

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

QUARTERLY REPORT UNDER SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For Quarter Ended June 30, 1996, Commission File Number 1-6033

UAL CORPORATION

(Exact name of Registrant as specified in its charter)

Delaware

36-2675207

(State or other jurisdiction of
incorporation or organization)

(I.R.S. Employer
Identification No.)

1200 East Algonquin Road, Elk Grove Township, Illinois 60007
Mailing Address: P. O. Box 66919, Chicago, Illinois 60666

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code (847) 700-4000

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes X No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at July 31, 1996
Common Stock (\$0.01 par value)	58,403,390

UAL Corporation and Subsidiary Companies Report on Form 10-Q

For the Quarter Ended June 30, 1996

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

UAL Corporation and Subsidiary Companies
 Condensed Statements of Consolidated Financial Position
 (In Millions)

	June 30, 1996 (Unaudited)	December 31, 1995
	-----	-----
Assets:		

Current assets:		
Cash and cash equivalents	\$ 194	\$ 194
Short-term investments	526	949
Receivables, net	1,060	951
Inventories, net	321	298
Deferred income taxes	230	236
Prepaid expenses and other	324	415
	-----	-----
	2,655	3,043
	-----	-----
Operating property and equipment:		
Owned	11,355	11,213
Accumulated depreciation and amortization	(5,285)	(5,153)
	-----	-----
	6,070	6,060
	-----	-----
Capital leases	1,710	1,464
Accumulated amortization	(540)	(503)
	-----	-----
	1,170	961
	-----	-----
	7,240	7,021
	-----	-----
Other assets:		
Intangibles, net	738	763
Deferred income taxes	231	238
Aircraft lease deposits	128	71

Other	541	505
	-----	-----
	1,638	1,577
	-----	-----
	\$ 11,533	\$ 11,641
	=====	=====

See accompanying notes to consolidated financial statements.

UAL Corporation and Subsidiary Companies
Condensed Statements of Consolidated Financial Position
(In Millions)

	June 30, 1996 (Unaudited)	December 31, 1995
	-----	-----
Liabilities and Stockholders' Equity		

Current liabilities:		
Long-term debt maturing within		
one year	\$ 105	\$ 90
Current obligations under		
capital leases	118	99
Advance ticket sales	1,396	1,100
Accounts payable	742	696
Other	2,621	2,448
	-----	-----
	4,982	4,433
	-----	-----
Long-term debt	1,861	2,919
	-----	-----
Long-term obligations under capital		
leases	1,192	994
	-----	-----
Other liabilities and deferred credits:		
Deferred pension liability	6	368
Postretirement benefit liability	1,271	1,225
Deferred gains	1,181	1,214
Other	557	608
	-----	-----
	3,015	3,415
	-----	-----
Minority interest	28	59
	-----	-----
Preferred stock committed to		
Supplemental ESOP	88	60
	-----	-----
Stockholders' equity:		
Preferred stock	-	-
Common stock at par	-	-
Additional capital invested	1,904	1,353
Accumulated deficit	(898)	(1,039)
Unearned ESOP preferred stock	(163)	(175)
Other	(476)	(378)
	-----	-----
	367	(239)
	-----	-----
Commitments and contingent		
liabilities (See note)		
	\$ 11,533	\$ 11,641
	=====	=====

See accompanying notes to consolidated financial statements.

UAL Corporation and Subsidiary Companies
 Statements of Consolidated Operations (Unaudited)
 (In Millions, Except Per Share)

	Three Months Ended June 30	
	1996	1995
	----	----
Operating revenues:		
Passenger	\$ 3,694	\$ 3,392
Cargo	192	185
Other	278	238
	-----	-----
	4,164	3,815
	-----	-----
Operating expenses:		
Salaries and related costs	1,173	1,146
ESOP compensation expense	168	108
Aircraft fuel	493	412
Commissions	373	364
Purchased services	297	266
Aircraft rent	241	261
Landing fees and other rent	213	211
Depreciation and amortization	182	174
Aircraft maintenance	118	95
Other	508	476
	-----	-----
	3,766	3,513
	-----	-----
Earnings from operations	398	302
	-----	-----
Other income (expense):		
Interest expense	(74)	(101)
Interest capitalized	24	10
Interest income	12	26
Equity in earnings of affiliates	17	13
Miscellaneous, net	(6)	1
	-----	-----
	(27)	(51)
	-----	-----
Earnings before income taxes and extraordinary item	371	251
Provision for income taxes	145	100
	-----	-----
Earnings before extraordinary item	226	151
Extraordinary loss on early extinguishment of debt, net of tax	(30)	-
	-----	-----
Net earnings	\$ 196	\$ 151
	=====	=====
Per share, primary:		
Earnings before extraordinary item	\$ 2.37	\$ 3.00
Extraordinary loss on early extinguishment of debt, net of tax	(0.36)	-
	-----	-----
Net earnings	\$ 2.01	\$ 3.00
	=====	=====
Per share, fully diluted:		
Earnings before extraordinary item	\$ 2.35	\$ 2.73
Extraordinary loss on early extinguishment of debt, net of tax	(0.36)	-
	-----	-----
Net earnings	\$ 1.99	\$ 2.73
	=====	=====

See accompanying notes to consolidated financial statements.

UAL Corporation and Subsidiary Companies
Statements of Consolidated Operations (Unaudited)
(In Millions, Except Per Share)

	Six Months Ended June 30	
	1996	1995
	----	----
Operating revenues:		
Passenger	\$ 6,972	\$ 6,312
Cargo	367	360
Other	559	477
	-----	-----
	7,898	7,149
	-----	-----
Operating expenses:		
Salaries and related costs	2,342	2,259
ESOP compensation expense	331	197
Aircraft fuel	967	790
Commissions	711	706
Purchased services	573	505
Aircraft rent	480	510
Landing fees and other rent	419	380
Depreciation and amortization	372	337
Aircraft maintenance	230	202
Other	1,013	923
	-----	-----
	7,438	6,809
	-----	-----
Earnings from operations	460	340
	-----	-----
Other income (expense):		
Interest expense	(159)	(203)
Interest capitalized	39	22
Interest income	31	48
Equity in earnings of affiliates	37	27
Miscellaneous, net	(26)	23
	-----	-----
	(78)	(83)
	-----	-----
Earnings before income taxes and extraordinary item	382	257
Provision for income taxes	149	103
	-----	-----
Earnings before extraordinary item	233	154
Extraordinary loss on early extinguishment of debt, net of tax	(59)	-
	-----	-----
Net earnings	\$ 174	\$ 154
	=====	=====
Per share, primary:		
Earnings before extraordinary item	\$ 2.33	\$ 2.94
Extraordinary loss on early extinguishment of debt, net of tax	(0.77)	-
	-----	-----
Net earnings	\$ 1.56	\$ 2.94
	=====	=====
Per share, fully diluted:		
Earnings before extraordinary item	\$ 2.24	\$ 2.76
Extraordinary loss on early extinguishment of debt, net of tax	(0.73)	-
	-----	-----
Net earnings	\$ 1.51	\$ 2.76
	=====	=====

See accompanying notes to consolidated financial statements.

UAL Corporation and Subsidiary Companies
Condensed Statements of Consolidated Cash Flows (Unaudited)
(In Millions)

	Six Months Ended June 30	
	1996	1995
	----	----
Cash and cash equivalents at beginning of period	\$ 194	\$ 500
	-----	-----
Cash flows from operating activities	1,040	1,150
	-----	-----
Cash flows from investing activities:		
Additions to property and equipment	(372)	(330)
Proceeds on disposition of property and equipment	13	423
Decrease (increase) in short-term investments	423	(535)
Other, net	31	(20)
	-----	-----
	95	(462)
	-----	-----
Cash flows from financing activities:		
Repayment of long-term debt	(590)	(414)
Conversion of subordinated debentures	(324)	-
Principal payments under capital lease obligations	(64)	(49)
Decrease in short-term borrowings	-	(269)
Other, net	(157)	(76)
	-----	-----
	(1,135)	(808)
	-----	-----
Increase (decrease) in cash and cash equivalents	-	(120)
	-----	-----
Cash and cash equivalents at end of period	\$ 194	\$ 380
	=====	=====
Cash paid during the period for:		
Interest (net of amounts capitalized)	\$ 149	\$ 176
Income taxes	\$ 143	\$ 62
Non-cash transactions:		
Capital lease obligations incurred	\$ 293	\$ 185
Increase in equity in connection with the conversion of subordinated debentures to common stock	\$ 217	\$ -
Long-term debt issued in exchange for Series A preferred stock	\$ -	\$ 546

See accompanying notes to consolidated financial statements.

UAL Corporation and Subsidiary Companies
Notes to Consolidated Financial Statements (Unaudited)

- -----
 UAL Corporation ("UAL") is a holding company whose principal subsidiary is United Air Lines, Inc. ("United").

Interim Financial Statements
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The consolidated financial statements included herein have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission. Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted pursuant to or as permitted by such rules and regulations, although UAL believes that the disclosures are adequate to make the information presented not misleading. In management's opinion, all adjustments (which include only normal recurring adjustments) necessary for a fair presentation of the results of operations for the three and six month periods have been made. These financial statements should be read in conjunction with the consolidated financial statements and footnotes thereto included in UAL's Annual Report on Form 10-K for the year 1995.

Employee Stock Ownership Plans
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Pursuant to amended labor agreements which provide for wage and benefit reductions and work-rule changes which commenced July 1994, UAL has agreed to issue convertible preferred stock to employees. Notes 2 and 14 of the Notes to Consolidated Financial Statements in the 1995 Annual Report on Form 10-K contain additional discussion of the agreements, stock to be issued to employees and the related accounting treatment. Shares earned in 1995 were allocated in March 1996 as follows: 359,577 shares of Class 2 ESOP Preferred Stock were contributed to the Non-Leveraged ESOP and an additional 312,086 shares were allocated in "book entry" form under the Supplemental Plan. Additionally, 2,402,310 shares of Class 1 ESOP Preferred Stock were allocated under the Leveraged ESOP. Finally, an additional 1,536,986 shares of Class 1 and Class 2 ESOP Preferred Stock have been committed to be released by the company since January 1, 1996.

