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

FORM 8-K

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

Date of Report (Date of earliest event reported): June 26, 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 July 2, 2018, Sabre Corporation (“Sabre”) announced that Douglas Barnett, age 59, has been elected Executive Vice President and Chief Financial Officer of Sabre, effective July 23, 2018. On that date Sabre’s current Executive Vice President and Chief Financial Officer, Richard A. Simonson, will assume the title of Senior Advisor of Sabre, to serve during a management transition period until he retires from Sabre on June 30, 2019, as previously announced.

Mr. Barnett has served as Executive Vice President and Chief Financial Officer of Informatica LLC, a global leader in enterprise cloud data management, since 2016. While there, he was responsible for a number of areas of Informatica’s business, including finance, legal, information technology, human resources and corporate development. From 2013 to 2016, Mr. Barnett served as Executive Vice President and Chief Financial Officer of TriZetto Corporation, a health care IT company, where he was responsible for all finance-related functions, including accounting, internal audit, banking, investor relations, cash management, internal and external reporting, tax and treasury, as well as human resources, facilities and IT. From 2007 to 2013, Mr. Barnett was Managing Director, Chief Financial Officer and Chief Administrative Officer of AlixPartners LLP, a global business-advisory firm, where he was responsible for most non-client facing functions at the firm, including accounting, finance, treasury, HR, facilities, internal audit, tax, IT and other operations for 16 global locations. Prior to that, he held financial leadership roles at UGS Corporation, Colfax Corporation and Giddings & Lewis, Inc. Mr. Barnett received a Masters of Management degree from the J.L. Kellogg Graduate School of Management at Northwestern University and his Bachelor of Science degree from the University of Illinois.

The terms of Mr. Barnett’s employment are set forth in his offer letter (the “Offer Letter”), a copy of which is included as Exhibit 10.1. Under the terms of the Offer Letter, Mr. Barnett’s initial base salary is \$690,000 per year, and he will receive a one-time sign-on bonus of \$500,000, subject to repayment in certain circumstances. As a participant in Sabre’s annual incentive plan, Mr. Barnett will be eligible for an annual incentive payment, and his target bonus under the plan has been set at 100% of his base salary (prorated for 2018). He will receive an initial equity grant valued at \$4,250,000, consisting of (i) \$3,500,000 in an equal number of stock options and restricted stock units and (ii) \$750,000 consisting of performance-based restricted stock units. The stock options will vest as to 25% of the shares subject to such options on the first anniversary of the date of grant and as to 6.25% of such shares at the end of each successive three-month period thereafter, subject to his continued employment through each vesting date. The restricted stock unit award will vest as to 25% of the shares of Sabre common stock subject to such award on the anniversary of the grant date in each of calendar years 2019, 2020, 2021 and 2022, subject to his continued employment through each vesting date. The performance-based restricted stock units are to be earned in three equal tranches on each of March 15, 2020, 2021 and 2022, subject to his continued employment through each such date, with the total number of units eligible to be earned for each tranche ranging from zero to 100% of the number of units in that tranche, depending on the degree to which Sabre achieves the revenue and Pre-Tax Adjusted EPS target levels established by our Board for the second half of 2018 and for 2019, for 2020 and for 2021, respectively. Subject in each case to Board of Directors or Compensation Committee approval, he will also receive an equity award with a grant-date value of no less than \$2,500,000 on or about March 15, 2019, and for future grants beginning in 2020, he will receive an equity award with a target value of \$2,500,000. Mr. Barnett will be eligible to participate in Sabre’s employee benefit plans, policies and other compensation and perquisite programs, as well as in Sabre’s Executive Severance Plan as a level 2 employee. He is also subject to the terms of an Executive Confidentiality and Restrictive Covenants Agreement. The foregoing is only a brief description of the material terms of the Offer Letter, does not purport to be a complete description of the rights and obligations of the parties, and is qualified in its entirety by reference to the Offer Letter included as Exhibit 10.1.

A copy of the press release announcing the election of Mr. Barnett is included as Exhibit 99.1.

