF”). Esta oferta versa sobre valores no inscritos en el Registro de Valores o en el Registro de Valores Extranjeros que lleva la CMF, por lo que tales valores no están sujetos a la fiscalización de ésta. Por tratarse los Option de valores no registrados en Chile, no existe obligación por parte de la Compañía de entregar en Chile información pública respecto de los Option o sus acciones. Estos valores no podrán ser objeto de oferta pública en Chile mientras no sean inscritos en el Registro de Valores correspondiente.*

## **COLOMBIA**

**Nature of Grant.** This provision supplements Section 20 of the Agreement:

The Participant acknowledges that, pursuant to Article 128 of the Colombian Labor Code, the Options and related benefits do not constitute a component of the Participant’s “salary” for any legal purpose. Therefore, the Options and related benefits will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions and/or any other labor-related amount which may be payable.

**Securities Law Information.** The shares of Common Stock are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and, therefore, the shares of Common Stock may not be offered to the public in Colombia. Nothing in this document should be construed as the making of a public offer of securities in Colombia.

## **COSTA RICA**

There are no country-specific provisions.

## **DOMINICAN REPUBLIC**

There are no country-specific provisions.

## **ECUADOR**

There are no country-specific provisions.

## **FRANCE**

**Language Consent.** By accepting the Options, the Participant confirms having read and understood this Appendix, the Agreement and the Plan, including all terms and conditions included therein, which were provided in the English language. The Participant accepts the terms of these documents accordingly.

*En acceptant l'attribution, le Participant confirme avoir lu et compris cette Annexe, le Contrat et le Plan, incluant tous leurs termes et conditions, qui ont été transmis en langue anglaise. Le Participant accepte les dispositions de ces documents en connaissance de cause.*

## **GERMANY**

There are no country-specific provisions.

## **GREECE**

There are no country specific provisions.

## **HONG KONG**

**Form of Settlement.** Notwithstanding any discretion contained in Section 7 of the Plan or anything to the contrary in the Agreement, the Options are only payable in shares of Common Stock.

**Sale Restriction.** Shares of Common Stock received at vesting are accepted as a personal investment. In the event that the Options vest and shares of Common Stock are issued to the Participant (or the Participant's heirs) within six months of the Grant Date, the Participant (or the Participant's heirs) agree that the shares of Common Stock will not be offered to the public or otherwise disposed of prior to the six-month anniversary of the Grant Date.

**Securities Law Information.** *WARNING: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. The Participant should exercise caution in relation to the offer. If the Participant is in any doubt about any of the contents of this document, he or she should obtain independent professional advice. Neither the grant of the Options nor the issuance of shares of Common Stock upon vesting of the Options constitutes a public offering of securities under Hong Kong law and are available only to employees of the Company and its Subsidiaries and Affiliates. The Agreement, including this Appendix, the Plan and other incidental communication materials distributed in connection with the Options (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong, and (ii) are intended only for the personal use of each eligible employee of the Company or its Subsidiaries and Affiliates and may not be distributed to any other person.*

## **ICELAND**

There are no country-specific provisions.

## **INDIA**

There are no country-specific provisions.

## IRELAND

There are no country-specific provisions.

## ISRAEL

Securities Law Information. The grant of the Options does not constitute a public offering under the Securities Law, 1968.

## ITALY

Data Privacy. This provision replaces Section 12 of the Agreement in its entirety:

*Pursuant to Section 13 of the Legislative Decree no. 196/2003, the Participant understands that the Company and the Employer may hold certain personal information about the Participant, including, the Participant's name, home address and telephone number, email address, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Options or any other entitlement to shares of stock or equivalent benefits awarded, cancelled, exercised, vested, unvested or outstanding in the Participant's favor ("Data"), for the exclusive purpose of managing and administering the Plan.*

*The Participant also understands that providing the Company with the Participant's Data is necessary for the performance of the Plan and that the Participant's refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect the Participant's ability to participate in the Plan. The Controller of personal data processing is Sabre Corporation, with registered offices at 3150 Sabre Drive, Southlake, Texas 76092, United States of America, and, pursuant to Legislative Decree no. 196/2003, its representative in Italy is Sabre Italia S.r.l. with registered offices at Via Carlo Veneziani 56 cap, Rome, Italy. The Participant understands that the Participant's Data will not be publicized, but it may be transferred to Morgan Stanley Smith Barney, banks, other financial institutions or brokers and/or their agents involved in the management and administration of the Plan. The Participant further understands that the Company and/or any Subsidiary or Affiliate will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of the Participant's participation in the Plan, and that the Company and/or any Subsidiary or Affiliate may each further transfer Data to third parties assisting the Company in the implementation, administration and management of the Plan, including any requisite transfer to Morgan Stanley Smith Barney or another third party with whom the Participant may elect to deposit any shares acquired under the Plan. Such recipients may receive, possess, use, retain and transfer the Data in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan.*

*The Participant understands that these recipients may be located in the European Economic Area, or elsewhere, such as the United States. Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan, it will delete the Participant's Data as soon as it has accomplished all the necessary legal obligations connected with the management and administration of the Plan. In any event, Data will be stored only for the time needed to fulfill the purposes mentioned above.*

*The Participant understands that Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions as set forth by applicable Italian data privacy laws and regulations, with specific reference to Legislative Decree no. 196/2003.*

*The processing activity, including communication, the transfer of the Participant's Data abroad, including outside the European Economic Area, as herein specified and pursuant to applicable Italian data privacy laws and regulations, does not require the Participant's consent thereto as the processing is necessary to performance of contractual obligations related to implementation, administration and management of the Plan, which represents the legal basis for the processing. The Participant understands that, pursuant to Section 7 of the Legislative Decree no. 196/2003, the Participant has the right to, including but not limited to, access, delete, update, ask for rectification or erasure of the Participant's Data and stop, for legitimate reason, the Data processing. The Participant also understands that he or she has the right to data portability and to lodge a complaint with the Italian supervisory authority. Furthermore, the Participant is aware that the Participant's Data will not be used for direct marketing purposes. In addition, the Data provided can be reviewed and questions or complaints can be addressed by contacting the Participant's human resources department.*

Plan Document Acknowledgement. In accepting the Options, the Participant acknowledges that he or she has received a copy of the Plan and this Agreement and has reviewed the Plan and this Agreement, in their entirety and fully understands and accepts all provisions of the Plan and this Agreement.

The Participant further acknowledges that he or she has read and specifically and expressly approves the following sections of the Agreement: Sections 3, 4, 5, 8, 14, 18, 19, 20, and 24; and the Data Privacy section included in this Appendix.

#### **JAPAN**

There are no country-specific provisions.

## **KAZAKHSTAN**

**Securities Law Information.** This offer is addressed only to certain eligible employees in the form of the shares of Common Stock to be issued by the Company. Neither the Plan nor the Agreement has been approved, nor do they need to be approved, by the National Bank of Kazakhstan. This offer is intended only for the original recipient and is not for general circulation in the Republic of Kazakhstan.

## **LEBANON**

**Securities Law Information.** The Plan does not constitute the marketing or offering of securities in Lebanon pursuant to Law No. 161 (2011), the Capital Markets Law. Offerings under the Plan are being made only to eligible employees of the Company or ones of its Subsidiaries or Affiliates.

## **MEXICO**

### **Plan Document Acknowledgement**

By accepting the Options, the Participant acknowledges that he or she has received a copy of the Plan and the Agreement, including this Appendix, which the Participant has reviewed. The Participant acknowledges further that he or she accepts all the provisions of the Plan and the Agreement, including this Appendix. The Participant also acknowledges that he or she has read and specifically and expressly approves the terms and conditions set forth in Section 20 (“Nature of Grant”) in the Agreement, which clearly provides as follows:

- (1) The Participant’s participation in the Plan does not constitute an acquired right;
- (2) The Plan and the Participant’s participation in it are offered by the Company on a wholly discretionary basis;
- (3) The Participant’s participation in the Plan is voluntary; and
- (4) The Company and its Subsidiaries and Affiliates are not responsible for any decrease in the value of any shares of Common Stock acquired at vesting and settlement of the Options.

### **Labor Law Policy and Acknowledgment**

By accepting the Options, the Participant expressly recognizes that the Company, with registered offices at 3150 Sabre Drive, Southlake, Texas 76092, U.S.A., is solely responsible for the administration of the Plan and that the Participant’s participation in the Plan and acquisition of shares of Common Stock do not constitute an employment relationship between the Participant and the Company because the Participant is participating in the Plan on a wholly commercial basis and his or her sole employer is Sabre Sociedad Tecnologica S.A. de C.V. (“Sabre Mexico”), located at Boulevard Manuel Avila Camacho #40 Piso10, Colonia Lomas de Chapultepec, Distrito Federal, C.P., Mexico.

Based on the foregoing, the Participant expressly recognizes that the Plan and the benefits that he or she may derive from participating in the Plan do not establish any rights between the Participant and Sabre Mexico, and do not form part of the employment conditions and/or benefits provided by Sabre Mexico, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Participant's Employment.

The Participant further understands that his or her participation in the Plan is as a result of a unilateral and discretionary decision of the Company; therefore, the Company reserves the absolute right to amend and/or discontinue the Participant's participation at any time without any liability to the Participant.

Finally, the Participant hereby declares that he or she does not reserve to him- or herself any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and the Participant therefore grants a full and broad release to the Company, and its Subsidiaries, branches, representative offices, shareholders, directors, officers, employees, agents, or legal representatives with respect to any claim that may arise.

Reconocimiento del Documento del Plan

*Al aceptar las Unidades de Acciones Restringidas (Options, por sus siglas en inglés), el Participante reconoce que ha recibido una copia del Plan y del Acuerdo, con inclusión de este Apéndice, lo cual el Participante ha revisado. El Participante reconoce, además, que acepta todas las disposiciones del Plan y del Acuerdo, incluyendo este Apéndice. El Participante también reconoce que ha leído y que concretamente aprueba de forma expresa los términos y condiciones establecidos en la Sección 20 ("Naturaleza de la Subvención") del Acuerdo, que claramente dispone lo siguiente:*

- (1) La participación del Participante en el Plan no constituye un derecho adquirido;*
- (2) El Plan y la participación del Participante en el Plan se ofrecen por la Compañía en su discrecionalidad total;*
- (3) Que la participación del Participante en el Plan es voluntaria; y*
- (4) La Compañía y sus Filiales y Afiliadas no son responsables de ninguna disminución en el valor de las acciones adquiridas al conferir las Options.*

## Política Laboral y Reconocimiento

*Al aceptar las Options, el Participante expresamente reconoce que la Compañía, con sus oficinas registradas y ubicadas en 3150 Sabre Drive, Southlake, Texas 76092, EE.UU., es la única responsable por la administración del Plan y que la participación del Participante en el Plan y en su caso la adquisición de acciones no constituyen una relación de trabajo entre el Participante y la Compañía, ya que el Participante participa en el Plan en un marco totalmente comercial y su único patrón es Sabre Sociedad Tecnológica S.A. de C.V. (“Sabre Mexico”), ubicado en Boulevard Manuel Avila Camacho #40 Piso10, Colonia Lomas de Chapultepec, Distrito Federal, C.P., Mexico. Derivado de lo anterior, el Participante expresamente reconoce que el Plan y los beneficios que pudieran derivar de la participación en el Plan no establecen derecho alguno entre el Participante y el patrón, Sabre Mexico, y no forma parte de las condiciones de trabajo y/o las prestaciones otorgadas por Sabre Mexico, y que cualquier modificación al Plan o su terminación no constituye un cambio o desmejora de los términos y condiciones de la relación de trabajo del Participante.*

*Asimismo, el Participante reconoce que su participación en el Plan se ha resultado de una decisión unilateral y discrecional de la Compañía; por lo tanto, la Compañía se reserva el derecho absoluto de modificar y/o terminar la participación del Participante en cualquier momento y sin responsabilidad alguna frente el Participante.*

*Finalmente, el Participante por este medio declara que no se reserva ninguna derecho o acción en contra de la Compañía por cualquier compensación o daños y perjuicios en relación de las disposiciones del Plan o de los beneficios derivados del Plan, y por lo tanto, el Participante otorga el más amplio finiquito que en derecho proceda a la Compañía, y sus filiales, oficinas de representación, accionistas, directores, autoridades, empleados, agentes, o representantes legales en relación con cualquier demanda que pudiera surgir.*

### **NETHERLANDS**

There are no country-specific provisions.

