

IN THE MATTER OF The Securities Legislation  
of Manitoba, Québec and Nova Scotia

AND

IN THE MATTER OF the Mutual Reliance Review  
System for Exemptive Relief Applications

AND

IN THE MATTER OF Sabre Holdings Corporation

MRRS DECISION DOCUMENT

WHEREAS the local securities regulatory authority or regulator (the "Decision Maker") in each of Manitoba, Quebec and Nova Scotia (the "Jurisdictions") has received an application from Sabre Holdings Corporation (the "Company") for a decision under the securities legislation of the Jurisdictions (the "Legislation") that the requirements contained in the Legislation to be registered to trade in a security (the "Registration Requirements") and to file a preliminary and a final prospectus and obtain receipts therefor (the "Prospectus Requirements") shall not apply to certain trades in the securities (the "Shares") of the Company made in accordance with the terms and conditions of the Company's 2000 Stock Option Plan dated as of March 15, 2000, the Amended and Restated 1996 Long-Term Incentive Plan dated as of January 18, 2000, and the Employee Stock Purchase Plan dated as of July 1, 2000 (the "Plan") to eligible employees of the Company and its subsidiaries (the "Plan Participants") and the subsequent first trades in such Shares by Plan Participants;

AND WHEREAS under the Mutual Reliance Review System for Exemptive Relief Applications (the "System") the Commission des valeurs mobilières du Québec (the "CVMQ") is the principal regulator for this application;

AND WHEREAS the Company has represented to the Decision Makers that:

*The Company and its affiliates*

1. The Company is a global leader in applying information technology to meet the needs of the travel and transportation industries with advanced and innovative technology skills to deliver progressive solutions.
2. The Company is incorporated under the laws of Delaware. The Company's head office is located in Fort Worth, Texas.
3. The company is not a reporting issuer in any of the Jurisdictions and currently has no intention of becoming a reporting issuer in any of the Jurisdictions.

4. The capital of the Company consists of 250,000,000 preferred shares and 107,374,000 shares of common stock. As at 31 December, 1999, 22,421,467 preferred shares and 107,374,000 shares of common stock were issued and outstanding.

5. The Shares of the Company are listed and posted for trading in the United States on the New York Stock Exchange (NYSE).

6. As at July 31, 2000, the Company and its wholly-owned subsidiaries employed approximately 18 employees in the Jurisdictions who are eligible to participate in the Plans (16 in Quebec, 1 in Manitoba and 1 Nova Scotia).

7. The Company is subject to the requirements of the U.S. securities legislation.

*The 2000 Stock Option Plan (the "Stock Option Plan")*

8. The Company may grant to eligible participants under its Stock Option Plan options to acquire shares of Class A Common Stock (the "Options") or rights to participate in an increase in the value of a share of Class A Common Stock (the "Stock Appreciation Rights").

9. The Stock Option Plan is administered by a committee of not less than two members of the Board of Directors of the Company (the "Committee").

10. The total number of shares of Class A Common Stock (the "Stock") reserved and available for distribution under the Stock Option Plan is 7,000,000 shares. The exercise price per Option is determined by the Committee at the time of grant but shall not be less than 100% of the Fair Market Value of the Stock at the time of grant. The "Fair Market Value" means, under the Stock Option Plan, the mean between the highest and lowest quoted selling prices on the New York Stock Exchange or the National Association of Securities Dealers Automated Quotation System or, if no such sale occurs thereon, the fair market value as determined in good faith by the Committee.

11. Stock Appreciation Rights granted are rights to participate in an increase in the value of the Stock pursuant to an award under the Stock Option Plan. Upon the exercise of a Stock Appreciation Right, a participant shall be entitled to receive an amount in cash and/or Stock equal in value to the excess of the Fair Market Value on the date of exercise of one share of Stock over the exercise price per share determined by the Committee at the time of the grant multiplied by the number of shares in respect of which the Stock Appreciation Right shall have been exercised, with the Committee having the right to determine the form of payment. When payment is to be made, the amount and/or number of shares of Stock (when the payment is to be made in Stock) to be paid shall be calculated on the basis of the Fair Market Value of the Stock on the date of exercise.