Item 8.01. Other Events

On June 29, 2018, Sabre announced that Kimberly Warmbier has been elected Executive Vice President and Chief Human Resources Officer of Sabre, effective July 9, 2018.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits*

10.1 [Offer Letter by and between Sabre Corporation and Douglas Barnett, dated June 26, 2018.](#)

99.1 [Press Release, dated July 2, 2018.](#)

SIGNATURES

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

Sabre Corporation

Dated: July 2, 2018

By: /s/ Doug Johnson

Name: Doug Johnson

Title: Senior Vice President and Interim Chief Human Resources Officer



June 26, 2018

Douglas E. Barnett
3150 Sabre Drive
Southlake, TX 76092

Dear Doug:

On behalf of Sabre Corporation (the "Company"), we are pleased to extend you an offer to join the Company as Executive Vice President and Chief Financial Officer with an effective date of July 23, 2018 (the "**Effective Date**"). We believe your background and abilities will be an asset to the Company and will offer a mutually beneficial opportunity for both you and the Company.

You will report directly to the Chief Executive Officer of the Company. While employed by the Company, you will diligently promote the business and best interests of the Company, and you will abide in all material respects with all Company policies and directives applicable to you.

Your compensation and benefit package will be as follows:

- **Base Salary:** Your annual base salary will be \$690,000 ("**Base Salary**"), less withholding for taxes and deductions, which under the Company's current payroll practices will result in a bi-weekly payment of \$26,538.46, less withholding for taxes and deductions, based on 26 pay periods in a year. Your Base Salary will be reviewed annually (typically in the first quarter) for a possible increase (but not decrease) by the Company's Board of Directors (the "**Board**") or a committee of the Board (any revised Base Salary will then be referred to as the "**Base Salary**").
- **Sign-on Bonus:** You will receive a one-time "sign-on" bonus of \$500,000 ("**Sign-on Bonus**"). This Sign-on Bonus will be paid to you within 45 days of your start date with the Company, contingent upon your signing of a bonus repayment agreement in the form attached to this letter as Exhibit A.
- **Annual Bonus:** You will be eligible to participate in the Company's annual incentive plan, the Executive Incentive Program (or any successor program). Your annual target cash bonus under that program will be equal to 100% ("**Target Bonus**") of your Base Salary earnings for the calendar year, based on your attainment of pre-established performance goals as approved each calendar year by the Board or a committee of the Board. The annual bonus for a particular calendar year will be paid to you no later than March of the year following the year in which that bonus was earned. Notwithstanding the foregoing, for the Company's 2018 fiscal year, the Target Bonus will be prorated so that the Target Bonus applies only to the period following the Effective Date.
- **Participation in the Company's Equity Incentive Plan:** You will receive an initial equity grant valued at \$4,250,000 on the date specified in the Company's Policy on Grant of Equity-Based Compensation (which is typically the 15th of the calendar month following the Effective Date). The grant value will be provided as follows: \$3,500,000 in an equal number of stock options and restricted stock units and \$750,000 in PRSUs. The grant is expected to be made under the Sabre Corporation 2016 Omnibus Incentive Compensation Plan (the "**Plan**") and will be subject to the terms and conditions of the Plan and the applicable award agreements issued in connection with the grant. While employed by the Company, you will be eligible to participate in the long-term equity incentive plan maintained by the Company. On or about March 15, 2019, you will receive an equity award with a grant-date value of no less than \$2,500,000. For future grants beginning in 2020, you will receive an equity award with a target value of \$2,500,000. The amount and terms and conditions of any awards to be granted to you will be approved by the Board, the Compensation Committee of the Board or a sub-committee of the Compensation Committee, as applicable.

As a senior executive, you will be subject to the Company's Stock Ownership Guidelines. These guidelines require senior executives to meet specified ownership levels of the Company's stock within five (5) years of becoming a senior executive. The guidelines help to further align the interests of senior executives with the long-term interests of our stockholders, as well as promote the Company's commitment to sound corporate governance. Your guideline level is currently three (3) times your base salary. As noted, you will have five years to achieve this level; however, in the interim you will be subject to certain share retention requirements until you meet this guideline level. In addition, you will be subject to the Company's Insider Trading Policy, which, among other things, imposes certain limitations on when you can trade in the Company's stock and requires you to pre-clear these trades.