Other Income (Expense) - Miscellaneous
 - -----

"Miscellaneous, net" consisted of the following:

	Second Quarter		Six-month Period	
	1996	1995	1996	1995
	----	----	----	----
Foreign exchange gains				
(losses)	\$ (1)	\$ 10	\$ (6)	\$ 2
Minority interests	(5)	(6)	(12)	(12)
Gains on disposition of				
property	-	3	-	41
Other	-	(6)	(8)	(8)
	----	----	----	----
	\$ (6)	\$ 1	\$ (26)	\$ 23
	====	====	====	====

Income Taxes
 - -----

The provisions for income taxes are based on the estimated annual effective tax rate, which differs from the federal statutory rate of 35% principally due to state income taxes and certain nondeductible expenses. Deferred tax assets are recognized based upon UAL's history of operating earnings and expectations for future taxable

income.

Per Share Amounts

- - - - -

In April 1996, the stockholders of UAL Corporation approved an increase in the number of authorized shares of common stock from 100 million to 200 million shares, in connection with a four-for-one split of the corporation's common stock in the form of a 300% dividend for stockholders of record, which occurred effective at the close of business on May 6, 1996. All share and per share data have been retroactively restated to give effect to this stock split.

During the three-month and six-month periods ended June 30, 1996, UAL repurchased 1,710 and 2,553 shares, respectively, of its Series B preferred stock at an aggregate cost of \$57 million and \$84 million, respectively, to be held in treasury. During the three-month and six-month periods ended June 30, 1995, UAL repurchased 420 shares of its Series B preferred stock at a cost of \$12 million, to be held in treasury, and issued convertible subordinated debentures in exchange for all of its outstanding Series A preferred stock. These transactions had no effect on earnings; however, the difference between the fair value of the consideration given and the carrying value of the preferred stock acquired is included in the computation of earnings per share. These effects are summarized as follows:

	Three Month Period		Six Month Period	
	1996	1995	1996	1995
	----	----	----	----
Primary	\$ (0.18)	\$ 0.70	\$ (0.27)	\$ 0.73
Fully diluted	\$ (0.18)	\$ 0.61	\$ (0.25)	\$ 0.63

Per share amounts were calculated after providing for dividends on preferred stock, including ESOP convertible preferred stock, of \$16 million in the 1996 second quarter, \$10 million in the 1995 second quarter, \$32 million in the 1996 six-month period and \$23 million in 1995 six-month period. Primary per share amounts for all periods were based on weighted average common shares and common equivalents outstanding, including ESOP shares committed to be released. In addition, fully diluted per share amounts assume the conversion of convertible debentures (for periods not actually converted) and elimination of related interest.

Long-Term Obligations

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During the six months ended June 30, 1996, UAL repaid prior to maturity \$472 million in principal amount of various debt securities, resulting in an extraordinary loss of \$59 million, after a tax benefit of \$36 million. Of this amount, \$230 million was repaid during the second quarter, resulting in a \$30 million extraordinary loss, net of tax benefits of \$18 million. The securities were scheduled for repayment periodically through 2021.

During March and April of 1996, holders of \$597 million in principal amount of UAL's outstanding 6 3/8% convertible subordinated debentures exercised their right to convert the debentures into an aggregate of \$324 million in cash and 7,623,092 shares of common stock. These conversions resulted in a net reduction to long-term debt of \$545 million and an increase of \$218 million in additional capital invested.

In connection with the financing of certain aircraft accounted for as capital leases, United had on deposit at June 30, 1996 an aggregate 14 billion yen (\$128 million) in certain banks and had pledged an irrevocable security interest in such deposits to the aircraft lessors. While this transaction does not qualify as an in-substance defeasance for financial reporting purposes, these deposits will be used to pay off an equivalent amount of recorded capital lease obligations.

Short-Term Borrowings

In April 1996, United entered into an agreement with a syndicate of banks for a \$750 million revolving credit facility expiring in 1999. Interest on drawn amounts under the facility is calculated at floating rates based on the London interbank offered rate (LIBOR) plus a margin which is subject to adjustment based on certain changes in the credit ratings of United's long-term senior unsecured debt. Among other restrictions, the credit facility contains a covenant which restricts United's ability to grant liens on or otherwise encumber certain identified assets with a market value of approximately \$1.1 billion.

During the second quarter, United reduced the maximum available amount of borrowings under a separate short-term borrowing facility from \$270 million to \$227 million.

Contingencies and Commitments

UAL has certain contingencies resulting from litigation and claims (including environmental issues) incident to the ordinary course of business. Management believes, after considering a number of factors, including (but not limited to) the views of legal counsel, the nature of contingencies to which UAL is subject and its prior experience, that the ultimate disposition of these contingencies is not expected to materially affect UAL's consolidated financial position or results of operations.

At June 30, 1996, commitments for the purchase of property and equipment, principally aircraft, approximated \$6.8 billion, after deducting advance payments. An estimated \$1.3 billion will be spent during the remainder of 1996, \$2.6 billion in 1997, \$1.1 billion in 1998, and \$1.8 billion in 1999 and thereafter. The major commitments are for the purchase of B777, B747 and B757 aircraft, which are scheduled to be delivered through 2002.

United's contract with the Association of Flight Attendants ("AFA") became amendable March 1, 1996. On April 9, 1996, United announced that the flight attendants had rejected a previously announced tentative agreement. United and the AFA are involved in traditional negotiations under the Railway Labor Act, which historically have taken two to three years to complete. While negotiations continue, the terms of United's current flight attendant agreement will remain in effect.

Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

LIQUIDITY AND CAPITAL RESOURCES

UAL's total of cash and cash equivalents and short-term investments was \$720 million at June 30, 1996, compared to \$1.143 billion at December 31, 1995. Cash flows from operating activities for the six-month period amounted to \$1.040 billion, which was net of \$487 million in accelerated pension contributions. Investing activities resulted in cash flows of \$95 million, as a

decrease in short-term investments was partially offset by additions to property. Financing activities included principal payments under debt and capital lease obligations of \$590 million and \$64 million, respectively. Included in the debt payments was the retirement of \$472 million of long-term debt prior to maturity. Financing activities also included payments of \$324 million for conversions of UAL's 6 3/8% convertible debentures and \$85 million for repurchases of UAL's Series B preferred stock.

In the first six months of 1996, United took delivery of five A320, four B777 and one B757 aircraft. Two of these aircraft were purchased, five were acquired under operating leases and three were acquired under capital leases. Property additions, including aircraft spare parts, facilities and ground equipment, amounted to \$372 million, while property dispositions resulted in proceeds of \$13 million.

At June 30, 1996, commitments for the purchase of property and equipment, principally aircraft, approximated \$6.8 billion, after deducting advance payments. An estimated \$1.3 billion will be spent during the remainder of 1996, \$2.6 billion in 1997, \$1.1 billion in 1998, and \$1.8 billion in 1999 and thereafter. The major commitments are for the purchase of B777 aircraft, B747 aircraft and B757 aircraft, which are scheduled to be delivered through 2002. Funds necessary to finance aircraft acquisitions are expected to be obtained from internally generated funds, irrevocable external financing arrangements or other external sources.

In April 1996, United entered into an agreement with a syndicate of banks for a \$750 million revolving credit facility expiring in 1999. Interest on drawn amounts under the facility is calculated at floating rates based on the London interbank offered rate (LIBOR) plus a margin which is subject to adjustment based on certain changes in the credit ratings of United's long-term senior unsecured debt. Among other restrictions, the credit facility contains a covenant which restricts United's ability to grant liens on or otherwise encumber certain identified assets with a market value of approximately \$1.1 billion.

During the second quarter, United reduced the maximum available borrowings under a separate short-term borrowing facility from \$270 million to \$227 million.

In April 1996, the stockholders of UAL Corporation approved an increase in the number of authorized shares of common stock from 100 million to 200 million shares, in connection with a four-for-one split of the corporation's common stock in the form of a 300% dividend for stockholders of record, which occurred effective at the close of business on May 6, 1996.

RESULTS OF OPERATIONS

UAL's results of operations for interim periods are not necessarily indicative of those for an entire year, as a result of seasonal factors to which United is subject. First and fourth quarter results are normally affected by reduced travel demand in the fall and winter and United's operations, particularly at its Chicago and Denver hubs and at certain east coast cities, are adversely affected by winter weather on occasion.

The results of operations in the airline business historically fluctuate significantly in response to general economic conditions. This is because small fluctuations in yield (passenger revenue per revenue passenger mile) and cost per available seat mile can have a significant effect on operating results. UAL anticipates industrywide fare levels, increasing low-cost competition, general economic conditions, fuel costs, international governmental policies

and other factors will continue to affect its operating results.

Consistent with UAL's strategic plan and the company's focus on attracting more high yield passengers, management is considering making a substantial investment in its on-board product including new aircraft seats and new inflight entertainment products. If this plan is approved, an assessment will have to be made as to the status of the carrying value of the seats and inflight entertainment products currently in service. Accordingly, depending upon the ultimate plan adopted and the period over which such a replacement program would take place, the company may be required to either shorten the periods over which the current investments in such assets are being depreciated and/or record a significant one-time additional depreciation provision. It is anticipated this assessment will be made during the third quarter.

Summary of Results

UAL's earnings from operations were \$460 million in the first six months of 1996, compared to operating earnings of \$340 million in the first six months of 1995. UAL's net earnings were \$174 million (\$1.56 per share, primary; \$1.51 per share, fully diluted), compared to net earnings of \$154 million (\$2.94 per share, primary; \$2.76 per share, fully diluted) during the same period in 1995. The 1996 six-month period includes an extraordinary loss of \$59 million (\$0.77 per share, primary; \$0.73 per share, fully diluted) on early extinguishment of debt.

In the second quarter of 1996, UAL's earnings from operations were \$398 million compared to operating earnings of \$302 million in the second quarter of 1995. UAL had net earnings in the 1996 second quarter of \$196 million (\$2.01 per share, primary; \$1.99 per share, fully diluted), compared to net earnings of \$151 million in the same period of 1995 (\$3.00 per share, primary; \$2.73 per share, fully diluted). The 1996 second quarter results include an extraordinary loss of \$30 million (\$0.36 per share) on early extinguishment of debt.

The 1996 and 1995 per share amounts also include the effects on equity of the repurchase of Series B preferred stock and exchange of Series A preferred stock for convertible debentures. See "Per Share Amounts" in the notes to consolidated financial statements.

