

SABRE CORP

FORM 8-K (Current report filing)

Filed 08/23/17 for the Period Ending 08/23/17

Address	3150 SABRE DRIVE SOUTHLAKE, TX 76092
Telephone	682 605 1000
CIK	0001597033
Symbol	SABR
SIC Code	7370 - Computer Programming, Data Processing, And
Industry	Software
Sector	Technology
Fiscal Year	12/31

**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): August 23, 2017

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 1.01 Entry into a Material Definitive Agreement.*Amendments to Sabre Credit Agreement*

On August 23, 2017, Sabre GBL Inc. (the “Borrower”), a wholly-owned subsidiary of Sabre Corporation (“Sabre,” the “Corporation,” “we,” “us,” or “our”), Sabre Holdings Corporation (“Holdings”) and the several guarantors thereunder entered into the Term Loan B-1 Facility Amendment, the Term Loan A Facility Amendment and the Revolver Amendment (each as defined below and collectively, the “Amendments”), each dated August 23, 2017, each amending the Borrower’s senior secured credit facilities. The Amendments were entered into pursuant to that certain Amended and Restated Credit Agreement, dated as of February 19, 2013 (as further amended on September 30, 2013, February 20, 2014, July 18, 2016 and February 22, 2017, the “Credit Agreement”), by and among the Borrower, Holdings, the lenders party thereto, the other parties thereto and Bank of America, N.A., as administrative agent (the “Administrative Agent”).

The Fourth Incremental Term Facility Amendment to the Credit Agreement among the Borrower, Holdings, each of the other Loan Parties (as defined in the Credit Agreement) party thereto, the Administrative Agent and the 2017 B-1 Incremental Term Lenders (as defined therein) party thereto (the “Term Loan B-1 Facility Amendment”) provides dollar-denominated “Term Loan B” tranche of term loans in an aggregate principal amount of approximately \$1.89 billion (the “Term Loan B-1”), maturing on February 22, 2024, and amends certain provisions of the Credit Agreement. Pursuant to the Term Loan B-1 Facility Amendment, interest rates for the Term Loan B-1 tranche are calculated in accordance with the Credit Agreement, with the applicable interest rate margins reduced to 2.25% per annum for Eurocurrency rate loans and 1.25% per annum for base rate loans. The proceeds of the Term Loan B-1 were used to pay off in full all \$1.89 billion of the existing Term B Loans incurred prior to August 23, 2017 under the Credit Agreement.

The Term A Loan Refinancing Amendment to the Credit Agreement among the Borrower, Holdings, each of the other Loan Parties party thereto, the Administrative Agent and the 2017 Other Term A Lenders (as defined therein) party thereto (the “Term Loan A Facility Amendment”) provides dollar-denominated “Term Loan A” tranche of term loans in an aggregate principal amount of \$570 million (the “Term Loan A”), maturing on July 1, 2022. Pursuant to the Term Loan A Facility Amendment, interest rates for the Term Loan A tranche are calculated in accordance with the Credit Agreement, with the applicable interest rate margins ranges 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 decreased by 25 basis points (up to 75 basis points total) if the Senior Secured First-Lien Net Leverage Ratio (as defined in the Credit Agreement) is less than 3.75 to 1.0, 3.00 to 1.0, or 2.25 to 1.0, respectively. The applicable interest rate margins will open at 2.25% per annum for Eurocurrency rate loans and 1.25% per annum for base rate loans until receipt of first compliance certificate after August 23, 2017. The scheduled amortization for the Term Loan A is 5%, 5%, 10%, 10% and 10% for years one through five, respectively. The proceeds of the Term Loan A were used to pay off in full all \$570 million of the existing Incremental Term A Loans incurred prior to August 23, 2017 under the Credit Agreement.

A replacement revolving credit facility in an aggregate principal amount of \$400 million (the “New Revolver”), maturing on July 1, 2022, was established pursuant to a Second Revolving Facility Refinancing Amendment to the Credit Agreement among the Borrower, Holdings, each of the other Loan Parties party thereto, the Administrative Agent and the Lenders (as defined therein) party thereto (the “Revolver Amendment”). The New Revolver replaces the existing \$400 million revolving facilities. The Revolver Amendment reduced the applicable interest rate margins for the New Revolver loans and letter of credit fees to (i) between 2.50% and 1.75% per annum for Eurocurrency rate loans and letter of credit fees and (ii) between 1.50% and 0.75% per annum for base rate loans, in each case with the applicable margin for any quarter decreased by 25 basis points (up to 75 basis points total) if the Senior Secured First-Lien Net Leverage Ratio is less than 3.75 to 1.0, 3.00 to 1.0, or 2.25 to 1.0, respectively. The applicable interest rate margins will open at 2.25% per annum for Eurocurrency rate loans and 1.25% per annum for base rate loans until receipt of first compliance certificate after August 23, 2017.

The foregoing description of the Amendments is not intended to be complete and is qualified in its entirety by reference to the full text of the Amendments, which is incorporated herein by reference to Exhibit 10.1, Exhibit 10.2 and Exhibit 10.3 to this Current Report on Form 8-K.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The disclosure set forth under Item 1.01 above is incorporated herein by reference.

Item 8.01 Other Events.*Press Release*

On August 23, 2017, Sabre issued a press release announcing the Borrower’s entry into the Amendments. A copy of this press release is filed as Exhibit 99.1 and incorporated by reference.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits*

<u>Exhibit Number</u>	<u>Description</u>
10.1	Fourth Incremental Term Facility Amendment to Amended and Restated Credit Agreement, dated August 23, 2017, among Sabre GLBL Inc., Sabre Holdings Corporation, each of the other Loan Parties party thereto, Bank of America, N.A., as Administrative Agent and the 2017 B-1 Incremental Term Lenders party thereto.
10.2	Term A Loan Refinancing Amendment to Amended and Restated Credit Agreement, dated August 23, 2017, among Sabre GLBL Inc., Sabre Holdings Corporation, each of the other Loan Parties party thereto, Bank of America, N.A., as Administrative Agent and the 2017 Other Term A Lenders party thereto.
10.3	Second Revolving Facility Refinancing Amendment to Amended and Restated Credit Agreement, dated August 23, 2017, among Sabre GLBL Inc., Sabre Holdings Corporation, each of the other Loan Parties party thereto, Bank of America, N.A., as Administrative Agent and Lenders party thereto.
99.1	Press release issued by Sabre Corporation on August 23, 2017.

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: August 23, 2017

By: /s/ Richard A. Simonson

Name: Richard A. Simonson

Title: Executive Vice President and Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	Fourth Incremental Term Facility Amendment to Amended and Restated Credit Agreement, dated August 23, 2017, among Sabre GBLB Inc., Sabre Holdings Corporation, each of the other Loan Parties party thereto, Bank of America, N.A., as Administrative Agent and the 2017 B-1 Incremental Term Lenders party thereto.
10.2	Term A Loan Refinancing Amendment to Amended and Restated Credit Agreement, dated August 23, 2017, among Sabre GBLB Inc., Sabre Holdings Corporation, each of the other Loan Parties party thereto, Bank of America, N.A., as Administrative Agent and the 2017 Other Term A Lenders party thereto.
10.3	Second Revolving Facility Refinancing Amendment to Amended and Restated Credit Agreement, dated August 23, 2017, among Sabre GBLB Inc., Sabre Holdings Corporation, each of the other Loan Parties party thereto, Bank of America, N.A., as Administrative Agent and Lenders party thereto.
99.1	Press release issued by Sabre Corporation on August 23, 2017.

FOURTH INCREMENTAL TERM FACILITY AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT, dated as of August 23, 2017 (this “Incremental Term Facility Amendment”), among Sabre GLBL Inc., a Delaware corporation (the “Borrower”), Sabre Holdings Corporation, a Delaware corporation (“Holdings”), each of the other Loan Parties, Bank of America, N.A., as administrative agent (the “Administrative Agent”), and the Lenders party hereto (each a “2017 B-1 Incremental Term Lender” and, collectively “2017 B-1 Incremental Term Lenders”). The joint lead arrangers and joint lead bookrunners for the Fourth Incremental Term Facility Amendment are Merrill Lynch, Pierce, Fenner & Smith Incorporated (together with its designated affiliates), Goldman Sachs Lending Partners LLC, JP Morgan Chase Bank, N.A., Mizuho Bank, Ltd., Morgan Stanley MUFG Loan Partners, LLC, acting through The Bank of Tokyo-Mitsubishi UFJ, Ltd., a member of MUFG, a global financial group and Morgan Stanley Senior Funding, Inc., PNC Bank, National Association and Wells Fargo Securities, LLC.

WHEREAS, the Borrower, Holdings, the Lenders and the Administrative Agent are parties to that certain Amended and Restated Credit Agreement dated as of February 19, 2013 (as amended, amended and restated, modified and/or supplemented through the date hereof, the “Credit Agreement”), pursuant to which the Lenders have extended credit to the Borrower;

WHEREAS, in accordance with the provisions of Section 2.14 of the Credit Agreement and pursuant to a request for Incremental Term Loans in the form of a term sheet dated as of August 1, 2017, posted to a website for the benefit of the Lenders and the 2017 B-1 Incremental Term Lenders, the Borrower has notified the Administrative Agent that it is requesting that the 2017 B-1 Incremental Term Lenders provide 2017 B-1 Incremental Term Loans (as defined below) in the aggregate principal amount of \$1,890,500,000 (the “Incremental Request”) on the terms and conditions set forth in this Incremental Term Facility Amendment, the proceeds of which will be used to repay all existing Term B Loans incurred prior to the date hereof (such Term Loans, the “Existing Term B Loans”);

WHEREAS, in accordance with the provisions of Section 2.14 of the Credit Agreement and the terms and conditions set forth herein, the Borrower, Holdings, each of the other Loan Parties, the 2017 B-1 Incremental Term Lenders and the Administrative Agent wish to effect this Incremental Term Facility Amendment with respect to the Incremental Request;

WHEREAS, the Lenders party hereto wish to amend certain provisions of the Credit Agreement as hereinafter provided, on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

SECTION 2 Incremental Term Loan Amendment.

(a) For the avoidance of doubt, (i) this Incremental Term Facility Amendment constitutes an “Incremental Term Facility Amendment” pursuant to which a new Class of Incremental Term Loans is established pursuant to Section 2.14 of the Credit Agreement and (ii) from and after the Fourth Incremental Amendment Effective Date (as hereinafter defined), (A) each reference to “Term B Loan” and “Term B Borrowings” (and related terms as appropriate) in the Credit Agreement (as amended pursuant to Section 3 hereof) and the other Loan Documents shall be deemed to refer to, and constitute, the 2017 B-1

Incremental Term Loans (or a Borrowing thereof, as appropriate) established pursuant to this Incremental Term Facility Amendment, (B) each 2017 B-1 Incremental Term Lender shall constitute a “Lender”, a “Term B Lender” and a “Term Lender” as defined in the Credit Agreement (as amended pursuant to Section 3 hereof) and (C) each reference to a “Term B Commitment” in the Credit Agreement (as amended pursuant to Section 3 hereof) shall be deemed to refer to, and constitute, a 2017 B-1 Incremental Term Commitment (as defined below).

(b) Subject to the terms and conditions set forth herein and the occurrence of the Fourth Incremental Amendment Effective Date (as defined below), each 2017 B-1 Incremental Term Lender agrees and shall be obligated to make 2017 B-1 Incremental Term Loans to the Borrower on the Fourth Incremental Amendment Effective Date in an amount equal to the amount of its 2017 B-1 Incremental Term Commitment. On the Fourth Incremental Amendment Effective Date (after giving effect to this Incremental Term Facility Amendment) the aggregate outstanding amount of the 2017 B-1 Incremental Term Loans shall be \$1,890,500,000.

