
**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): **May 6, 2008**

UAL CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State of Incorporation)

001-06033
(Commission File Number)

36-2675207
(IRS Employer Identification
Number)

77 W. Wacker Drive, Chicago, IL 60601
(Address of principal executive offices)

Registrant's telephone number, including area code: **(312) 997-8000**

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
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act
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Item 1.01 Entry into a Material Definitive Agreement.

The information described under Item 2.03 below “Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant” is incorporated herein by reference.

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

As more fully summarized below, United Air Lines, Inc. (“United”), a wholly owned subsidiary of UAL Corporation (the “Company”), entered into an amendment, dated as of May 5, 2008, effective on May 6, 2008 (the “Second Amendment”), to its amended and restated revolving credit, term loan and guaranty agreement (the “Credit Facility”).

The Credit Facility was provided by a syndicate of banks and other financial institutions led by J.P. Morgan Securities Inc. and Citicorp Global Markets, Inc., as joint lead arrangers and joint bookrunners, JPMorgan Chase Bank, N.A. (“JPMCB”) and Citicorp USA, Inc. (“CITI”), as co-administrative agents and co-collateral agents, Credit Suisse Securities (USA) LLC, as syndication agent, and JPMCB, as paying agent. The Credit Facility provides \$1.5 billion of financing, comprised of two separate tranches: (i) a Tranche A consisting of a \$255 million revolving commitment available for Tranche A loans and standby letters of credit to be issued in the ordinary course of business of United or one of its subsidiary guarantors and (ii) a Tranche B consisting of a term loan outstanding of \$1.282 billion. The Tranche A loans mature on February 1, 2012, and the Tranche B loans mature on February 1, 2014.

Pursuant to the Second Amendment, certain financial covenants of the Credit Facility were amended. A summary of financial covenants, after the Second Amendment, include the following:

The Company must maintain a specified minimum ratio of EBITDAR to the sum of the following fixed charges for all applicable periods: (a) cash interest expense and (b) cash aircraft operating rental expense. EBITDAR represents earnings before interest expense net of interest income, income taxes, depreciation, amortization, aircraft rent and certain cash and non-cash charges as further defined by the Credit Facility.

The requirement to meet a fixed charge coverage ratio was suspended for the four quarters beginning with the second quarter of 2008, and ending with the first quarter of 2009 and thereafter is determined as set forth below:

Number of Preceding Months Covered	Period Ending	Required Coverage Ratio
Three	June 30, 2009	1.0 to 1.0
Six	September 30, 2009	1.1 to 1.0
Nine	December 31, 2009	1.2 to 1.0
Twelve	March 31, 2010	1.3 to 1.0
Twelve	June 30, 2010	1.4 to 1.0
Twelve	September 30, 2010 and each quarter ending thereafter	1.5 to 1.0

The Company also must maintain a minimum unrestricted cash balance of \$1.0 billion, at any time.

In the second quarter of 2008, the Company paid fees to the lenders (as described in Article III of the Second Amendment) in connection with this Second Amendment. These fees paid to the lenders for the modification of the Credit Facility will be capitalized and expensed over its remaining term as additional interest expense.

The Second Amendment is attached hereto as Exhibit 4.1 and is incorporated herein by reference. The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Second Amendment which is filed as Exhibit 4.1 to this Form 8-K.

Item 7.01 Regulation FD Disclosure.

On May 6, 2008, the Company issued a press release announcing that its lenders approved a credit facility amendment. A copy of the press release is attached hereto as Exhibit 99.1, is incorporated herein by reference and is hereby filed.

Item 9.01 Financial Statements and Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
4.1	Second Amendment, dated as of May 5, 2008, to the Amended and Restated Revolving Credit, Term Loan and Guaranty Agreement, dated as of February 2, 2007, among United Air Lines, Inc., as borrower, and UAL Corporation, the parent, and the subsidiaries of United Air Lines, Inc. and UAL Corporation, as guarantors, and the lenders party hereto, and JPMorgan Chase Bank, N.A., as co-administrative agent, co-collateral agent and paying agent, Citicorp USA, Inc., as co-administrative agent and co-collateral agent, J.P. Morgan Securities Inc., as joint lead arranger and joint bookrunner, Citigroup Global Markets, Inc., as joint lead arranger and joint bookrunner, and Credit Suisse Securities (USA) LLC, as syndication agent
99.1	Press Release dated May 6, 2008

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.

UAL CORPORATION

By: /s/ Paul R. Lovejoy

Name: Paul R. Lovejoy

Title: Senior Vice President,
General Counsel and Secretary

Date: May 6, 2008

EXHIBIT INDEX

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99.1*	Press Release dated May 6, 2008

* Filed herewith electronically.