Management believes that a more complete understanding of UAL's results can be gained by viewing them on a pro forma, "fully distributed" basis. This presentation considers all ESOP shares which will ultimately be distributed to employees throughout the ESOP (rather than just the shares committed to be released) to be immediately outstanding and thus fully distributed. Consistent with this presentation, the ESOP compensation expense is excluded from fully distributed net earnings and ESOP convertible preferred stock dividends are not deducted from earnings attributable to common stockholders. A comparison of results reported on a fully distributed basis to results reported under generally accepted accounting principles (GAAP) is as follows:

	Three Months Ended June 30, 1996		Three Months Ended June 30, 1995	
	GAAP (fully diluted)	Fully Distributed	GAAP (fully diluted)	Fully Distributed
	-----	-----	-----	-----
Net Income	\$ 196	\$ 307	\$ 151	\$ 215

Per Share:

Earnings before preferred stock transactions and extraordinary loss	\$ 2.53	\$ 2.52	\$ 2.12	\$ 1.63
Preferred stock transactions	(0.18)	(0.11)	0.61	0.33
Extraordinary loss, net of tax	(0.36)	(0.23)	-	-
	-----	-----	-----	-----
	\$ 1.99	\$ 2.18	\$ 2.73	\$ 1.96
	=====	=====	=====	=====

	Six Months Ended June 30, 1996		Six Months Ended June 30, 1995	
	GAAP (fully diluted)	Fully Distributed	GAAP (fully diluted)	Fully Distributed
	-----	-----	-----	-----
Net Income	\$ 174	\$ 382	\$ 154	\$ 274

Per Share:

Earnings before preferred stock transactions and extraordinary loss	\$ 2.49	\$ 3.29	\$ 2.13	\$ 2.03
Preferred stock transactions	(0.25)	(0.16)	0.63	0.33
Extraordinary loss, net of tax	(0.73)	(0.45)	-	-
	-----	-----	-----	-----
	\$ 1.51	\$ 2.68	\$ 2.76	\$ 2.36
	=====	=====	=====	=====

Specific factors affecting UAL's consolidated operations for the second quarter and first six months of 1996 are described below.

Second Quarter 1996 Compared with Second Quarter 1995

Operating revenues increased \$349 million (9%). United's revenue per available seat mile increased 6% to 10.30 cents. Passenger revenues increased \$302 million (9%) due to a 4% increase in yield to 12.48 cents and a 4% increase in revenue passenger miles. The following analysis by market is based on information reported to the U.S. Department of Transportation:

Latin America revenue passenger miles increased 7% over the same period last year, with a nearly 5% increase in yield. In the Pacific, revenue passenger miles also increased 7%; however, yield decreased 10% from the same period last year, largely due to a weakening Japanese yen. Domestic revenue passenger miles increased 4% and Atlantic revenue passenger miles increased 2%. Domestic yield increased 11% as a result of a larger proportion of high yield business traffic and fare levels influenced by the expiration of the Federal passenger excise tax. Available seat miles increased 3% systemwide, reflecting increases of 6% in Latin America, 4% in the Pacific and 2% on Domestic routes. The system passenger load factor increased 1.2 points to 73.1%.

Cargo revenues increased \$7 million (4%) primarily due to increased freight revenues. Freight ton miles increased 3% and mail ton miles increased 4%. However, a 1% higher freight yield was offset by a 3% decrease in mail yield. Other operating revenues increased \$40 million (17%) due to increases in Mileage Plus partner-related revenues and contract maintenance and fuel sales to third parties.

Operating expenses increased \$253 million (7%) and United's cost per available seat mile increased 4%, from 8.91 cents to 9.30 cents, including ESOP compensation expense. Without the ESOP compensation expense, United's cost per available seat mile would have increased 3%, from 8.64 cents to 8.89. ESOP compensation expense increased \$60 million (56%), reflecting the increase in the estimated average fair value of ESOP preferred stock committed to be released to employees as a result of UAL's higher common stock price. Aircraft maintenance increased \$23 million (24%) due to the timing of maintenance cycles. Fuel expense increased \$81 million (20%) due to a 2% increase in consumption and a 17% increase in the average price per gallon of fuel to 69.0 cents. The federal jet fuel tax which went into effect October 1, 1995, accounted for approximately \$20 million of this increase. Purchased services increased \$31 million (12%) due principally to volume-related increases in computer reservations fees and credit card discounts. Other operating expenses increased \$32 million (7%) due principally to costs associated with sales to third parties of fuel, contract maintenance and other work. Depreciation and amortization increased \$8 million (5%) due primarily to the acquisition of 39 aircraft off operating leases in 1995 and new B777 aircraft accounted for under capital leases. Aircraft rent decreased \$20 million (8%) due to a decrease in the number of aircraft on operating leases.

Other expense amounted to \$27 million in the second quarter of 1996 compared to \$51 million in the second quarter of 1995. Interest capitalized, primarily on aircraft advance payments, increased \$14 million (140%). Interest expense decreased \$27 million (27%) due to the prepayment of long-term debt in 1995 and 1996. Equity in earnings of affiliates increased \$4 million (31%) due primarily to higher Galileo earnings resulting from increased booking revenues. Included in "Miscellaneous, net" in the 1996 second quarter were foreign exchange losses of \$1 million compared to foreign exchange gains of \$10 million in the 1995 second quarter.

Six Months 1996 Compared with Six Months 1995

Operating revenues increased \$749 million (11%). United's revenue per available seat mile increased 7% to 9.94 cents. Passenger revenue increased \$660 million (10%), due principally to a 5% increase in revenue passenger miles and a 5% increase in yield to 12.36 cents. The following analysis by market is based on information reported to the U.S. Department of Transportation:

Latin America revenue passenger miles increased 5% over the same period last year, with a 1% increase in yield. In the Pacific, revenue passenger miles increased 8%; however, yield decreased 7% from the same period last year, largely due to a weakening Japanese yen. Atlantic revenue passenger miles increased 8% and domestic revenue passenger miles increased 4%. Domestic yield increased 10% as a result of a larger proportion of high yield business traffic and fare levels influenced by the expiration of the Federal passenger excise tax. Available seat miles increased 3% systemwide, reflecting increases of 8% in Latin America, 5% in the Atlantic, 4% in the Pacific and 2% on Domestic routes. The system passenger load factor increased 1.4 points to 70.9%.

Cargo revenues increased \$7 million (2%) due primarily to increased mail revenues. Mail ton miles increased 7% and freight ton miles increased 3%. However, yields for both mail and freight decreased 2% from the same period in 1995. Other operating revenues increased \$82 million (17%) due to increases in Mileage Plus partner-related revenues and contract maintenance and fuel sales to third parties.

Operating expenses increased \$629 million (9%) and United's cost per available seat mile increased 6%, from 8.82 to 9.35 cents, including ESOP compensation expense. Without the ESOP compensation expense, United's 1996 six month cost per available seat mile would have been 8.93 cents, an increase of 4% from 1995. ESOP compensation expense increased \$134 million (68%), reflecting the increase in the estimated average fair value of ESOP stock committed to be released to employees as a result of UAL's higher common stock price. Aircraft fuel increased \$177 million (22%) due to a 3% increase in consumption and a 19% increase in the average price per gallon of fuel to 68.7 cents. The federal jet fuel tax which went into effect October 1, 1995, accounted for approximately \$40 million of this increase. Purchased services increased \$68 million (14%) due principally to volume-related increases in computer reservations fees, credit card discounts and communication charges. Aircraft maintenance increased \$28 million (14%) due to the timing of maintenance cycles. Other operating expenses increased \$90 million (10%) due principally to costs associated with sales to third parties of fuel, contract maintenance and other work. Landing fees and other rent increased \$39 million (10%) due to increased facilities rent, particularly at the new Denver International Airport. Depreciation and amortization increased \$35 million (10%) due primarily to the acquisition of 39 aircraft off-lease in 1995 and new B777 aircraft accounted for under capital leases. Aircraft rent decreased \$30 million (6%) due to a decrease in the number of aircraft on operating leases.

Other expense amounted to \$78 million for the first six months of 1996 compared to \$83 million for the first six months of 1995. Interest capitalized, primarily on aircraft advance payments, increased \$17 million (77%). Interest expense decreased \$44 million (22%) due to the prepayment of long-term debt in 1995 and 1996. Equity in earnings of affiliates increased \$10 million (37%) due primarily to higher Galileo earnings resulting from increased booking revenues. In addition, the first six months of 1995 included a \$41 million pre-tax gain on disposition of aircraft owned by Air Wisconsin, Inc.

OUTLOOK FOR 1996

Given first and second quarter trends, available seat miles are expected to grow approximately 3% for the full year over 1995, with a 1 to 2 point increase in load factor. Third quarter yields are expected to remain strong. It is likely that the Federal passenger excise tax will be reinstated during the third quarter; however, it is uncertain whether the tax will remain in effect permanently. As a result, United is unable to determine at this time, what effect, if any, a temporary or permanent reinstatement of the excise tax will have on the domestic pricing environment. Pacific unit revenue is expected to turn positive relative to 1995, assuming that the negative yen exchange rate effect is less than in the second quarter. Unit cost for the full year, excluding the ESOP compensation expense, is expected to increase approximately 3% due largely to volume-driven costs and fuel prices. Net interest expense for the year should be lower due to the early repayments of relatively high-interest rate debentures and the conversion of \$597 million in principal amount of 6 3/8% convertible debentures.

The information included in the previous paragraph is forward-looking and involves risks and uncertainties that could result in actual results differing materially from expected results. It is not reasonably possible to itemize all of the many factors and specific events that could affect the outlook of an airline operating in the global economy. Some factors that could significantly impact expected capacity, yields and expenses include the airline pricing environment, willingness of customers to travel,

fuel costs, low-fare carrier expansion, capacity decisions of other carriers, actions of the U.S. and foreign governments, foreign currency exchange rate fluctuations, the price of UAL common stock, inflation, the general economic environment, and other factors discussed herein and in UAL's 1995 Annual Report on Form 10-K.

Part II

Other Information

Item 1. Legal Proceedings.

Travel Agency Commission Litigation - On February 13, 1995 and dates thereafter United Air Lines, Inc. ("United") and six other airlines were sued in various courts around the nation by travel agents and the American Society of Travel Agents claiming as a class action that the carriers acted collusively in violation of federal antitrust laws when they imposed a cap on ticket sales commissions payable to travel agencies by the carriers. The cases are now consolidated before the federal court in Minneapolis. The court, on August 23, 1995, denied the plaintiffs' motion for preliminary injunction as well as the defendants' motion for summary judgment. As relief, the plaintiffs seek an order declaring the carriers' commission cap action to be illegal and the recovery of damages (trebled) to the agencies resulting from that action. One of the six co-defendants, TWA, entered into a court-approved settlement agreement. On May 28, 1996, the defendants, upon the close of discovery, filed renewed motions for summary judgment. Oral argument on the motions was heard on July 26, 1996. The case has been set for trial on September 4, 1996.