- **Other Benefit Plans and Programs:** You will be eligible to participate in the Company's employee benefit plans, policies and other compensation and perquisite programs, including financial planning benefits and an annual physical program, subject to the terms, conditions and eligibility requirements of each of those benefit plans, policies or other compensation programs, including amendments or modifications. While employed by the Company, you will be entitled to paid vacation and sick leave in accordance with the Company's vacation, holiday and other pay for time not worked policies as in effect from time to time. You will be eligible for 15 days paid time off (PTO), two floating holidays and eight company-scheduled holidays under the Company's current policy. Additionally, Sabre will supplement your PTO with an additional 10 days PTO per year up until Company policy dictates an equal or greater number of days. This supplemental PTO may not be exchanged for monetary compensation if you leave the Company or at any other time. For 2018, the amount of PTO and floating holidays will be prorated based on your hire date. These benefit plans, policies or other compensation and perquisite programs may be discontinued or changed from time to time in the Company's sole discretion. While employed by the company, you will be entitled to the protection of all insurance policies the Company elects to maintain generally for the benefits of its directors and officers.
- **Termination Provisions:** You will be eligible to participate in the Company's Executive Severance Plan as a Level 2 Employee, as approved by the Compensation Committee of the Board, which will provide you with certain severance benefits in the event of your termination of employment by the Company other than for Cause or your resignation for Good Reason (each as defined in the Executive Severance Plan, a copy of which is enclosed with this letter) and which otherwise addresses the treatment of your termination of employment.

All compensation payments described in this letter will be paid in accordance with the Company's customary payroll practices and the requirements of applicable law.

The Company shall pay all reasonable attorneys' fees and disbursements incurred by you in connection with the negotiation of this offer letter, up to an aggregate of \$10,000.

While employed by the Company, you may not, without the prior written consent of the Company, directly or indirectly, operate, participate in the management, operations or control of, or act as an executive, officer, consultant, agent or representative of, any type of business or service (other than as an executive of the Company or any of its subsidiaries or affiliates). It will not, however, be a violation of the foregoing requirements for you to (i) subject to the approval of the Chief Executive Officer of the Company, serve as an officer or director or otherwise participate in educational, welfare, social, religious and civic organizations or serve as a director of other for-profit corporations that are not Competitors (as defined in the Executive Confidentiality and Restrictive Covenants Agreement), or (ii) manage your or your family's personal, financial and legal affairs, so long as, in the case of clause (i) or (ii), any such activities do not interfere with the performance of your duties and responsibilities to the Company.

By signing this offer letter, you represent and warrant to, and agree with, the Company that as of the start date specified below (i) neither the execution and delivery of this letter nor the performance of your duties

hereunder violates or will violate the provisions of any other written agreement to which you are a party or by which you are bound or become bound, (ii) there are no written agreements by which you are currently bound which would prevent you from performing your duties hereunder, and (iii) other than as disclosed in writing to the Company, there are no contracts to assign inventions or other intellectual property that are now in existence between you and any other person or entity.

Your offer is contingent on successful completion of the Company's new hire paperwork, execution of the Executive Confidentiality and Restrictive Covenants Agreement attached to this letter as Exhibit A, and the satisfactory results of employment background checks.

This offer letter is not a contract of continuing employment. Subject to the notice provisions contained in the Company's Executive Severance Plan, your employment by the Company is for no fixed term, and will be "at-will," which means that either you or the Company may terminate the employment relationship at any time for any reason or for no reason, with or without cause, and with or without notice. The laws of the State of Texas govern the construction, interpretation and enforcement of this offer letter.

We are delighted to make you this offer. If you agree with the terms outlined in this letter, please sign this letter and return it to me within seven (7) days of receipt.

Sincerely,

/s/ Doug Johnson

Doug Johnson
Senior Vice President and Interim Chief Human Resources Officer

Acceptance:
I agree with the terms and conditions of this letter.

/s/ Douglas E. Barnett

Douglas E. Barnett

06/26/2018

Date



Bonus Agreement

You will receive your signing bonus (less applicable taxes) per the terms in your offer letter.