### **NEW ZEALAND**

**Securities Law Information.** WARNING: This is an offer of Options which, upon vesting and settlement in accordance with the terms of the Plan and the Agreement, will be converted into shares of Common Stock. Shares of Common Stock give the Participant a stake in the ownership of Sabre Corporation. The Participant may receive a return if dividends are paid.

If Sabre Corporation runs into financial difficulties and is wound up, the Participant will be paid only after all creditors and holders of preferred shares have been paid. The Participant may lose some or all of his or her investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, the

Participant may not be given all the information usually required. The Participant will also have fewer other legal protections for this investment.

Ask questions, read all documents carefully, and seek independent financial advice before committing.

Prior to the vesting and settlement of the Options, the Participant will not have any rights of ownership (e.g., voting rights) with respect to the underlying shares of Common Stock.

No interest in any Options may be transferred (legally or beneficially), sold, pledged, hypothecated or encumbered.

The shares of Common Stock are quoted on the NASDAQ. This means that if the Participant acquires shares of Common Stock under the Plan, the Participant may be able to sell them on the NASDAQ if there are interested buyers. The Participant may get less than he or she invested. The price will depend on the demand for the shares of Common Stock.

The Participant also is hereby notified that the documents listed below are available for review on the SEC website at [www.sec.gov](http://www.sec.gov) or the library section of the Morgan Stanley Smith Barney website at [www.stockplanconnect.com](http://www.stockplanconnect.com):

1. Sabre Corporation's most recent Annual Report (Form 10-K);
2. Sabre Corporations's most recent published financial statements (Form 10-Q or 10-K) and the auditor's report on those financial statements;
3. the Plan; and
4. the Plan prospectus.

A copy of the above documents will be sent to the Participant free of charge on written request being mailed to: Sabre Equity, Sabre Corporation, 3150 Sabre Drive, Southlake, Texas 76092, United States of America.

## **PERU**

Labor Law Acknowledgement. The following provision supplements Section 20 of the Agreement:

By accepting the Options, the Participant acknowledges, understands and agrees that the Options are being granted ex gratia to the Employee with the purpose of rewarding him or her.

Securities Law Information. The offer of the Options is considered a private offering in Peru and is therefore not subject to registration in Peru. For more information concerning this offer, please refer to the Plan, the Agreement and any other grant documents made available by the Company. For more information regarding the Company, please refer to the Company's most recent annual report on Form 10-K and quarterly report on Form 10-Q available at [WWW.SEC.GOV](http://WWW.SEC.GOV).

## **POLAND**

There are no country-specific provisions.

## **PORTUGAL**

**Language Consent.** The Participant hereby expressly declares that he or she has full knowledge of the English language and has read, understood and freely accepted and agreed with the terms and conditions established in the Plan and the Agreement.

**Conhecimento da Língua.** *Pela presente, o Participante declara expressamente que tem pleno conhecimento da língua inglesa e que leu, compreendeu e livremente aceitou e concordou com os termos e condições estabelecidas no Plano e no Acordo.*

## **RUSSIA**

**Sale Restriction.** The Participant agrees that the Company is authorized, at its discretion, to instruct its designated U.S. broker to assist with the sale of the Participant's shares of Common Stock issued upon the settlement of the Options (on the Participant's behalf pursuant to this authorization) should the Company determine that such sale is necessary or advisable under local law. The Participant expressly authorizes the Company's designated U.S. broker to complete the sale of such shares of Common Stock and acknowledges that the Company's designated U.S. broker is under no obligation to arrange for the sale of the shares of Common Stock at any particular price. Upon the sale of the shares of Common Stock, the Company agrees to pay the Participant the cash proceeds from the sale of the shares of Common Stock, less any brokerage fees, commissions or Tax-Related Items.

**U.S. Transaction.** The Participant understands that his or her acceptance of the grant of Options results in a contract between the Participant and the Company completed in the United States and that the Agreement is governed by the laws of the State of Delaware, without giving effect to the conflict of law principles thereof.

**Data Privacy.** The following provision supplements Section 12 of the Agreement and to the extent inconsistent, the below language for Russia supersedes Section 12 of the Agreement:

The Participant understands and agrees that the Company may require the Participant to complete and return a Consent to Processing of Personal Data form (the "Consent") to the Company. If a Consent is required by the Company but the Participant fails to provide such Consent to the Company, the Participant understands and agrees that the Company will not be able to administer or maintain the Options or any other Awards. Therefore, the Participant understands that refusing to complete any required Consent or withdrawing his or her consent may affect the Participant's ability to participate in the Plan. For more information on any required Consent or withdrawal of consent, the Participant understands he or she may contact the U.S. human resources representative.

**Securities Law Information.** The Employer is not in any way involved in the offer of Options or administration of the Plan. These materials do not constitute advertising or an offering of securities in Russia, nor do they constitute placement of the shares of Common Stock in Russia. Any shares of Common Stock issued pursuant to the Options shall be delivered to the Participant through a brokerage account in the U.S. The Participant may hold shares of Common Stock in

the Participant's brokerage account in the US; however, in no event will shares of Common Stock issued to the Participant and/or share certificates or other instruments be delivered to the Participant in Russia. The issuance of shares of Common Stock pursuant to the Options described herein has not and will not be registered in Russia and hence, the shares of Common Stock described herein may not be admitted or used for offering, placement or public circulation in Russia. Accordingly, the Participant is not permitted to make any public advertising or announcements regarding the Options or shares of Common Stock in Russia, or promote these shares of Common Stock to other Russian legal entities or individuals, and the Participant is not permitted to sell or otherwise dispose of shares of Common Stock directly to other Russian legal entities or individuals. The Participant is permitted to sell shares of Common Stock only on the NASDAQ and only through a U.S. broker.

## **SINGAPORE**

**Restrictions on Sale and Transferability.** The Participant hereby agrees that any shares of Common Stock acquired pursuant to the Options will not be offered for sale in Singapore prior to the six-month anniversary of the Grant Date, unless such sale or offer is made pursuant to the exemption under Part XIII Division I Subdivision (4) (other than section 280) of the Securities and Futures Act (Chap. 289, 2006 Ed.) ("SFA").

**Securities Law Information.** The grant of the Options is being made in reliance on section 273(1)(f) of the SFA, on which basis it is exempt from the prospectus and registration requirements under the SFA, and is not made to the Participant with a view to the Options or underlying shares of Common Stock being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

## **SOUTH AFRICA**

**Responsibility for Taxes.** The following provision supplements Section 8 of the Agreement:

By accepting the Options, the Participant agrees to immediately notify the Employer of the amount of any gain realized upon vesting of the Options. If the Participant does not inform the Employer of the sale, transfer or other disposition of shares of Common Stock acquired under the Plan and the Employer is subject to penalties or interest as a result of not being able to withhold Tax-Related Items, the Employer may recover any such penalty and interest amounts from the Participant. In addition, if the Participant fails to advise the Employer of the gain realized upon vesting of the Options, then he or she may be liable for a fine. The Participant will be responsible for paying the difference between the actual Tax-Related Items liability and the amount withheld.

**Securities Law Information.** Neither the Options nor the underlying shares of Common Stock shall be publicly offered or listed on any stock exchange in South Africa. The offer is intended to be private pursuant to Section 96(1)(g)(ii) of the Companies Act, 71 of 2008 and is not subject to the supervision of any South African governmental authority.

## **SPAIN**

Nature of Grant. The following section supplements Section 20 of the Agreement:

In accepting the grant of the Options, the Participant acknowledges that he or she consents to participation in the Plan and has received a copy of the Plan.

The Participant understands that the Company, in its sole discretion, has unilaterally and gratuitously decided to grant the Options under the Plan to individuals who may be employees of the Company or a Subsidiary or Affiliate throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any Subsidiary or Affiliate over and above the specific terms provided in the Plan and Agreement. Consequently, the Participant understands that the Options are granted on the assumption and condition that the Options and the shares of Common Stock issued upon settlement shall not become a part of any employment contract (either with the Company or any Subsidiary or Affiliate) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever.

Further, the Participant understands and agrees that, unless otherwise expressly provided for by the Company or set forth in the Agreement, the Options will be cancelled without entitlement to any shares of Common Stock if the Participant ceases to be a Participant for any reason, including, but not limited to: resignation, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (*i.e.*, subject to a “*despido improcedente*”), material modification of the terms of employment under Article 41 of the Workers’ Statute, relocation under Article 40 of the Workers’ Statute, Article 50 of the Workers’ Statute, or under Article 10.3 of Royal Decree 1382/1985. The Company, in its sole discretion, shall determine the date when the Participant’s status as a Participant has terminated for purposes of the Options.

In addition, the Participant understands that this grant would not be made to the Participant but for the assumptions and conditions referred to above; thus, the Participant acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of, or right to, the Options shall be null and void.

Securities Law Information. No “offer of securities to the public,” as defined under Spanish law, has taken place or will take place in the Spanish territory with respect to the Options. No public offering prospectus has been, nor will it be registered with the Comisión Nacional del Mercado de Valores (Spanish Securities Exchange Commission) (“**CNMV**”). Neither the Plan nor the Agreement constitute a public offering prospectus and they have not been, nor will they be, registered with the CNMV.

## **SWEDEN**

There are no country-specific provisions.

## **SWITZERLAND**

**Securities Law Information.** The offering of the Plan is considered a private offering in Switzerland; therefore, it is not subject to registration in Switzerland. Neither this document nor any other materials relating to the Plan (i) constitutes a prospectus as such term is understood pursuant to article 652a of the Swiss Code of Obligations, (ii) may be publicly distributed nor otherwise made publicly available in Switzerland, or (iii) have been or will be filed with, approved or supervised by any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority.

## **THAILAND**

There are no country-specific provisions.

## **UNITED ARAB EMIRATES**

**Securities Law Information.** The Agreement and the Plan and other incidental communication materials concerning the Options are intended for distribution only to employees of the Company or its Subsidiaries or Affiliates. The Dubai Technology and Media Free Zone Authority, Emirates Securities and Commodities Authority and/or the Central Bank has no responsibility for reviewing or verifying any documents in connection with the Options. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved these communications nor taken steps to verify the information set out in them, and have no responsibility for them.

Further, the shares of Common Stock underlying the Options may be illiquid and/or subject to restrictions on their resale. The Participant should conduct his or her own due diligence on the Options and the shares of Common Stock. If the Participant is in any doubt about any of the contents of the grant or other incidental documents, the Participant should obtain independent professional advice.