Fry v. UAL Corp. - On February 21, 1990, a purported class action complaint was filed in the U.S. District Court for the Northern District of Illinois, Eastern Division. This complaint was brought by several UAL Corporation ("UAL") stockholders, purportedly on behalf of all of UAL stockholders who sold puts or common stock from October 29, 1987 through December 8, 1987. The complaint alleged that UAL committed common law fraud and violated Section 10(b) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder and the Illinois Deceptive Trade Practices Act by falsely announcing that it intended to distribute proceeds of sales of non-core businesses as a special dividend, when in fact it was negotiating a cash tender offer for the buyback of shares. Plaintiffs claimed \$160 million in damages, plus attorneys' fees, fees and costs of plaintiff's accountants and experts and other costs and disbursements. UAL's motion for summary judgment was granted on August 11, 1995, and that decision was affirmed by the Seventh Circuit on May 23, 1996.

Mileage Plus Class Actions - As reported in UAL's Form 10-Q for the quarter ended March 31, 1996, on December 10, 1993, January 18, 1994, November 3, 1994 and February 9, 1995, class actions were brought in the Circuit Court of Cook County, Illinois, Chancery Division, on behalf of members of the Mileage Plus Program. The actions, as amended, claimed that various changes instituted by United in the Mileage Plus Program breached United's contracts with its program members. In December 1994, one of the cases was dismissed by the court on United's motions, the dismissal subsequently affirmed by the Illinois Appellate Court on June 7, 1996. On October 13, 1995, the court granted United's motion to dismiss the three remaining cases with prejudice but permitted the plaintiffs to file an amended complaint. The amended complaint, filed solely on behalf of program members who joined prior to 1988, was dismissed by the court on United's motion on March 29, 1996. On April 29, 1996, the plaintiffs filed an appeal with the Appellate Court of Illinois

for the First District.

GEC-Marconi Claim - On April 4, 1996 United filed suit in the Circuit Court of Cook County, Illinois, Law Division, against GEC-Marconi Inflight Systems Overseas, Ltd. ("GMIS"), its 777 inseat video vendor, claiming breach of contract for GMIS's failure to deliver the contracted product in the specified time frame, and seeking monetary and injunctive relief. United also named in the suit GEC-Marconi Inflight Systems, Inc. ("GMIS, Inc."), its 777 video maintenance provider, seeking declaratory relief on the maintenance contract. On July 19, 1996 GMIS and GMIS, Inc. filed a counterclaim against United seeking in excess of \$240 million for various alleged breaches of contract by United, plus consequential damages and attorney's fees and costs, relating to the same product purchase agreement (which, in addition, included a 747 and 767 retrofit order that United terminated on April 4, 1996) and maintenance service agreement which form the basis of United's complaint, as well as an alleged June 1996 "agreement" that had been the subject of negotiations between the parties but was never signed by United regarding interim arrangements between the parties. GMIS and GMIS, Inc. also seek injunctive relief to enforce the alleged "agreement" and prevent United from obtaining substitute goods from other vendors. On August 1, GMIS and GMIS, Inc. filed an emergency motion on the claims for injunctive relief. The court has set August 28 as the hearing date on the issue of whether, as a matter of law, GMIS and GMIS, Inc. should be denied its emergency motion. GMIS and GMIS, Inc. also filed a motion to dismiss United's complaint.

Item 2. Changes in Securities.

On April 26, 1996 UAL Corporation filed an amendment to its Restated Certificate of Incorporation with the Secretary of State of Delaware which increased the number of authorized shares of its Common Stock, \$.01 par value ("Common Stock"), from 100,000,000 shares to 200,000,000 shares in connection with a four-for-one stock split of the Common Stock in the form of a 300% stock dividend to holders of record, which occurred effective at the close of business on May 6, 1996.

Item 6. Exhibits and Reports on Form 8-K.

- (a) Exhibit 10.1 - Fourth Amendment to UAL Corporation Employee Stock Ownership Plan dated as of July 16, 1996.

Exhibit 10.2 - Fourth Amendment to UAL Corporation Supplemental ESOP dated as of July 16, 1996.

Exhibit 10.3 - Agreement, dated as of July 16, 1996, pursuant to Section 1.6(q) of the Amended and Restated Agreement and Plan of Recapitalization among UAL Corporation ("UAL"), the Air Line Pilots Association, International and the International Association of Machinists and Aerospace Workers.

Exhibit 10.4 - Supplemental Agreement No. 8 dated as of May 30, 1996 to the Agreement dated December 18, 1990 between The Boeing Company ("Boeing") and United Air Lines, Inc. ("United") (and United Worldwide Corporation) for acquisition of Boeing 747-400 aircraft (as previously amended and supplemented, the "747-400 Purchase Agreement" (filed as Exhibit 10.8 to UAL's Form 10-K for the year ended December 31, 1990, and incorporated herein by reference; supplements thereto filed as (i) Exhibits 10.4 and 10.5 to UAL's Form 10-K for the year ended December 31, 1991, (ii) Exhibits 10.3, 10.4, 10.5, 10.6 and 10.22 to UAL's Form 10-Q for the quarter ended June 30, 1993, (iii) Exhibit 10.3 to UAL's Form 10-K for the year ended December 31, 1993, (iv) Exhibit 10.14 to UAL's Form 10-Q for the quarter ended June 30, 1994, (v) Exhibits 10.29 and 10.30 to UAL's Form 10-K for the year ended December 31, 1994, (vi) Exhibits 10.4 through 10.8 to UAL's Form 10-Q for

the quarter ended March 31, 1995, (vii) Exhibits 10.7 and 10.8 to UAL's Form 10-Q for the quarter ended June 30, 1995, and (viii) Exhibit 10.41 to UAL's Form 10-K for the year ended December 31, 1995, and incorporated herein by reference)). (Exhibit 10.4 hereto is filed with a request for confidential treatment of certain portions thereof.)

Exhibit 10.5 - Supplemental Agreement No. 9 dated as of July 12, 1996 to the 747-400 Purchase Agreement. (Exhibit 10.5 hereto is filed with a request for confidential treatment of certain portions thereof.)

Exhibit 10.6 - Letter Agreement No. 1670-06 dated July 12, 1996 to the 747-400 Purchase Agreement. (Exhibit 10.6 hereto is filed with a request for confidential treatment of certain portions thereof.)

Exhibit 10.7 - Letter Agreement No. 6-1162-DLJ-891R3 dated May 30, 1996 to the 747-400 Purchase Agreement. (Exhibit 10.7 hereto is filed with a request for confidential treatment of certain portions thereof.)

Exhibit 10.8 - Letter Agreement No. 6-1162-DLJ-891R4 dated July 12, 1996 to the 747-400 Purchase Agreement. (Exhibit 10.8 hereto is filed with a request for confidential treatment of certain portions thereof.)

Exhibit 10.9 - Supplemental Agreement No. 4 dated as of May 30, 1996 to the Agreement dated December 18, 1990 between Boeing and United (and United Worldwide Corporation) for acquisition of Boeing 777-200 aircraft (as previously amended and supplemented, the "777-200 Purchase Agreement" (filed as Exhibit 10.7 to UAL's Form 10-K for the year ended December 31, 1990, and incorporated herein by reference; supplements thereto filed as (i) Exhibits 10.1, 10.2 and 10.22 to UAL's Form 10-Q for the quarter ended June 30, 1993, (ii) Exhibit 10.2 to UAL's Form 10-K for the year ended December 31, 1993, (iii) Exhibit 10.14 to UAL's Form 10-Q for the quarter ended June 30, 1994, (iv) Exhibits 10.27 and 10.28 to UAL's Form 10-K for the year ended December 31, 1994, (v) Exhibits 10.2 and 10.3 to UAL's Form 10-Q for the quarter ended March 31, 1995, (vi) Exhibits 10.4, 10.5 and 10.6 to UAL's Form 10-Q for the quarter ended June 30, 1995, and (vii) Exhibits 10.37 through 10.40 to UAL's Form 10-K for the year ended December 31, 1995, and incorporated herein by reference)). (Exhibit 10.9 hereto is filed with a request for confidential treatment of certain portions thereof.)

Exhibit 10.10 - Supplemental Agreement No. 5 dated July 12, 1996 to the 777-200 Purchase Agreement. (Exhibit 10.10 hereto is filed with a request for confidential treatment of certain portions thereof.)

Exhibit 10.11 - Letter Agreement No. 6-1162-MDH-077 dated May 6, 1996 to the 777-200 Purchase Agreement. (Exhibit 10.11 hereto is filed with a request for confidential treatment of certain portions thereof.)

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Exhibit 10.13 - Supplemental Agreement No. 6 dated as of May 30, 1996 to the Agreement dated October 25, 1988 between Boeing and United for acquisition of 757-200 aircraft (as previously amended and supplemented, the "757-200 Purchase Agreement" (filed as Exhibit 10(K) to UAL's Form 10-K for the year ended December 31, 1989, and incorporated herein by reference; supplements thereto filed as (i) Exhibits 10.14, 10.15, 10.16, 10.17, 10.18, 10.19 and 10.22 to UAL's Form 10-Q for the

quarter ended June 30, 1993, (ii) Exhibit 10.14 to UAL's Form 10-Q for the quarter ended June 30, 1994, and (iii) Exhibit 10.9 to UAL's Form 10-Q for the quarter ended March 31, 1995, and incorporated herein by reference)). (Exhibit 10.13 hereto is filed with a request for confidential treatment of certain portions thereof.)

Exhibit 10.14 - Supplemental Agreement No. 7 dated July 12, 1996 to the 757-200 Purchase Agreement. (Exhibit 10.14 hereto is filed with a request for confidential treatment of certain portions thereof.)

Exhibit 10.15 - Letter Agreement No. 1485-09 dated July 12, 1996 to the 757-200 Purchase Agreement. (Exhibit 10.15 hereto is filed with a request for confidential treatment of certain portions thereof.)