Your receipt of this bonus is contingent upon your execution of the following Bonus Agreement (the 'Agreement'):

1. If, within one year of payout of any bonus outlined in your offer letter, not including our EIP/VCP program, you are terminated by the Company for Cause (as defined in the Sabre Corporation Executive Severance Plan) or you terminate your employment with the Company other than for Good Reason (as defined in the Sabre Corporation Executive Severance Plan), you will reimburse Sabre for a pro-rata share of your bonus. That pro-rata share will be the full amount of your signing bonus, reduced by one twelfth (1/12) for each full month of your employment with Sabre. No reduction in the reimbursement shall be made for partial months of employment.
2. This Agreement is independent of any other agreement (if any) you have or may have with Sabre. The existence of any claim you may have against Sabre shall not serve as a defense to enforcement of this Agreement.
3. If any provision of this Agreement is held by any court to be invalid or unenforceable, the invalid or unenforceable provision shall be fully severable, and the Agreement shall be construed as if the invalid or unenforceable provision never comprised part of this Agreement. Further, in lieu of the invalid or unenforceable provision, there shall be automatically added, a provision as similar in terms to such invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
4. You hereby authorize Sabre to deduct from your final paycheck the bonus reimbursement due Sabre under paragraph 1 of this Agreement, and any other amounts due Sabre when your employment terminates, whatever the reason for termination. You further agree to reimburse Sabre for all reasonable expenses it incurs, including costs and attorney fees, to collect such amounts.
5. This Agreement shall be interpreted under, and governed by, the laws of the State of Texas and may be enforced in any state or federal court in Tarrant County, Texas.
6. Any modifications to this Agreement must be in writing and signed by both parties.

This Repayment Agreement and all of its Amendments do not constitute a contract of continuous employment or a guarantee of employment with Sabre. Employment with Sabre is at-will at all times, including the duration of this Repayment Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the 26th day of June, 2018.

EXECUTIVE

/s/ Douglas E. Barnett

Douglas E. Barnett

SABRE CORPORATION

/s/ Doug Johnson

Name: Doug Johnson

Title: Senior Vice President and
Interim Chief Human Resources Officer



Executive Confidentiality and Restrictive Covenants Agreement

Executive Name: Douglas E. Barnett

Executive Title: Executive Vice President and Chief Financial Officer

I acknowledge and agree that in my position with the Company, it is expected that: (i) I will be materially involved in conducting or overseeing aspects of the Company's business activities throughout the world; (ii) I will have contact with a substantial number of the Company's employees and the Company's then-current and actively-sought potential customers ("Customers") and suppliers of inventory ("Suppliers"); and (iii) I will have access to the Company's Trade Secrets and Confidential Information. Capitalized terms used in this Agreement and not otherwise defined in the text shall have the meanings assigned to such terms defined in paragraph IX(E) below.

I further acknowledge and agree that my competition with the Company anywhere worldwide, or my attempted solicitation of the Company's employees or Customers or Suppliers, during my employment or within the Restricted Period following my Date of Termination, would be unfair competition and would cause substantial damages to the Company. Consequently, in consideration of my employment with the Company, the Company's covenants in this Agreement, the provision to me by the Company of additional Trade Secrets information and Confidential Information, and the compensation that will be payable to me in my position with the Company, I make the following covenants:

I. Non-solicitation of Company Customers and Suppliers.

While I am employed by the Company and for the Restricted Period following any Date of Termination, I will not, directly or indirectly, on behalf of myself or of anyone other than the Company, solicit or hire or attempt to solicit or hire (or assist any third party in soliciting or hiring or attempting to solicit or hire) any Customer or Supplier in connection with any business activity that then competes with the Company.

II. Non-solicitation of Company Employees.

While I am employed by the Company and for the Restricted Period following any Date of Termination, I will not, without the prior written consent of the Board, directly or indirectly, on behalf of myself or any third party, solicit or hire or recruit or, other than in the good faith performance of my duties, induce or encourage (or assist any third party in hiring, soliciting, recruiting, inducing or encouraging) any employees of the Company or any individuals who were employees within the six month period immediately prior thereto to terminate or otherwise alter his or her employment with the Company. Notwithstanding the foregoing, the restrictions contained in this paragraph II shall not apply to (i) general solicitations that are not specifically directed to employees of the Company or (ii) serving as a reference at the request of an employee.