## **UNITED KINGDOM**

**Taxes.** Without limitation to Section 8 of the Agreement, the Participant agrees that the Participant is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items as and when requested by the Company or the Employer or by Her Majesty's Revenue and Customs ("HMRC") (or any other tax authority or any other relevant authority). The Participant also agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC on the Participant's behalf (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if the Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply. In such case, if the amount of any income tax due is not collected from or paid by the Participant within 90 days of the end of the UK tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected income tax may constitute a benefit to the Participant on which additional income tax and national insurance contributions (“NICs”) may be payable. The Participant acknowledges that he or she will be responsible for reporting any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or the Employer (as applicable) for the value of any employee NICs due on this additional benefit, which the Company and/or the Employer may recover from the Participant by any of the means referred to in Section 8 of the Agreement.

#### **URUGUAY**

There are no country-specific provisions.

**SABRE CORPORATION**  
**2019 OMNIBUS INCENTIVE COMPENSATION PLAN**  
**FORM OF RESTRICTED STOCK UNIT GRANT AGREEMENT**

THIS AGREEMENT, including any special terms and conditions in the appendix attached hereto (the “Agreement”), is made as of this ###GRANT DATE### between Sabre Corporation (the “Company”) and ###PARTICIPANT NAME### (the “Participant”).

WHEREAS, the Company has adopted the Sabre Corporation 2019 Omnibus Incentive Compensation Plan (the “Plan”) to promote the interests of the Company and its stockholders by providing the employees and non-employee directors of the Company or its Subsidiaries and Affiliates, who are largely responsible for the management, growth, and protection of the business of the Company, with incentives and rewards to encourage them to continue in the service of the Company or its Subsidiaries and Affiliates;

WHEREAS, Section 7 of the Plan provides for the Grant to Participants of Other Stock-Based Awards, including restricted stock units (“RSUs”).

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. Grant of RSUs. Pursuant to, and subject to, the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Participant **###NUMBER OF RSUS###** RSUs. Each RSU granted hereunder represents the right to receive one share of the Company's Common Stock on the Settlement Date (as defined herein), upon the terms and subject to the conditions (including the vesting conditions) set forth in this Agreement and the Plan.
2. Grant Date. The grant date of the RSUs is **###GRANT DATE###** (the "Grant Date").
3. Vesting of RSUs.
  - (a) The RSUs shall vest per the vesting schedule below (each, a "Vesting Date"); provided that the Participant remains continuously employed by the Company through the applicable Vesting Date except as provided in Section 3(c):

**###VESTING SCHEDULE###**

- (b) In the event the Participant's Employment terminates prior to a Vesting Date for any reason other than a Qualifying Termination following a Change in Control, any unvested RSUs will be immediately forfeited as of the date of such termination of Employment.
    - (c) In the event the RSUs are assumed in connection with a Change in Control and the Participant's Employment terminates by reason of a Qualifying Termination during the one-year period following a Change in Control, all unvested RSUs will immediately vest on the date of such Qualifying Termination.
4. Settlement. Settlement of any RSUs granted hereunder will be made in the form of shares of Common Stock no later than thirty (30) days following the applicable Vesting Date or, in the event of a Qualifying Termination, the date the Qualifying Termination, occurs (each such date, a "Settlement Date"). For purposes of clarification, if the Participant's Employment terminates after the applicable Vesting Date of any RSUs but prior to the Settlement Date of such RSUs (including as a result of a Qualifying Termination following a Change in Control), such RSUs will remain vested and be subject to settlement by the Company. Notwithstanding the foregoing, for purposes of complying with Code Section 409A, if the RSUs are considered deferred compensation under Code Section 409A ("Deferred Compensation"), the Participant is a U.S. taxpayer and the shares of Common Stock are to be settled by reference to the termination of the Participant's Employment, the RSUs shall not be settled until the Participant experiences a "separation from service" within the meaning of Code Section 409A. In addition, if the foregoing sentence applies and the Participant is a "specified employee," within the meaning of Code Section 409A, on the date the Participant experiences a separation from service, then the RSUs shall be settled on the first business day of the seventh month following the Participant's separation from service, or, if earlier, on the date of the Participant's death, to the extent such delayed payment is required in order to avoid a prohibited distribution under Code Section 409A.

5. Rights as a Shareholder. The Participant shall have no rights as a stockholder of the Company with respect to any shares of Common Stock covered by or relating to the RSUs until the date of issuance to the Participant of a certificate or other evidence of ownership representing such shares of Common Stock in settlement thereof. For purposes of clarification, the Participant shall not have any voting or dividend rights with respect to the shares of Common Stock underlying the RSUs prior to the applicable Settlement Date.
6. Transferability. Subject to any exceptions set forth in the Plan, until such time as the RSUs are settled in accordance with Section 4, the RSUs or the rights represented thereby may not be sold, pledged, hypothecated, or otherwise encumbered or subject to any lien, obligation, or liability of the Participant to any party (other than the Company), or assigned or transferred by such Participant, but immediately upon such purported sale, assignment, transfer, pledge, hypothecation or other disposal of the RSUs will be forfeited by the Participant and all of the Participant's rights to such RSUs shall immediately terminate without any payment or consideration from the Company.
7. Incorporation of Plan. All terms, conditions and restrictions of the Plan are incorporated herein and made part hereof as if stated herein. If there is any conflict between the terms and conditions of the Plan and this Agreement, the terms and conditions of the Plan shall govern. All capitalized terms used and not defined herein shall have the meaning given to such terms in the Plan.
8. Taxes. The Participant acknowledges that, regardless of any action taken by the Company or, if different, the Participant's employer (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant ("Tax-Related Items"), is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant, vesting or settlement of the RSUs, the subsequent sale of shares of Common Stock acquired pursuant to such settlement and the receipt of any dividends and/or dividend equivalent; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if the Participant is subject to Tax-Related Items in more than one jurisdiction, the Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the relevant taxable or tax withholding event, as applicable, the Participant agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to all Tax-Related Items by one or a combination of the following: (a) withholding from the Participant's wages or other cash compensation paid to the Participant by the Company and/or the Employer; or (b) withholding from proceeds of the sale of shares of Common Stock acquired upon vesting/settlement of the RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant's behalf pursuant to this authorization); or (c) withholding in shares of Common Stock to be issued upon settlement of the RSUs, provided, however that if the Participant is a Section 16 officer of the Company under the Exchange Act, then the Company will withhold shares of Common Stock to be issued upon settlement of the RSUs upon the relevant taxable or tax withholding event, as applicable, unless the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) establishes a different method of withholding from alternatives (a) or (b).

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates, including maximum applicable rates in the Participant's jurisdiction, in which case the Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent in Common Stock. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, the Participant is deemed to have been issued the full number of shares of Common Stock subject to the vested RSUs, notwithstanding that a number of the shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items.

Finally, the Participant agrees to pay to the Company or the Employer, any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Common Stock or the proceeds of the sale of shares of Common Stock if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items.

9. Construction of Agreement. Any provision of this Agreement (or portion thereof) which is deemed invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction and subject to this section, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions thereof in such jurisdiction or rendering that or any other provisions of this Agreement invalid, illegal, or unenforceable in any other jurisdiction. If any covenant should be deemed invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable. No waiver of any provision or violation of this Agreement by the Company shall be implied by the Company's forbearance or failure to take action. No provision of this Agreement shall be given effect to the extent that such provision would cause any tax to become due under Section 409A of the Code.
10. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party hereto upon any breach or default of any party under this Agreement, shall impair any such right, power or remedy of such party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party or any provisions or conditions of this Agreement, shall be in writing and shall be effective only to the extent specifically set forth in such writing.
11. No Special Employment Rights; No Right to Award. Nothing contained in the Plan or any Award shall confer upon the Participant any right with respect to the continuation of his Employment by or service to the Company or the Employer or interfere in any way with the right of the Company or the Employer at any time to terminate such Employment or service or to increase or decrease the compensation of the Participant from the rate in existence at the time of the grant of the RSUs. The rights or opportunity granted to the Participant on the making of an Award shall not give the Participant any rights or additional rights to compensation or damages in consequence of either: (i) the Participant giving or receiving notice of termination of his or her office or Employment; (ii) the loss or termination of his or her office or Employment with the Company or its Subsidiaries or Affiliates for any reason whatsoever; or (iii) whether or not the termination (and/or giving of notice) is ultimately held to be wrongful or unfair.

12. **Data Privacy.**

- (a) *The Participant hereby acknowledges that he or she has been notified of the processing of the Participant's personal data by or on behalf of the Company, the Employer and/or any Subsidiary or Affiliates as described in this Agreement and any other Award grant materials (the "Personal Data") and, if employed by a European and/or UK affiliate of the Company, has received a Privacy Notice provided by or on behalf of the Employer explaining how his/her Personal Data has been collected and will be used including for the purposes of the grant of Awards. Where applicable for other Participants based outside Europe and/or the UK, the Participant hereby consents to the processing of his/her Personal Data as described in this Agreement and any other Award grant materials. As regards the processing of the Participant's Personal Data in connection with the Plan and this Agreement, the Participant understands that the Company is the data controller of the Participant's Personal Data (as defined under applicable European/UK data protection laws).*
- (b) **Data Processing and Legal Basis.** *The Company collects, uses and otherwise processes Personal Data about the Participant for the purposes of allocating shares of Common Stock and implementing, administering and managing the Plan. The Participant understands that this Personal Data may include, without limitation, the Participant's name, home address and telephone number, email address, date of birth, social insurance number, passport number or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company or its Subsidiaries or Affiliates, details of all Awards or any other entitlement to shares of stock or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor. The legal basis for the processing of the Participant's Personal Data is to comply with the Company's contractual obligations to the Participant and also to comply with its legal obligations as set out in the Privacy Notice. Where applicable for Participants employed outside Europe/the UK, the Participants hereby consent to the use of the Personal Data for these purposes.*

- (c) **Stock Plan Administration Service Providers.** *The Participant understands that the Company transfers the Participant's Personal Data, or parts thereof, to Morgan Stanley Smith Barney (and its affiliated companies), an independent service provider based in the United States which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Participant's Personal Data with such different service provider that serves the Company in a similar manner. The Participant understands and acknowledges that the Company's service provider will open an account for the Participant to receive and trade shares of Common Stock acquired under the Plan and that the Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of the Participant's ability to participate in the Plan.*
- (d) **International Data Transfers.** *The Participant understands that the Company and, as of the date hereof, any third parties assisting in the implementation, administration and management of the Plan, such as the Company's service providers, are based in the United States. If the Participant is located outside the United States, the Participant understands and acknowledges that the Participant's country has enacted data privacy laws that are different from the laws of the United States. The Participant acknowledges that the Personal Data may be transferred to recipients in the member states of the European Economic Area, the UK and other countries that may not be deemed to have "adequate" data protection laws, such as the United States, which has less stringent data privacy laws and protections than those in the country of the Participant's residence. Further, the Participant acknowledges and understands that the transfer of the Personal Data to the Company, or to any third parties, is necessary for the Participant's participation in the Plan. The Company's legal basis for the transfer of the Participant's Personal Data is to comply with the Company's contractual obligations to the Participant.*
- (e) **Data Retention.** *The Participant understands that the Company will use the Participant's Personal Data only as long as is necessary to implement, administer and manage the Participant's participation in the Plan, or to comply with legal or regulatory obligations, including under tax and securities laws. In the latter case, the Participant understands and acknowledges that the Company's legal basis for the processing of the Participant's Personal Data would be compliance with the relevant laws or regulations or the pursuit by the Company of respective legitimate interests not outweighed by the Participant's interests, rights or freedoms. When the Company no longer needs the Participant's Personal Data for any of the above purposes, the Participant understands the Company will remove it from its systems.*

(f) **Data Subject Rights.** *The Participant understands that data subject rights regarding the processing of Personal Data vary depending on the applicable law and that, depending on where the Participant is based and subject to the conditions set out in the applicable law, the Participant may have, without limitation, the rights to (i) inquire whether and what kind of Personal Data the Company holds about the Participant and how it is processed, and to access or request copies of such Personal Data, (ii) request the correction or supplementation of Personal Data about the Participant that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing, (iii) obtain the erasure of Personal Data no longer necessary for the purposes underlying the processing, processed based on withdrawn consent, processed for legitimate interests that, in the context of the Participant's objection, do not prove to be compelling, or processed in non-compliance with applicable legal requirements, (iv) request the Company to restrict the processing of the Participant's Personal Data in certain situations where the Participant feels its processing is inappropriate, (v) object, in certain circumstances, to the processing of Personal Data for legitimate interests, and to (vi) request portability of the Participant's Personal Data that the Participant has actively or passively provided to the Company (which does not include data derived or inferred from the collected data), where the processing of such Personal Data is based on consent or the Participant's employment and is carried out by automated means. The Participant further acknowledges that the exercise of such rights are subject to the limitations and exemptions under applicable data protection laws and that any request to restrict or delete the Personal Data may affect the Participant's ability to exercise or realize benefits from the Award, and the Participant's ability to participate in the Plan. In case of concerns, the Participant understands that the Participant may also have the right to lodge a complaint with the competent local data protection authority. To exercise these rights, the Participant may contact the Company's Data Privacy Officer.*

13. **Integration.** This Agreement, and the other documents referred to herein or delivered pursuant hereto which form a part hereof contain the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, representations, warranties, covenants or undertakings with respect to the subject matter hereof other than those expressly set forth herein and in the Plan. This Agreement, including without limitation the Plan, supersedes all prior agreements and understandings between the parties with respect to its subject matter.