Exhibit 10.16 - Change Order No. 10 dated February 1, 1996 to the 757-200 Purchase Agreement. (Exhibit 10.16 hereto is filed with a request for confidential treatment of certain portions thereof.)

Exhibit 10.17 - Letter Agreement No. 6-1162-MDH-150 dated July 12, 1996 to (a) the 747-400 Purchase Agreement, (b) the 777-200 Purchase Agreement, (c) the 757-200 Purchase Agreement, (d) the Agreement dated as of March 1, 1990 between Boeing and United for acquisition of 767-300ER aircraft (as previously amended and supplemented, the "767-300ER Purchase Agreement" (filed as Exhibit 10(L) to UAL's Form 10-K for the year ended December 31, 1989, and incorporated herein by reference; supplements thereto filed as (i) Exhibits 10.7, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13 and 10.22 to UAL's Form 10-Q for the quarter ended June 30, 1993, and (ii) Exhibit 10.14 to UAL's Form 10-Q for the quarter ended June 30, 1994, and (iii) Exhibits 10.10 and 10.11 to UAL's Form 10-Q for the quarter ended March 31, 1995, and incorporated herein by reference)), and (e) an amended and restated agreement dated as of March 19, 1992 between Boeing and United for the acquisition of 737 aircraft, the "737 Purchase Agreement" (filed as Exhibit 10.15 to UAL's Form 10-K for the year ended December 31, 1992, and incorporated herein by reference; supplements thereto filed as (i) Exhibits 10.20, 10.21 and 10.22 to UAL's Form 10-Q for the quarter ended June 30, 1993, (ii) Exhibit 10.14 to UAL's Form 10-Q for the quarter ended June 30, 1994, and (iii) Exhibit 10.34 to UAL's Form 10-K for the year ended December 31, 1994, and incorporated herein by reference)). (Exhibit 10.17 hereto is filed with a request for confidential treatment of certain portions thereof.)

Exhibit 10.18 - Letter Agreement No. 6-1162-RCN-870R3 dated May 24, 1996 to the 737 Purchase Agreement, 747-400 Purchase Agreement, 757-200 Purchase Agreement, 767-300ER Purchase Agreement and 777-200 Purchase Agreement. (Exhibit 10.18 hereto is filed with a request for confidential treatment of certain portions thereof.)

Exhibit 10.19 - Letter Agreement No. 6-1162-RCN-870R4 dated July 12, 1996 to the 737 Purchase Agreement, 747-400 Purchase Agreement, 757-200 Purchase Agreement, 767-300ER Purchase Agreement and 777-200 Purchase Agreement. (Exhibit 10.19 hereto is filed with a request for confidential treatment of certain portions thereof.)

Exhibit 11 - Calculation of fully diluted net earnings per share.

Exhibit 12.1 - Computation of Ratio of Earnings to Fixed Charges.

Exhibit 12.2 - Computation of Ratio of Earnings to Fixed Charges and Preferred Stock Dividend Requirements.

Exhibit 27 - Financial Data Schedule.

- (b) Form 8-K dated July 23, 1996 to report a press release regarding UAL earnings release.

SIGNATURES

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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 thereunto duly authorized.

UAL CORPORATION

By: /s/ Gerald Greenwald

Gerald Greenwald
Chairman and Chief
Executive Officer

By: /s/ Douglas A. Hacker

Douglas A. Hacker
Senior Vice President and
Chief Financial Officer
(principal financial and
accounting officer)

Dated: August 14, 1996

Exhibit Index

Exhibit No.	Description
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- 11 Calculation of fully diluted net earnings per share.
- 12.1 Computation of Ratio of Earnings to Fixed Charges.
- 12.2 Computation of Ratio of Earnings to Fixed Charges and Preferred Stock Dividend Requirements.

FOURTH AMENDMENT
UAL CORPORATION
EMPLOYEE STOCK OWNERSHIP PLAN
(Effective as of July 12, 1994)

By virtue and in exercise of the amending power reserved to UAL Corporation (the "Company") under Section 13.1(a) of the UAL Corporation Employee Stock Ownership Plan (effective as of July 12, 1994) (the "Plan"), which amending power thereunder is subject to the approval of the Air Line Pilots Association International ("ALPA") and the International Association of Machinists and Aerospace Workers (the "IAM"), the Company hereby amends the Plan, subject to the approval of ALPA and the IAM, as follows, effective as of August 1, 1996 (except as specified below).

1. The following new paragraph is added immediately following the third paragraph of the material labelled "Transaction" which precedes Section 1:

"The parties to the Recapitalization Agreement have recognized that the value of the Common Stock has increased significantly since the effective date of the Plan. That increase is expected to result in an increase in the price at which the Trustee will acquire Class 1 Non-Voting Preferred Stock starting in 1996. As a result of the significant price increase and limitations imposed under the Internal Revenue Code, the parties to the Recapitalization Agreement anticipate that the portion of the underlying shares of Preferred Stock which will be available under Part A may be reduced from 78.15% starting in 1996, as contemplated by Section 1.6(q) of the Recapitalization Agreement. Any reduction in the Class 1 Non-Voting Preferred Stock under Part A for a Plan Year will be offset by a corresponding increase for that year in the shares of Preferred Stock under Part B and the Supplemental Plan."

2. The material labelled "Part A" which precedes Section 1 is amended by adding the following new paragraph to the end of such material:

"For the Plan Years beginning on and after January 1, 1996, the foregoing percentages will be adjusted as set forth in Section 5.4(a)(i)(A) to take into account the expected limitations on the amount of shares of Preferred Stock which can be delivered under Part A because of limitations under the Code. It is expected that such Code limitations will result in an overall reduction of the number of shares of Preferred Stock which can be delivered in Part A. It is also expected that the total number of shares to be delivered in Part A to the Management and Salaried Employee Group will be unchanged, that the total number of shares to be delivered in Part A to the IAM Employee Group will be reduced, and that the total number of shares to be delivered in Part A to the ALPA Employee Group may be reduced. The Company shall, pursuant to an agreement entered into pursuant to Section 1.6(q) of the Recapitalization Agreement among the Company and the unions representing the members of the ALPA and IAM Employee Groups, determine the number of shares which are expected to be delivered under Part A, determine the relevant percentages among the Employee Groups, and cause any reduction in the shares delivered under Part A to each Employee Group to be offset by a corresponding increase in the number of shares delivered under Part B and the Supplemental Plan to that Employee Group, so that the total number of shares delivered to each Employee Group will be unchanged."

3. Section 1(p) is amended by adding the following to the end of the Section, it being understood that the language set forth below is intended only as an explanation of the original intent of the Plan and not as a substantive change to the Plan, and is therefore effective July 12, 1994:

"Compensation shall not include amounts paid in an employee contest or drawing of any type."

4. The following is added after the first sentence of Section 3.1(a)(i):

"For Plan Years 1996 through 1999 inclusive, the Company's contribution under Part A (and the corresponding principal payment due for the initial year of each Additional Acquisition Loan entered into for such years) shall be limited to the maximum contribution which the Company reasonably determines in consultation with its advisers can be made consistent with (w) satisfaction of the principles set forth in Section 1.6(1) of the Recapitalization Agreement, (x) achieving a high degree of certainty that the limits of Code Section 415(c)(6) shall not be exceeded, (y) avoiding an allocation which would be expected to cause all members of an Employee Group to exceed the limits of Code Section 415(c), and (z) limiting the release of shares of Class 1 Non-Voting Preferred Stock from the suspense accounts under the Acquisition Loans so that there are available for allocation that year sufficient shares of Class 2 Non-Voting Preferred Stock for each Employee Group to permit appropriate allocations in the Supplemental ESOP to individuals whose allocations reached the limit of Code Section 415(c). The Company's contribution shall be determined under the Agreement Pursuant to Section 1.6(q) of the Recapitalization Agreement (the "1.6(q) Agreement") entered into by the Company, ALPA and the IAM, which provides that the amount of the contribution shall not be made by reconsidering the principles set forth in clauses (w) through (z), but shall instead be made by using the same methodology which was used by the Company (and verified by the Committee) for the determination of the Revised Class 1 Decimal under the 1.6(q) Agreement, and that such methodology shall be applied by using such updated data as may be reasonably available to the Company prior to the determination of the contribution."

5. Section 5.4(a)(i)(A) is amended by adding the following to the end of the Section:

"For Class 1 Non-Voting Preferred Stock released for Plan Years beginning on or after January 1, 1996 and before January 1, 2000, the allocation percentage shall be determined by the Company as described below. There shall be determined the number of shares of Class 1 Non-Voting Preferred Stock available for allocation for the Plan Year, which is equal to the sum of (x) the number of shares of Class 1 Non-Voting Preferred Stock which will be released for the Plan Year on account of repayment of all Acquisition Loans and (y) the number of shares held in the suspense account referred to in Section 5.5(f) on account of excess contributions in the preceding Plan Year. The number of shares of Class 1 Non-Voting Preferred Stock to be allocated for the Plan Year on behalf of dividends paid on previously-allocated shares shall be determined for each Employee Group. The allocation percentage for the Management and Salaried Employee Group shall be the percentage which will result in a total allocation of 497,983.6564 shares of Class 1 Non-Voting Preferred Stock, including the shares to be allocated on account of dividends paid on previously-allocated shares. The percentage to be allocated to the members of the IAM Employee Group shall be the least of (xx) the percentage which would result in a total allocation to the IAM Employee Group of 1,129,952.550 shares of Class 1 Non-Voting Preferred Stock for such Plan Year, including shares to be allocated based upon dividends paid on previously-allocated shares, (yy) the percentage which is

expected to result in the allocation of the sum of (i) the shares to be allocated based upon dividends paid on previously-allocated shares, plus (ii) the amount the Company reasonably determines, in consultation with its advisers, as the maximum allocation which can be made consistent with avoiding an allocation which would be expected to cause all members of the IAM Employee Group to exceed the limits described in Section 5.4(a)(iii), or (zz) the percentage which was contemplated for the allocation to the IAM Employee Group upon consummation of the Additional Acquisition Loan entered into during such Plan Year. The allocation percentage to the ALPA Employee Group shall be one minus the sum of the allocation percentage to the Management and Salaried Employee Group and the IAM Employee Group."