(c) The Administrative Agent has prepared a schedule, in consultation with the Borrower, which sets forth the allocated commitments (with respect to each 2017 B-1 Incremental Term Lender, its “2017 B-1 Incremental Term Commitment” and, collectively, the “2017 B-1 Incremental Term Commitments”) of each 2017 B-1 Incremental Term Lender with respect to the 2017 B-1 Incremental Term Loans. The Administrative Agent has notified each 2017 B-1 Incremental Term Lender of its allocated 2017 B-1 Incremental Term Commitment and each 2017 B-1 Incremental Term Lender by providing its 2017 B-1 Incremental Term Commitment and/or agreeing to the Term Loan Conversions (as defined below), as applicable, has consented to the terms of this Incremental Term Facility Amendment. On the Fourth Incremental Amendment Effective Date, all then outstanding Existing Term B Loans shall be repaid in full as follows:

(i) the outstanding aggregate principal amount of Existing Term B Loans of each existing Term B Lender under the Credit Agreement with respect to Existing Term B Loans immediately prior to giving effect to this Incremental Term Facility Amendment (each, an “Existing Term Lender”) which has executed this Fourth Incremental Term Facility Amendment by executing option A on its signature page and that has a 2017 B-1 Incremental Term Commitment (each, a “2017 Converting B-1 Lender”) shall automatically be converted into 2017 B-1 Incremental Term Loans (each, a “2017 Converted B-1 Incremental Term Loan”) in a principal amount equal to such 2017 Converting B-1 Lender’s 2017 B-1 Incremental Conversion Amount (as defined below) (the “Term Loan Conversion”);

(ii) Bank of America, N.A. (the “New 2017 B-1 Incremental Term Lender”) agrees to make to the Borrower a new Term Loan (each, a “New 2017 B-1 Incremental Term Loan” and, collectively, the “New 2017 B-1 Incremental Term Loans”) and, together with the 2017 Converted B-1 Incremental Term Loans, the “2017 B-1 Incremental Term Loans”) in a principal amount equal to the New 2017 B-1 Incremental Term Lender’s 2017 B-1 Incremental Term Commitment on the Fourth Incremental Amendment Effective Date in accordance with the terms and conditions of this Incremental Term Facility Amendment;

(iii) to the extent any Existing Term Lender has a 2017 B-1 Incremental Term Loan Conversion Amount (as defined below) that is less than the full outstanding principal amount of the Existing Term B Loans of such Existing Term Lender, such Existing Term Lender shall be repaid in cash with the proceeds of the 2017 B-1 Incremental Term Loans in an amount equal to the difference between the outstanding principal amount of the Existing Term B Loans of such Existing Term Lender and such Existing Term Lender’s 2017 B-1

Incremental Term Loan Conversion Amount (the “Non-Converting Portion”). As used herein, “2017 B-1 Incremental Term Loan Conversion Amount” shall mean, as to any 2017 Converting B-1 Lender, the final amount of such 2017 Converting B-1 Lender’s 2017 B-1 Incremental Term Commitment on the Fourth Incremental Amendment Effective Date. The “2017 B-1 Incremental Term Loan Conversion Amount” of any 2017 Converting B-1 Term Lender shall not exceed (but may be less than) the outstanding principal amount of such 2017 Converting B-1 Term Lender’s Existing Term B Loans (determined immediately prior to the Fourth Incremental Amendment Effective Date). All such determinations made by the Administrative Agent and the Borrower shall, absent manifest error, be final, conclusive and binding on the Borrower and the Lenders, and the Administrative Agent and the Borrower shall have no liability to any Person with respect to such determination; and

(iv) the outstanding aggregate principal amount of Existing Term B Loans of each Term B Lender which (i) is an Existing Term Lender and (ii) is not a 2017 Converting B-1 Lender (a Lender meeting the requirements of the immediately preceding clauses (i) and (ii), each, a “Non-Converting Lender”) shall be repaid in full in cash with respect to its Existing Term B Loans with the proceeds of the 2017 B-1 Incremental Term Loans.

(d) Each 2017 B-1 Incremental Term Lender hereby agrees to “fund” its 2017 B-1 Incremental Term Loans in an aggregate principal amount equal to such 2017 B-1 Incremental Term Lender’s 2017 B-1 Incremental Term Commitment as follows:

(i) each 2017 Converting B-1 Lender shall fund its Converted 2017 B-1 Incremental Term Loans to the Borrower by converting all or a portion of its then outstanding principal amount of Existing Term B Loans into a Converted 2017 B-1 Incremental Term Loan in an equal principal amount as provided in clause (c)(ii) above; and

(ii) the New 2017 B-1 Incremental Term Lender shall fund in cash an amount equal to its 2017 B-1 Incremental Term Commitment to the Borrower.

(e) On the Fourth Incremental Amendment Effective Date, the Borrower shall pay in cash (x) all accrued but unpaid interest owing with respect to the Existing Term B Loans through the Fourth Incremental Amendment Effective Date and (y) to each Existing Term Lender, any loss, expense or liability due under Section 3.05 of the Credit Agreement.

(f) Promptly following the Fourth Incremental Amendment Effective Date, all Notes, if any, evidencing the Existing Term B Loans shall be cancelled, and any 2017 B-1 Incremental Term Lender may request that its 2017 B-1 Incremental Term Loan be evidenced by a Note pursuant to Section 2.11 of the Credit Agreement.

(g) Notwithstanding anything to the contrary contained in the Credit Agreement, the proceeds of the 2017 B-1 Incremental Term Loans will be used (x) first, to repay the outstanding principal amount of all Existing Term B Loans on the Fourth Incremental Amendment Effective Date and (y) second, for general corporate purposes.

(h) The New 2017 B-1 Incremental Term Lender hereby (i) represents and warrants that (A) it has full power and authority, and has taken all action necessary, to become a Lender under the Credit Agreement, (B) from and after the Fourth Incremental Amendment Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of its 2017 B-1 Incremental Term Commitments and New 2017 B-1 Incremental Term Loans, shall have the obligations of a Lender thereunder and (C) it has received a copy of the Credit Agreement, together with copies of the most recent

financial statements delivered pursuant to Section 6.01 thereof, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Incremental Term Facility Amendment and to provide 2017 B-1 Incremental Term Commitments and to make New 2017 B-1 Incremental Term Loans on the basis of which it has made such analysis and decision independently and without reliance on any Agent or any other Lender, and (ii) agrees that (A) if it is a Foreign Lender, it will promptly (and no later than the Fourth Incremental Amendment Effective Date) deliver to the Administrative Agent any information that is required to be delivered by it pursuant to Section 3.01 of the Credit Agreement, (B) it will, independently and without reliance on any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement and (C) it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

(i) The Borrower hereby consents, for purposes of Section 11.07(b)(i)(A) of the Credit Agreement, to the assignment on or within ninety (90) days of the Fourth Incremental Amendment Effective Date of any New 2017 B-1 Incremental Term Loans by Bank of America, N.A., as an 2017 B-1 Incremental Term Lender, to (A) any Person that was an Existing Term Lender on the Fourth Incremental Amendment Effective Date (immediately prior to giving effect thereto) or (B) any Eligible Assignee separately identified, and acceptable, to the Borrower.

SECTION 3 *Amendments to the Credit Agreement*. Each of the parties hereto (which, after giving effect to the incurrence of the 2017 B-1 Incremental Term Loans, includes the Required Lenders) agrees that, effective on the Fourth Incremental Amendment Effective Date (immediately after giving effect to incurrence of the 2017 B-1 Incremental Term Loans), the Credit Agreement shall be amended as follows:

(a) The definition of “Applicable Rate” appearing in Section 1.01 of the Credit Agreement is hereby amended by:

(i) restating the lead in to such definition as follows:

“means (x) with respect to any Term B Loans, (I) for Base Rate Loans, 1.25% and (II) for Eurocurrency Rate Loans, 2.25% and (y) with respect to any Revolving Credit Loans, Letter of Credit Fees and Commitment Fees, the percentages per annum listed in the table below, based upon the Senior Secured First-Lien Net Leverage Ratio as set forth in the most recent Compliance Certificate received by the Administrative Agent pursuant to Section 6.02(a).”; and

(ii) deleting the first grid appearing therein.

(b) The definition of “Credit Agreement Refinancing Indebtedness” set forth in Section 1.01 of the Credit Agreement is hereby amended

(i) by restating in full clause (b) prior to the proviso set forth therein as follows:

“(b) Indebtedness incurred pursuant to a Refinancing Amendment, in each case, issued, incurred or otherwise obtained in exchange for, or to extend, renew, replace or refinance, in whole or part, then existing Term Loans, Revolving Credit Commitments, outstanding Revolving Credit Loans and related letters of credit and commitments, (including any successive Credit Agreement Refinancing Indebtedness) (“**Refinanced Debt**”);”;

(ii) by inserting at the beginning of clause (i) of the proviso set forth therein the following text: “other than in the case of Incremental Term A Loan Refinancing Indebtedness.”;

(iii) by restating in full clause (ii) of the proviso set forth therein as follows:

“(ii) such Indebtedness the same maturity or a later maturity than the Refinanced Debt (except such Credit Agreement Refinancing Indebtedness that are Revolving Credit Commitments may in any event have additional mandatory commitment reductions so long as same do not occur prior to the maturity date that previously applied to the commitments being extended)”;

(iv) by restating in full clause (iii) of the proviso set forth therein as follows:

“(iii) in the case of Term Loans (other than Incremental Term A Loan Refinancing Indebtedness), the scheduled amortization applicable to such Indebtedness shall not exceed 1% per annum of the original aggregate principal amount of such extending, renewing or refinancing Indebtedness (taking into account any additions thereto by way of extensions made as part of the respective Class) at any time prior to the final maturity of the respective Refinanced Debt that are Term Loans”; and

(v) by inserting the following proviso to the end of such definition:

“; *provided* that, notwithstanding anything to the contrary above, the Other Term Loans incurred pursuant to a Refinancing Amendment to be entered into on or as of the Fourth Incremental Amendment Effective Date to refinance in full the Incremental Term A Loans incurred prior to the Fourth Incremental Amendment Effective Date (the “**Incremental Term A Loan Refinancing Indebtedness**”) shall be deemed to constitute “Credit Agreement Refinancing Indebtedness.”

(c) The definition of “Repricing Premium” set forth in Section 1.01 of the Credit Agreement is hereby amended by deleting the text “Third Incremental Amendment Effective Date” appearing therein and inserting the text “Fourth Incremental Amendment Effective Date” in lieu thereof.

(d) The definition of “Term B Commitment” set forth in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“**Term B Commitment**” means as to each Term B Lender, its obligation to make a Term B Loan to the Borrower pursuant to Section 2.01(a)(i) in an aggregate amount not to exceed such Term B Lender’s 2017 B-1 Incremental Term Commitment (as such term is defined in the Fourth Incremental Term Facility Amendment) or in the Assignment and Assumption pursuant to which such Term B Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. The aggregate Term B Commitments of all Term B Lenders shall be \$1,890,500,000 on the Fourth Incremental Amendment Effective Date.”

(e) Section 1.01 of the Credit Agreement is hereby amended by adding:

(i) “**Fourth Incremental Amendment Effective Date**” has the meaning specified in the Fourth Incremental Term Facility Amendment.

(ii) “**Fourth Incremental Term Facility Amendment**” means that certain Fourth Incremental Term Facility Amendment to Amended and Restated Credit Agreement, date as of August 23, 2017, by and among Holdings, the Borrower, the other Loan Parties party thereto, the Lenders party thereto and the Administrative Agent.

(iii) “ **Incremental Term A Loan Refinancing Indebtedness** ” has the meaning specified in the Fourth Incremental Term Facility Amendment.

(f) Section 2.01(a)(i) of the Credit Agreement is hereby amended by (x) deleting the text “Third Incremental Term Facility Amendment” appearing therein and inserting the text “Fourth Incremental Term Facility Amendment” in lieu thereof and (y) deleting the text “Third Incremental Amendment Effective Date” appearing therein and inserting the text “Fourth Incremental Amendment Effective Date” in lieu thereof.

(g) Section 2.07(a)(i) of the Credit Agreement is hereby amended by deleting the text “Third Incremental Amendment Effective Date” appearing therein and inserting the text “Fourth Incremental Amendment Effective Date” in lieu thereof.

(h) Section 2.14(a)(i) of the Credit Agreement is hereby amended by deleting in their entirety both provisos after clause (E).

(i) Section 2.14(a)(ii) of the Credit Agreement is hereby amended by deleting the text “the date that is 18 months after the Third Incremental Amendment Effective Date” appearing therein and inserting the text “August 22, 2018” in lieu thereof.

(j) Clause (iii)(y) of the first proviso appearing in Section 2.15(a) of the Credit Agreement is hereby amended by deleting the text “is not prior to” appearing therein and replacing it with “is the same as or later than” in lieu thereof”.

SECTION 4 ***Representations and Warranties***. To induce the other parties hereto to enter into this Incremental Term Facility Amendment, each Loan Party represents and warrants to each of the Lenders party hereto and the Administrative Agent that:

(a) the execution, delivery and performance by each Loan Party of this Incremental Term Facility Amendment has been duly authorized by all necessary corporate, limited liability company and/or partnership action, as applicable, of such Loan Party;

(b) this Incremental Term Facility Amendment has been duly executed and delivered by such Loan Party;

(c) each of this Incremental Term Facility Amendment, the Credit Agreement and each other Loan Document to which each Loan Party is a party, after giving effect to the amendments pursuant to this Incremental Term Facility Amendment and the transactions contemplated hereby, constitutes a legal, valid and binding obligation of such Loan Party, enforceable against it in accordance with its terms, subject to Debtor Relief Laws and to general principles of equity;

(d) no material approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Incremental Term Facility Amendment or the Credit Agreement, after giving effect to the amendments pursuant to this Incremental Term Facility Amendment and the transactions contemplated hereby or for the consummation of the transactions contemplated hereby;

(e) the execution, delivery and performance by each Loan Party of this Incremental Term Facility Amendment and the performance of the Credit Agreement, after giving effect to the amendments pursuant to this Incremental Term Facility Amendment, are within such Loan Party’s corporate, limited liability company or limited partnership powers, as applicable, and do not and will not (i) contravene

the terms of any of such Person's Organization Documents or (ii) violate any applicable material Law; in the case of this clause (ii), to the extent that such violations would not reasonably be expected to have a Material Adverse Effect; and

(f) immediately before and after giving effect to this Incremental Term Facility Amendment and the transactions contemplated hereby (i) the representations and warranties of the Borrower and each of the other Loan Parties set forth in Article V of the Credit Agreement and in the other Loan Documents are true and correct in all material respects on and as of the Fourth Incremental Amendment Effective Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they were true and correct in all material respects as of such earlier date; *provided* that any representation or warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language is true and correct (after giving effect to any qualification therein) in all respects on such respective dates, and (ii) no Default shall have occurred and be continuing as of the Fourth Incremental Amendment Effective Date, after giving effect to this Incremental Term Facility Amendment and the transactions contemplated hereby.