14. Clawback Policy. Notwithstanding anything in the Plan to the contrary, the Company or any of its Subsidiaries or Affiliates will be entitled (i) to recoup compensation of whatever kind paid to a Participant under the Plan by the Company or any of its Subsidiaries or Affiliates at any time to the extent permitted or required by applicable law, Company policy and/or the requirements of an exchange on which the Company's shares of Common Stock are listed for trading, in each case, as in effect from time to time, and (ii) to cancel all or any portion of the RSUs (whether vested or unvested) and/or require repayment of any sums (including, in the case of shares of Common Stock, the value of such shares) or amounts which were received by the Participant in respect of the RSUs in the event the Company believes in good faith that the Participant has breached any existing protective covenants, including but not limited to confidentiality, non-solicitation, non-interference, or non-competition agreements with the Company or any of its Subsidiaries or Affiliates, and by accepting the RSUs pursuant to the Plan and this Agreement, Participant authorizes such clawback and agrees to comply with any Company request or demand for such recoupment.

15. Policy Against Insider Trading. By accepting this grant of RSUs, the Participant acknowledges that the Participant is bound by all the terms and conditions of the Company's insider trading policy as may be in effect from time to time. The Participant further acknowledges that the Participant may be subject to insider trading restrictions and/or market abuse laws based on the exchange on which the shares of Common Stock are listed and in applicable jurisdictions, including the United States, the Participant's country and the designated broker's country, which may affect the Participant's ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to shares of Common Stock (*e.g.*, RSUs) or rights linked to the value of shares of Common Stock under the Plan during such times as the Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before the Participant possessed inside information. Furthermore, the Participant could be prohibited from (i) disclosing the inside information to any third party, which may include fellow employees and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policy as may be in effect from time to time. The Participant acknowledges that it is the Participant's responsibility to comply with any applicable restrictions, and the Participant should speak to his or her personal advisor on this matter.

16. Foreign Asset/Account, Exchange Control and Tax Reporting. The Participant may be subject to foreign asset/account, exchange control and/or tax reporting requirements as a result of the acquisition, holding and/or transfer of shares of Common Stock or cash (including dividends and the proceeds arising from the sale of shares of Common Stock) derived from his or her participation in the Plan, to and/or from a brokerage/bank account or legal entity located outside the Participant's country. The applicable laws of the Participant's country may require that he or she report such accounts, assets, the balances therein, the value thereof and/or the transactions related thereto to the applicable authorities in such country. The Participant acknowledges that he or she is responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting requirements and should consult his or her personal legal advisor on this matter.
17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
18. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to the provisions governing conflict of laws.
19. Venue. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award and this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Texas and agree that such litigation shall be conducted only in the courts of Tarrant County, Texas, or the federal courts for the Northern District of Texas, and no other courts where the grant of this Award is made and/or to be performed.
20. Nature of Grant. In accepting the RSUs, the Participant acknowledges, understands and agrees that:
  - (a) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
  - (b) the grant of the RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past;
  - (c) all decisions with respect to future RSU or other grants, if any, will be at the sole discretion of the Company;
  - (d) the Participant is voluntarily participating in the Plan;

- (e) the RSUs and any shares of Common Stock acquired under the Plan, and the income from and value of the same, are not intended to replace any pension rights or compensation;
- (f) the RSUs and any shares of Common Stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;
- (g) the future value of the shares of Common Stock underlying the RSUs is unknown, indeterminable, and cannot be predicted with certainty;
- (h) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from the termination of the Participant's Employment or other service relationship (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any);
- (i) for purposes of the RSUs, the Participant's Employment or service relationship will be considered terminated as of the date the Participant is no longer actively providing services to the Company, the Employer, or any of the Subsidiaries or Affiliates of the Company (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, the Participant's right to vest in the RSUs under the Plan, if any, will terminate as of such date and will not be extended by any notice period (*e.g.*, the Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any); the Committee shall have the exclusive discretion to determine when the Participant is no longer actively providing services for purposes of his or her RSU grant (including whether the Participant may still be considered to be providing services while on a leave of absence);
- (j) unless otherwise provided in the Plan or by the Company in its discretion, the RSUs and the benefits evidenced by this Agreement do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company;
- (k) unless otherwise agreed with the Company, the RSUs and any shares of Common Stock acquired under the Plan and the income from and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of a Subsidiary or Affiliate; and

(l) the following provisions apply only if the Participant is providing services outside the United States:

(1) the RSUs and the shares of Common Stock subject to the RSUs, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose; and

(2) neither the Company, the Employer nor any Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the settlement of the RSUs or the subsequent sale of any shares of Common Stock acquired upon settlement.

21. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the Participant's acquisition or sale of the underlying shares of Common Stock. The Participant should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.
22. Compliance with Law. Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company shall not be required to deliver any shares of Common Stock issuable upon vesting/settlement of the RSUs prior to the completion of any registration or qualification of the shares of Common Stock under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Participant understands that the Company is under no obligation to register or qualify the shares of Common Stock with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares of Common Stock. Further, the Participant agrees that the Company shall have unilateral authority to amend the Plan and the Agreement without the Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of shares of Common Stock.
23. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

24. Language. The Participant acknowledges that he or she proficient in the English language, or has consulted with an advisor who is sufficiently proficient, so as to allow the Participant to understand the terms and conditions of this Agreement. If the Participant has received this Agreement, or any other document related to the RSUs and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
25. Appendix. Notwithstanding any provisions in this Agreement, the RSU grant shall be subject to any special terms and conditions set forth in any appendix to this Agreement for the Participant's country (the "Appendix"). Moreover, if the Participant relocates to one of the countries included in the Appendix, the special terms and conditions for such country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.
26. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the RSUs and on any shares of Common Stock acquired upon vesting/settlement of the RSUs, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
27. Participant Acknowledgment. By the Participant's electronic acceptance of this Agreement, the Participant hereby acknowledges receipt of a copy of the Plan and agrees that this Award is granted under and governed by the terms and conditions of the Plan and this Agreement. The Participant further acknowledges that all decisions, determinations and interpretations of the Committee in respect of the Plan and this Agreement shall be final and conclusive. The Participant acknowledges that there may be adverse tax consequences upon vesting/settlement of the RSUs or disposition of the underlying shares of Common Stock and that the Participant should consult a tax advisor prior to such vesting or disposition. Finally, the Participant acknowledges that the Participant has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting this Agreement and fully understands all provisions of the Plan and this Agreement.

**APPENDIX TO  
SABRE CORPORATION  
2019 OMNIBUS INCENTIVE COMPENSATION PLAN  
GLOBAL FORM OF RESTRICTED STOCK UNIT GRANT AGREEMENT**

***Terms and Conditions***

This Appendix includes special terms and conditions that govern the RSUs granted to the Participant if the Participant resides in the countries listed herein. These terms and conditions are in addition to, or, if so indicated, in place of, the terms and conditions set forth in the Agreement.

*If the Participant is a citizen or resident of a country other than the one in which the Participant is currently working, transfers employment and/or residency after the Grant Date, or is considered a resident of another country for local law purposes, the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Participant.*

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement (of which this Appendix is a part) and the Plan.

**ARGENTINA**

Nature of Grant. This provision supplements Section 20 of the Agreement:

In accepting the grant of the RSUs, the Participant acknowledges and agrees that the grant of the RSUs is made by the Company (not the Employer) in its sole discretion and that the value of any RSUs or shares of Common Stock acquired under the Plan shall not constitute salary or wages for any purpose under Argentine labor law, including the calculation of (i) any labor benefits including, but not limited to, vacation pay, thirteenth salary, compensation in lieu of notice, annual bonus, disability, and leave of absence payments, or (ii) any termination or severance indemnities.

If, notwithstanding the foregoing, any benefits under the Plan are considered for purposes of calculating any termination or severance indemnities, the Participant acknowledges and agrees that such benefits shall not accrue more frequently than on an annual basis.

Securities Law Information. Neither the RSUs nor the underlying shares of Common Stock are publicly offered or listed on any stock exchange in Argentina. In addition, neither this nor any other offering material related to the RSUs, nor the underlying shares of Common Stock, may be utilized in connection with any general offering to the public in Argentina. Argentine residents who acquire RSUs under the Plan do so according to the terms of a private offering made from outside Argentina.

## **AUSTRALIA**

**Australian Offer Document.** The grant of the RSUs is intended to comply with the provisions of the Corporations Act 2001, ASIC Regulatory Guide 49 and ASIC Class Order 14/1000. Additional details are set forth in the Offer Document distributed along with this Agreement.

**Tax Information.** Subdivision 83A-C of the Income Tax Assessment Act, 1997, applies to RSUs granted under the Plan, such that the RSUs are intended to be subject to deferred taxation.

## **AUSTRIA**

There are no country-specific provisions.

## **BAHRAIN**

**Securities Law Information.** The Agreement, the Plan and all other materials the Participant may receive regarding participation in the Plan do not constitute advertising or the offering of securities in Bahrain, nor do they constitute an allotment of securities in Bahrain. Any shares of Common Stock issued upon settlement of the RSUs will be deposited into a Company-designated brokerage account outside Bahrain. In no event will shares of Common Stock be issued or delivered in Bahrain. The issuance of shares of Common Stock pursuant to the RSUs described herein has not and will not be registered in Bahrain and, hence, the shares of Common Stock described herein may not be admitted or used for offering, placement or public circulation in Bahrain. Accordingly, the Participant may not make any public advertising or announcements regarding the RSUs or shares of Common Stock in Bahrain, promote these shares of Common Stock to legal entities or individuals in Bahrain, or sell shares of Common Stock directly to other legal entities or individuals in Bahrain. Any disposition or sale of such shares of Common Stock must take place outside Bahrain.

## **BARBADOS**

**Form of Settlement.** Notwithstanding Sections 1 and 4 of the Agreement, due to regulatory requirements in Barbados, the grant of the RSUs does not provide any right for the Participant to receive shares of Common Stock upon settlement of the RSUs and settlement of any RSUs granted hereunder will be made in the form of a cash payment payable through local payroll.

The Company reserves the right to provide the Participant with alternative methods of settlement depending on the development of local law.

