



**Part II Organizational Action** (continued)

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

Multiple horizontal lines for listing applicable Internal Revenue Code sections and subsections.

18 Can any resulting loss be recognized? ▶ See Attached

Multiple horizontal lines for providing information regarding loss recognition.

19 Provide any other information necessary to implement the adjustment, such as the reportable tax year ▶ See Attached

Multiple horizontal lines for providing other necessary information for the adjustment.

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

**Sign Here**

Signature ▶ KS Barnarr Date ▶ Oct. 10 2017

Print your name ▶ Kim Barnarr Title ▶ Vice President - Tax

**Paid Preparer Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
<u>Kimberely Taylor</u>	<u>Kimberely J. Taylor</u>			<u>P01245330</u>
Firm's name ▶	Firm's EIN ▶		Phone no.	
<u>Deloitte Tax LLP</u>	<u>86-1065772</u>		<u>214-840-7000</u>	
Firm's address ▶ <u>2200 Ross Avenue #1600, Dallas, TX, 75201</u>				

**Sabre GBL Inc.**

**EIN 75-2109502**

**Attachment to Form 8937**

**Report of Organizational Actions Affecting Basis of Securities**

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

**Sabre GLBL Inc.**  
**EIN 75-2109502**

**Attachment to Form 8937**

**Report of Organizational Actions Affecting Basis of Securities**

**Form 8937, Part I, Line 10**

See tables below.

**Form 8937, Part II, Line 14**

***February Amendment***

As of 2013 Sabre GLBL Inc. (the "Issuer"), a wholly owned subsidiary of Sabre Corporation, and various lenders ("Existing Lenders") were parties to an Amended and Restated Credit Agreement dated as of February 19, 2013 (the "Credit Agreement"). On February 22, 2017 certain Existing Lenders and new lenders (together the "February Lenders") entered into a Third Incremental Term Facility Amendment to the Credit Agreement with the Issuer (the "February Amendment") pursuant to which the (i) Term Loan B, (ii) Incremental Term Loan B, and (iii) Term Loan C under the Credit Agreement (together, the "Old Debt") were exchanged for interests in a new term loan in the stated principal amount of \$1.9 billion (the "February Term Loan B"). The February Amendment is summarized below:

<b><i>Before the February Amendment</i></b>					
	<b>CUSIP</b>	<b>Outstanding Principal</b>	<b>Rate on 2/22/2017</b>	<b>Rate Floor</b>	<b>Maturity</b>
Term Loan B	78571YAQ3	1,420,895,820.65	L + 3.00%	1%	February-19
Incremental Term Loan B	78571YAT7	49,312,500.00	L + 3.50%	1%	February-19
Term Loan C	78571YAS9	282,354,179.35	L + 3.00%	1%	December-17
<b>Total</b>		<b>1,752,562,500.00</b>			
<b><i>After the February Amendment</i></b>					
		<b>Outstanding Principal</b>	<b>Rate</b>	<b>Rate Floor</b>	<b>Maturity</b>
February Term Loan B	78571YAX8	1,900,000,000.00	L + 2.75%	0%	February-24

Existing Lenders participated in the February Amendment by exchanging their interests in the Old Debt for interests in the February Term Loan B. In addition, these lenders received a non-refundable upfront fee.

***August Amendment***

On August 23, 2017, certain February Lenders and new lenders (together the "August Lenders") entered into the Fourth Incremental Term Facility Amendment with the Issuer (the "August Amendment") pursuant to which the February Term Loan B was exchanged for a new term loan in the stated principal amount of \$1.89 billion (the "August Term Loan B"). The August Amendment is summarized below:

<b><i>Before the August Amendment</i></b>					
	<b>CUSIP</b>	<b>Outstanding Principal</b>	<b>Rate on 8/23/2017</b>	<b>Rate Floor</b>	<b>Maturity</b>
February Term Loan B	78571YAX8	1,890,500,000.00	L + 2.75%	0%	February-24
<b><i>After the August Amendment</i></b>					
		<b>Outstanding Principal</b>	<b>Rate</b>	<b>Rate Floor</b>	<b>Maturity</b>
August Term Loan B	78571YBA7	1,890,500,000.00	L + 2.25%	0%	February-24

February Lenders participated in the August Amendment by exchanging their interests in the February Term Loan B for interests in the August Term Loan B. In addition, these lenders received a nonrefundable upfront fee.