SECTION 5 Effectiveness. This Incremental Term Facility Amendment shall become effective as of the date (the "Fourth Incremental Amendment Effective Date") on which each of the following conditions shall have been satisfied:

(a) the Administrative Agent (or its counsel) shall have received counterparts of this Incremental Term Facility Amendment that, when taken together, bear the signatures of (i) Holdings, (ii) the Borrower, (iii) each other Guarantor (iv) the Administrative Agent, (iv) each 2017 B-1 Incremental Term Lender and (v) solely with respect to Section 3 hereof, the Lenders constituting Required Lenders (immediately after giving effect to the incurrence of the 2017 B-1 Incremental Term Loans);

(b) the Administrative Agent shall have received a certificate signed by a Responsible Officer of the Borrower certifying that the condition set forth in clause (f) below has been satisfied on or as of the Fourth Incremental Amendment Effective Date;

(c) the Existing Term B Loans of each Non-Converting Lender and the Non-Converting Portion of Existing Term B Loans of each 2017 Converting B-1 Term Lender shall be repaid in cash with the proceeds received from the 2017 B-1 Incremental Term Loans established pursuant to this Incremental Term Facility Amendment and all accrued interest, fees and premiums (if any) in connection with such Existing Term B Loans and the other Existing Term B Loans shall have been paid;

(d) the Administrative Agent shall have received a certificate from the chief financial officer of the Borrower substantially in the form of the certificate delivered pursuant to Section 4.01(a)(vi) to the Credit Agreement (with appropriate modifications to reflect the consummation of the transactions contemplated by this Incremental Term Facility Amendment on the Fourth Incremental Amendment Effective Date) attesting to the Solvency of the Borrower and its Subsidiaries (taken as a whole) after giving effect to this Incremental Term Facility Amendment and the transactions contemplated hereby;

(e) the Administrative Agent shall have received such other documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of each Loan Party and the authorization of this Incremental Term Facility Amendment and amendment of the Credit Agreement and the other transactions contemplated hereby, all in form and substance reasonably satisfactory to the Administrative Agent;

(f) all of the conditions specified in Section 2.14 of the Credit Agreement with respect to the 2017 B-1 Incremental Term Loans shall have been satisfied;

(g) the Administrative Agent shall have received favorable customary legal opinions of (i) Young Conaway Stargatt & Taylor LLP, Delaware counsel to the Loan Parties and (ii) Cleary Gottlieb Steen & Hamilton LLP, New York counsel to the Loan Parties, in each case, as to any matter reasonably requested by the Administrative Agent, addressed to each Lender party hereto and the Administrative Agent, dated the Fourth Incremental Amendment Effective Date and in form and substance reasonably satisfactory to the Administrative Agent, which the Loan Parties hereby request such counsel to deliver;

(h) no Default exists as of the Fourth Incremental Amendment Effective Date, both before and immediately after giving effect to this Incremental Term Facility Amendment and the transactions contemplated hereby;

(i) all of the representations and warranties of the Borrower and each of the other Loan Parties set forth in Article V of the Credit Agreement and in the other Loan Documents (including this Incremental Term Facility Amendment) are true and correct in all material respects on and as of the Fourth Incremental Amendment Effective Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they were true and correct in all material respects as of such earlier date; *provided* that any representation or warranty that is qualified as to “materiality”, “Material Adverse Effect” or similar language is true and correct (after giving effect to any qualification therein) in all respects on such respective dates;

(j) the Administrative Agent and the arranger of this Incremental Term Facility Amendment, as applicable, shall have received payment of all fees and other amounts due and payable on or prior to the Fourth Incremental Amendment Effective Date and, to the extent invoiced, reimbursement or payment of all reasonable and documented out-of-pocket costs and expenses required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent; and

(k) the Borrower shall have paid to the Administrative Agent for the account of each 2017 B-1 Incremental Term Lender, a non-refundable upfront fee in Dollars and in immediately available funds in an amount equal to 0.125% of the aggregate amount of 2017 B-1 Incremental Term Commitments of such 2017 B-1 Incremental Term Lender as in effect on the Fourth Incremental Amendment Effective Date. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

The Administrative Agent shall notify the Borrower and the 2017 B-1 Incremental Term Lenders of the Fourth Incremental Amendment Effective Date, and such notice shall be conclusive and binding.

SECTION 6 Reaffirmation of Guaranty and Security. The Borrower and each other Loan Party, by its signature below, hereby (a) agrees that, notwithstanding the effectiveness of this Incremental Term Facility Amendment or the Credit Agreement, after giving effect to this Incremental Term Facility Amendment and the transactions contemplated hereby, the Collateral Documents continue to be in full force and effect and (b) affirms and confirms all of its obligations and liabilities under the Credit Agreement and each other Loan Document, in each case after giving effect to this Incremental Term Facility Amendment and the transactions contemplated hereby, including its guarantee of the Obligations and the pledge of and/or grant of a security interest in its assets as Collateral pursuant to the Collateral Documents to secure such Obligations, all as provided in the Collateral Documents as originally executed, and acknowledges and agrees that such obligations, liabilities, guarantee, pledge and grant continue in full force and effect in respect of, and to secure, such Obligations under the Credit Agreement and the other Loan Documents, in each case after giving effect to this Incremental Term Facility Amendment and the transactions contemplated hereby.

SECTION 7 Reference to and effect on the Credit Agreement. From and after the Fourth Incremental Amendment Effective Date, the terms “Agreement”, “this Incremental Term Facility

Amendment”, “herein”, “hereinafter”, “hereto”, “hereof” and words of similar import, as used in the Credit Agreement, shall, unless the context otherwise requires, refer to the Credit Agreement as amended hereby, and the term “Credit Agreement”, as used in the other Loan Documents, shall mean the Credit Agreement as amended hereby and as may be further amended, supplemented or otherwise modified from time to time. For the avoidance of doubt, any references to “the date hereof” in the Credit Agreement shall refer to February 19, 2013.

SECTION 8 *Counterparts*. This Incremental Term Facility Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopy or other electronic image scan transmission of an executed counterpart of a signature page to this Incremental Term Facility Amendment shall be effective as delivery of an original executed counterpart of this Incremental Term Facility Amendment. The Administrative Agent may also require that any such documents and signatures delivered by telecopy or other electronic image scan transmission be confirmed by a manually signed original thereof; *provided* that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopy or other electronic image scan transmission.

SECTION 9 *Governing Law*. THIS INCREMENTAL TERM FACILITY AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 10 *Jurisdiction*. ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS INCREMENTAL TERM FACILITY AMENDMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS INCREMENTAL TERM FACILITY AMENDMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY (IN THE BOROUGH OF MANHATTAN) OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS INCREMENTAL TERM FACILITY AMENDMENT, THE BORROWER, HOLDINGS, EACH OTHER GUARANTOR, THE ADMINISTRATIVE AGENT AND EACH LENDER PARTY HERETO CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS AND AGREES NOT TO COMMENCE ANY SUCH LEGAL ACTION OR PROCEEDING IN ANY OTHER JURISDICTION, TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE BORROWER, HOLDINGS, EACH OTHER LOAN PARTY, THE ADMINISTRATIVE AGENT AND EACH LENDER PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS INCREMENTAL TERM FACILITY AMENDMENT OR OTHER DOCUMENT RELATED THERETO.

SECTION 11 *Headings*. The headings of this Incremental Term Facility Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 12 *No Novation*. Other than with respect to the Existing Term B Loans as expressly set forth herein, this Incremental Term Facility Amendment shall not extinguish the Obligations for the payment of money outstanding under the Credit Agreement or discharge or release the lien or priority of any Loan Document or any other security therefor or any guarantee thereof, and the liens and security interests existing immediately prior to the Fourth Incremental Amendment Effective Date in favor of the Administrative Agent for the benefit of the Secured Parties securing payment of the Obligations are in all

respects continuing and in full force and effect with respect to all Obligations. Other than with respect to the Existing Term B Loans as expressly set forth herein, nothing herein contained shall be construed as a substitution or novation, or a payment and reborrowing, or a termination, of the Obligations outstanding under the Credit Agreement or instruments guaranteeing or securing the same, which shall remain in full force and effect, except as modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Incremental Term Facility Amendment or any other document contemplated hereby or thereby shall be construed as a release or other discharge of the Borrower under the Credit Agreement or the Borrower or any other Loan Party under any Loan Document from any of its obligations and liabilities thereunder, and such obligations are in all respects continuing with only the terms being modified as provided in this Incremental Term Facility Amendment. The Credit Agreement and each of the other Loan Documents shall remain in full force and effect, until and except as modified hereby. This Incremental Term Facility Amendment shall constitute a Loan Document for all purposes of the Credit Agreement. Each Guarantor further agrees that nothing in the Credit Agreement, this Incremental Term Facility Amendment or any other Loan Document shall be deemed to require the consent of such Guarantor to any future amendment to the Credit Agreement.

SECTION 13 *Notices*. All communications and notices hereunder shall be given as provided in the Credit Agreement.

SECTION 14 *Severability*. If any provision of this Incremental Term Facility Amendment is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Incremental Term Facility Amendment and the other Loan Documents shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 15 *Successors*. The terms of this Incremental Term Facility Amendment shall be binding upon, and shall inure for the benefit of, the parties hereto and their respective successors and assigns.

SECTION 16 *No Waiver*. Except as expressly set forth herein, this Incremental Term Facility Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Agents under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other provision of the Credit Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrower to receive a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Incremental Term Facility Amendment to be duly executed by their duly authorized officers, all as of the date and year first above written.

SABRE GLOBL INC.,

By

/s/ Chris Nester

Name: Chris Nester

Title: Senior Vice President and Treasurer

SABRE HOLDINGS CORPORATION,

By

/s/ Chris Nester

Name: Chris Nester

Title: Senior Vice President and Treasurer

EACH OF THE LOAN PARTIES LISTED BELOW, hereby consents to the entering into of this Incremental Term Facility Amendment and agrees to the provisions hereof:

GetThere Inc.

GetThere L.P. by GetThere Inc., its General Partner

lastminute.com LLC

lastminute.com Holdings, Inc.

Sabre International Newco, Inc.

SabreMark G.P., LLC

SabreMark Limited Partnership by SabreMark G.P., LLC., its General Partner

TVL Holdings I, LLC

TVL Holdings, Inc.

TVL LLC

TVL LP by TVL LLC, its General Partner

TVL Common, Inc.

By

/s/ Chris Nester

Name: Chris Nester

Title: Treasurer

Nexus World Services, Inc.

IHS US Inc.

InnLink, LLC

TravLynx LLC

By

/s/ Chris Nester

Name: Chris Nester

Title: Treasurer

PRISM Group, Inc.
PRISM Technologies, LLC

By

/s/ Chris Nester

Name: Chris Nester

Title: Treasurer

BANK OF AMERICA, N.A., as Administrative
Agent and a 2017 B-1 Incremental Term Lender

By

/s/ Maurice E. Washington

Name: Maurice E. Washington

Title: Vice President

By

Name:

Title:

[Signature Page to Fourth Incremental Term Loan Amendment (Sabre)]

I. Election (Check **Only One** of Boxes A and B below):

A. **CONSENT AND CASHLESS SETTLEMENT OPTION (EXISTING TERM LENDERS ONLY):**

By checking this box, the undersigned Existing Term Lender hereby (i) consents to the Fourth Incremental Term Facility Amendment to the Amended and Restated Credit Agreement, (ii) agrees to convert (on a cashless basis) 100% of the outstanding principal amount of its Existing Term B Loans for 2017 B-1 Incremental Term Loans in an equal principal amount, (iii) acknowledges and agrees that its 2017 B-1 Incremental Term Loan Conversion Amount may be less than the full principal amount of its Existing Term B Loans which it elects to convert hereunder and (iv) constitutes a 2017 B-1 Incremental Term Lender.

B. **ASSIGNMENT SETTLEMENT OPTION (EXISTING TERM LENDERS ONLY):**

By checking this box, the undersigned Existing Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of its Existing Term B Loans repaid in full in cash in accordance with the terms of the Fourth Incremental Term Facility Amendment to the Amended and Restated Credit Agreement and to promptly purchase from Bank of America, N.A. by assignment 2017 B-1 Incremental Term Loans in an equal principal amount post-closing (or such lesser amount allocated to such Existing Term Lender by BoA Merrill Lynch).

II. Signature:

Name of Institution: _____

By: _____

Name:

Title:

For any institution requiring a second signature line:

By: _____

Name:

Title:

[CONSENTING LENDER SIGNATURE PAGES ON FILE WITH ADMINISTRATIVE AGENT]

[Signature Page to Fourth Incremental Term Loan Amendment (Sabre)]

TERM A LOAN REFINANCING AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT, dated as of August 23, 2017 (this “Term A Loan Refinancing Amendment”), among Sabre GBL Inc., a Delaware corporation (the “Borrower”), Sabre Holdings Corporation, a Delaware corporation (“Holdings”), each of the other Loan Parties, Bank of America, N.A., as administrative agent (the “Administrative Agent”), and the Lenders party hereto (each a “2017 Other Term A Lender” and, collectively “2017 Other Term A Lenders”). The joint lead arrangers and joint lead bookrunners for the Term A Loan Refinancing Amendment are Merrill Lynch, Pierce, Fenner & Smith Incorporated (together with its designated affiliates), Goldman Sachs Lending Partners LLC, JP Morgan Chase Bank, N.A., Mizuho Bank, Ltd., Morgan Stanley MUFG Loan Partners, LLC, acting through The Bank of Tokyo-Mitsubishi UFJ, Ltd., a member of MUFG, a global financial group and Morgan Stanley Senior Funding, Inc., PNC Bank, National Association and Wells Fargo Securities, LLC.