## **BELGIUM**

There are no country-specific provisions.

## **BRAZIL**

**Compliance with the Law.** By accepting the RSUs, the Participant acknowledges his or her agreement to comply with applicable Brazilian laws and to pay any and all applicable Tax-Related Items.

**Nature of Grant.** This provision supplements Section 20 of the Agreement:

By accepting the RSUs, the Participant agrees that (i) the Participant is making an investment decision, (ii) shares of Common Stock will be issued to the Participant only if the vesting conditions are met and any necessary services are rendered by the Participant over the vesting period, and (iii) the value of the underlying shares of Common Stock is not fixed and may increase or decrease over the vesting and holding periods without compensation to the Participant.

## **BULGARIA**

There are no country-specific provisions.

## **CANADA**

**Settlement.** The following provision supplements Section 4 of the Agreement:

Notwithstanding any discretion contained in Section 7 of the Plan to the contrary, the RSUs shall be settled in shares of Common Stock only.

**Termination of Employment.** The following provision replaces Section 20(i) of the Agreement:

(i) in the event of a termination of the Participant's Employment or service relationship (whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), unless otherwise provided in this Agreement or determined by the Company, the Participant's right to vest in the RSUs under the Plan will terminate effective as of the earlier of (a) the date upon which the Participant ceases to provide services, or (b) the date upon which the Participant receives a notice of termination, and will not be extended by any notice period (*e.g.*, active services would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any); the Committee shall have the exclusive discretion to determine when the Participant is no longer actively providing services for purposes of the RSU grant (including whether the Participant may still be considered to be providing services while on a leave of absence);

**Securities Law Information.** The Participant may not be permitted to sell or otherwise dispose of the shares of Common Stock acquired upon settlement of the RSUs within Canada. The Participant may only be permitted to sell or dispose of any shares of Common Stock acquired under the Plan if such sale or disposal takes place outside Canada on the facilities on which such shares of Common Stock are traded (*i.e.*, on the Nasdaq).

## **CHILE**

**Securities Law Information.** The offer of RSUs constitutes a private offering of securities in Chile effective as of the Grant Date. This offer of RSUs is made subject to general ruling N° 336 of the Chilean Commission for the Financial Market (“**CMF**”). The offer refers to securities not registered at the securities registry or at the foreign securities registry of the CMF, and, therefore, such securities are not subject to oversight of the CMF. Given that the RSUs are not registered in Chile, the Company is not required to provide public information about the RSUs or the shares of Common Stock in Chile. Unless the RSUs and/or the shares of Common Stock are registered with the CMF, a public offering of such securities cannot be made in Chile.

*Esta oferta de Unidades de Acciones Restringidas (“**RSU**”) constituye una oferta privada de valores en Chile y se inicia en la Fecha de la Oferta. Esta oferta de RSU se acoge a las disposiciones de la Norma de Carácter General N° 336 (“**NCG 336**”) de la Comisión para el Mercado Financiero de Chile (“**CMF**”). Esta oferta versa sobre valores no inscritos en el Registro de Valores o en el Registro de Valores Extranjeros que lleva la CMF, por lo que tales valores no están sujetos a la fiscalización de ésta. Por tratarse los RSU de valores no registrados en Chile, no existe obligación por parte de la Compañía de entregar en Chile información pública respecto de los RSU o sus acciones. Estos valores no podrán ser objeto de oferta pública en Chile mientras no sean inscritos en el Registro de Valores correspondiente.*

## **COLOMBIA**

**Nature of Grant.** This provision supplements Section 20 of the Agreement:

The Participant acknowledges that, pursuant to Article 128 of the Colombian Labor Code, the RSUs and related benefits do not constitute a component of the Participant’s “salary” for any legal purpose. Therefore, the RSUs and related benefits will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions and/or any other labor-related amount which may be payable.

**Securities Law Information.** The shares of Common Stock are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and, therefore, the shares of Common Stock may not be offered to the public in Colombia. Nothing in this document should be construed as the making of a public offer of securities in Colombia.

## **COSTA RICA**

There are no country-specific provisions.

## **CYPRUS**

There are no country-specific provisions.

## **DOMINICAN REPUBLIC**

There are no country-specific provisions.

## **ECUADOR**

There are no country-specific provisions.

## **EGYPT**

There are no country-specific provisions.

## **FRANCE**

**Language Consent.** By accepting the RSUs, the Participant confirms having read and understood this Appendix, the Agreement and the Plan, including all terms and conditions included therein, which were provided in the English language. The Participant accepts the terms of these documents accordingly.

*En acceptant l'attribution, le Participant confirme avoir lu et compris cette Annexe, le Contrat et le Plan, incluant tous leurs termes et conditions, qui ont été transmis en langue anglaise. Le Participant accepte les dispositions de ces documents en connaissance de cause.*

## **GERMANY**

There are no country-specific provisions.

## **GREECE**

There are no country specific provisions.

## **HONG KONG**

**Form of Settlement.** Notwithstanding any discretion contained in Section 7 of the Plan or anything to the contrary in the Agreement, the RSUs are only payable in shares of Common Stock.

**Sale Restriction.** Shares of Common Stock received at vesting are accepted as a personal investment. In the event that the RSUs vest and shares of Common Stock are issued to the Participant (or the Participant's heirs) within six months of the Grant Date, the Participant (or the Participant's heirs) agree that the shares of Common Stock will not be offered to the public or otherwise disposed of prior to the six-month anniversary of the Grant Date.

**Securities Law Information.** *WARNING: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. The Participant should exercise caution in relation to the offer. If the Participant is in any doubt about any of the contents of this document, he or she should obtain independent professional advice. Neither the grant of the RSUs nor the issuance of shares of Common Stock upon vesting of the RSUs constitutes a public offering of securities under Hong Kong law and are available only to employees of the Company and its Subsidiaries and Affiliates. The Agreement, including this Appendix, the Plan and other incidental communication materials distributed in connection with the RSUs (i) have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong, and (ii) are intended only for the personal use of each eligible employee of the Company or its Subsidiaries and Affiliates and may not be distributed to any other person.*

## **ICELAND**

There are no country-specific provisions.

## **INDIA**

There are no country-specific provisions.

## **IRELAND**

There are no country-specific provisions.

## **ISRAEL**

*The following provisions apply to Participants who are or are deemed to be residents of the State of Israel for tax purposes or are otherwise subject to taxation in Israel with respect to RSUs on the Grant Date.*

Capitalized terms used but not defined in these provisions or the Plan or the Agreement shall have the meanings ascribed to them in the subplan to the Plan for Israel (the “Israeli Subplan”).

**Trust Arrangement.** The RSUs are offered to the Participant subject to, and in accordance with, the terms of the Plan, the Israeli Subplan, the Agreement and the Trust Agreement.

The RSUs are intended to be 102 Capital Gains Track Grants and qualify for 102 Capital Gains Track tax treatment. Certain events may affect the status of the RSUs and the shares of Common Stock subject to the RSUs as qualified under Section 102 and the RSUs and the shares of Common Stock subject to the RSUs may be disqualified in the future. The Company does not make any undertaking or representation to maintain the 102 Capital Gains Track status of the RSUs and the shares of Common Stock subject to the RSUs.

The Participant agrees that, upon request of the Company or the Employer, the Participant will execute the 102 Capital Gains Track Grant acceptance prescribed by the Company or the Trustee, according to the procedures and timeline set forth by the Company and the Trustee (which may include executing the Agreement in writing). If the Participant does not comply with any such request, the qualified status of the RSUs and the shares of Common Stock under Section 102 may not apply.

Nature of Grant. This provision supplements Section 20 of the Agreement:

By accepting the RSUs, the Participant (a) acknowledges receipt of and represents that the Participant has read and is familiar with the Plan, the Israeli Subplan, and the Agreement; (b) accepts the RSUs subject to all of the terms and conditions of Plan, the Israeli Subplan, and the Agreement; and (c) agrees that the RSUs, the shares of Common Stock and any rights issued pursuant to the RSUs and the shares of Common Stock (other than cash dividends) will be issued to and registered in the name of or under the supervision of the Trustee and shall be held in trust for the Participant's benefit for the Required Holding Period and as otherwise required by the ITO, the Rules and any ruling or approval of the ITA pursuant to the terms of the ITO, the Rules and the Trust Agreement.

Furthermore, by accepting the RSUs, the Participant confirms that the Participant is familiar with the terms and provisions of Section 102, particularly the 102 Capital Gains Track described in subsection (b)(2) and (b)(3) thereof, and agrees that the Participant will not require the Trustee to release the RSUs or the shares of Common Stock to the Participant, or to sell the RSUs or the shares of Common Stock to a third party, during the Required Holding Period, unless permitted to do so by the Company and the ITO or the Rules.

The Company may in its sole discretion replace the Trustee from time to time and instruct the transfer of all RSUs and shares of Common Stock held or administered by such Trustee at such time to its successor and the provisions of the Agreement shall apply to the new Trustee.

Taxes. This provision supplements Section 8 of the Agreement:

In the event the RSUs vest and shares of Common Stock are to be issued to the Participant after the expiration of the Required Holding Period, the shares of Common Stock issued upon vesting shall either be (a) issued to and registered in the name of or under the supervision of the Trustee to be held in trust for the Participant's benefit, or (b) transferred to the Participant directly upon the Participant's request, provided that the Participant first complies with the Participant's obligations with respect to Tax-Related Items. In the event that the Participant elects to have the shares of Common Stock transferred to the Participant without selling such shares of Common Stock, the Participant shall become liable to pay Tax-Related Items immediately in accordance with the provisions of the ITO and Section 8 of the Agreement, as supplemented by this provision.

*The following provisions apply to Participants who permanently transfer to Israel after the Grant Date who do not hold 102 Capital Gains Track Grants.*

Vesting/Sale of Shares. To facilitate compliance with tax withholding obligations in Israel, the Company reserves the right to (a) require the Participant to sell all shares of Common Stock issued under the Agreement either (i) as soon as practicable upon receipt of such shares, or (ii) upon termination of the Participant's Employment, or (b) to maintain the shares of Common Stock issued under the Agreement in an account with the Company's designated broker, until the shares of Common Stock are sold. By accepting the Agreement, the Participant authorizes the Company to instruct the designated broker to assist with the mandatory sale of such shares of Common Stock (on the Participant's behalf pursuant to this authorization) and the Participant expressly authorizes the designated broker to complete the sale of such shares. The Participant agrees to sign any forms and/or consents required by the Company or the designated broker to effectuate the sale of the shares of Common Stock. The Participant acknowledges that the designated broker is under no obligation to arrange for the sale of the shares of Common Stock at any particular price. Upon the sale of the shares of Common Stock, the cash proceeds from the sale of the shares of Common Stock, less any brokerage fees or commissions and any Tax-Related Items, will be delivered to the Participant.

*The following applies to all Participants in Israel.*

Securities Law Information. The grant of the RSUs does not constitute a public offering under the Securities Law, 1968.

## **ITALY**

Plan Document Acknowledgement. In accepting the RSUs, the Participant acknowledges that he or she has received a copy of the Plan and this Agreement and has reviewed the Plan and this Agreement, in their entirety and fully understands and accepts all provisions of the Plan and this Agreement.

The Participant further acknowledges that he or she has read and specifically and expressly approves the following sections of the Agreement: Sections 3, 4, 5, 8, 14, 18, 19, 20, and 24.

## **JAPAN**

There are no country-specific provisions.

## **JORDAN**

There are no country-specific provisions.