6. Section 5.4(a)(iii) is amended by adding the following to the end of the Section:

"Effective for Plan Years beginning on or after January 1, 1996, for purposes only of allocations of contributions under Part A, the amount of the limitation under Code Section 415(c) shall be reduced by an amount which is reasonably estimated by the Company for each Employee Group, as necessary to permit the allocation of Voting Preferred Stock under Section 5.4(c)(i), without violating the limitation of Code Section 415(c). For this purpose, the amount of the reduction in the limitation may be estimated in any reasonable way, and such estimation may be made on a group-wide, rather than an individual basis; the amount of the reduction in the limitation need not be the same for each Employee Group."

7. Section 5.4(a)(viii) shall be redesignated as clause (ix), the first word of such clause shall be changed from "eighth" to "ninth", the reference "clauses (i) through (vii)" shall be changed to a reference to "clauses (i) through (viii)", and there shall be inserted a new clause (viii) as follows:

"(viii) Eighth. If the allocation of Employer contributions described in clause (vii) results in a violation of Code Section 415(c) for all members of any Employee Group (after reallocating any excess allocation owing to members of such Employee Group), then the excess allocation, and the shares released from repayment of Acquisition Loans resulting from such excess allocation, shall be placed in the suspense account referred to in Section 5.5(f), and the tentative allocations shall become final. For this purpose, shares shall first be allocated in any Plan Year from the suspense account referred to in Section 5.5(f), and then from the shares released on account of repayment of Acquisition Loans, in the order the Acquisition loans were entered into."

8. Section 5.5(d) is amended by adding the following to the end of the Section:

"For Plan Years beginning on or after January 1, 1996, Part B shall generally continue to be reduced before Part A, but Part A shall be reduced prior to Part B to the extent set forth in the provisions of Section 5.4(a)(iii) which refer to Voting Preferred Stock."

9. Section 5.5(f) is amended to read as follows:

"(f) Excess Allocations. If, after applying the allocation provisions under Section 5.4, allocations under Section 5.4 would otherwise result in a violation of Code Section 415, the ESOP Committee shall reduce Employer Contributions for the next limitation year for all Participants and shall hold excess amounts in a Suspense Account for allocation in a subsequent Plan Year in accordance with Reg. Section 1.415-6(b)(6)(iii). The shares of Class 1 Non-Voting Preferred Stock which correspond to such excess contribution amounts shall also be held in such

Suspense Account for allocation to Participants in a subsequent Plan Year. If an amount is held in the Suspense Account referred to in this subsection (f) after the completion of allocations for any Plan Year, then such amount shall be allocated as part of the Employer Contribution for the immediately following Plan Year. Such amount shall be included in calculating the allocation percentage among the Employee Groups, pursuant to Section 5.4(a)(i). Accordingly, in a Plan Year in which amounts held in the Suspense Account are allocated, the total Employer Contributions, including the amounts held in the Suspense Account, shall be allocated according to the allocation percentages established under Section 5.4(a)(i). The intended result of the allocation is that the Suspense Account should not alter the agreed-upon cumulative division of shares among the Employee Groups in Parts A and B and the Supplemental ESOP."

10. Section 7.2 is amended, effective as of the date this amendment is adopted and approved, by adding the following immediately before the words "provided, however":

"or the Participant is determined to have a Total Disability"

IN WITNESS WHEREOF, the Company has caused this Fourth Amendment to be executed on July 16, 1996.

UAL CORPORATION

/s/ Douglas A. Hacker

APPROVED BY:

AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL

/s/ J. Randolph Babbitt

/s/ Michael H. Glawe

INTERNATIONAL ASSOCIATION
OF MACHINISTS AND
AEROSPACE WORKERS

/s/ Kenneth W. Thiede

FOURTH AMENDMENT
UAL CORPORATION
SUPPLEMENTAL ESOP
(Effective as of July 12, 1994)

By virtue and in exercise of the amending power reserved to UAL Corporation (the "Company") under Section 13.1(a) of the UAL Corporation Supplemental ESOP (effective as of July 12, 1994) (the "Plan"), which amending power thereunder is subject to the approval of the Air Line Pilots Association International ("ALPA") and the International Association of Machinists and Aerospace Workers (the "IAM"), the Company hereby amends the Plan, subject to the approval of ALPA and the IAM, as follows, effective as of August 1, 1996 (except as specified below).

1. Section 1.1(c) is amended by adding the following to the end of the Section:

"For Convertible Shares to be allocated under this Plan for Plan Years beginning on or after January 1, 1996, the percentages to be allocated shall be determined as follows: The number of Convertible Shares to be allocated under this Plan shall, for each Plan Year prior to the Plan Year beginning January 1, 2000, be the remainder of deducting the shares allocated under Part A of the ESOP from 3,073,973. For the Plan Year beginning January 1, 2000, the total number of shares allocated under this Plan shall equal the remaining Convertible Shares to be allocated to all Employee Groups, after the allocation under Part A of the ESOP. The number of shares to be allocated to each of the Employee Groups for each Plan Year (other than the Plan Year beginning January 1, 2000) shall equal, for the ALPA Group, the result of deducting the shares allocated under Part A of the ESOP for such Plan Year from 1,421,097.718 shares, for the IAM Employee Group, the result of deducting the shares allocated under Part A of the ESOP for such Plan Year from 1,141,366.175 shares, and for the Management and Salaried Group shall be the result of deducting the shares allocated under Part A of the ESOP for such Plan Year from 511,509.107 shares. For the Plan Year beginning January 1, 2000, the number of shares to be allocated to each Employee Group under this Plan shall be the total number of shares remaining to be allocated to such Employee Group, after the allocations under Part A of the ESOP."

2. Section 2.2(a) is amended by adding the following to the end of the Section:

"Notwithstanding the foregoing, the maximum number of Convertible Shares issued under this Plan and the ESOP (Part B) shall be the result of deducting from 17,675,345 the number of Convertible Shares allocated under Part A."

3. Section 3.1(b)(i) is amended to read as follows, effective as of the date this amendment is adopted and approved:

"(i) as soon as practicable following the Valuation Date coinciding with or next following the later of (x) the earlier of the Participant's termination of employment with the Employer and its Affiliates and the date the Participant is determined to have a Total Disability, or (y) December 31, 1995, the Company shall pay such Participant (or, if such Participant is not living at the time for payment, to such Participant's Beneficiary) the value of the Participant's vested Account; and"

4. Section 3.1(c)(v) is amended by adding the following to the end of the Section:

"In the case of any member of the IAM Employee Group whose employment with the Employer and its Affiliates is not terminated at the time of his election, the foregoing sentence shall not apply. Instead, any such election (or modification or revocation thereof) shall be void unless made (x) at least one year prior to the Participant's termination of employment with the Employer (and its Affiliates), (y) for a member of the IAM Employee Group who had Convertible Shares allocated to the Participant's Account under this Plan for the 1995 Plan Year, by September 15, 1996, or (z) for a member of the IAM Employee Group who did not have Convertible Shares allocated to the Participant's Account in this Plan for the 1995 Plan Year, by December 31, 1996."

IN WITNESS WHEREOF, the Company has caused this Fourth Amendment to be executed on July 16, 1996.

UAL CORPORATION

/s/ Douglas A. Hacker

APPROVED BY:

AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL

/s/ J. Randolph Babbitt

/s/ Michael H. Glawe

INTERNATIONAL ASSOCIATION
OF MACHINISTS AND
AEROSPACE WORKERS

/s/ Kenneth W. Thiede

AGREEMENT PURSUANT TO
SECTION 1.6(q) OF RECAPITALIZATION AGREEMENT

WHEREAS, UAL Corporation, a Delaware Corporation (the "Company"), Air Line Pilots Association International ("ALPA") and International Association of Machinists and Aerospace Workers (the "IAM") are parties to an Amended and Restated Agreement and Plan of Recapitalization dated March 25, 1994 ("Recapitalization Agreement");

WHEREAS, the parties to the Recapitalization Agreement have recognized that due to increases in the price of the common stock of the Company, it is expected that the Class 1 ESOP Preferred Stock to be purchased by the Trustee in 1996 and subsequent years may, unless the number of such shares to be purchased are adjusted, cause allocations under the ESOP to be in an amount which would exceed the limitations of Internal Revenue Code ("Code") Section 415(c); and

WHEREAS, Section 1.6(q) of the Recapitalization Agreement provides that the parties agree to cooperate to modify the number of Class 1 ESOP Preferred Shares to be sold and to make appropriate conforming modifications to the related documents to avoid allocations in excess of the limitations of Code Section 415; and

WHEREAS, this agreement ("Agreement") is entered into pursuant to Section 1.6(q) of the Recapitalization Agreement.

NOW, THEREFORE, the Company, ALPA, and the IAM hereby agree as follows:

1. Unless otherwise defined in this Agreement, capitalized terms used in this Agreement shall have the meaning set forth in the Recapitalization Agreement.

2. The parties hereto recognize that in order to satisfy the limitations of Code Section 415, it will likely be necessary to reduce the number of shares of ESOP Preferred purchased by the Trustee in 1996 and subsequent years. It is the intent of the parties to set forth in this Agreement a revised method of determining the number of shares of ESOP Preferred to be offered to the Trustee for purchase pursuant to Section 1.6(e) of the Recapitalization Agreement. It is the intent of the parties hereto that to the extent the number of shares of ESOP Preferred are reduced under this Agreement, there shall be a corresponding increase in the number of shares of Supplemental ESOP Preferred, with the result being that the sum of the ESOP Preferred and Supplemental ESOP Preferred, on both an annual and cumulative basis, will be unchanged by this Agreement.

3. The purchases of ESOP Preferred expected to be made by the ESOP Trustee in 1996, 1997, 1998, and 1999, shall be determined as if Section 1.6(e) of the Recapitalization Agreement provided as follows:

"(e) At or about July 12, 1996, and at or about the next three following anniversaries of July 12, 1996 (each of the four July 12 dates a "Measuring Date Anniversary"), the Company shall negotiate in good faith with the ESOP Trustee to reach an agreement under which the Company shall issue to the ESOP Trustee shares of ESOP Preferred at an agreed-upon price per share (for each applicable plan year, the "Purchase Price"). If such agreement is reached within 30 days of any Measuring Date Anniversary, then, within five days thereafter, the Company shall sell to the ESOP Trustee, and the ESOP Trustee shall purchase from the Company, pursuant to an agreement substantially in the form of

Exhibit A to this Agreement, a number of shares of ESOP Preferred (with respect to each such year, the "Subsequent Shares"), which number of shares shall equal, for each such plan year, the Subsequent Year Release Shares (as defined) divided by the Subsequent Year Decimal (as defined).