WHEREAS, the Borrower, Holdings, the Lenders and the Administrative Agent are parties to that certain Amended and Restated Credit Agreement dated as of February 19, 2013 (as amended, amended and restated, modified and/or supplemented through the date hereof, the “Credit Agreement”), pursuant to which the Lenders have extended credit to the Borrower;

WHEREAS, in accordance with the provisions of Section 2.15 of the Credit Agreement and pursuant to a request for Other Term Loans in the form of a term sheet dated as of August 1, 2017, posted to a website for the benefit of the Lenders and the 2017 Other Term A Lenders, the Borrower has notified the Administrative Agent that it is requesting that the 2017 Other Term A Lenders provide 2017 Other Term A Loans (as defined below) in the aggregate principal amount of \$570,000,000 on the terms and conditions set forth in this Term A Loan Refinancing Amendment, the proceeds of which will be used to refinance and replace the existing Incremental Term A Loans incurred prior to the date hereof (the “Existing Term A Loans”);

WHEREAS, in accordance with the provisions of Section 2.15 of the Credit Agreement and the terms and conditions set forth herein, the Borrower, Holdings, each of the other Loan Parties, the 2017 Other Term A Lenders and the Administrative Agent wish to effect this Term A Loan Refinancing Amendment;

WHEREAS, the Lenders party hereto wish to amend certain provisions of the Credit Agreement as hereinafter provided, on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

SECTION 2 Term Loan Refinancing Amendment.

(a) For the avoidance of doubt, (i) this Term A Loan Refinancing Amendment constitutes a “Refinancing Amendment” pursuant to which a new Class of Other Term Loans is established pursuant to Section 2.15 of the Credit Agreement, (ii) the 2017 Other Term A Loan Commitments (as defined below) constitute “Other Term Commitments” as defined in the Credit Agreement (as amended pursuant to Section 3 hereof) and (iii) from and after the Term A Loan Refinancing Amendment Effective Date (as hereinafter defined), (A) each reference to “Incremental Term A Loan” (and related terms as appropriate) in the Credit Agreement (as amended pursuant to Section 3 hereof) and the other Loan Documents shall be deemed to refer to, and constitute, the 2017 Other Term A Loans (or a Borrowing thereof, as appropriate)

established pursuant to this Term A Loan Refinancing Amendment and (B) each 2017 Other Term A Lender shall constitute a “Lender”, an “Incremental Term A Loan Lender” and a “Term Lender” as defined in the Credit Agreement (as amended pursuant to Section 3 hereof).

(b) Subject to the terms and conditions set forth herein and the occurrence of the Term A Loan Refinancing Amendment Effective Date, each 2017 Other Term A Lender agrees and shall be obligated to make 2017 Other Term A Loans to the Borrower on the Term A Loan Refinancing Amendment Effective Date in an amount equal to the amount of its 2017 Other Term A Loan Commitments (as defined below). On the Term A Loan Refinancing Amendment Effective Date (after giving effect to this Term A Loan Refinancing Amendment) the aggregate outstanding amount of the 2017 Other Term A Loans shall be \$570,000,000.

(c) The Administrative Agent has prepared a schedule attached as Annex I hereto, in consultation with the Borrower, which sets forth the allocated commitments (with respect to each 2017 Other Term A Lender, its “2017 Other Term A Loan Commitment” and, collectively, the “2017 Other Term A Loan Commitments”) of each 2017 Other Term A Lender with respect to the 2017 Other Term A Loans. The Administrative Agent has notified each 2017 Other Term A Lender of its allocated 2017 Other Term A Loan Commitment and each 2017 Other Term A Lender, by providing its 2017 Other Term A Loan Commitment and/or agreeing to the Term Loan Conversions (as defined below), as applicable, has consented to the terms of this Term A Loan Refinancing Amendment. On the Term A Loan Refinancing Amendment Effective Date, all then outstanding Existing Term A Loans shall be repaid in full as follows:

(i) the outstanding aggregate principal amount of Existing Term A Loans of each existing Incremental Term A Loan Lender under the Credit Agreement with respect to Existing Term A Loans immediately prior to giving effect to this Term A Loan Refinancing Amendment (each, an “Existing Term Lender”) which has executed this Term A Loan Refinancing Amendment by electing option A on its signature page and that has a 2017 Other Term A Loan Commitment (each, a “2017 Converting Other Term A Lender”) shall automatically be converted into 2017 Other Term A Loans (each, a “2017 Converted Other Term A Loan”) in a principal amount equal to such 2017 Converting Other Term A Lender’s 2017 Other Term A Loan Conversion Amount (as defined below) (the “Term Loan Conversion”);

(ii) Each of Bank of America, N.A., PNC Bank, National Association Citibank N.A. and ING Capital LLC (each, a “New 2017 Other Term A Lender”) agrees to make to the Borrower a new Term Loan (each, a “New 2017 Other Term A Loan” and, collectively, the “New 2017 Other Term A Loans”) and, together with the 2017 Converted Other Term A Loans, the “2017 Other Term A Loans”) in a principal amount equal to (x) with respect to, Bank of America, N.A. and PNC Bank, National Association, its respective New 2017 Other Term A Loan Commitment (as set forth on Annex I hereto) and (y) with respect to each other New 2017 Other Term A Lender, its 2017 Other Term A Loan Commitment, in each case, on the Term A Loan Refinancing Amendment Effective Date in accordance with the terms and conditions of this Term A Loan Refinancing Amendment;

(iii) to the extent any Existing Term Lender has a 2017 Other Term A Loan Conversion Amount (as defined below) that is less than the full outstanding principal amount of the Existing Term Loans of such Existing Term Lender, such Existing Term Lender shall be repaid in cash with the proceeds of the 2017 Other Term A Loans in an amount equal to the difference between the outstanding principal amount of the Existing Term Loans of such Existing Term Lender and such Existing Term Lender’s 2017 Other Term A Loan Conversion

Amount (the “Non-Converting Portion”). As used herein, “2017 Other Term A Loan Conversion Amount” shall mean, as to any 2017 Converting Other Term A Lender, the final amount of such 2017 Converting Other Term A Lender’s 2017 Other Term A Loan Commitments on the Term A Loan Refinancing Amendment Effective Date. The “2017 Replacement Term Advance Conversion Amount” of any 2017 Converting Term Lender shall not exceed (but may be less than) the outstanding principal amount of such 2017 Converting Other Term A Lender’s Existing Term Loans (determined immediately prior to the Term A Loan Refinancing Amendment Effective Date). All such determinations made by the Administrative Agent and the Borrower shall, absent manifest error, be final, conclusive and binding on the Borrower and the Lenders, and the Administrative Agent and the Borrower shall have no liability to any Person with respect to such determination; and

(iv) the outstanding aggregate principal amount of Existing Term A Loans of each Incremental Term A Loan Lender which (i) is an Existing Term Lender and (ii) is not a 2017 Converting Other Term A Lender (a Lender meeting the requirements of the immediately preceding clauses (i) and (ii), each, a “Non-Converting Lender”) shall be repaid in full in cash with respect to its Existing Term A Loans with the proceeds of the 2017 Other Term A Loans.

(d) Each 2017 Other Term A Lender hereby agrees to “fund” its 2017 Other Term A Loans in an aggregate principal amount equal to such 2017 Other Term A Lender’s 2017 Other Term A Loan Commitment as follows:

(i) each 2017 Converting Lender shall fund its Converted 2017 Other Term A Loans to the Borrower by converting all or a portion of its then outstanding principal amount of Existing Term A Loans into a Converted 2017 Other Term A Loan in an equal principal amount as provided in clause (c)(iii) above; and

(ii) each New 2017 Other Term A Lender shall fund in cash an amount equal to its 2017 Other Term A Loan Commitment (or, with respect to Bank of America, N.A. and PNC Bank, National Association, its respective New 2017 Other Term A Loan Commitment) to the Borrower.

(e) On the Term A Loan Refinancing Amendment Effective Date, the Borrower shall pay in cash (x) all accrued but unpaid interest owing with respect to the Existing Term A Loans through the Term A Loan Refinancing Amendment Effective Date and (y) to each Existing Term Lender, any loss, expense or liability due under Section 3.05 of the Credit Agreement.

(f) Promptly following the Term A Loan Refinancing Amendment Effective Date, all Notes, if any, evidencing the Existing Term A Loans shall be cancelled, and any 2017 Other Term A Lender may request that its 2017 Other Term A Loan be evidenced by a Note pursuant to Section 2.11 of the Credit Agreement.

(g) Each of the parties to this Term A Loan Refinancing Amendment hereby agrees that (I) the 2017 Other Term A Loans established pursuant to this Term A Loan Refinancing Amendment (x) shall have the “Interest Rates”, “Maturity Date”, “Scheduled Amortization” and “Use of Proceeds” as set forth on Annex II hereto and that all other terms and conditions applicable to such 2017 Other Term A Loans shall be the same as the corresponding terms and conditions applicable to “Incremental Term A Loans” under the Credit Agreement.

(h) Each New 2017 Other Term A Lender hereby (i) represents and warrants that (A) it has full power and authority, and has taken all action necessary, to become a Lender under the Credit Agreement, (B) from and after the Term A Loan Refinancing Amendment Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of its 2017 Other Term A Loan Commitments and New 2017 Other Term A Loans, shall have the obligations of a Lender thereunder and (C) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 6.01 thereof, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Term A Loan Refinancing Amendment and to provide 2017 Other Term A Loan Commitments and to make New 2017 Other Term A Loans on the basis of which it has made such analysis and decision independently and without reliance on any Agent or any other Lender, and (ii) agrees that (A) if it is a Foreign Lender, it will promptly (and no later than the Term A Loan Refinancing Amendment Effective Date) deliver to the Administrative Agent any information that is required to be delivered by it pursuant to Section 3.01 of the Credit Agreement, (B) it will, independently and without reliance on any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement and (C) it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

(i) The Borrower hereby consents, for purposes of Section 11.07(b)(i)(A) of the Credit Agreement, to the assignment on or within ninety (90) days of the Term A Loan Refinancing Amendment Effective Date of any New 2017 Other Term A Loans by Bank of America, N.A., as an 2017 Other Term A Lender, to (A) any Person that was an Existing Term Lender on the Term A Loan Refinancing Amendment Effective Date (immediately prior to giving effect thereto) or (B) any Eligible Assignee separately identified, and acceptable, to the Borrower.

SECTION 3 *Amendments to the Credit Agreement*. Each of the parties hereto agrees that, effective on the Term A Loan Refinancing Amendment Effective Date (immediately after giving effect to incurrence of the 2017 Other Term A Loans), the Credit Agreement shall be amended as follows:

(a) The definition of “Incremental Term A Loans” is hereby amended and restated in its entirety as follows:

“ **Incremental Term A Loans** ” means the 2017 Other Term A Loans incurred by the Borrower pursuant to the Term A Loan Refinancing Amendment. The aggregate principal amount of 2017 Other A Loans as of the Term Loan Refinancing Amendment Effective Date is \$570,000,000.

(b) The definition of “Term Loans” is hereby amended and restated in its entirety as follows:

“ **Term Loans** ” means a Term B Loan, an Incremental Term A Loan, an Incremental Term Loan, an Other Term Loan and an Extended Term Loan, as the context may require.

(c) Section 1.01 of the Credit Agreement is hereby amended by adding:

(i) “ **2017 Other Term A Loans** ” has the meaning specified in the Term A Loan Refinancing Amendment

(ii) “ **Term A Loan Refinancing Amendment Effective Date** ” has the meaning specified in the Term A Loan Refinancing Amendment.

(iii) “ **Term A Loan Refinancing Amendment** ” means that certain Term A Loan Refinancing Amendment to Amended and Restated Credit Agreement, date as of August 23, 2017, by and among Holdings, the Borrower, the other Loan Parties party thereto, the Lenders party thereto and the Administrative Agent.

SECTION 4 ***Representations and Warranties***. To induce the other parties hereto to enter into this Term A Loan Refinancing Amendment, each Loan Party represents and warrants to each of the Lenders party hereto and the Administrative Agent that:

(a) the execution, delivery and performance by each Loan Party of this Term A Loan Refinancing Amendment has been duly authorized by all necessary corporate, limited liability company and/or partnership action, as applicable, of such Loan Party;

(b) this Term A Loan Refinancing Amendment has been duly executed and delivered by such Loan Party;

(c) each of this Term A Loan Refinancing Amendment, the Credit Agreement and each other Loan Document to which each Loan Party is a party, after giving effect to the amendments pursuant to this Term A Loan Refinancing Amendment and the transactions contemplated hereby, constitutes a legal, valid and binding obligation of such Loan Party, enforceable against it in accordance with its terms, subject to Debtor Relief Laws and to general principles of equity;

(d) no material approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Term A Loan Refinancing Amendment or the Credit Agreement, after giving effect to the amendments pursuant to this Term A Loan Refinancing Amendment and the transactions contemplated hereby or for the consummation of the transactions contemplated hereby;

(e) the execution, delivery and performance by each Loan Party of this Term A Loan Refinancing Amendment and the performance of the Credit Agreement, after giving effect to the amendments pursuant to this Term A Loan Refinancing Amendment, are within such Loan Party’s corporate, limited liability company or limited partnership powers, as applicable, and do not and will not (i) contravene the terms of any of such Person’s Organization Documents or (ii) violate any applicable material Law; in the case of this clause (ii), to the extent that such violations would not reasonably be expected to have a Material Adverse Effect; and

(f) immediately before and after giving effect to this Term A Loan Refinancing Amendment and the transactions contemplated hereby (i) the representations and warranties of the Borrower and each of the other Loan Parties set forth in Article V of the Credit Agreement and in the other Loan Documents are true and correct in all material respects on and as of the Term A Loan Refinancing Amendment Effective Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they were true and correct in all material respects as of such earlier date; *provided* that any representation or warranty that is qualified as to “ materiality ”, “ Material Adverse Effect ” or similar language is true and correct (after giving effect to any qualification therein) in all respects on such respective dates, and (ii) no Default shall have occurred and be continuing as of the Term A Loan Refinancing Amendment Effective Date, after giving effect to this Term A Loan Refinancing Amendment and the transactions contemplated hereby.