## **KAZAKHSTAN**

Securities Law Information. This offer is addressed only to certain eligible employees in the form of the shares of Common Stock to be issued by the Company. Neither the Plan nor the Agreement has been approved, nor do they need to be approved, by the National Bank of Kazakhstan. This offer is intended only for the original recipient and is not for general circulation in the Republic of Kazakhstan.

## **LEBANON**

**Securities Law Information.** The Plan does not constitute the marketing or offering of securities in Lebanon pursuant to Law No. 161 (2011), the Capital Markets Law. Offerings under the Plan are being made only to eligible employees of the Company or ones of its Subsidiaries or Affiliates.

## **MEXICO**

**Plan Document Acknowledgement.** By accepting the RSUs, the Participant acknowledges that he or she has received a copy of the Plan and the Agreement, including this Appendix, which the Participant has reviewed. The Participant acknowledges further that he or she accepts all the provisions of the Plan and the Agreement, including this Appendix. The Participant also acknowledges that he or she has read and specifically and expressly approves the terms and conditions set forth in Section 20 (“Nature of Grant”) in the Agreement, which clearly provides as follows:

- (1) The Participant’s participation in the Plan does not constitute an acquired right;
- (2) The Plan and the Participant’s participation in it are offered by the Company on a wholly discretionary basis;
- (3) The Participant’s participation in the Plan is voluntary; and
- (4) The Company and its Subsidiaries and Affiliates are not responsible for any decrease in the value of any shares of Common Stock acquired at vesting and settlement of the RSUs.

**Labor Law Policy and Acknowledgment.** By accepting the RSUs, the Participant expressly recognizes that the Company, with registered offices at 3150 Sabre Drive, Southlake, Texas 76092, U.S.A., is solely responsible for the administration of the Plan and that the Participant’s participation in the Plan and acquisition of shares of Common Stock do not constitute an employment relationship between the Participant and the Company because the Participant is participating in the Plan on a wholly commercial basis and his or her sole employer is Sabre Sociedad Tecnologica S.A. de C.V. (“Sabre Mexico”), located at Boulevard Manuel Avila Camacho #40 Piso10, Colonia Lomas de Chapultepec, Distrito Federal, C.P., Mexico. Based on the foregoing, the Participant expressly recognizes that the Plan and the benefits that he or she may derive from participating in the Plan do not establish any rights between the Participant and Sabre Mexico, and do not form part of the employment conditions and/or benefits provided by Sabre Mexico, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Participant’s Employment.

The Participant further understands that his or her participation in the Plan is as a result of a unilateral and discretionary decision of the Company; therefore, the Company reserves the absolute right to amend and/or discontinue the Participant’s participation at any time without any liability to the Participant.

Finally, the Participant hereby declares that he or she does not reserve to him- or herself any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and the Participant therefore grants a full and broad release to the Company, and its Subsidiaries, branches, representative offices, shareholders, directors, officers, employees, agents, or legal representatives with respect to any claim that may arise.

*Reconocimiento del Documento del Plan. Al aceptar las Unidades de Acciones Restringidas (RSUs, por sus siglas en inglés), el Participante reconoce que ha recibido una copia del Plan y del Acuerdo, con inclusión de este Apéndice, lo cual el Participante ha revisado. El Participante reconoce, además, que acepta todas las disposiciones del Plan y del Acuerdo, incluyendo este Apéndice. El Participante también reconoce que ha leído y que concretamente aprueba de forma expresa los términos y condiciones establecidos en la Sección 20 (“Naturaleza de la Subvención”) del Acuerdo, que claramente dispone lo siguiente:*

- (1) La participación del Participante en el Plan no constituye un derecho adquirido;*
- (2) El Plan y la participación del Participante en el Plan se ofrecen por la Compañía en su discrecionalidad total;*
- (3) Que la participación del Participante en el Plan es voluntaria; y*
- (4) La Compañía y sus Filiales y Afiliadas no son responsables de ninguna disminución en el valor de las acciones adquiridas al conferir las RSUs.*

*Política Laboral y Reconocimiento. Al aceptar las RSUs, el Participante expresamente reconoce que la Compañía, con sus oficinas registradas y ubicadas en 3150 Sabre Drive, Southlake, Texas 76092, EE.UU., es la única responsable por la administración del Plan y que la participación del Participante en el Plan y en su caso la adquisición de acciones no constituyen una relación de trabajo entre el Participante y la Compañía, ya que el Participante participa en el Plan en un marco totalmente comercial y su único patrón es Sabre Sociedad Tecnológica S.A. de C.V. (“Sabre Mexico”), ubicado en Boulevard Manuel Avila Camacho #40 Piso10, Colonia Lomas de Chapultepec, Distrito Federal, C.P., Mexico. Derivado de lo anterior, el Participante expresamente reconoce que el Plan y los beneficios que pudieran derivar de la participación en el Plan no establecen derecho alguno entre el Participante y el patrón, Sabre Mexico, y no forma parte de las condiciones de trabajo y/o las prestaciones otorgadas por Sabre Mexico, y que cualquier modificación al Plan o su terminación no constituye un cambio o desmejora de los términos y condiciones de la relación de trabajo del Participante.*

*Asimismo, el Participante reconoce que su participación en el Plan se ha resultado de una decisión unilateral y discrecional de la Compañía; por lo tanto, la Compañía se reserva el derecho absoluto de modificar y/o terminar la participación del Participante en cualquier momento y sin responsabilidad alguna frente el Participante.*

*Finalmente, el Participante por este medio declara que no se reserva ninguna derecho o acción en contra de la Compañía por cualquier compensación o daños y perjuicios en relación de las disposiciones del Plan o de los beneficios derivados del Plan, y por lo tanto, el Participante otorga el más amplio finiquito que en derecho proceda a la Compañía, y sus filiales, oficinas de representación, accionistas, directores, autoridades, empleados, agentes, o representantes legales en relación con cualquier demanda que pudiera surgir.*

## **NETHERLANDS**

There are no country-specific provisions.

## **NEW ZEALAND**

**Securities Law Information.** WARNING: This is an offer of RSUs which, upon vesting and settlement in accordance with the terms of the Plan and the Agreement, will be converted into shares of Common Stock. Shares of Common Stock give the Participant a stake in the ownership of Sabre Corporation. The Participant may receive a return if dividends are paid.

If Sabre Corporation runs into financial difficulties and is wound up, the Participant will be paid only after all creditors and holders of preferred shares have been paid. The Participant may lose some or all of his or her investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, the Participant may not be given all the information usually required. The Participant will also have fewer other legal protections for this investment.

Ask questions, read all documents carefully, and seek independent financial advice before committing.

Prior to the vesting and settlement of the RSUs, the Participant will not have any rights of ownership (e.g., voting rights) with respect to the underlying shares of Common Stock.

No interest in any RSUs may be transferred (legally or beneficially), sold, pledged, hypothecated or encumbered.

The shares of Common Stock are quoted on the Nasdaq. This means that if the Participant acquires shares of Common Stock under the Plan, the Participant may be able to sell them on the Nasdaq if there are interested buyers. The Participant may get less than he or she invested. The price will depend on the demand for the shares of Common Stock.

The Participant also is hereby notified that the documents listed below are available for review on the SEC website at [www.sec.gov](http://www.sec.gov) or the library section of the Morgan Stanley Smith Barney website at [www.stockplanconnect.com](http://www.stockplanconnect.com):

1. Sabre Corporation's most recent Annual Report (Form 10-K);
2. Sabre Corporation's most recent published financial statements (Form 10-Q or 10-K) and the auditor's report on those financial statements;
3. the Plan; and
4. the Plan prospectus.

A copy of the above documents will be sent to the Participant free of charge on written request being mailed to: Sabre Equity, Sabre Corporation, 3150 Sabre Drive, Southlake, Texas 76092, United States of America.

#### **OMAN**

Securities Law Information. The offer is addressed only to eligible employees. The Plan, Agreement and any related documents do not constitute the marketing or offering of securities in Oman and consequently have not been registered or approved by the Central Bank of Oman, the Omani Ministry of Commerce and Industry, the Omani Capital Market Authority or any other authority in the Sultanate of Oman.

#### **PERU**

Labor Law Acknowledgement. The following provision supplements Section 20 of the Agreement:

By accepting the RSUs, the Participant acknowledges, understands and agrees that the RSUs are being granted ex gratia to the Employee with the purpose of rewarding him or her.

Securities Law Information. The offer of the RSUs is considered a private offering in Peru and is therefore not subject to registration in Peru. For more information concerning this offer, please refer to the Plan, the Agreement and any other grant documents made available by the Company. For more information regarding the Company, please refer to the Company's most recent annual report on Form 10-K and quarterly report on Form 10-Q available at [WWW.SEC.GOV](http://WWW.SEC.GOV).

#### **POLAND**

There are no country-specific provisions.

## **PORTUGAL**

**Language Consent.** The Participant hereby expressly declares that he or she has full knowledge of the English language and has read, understood and freely accepted and agreed with the terms and conditions established in the Plan and the Agreement.

***Conhecimento da Língua.** Pela presente, o Participante declara expressamente que tem pleno conhecimento da língua inglesa e que leu, compreendeu e livremente aceitou e concordou com os termos e condições estabelecidas no Plano e no Acordo.*

## **ROMANIA**

**Language Consent.** By accepting the grant of RSUs, the Participant acknowledges that he or she is proficient in reading and understanding English and fully understands the terms of the documents related to the grant (the Agreement and the Plan), which were provided in the English language. Participant accepts the terms of these documents accordingly.

***Consimțământ cu Privire la Limba.** Prin acceptarea acordării de RSU-uri, Participantul confirmă ca acesta sau aceasta are un nivel adecvat de cunoaștere în ce privește citirea și înțelegerea limbii engleze, a citit și confirmă ca a înțeles pe deplin termenii documentelor referitoare la acordare (Acordul și Planul), care au fost furnizate în limba engleză. Participantul accepta termenii acestor documente în consecință.*

## **RUSSIA**

**Sale Restriction.** The Participant agrees that the Company is authorized, at its discretion, to instruct its designated U.S. broker to assist with the sale of the Participant's shares of Common Stock issued upon the settlement of the RSUs (on the Participant's behalf pursuant to this authorization) should the Company determine that such sale is necessary or advisable under local law. The Participant expressly authorizes the Company's designated U.S. broker to complete the sale of such shares of Common Stock and acknowledges that the Company's designated U.S. broker is under no obligation to arrange for the sale of the shares of Common Stock at any particular price. Upon the sale of the shares of Common Stock, the Company agrees to pay the Participant the cash proceeds from the sale of the shares of Common Stock, less any brokerage fees, commissions or Tax-Related Items.

**U.S. Transaction.** The Participant understands that his or her acceptance of the grant of RSUs results in a contract between the Participant and the Company completed in the United States and that the Agreement is governed by the laws of the State of Delaware, without giving effect to the conflict of law principles thereof.

**Data Privacy.** The following provision supplements Section 12 of the Agreement and to the extent inconsistent, the below language for Russia supersedes Section 12 of the Agreement:

The Participant understands and agrees that the Company may require the Participant to complete and return a Consent to Processing of Personal Data form (the “Consent”) to the Company. If a Consent is required by the Company but the Participant fails to provide such Consent to the Company, the Participant understands and agrees that the Company will not be able to administer or maintain the RSUs or any other Awards. Therefore, the Participant understands that refusing to complete any required Consent or withdrawing his or her consent may affect the Participant’s ability to participate in the Plan. For more information on any required Consent or withdrawal of consent, the Participant understands he or she may contact the U.S. human resources representative.