**Form 8937, Part II, Line 15**

***February Amendment***

The Issuer expects to report the following exchanges of Old Debt for the February Term Loan B as a non-taxable recapitalization under section 368(a)(1)(E) based on the view that interests in the Old Debt identified below were "securities" within the meaning of section 354 (each a "Recapitalization"):

- Exchange of interests in Term Loan B for February Term Loan B
- Exchange of interests in Incremental Term Loan B for February Term Loan B

With respect to each Recapitalization, the Existing Lenders' aggregate tax basis in the February Term Loan B will generally equal such lenders' aggregate adjusted tax basis in the Old Debt immediately prior to the deemed exchange. The Issuer is taking the position that any upfront fee received is not part of the Recapitalization.

As to the exchange of interests in the Term Loan C for February Term Loan B, it is not clear whether the Term Loan C is a "security" under section 354. If the Term Loan C is a security, and, hence, exchanged in a Recapitalization, the February Lenders' aggregate tax basis in the February Term Loan B will generally also include such lenders' aggregate adjusted tax basis in the Term Loan C immediately prior to the deemed exchange. If, however, the February Amendment is not a tax-free Recapitalization with respect to the Term Loan C, each such lender will recognize gain or loss upon the deemed receipt of its portion of the February Term Loan B deemed exchanged for the Term Loan C, and each such lender's tax basis in such portion of the February Term Loan B would equal the issue price of such February Term Loan B.

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

### ***August Amendment***

The Issuer expects to report the exchanges of February Term Loan B for the August Term Loan B in the August Amendment as a non-taxable Recapitalization under section 368(a)(1)(E) based on the view that the February Term Loan B is a security, and hence a Recapitalization (including the February Term Loan B received for the Term Loan C in the February Amendment).

Each August Lender's aggregate tax basis in the August Term Loan B will generally equal such lender's aggregate adjusted tax basis in the February Term Loan B immediately prior to the deemed exchange. The Issuer is taking the position that any upfront fee received is not part of the Recapitalization.

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

### **Form 8937, Part II, Line 16**

#### ***February Amendment***

An Existing Lender who participated in the Recapitalization will have an aggregate tax basis in the February Term Loan B received equal to the portion of its aggregate tax basis in the Old Debt exchanged in the Recapitalization.

To the extent the February Amendment is not a tax-free Recapitalization, each Existing Lender who exchanged an interest in the Old Debt for an interest in the February Term Loan B will recognize gain or loss upon the deemed receipt of such portion of the February Term Loan B. In that event, such lender's tax basis in such portion of the February Term Loan B will equal the issue price thereof.

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

#### ***August Amendment***

A February Lender who participated in the Recapitalization will have an aggregate tax basis in the August Term Loan B received equal to the portion of its aggregate tax basis in the February Term Loan B exchanged in the Recapitalization.

To the extent the August Amendment is not a tax-free Recapitalization, each February Lender who exchanged an interest in the February Term Loan B for an interest in the August Term Loan B will recognize gain or loss upon the deemed receipt of such portion of the August Term Loan B. In that event, such lender's tax basis in such portion of the August Term Loan B will equal the issue price thereof.

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

### **Form 8937, Part II, Line 17**

Sections 354, 358, 1001 and 1012.

**Form 8937, Part II, Line 18**

***February Amendment***

The February Amendment generally should not result in a loss to Existing Lenders to the extent the February Amendment is a tax-free Recapitalization. To the extent the February Amendment is not a tax-free Recapitalization, the February Amendment may result in a loss to an Existing Lender to the extent such lender's tax basis in the Old Debt exceeds the issue price of the February Term Loan B received in exchange therefor.

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

***August Amendment***

The August Amendment generally should not result in a loss to participating February Lenders to the extent the August Amendment is a tax-free Recapitalization. To the extent the August Amendment is not a tax-free Recapitalization, the August Amendment may result in a loss to a February Lender to the extent such lender's tax basis in the February Term Loan B exceeds the issue price of the August Term Loan B received in exchange therefor.

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