SECTION 5 *Effectiveness*. This Term A Loan Refinancing Amendment shall become effective as of the date (the “Term A Loan Refinancing Amendment Effective Date”) on which each of the following conditions shall have been satisfied:

(a) the Administrative Agent (or its counsel) shall have received counterparts of this Term A Loan Refinancing Amendment that, when taken together, bear the signatures of (i) Holdings, (ii) the Borrower, (iii) each other Guarantor (iv) the Administrative Agent and (iv) each 2017 Other Term A Lender;

(b) the Administrative Agent shall have received a certificate signed by a Responsible Officer of the Borrower (A) certifying that the condition set forth in clause (g) below has been satisfied on or as of the Term A Loan Refinancing Amendment Effective Date and (B) certifying that the 2017 Other Term A Loans constitute Credit Agreement Refinancing Indebtedness (and meet the requirements of the definition thereof);

(c) the Existing Term A Loans of each Non-Converting Lender and the Non-Converting Portion of Existing Term A Loans of each 2017 Converting Other Term A Lender shall be repaid in cash with the proceeds received from the 2017 Other Term A Loans established pursuant to this Term A Loan Refinancing Amendment and all accrued interest, fees and premiums (if any) in connection with such Existing Term A Loans and the other Existing Term A Loans shall have been paid;

(d) the Fourth Incremental Amendment Effective Date (as defined in the Credit Agreement) shall have occurred.

(e) the Administrative Agent shall have received a certificate from the chief financial officer of the Borrower substantially in the form of the certificate delivered pursuant to Section 4.01(a)(vi) to the Credit Agreement (with appropriate modifications to reflect the consummation of the transactions contemplated by this Term A Loan Refinancing Amendment on the Term A Loan Refinancing Amendment Effective Date) attesting to the Solvency of the Borrower and its Subsidiaries (taken as a whole) after giving effect to this Term A Loan Refinancing Amendment and the transactions contemplated hereby;

(f) the Administrative Agent shall have received such other documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of each Loan Party and the authorization of this Term A Loan Refinancing Amendment and amendment of the Credit Agreement and the other transactions contemplated hereby, all in form and substance reasonably satisfactory to the Administrative Agent;

(g) all of the conditions specified in Section 2.15 of the Credit Agreement with respect to the 2017 Other Term A Loans shall have been satisfied;

(h) the Administrative Agent shall have received favorable customary legal opinions of (i) Young Conaway Stargatt & Taylor LLP, Delaware counsel to the Loan Parties and (ii) Cleary Gottlieb Steen & Hamilton LLP, New York counsel to the Loan Parties, in each case, as to any matter reasonably requested by the Administrative Agent, addressed to each Lender party hereto and the Administrative Agent, dated the Term A Loan Refinancing Amendment Effective Date and in form and substance reasonably satisfactory to the Administrative Agent, which the Loan Parties hereby request such counsel to deliver;

(i) no Default exists as of the Term A Loan Refinancing Amendment Effective Date, both before and immediately after giving effect to this Term A Loan Refinancing Amendment and the transactions contemplated hereby;

(j) all of the representations and warranties of the Borrower and each of the other Loan Parties set forth in Article V of the Credit Agreement and in the other Loan Documents (including this Term

A Loan Refinancing Amendment) are true and correct in all material respects on and as of the Term A Loan Refinancing Amendment Effective Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they were true and correct in all material respects as of such earlier date; *provided* that any representation or warranty that is qualified as to “materiality”, “Material Adverse Effect” or similar language is true and correct (after giving effect to any qualification therein) in all respects on such respective dates;

(k) the Administrative Agent and the arranger of this Term A Loan Refinancing Amendment, as applicable, shall have received payment of all fees and other amounts due and payable on or prior to the Term A Loan Refinancing Amendment Effective Date and, to the extent invoiced, reimbursement or payment of all reasonable and documented out-of-pocket costs and expenses required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent; and

(l) the Borrower shall have paid to the Administrative Agent (x) for the account of each 2017 Converting Other Term A Lender, a non-refundable upfront fee in Dollars and in immediately available funds in an amount equal to 0.10% of the aggregate amount of 2017 Other Term A Loan Commitments of such 2017 Converting Other Term A Lender as in effect on the Term A Loan Refinancing Amendment Effective Date and (y) for the account of each New 2017 Other Term A Lender, a non-refundable upfront fee in Dollars and in immediately available funds in an amount equal to 0.25% of the aggregate amount of 2017 Other Term A Loan Commitments of each New 2017 Other Term A Lender (or, with respect to Bank of America, N.A. and PNC Bank, National Association, its respective New 2017 Other Term A Loan Commitment) as in effect on the Term A Loan Refinancing Amendment Effective Date (or with respect to any of Bank of America, N.A.’s New 2017 Other Term A Loan Commitments (or resulting 2017 Other Term A Loans) that has been agreed to be purchased by any Existing Term A Lender party hereto pursuant to its election of option B on its respective signature page, an amount equal to 0.10% of such 2017 Other Term A Loan Commitments). Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

The Administrative Agent shall notify the Borrower and the 2017 Other Term A Lenders of the Term A Loan Refinancing Amendment Effective Date, and such notice shall be conclusive and binding.

SECTION 6 Reaffirmation of Guaranty and Security. The Borrower and each other Loan Party, by its signature below, hereby (a) agrees that, notwithstanding the effectiveness of this Term A Loan Refinancing Amendment or the Credit Agreement, after giving effect to this Term A Loan Refinancing Amendment and the transactions contemplated hereby, the Collateral Documents continue to be in full force and effect and (b) affirms and confirms all of its obligations and liabilities under the Credit Agreement and each other Loan Document, in each case after giving effect to this Term A Loan Refinancing Amendment and the transactions contemplated hereby, including its guarantee of the Obligations and the pledge of and/or grant of a security interest in its assets as Collateral pursuant to the Collateral Documents to secure such Obligations, all as provided in the Collateral Documents as originally executed, and acknowledges and agrees that such obligations, liabilities, guarantee, pledge and grant continue in full force and effect in respect of, and to secure, such Obligations under the Credit Agreement and the other Loan Documents, in each case after giving effect to this Term A Loan Refinancing Amendment and the transactions contemplated hereby.

SECTION 7 Reference to and effect on the Credit Agreement. From and after the Term A Loan Refinancing Amendment Effective Date, the terms “Agreement”, “this Term A Loan Refinancing Amendment”, “herein”, “hereinafter”, “hereto”, “hereof” and words of similar import, as used in the Credit Agreement, shall, unless the context otherwise requires, refer to the Credit Agreement as amended hereby, and the term “Credit Agreement”, as used in the other Loan Documents, shall mean the Credit Agreement

as amended hereby and as may be further amended, supplemented or otherwise modified from time to time. For the avoidance of doubt, any references to “the date hereof” in the Credit Agreement shall refer to February 19, 2013.

SECTION 8 *Counterparts*. This Term A Loan Refinancing Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopy or other electronic image scan transmission of an executed counterpart of a signature page to this Term A Loan Refinancing Amendment shall be effective as delivery of an original executed counterpart of this Term A Loan Refinancing Amendment. The Administrative Agent may also require that any such documents and signatures delivered by telecopy or other electronic image scan transmission be confirmed by a manually signed original thereof; *provided* that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopy or other electronic image scan transmission.

SECTION 9 *Governing Law*. THIS TERM A LOAN REFINANCING AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 10 *Jurisdiction*. ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS TERM A LOAN REFINANCING AMENDMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS TERM A LOAN REFINANCING AMENDMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY (IN THE BOROUGH OF MANHATTAN) OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS TERM A LOAN REFINANCING AMENDMENT, THE BORROWER, HOLDINGS, EACH OTHER GUARANTOR, THE ADMINISTRATIVE AGENT AND EACH LENDER PARTY HERETO CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS AND AGREES NOT TO COMMENCE ANY SUCH LEGAL ACTION OR PROCEEDING IN ANY OTHER JURISDICTION, TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE BORROWER, HOLDINGS, EACH OTHER LOAN PARTY, THE ADMINISTRATIVE AGENT AND EACH LENDER PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS TERM A LOAN REFINANCING AMENDMENT OR OTHER DOCUMENT RELATED THERETO.

SECTION 11 *Headings*. The headings of this Term A Loan Refinancing Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 12 *No Novation*. Other than with respect to the Existing Term A Loans as expressly set forth herein, this Term A Loan Refinancing Amendment shall not extinguish the Obligations for the payment of money outstanding under the Credit Agreement or discharge or release the lien or priority of any Loan Document or any other security therefor or any guarantee thereof, and the liens and security interests existing immediately prior to the Term A Loan Refinancing Amendment Effective Date in favor of the Administrative Agent for the benefit of the Secured Parties securing payment of the Obligations are in all respects continuing and in full force and effect with respect to all Obligations. Other than with respect to the Existing Term A Loans as expressly set forth herein, nothing herein contained shall be construed as a substitution or novation, or a payment and reborrowing, or a termination, of the Obligations outstanding

under the Credit Agreement or instruments guaranteeing or securing the same, which shall remain in full force and effect, except as modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Term A Loan Refinancing Amendment or any other document contemplated hereby or thereby shall be construed as a release or other discharge of the Borrower under the Credit Agreement or the Borrower or any other Loan Party under any Loan Document from any of its obligations and liabilities thereunder, and such obligations are in all respects continuing with only the terms being modified as provided in this Term A Loan Refinancing Amendment. The Credit Agreement and each of the other Loan Documents shall remain in full force and effect, until and except as modified hereby. This Term A Loan Refinancing Amendment shall constitute a Loan Document for all purposes of the Credit Agreement. Each Guarantor further agrees that nothing in the Credit Agreement, this Term A Loan Refinancing Amendment or any other Loan Document shall be deemed to require the consent of such Guarantor to any future amendment to the Credit Agreement.

SECTION 13 *Notices*. All communications and notices hereunder shall be given as provided in the Credit Agreement.

SECTION 14 *Severability*. If any provision of this Term A Loan Refinancing Amendment is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Term A Loan Refinancing Amendment and the other Loan Documents shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 15 *Successors*. The terms of this Term A Loan Refinancing Amendment shall be binding upon, and shall inure for the benefit of, the parties hereto and their respective successors and assigns.

SECTION 16 *No Waiver*. Except as expressly set forth herein, this Term A Loan Refinancing Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Agents under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other provision of the Credit Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrower to receive a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Term A Loan Refinancing Amendment to be duly executed by their duly authorized officers, all as of the date and year first above written.

SABRE GLOBL INC.,

By

/s/ Chris Nester

Name: Chris Nester

Title: Senior Vice President and Treasurer

SABRE HOLDINGS CORPORATION,

By

/s/ Chris Nester

Name: Chris Nester

Title: Senior Vice President and Treasurer

EACH OF THE LOAN PARTIES LISTED BELOW, hereby consents to the entering into of this Term A Loan Refinancing Amendment and agrees to the provisions hereof:

GetThere Inc.

GetThere L.P. by GetThere Inc., its General Partner

lastminute.com LLC

lastminute.com Holdings, Inc.

Sabre International Newco, Inc.

SabreMark G.P., LLC

SabreMark Limited Partnership by SabreMark G.P., LLC, its General Partner

TVL Holdings I, LLC

TVL Holdings, Inc.

TVL LLC

TVL LP by TVL LLC, its General Partner

TVL Common, Inc.

By

/s/ Chris Nester

Name: Chris Nester

Title: Treasurer

[Signature Page to Term A Loan Refinancing Amendment (Sabre)]

Nexus World Services, Inc.
IHS US Inc.
InnLink, LLC
TravLynx LLC

By

/s/ Chris Nester

Name: Chris Nester

Title: Treasurer

PRISM Group, Inc.
PRISM Technologies, LLC

By

/s/ Chris Nester

Name: Chris Nester

Title: Treasurer

BANK OF AMERICA, N.A., as Administrative
Agent and a 2017 Other Term A Lender

By

/s/ Maurice E. Washington

Name: Maurice E. Washington

Title: Vice President

By

Name:

Title:

[Signature Page to Term A Loan Refinancing Amendment (Sabre)]

I. Election (Check **Only One** of Boxes A and B below):

A. **CONSENT AND CASHLESS SETTLEMENT OPTION (EXISTING TERM LENDERS ONLY):**

By checking this box, the undersigned Existing Term Lender hereby (i) consents to the Term A Loan Refinancing Amendment to the Amended and Restated Credit Agreement, (ii) agrees to convert (on a cashless basis) 100% of the outstanding principal amount of its Existing Term A Loans for 2017 Other Term A Loans in an equal principal amount (or such lesser amount allocated to such Existing Term A Lender by BoA Merrill Lynch) and representing its 2017 Other Term A Loan Conversion Amount), (iii) acknowledges and agrees that its 2017 Other Term A Loan Conversion Amount may be less than the full principal amount of its Existing Term A Loans which it elects to convert hereunder and (iv) constitutes a 2017 Other Term A Lender.