**SECOND AMENDMENT
TO REVOLVING CREDIT, TERM LOAN AND
GUARANTY AGREEMENT**

SECOND AMENDMENT dated as of May 5, 2008 (the "Amendment") to the AMENDED AND RESTATED REVOLVING CREDIT, TERM LOAN AND GUARANTY AGREEMENT, dated as of February 2, 2007, among UNITED AIR LINES, INC., a Delaware corporation (the "Borrower"), UAL CORPORATION, a Delaware corporation and the parent company of the Borrower (the "Parent"), and the direct and indirect domestic subsidiaries of the Parent signatory thereto (such subsidiaries, together with the Parent, each a "Guarantor" and collectively the "Guarantors"), JPMORGAN CHASE BANK, N.A., a national banking corporation ("JPMCB"), CITICORP USA, INC., a Delaware corporation ("CITI"), each of the other financial institutions from time to time party thereto (together with JPMCB and CITI, the "Lenders"), JPMCB and CITI, as co-administrative agents (each, an "Agent" and together, the "Agents") and co-collateral agents for the Lenders (each, a "Collateral Agent" and together, the "Collateral Agents"), and JPMCB, as paying agent for the Lenders (in such capacity, the "Paying Agent").

WITNESSETH:

WHEREAS, the Borrower, the Guarantors, the Lenders, the Collateral Agents, the Paying Agent and the Agents are parties to that certain Amended and Restated Revolving Credit, Term Loan and Guaranty Agreement, dated as of February 2, 2007 (as heretofore amended, modified or supplemented, and as in effect on the date hereof, the "Credit Agreement"); and

WHEREAS, the Borrower and the Guarantors have requested that, subject to the occurrence of the Effective Date (as hereinafter defined), the Lenders agree to amend the Credit Agreement as set forth in Article II hereof, all subject to and upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I. Definitions

1. As used herein, all terms that are defined in the Credit Agreement after giving effect to this Amendment shall have the same meanings herein.

ARTICLE II. Amendment

2. Amendment to Section 1.01. Section 1.01 of the Credit Agreement is hereby amended by amending and restating in its entirety the definition of "Fixed Charge Coverage Ratio" as follows:

""Fixed Charge Coverage Ratio" shall mean, at any date for which such ratio is to be determined, the ratio of EBITDAR for the Rolling Twelve Month period ended on such date to the sum of the following for such period: (a) Interest Expense plus (b) the aggregate cash aircraft rental expense of the Parent and its Subsidiaries on a consolidated basis for such period payable in cash in respect of any aircraft leases (other than Capitalized Leases), all as determined

in accordance with GAAP; provided, that with respect to any period during which any Specified Transaction occurs, the Fixed Charge Coverage Ratio for such period shall be determined on a Pro Forma Basis; and provided, further, that with respect to the three fiscal quarters ending in June 2009, September 2009 and December 2009, the Fixed Charge Coverage Ratio shall be determined with reference to the period commencing on April 1, 2009 and ending on the last day of each of such three fiscal quarters.”

3. Amendment to Section 6.04. Section 6.04 of the Credit Agreement is hereby amended by deleting the table therein in its entirety and replacing it with the following:

Fiscal quarter ending	Ratio
June 2009	1.0:1.0
September 2009	1.1:1.0
December 2009	1.2:1.0
March 2010	1.3:1.0
June 2010	1.4:1.0
September 2010 and thereafter for each Fiscal Quarter ending through the Tranche B Maturity Date	1.5:1.0

4. Amendment to Section 6.05. Section 6.05 of the Credit Agreement is hereby amended by replacing the reference therein to “\$750,000,000” with a reference to “\$1,000,000,000”.

ARTICLE III. Miscellaneous

5. Conditions to Effectiveness. The amendments set forth in Article II of this Amendment shall not become effective until the date (the “Effective Date”) on which (A) this Amendment shall have been executed by the Borrower, the Guarantors and Lenders constituting Required Lenders, and the Paying Agent shall have received evidence reasonably satisfactory to it of such execution, (B) each Agent shall have received payment or reimbursement of any and all fees, expenses and other amounts owed by the Borrower and the Guarantors pursuant to or in connection with the Credit Agreement or this Amendment and (C) the Paying Agent shall have received from the Borrower for the respective account of each Lender that has executed and delivered to the Paying Agent a counterpart of this Amendment (i) at or prior to 5:00 p.m. (New York City time) on Monday, May 5, 2008, an amendment fee equal to seven percent (7.00%) of the aggregate amount of such Lender’s Tranche A Commitment and Tranche B Commitment on May 5, 2008 and (ii) after 5:00 p.m.(New York City time) on Monday, May 5, 2008 but at or prior to 5:00 p.m. (New York City time) on Tuesday, May 6, 2008, an amendment fee equal to five percent (5.00%) of the aggregate amount of such Lender’s Tranche A Commitment and Tranche B Commitment on May 5, 2008.

6. Ratification. Except to the extent hereby amended, the Credit Agreement and each of the Loan Documents remain in full force and effect and are hereby ratified and affirmed.

[Signature Page to Second Amendment to Credit Agreement]

7. Costs and Expenses. The Borrower agrees that its obligations set forth in Section 10.04 of the Credit Agreement shall extend to the preparation, execution and delivery of this Amendment.

8. Representations and Warranties. The Borrower represents and warrants to the Lenders, to induce the Lenders to enter into this Amendment, that no Default or Event of Default exists on the date hereof and that each of the representations and warranties made by the Borrower in the Credit Agreement and each other Loan Document are true and correct in all material respects as of the date hereof except where such representation or warranty relates to a specific date, in which case such representation or warranty was true and correct in all material respects as of such date.