- (i) The term "Subsequent Year Release Shares" shall mean, for each such plan year, the excess of
 - (xx) the product of
 - (A) 12/69ths of the Final Number and
 - (B) the Revised Class 1 Decimal (as defined below) over
 - (yy) the number of Year 1 Remaining Shares and Subsequent Year Remaining Shares (as defined below) (collectively, "Tail Shares") scheduled to be released in such plan year.
- (ii) The term "Subsequent Year Decimal" shall be calculated separately for each such plan year and shall mean one minus the product of
 - (yy) a fraction (expressed as a decimal) having a numerator equal to the Dollar Amount and a denominator equal to the Purchase Price for the plan year in question, and
 - (zz) the number of years and fractional years from the end of the plan year for which such shares are being issued to March 31, 2000.
- (iii) The term "Revised Class 1 Decimal" shall mean the factor (not to exceed .7815) which is determined by the Company no later than each Measuring Date Anniversary. The amount of the Revised Class 1 Decimal shall be the amount which is reasonably estimated to result in the number of Subsequent Year Release Shares which, when added to the Tail Shares scheduled to be released in such plan year, will maximize the Revised Class 1 Decimal consistent with (ww) satisfaction of the principles set forth in Section 1.6(1), (xx) achieving a high degree of certainty that the limits of Internal Revenue Code Section 415(c)(6) shall not be exceeded, (yy) avoiding an allocation of contributions which would cause all members of an Employee Group (as defined in the ESOP) to exceed the limits of Internal Revenue Code Section 415(c), and (zz) limiting the purchase of ESOP Preferred so that there can be allocated sufficient shares of Supplemental ESOP Preferred for each Employee Group to permit appropriate allocations in the Supplemental ESOP to individuals whose allocations in the ESOP reached the limit of Code Section 415(c). The Company and its advisors shall, prior to each Measuring Date Anniversary, present to the Committee (as defined in the ESOP) the calculation of the Revised Class 1 Decimal, and the Committee shall review such calculation to verify that the Revised Class 1 Decimal was calculated according to the methodology described above. It is the understanding of the parties hereto that in making the verification referred to in the preceding sentence, the members of the Committee are acting on behalf of the ALPA (in the case of the Committee members appointed by ALPA), the IAM (in the case of the Committee members appointed by the IAM) and the Company (in the

case of the Committee member appointed by the Company), and are not acting as fiduciaries. In making such verification, the members of the Committee appointed by ALPA shall, acting as a group, cast a single vote, the members of the Committee appointed by the IAM shall, acting as a group, cast a single vote, and the member appointed by the Company shall cast a single vote. The calculation of the Revised Class 1 Decimal shall only be considered verified if all three of such votes are cast in favor of verification. If the Committee has not verified the calculation of the Revised Class 1 Decimal determined by the Company by a Measuring Date Anniversary, then the Revised Class 1 Decimal shall be determined pursuant to the provisions of this Agreement other than Section 1.6(e) (including Section 1.6(q), which generally contemplates that the Company, the IAM and ALPA will cooperate to modify the Class 1 Decimal). The parties agree that the result of the calculations described above for each plan year may be a range of values for the Revised Class 1 Decimal, including but not limited to a value to be applicable to each possible Purchase Price.

The Subsequent Year Release Shares for each such plan year shall be released from the ESOP suspense account and allocated to the accounts of ESOP participants as of the end of such plan year; provided, however, that by the due date for each contribution by the Company to be used by the ESOP Trustee for loan repayment, the Company shall in consultation with its advisers, make a reasonable estimate of the maximum contribution which can be made to Part A of the ESOP (as defined in the ESOP) consistent with (www) satisfaction of the principles set forth in Section 1.6(l), (xxx) achieving a high degree of certainty that the limits of Internal Revenue Code Section 415(c)(6) shall not be exceeded, (yyy) avoiding an allocation of contributions which would cause all members of an Employee Group to exceed the limits of Internal Revenue Code Section 415(c), and (zzz) limiting the purchase of ESOP Preferred so that there can be allocated sufficient shares of Supplemental ESOP Preferred for each Employee Group to permit appropriate allocations in the Supplemental ESOP to individuals whose allocations in the ESOP reached the limit of Code Section 415(c). The estimate of the Company referred to in the preceding sentence shall not be made by reconsidering the principles set forth in clauses (www) through (zzz), but shall instead be made by using the same methodology which was used by the Company (and verified by the Committee) for the determination of the Revised Class 1 Decimal, and such methodology shall be applied by using such updated data as may be reasonably available to the Company prior to the determination of the contribution. The balance of the Subsequent Shares for such plan year (the "Subsequent Year Remaining Shares") shall be released from the ESOP suspense account and allocated to the accounts of ESOP participants in level installments for each full plan year (and prorated for the quarter ending March 31, 2000) remaining in the period from the January 1 immediately following such plan year through March 31, 2000. Notwithstanding the foregoing, if (aaa) pursuant to this paragraph, the Company's contribution was not sufficient to cause all Subsequent Year Release Shares to be released from the ESOP suspense account, or (bbb) the Company's contribution caused all members of an Employee Group to reach the limit under Internal Revenue Code Section 415(c), thus causing the creation of a suspense account under Treasury Regulation Section 1.415-6(b)(6) (iii), then the Subsequent Year Release Shares which were not allocated to the accounts of ESOP participants in the year such shares were purchased by the ESOP Trustee shall be considered Subsequent Year Remaining Shares and shall be allocated in the next following year.

For each of the third through sixth plan years of the Supplemental ESOP, there shall be credited to the accounts of Supplemental ESOP participants shares of Supplemental ESOP Preferred equal to the remainder of (aa) 12/69ths of the Final Number and (bb) the number of shares of ESOP Preferred allocated to the accounts of ESOP participants that year."

4. The parties agree that the Company shall adopt the fourth amendment to the ESOP and the fourth amendment to the Supplemental ESOP in substantially the form attached hereto as Exhibits B and C, and ALPA and the IAM hereby approve such amendments.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers as of this 16th day of July, 1996.

UAL CORPORATION

By /s/ Douglas A. Hacker

Its Senior Vice President and

Chief Financial Officer

AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL

By /s/ J. Randolph Babbitt

Its President

By /s/ Michael H. Glawe

Michael H. Glawe
MEC Chairman

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

By /s/ Kenneth W. Thiede

Its President and General Chairman

Supplemental Agreement No. 8

to

Purchase Agreement No. 1670

between

THE BOEING COMPANY

and

UNITED AIR LINES, INC.

Relating to Boeing Model 747-422 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 30th day of May 1996, by and between THE BOEING COMPANY, a Delaware corporation (hereinafter called Boeing), and UNITED AIR LINES, INC., a Delaware corporation (hereinafter called Buyer);

W I T N E S S E T H

WHEREAS, the parties entered into that certain Purchase Agreement No. 1670, dated as of December 18, 1990, relating to the purchase and sale of Boeing Model 747-422 aircraft (hereinafter referred to as "The Aircraft", or the "Firm Aircraft", [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] or the "Option Aircraft", as such capitalized terms, and any other capitalized terms used herein, unless otherwise specifically defined herein, are defined in the "Purchase Agreement" (as such term is defined below), which agreement, as amended and supplemented, together with all exhibits, specifications and letter agreements related or attached thereto, is hereinafter called the "Purchase Agreement" and;

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to amend the Purchase Agreement as follows:

1. The following Letter Agreement is executed contemporaneously with this Supplemental Agreement and is attached hereto and is part of this Supplemental Agreement.

Agreement No.	Subject
6-1162-DLJ-891R3	Certain Contractual Matters

2. Article 2, entitled Delivery of Aircraft; Title and Risk of Loss, paragraph 2.1 is hereby deleted in its entirety and replaced with a new paragraph 2.1 which reflects [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

3. Article 5, entitled Payment, paragraph 5.1, entitled Advance Payment Base Price, is hereby deleted and replaced with a new paragraph 5.1, which includes the Advance Payment Base Prices for the [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1670

SA 8-2

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

4. The following "Months to be Utilized in Determining the Value of H & W" are hereby added to the table on page 3 of Exhibit D, entitled Price Adjustment due to Economic Fluctuations.

Month of Scheduled Aircraft Delivery as Set Forth in Article 2.1 of the Agreement -----	Months to be Utilized Determining the Value of H & W -----
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[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

5. Buyer hereby [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] of the Aircraft scheduled for delivery in [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

6. Buyer agrees that the [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] pursuant to paragraph No. 13 of Letter Agreement No. 6-1162-TML-1205.

7. Boeing agrees to [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] pursuant to paragraph 7 of Letter Agreement No. 6-1162-TML-1205 in [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1670

SA 8-3

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

10. This Supplemental Agreement is subject to the

confidentiality provisions of Letter Agreement 6-1162-DLJ-886.

11. The Purchase Agreement shall be deemed amended to the extent herein provided and as amended shall continue in full force and effect.

EXECUTED IN DUPLICATE as of the day and year first above written.

THE BOEING COMPANY

UNITED AIR LINES, INC.

By: /s/ M. Monica Fix

By: /s/ DOUGLAS A. HACKER

Its: Attorney-in-Fact

Its: Senior Vice President and
Chief Financial Officer

P.A. No. 1670

SA 8-4

Attachment 1 to
Supplemental Agreement No. 8

ARTICLE 2. Delivery of Aircraft; Title and Risk of Loss.

2.1 Time of Delivery. Each Aircraft shall be delivered to Buyer assembled and ready for flight, and Buyer shall accept delivery of such Aircraft, during or, if mutually agreed, before the months set forth in the following schedule:

Month and Year of Delivery	Quantity of Aircraft	Status (as of S.A. No. 8)
August 1992	One(1)	Delivered
October 1992	One(1)	Delivered
December 1992	One(1)	Delivered
April 1993	Two(2)	Delivered
June 1993	One(1)	Delivered
August 1993	One(1)	Delivered
June 1994*	One(1)	S.A. #5 Delivered
July 1994*	One(1)	S.A. #5 Delivered
May 1996*	One(1)	Firm S.A. #6
June 1996*	One(1)	Firm S.A. #6
June 1996	One(1)	[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1670

1-1

Attachment 1 to
Supplemental Agreement No. 8

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

If Boeing gives Buyer at least ten (10) days, advance notice of the delivery date for an Aircraft, and delivery is delayed beyond such date due to Buyer's fault or responsibility, Buyer shall promptly reimburse Boeing for all costs and expenses incurred by Boeing as a result of such delay, including but not limited to reasonable amounts for storage, insurance, taxes, preservation or protection of the Aircraft, and interest on payments due.