**Securities Law Information.** The Employer is not in any way involved in the offer of RSUs or administration of the Plan. These materials do not constitute advertising or an offering of securities in Russia, nor do they constitute placement of the shares of Common Stock in Russia. Any shares of Common Stock issued pursuant to the RSUs shall be delivered to the Participant through a brokerage account in the U.S. The Participant may hold shares of Common Stock in the Participant’s brokerage account in the U.S.; however, in no event will shares of Common Stock issued to the Participant and/or share certificates or other instruments be delivered to the Participant in Russia. The issuance of shares of Common Stock pursuant to the RSUs described herein has not and will not be registered in Russia and hence, the shares of Common Stock described herein may not be admitted or used for offering, placement or public circulation in Russia. Accordingly, the Participant is not permitted to make any public advertising or announcements regarding the RSUs or shares of Common Stock in Russia, or promote these shares of Common Stock to other Russian legal entities or individuals, and the Participant is not permitted to sell or otherwise dispose of shares of Common Stock directly to other Russian legal entities or individuals. The Participant is permitted to sell shares of Common Stock only on the Nasdaq and only through a U.S. broker.

## **SAUDI ARABIA**

**Securities Law Information.** This document may not be distributed in the Kingdom except to such persons as are permitted under the Rules on the Offer of Securities and Continuing Obligations issued by the Capital Market Authority.

The Capital Market Authority does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective acquirers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If the Participant does not understand the contents of this document he or she should consult an authorized financial adviser.

## **SINGAPORE**

**Restrictions on Sale and Transferability.** The Participant hereby agrees that any shares of Common Stock acquired pursuant to the RSUs will not be offered for sale in Singapore prior to the six-month anniversary of the Grant Date, unless such sale or offer is made pursuant to the exemption under Part XIII Division I Subdivision (4) (other than section 280) of the Securities and Futures Act (Chap. 289, 2006 Ed.) (“SFA”), or pursuant to, and in accordance with the conditions of, any other applicable provision(s) of the SFA.

**Securities Law Information.** The grant of the RSUs is being made in reliance on section 273(1)(f) of the SFA, on which basis it is exempt from the prospectus and registration requirements under the SFA, and is not made to the Participant with a view to the RSUs or underlying shares of Common Stock being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

## **SRI LANKA**

There are no country-specific provisions.

## **SOUTH AFRICA**

**Responsibility for Taxes.** The following provision supplements Section 8 of the Agreement:

By accepting the RSUs, the Participant agrees to immediately notify the Employer of the amount of any gain realized upon vesting of the RSUs. If the Participant does not inform the Employer of the sale, transfer or other disposition of shares of Common Stock acquired under the Plan and the Employer is subject to penalties or interest as a result of not being able to withhold Tax-Related Items, the Employer may recover any such penalty and interest amounts from the Participant. In addition, if the Participant fails to advise the Employer of the gain realized upon vesting of the RSUs, then he or she may be liable for a fine. The Participant will be responsible for paying the difference between the actual Tax-Related Items liability and the amount withheld.

**Securities Law Information.** Neither the RSUs nor the underlying shares of Common Stock shall be publicly offered or listed on any stock exchange in South Africa. The offer is intended to be private pursuant to Section 96(1)(g)(ii) of the Companies Act, 71 of 2008 and is not subject to the supervision of any South African governmental authority.

## **SPAIN**

**Nature of Grant.** The following section supplements Section 20 of the Agreement:

In accepting the grant of the RSUs, the Participant acknowledges that he or she consents to participation in the Plan and has received a copy of the Plan.

The Participant understands that the Company, in its sole discretion, has unilaterally and gratuitously decided to grant the RSUs under the Plan to individuals who may be employees of the Company or a Subsidiary or Affiliate throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any Subsidiary or Affiliate over and above the specific terms provided in the Plan and Agreement. Consequently, the Participant understands that the RSUs are granted on the assumption and condition that the RSUs and the shares of Common Stock issued upon settlement shall not become a part of any employment contract (either with the Company or any Subsidiary or Affiliate) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever.

Further, the Participant understands and agrees that, unless otherwise expressly provided for by the Company or set forth in the Agreement, the RSUs will be cancelled without entitlement to any shares of Common Stock if the Participant ceases to be a Participant for any reason, including, but not limited to: resignation, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (*i.e.*, subject to a “*despido improcedente*”), material modification of the terms of employment under Article 41 of the Workers’ Statute, relocation under Article 40 of the Workers’ Statute, Article 50 of the Workers’ Statute, or under Article 10.3 of Royal Decree 1382/1985. The Company, in its sole discretion, shall determine the date when the Participant’s status as a Participant has terminated for purposes of the RSUs.

In addition, the Participant understands that this grant would not be made to the Participant but for the assumptions and conditions referred to above; thus, the Participant acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of, or right to, the RSUs shall be null and void.

Securities Law Information. No “offer of securities to the public,” as defined under Spanish law, has taken place or will take place in the Spanish territory with respect to the RSUs. No public offering prospectus has been, nor will it be registered with the Comisión Nacional del Mercado de Valores (Spanish Securities Exchange Commission) (“CNMV”). Neither the Plan nor the Agreement constitute a public offering prospectus and they have not been, nor will they be, registered with the CNMV.

## **SWEDEN**

There are no country-specific provisions.

## **SWITZERLAND**

**Securities Law Information.** The offering of the Plan is considered a private offering in Switzerland; therefore, it is not subject to registration in Switzerland. Neither this document nor any other materials relating to the Plan (i) constitutes a prospectus as such term is understood pursuant to article 652a of the Swiss Code of Obligations, (ii) may be publicly distributed nor otherwise made publicly available in Switzerland, or (iii) have been or will be filed with, approved or supervised by any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority.

## **THAILAND**

There are no country-specific provisions.

## **TURKEY**

**Securities Law Information.** The RSUs are made available only to employees of the Company, its Subsidiaries and its Affiliates, and the offer of participation in the Plan is a private offering. The grant of RSUs and the issuance of shares of Common Stock at vesting take place outside of Turkey. The Participant is not permitted to sell any shares of Common Stock acquired under the Plan in Turkey. The shares are currently traded on the Nasdaq in the United States of America, under the ticker symbol of “SABR” and Shares acquired under the Plan may be sold through this exchange.

## **UNITED ARAB EMIRATES**

**Securities Law Information.** The Agreement and the Plan and other incidental communication materials concerning the RSUs are intended for distribution only to employees of the Company or its Subsidiaries or Affiliates. The Dubai Technology and Media Free Zone Authority, Emirates Securities and Commodities Authority and/or the Central Bank has no responsibility for reviewing or verifying any documents in connection with the RSUs. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved these communications nor taken steps to verify the information set out in them, and have no responsibility for them.

Further, the shares of Common Stock underlying the RSUs may be illiquid and/or subject to restrictions on their resale. The Participant should conduct his or her own due diligence on the RSUs and the shares of Common Stock. If the Participant is in any doubt about any of the contents of the grant or other incidental documents, the Participant should obtain independent professional advice.

## **UNITED KINGDOM**

Taxes. Without limitation to Section 8 of the Agreement, the Participant agrees that the Participant is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items as and when requested by the Company or the Employer or by Her Majesty's Revenue and Customs ("HMRC") (or any other tax authority or any other relevant authority). The Participant also agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on the Participant's behalf.

Notwithstanding the foregoing, if the Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply. In such case, if the amount of any income tax due is not collected from or paid by the Participant within 90 days of the end of the UK tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected income tax may constitute a benefit to the Participant on which additional income tax and national insurance contributions ("NICs") may be payable. The Participant acknowledges that he or she will be responsible for reporting any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or the Employer (as applicable) for the value of any employee NICs due on this additional benefit, which the Company and/or the Employer may recover from the Participant by any of the means referred to in Section 8 of the Agreement.

## **URUGUAY**

There are no country-specific provisions.

**SABRE CORPORATION**  
**2019 DIRECTOR EQUITY COMPENSATION PLAN**  
**FORM OF NON-EMPLOYEE DIRECTOR RESTRICTED STOCK UNIT GRANT AGREEMENT (INITIAL GRANT)**

THIS AGREEMENT, made as of this **###DATE###** day of **###Month### ###Year###** between Sabre Corporation (the “Company”) and **##Director Name##** (the “Participant”).

WHEREAS, the Company has adopted the Sabre Corporation 2019 Director Equity Compensation Plan (the “Plan”) to promote the interests of the Company and its stockholders by providing the employees and non-employee directors of the Company, who are largely responsible for the management, growth, and protection of the business of the Company, with incentives and rewards to encourage them to continue in the service of the Company;

WHEREAS, Section 7 of the Plan provides for the Grant to Participants of Other Stock-Based Awards, including restricted stock units (“RSUs”).

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. Grant of RSUs. Pursuant to, and subject to, the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Participant **###NUMBER OF RSUS###** RSUs. Each RSU granted hereunder represents the right to receive one share of the Company's Common Stock on the Settlement Date (as defined herein), upon the terms and subject to the conditions (including the vesting conditions) set forth in this Agreement and the Plan.
2. Grant Date. The grant date of the RSUs is **###GRANT DATE###** (the "Grant Date").
3. Vesting of RSUs.
  - (a) The RSUs shall vest in equal installments of 6.25% at the end of each successive three month period following the Grant Date, until 100% of the RSUs are fully vested, subject in all cases to the Participant's continued Employment (which, as defined in the Plan, includes provision of services as a director) through each such date (each such date, a "Vesting Date").
  - (b) In the event the Participant's Employment terminates prior to the applicable Vesting Date for any RSUs for any reason other than as set forth below in respect of a Qualifying Termination following a Change in Control, such unvested RSUs will be immediately forfeited as of such termination of Employment.
  - (c) Notwithstanding the foregoing, in the event the Participant has a Qualifying Termination following a Change in Control, all unvested RSUs will immediately vest on the date of such Qualifying Termination.
4. Settlement. Settlement of any RSUs granted hereunder will be made in the form of shares of Common Stock no later than the fifteenth day of the third month following the last day of the year in which the applicable Vesting Date or, in the event of a Qualifying Termination, the Qualifying Termination, occurs (each such date, a "Settlement Date"). For purposes of clarification, if the Participant's Employment terminates after the applicable Vesting Date of any RSUs but prior to the Settlement Date of such RSUs (including as a result of a Qualifying Termination following a Change in Control), such RSUs will remain vested and be subject to settlement by the Company.
5. Rights as a Shareholder. The Participant shall have no rights as a stockholder of the Company with respect to any shares of Common Stock covered by or relating to the RSUs until the date of issuance to the Participant of a certificate or other evidence of ownership representing such shares of Common Stock in settlement thereof. For purposes of clarification, the Participant shall not have any voting or dividend rights with respect to the shares of Common Stock underlying the RSUs prior to the applicable Settlement Date.