III. Non-competition with the Company.

While I am employed by the Company and for the Restricted Period following any Date of Termination, I will not, directly or indirectly, whether as an employee, director, owner, partner, shareholder (other than the passive ownership of securities in any public enterprise which represent no more than five percent (5%) of the voting power of all securities of such enterprise), consultant, agent, co-venturer, or independent contractor or otherwise, or through any "person" (which, for purposes of this paragraph III, shall mean an individual, a corporation, a partnership, an association, a joint-stock company, a trust, any unincorporated organization, or a government or political subdivision thereof), perform any services for or on behalf of, any Competitor of the Company. For purposes of this Agreement, a Competitor of the Company shall mean (i) any entity or business (x) that competes or (y) engages in a line of business that competes, in each of (x) and (y), with the business of the Company, and (ii) any unit, division, line of business, parent, subsidiary, affiliate (as defined in Rule 144 under the Securities Act of 1933, as amended), successor or assign of Travelport, Amadeus, AMEX, Etihad Airways, American Airlines,

United Airlines, Delta Airlines, Lufthansa Group, Expedia, Priceline, TripAdvisor, Alphabet, Amazon, Facebook, Concur/SAP, Oracle, Farelogix, TravelClick, Carlson Wagonlit, BCD Travel, Hewlett Packard Enterprises, DXC Technology, Travelsky, Hogg Robinson Group Travel, Computer Sciences Corporation, SITA, Hewlett Packard, or Jeppesen. It is understood and agreed in the event that any of such entities and their respective affiliates, successors and assigns no longer engages in a line of business that competes with any business of the Company, such entity shall no longer be deemed a Competitor of the Company for purposes of this Agreement.

IV. Non-disclosure of Confidential Information and Trade Secrets.

While I am employed by the Company and thereafter, except in the good faith performance of my duties hereunder or where required by law, statute, regulation or rule of any governmental body or agency, or pursuant to a subpoena or court order, I will not, directly or indirectly, for my own account or for the account of any other person, firm or entity, use or disclose any Confidential Information or proprietary Trade Secrets of the Company to any third person unless such Confidential Information or Trade Secret has been previously disclosed to the public or is in the public domain (other than by reason of my breach of this [paragraph IV](#)).

V. Non-Disparagement.

I agree not to deliberately defame or disparage in public comments the Company or any of its respective officers, directors, members, executives or employees. I agree to reasonably cooperate with the Company (at no expense to myself) in refuting any defamatory or disparaging remarks by any third party made in respect of the Company or their respective directors, members, officers, executives or employees.

VI. Enforceability of Covenants.

I acknowledge that the Company has a present and future expectation of business from and with the Customers and Suppliers. I acknowledge the reasonableness of the term, geographical territory, and scope of the covenants set forth in this Agreement, and I agree that I will not, in any action, suit or other proceeding, deny the reasonableness of, or assert the unreasonableness of, the premises, consideration or scope of the covenants set forth herein and I hereby waive any such defense. I further acknowledge that complying with the provisions contained in this Agreement will not preclude me from engaging in a lawful profession, trade or business, or from becoming gainfully employed. I agree that each of my covenants under this Agreement are separate and distinct obligations, and the failure or alleged failure of the Company or the Board to enforce any other provision in this Agreement will not constitute a defense to the enforceability of my covenants and obligations under this Agreement. The Company and I each agree that any breach of any covenant under this Agreement may result in irreparable damage and injury to the other party and that the other party will be entitled to seek temporary and permanent injunctive relief in any court of competent jurisdiction without the necessity of posting any bond, unless otherwise required by the court.

VII. Certain Exceptions.

Notwithstanding anything set forth herein, nothing in this Agreement shall (i) prohibit me from making reports of possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934, as amended, or Section 806 of the Sarbanes-Oxley Act of 2002, or of any other whistleblower protection provisions of federal law or regulation, or (ii) require notification or prior approval by the Company of any such report; provided that, I am not authorized to disclose communications with counsel that were made for the purpose of receiving legal advice or that contain legal advice or that are protected by the attorney work product or similar privilege. Furthermore, I will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, in each case, solely for the purpose of reporting or investigating a suspected violation of law or (ii) in a complaint or other document filed in a lawsuit or proceeding, if such filings are made under seal. Nothing

herein regarding confidentiality shall prohibit me from contacting the EEOC, SEC, or other governmental agencies to report any violations of law or my belief as to such violations and no action shall be taken to retaliate against me because of such reports or filings.