9. References. This Amendment shall be limited precisely as written and shall not be deemed (a) to be a consent granted pursuant to, or a waiver or modification of, any other term or condition of the Credit Agreement or any of the instruments or agreements referred to therein or (b) to prejudice any right or rights which the Agents or the Lenders may now have or have in the future under or in connection with the Credit Agreement or any of the instruments or agreements referred to therein. Whenever the Credit Agreement is referred to in the Credit Agreement or any of the instruments, agreements or other documents or papers executed or delivered in connection therewith, such reference shall be deemed to mean the Credit Agreement as modified by this Amendment.

10. Counterparts. This Amendment may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. A fax copy or .pdf copy of a counterpart signature page shall serve as the functional equivalent of a manually executed copy for all purposes.

11. Applicable Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature pages intentionally omitted]

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Worldwide Press Office: 312-997-8640

United Receives Lender Approval For Credit Facility Amendment

CHICAGO — May 6, 2008 — UAL Corporation (Nasdaq: UAUA), the holding company whose primary subsidiary is United Airlines, today announced that with the approval of its lenders it has amended its existing \$1.5 billion Amended and Restated Revolving Credit, Term Loan and Guaranty Agreement dated as of February 2, 2007 with JPMorgan Chase Bank, N.A., Citicorp USA, Inc., J.P. Morgan Securities Inc., Citigroup Global Markets, Inc., Credit Suisse Securities (USA) LLC and the other lenders party thereto (“Credit Facility”).

“This amendment gives us the flexibility to implement the significant actions we are taking to combat higher fuel costs including reducing capacity, creating new streams of revenue and lowering our costs,” said Jake Brace, executive vice president and CFO. “We are comfortable with our liquidity and are well positioned relative to peers with \$2.9 billion in unrestricted cash and \$3.0 billion in unencumbered assets.”

After the May amendment, the company is required to comply with the following financial covenants:

The company must maintain a specified minimum ratio of EBITDAR to the sum of the following fixed charges for all applicable periods: (a) cash interest expense and (b) cash aircraft operating rental expense. EBITDAR represents earnings before interest expense net of interest income, income taxes, depreciation, amortization, aircraft rent and certain cash and non-cash charges as further defined by the Credit Facility.

The United Building, 77 West Wacker Drive, Chicago, Illinois 60601



The requirement to meet the above fixed charge coverage ratio is suspended for four quarters, beginning with the second quarter of 2008, and ending with the first quarter of 2009. Starting with the second quarter of 2009, the ratio will be determined as set forth below:

Number of Preceding Months Covered	Period Ending	Required Coverage Ratio
Three	June 30, 2009	1.0 to 1.0
Six	September 30, 2009	1.1 to 1.0
Nine	December 31, 2009	1.2 to 1.0
Twelve	March 31, 2010	1.3 to 1.0
Twelve	June 30, 2010	1.4 to 1.0
Twelve	September 30, 2010 (and each quarter ending thereafter)	1.5 to 1.0

The company must also maintain a minimum unrestricted cash balance of \$1.0 billion, an increase of \$250 million over what was previously required. This is effective beginning the second quarter of 2008 and for all periods thereafter.

All other provisions of the Credit Facility remain unchanged.

These amendments will provide United with more financial flexibility as it implements its action plan to combat high fuel costs.

As of March 31, 2008, the company had approximately \$2.9 billion in unrestricted cash and approximately \$3.0 billion in unencumbered hard assets which it believes it could use to raise financing and enhance liquidity.

The United Building, 77 West Wacker Drive, Chicago, Illinois 60601

**About United**

United Airlines (NASDAQ: UUA) operates more than 3,200* flights a day on United, United Express and Ted to more than 200 U.S. domestic and international destinations from its hubs in Los Angeles, San Francisco, Denver, Chicago and Washington, D.C. With key global air rights in the Asia-Pacific region, Europe and Latin America, United is one of the largest international carriers based in the United States. United also is a founding member of Star Alliance, which provides connections for our customers to 965 destinations in 162 countries worldwide. United's 55,000 employees reside in every U.S. state and in many countries around the world. News releases and other information about United can be found at the company's Web site at united.com.

*Based on United's flight schedule between Jan. 1, 2008 and Dec. 31, 2008.

The information included in this press release contains certain statements that are "Forward-Looking Statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These statements are subject to a number of assumptions, risks and uncertainties related to the Company's operations and the business environment in which it operates. Actual results may differ materially from any future results expressed or implied in such Forward-Looking Statements due to numerous factors, many of which are beyond the Company's control, including factors set forth in the Company's Form 10-K for 2006 and other subsequent Company reports filed with the United States Securities and Exchange Commission. Persons reviewing this press release are cautioned that the Forward-Looking Statements speak only as of the date made and are not guarantees of future performance. The Company undertakes no obligation to update any Forward-Looking Statements.

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The United Building, 77 West Wacker Drive, Chicago, Illinois 60601