12. Affiliated companies of the Company (the "Affiliates") whose employees are eligible to participate in the Stock Option Plan are those entities, other than the Company or any subsidiary, that are designated by the Board of Directors of the Company (the "Subsidiaries"), as a participating employer under the Stock Option Plan, so long as the Company directly or

indirectly owns at least 20% of the combined voting power or any other equity interests of such entity or at least 20% of the equity interests of such entity.

13. Persons eligible to receive Options and Stock Appreciation Rights pursuant to the Stock Option Plan are regular full or part-time employees of the Company, Subsidiaries and Affiliates selected by the Committee to receive an award pursuant to the terms of the Stock Option Plan (the "Plan Participants").

14. A Plan Participant will not be able to purchase shares of Stock under the Stock Option Plan if the right to purchase such shares under the Stock Option Plan would result in the Plan Participant owning, directly or indirectly, 5% or more of the voting shares of the Company or any of its Affiliates.

15. A Plan Participant may exercise his or her Options or Stock Appreciation Rights in the term fixed by the Committee, but no Option or Stock Appreciation Right shall be exercisable more than 10 years after the date the Option or Stock Appreciation Right is granted.

16. The Committee determines the time or times and the terms and conditions under which the Options or Stock Appreciation Rights will become vested and exercisable. Unless otherwise determined by the Committee, no Option or Stock Appreciation Right shall be exercisable prior to the first anniversary date of the granting of the Option or Stock Appreciation Right.

17. Unless permitted by the Committee, no Option or Stock Appreciation Right shall be transferred, assigned, pledged or hypothecated, except by will or the laws of descent and distribution, or be subject to execution, attachment, or similar process. Any attempts to effect any such disposition, or upon the levy of any such process, the Option or Stock Appreciation Right will become null and void.

18. In the event of the termination for cause of a Plan Participant's employment with the Company or any Subsidiary or Affiliate, the Options or Stock Appreciation Rights shall thereupon terminate, whether or not vested or exercisable at that time. If a Participant's employment with the Company or any Subsidiary or Affiliate is terminated for any reason other than for cause, any unexercisable Option or Stock Appreciation Right shall thereupon terminate and any exercisable Option or Stock Appreciation Right held by such Participant may thereafter be exercised in accordance with the terms and conditions established by the Committee, except if such termination occurs within one year following a change in control (as defined in the Stock Option Plan), in which case Options and Stock Appreciation Rights held by such Participant shall become fully vested and remain exercisable for 3 months following such termination.

19. The Stock Option Plan is effective as of March 15, 2000.

*Amended and Restated 1996 Long-Term Incentive Plan (the "Incentive Plan")*

20. Awards which may be granted under the Incentive Plan are; (i) stock options; (ii) stock appreciation rights; (iii) restricted stock; (iv) deferred stock; (v) stock purchase rights; (vi) other stock-based awards; and/or (vii) performance awards.

