

Sabre GBL Inc.

EIN 75-2109502

Attachment to Form 8937

Report of Organizational Actions Affecting Basis of Securities

Disclaimer: The information contained in Form 8937 and this attachment does not constitute tax advice and does not purport to take into account any lender's specific circumstances. Lenders are urged to consult their own tax advisors regarding U.S. tax consequences of the amendments described herein and the impact to tax basis resulting from the amendments.

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Form 8937, Part I, Line 10

See below.

Form 8937, Part II, Line 14

Sabre GLBL Inc. (the "Issuer"), a wholly owned subsidiary of Sabre Corporation, is party to an Amended and Restated Credit Agreement dated as of February 19, 2013 (the "Credit Agreement"). This Form 8937 relates to an amendment to the Credit Agreement, the Second Term Loan B Extension Amendment and Ninth Term Loan B Refinancing Amendment (the "Refinancing Amendment"), dated August 15, 2022, to refinance a portion of the outstanding principal amount of the following term loan:

	CUSIP	Original Principal Amount	Interest Rate	Rate Floor	Maturity
Term Loan B	78571YBB5	\$1.8 billion	L + 2.00%	0.00%	2/22/2024

The Refinancing Amendment refinanced \$646.7 million principal amount of the Term Loan B with a new term loan (the "2022 Term Loan B-2"). The refinancing had the effect of extending the maturity date and changing the interest rate payable on \$646.7 million of existing term loans. Holders of an aggregate principal amount of approximately \$182.3 million of the Term Loan B executed a cashless roll into the 2022 Term Loan B-2, and holders of an aggregate principal amount of approximately \$464.3 million of the Term Loan B were repaid with cash. All lenders participating in the Refinancing Amendment received a fee equal to 5% of the principal amount. Any excess proceeds of the 2022 Term Loan B-2 were used to fund the expenses of the Refinancing Amendment.

Interest on the 2022 Term Loan B-2 is payable at a rate equal to the secured overnight financing rate ("SOFR"), plus a 0.10% Credit Spread Adjustment ("CSA"), subject to a floor of 0.50%, plus a margin of 5.00%. The 2022 Term Loan B-2 matures on June 30, 2028. Following is a summary of the terms of the 2022 Term Loan B-2:

	CUSIP	Outstanding Principal	Interest Rate	CSA	Rate Floor	Maturity
2022 Term Loan B-2	78571YBJ8	\$675,000,000	SOFR + 5.00%	0.10%	0.50%	6/30/2028

Form 8937, Part II, Line 15

This Form 8937 addresses the tax consequences of the Refinancing Amendment to an existing Term Loan B lender that participated in the Refinancing Amendment through a cashless roll. Existing Term Loan B lenders that participated in the Refinancing Amendment are referred to as the “Existing Lenders.” The Issuer intends to treat the cashless roll of an interest in the Term Loan B for an interest in the 2022 Term Loan B-2 as a significant modification (i.e., a debt-for-debt exchange).

The tax consequences of the Refinancing Amendment to an Existing Lender will depend on whether the loan surrendered and the loan received therefor represent “securities” for purposes of the rules providing for nontaxable recapitalizations under section 368(a)(1)(E). The Issuer intends to treat the Term Loan B and the 2022 Term Loan B-2 as securities, so that an exchange of an interest in the Term Loan B for an interest in the 2022 Term Loan B-2 would qualify for non-taxable treatment as a recapitalization.

If an exchange qualifies as a recapitalization, an Existing Lender’s aggregate tax basis in the loan received in the exchange will include the aggregate adjusted tax basis in the loan surrendered in the exchange. It is not clear whether the fee received by participating lenders is properly treated as part of the recapitalization. To the extent that the fee is treated as part of the recapitalization, it would represent boot, and gain would be recognized to the extent of any boot received.

If an exchange does not qualify as a recapitalization, an Existing Lender will recognize gain or loss in the exchange, and the lender’s tax basis in the loan received in the exchange will equal the issue price of the loan. The issue price of the 2022 Term Loan B-2 is 95% of its face amount.

Lenders should consult their tax advisors to determine the tax consequences of the Refinancing Amendment to them.

Form 8937, Part II, Line 16

If the Refinancing Amendment represents a recapitalization, an Existing Lender will have an aggregate tax basis in the 2022 Term Loan B-2 received in the exchange equal to the aggregate tax basis of the loan surrendered in the exchange, increased by any gain recognized in the exchange, and reduced by any cash received in the exchange.

To the extent the Refinancing Amendment is not a recapitalization, an Existing Lender will recognize gain or loss upon the exchange of an interest in the Term Loan B for an interest in the 2022 Term Loan B-2 received. In that event, the lender's tax basis in the 2022 Term Loan B-2 received in the exchange will equal the issue price thereof.

Lenders should consult their tax advisors to determine the tax consequences of the Refinancing Amendment to them.

Form 8937, Part II, Line 17

Sections 354, 358, 1001 and 1012.

Form 8937, Part II, Line 18

The Refinancing Amendment generally should not result in a loss to Existing Lenders to the extent the Refinancing Amendment is a non-taxable recapitalization. To the extent the Refinancing Amendment is not a recapitalization, the Refinancing Amendment may result in a loss to an Existing Lender to the extent such lender's tax basis in the loan surrendered exceeds the sum of any cash received and the issue price of the 2022 Term Loan B-2 received in exchange therefor.

Lenders should consult their tax advisors to determine the tax consequences of the Refinancing Amendment to them.