VIII. Post-Employment Transition and Cooperation.

Upon and after the termination of my employment with the Company for any reason (except my death or, if lacking sufficient physical or mental ability, my Disability), I will execute any and all documents and take any and all actions that the Company may reasonably request to effect the transition of my duties and responsibilities to a successor, including without limitation resigning from any positions that I hold by virtue of my employment with the Company. I will make myself reasonably available with respect to, and to cooperate in conjunction with, any litigation or investigation involving the Company, and any administrative matters (including the execution of documents, as reasonably requested). The Company agrees to compensate me (other than with respect to the provision of testimony) for such cooperation at an hourly rate commensurate with my base salary on the Date of Termination, to reimburse me for all reasonable expenses actually incurred in connection with cooperation pursuant to this paragraph VIII, and to provide me with legal representation.

IX. General Provisions.

A. Assignment and Severability

I acknowledge and agree that my obligations hereunder are personal, and that I shall have no right to assign, transfer or delegate and shall not assign, transfer or delegate or purport to assign, transfer or delegate this Agreement or any of my rights or obligations hereunder. This Agreement shall bind my heirs, executors, administrators, legal representatives and assigns. This Agreement shall remain in effect for the benefit of any successor or assign of the business of the Company, and shall inure to the benefit of such successor or assign. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties, or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement, and the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

B. Governing Law and Dispute Resolution

The laws of the State of Texas shall govern the construction, interpretation and enforcement of this Agreement. The parties agree that any and all claims, disputes, or controversies arising out of or related to this Agreement, or the breach of this Agreement, shall be resolved in the Federal or state courts in Tarrant County, Texas. I hereby irrevocably consent to personal jurisdiction and venue in Tarrant County, Texas for any such action and agrees that One Thousand Dollars (\$1,000.00) is the agreed amount for the bond to be posted if the Company seeks an injunction. In addition to all other available remedies, the Company shall be entitled to recover any attorneys' fees and expenses it incurs in connection with any legal proceeding arising out of my breach of this Agreement.

C. Entire Agreement and Waiver

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous correspondence, negotiations, agreements and understandings among the parties, both oral and written, regarding such subject matter. I acknowledge that the Company has not made, and that I have not relied upon, any representations or warranties concerning the subject matter of this Agreement other than those expressly set forth herein, if any. This Agreement may be amended only by written agreement signed by a duly authorized attorney of the Company other than me. The waiver of any rights under this Agreement in any particular instance, or the failure to enforce any provision of this Agreement in any particular instance, shall not constitute a waiver or relinquishment of the right to enforce such provision or enforce this Agreement generally.

D. Duty to Read

I acknowledge that I have read and I understand this Agreement. I further agree that the Company would not have allowed me access to and use of Trade Secrets or Confidential Information and would not have provided me with the authority to develop and use goodwill of the Company without my acceptance of this Agreement.

E. Definitions

“Agreement” means this Executive Confidentiality and Restrictive Covenants Agreement.

“Board” means the Board of Directors of Sabre Corporation.

“Company” means Sabre Corporation, including all of its subsidiaries and all affiliated companies and joint ventures connected by ownership to Sabre Corporation at any time.

“Confidential Information” means all material information regarding the Company (as defined above), any Company activity, Company business or Company Customer that is not generally known to persons not employed or retained (as employees or as independent contractors or agents) by the Company, that is not generally disclosed by Company practice or authority to persons not employed by the Company, that does not rise to the level of a Trade Secret and that is the subject of reasonable efforts to keep it confidential. Confidential Information shall, to the extent such information is not a Trade Secret and to the extent material, include, but not be limited to product code, product concepts, production techniques, technical information regarding the Company products or services, production processes and product/service development, operations techniques, product/service formulas, information concerning Company techniques for use and integration of its website and other products/services, current and future development and expansion or contraction plans of the Company, sale/acquisition plans and contacts, marketing plans and contacts, information concerning the legal affairs of the Company and certain information concerning the strategy, tactics and financial affairs of the Company. “Confidential Information” shall not include information that has become generally available to the public, other than information that has become available as a result, directly or indirectly, of my failure to comply with any of my obligations to the Company. This definition shall not limit any definition of “confidential information” or any equivalent term under the Uniform Trade Secrets Act or any other state, local or federal law.