21. The Incentive Plan is administered by a committee of not less than two members of the Board of Directors of the Company (the "Committee").
22. The total number of shares of Stock reserved and available for distribution under the Incentive Plan is 13,000,000 shares.
23. The exercise price per Option granted under the Incentive Plan shall be determined by the Committee but shall not be less than 100% of the Fair Market Value (as previously defined) of the Stock at the time of the grant; provided, however, that such exercise price per share of Stock purchasable under a Stock Option which is granted to an optionee upon cancellation of any options(s) or fraction thereof to purchase common stock of AMR Corporation (the parent of the Company) held by the applicable optionee may be less than 100% of the Fair Market Value of the Stock at the time of the grant if the Committee deems it necessary so that the value of the Option so granted, equals the value of the option(s) or fraction thereof to purchase AMR Common Stock cancelled on the date of the grant; and provided, further, however, that the exercise price per share of Stock purchasable under an Option that is granted to an optionee in replacement of a phantom award may be less than 100% of the Fair Market Value of the Stock at the time of grant, subject to an overall limit of 250,000 shares of Stock
24. Stock Appreciation Rights granted are the right to participate in an increase in the value of a share of Stock pursuant to an award under the Plan.
25. Restricted Stock Awards are rights to purchase shares of Stock at a price equal to or less than their par value which shares are subject to certain limitations on their transferability, voting rights and dividend rights.
26. Deferred Stock Awards are rights to receive shares of Stock at the end of a specified deferral period.
27. Stock Purchase Rights are rights to purchase shares of Stock, including Deferred Stock and Restricted Stock, at price(s) determined by the Committee at or after the time of grant.
28. Performance Related Awards are awards granted to employees in the form of Restricted Stock, Deferred Stock or Other Stock-Based Awards, the vesting of which does not solely depend on the passage of time but also on the achievement of certain performance objectives determined by the Committee.
29. The Committee may also grant Other Stock-Based Awards which could involve the issuance to a Plan Participant of shares of Stock or any other securities of the Company.
30. Affiliated corporations of the Company whose employees are eligible to participate in the Plan are entities, other than the Company and its Subsidiaries, that are designated by the Board as a participating employer under the Plan, provided that the Company directly or indirectly owns at least 20% of the combined voting power of all classes of stock of such entity or at least 20% of the ownership interests in such entity.

31. Persons eligible to participate in the Plan are non-employee directors, officers, managers and other key employees of the Company and its Subsidiaries and Affiliates who are responsible for or contribute to the management, growth and/or profitability of the business of the Company and/or its Subsidiaries and Affiliates (the "Plan Participants").

32. Notwithstanding the foregoing, a Plan Participant will not be able to acquire Shares under the Plan if the right to acquire such Shares under the Plan would result in the Plan Participant owning, directly or indirectly, 5% or more of the voting shares of the Company or any of its Affiliates.

33. A Plan Participant may exercise his or her Stock Option or Stock Appreciation Right in the term fixed by the Committee, but no Stock Option shall be exercisable more than 10 years after the date the Option is granted.

34. The Committee will determine the time or times and the terms and conditions under which the Options or Stock Appreciation Rights and Stock Purchase Rights will be vested or exercisable. Unless otherwise determined by the Committee, no Option or Stock Appreciation Right shall be exercisable prior to the first anniversary date of the granting of such Option or Stock Appreciation Right. Subject to the provisions of the Plan and of the award agreement, Plan Participants shall not be permitted to sell, transfer, pledge or assign shares received as a Restricted Stock Award or Deferred Stock Award pursuant to the Plan during the periods set out by the Committee commencing with the date of such award (the "Restriction Period" and the "Deferral Period", respectively).

35. The number of shares subject to any Option or Stock Appreciation Right granted to any employee during any 12-month period may not exceed 1,000,000 shares. The number of shares subject to Performance Related Awards during any 12-month period may not exceed 100,000 shares per Participant.

36. Unless the Committee permits an Option or Stock Appreciation Right to be transferred to a member of the Participant's immediate family or to a trust or similar vehicle for the benefit of such immediate family member, no Option or Stock Appreciation Right shall be assignable or transferable except by will or the laws of descent and distribution.

37. In the event of death, disability or retirement of a Plan Participant, any Stock Option held by such optionee may thereafter be exercised in accordance with the terms and conditions established by the Committee.

38. In the event of termination for cause of a Plan Participant's employment, the Stock Option shall thereupon terminate, whether or not it is exercisable at that time. In the event of termination of a Plan participant's employment for reason other than death, disability or retirement, the Stock Option shall thereupon terminate.

39. In the case of Restricted Stock or Deferred Stock, the termination of a Plan Participant's employment for any reason during the Restriction or Deferral Period for a given award, the Stock

in question will vest or be forfeited in accordance with the terms and conditions established by the Committee at or after the grant.

40. The Plan is effective January 19, 1999.

*Employee Stock Purchase Plan (the "Stock Purchase Plan")*

41. The Stock Purchase Plan is administered on behalf of and at the expense of the Company, by the Compensation/Nomination Committee of the Board of Directors of the Company.