B. **ASSIGNMENT SETTLEMENT OPTION (EXISTING TERM LENDERS ONLY):**

By checking this box, the undersigned Existing Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of its Existing Term A Loans repaid in full in cash in accordance with the terms of the Term A Loan Refinancing Amendment to the Amended and Restated Credit Agreement and to promptly purchase from Bank of America, N.A. by assignment 2017 Other Term A Loans in an equal principal amount post-closing (or such lesser amount allocated to such Existing Term Lender by BoA Merrill Lynch).

II. Signature:

Name of Institution: _____

By: _____

Name:

Title:

For any institution requiring a second signature line:

By: _____

Name:

Title:

[CONSENTING LENDER SIGNATURE PAGES ON FILE WITH ADMINISTRATIVE AGENT]

[Signature Page to Term A Loan Refinancing Amendment (Sabre)]

2017 Other Term A Lender	2017 Other Term A Commitments
Bank of America, N.A.	\$123,173,921.68 (\$34,823,921.64 of which shall constitute its New 2017 Other Term A Loan Commitment)
PNC Bank, National Association	\$84,150,000.00 (\$41,400,000 of which shall constitute its New 2017 Other Term A Loan Commitment)
Citibank Bank, N.A.	\$31,000,000.00
ING Capital, LLC	\$28,000,000.00
Mizuho Bank, Ltd.	\$73,150,000.00
Morgan Stanley Bank, N.A.	\$36,575,000.00
Wells Fargo Bank, National Association	\$73,150,000.00
Deutsche Bank AG, New York Branch	\$19,000,000.00
Bank of Tokyo-Mitsubishi UFJ, Ltd - New York Branch	\$36,575,000.00
Franklin Investors Securities Trust - Franklin Floating Rate Daily Access Fund	\$13,657,706.22
Franklin Templeton Series II Funds - Franklin Upper Tier Floating Rate Fund	\$6,885,842.75
Franklin Floating Rate Master Trust - Franklin Floating Rate Master Series	\$6,657,242.81
Franklin Global Investment Funds - Franklin Upper Tier Floating Rate IV Fund	\$1,908,025.59
Franklin Templeton Series II Funds Franklin Floating Rate II Fund	\$1,873,798.95
Franklin Limited Duration Income Trust	\$989,464.79
Kansas Public Employees Retirement System	\$488,548.24
Franklin Global Investment Funds - Franklin Upper Tier Floating Rate II Fund	\$301,750.38
Franklin Global Investment Funds - Franklin Upper Tier Floating Rate III Fund	\$301,750.38
Halcyon Loan Advisors Funding 2013-2 LTD	\$4,022,110.14
Halcyon Loan Advisors Funding 2013-1 LTD.	\$1,360,514.09
Apollo AF Loan Trust 2012	\$1,985,211.85
Apollo Credit Funding V Ltd	\$1,240,757.47
Apollo Credit Funding VI Ltd	\$1,240,757.47
ALM XVIII LTD	\$620,378.61
Anchorage Capital CLO 4 Ltd	\$3,088,663.91
Anchorage Capital CLO 3 Ltd	\$2,573,886.34
Invesco Bank Loan Fund Series 2 A Series Trust of Multi Manager Global Investment Trust	\$1,699,492.14
Wasatch CLO LTD	\$713,467.79
Kapitalforeningen Investin Pro, US Leveraged Loans I	\$689,393.11
Invesco US Leveraged Loan Fund 2016-9 a Series Trust of Global Multi Portfolio Investment Trust	\$1,346,015.94
Invesco SSL Fund LLC	\$565,920.15
Nomad CLO LTD	\$550,637.25

Invesco Bank Loan Fund A Series Trust of Multi Manager Global Investment Trust	\$446,096.71
Invesco Loan Fund Series 3 A Series Trust of Multi Manager Global Investment Trust	\$363,791.11
Upper Tier Corporate Loan Fund 1	\$312,184.47
Blue Hill CLO, Ltd.	\$311,412.74
Invesco Zodiac Funds - Invesco Global Senior Loan Select Fund	\$111,161.81
AZB Funding	\$3,908,385.93
Eaton Vance Bank Loan Fund Series II a Series Trust of Multi Manager Global Investment Trust	\$1,978,929.59
Eaton Vance Bank Loan Fund A Series Trust of Multi Manager Global Investment Trust	\$494,732.39
Barclays Bank PLC	\$1,015,165.19
ECP CLO 2015-7, Ltd	\$449,170.47
ECP CLO 2014-6, Ltd	\$326,520.13
Credit Suisse Nova (Lux) Fixed Maturity US Loan Fund 2021	\$747,191.42
Total:	\$570,000,000

[Signature Page to Term A Loan Refinancing Amendment (Sabre)]

SUMMARY OF TERMS

Dated as of August 23, 2017

Interest Rates:

The Applicable Rate with respect to the 2017 Other Term A Loans will be a percentage per annum equal to (a) until delivery of financial statements for the first fiscal quarter ending after the Term A Loan Refinancing Amendment Effective Date pursuant to Section 6.01 of the Credit Agreement, the percentages per annum listed in the table below assuming a "Pricing Level" of "2" and, and (b) thereafter, the percentages per annum listed in the table below, based upon the Senior Secured First-Lien Net Leverage Ratio as set forth in the most recent Compliance Certificate received by the Administrative Agent pursuant to Section 6.02(a) of the Credit Agreement:

Applicable Rate

Pricing Level	Senior Secured First-Lien Net Leverage Ratio	Eurocurrency Rate for 2017 Other Term A Loans	Base Rate for 2017 Other Term A Loans
1	$\geq 3.75:1.0$	2.50%	1.50%
2	$< 3.75:1.0, \text{ but } \geq 3.0:1.0$	2.25%	1.25%
3	$< 3.0:1.0, \text{ but } \geq 2.25:1.0$	2.00%	1.00%
4	$< 2.25:1.0$	1.75%	0.75%

Any increase or decrease in the Applicable Rate resulting from a change in the Senior Secured First-Lien Net Leverage Ratio shall become effective as of the first Business Day immediately following the date a Compliance Certificate is delivered pursuant to Section 6.02(a) of the Credit Agreement; provided that at the option of the Required Lenders (and if exercised with respect to this Class of 2017 Other Term A Loans), Pricing Level 1 shall apply (x) as of the first Business Day after the date on which a Compliance Certificate was required to have been delivered but was not delivered, and shall continue to so apply to and including the date on which such Compliance Certificate is so delivered (and thereafter the Pricing Level otherwise determined in accordance with the definition of Applicable Rate shall apply) and (y) as of the first Business Day after an Event of Default under Section 9.01(a) of the Credit Agreement shall have occurred and be continuing, and shall continue to so apply to but excluding the date on which such Event of Default is cured or waived (and thereafter the Pricing Level otherwise determined in accordance with this definition shall apply).

Notwithstanding anything to the contrary contained above in this definition or elsewhere in the Credit Agreement, if it is subsequently determined that the Senior Secured First-Lien Net Leverage Ratio set forth in any Compliance Certificate delivered to the Administrative Agent is inaccurate for any reason and the result thereof is that the Lenders of the 2017 Other Term A Loans received interest or fees for any period based on an Applicable Rate that is less than that which would have been applicable had the Senior Secured First-Lien Net Leverage Ratio been accurately determined, then, for all purposes of this Agreement, the “Applicable Rate” for any day occurring within the period covered by such Compliance Certificate shall retroactively be deemed to be the relevant percentage as based upon the accurately determined Senior Secured First-Lien Net Leverage Ratio for such period, and any shortfall in the interest or fees theretofore paid by the Borrower for the relevant period pursuant to Sections 2.08 and 2.09 of the Credit Agreement as a result of the miscalculation of the Senior Secured First-Lien Net Leverage Ratio shall be deemed to be (and shall be) due and payable under the relevant provisions of Section 2.08 or 2.09 the Credit Agreement, as applicable, at the time the interest or fees for such period were required to be paid pursuant to said Section (and shall remain due and payable until paid in full, together with all amounts owing under said Section 2.08, in accordance with the terms of the Credit Agreement).

Notwithstanding anything to the contrary in the Credit Agreement, the Eurocurrency Rate for the 2017 Other Term A Loans shall in no event be less than 0.00% per annum.

Maturity Date:

July 1, 2022 (or, with respect to any 2017 Other Term a Lender that has extended the maturity date of its 2017 Other Term A Loans pursuant to Section 2.16, the extended maturity date set forth in the applicable Term Extension Request delivered by the Borrower and such 2017 Other Term a Lender to the Administrative Agent pursuant to Section 2.16) (the “2017 Other Term A Loan Maturity Date”).

[Signature Page to Term A Loan Refinancing Amendment (Sabre)]

Scheduled Amortization:

(i) The Borrower shall repay to the Administrative Agent for the ratable account of the Lenders of the 2017 Other Term A Loans established pursuant to this Term A Loan Refinancing Amendment during each year following the Term Loan A Refinancing Amendment Effective Date, an annual amortization (payable in four equal quarterly installments on the last Business Day of each March, June, September and December of each year, commencing with the last Business Day of September 2017) of the 2017 Other Term A Loans in an amount equal to the percentage of the initial aggregate principal amount of 2017 Other Term A Loans incurred on the Term A Loan Refinancing Amendment Effective Date as set forth below (as such repayment amounts shall be reduced as a result of the application of prepayments in accordance with the order of priority determined under Section 2.05 of the Credit Agreement):

Year	Amortization Percentage
Year One	5%
Year Two	5%
Year Three	10%
Year Four	10%
Year Five	10%

(ii) The remaining aggregate principal amount of 2017 Other Term A Loans incurred shall be due and payable in full on the 2017 Other Term A Loan Maturity Date.

Use of Proceeds:

The proceeds of the 2017 Other Term A Loans shall be used to refinance in full the Existing Term A Loans.

[Signature Page to Term A Loan Refinancing Amendment (Sabre)]

SECOND REVOLVING FACILITY REFINANCING AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT dated as of August 23, 2017 (this “Second Revolving Refinancing Amendment”), among Sabre GBL Inc., a Delaware corporation (the “Borrower”), Sabre Holdings Corporation, a Delaware corporation (“Holdings”), each of the other Loan Parties, Bank of America, N.A., as administrative agent (the “Administrative Agent”) and the Lenders party hereto. The joint lead arrangers and joint lead bookrunners for the Second Revolving Facility Refinancing Amendment are Merrill Lynch, Pierce, Fenner & Smith Incorporated (together with its designated affiliates), Goldman Sachs Lending Partners LLC, JP Morgan Chase Bank, N.A., Mizuho Bank, Ltd., Morgan Stanley MUFG Loan Partners, LLC, acting through The Bank of Tokyo-Mitsubishi UFJ, Ltd., a member of MUFG, a global financial group and Morgan Stanley Senior Funding, Inc., PNC Bank, National Association and Wells Fargo Securities, LLC.

WHEREAS, the Borrower, Holdings, the Lenders and the Administrative Agent are parties to that certain Amended and Restated Credit Agreement dated as of February 19, 2013 (as amended, amended and restated, modified and/or supplemented through the date hereof, the “Credit Agreement”), pursuant to which the Lenders have extended credit to the Borrower;

WHEREAS, pursuant to Section 2.15 of the Credit Agreement, the Borrower has requested that each of the lenders set forth on Annex I hereto (each an “Other Revolving Credit Lender”, and collectively, the “Other Revolving Credit Lenders”) provide Other Revolving Credit Commitments in an aggregate amount equal to \$400,000,000 and make Other Revolving Credit Loans (as defined below) thereunder, which will refinance and replace the existing Class of Revolving Credit Commitments and outstanding Revolving Credit Loans (as each are defined in the Credit Agreement, such refinanced and replaced Revolving Credit Commitments and Revolving Credit Loans, the “Revolving Credit Refinanced Debt Facility”) under the Credit Agreement.

WHEREAS, in accordance with the provisions of Section 2.15 of the Credit Agreement and the terms and conditions set forth herein, the Borrower, each of the other Loan Parties, each Other Revolving Credit Lender and the Administrative Agent wish to effect this Second Revolving Refinancing Amendment with respect to the Borrower’s request set forth above;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. ***Defined Terms***. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

SECTION 2. ***Revolving Facility Refinancing Amendment***.

(a) For the avoidance of doubt, (i) this Second Revolving Refinancing Amendment constitutes a “Refinancing Amendment” pursuant to which a new Class of Other Revolving Credit Commitments and Other Revolving Credit Loans is established pursuant to Section 2.15 of the Credit Agreement and (ii) from and after the Second Refinancing Amendment Effective Date (as defined below), each reference to “Revolving Credit Borrowing”, “Revolving Credit Loan” and “Revolving Credit Commitment” (and related terms as appropriate) in the Credit Agreement shall be deemed to refer to the Other Revolving Credit

Commitments or the Other Revolving Credit Loans (or a Borrowing thereof, as appropriate) established pursuant to this Second Revolving Refinancing Amendment.

(b) The Other Revolving Credit Commitments of each Other Revolving Credit Lender hereunder shall be equal to the amount set forth opposite its name under the column entitled “Other Revolving Credit Commitments” on Annex I hereto. The Administrative Agent is hereby authorized to prepare, in consultation with the Borrower, the new schedule of Revolving Credit Commitments, as Schedule 2.01A to the Credit Agreement, reflecting the Other Revolving Credit Commitments (which shall be deemed to constitute the Revolving Credit Commitments for purposes of such Schedule 2.01A) set forth on Annex I hereto and the amounts reflected therein shall be conclusive absent demonstrable error. The Administrative Agent shall distribute to each Lender such new Schedule 2.01A promptly following the Second Refinancing Amendment Effective Date.

