

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K/A

Amendment No. 1

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): March 27, 2018

SABRE CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-36422
(Commission
File Number)

20-8647322
(IRS Employer
Identification No.)

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

76092
(Zip Code)

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

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

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

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

Emerging growth company

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

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

On March 9, 2018, Sabre Corporation (“Sabre”) announced that Rachel A. Gonzalez, Executive Vice President and Chief Administrative Officer, intends to leave Sabre to join the leadership team of a larger enterprise. To provide for an orderly transition of Ms. Gonzalez’s duties and responsibilities, Ms. Gonzalez and Sabre have entered into an amendment to her employment agreement (the “Amendment”), dated March 27, 2018 and effective as of March 30, 2018 (the “Amendment Effective Date”). Pursuant to the Amendment, effective on the Amendment Effective Date, Ms. Gonzalez will serve as Special Counsel to Sabre. The Amendment provides that the term of Ms. Gonzalez’s employment will end on April 26, 2018, and that the termination of Ms. Gonzalez’s employment will be deemed to be a voluntary termination of her employment. Beginning on the Amendment Effective Date, Ms. Gonzalez will be entitled to receive a base salary of \$10,000 per month (less applicable withholdings and deductions). Ms. Gonzalez will not be entitled to receive any additional annual incentive bonus. Her outstanding equity grants will continue to vest in accordance with their terms, but beginning on the Amendment Effective Date, she will not be entitled to receive any additional annual incentive or any additional equity grants, unless otherwise determined by the Compensation Committee of the Board of Directors in its sole discretion. The Amendment further provides that Ms. Gonzalez waives the right to terminate her employment for “Good Reason” under her employment agreement or the Executive Severance Plan as a result of the change in her responsibilities or compensation related to her moving to the Special Counsel position. This description of the Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K/A and incorporated by reference.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits*

<u>Exhibit Number</u>	<u>Description</u>
10.1	<u>Amendment to Employment Agreement, by and between Sabre Corporation and Rachel A. Gonzalez, dated March 27, 2018.</u>

SIGNATURES

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

Sabre Corporation

Dated: March 27, 2018

By: /s/ Richard A. Simonson

Name: Richard A. Simonson

Title: Executive Vice President and Chief Financial Officer



March 27, 2018

Rachel A. Gonzalez
3150 Sabre Drive
Southlake, Texas 76092

Re: Amendment to Letter Agreement

Dear Rachel:

This amendment (“Amendment”), to your letter agreement dated as of September 2, 2014, between the Corporation and you, and as amended on November 7, 2017 (the “Agreement”), amends the Agreement in the manner set forth herein.

In connection with your voluntary termination as Executive Vice President and Chief Administrative Officer of the Company, you and the Company have agreed that you will continue in an operational role with the Company as Special Counsel, to allow for an orderly transition of your duties and responsibilities to your successors. Therefore, in consideration of the mutual covenants contained in this Amendment, and effective as of March 30, 2018 (the “Amendment Effective Date”), the Company and you agree as follows:

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

- (a) Beginning on the Amendment Effective Date and through the Termination Date, you will serve as Special Counsel of Sabre Corporation (the “Company”), with such duties and responsibilities as are assigned to you by the Company. You shall perform all such duties faithfully, industriously, and to the best of your experience and talent. Except as otherwise expressly provided in this Agreement, you shall abide in all material respects by all the Company policies and directives applicable to you.

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

“Unless terminated earlier pursuant to the Severance Plan, the term of this Agreement and your employment shall end on April 26, 2018 (the “Termination Date”). The termination of your employment on the Termination Date shall be deemed in all respects to constitute a voluntary termination of your employment by you, including under the terms of the Severance Plan and any applicable equity plan of Sabre Corporation, and any termination of your employment prior to the Termination Date shall be governed by the terms of the Severance Plan and any applicable equity plan. The period of your employment with the Company shall be referred to herein as the “Employment Period.” Notwithstanding the foregoing, Sections 8, 9 and 11 shall survive termination of this Agreement to the extent necessary to enable the parties to enforce their respective rights hereunder. References in the Agreement to the terms “Initial Term” and “Additional Term” shall continue to have the meanings assigned to them immediately prior to this Amendment.”

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

3. Base Salary

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

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

4. Annual Bonus

You will not be eligible to receive any additional annual incentive bonus from the Company, unless otherwise determined by the Compensation Committee in its sole discretion.

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

5. Participation in Company Equity Plans

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

March 27, 2018

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Sincerely,

SABRE CORPORATION

By: /s/ Doug Johnson

Name: Doug Johnson

Title: Senior Vice President and Interim Chief Human
Resources Officer

Acknowledged and Agreed on March 27, 2018

/s/ Rachel A. Gonzalez

Rachel A. Gonzalez