42. The total number of shares of Class A Common Stock (the "Stock") reserved for issuance and purchase by Eligible Employees (as defined herein) under the Stock Purchase Plan is 2,000,000 shares.

43. The Stock Purchase Plan allows employees of Sabre Inc. (a subsidiary of the Company) and its Subsidiaries (collectively, "Sabre") to purchase shares of Stock of the Company at 85% of the lower of the Fair Market Value (as previously defined) of such a share on the first business day of a six-month period in which shares are purchased and the Fair Market Value of such a share on the last business day of any such six-month period.

44. Persons eligible to participate under the Stock Purchase Plan are the employees of Sabre, provided that the employee is not in a group of key employees that the Committee determines to be ineligible to participate in the Plan (the "Eligible Employee").

45. An Eligible Employee will no longer be able to participate under the Plan if, at any time, such Eligible Employee would possess 5% or more of the total combined voting power or value of all classes of capital stock of the Company or Sabre.

46. Each Eligible Employee may elect to participate in the Plan by completing and providing to Sabre an enrollment application. Each Eligible Employee may elect a payroll deduction of up to 10% of such Eligible Employee's eligible compensation. All payroll deductions are credited to an account in the name of the Eligible Employee and maybe used by the Company until so credited for any corporate purposes.

47. An Eligible Employee does not have the right to purchase shares of the Company under all stock purchase plans of the Company or any parent or Subsidiary of the Company which in the aggregate exceeds \$25 000 of Fair Market Value of such stock, determined at the time the right is granted, for each calendar year which the right is outstanding.

48. An employee's status as Eligible Employee ceases on the earliest to occur of the following event: (a) the individual's termination of employment with the Company; (b) the individual's death; or (c) the date the individual ceases to satisfy any other eligibility requirement provided in the Stock Purchase Plan.

49. An Eligible Employee may not transfer rights granted under the Stock Purchase Plan and such rights are exercisable during his or her lifetime only by him or her.

50. An Eligible Employee may at any time cease participation in the Stock Purchase Plan by filing with the Committee or its designee a form specified by the Committee or its designee.

51. The Stock Purchase Plan is effective as of July 1, 2000.

### *The Plans*

52. The Plans were established to enable the Company to attract, retain, and reward directors, officers, managers, and key employees of the Company and its subsidiaries and affiliates, and to strengthen the mutuality of interests between such individuals and the Company's shareholders, by offering such individuals performance-based incentives payable in cash.

53. Employees eligible to participate in the Plans in the Jurisdiction are employees of the Company or subsidiaries of the Company.

54. Plan Participants in any of the Plans are not induced to purchase securities by expectation of employment or continued employment.

55. The Plans are subject to and comply with U.S. securities legislation.

56. The Legislation contains certain exemptions from Prospectus Requirements in respect of the distribution of Shares by the Company to Plan Participants under the Plans.

57. Plan Participants in Canada who acquire securities under the Plans will be provided with all disclosure material relating to the Company which is provided to holders of securities of the Company residing in the United States.

AND WHEREAS under the System this Decision Document evidences the decision of each Decision Maker (collectively, the "Decision");

AND WHEREAS each of the Decision Makers are of the Opinion that it would not be prejudicial to the public interest to make the Decision;

The Decision of the Decision Makers pursuant to the Legislation is that:

1. The Prospectus and Registration Requirements under the Legislation shall not apply to the distribution of securities by the Company under the Stock Option Plan, the Incentive Plan and the Stock Purchase Plan;

2. An intended first trade in securities acquired under the Plans shall be subject to the Prospectus and Registration Requirements unless such trade is executed through the facilities of a stock exchange or organized market outside of Canada and in accordance with all laws applicable to such exchange or market.

Dated at the City of Montré, Québec, this "16<sup>th</sup>" day of "November", 2000.

Me Jean-François Bernier  
Name

Director, Marchés Capitaux  
Title