(c) Subject to the terms and conditions set forth herein and in the Credit Agreement and to the occurrence of the Second Refinancing Amendment Effective Date, each Other Revolving Credit Lender severally agrees to make to the Borrower revolving loans (the “Other Revolving Credit Loans”) as set forth in (and in accordance with) Section 2.01(b) of the Credit Agreement (as amended pursuant to this Second Revolving Refinancing Amendment) in an aggregate Dollar Amount not to exceed at any time outstanding the amount of such Other Revolving Credit Lender’s Other Revolving Credit Commitments.

(d) Each of the parties to this Second Revolving Refinancing Amendment hereby agrees that on the Second Refinancing Amendment Effective Date, (i) (A) each Other Revolving Credit Lender shall become a “Revolving Credit Lender” for all purposes of the Credit Agreement and the other Loan Documents, (B) the Other Revolving Credit Commitments of each such Other Revolving Credit Lender shall become “Revolving Credit Commitments” for all purposes of the Credit Agreement and the other Loan Documents and shall become the Class of Revolving Credit Commitments set forth in clause (i) of the definition of “Revolving Credit Commitments” in the Credit Agreement and (C) the Other Revolving Credit Loans of each such Other Revolving Credit Lender shall become “Revolving Credit Loans” for all purposes of the Credit Agreement and the other Loan Documents and (ii) the Borrower shall deliver to an Other Revolving Credit Lender, upon its request, a Revolving Credit Note in the amount of such Other Revolving Credit Lender’s Other Revolving Credit Commitment.

(e) Each Other Revolving Credit Lender hereby (i) represents and warrants that (A) it has full power and authority, and has taken all action necessary, to become a Lender under the Credit Agreement, (B) from and after the Second Refinancing Amendment Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of its Other Revolving Credit Commitments and Other Revolving Credit Loans, shall have the obligations of a Lender thereunder and (C) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 6.01 thereof, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Second Revolving Refinancing Amendment and to provide Other Revolving Credit Commitments and to make Other Revolving Credit Loans on the basis of which it has made such analysis and decision independently and without reliance on any Agent or any other Lender, and (ii) agrees that (A) if it is a Foreign Lender, it will promptly (and no later than the Second Refinancing Amendment Effective Date) deliver to the Administrative Agent any information that is required to be delivered by it pursuant to Section 3.01 of the Credit Agreement, (B) it will, independently and without reliance on any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement, and (C) it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

(f) The Borrower has provided to the Administrative Agent and the L/C Issuers a list of letters of credit that were originally issued by Bank of America, N.A. under the Revolving Credit Refinanced Debt Facility and which remain outstanding on the Second Refinancing Amendment Effective Date (collectively, the “Existing Letters of Credit”) (and setting forth, with respect to each such letter of credit, (i) the name of the issuing lender, (ii) the letter of credit number, (iii) the name(s) of the account party or account parties, (iv) the stated amount, (v) the currency in which the letter of credit is denominated, (vi) the name of the beneficiary, (vii) the expiry date and (viii) whether such letter of credit constitutes a standby letter of credit or a commercial letter of credit). The parties hereto agree that each Existing Letter of Credit, including any extension or renewal thereof in accordance with Section 2.03(a)(i), shall continue to constitute a Letter of Credit for all purposes of the Credit Agreement and shall be deemed issued for the account of the Borrower and shall constitute a usage of Other Revolving Credit Commitments on the Second Refinancing Amendment Effective Date.

(g) The parties hereto agree that any Other Revolving Credit Loans borrowed on the date hereof shall not accrue interest for the date hereof pursuant to Section 2.08 of the Credit Agreement if all such Other Revolving Credit Loans are subsequently paid in full on the date hereof.

SECTION 3. *Other Amendments to Credit Agreement.*

(a) Section 1.01 of the Credit Agreement is hereby amended by inserting the following new definitions in the appropriate alphabetical order:

“ **Second Revolving Facility Refinancing Amendment** ” means that certain Second Revolving Facility Refinancing Amendment, dated as of August 23, 2017, among the Borrower, the Lenders party thereto and the Administrative Agent.

“ **Second Refinancing Amendment Effective Date** ” has the meaning specified in the Second Revolving Facility Refinancing Amendment.

(b) The definition of “ **Applicable Rate** ” appearing in Section 1.01 of the Credit Agreement is hereby amended by:

(i) restating the lead in to such definition as follows:

“means (x) with respect to any Term B Loans, (I) for Base Rate Loans, 1.25% and (II) for Eurocurrency Rate Loans, 2.25% and (y) with respect to any Revolving Credit Loans, Letter of Credit Fees and Commitment Fees, (A) until delivery of Compliance Certificate received by the Administrative Agent pursuant to Section 6.02(a) with respect to the financial statements for the first fiscal quarter ending after the Second Refinancing Amendment Effective Date, the percentages per annum listed in the table below assuming a “Pricing Level” of “2” and (b) thereafter, the percentages per annum listed in the table below, based upon the Senior Secured First-Lien Net Leverage Ratio as set forth in the most recent Compliance Certificate received by the Administrative Agent pursuant to Section 6.02(a);”;

(ii) restating the grid appearing therein as follows:

Pricing Level	Senior Secured First-Lien Net Leverage Ratio	Eurocurrency Rate for Revolving Credit Loans and Letter of Credit Fees	Base Rate for Revolving Credit Loans	Commitment Fee Rate
1	≥ 3.75:1.0	2.50%	1.50%	0.500%
2	< 3.75:1.0, but ≥ 3.0:1.0	2.25%	1.25%	0.375%
3	< 3.0:1.0, but ≥ 2.25:1.0	2.00%	1.00%	0.250%
4	< 2.25:1.0	1.75%	0.75%	0.250%

(c) The definition of “**L/C Issuer**” appearing in Section 1.01 of the Credit Agreement is hereby restated in its entirety as follows:

“**L/C Issuer**” means, as the context may require, any or each of (i) Bank of America, (ii) PNC Bank, National Association, (iii) ING Capital LLC, (iv) the Lead Arranger L/C Issuers and (v) any other Lender that becomes an L/C Issuer in accordance with Section 2.03(k) or 11.07(j), in each case, in its capacity as an issuer of Letters of Credit hereunder, or any successor issuer of Letters of Credit hereunder; provided that none of Goldman Sachs Bank USA or any of its Affiliates shall be required to issue any commercial Letters of Credit hereunder.

(d) The definition of “**Lead Arranger L/C Issuers**” appearing in Section 1.01 of the Credit Agreement is hereby restated in its entirety as follows:

“**Lead Arranger L/C Issuers**” means (i) Goldman Sachs Bank USA, (ii) JP Morgan Chase Bank, N.A., (iii) Mizuho Bank, Ltd., (iv) Morgan Stanley Bank, N.A., (v) The Bank of Tokyo-Mitsubishi UFJ, Ltd. and (vi) Wells Fargo Bank, National Association, and any of their respective Affiliates.

(e) The definition of “**Revolving Credit Commitment**” appearing in Section 1.01 of the Credit Agreement is hereby amended by deleting the text “Third Incremental Amendment Effective Date” appearing therein and inserting the text “Second Refinancing Amendment Effective Date” in lieu thereof.

(f) The definition of “**Revolving Credit Maturity Date**” appearing in Section 1.01 of the Credit Agreement is hereby restated in its entirety as follows:

“**Revolving Credit Maturity Date**” means (i) July 1, 2022 (or, with respect to any Revolving Credit Lender that has extended its Revolving Credit Commitment pursuant to Section 2.16, the extended maturity date, set forth in the Revolving Credit Extension Request delivered by the Borrower and such Revolving Credit Lender to the Administrative Agent pursuant to Section 2.16) and (ii) with respect to each Class of Revolving Credit Commitments (and related outstandings) (other than the Revolving Credit Commitments (and related outstandings) under clause (i) of the definition of “Revolving Credit Commitment”), the maturity date set forth in the relevant amendment documents, as the context may require.

(g) Section 2.01(b) of the Credit Agreement is hereby amended by deleting the text “Refinancing Amendment Effective Date” appearing therein and inserting the text “Second Refinancing Amendment Effective Date” in lieu thereof.

(h) Second proviso appearing in Section 2.03(a)(i) of the Credit Agreement is hereby restated in its entirety as follows:

“; *provided, further* , notwithstanding anything to the contrary in the foregoing, (i) Bank of America, as L/C Issuer (or any Affiliate thereof), shall only be required to issue Letters of Credit with the face amount in the aggregate of up to but not exceeding \$50,000,000, (ii) PNC Bank, National Association, as an L/C Issuer (or any Affiliate thereof), shall only be required to issue Letters of Credit with the face amount in the aggregate of up to but not exceeding \$15,000,000, (iii) ING Capital LLC, as an L/C Issuer (or any Affiliate thereof), shall only be required to issue Letters of Credit with the face amount in the aggregate of up to but not exceeding \$10,000,000, (iv) each of The Bank of Tokyo-Mitsubishi UFJ, Ltd. and Morgan Stanley Bank, N.A., as an L/C Issuer (or any Affiliate thereof), shall only be required to issue Letters of Credit with the face amount in the aggregate of up to but not exceeding \$7,500,000 and (v) each of the other Lead Arranger L/C Issuers shall only be required to issue Letters of Credit with the face amount in the aggregate of up to but not exceeding \$15,000,000.”

SECTION 4. ***Representations and Warranties*** . To induce the other parties hereto to enter into this Second Revolving Refinancing Amendment, each Loan Party represents and warrants to each of the Lenders and the Administrative Agent that:

(a) the execution, delivery and performance by each Loan Party of this Second Revolving Refinancing Amendment has been duly authorized by all necessary corporate, limited liability company and/or partnership action, as applicable, of such Loan Party;

(b) this Second Revolving Refinancing Amendment has been duly executed and delivered by such Loan Party;

(c) each of this Second Revolving Refinancing Amendment, the Credit Agreement and each other Loan Document to which each Loan Party is a party, after giving effect to the amendments pursuant to this Second Revolving Refinancing Amendment, constitutes a legal, valid and binding obligation of such Loan Party, enforceable against it in accordance with its terms, subject to Debtor Relief Laws and to general principles of equity;

(d) no material approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Second Revolving Refinancing Amendment or the Credit Agreement, after giving effect to the amendments pursuant to this Second Revolving Refinancing Amendment or for the consummation of the transactions contemplated hereby;

(e) the execution, delivery and performance by each Loan Party of this Second Revolving Refinancing Amendment and the performance of the Credit Agreement, after giving effect to the amendments pursuant to this Second Revolving Refinancing Amendment, are within such Loan Party's corporate, limited liability company or limited partnership powers, as applicable, and do not and will not (i) contravene the terms of any of such Person's Organization Documents or (ii) violate any applicable material Law; except in the case of this clause (ii) to the extent that such violation would not reasonably be expected to have a Material Adverse Effect; and

(f) immediately before and after giving effect to this Second Revolving Refinancing Amendment and the transactions contemplated hereby (i) the representations and warranties of the Borrower

and each of the other Loan Parties set forth in Article V of the Credit Agreement and in the other Loan Documents are true and correct in all material respects on and as of the Second Refinancing Amendment Effective Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they were true and correct in all material respects as of such earlier date; *provided* that any representation or warranty that is qualified as to “materiality”, “Material Adverse Effect” or similar language is true and correct (after giving effect to any qualification therein) in all respects on such respective dates, and (ii) no Default shall have occurred and be continuing as of the Second Refinancing Amendment Effective Date, after giving effect to this Second Revolving Refinancing Amendment and the transactions contemplated hereby.

SECTION 5. ***Effectiveness***. This Second Revolving Refinancing Amendment shall become effective as of the date (the “Second Refinancing Amendment Effective Date”) on which each of the following conditions shall have been satisfied:

(a) the Administrative Agent (or its counsel) shall have received counterparts of this Second Revolving Refinancing Amendment that, when taken together, bear the signatures of (i) Holdings, (ii) the Borrower, (iii) each other Guarantor, (iv) the Administrative Agent and (v) each Other Revolving Credit Lender;

(b) the Administrative Agent shall have received a certificate signed by a Responsible Officer of the Borrower (A) certifying that the condition precedent set forth in clause (e) below has been satisfied on or as of the Second Refinancing Amendment Effective Date and (B) certifying that the Other Revolving Credit Commitments and the Other Revolving Credit Loans constitute Credit Agreement Refinancing Indebtedness (and meet the requirements of the definition thereof);

(c) the Administrative Agent shall have received a certificate from the chief financial officer of the Borrower substantially in the form of the certificate delivered pursuant to Section 4.01(a)(vi) to the Credit Agreement (with appropriate modifications to reflect the consummation of the transactions contemplated by this Second Revolving Refinancing Amendment on the Second Refinancing Amendment Effective Date) attesting to the Solvency of the Borrower and its Restricted Subsidiaries (taken as a whole) after giving effect to this Second Revolving Refinancing Amendment and the transactions contemplated hereby;

(d) the Administrative Agent shall have received such other documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of each Loan Party and the authorization of this Second Revolving Refinancing Amendment and amendment of the Credit Agreement and the other transactions contemplated hereby, all in form and substance reasonably satisfactory to the Administrative Agent;

(e) all of the conditions specified in Section 2.15 of the Credit Agreement with respect to Other Revolving Credit Commitments and Other Revolving Credit Loans shall have been satisfied;

(f) the Term A Loan Refinancing Amendment Effective Date (as defined in the Credit Agreement) shall have occurred;

(g) the Administrative Agent shall have received favorable customary legal opinions of (i) Young Conaway Stargatt & Taylor LLP, Delaware counsel to the Loan Parties and (ii) Cleary Gottlieb Steen & Hamilton LLP, New York counsel to the Loan Parties, in each case, as to any matter reasonably requested by the Administrative Agent, addressed to the Lenders and the Administrative Agent, dated the Second