“Date of Termination” has the meaning set forth in the Sabre Corporation Executive Severance Plan.

“Disability” has the meaning set forth in the Sabre Corporation Executive Severance Plan.

“Restricted Period” means the specified period immediately following your Date of Termination which shall be twenty-four (24) months if you are designated as a Level 1 Employee by the Compensation Committee of the Board (or, if the Board so determines, by another committee of the Board or by the Board itself), and eighteen (18) months if you are designated as a Level 2 Employee.

“Trade Secrets” means all secret, proprietary or confidential information regarding the Company or any Company activity that fits within the definition of “trade secrets” under the Uniform Trade Secrets Act or other applicable law. Without limiting the foregoing or any definition of Trade Secrets, Trade Secrets protected hereunder shall include all source codes and object codes for the Company’s software and all website design information to the extent that such information fits within the Uniform Trade Secrets Act. Nothing in this Agreement is intended, or shall be construed, to limit the protections of any applicable law protecting trade secrets or other confidential information. “Trade Secrets” shall not include information that has become generally available to the public, other than information that has become available as a result, directly or indirectly, of my failure to comply with any of my obligations to the Company. This definition shall not limit any definition of “trade secrets” or any equivalent term under the Uniform Trade Secrets Act or any other state, local or federal law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 26th day of June, 2018.

EXECUTIVE

/s/ Douglas E. Barnett

Douglas E. Barnett

SABRE CORPORATION

/s/ Doug Johnson

Doug Johnson
Senior Vice President and
Interim Chief Human Resources Officer



Sabre Announces Appointment of Doug Barnett as CFO

Company to report second quarter earnings on July 31, 2018

SOUTH LAKE, Texas – July 2, 2018 – Sabre Corporation (NASDAQ: SABR), the leading technology provider to the global travel industry, today announced that Doug Barnett will join the company as executive vice president and chief financial officer, beginning on July 23, 2018. Barnett will succeed Rick Simonson, who previously announced his intention to retire as CFO in 2018. To ensure a smooth transition, Simonson will become a senior advisor to the CEO.

“Doug’s finance, technology and operational expertise makes him the ideal CFO to help build upon Sabre’s strong foundation and execute the next phase of our strategy underpinned by our strong, flexible capital structure,” said Sean Menke, Sabre president and CEO. “His seasoned financial leadership within the technology sector will make Doug an excellent partner for our executive team as we continue our mission to reimagine the business of travel while accelerating our growth and creating value for our customers and shareholders.”

Barnett brings extensive finance, technology and operations experience to Sabre, having most recently served as chief financial officer for Informatica, a global leader in enterprise cloud data management. His more than three decades of experience includes previous CFO positions at TriZetto Corporation and UGS Corporation.

“Sabre’s focused strategy and industry leadership position the company as the technology partner of choice for the dynamic travel industry,” said Mr. Barnett. “I’m looking forward to working closely with the leadership team to help execute our strategy and build on Sabre’s track record of innovation and growth.”

Menke added, “I’d like to thank Rick for his many accomplishments as Sabre’s CFO. He was instrumental in executing our IPO, oversaw divestitures and acquisitions that have made us stronger and more focused, led significant improvements in our financial reporting and forecasting, and helped craft and implement our strategy. Due in large part to Rick’s efforts, Doug takes the CFO reins of Sabre at a time when we have a strong foundation and great momentum.”

Sabre Corporation will host a live webcast of its second quarter 2018 earnings conference call on July 31, 2018 at 9:00 a.m. ET. Sean Menke, Doug Barnett and Rick Simonson will participate on the call to discuss the financial results as well as comment on the forward outlook. The conference call is expected to last approximately one hour and will be accessible by visiting the Investor Relations section of Sabre’s website at investors.sabre.com.

A live audio webcast of the session will be available on the Sabre website at investors.sabre.com. A replay of the event will be available on the website for at least 90 days following the event.



About Sabre

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

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