

Part II Organizational Action (continued)

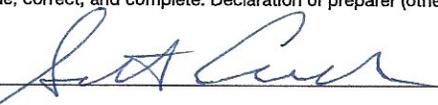
17 List the applicable Internal Revenue Code section(s) and subsection(s) upon which the tax treatment is based ▶ SEE ATTACHED

18 Can any resulting loss be recognized? ▶ SEE ATTACHED

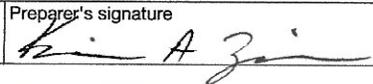
19 Provide any other information necessary to implement the adjustment, such as the reportable tax year ▶ N/A

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature ▶  Date ▶ 4/25/2022

Print your name ▶ SCOTT COCKRELL Title ▶ VP OF TAX

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	KEVIN A ZINSER		04/25/2022		P00348794
	Firm's name ▶ DELOITTE TAX LLP	Firm's EIN ▶		86-1065772	
	Firm's address ▶ 2200 ROSS AVENUE, SUITE 1600, DALLAS, TX 75201	Phone no.		214-840-1088	

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.

Sabre GLBL Inc.
EIN 75-2109502
Attachment to Form 9937
Report of Organizational Actions Affecting Basis of Securities

Form 9937, Part I, Line 10

See below.

Form 9937, 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 9937 relates to an amendment to the Credit Agreement (the "Refinancing Amendment"), dated March 9, 2022, to refinance a portion of the outstanding principal amount of the following term loan:

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

The Refinancing Amendment refinanced \$623 million principal amount of the Term Loan B with a new term loan (the "2022 Other Term B Loan"). The refinancing had the effect of extending the maturity date and changing the interest rate payable on \$623 million of existing term loans. Holders of an aggregate principal amount of approximately \$482 million of the Term Loan B executed a cashless roll into the 2022 Other Term B Loan, and holders of an aggregate principal amount of approximately \$141 million of the Term Loan B were repaid with cash. All lenders participating in the Refinancing Amendment received a fee equal to 1% of the principal amount. Any excess proceeds of the 2022 Other Term Loan B were used to fund the expenses of the Refinancing Amendment.

Interest on the 2022 Other Term B Loan is payable at a rate equal to the secured overnight financing rate ("SOFR"), subject to a floor of 0.50%, plus a 0.10% Credit Spread Adjustment ("CSA"), plus a margin of 4.25%. The 2022 Other Term B Loan matures on June 30, 2028. Following is a summary of the terms of the 2022 Other Term B Loan:

	CUSIP	Outstanding Principal	Interest Rate	CSA	Rate Floor	Maturity
2022 Other Term B Loan	78571YBH2	\$625,000,000	SOFR + 4.25%	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 Other Term B Loan 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 Other Term B Loan as securities, so that an exchange of an interest in the Term Loan B for an interest in the 2022 Other Term B Loan 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 Other Term B Loan is 99% 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 Other Term B loan 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 Other Term B Loan received. In that event, the lender’s tax basis in the 2022 Other Term B Loan 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 Other Term B Loan received in exchange therefor.

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