6. Transferability. Subject to any exceptions set forth in the Plan, until such time as the RSUs are settled in accordance with Section 4, the RSUs or the rights represented thereby may not be sold, pledged, hypothecated, or otherwise encumbered or subject to any lien, obligation, or liability of the Participant to any party (other than the Company), or assigned or transferred by such Participant, but immediately upon such purported sale, assignment, transfer, pledge, hypothecation or other disposal of the RSUs will be forfeited by the Participant and all of the Participant's rights to such RSUs shall immediately terminate without any payment or consideration from the Company.
7. Incorporation of Plan. All terms, conditions and restrictions of the Plan are incorporated herein and made part hereof as if stated herein. If there is any conflict between the terms and conditions of the Plan and this Agreement, the terms and conditions of the Plan shall govern. All capitalized terms used and not defined herein shall have the meaning given to such terms in the Plan.
8. Taxes. The Participant acknowledges that, regardless of any action taken by the Company or, if different, the Participant's employer (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant ("Tax-Related Items"), is and remains the Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. The Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSU, including, but not limited to, the grant, vesting or settlement of the RSUs, the subsequent sale of shares of Common Stock acquired pursuant to such settlement and the receipt of any dividends and/or dividend equivalent; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if the Participant is subject to Tax-Related Items in more than one jurisdiction, the Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the relevant taxable or tax withholding event, as applicable, the Participant agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to all Tax-Related Items by one or a combination of the following: (a) withholding from the Participant's wages or other cash compensation paid to the Participant by the Company and/or the Employer; or (b) withholding from proceeds of the sale of shares of Common Stock acquired upon vesting/settlement of the RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant's behalf pursuant to this authorization); or (c) withholding in shares of Common Stock to be issued upon settlement of the RSUs, provided, however that if the Participant is a Section 16 officer of the Company under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding from alternatives (a)-(c) herein and, if the Committee does not exercise its discretion prior to the Tax-Related Items withholding event, then the Participant shall be entitled to elect the method of withholding from the alternatives above.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates, including maximum applicable rates, in which case the Participant will receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, the Participant is deemed to have been issued the full number of shares of Common Stock subject to the vested RSUs, notwithstanding that a number of the shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items.

Finally, the Participant agrees to pay to the Company or the Employer, any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Common Stock or the proceeds of the sale of shares of Common Stock if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items.

9. Construction of Agreement. Any provision of this Agreement (or portion thereof) which is deemed invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction and subject to this section, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions thereof in such jurisdiction or rendering that or any other provisions of this Agreement invalid, illegal, or unenforceable in any other jurisdiction. If any covenant should be deemed invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable. No waiver of any provision or violation of this Agreement by the Company shall be implied by the Company's forbearance or failure to take action. No provision of this Agreement shall be given effect to the extent that such provision would cause any tax to become due under Section 409A of the Code.
10. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party hereto upon any breach or default of any party under this Agreement, shall impair any such right, power or remedy of such party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party or any provisions or conditions of this Agreement, shall be in writing and shall be effective only to the extent specifically set forth in such writing.
11. No Special Employment Rights; No Right to Award. Nothing contained in the Plan or any Award shall confer upon the Participant any right with respect to the continuation of his Employment by or service to the Company or the Employer or interfere in any way with the right of the Company or the Employer at any time to terminate such Employment or service or to increase or decrease the compensation of the Participant from the rate in existence at the time of the grant of the RSUs. The rights or opportunity granted to the Participant on the making of an Award shall not give the Participant any rights or additional rights to compensation or damages in consequence of either: (i) the Participant giving or receiving notice of termination of his or her office or Employment; (ii) the loss or termination of his or her office or Employment with the Company or its Subsidiaries for any reason whatsoever; or (iii) whether or not the termination (and/or giving of notice) is ultimately held to be wrongful or unfair.

12. Data Privacy. *The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Agreement and any other RSU grant materials by and among, as applicable, the Employer, the Company and its other Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.*

*The Participant understands that the Company and the Employer may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, email address, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all RSUs or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan.*

*The Participant understands that Data will be transferred to Morgan Stanley Smith Barney or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Participant understands that the recipients of Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than the Participant's country. The Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of Data by contacting his or her local human resources representative. The Participant authorizes the Company, Morgan Stanley Smith Barney and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer Data, in electronic or other form, for the sole purposes of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant understands that if he or she resides outside the United States, he or she may, at any time, view Data, request information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke his or her consent, his or her Employment status or service with the Employer will not be affected; the only consequence of refusing or withdrawing the Participant's consent is that the Company would not be able to grant RSUs or other equity awards to the Participant or administer or maintain such awards.*

***Therefore, the Participant understands that refusing or withdrawing his or her consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that he or she may contact his or her local human resources representative.***

13. **Integration.** This Agreement, and the other documents referred to herein or delivered pursuant hereto which form a part hereof contain the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, representations, warranties, covenants or undertakings with respect to the subject matter hereof other than those expressly set forth herein and in the Plan. This Agreement, including without limitation the Plan, supersedes all prior agreements and understandings between the parties with respect to its subject matter.
14. **Clawback Policy.** Notwithstanding anything in the Plan to the contrary, the Company or any of its Subsidiaries or Affiliates will be entitled (i) to recoup compensation of whatever kind paid to a Participant under the Plan by the Company or any of its Subsidiaries or Affiliates at any time to the extent permitted or required by applicable law, Company policy and/or the requirements of an exchange on which the Company's shares of Common Stock are listed for trading, in each case, as in effect from time to time, and (ii) to cancel all or any portion of this RSUs (whether vested or unvested) and/or require repayment of any sums (including, in the case of shares of Common Stock, the value of such shares) or amounts which were received by the Participant in respect of the RSUs in the event the Company believes in good faith that the Participant has breached any existing protective covenants, including but not limited to confidentiality, non-solicitation, non-interference, or non-competition agreements with the Company or any of its Subsidiaries or Affiliates, and by accepting the RSUs pursuant to the Plan and this Agreement, Participant authorizes such clawback and agrees to comply with any Company request or demand for such recoupment.
15. **Policy Against Insider Trading.** By accepting this grant of RSUs, the Participant acknowledges that the Participant is bound by all the terms and conditions of the Company's insider trading policy as may be in effect from time to time. The Participant further acknowledges that, depending on the Participant's country, the Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect the Participant's ability to acquire or sell shares of Common Stock or rights to shares of Common Stock (*e.g.*, RSUs) under the Plan during such times as the Participant is considered to have "inside information" regarding the Company (as defined by the laws in the Participant's country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policy as may be in effect from time to time. The Participant acknowledges that it is the Participant's responsibility to comply with any applicable restrictions, and the Participant should speak to his or her personal advisor on this matter.

16. Foreign Asset/Account, Exchange Control and Tax Reporting. The Participant may be subject to foreign asset/account, exchange control and/or tax reporting requirements as a result of the acquisition, holding and/or transfer of shares of Common Stock or cash (including dividends and the proceeds arising from the sale of shares of Common Stock) derived from his or her participation in the Plan, to and/or from a brokerage/bank account or legal entity located outside the Participant's country. The applicable laws of the Participant's country may require that he or she report such accounts, assets, the balances therein, the value thereof and/or the transactions related thereto to the applicable authorities in such country. The Participant acknowledges that he or she is responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting requirements and should consult his or her personal legal advisor on this matter.
17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
18. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to the provisions governing conflict of laws.
19. Venue. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award and this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Texas and agree that such litigation shall be conducted only in the courts of Tarrant County, Texas, or the federal courts for the Northern District of Texas, and no other courts where the grant of this Award is made and/or to be performed.
20. Nature of Grant. In accepting the RSUs, the Participant acknowledges, understands and agrees that:
  - (a) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
  - (b) the grant of the RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past;
  - (c) all decisions with respect to future RSU or other grants, if any, will be at the sole discretion of the Company;
  - (d) the Participant is voluntarily participating in the Plan;

(e) the RSUs and any shares of Common Stock acquired under the Plan, and the income and value of the same, are not intended to replace any pension rights or compensation;

(f) the RSUs and any shares of Common Stock acquired under the Plan, and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(g) the future value of the shares of Common Stock underlying the RSU is unknown, indeterminable, and cannot be predicted with certainty;

(h) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from the termination of the Participant's Employment or other service relationship (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), and in consideration of the grant of the RSUs, the Participant agrees not to institute any such claim against the Company, the Employer, or any of the other Subsidiaries or Affiliates of the Company;

(i) for purposes of the RSUs, the Participant's Employment or service relationship will be considered terminated as of the date the Participant is no longer actively providing services to the Company, the Employer, or any of the Subsidiaries or Affiliates of the Company (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, the Participant's right to vest in the RSUs under the Plan, if any, will terminate as of such date and will not be extended by any notice period (*e.g.*, the Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any); the Committee shall have the exclusive discretion to determine when the Participant is no longer actively providing services for purposes of his or her RSU grant (including whether the Participant may still be considered to be providing services while on a leave of absence);

(j) unless otherwise provided in the Plan or by the Company in its discretion, the RSUs and the benefits evidenced by this Agreement do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company;

(k) unless otherwise agreed with the Company, the RSUs and any shares of Common Stock acquired under the Plan and the income and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of a Subsidiary or Affiliate;

(l) the following provisions apply only if the Participant is providing services outside the United States:

(1) the RSUs and the shares of Common Stock subject to the RSUs, and the income and value of same, are not part of normal or expected compensation or salary for any purpose; and

(2) neither the Company, the Employer nor any Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the settlement of the RSUs or the subsequent sale of any shares of Common Stock acquired upon settlement.

21. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the Participant's acquisition or sale of the underlying shares of Common Stock. The Participant should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.
22. Compliance with Law. Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company shall not be required to deliver any shares of Common Stock issuable upon vesting/settlement of the RSUs prior to the completion of any registration or qualification of the shares of Common Stock under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Participant understands that the Company is under no obligation to register or qualify the shares of Common Stock with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares of Common Stock. Further, the Participant agrees that the Company shall have unilateral authority to amend the Plan and the Agreement without the Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of shares of Common Stock.

23. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
24. Language. If the Participant has received this Agreement, or any other document related to the RSUs and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
25. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the RSUs and on any shares of Common Stock acquired upon vesting/settlement of the RSUs, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
26. Participant Acknowledgment. By the Participant's electronic acceptance of this Agreement, the Participant hereby acknowledges receipt of a copy of the Plan and agrees that this Award is granted under and governed by the terms and conditions of the Plan and this Agreement. The Participant further acknowledges that all decisions, determinations and interpretations of the Committee in respect of the Plan and this Agreement shall be final and conclusive. The Participant acknowledges that there may be adverse tax consequences upon vesting/settlement of the RSUs or disposition of the underlying shares of Common Stock and that the Participant should consult a tax advisor prior to such vesting or disposition. Finally, the Participant acknowledges that the Participant has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting this Agreement and fully understands all provisions of the Plan and this Agreement.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officer and said Participant has hereunto signed this Agreement on his own behalf, thereby representing that he has carefully read and understands this Agreement and the Plan as of the day and year first written above.

Sabre Corporation

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###PARTICIPANT NAME###

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Sean Menke, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Sabre Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 1, 2019

By: /s/ Sean Menke

Sean Menke

Chief Executive Officer

(principal executive officer of the registrant)

**CERTIFICATION OF CHIEF FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Douglas E. Barnett, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Sabre Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 1, 2019

By: /s/ Douglas E. Barnett

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Douglas E. Barnett

Chief Financial Officer

(principal financial officer of the registrant)

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO  
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906  
OF THE SARBANES-OXLEY ACT OF 2002**

The undersigned, the Chief Executive Officer of Sabre Corporation, hereby certifies that to his knowledge, on the date hereof:

- a. The Form 10-Q of Sabre Corporation for the quarter ended June 30, 2019 (the "Report"), filed on the date hereof with the Securities and Exchange Commission fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- b. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Sabre Corporation.

Date: August 1, 2019

By: /s/ Sean Menke

Sean Menke

Chief Executive Officer

(principal executive officer of the registrant)

This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Sabre Corporation under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.

**CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO  
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906  
OF THE SARBANES-OXLEY ACT OF 2002**

The undersigned, the Chief Financial Officer of Sabre Corporation, hereby certifies that to his knowledge, on the date hereof:

- a. The Form 10-Q of Sabre Corporation for the quarter ended June 30, 2019 (the "Report"), filed on the date hereof with the Securities and Exchange Commission fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- b. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Sabre Corporation.

Date: August 1, 2019

By: /s/ Douglas E. Barnett

Douglas E. Barnett

Chief Financial Officer

(principal financial officer of the registrant)

This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Sabre Corporation under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.