Refinancing Amendment Effective Date and in form and substance reasonably satisfactory to the Administrative Agent, which the Loan Parties hereby request such counsel to deliver;

(h) no Default exists as of the Second Refinancing Amendment Effective Date, both before and immediately after giving effect to this Second Revolving Refinancing Amendment and the transactions contemplated hereby;

(i) all of the representations and warranties of the Borrower and each of the other Loan Parties set forth in Article V of the Credit Agreement and in the other Loan Documents (including this Second Revolving Refinancing Amendment) are true and correct in all material respects on and as of the Second Refinancing Amendment Effective Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they were true and correct in all material respects as of such earlier date; *provided* that any representation or warranty that is qualified as to “materiality”, “Material Adverse Effect” or similar language is true and correct (after giving effect to any qualification therein) in all respects on such respective dates;

(j) (x) all Revolving Credit Loans and Swing Line Loans that are outstanding under the Revolving Credit Refinanced Debt Facility shall be repaid with proceeds received from the Other Revolving Loans established pursuant to this Second Revolving Refinancing Amendment and all accrued interest, fees and premiums (if any) in connection with such Revolving Credit Loans and in connection with the Revolving Credit Refinanced Debt Facility shall have been paid and (y) all Revolving Credit Commitments under the Revolving Credit Refinancing Debt Facility shall have been terminated ;

(k) the Administrative Agent and the arrangers of the Other Revolving Credit Commitments, as applicable, shall have received payment of all fees and other amounts due and payable on or prior to the Second Refinancing Amendment Effective Date and, to the extent invoiced, reimbursement or payment of all reasonable and documented out-of-pocket costs and expenses required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent; and

(l) the Borrower shall have paid to the Administrative Agent (x) for the account of each Other Revolving Credit Lender that was a Revolving Credit Lender under Revolving Credit Refinanced Debt Facility, a non-refundable upfront fee in Dollars and in immediately available funds in an amount equal to 0.10% of the aggregate amount of Other Revolving Credit Commitments of such Other Revolving Credit Lender as in effect on the Second Refinancing Amendment Effective Date and (y) for the account of each other Other Revolving Credit Lender, a non-refundable upfront fee in Dollars and in immediately available funds in an amount equal to 0.25% of the aggregate amount of Other Revolving Credit Commitments of such Other Revolving Credit Lender as in effect on the Second Refinancing Amendment Effective Date.

The Administrative Agent shall notify the Borrower and the Other Revolving Credit Lenders of the Second Refinancing Amendment Effective Date, and such notice shall be conclusive and binding.

SECTION 6. *Reaffirmation of Guaranty and Security.* The Borrower and each other Loan Party, by its signature below, hereby (a) agrees that, notwithstanding the effectiveness of this Second Revolving Refinancing Amendment or the Credit Agreement, after giving effect to this Second Revolving Refinancing Amendment and the transactions contemplated hereby, the Collateral Documents continue to be in full force and effect and (b) affirms and confirms all of its obligations and liabilities under the Credit Agreement and each other Loan Document, in each case after giving effect to this Second Revolving Refinancing Amendment

and the transactions contemplated hereby, including its guarantee of the Obligations and the pledge of and/or grant of a security interest in its assets as Collateral pursuant to the Collateral Documents to secure such Obligations, all as provided in the Collateral Documents as originally executed, and acknowledges and agrees that such obligations, liabilities, guarantee, pledge and grant continue in full force and effect in respect of, and to secure, such Obligations under the Credit Agreement and the other Loan Documents, in each case after giving effect to this Second Revolving Refinancing Amendment and the transactions contemplated hereby.

SECTION 7. **Reference to Agreement** . From and after the Second Refinancing Amendment Effective Date, the terms “Agreement”, “this Second Revolving Refinancing Amendment”, “herein”, “hereinafter”, “hereto”, “hereof” and words of similar import, as used in the Credit Agreement, shall, unless the context otherwise requires, refer to the Credit Agreement as amended hereby, and the term “Credit Agreement”, as used in the other Loan Documents, shall mean the Credit Agreement as amended hereby and as may be further amended, supplemented or otherwise modified from time to time. For the avoidance of doubt, any references to “the date hereof” in the Credit Agreement shall refer to February 19, 2013.

SECTION 8. **Counterparts** . This Second Revolving Refinancing Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopy or other electronic image scan transmission of an executed counterpart of a signature page to this Second Revolving Refinancing Amendment shall be effective as delivery of an original executed counterpart of this Second Revolving Refinancing Amendment. The Administrative Agent may also require that any such documents and signatures delivered by telecopy or other electronic image scan transmission be confirmed by a manually signed original thereof; *provided* that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopy or other electronic image scan transmission.

SECTION 9. **Governing Law** . THIS SECOND REVOLVING REFINANCING AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 10. **Jurisdiction** . ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS SECOND REVOLVING REFINANCING AMENDMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS SECOND REVOLVING REFINANCING AMENDMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY (IN THE BOROUGH OF MANHATTAN) OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS SECOND REVOLVING REFINANCING AMENDMENT, THE BORROWER, HOLDINGS, EACH OTHER GUARANTOR, THE ADMINISTRATIVE AGENT AND EACH LENDER PARTY HERETO CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS AND AGREES NOT TO COMMENCE ANY SUCH LEGAL ACTION OR PROCEEDING IN ANY OTHER JURISDICTION, TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE BORROWER, HOLDINGS, EACH OTHER LOAN PARTY, THE ADMINISTRATIVE AGENT AND EACH LENDER PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS

SECOND REVOLVING REFINANCING AMENDMENT OR OTHER DOCUMENT RELATED THERETO.

SECTION 11. **Headings** . The headings of this Second Revolving Refinancing Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 12. **No Novation** . Other than with respect to the Revolving Credit Refinanced Debt Facility as expressly set forth herein, this Second Revolving Refinancing Amendment shall not extinguish the Obligations for the payment of money outstanding under the Credit Agreement or discharge or release the lien or priority of any Loan Document or any other security therefor or any guarantee thereof, and the liens and security interests existing immediately prior to the Second Refinancing Amendment Effective Date in favor of the Administrative Agent for the benefit of the Secured Parties securing payment of the Obligations are in all respects continuing and in full force and effect with respect to all Obligations. Other than with respect to the Revolving Credit Refinanced Debt Facility as expressly set forth herein, nothing herein contained shall be construed as a substitution or novation, or a payment and reborrowing, or a termination, of the Obligations outstanding under the Credit Agreement or instruments guaranteeing or securing the same, which shall remain in full force and effect, except as modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Second Revolving Refinancing Amendment or any other document contemplated hereby or thereby shall be construed as a release or other discharge of the Borrower under the Credit Agreement or the Borrower or any other Loan Party under any Loan Document from any of its obligations and liabilities thereunder, and such obligations are in all respects continuing with only the terms being modified as provided in this Second Revolving Refinancing Amendment. The Credit Agreement and each of the other Loan Documents shall remain in full force and effect, until and except as modified hereby. This Second Revolving Refinancing Amendment shall constitute a "Loan Document" for all purposes of the Credit Agreement. Each Guarantor further agrees that nothing in the Credit Agreement, this Second Revolving Refinancing Amendment or any other Loan Document shall be deemed to require the consent of such Guarantor to any future amendment to the Credit Agreement.

SECTION 13. **Notices** . All communications and notices hereunder shall be given as provided in the Credit Agreement.

SECTION 14. **Severability** . If any provision of this Second Revolving Refinancing Amendment is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Second Revolving Refinancing Amendment and the other Loan Documents shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 15. **Successors** . The terms of this Second Revolving Refinancing Amendment shall be binding upon, and shall inure for the benefit of, the parties hereto and their respective successors and assigns.

SECTION 16. **No Waiver** . Except as expressly set forth herein, this Second Revolving Refinancing Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Agents under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other provision of the Credit Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrower to receive a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations,

covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Second Revolving Refinancing Amendment to be duly executed by their duly authorized officers, all as of the date and year first above written.

SABRE GLBL INC.,

By

/s/ Chris Nester

Name: Chris Nester

Title: Senior Vice President and Treasurer

SABRE HOLDINGS CORPORATION,

By

/s/ Chris Nester

Name: Chris Nester

Title: Senior Vice President and Treasurer

EACH OF THE LOAN PARTIES LISTED BELOW, hereby consents to the entering into of this Second Revolving Refinancing Amendment and agrees to the provisions hereof:

GetThere Inc.

GetThere L.P. by GetThere Inc., its General Partner

lastminute.com LLC

lastminute.com Holdings, Inc.

Sabre International Newco, Inc.

SabreMark G.P., LLC

SabreMark Limited Partnership by SabreMark G.P., LLC, its General Partner

TVL Holdings I, LLC

TVL Holdings, Inc.

TVL LLC

TVL LP by TVL LLC, its General Partner

TVL Common, Inc.

By

/s/ Chris Nester

Name: Chris Nester

Title: Treasurer

Nexus World Services, Inc.

IHS US Inc.

InnLink, LLC

TravLynx LLC

By

/s/ Chris Nester

Name: Chris Nester

Title: Treasurer

PRISM Group, Inc.

PRISM Technologies, LLC

By

/s/ Chris Nester

Name: Chris Nester

Title: Treasurer

[Signature Page to Second Refinancing Revolving Credit Facility Amendment]

BANK OF AMERICA, N.A., as Administrative Agent and as an Other Revolving Credit Lender

By

/s/ Maurice E. Washington

Name: Maurice E. Washington

Title: Vice President

By

Name:

Title:

[Signature Page to Second Refinancing Revolving Credit Facility Amendment]

[EACH OTHER REVOLVING CREDIT LENDER SIGNATURE PAGE
ON FILE WITH ADMINISTRATIVE AGENT]

_____, as an Other Revolving Credit Lender

By

Name:

Title:

[If second signature is required]

By

Name:

Title:

[Signature Page to Second Refinancing Revolving Credit Facility Amendment]

Other Revolving Credit Lender	Other Revolving Credit Commitments
Bank of America, N.A.	\$49,000,000.00
Goldman Sachs Bank USA	\$61,000,000.00
JP Morgan Chase Bank, N.A.	\$41,000,000.00
Mizuho Bank, Ltd.	\$41,000,000.00
Morgan Stanley Bank, N.A.	\$20,500,000.00
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	\$20,500,000.00
Wells Fargo Bank, National Association	\$41,000,000.00
Deutsche Bank AG, New York Branch	\$55,000,000.00
PNC Bank, National Association	\$30,000,000.00
Citibank, N.A.	\$24,000,000.00
ING Capital LLC	\$17,000,000.00
Total:	\$400,000,000



Sabre Corporation Announces Refinancing of Term Loan B, Term Loan A and Revolver

SOUTHLAKE, Texas - August 23, 2017 - Sabre Corporation (“Sabre” or the “Company”) (NASDAQ: SABR) today announced the refinancing of its Term Loan B credit facility, Term Loan A credit facility and revolving credit facility, resulting in a reduction of the interest rate for each of these items and a one-year extension of the maturity of the Term Loan A and revolving credit facility. Sabre incurred no additional indebtedness as a result of the refinancing.

The refinancing included a \$400 million revolving credit facility (“New Revolver”) that replaces the company’s existing \$400 million revolving credit facility, as well as the application of the proceeds of the approximately \$1.89 billion incremental Term Loan B facility (“Incremental Term Loan B Facility”) and \$570 million Term Loan A facility (“Term Loan A Facility”) to pay down in full all \$570 million of the existing Incremental Term Loan A and approximately \$1.89 billion of the existing Term Loan B incurred prior to August 23, 2017 under the Company’s existing senior secured term loan credit facility (the “Credit Facility”). The maturity of the New Revolver and the Term Loan A Facility was extended from July 18, 2021 to July 1, 2022. The Incremental Term Loan B Facility matures on February 22, 2024.

Merrill Lynch, Pierce, Fenner & Smith Incorporated (together with its designated affiliates), Goldman Sachs Bank USA, JP Morgan Chase Bank, N.A., Mizuho Bank, Ltd., Morgan Stanley MUFG Loan Partners, LLC, acting through The Bank of Tokyo-Mitsubishi UFJ, Ltd., a member of MUFG, a global financial group and Morgan Stanley Senior Funding, Inc., PNC Bank, National Association and Wells Fargo Securities, LLC acted as joint lead arrangers and joint bookrunners for the transactions. Bank of America, N.A. is the administrative agent and collateral agent for the Credit Facility under which the Incremental Term Loan B Facility, New Revolver and the Term Loan A Facility were extended and borrowed.

#####

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.

Cautionary Note Regarding Forward-Looking Statements

Any statements in this release regarding Sabre that are not historical or current facts are forward-looking statements. Such forward-looking statements convey Sabre’s current expectations or forecasts of future events. Forward-looking statements regarding Sabre involve known and unknown risks, uncertainties and other factors that may cause Sabre’s actual results, performance or achievements to be materially different from any future results, performances or achievements expressed or implied by the forward-looking statements. Certain of these risks and uncertainties are described in Sabre’s annual report on Form 10-K for the year ended December 31, 2016 and quarterly report on Form 10-Q for the period ended June 30, 2017, including those described under the headings “Risk Factors” and “Forward-Looking Statements.” Unless required by law, Sabre undertakes no obligation to publicly update or revise any forward-looking statements to reflect circumstances or events after the date of this press release.

Media contact: sabrenews@sabre.com

Investor contact: sabre.investorrelations@sabre.com