P.A. No. 1670

1-2

Attachment 2 to
Supplemental Agreement No. 8

ARTICLE 5. Payment.

5.1 Advance Payment Base Price. The advance payment base price of each Aircraft, depending on the month and year of scheduled delivery, is indicated below:

Month and Year of Scheduled Delivery -----	Advance Payment Base Price per Aircraft -----
August 1992	[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]
October 1992	
December 1992	
April 1993	[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]
August 1993	
November 1993	
June 1994 *	
July 1994 *	
May 1996 *	
June 1996 *	
June 1996	

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1670

2-1

Attachment 2 to
Supplemental Agreement No. 8

Such advance payment base prices will be used to determine the amount of the first advance payment to be made by Buyer on each Aircraft pursuant to the provisions of Article 5.2. The advance payment base prices of each Aircraft has been established using currently available forecasts of the escalation factors used by Boeing and applicable to the scheduled month and year of Aircraft delivery. The advance payment base prices will be further increased or decreased by Boeing not later than twenty-five (25) months prior to the scheduled month of delivery, as required to reflect the effects of the then-current forecasted escalation

factors used by Boeing in accordance with Exhibit D. The advance payment base price of each Aircraft, including any adjustments made thereto, as contemplated herein, is referred to as the "Advance Payment Base Price."

P.A. No. 1670

2-2

Supplemental Agreement No. 8

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1670

2-1

Supplemental Agreement No. 9

to

Purchase Agreement No. 1670

between

THE BOEING COMPANY

and

UNITED AIR LINES, INC.

Relating to Boeing Model 747-422 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 12 day of July 1996, by and between THE BOEING COMPANY, a Delaware corporation (hereinafter called Boeing), and UNITED AIR LINES, INC., a Delaware corporation (hereinafter called Buyer);

W I T N E S S E T H:

WHEREAS, the parties entered into that certain Purchase Agreement No. 1670, dated as of December 18, 1990, relating to the purchase and sale of Boeing Model 747-422 aircraft (hereinafter referred to as " The Aircraft", or the "Firm Aircraft", [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] or the "Option Aircraft", as such capitalized terms. and any other capitalized terms used herein, unless otherwise specifically defined herein, are defined in the "Purchase Agreement" (as such term is defined below)), which agreement, as amended and supplemented, together with all exhibits, specifications and letter agreements related or attached thereto, is hereinafter called the "Purchase Agreement" and;

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to amend the Purchase Agreement as follows:

1. The following Letter Agreement is executed contemporaneously with this Supplemental Agreement and is attached hereto.

Agreement No.	Subject
----- 6-1162-DLJ-891R4	----- Certain Contractual Matters

2. Article 2, entitled Delivery of Aircraft; Title and Risk of Loss, paragraph 2.1 is hereby deleted in its entirety and replaced with the new paragraph 2.1 contained in Attachment 1 hereto, [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

3. Article 5, entitled Payment, paragraph 5.1, entitled Advance Payment Base Price, is hereby deleted and replaced with the new paragraph 5.1 contained in Attachment 2 hereto, which includes the Advance Payment Base Prices for the [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

4. The following "Months to be Utilized in Determining the Value of H & W" are hereby added to the table on page 3 of Exhibit D, entitled Price Adjustment due to Economic Fluctuations.

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5. Buyer agrees that the invoices for the [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] pursuant to paragraph No. 13 of Letter Agreement No. 6-1162-TML-1205.

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[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

8. This Supplemental Agreement is subject to the confidentiality provisions of Letter Agreement 6-1162-DLJ-886.

9. The Purchase Agreement shall be deemed amended to the extent herein provided and as amended shall continue in full force and effect.

EXECUTED IN DUPLICATE as of the day and year first above written.

THE BOEING COMPANY

UNITED AIR LINES, INC.

By: /s/ M. O. Hunt

By: /s/ Douglas A. Hacker

Its: Attorney in Fact

Its: Senior Vice President

Chief Financial Officer

Attachment 1 to Supplemental Agreement No. 9

ARTICLE 2. Delivery of Aircraft; Title and Risk of Loss.

2.1 Time of Delivery. Each Aircraft shall be delivered to Buyer assembled and ready for flight, and Buyer shall accept delivery of such Aircraft, during or, if mutually agreed, before the months set forth in the following schedule:

Month and Year of Delivery	Quantity of Aircraft	Status {as of S.A. No. 9}
August 1992	One (1)	Delivered
October 1992	One (1)	Delivered
December 1992	One (1)	Delivered

April 1993	Two (2)	Delivered
June 1993	One (1)	Delivered
August 1993	One (1)	Delivered
June 1994*	One (1)	S.A. #5 Delivered
July 1994*	One (1)	S.A. #5 Delivered
May 1996*	One (1)	Firm S.A. #6
June 1996*	One (1)	Firm S.A. #6

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P.A. No. 1670 1-1

Attachment 1 to
Supplemental Agreement No. 9

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If Boeing gives Buyer at least ten (10) days' advance notice of the delivery date for an Aircraft, and delivery is delayed beyond such date due to Buyer's fault or responsibility, Buyer shall promptly reimburse Boeing for all costs and expenses incurred by Boeing as a result of such delay, including but not limited to reasonable amounts for storage, insurance, taxes, preservation or protection of the Aircraft, and interest on payments due.

P.A. No. 1670 1-2

Attachment 2 to
Supplemental Agreement No. 9

ARTICLE 5. Payment.

5.1 Advance Payment Base Price. The advance payment base price of each Aircraft, depending on the month and year of scheduled delivery, is indicated below:

Month and Year of Scheduled Delivery	Advance Payment Base Price per Aircraft
- - - - -	- - - - -
August 1992	[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]
October 1992	
December 1992	
April 1993	[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]
August 1993	
November 1993	
June 1994	[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]
July 1994	
May 1996	[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]
June 1996	
June 1996	

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1670 2-1

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Such advance payment base prices will be used to determine the amount of the first advance payment to be made by Buyer on each Aircraft pursuant to the provisions of Article 5.2. The advance payment base prices of each Aircraft has been established using currently available forecasts of the escalation factors used by Boeing and applicable to the scheduled month and year of Aircraft delivery. The advance payment base prices will be further increased or decreased by Boeing not later than twenty-five (25) months prior to the scheduled month of delivery, as required to reflect the effects of the then-current forecasted escalation factors used by Boeing in accordance with Exhibit D. The advance payment base price of each Aircraft, including any adjustments made thereto, as contemplated herein, is referred to as the "Advance Payment Base Price."

P.A. No. 1670 2-2

Supplemental Agreement No. 9

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1670 2-1

Supplemental Agreement No. 9

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1670 2-2

United Air Lines, Inc.
1670-06 Page 1

1670-06
July 12, 1996

United Air Lines Inc.
P.O. Box 66100
Chicago, Illinois 60666

Subject: Letter Agreement No. 1670-06 to
Purchase Agreement No. 1670-
[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY
WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT
TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Reference is made to Purchase Agreement No. 1670 dated December
18, 1990 between The Boeing Company (Boeing) and United Air
Lines, Inc. (Buyer) (the Purchase Agreement) relating to the sale
by Boeing and the purchase by Buyer of thirty-nine (39) Model 747-
422 aircraft (the Aircraft).

All terms used herein and in the Purchase Agreement, and not
defined herein, shall have the same meaning as in the Purchase
Agreement.

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

United Air Lines, Inc.
1670-06 Page 2

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

United Air Lines, Inc.
1670-06 Page 3

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

United Air Lines, Inc.
1670-06 Page 4

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

Very truly yours,

THE BOEING COMPANY

By /s/ M. O. Hunt

Its Attorney-In-Fact
- -----

ACCEPTED AND AGREED TO this

Date: July 12, 1996

United Air Lines Inc.

By /s/ Douglas A. Hacker

Its Senior Vice President and

Chief Financial Officer

Exhibit 10.7

6-1162-DLJ-89IR3

United Air Lines, Inc.
P.O. Box 66100
Chicago, Illinois 60666

Subject: Letter Agreement No. 6-1162-DLJ-891R3
to Purchase Agreement No. 1670 -
[*CONFIDENTIAL MATERIAL OMITTED AND FILED
SEPARATELY WITH THE SECURITIES AND EXCHANGE
COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

Gentlemen:

Reference is made to Purchase Agreement No. 1670 dated as of even date herewith (the Purchase Agreement) between The Boeing Company (Boeing), United Air Lines, Inc. (United) and United Worldwide Corporation (Worldwide), relating to the sale by Boeing and the purchase by United and Worldwide (collectively the Buyer) of thirty-three (33) Model 747-422 aircraft (hereinafter referred to as the Aircraft).

Further reference is made to Letter Agreement 1670-5 dated as of even date herewith to the Purchase Agreement relating to the granting of options to purchase thirty (30) Model 747-422 option aircraft (the Option Aircraft).

This letter, when accepted by Buyer contemporaneously with the execution of the Purchase Agreement, will become part of the Purchase Agreement and will evidence our further agreement with respect to the matters set forth below.

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1670 S/A 8

United Air Lines, Inc.
6-1162-DLJ-891R3 Page 2

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1670 S/A 8

United Air Lines, Inc.
6-1162-DLJ-891R3 Page 3

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1670 S/A 8

United Air Lines, Inc.
6-1162-DLJ-891R3 Page 4

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
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CONFIDENTIAL TREATMENT]

P.A. No. 1670 S/A 8

United Air Lines, Inc.
6-1162-DLJ-891R3 Page 5

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CONFIDENTIAL TREATMENT]

P.A. No. 1670 S/A 8

United Air Lines, Inc.
6-1162-DLJ-891R3 Page 6

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CONFIDENTIAL TREATMENT]

P.A. No. 1670 S/A 8

United Air Lines, Inc.
6-1162-DLJ-891R3 Page 7

12. Non-Disclosure.

The parties understand that certain commercial and financial information contained in this letter agreement is considered as privileged and confidential. The parties agree that they will treat such information as privileged and confidential and will not, without prior written consent of the other party, disclose such information to any other person except as may be required by (i) applicable law or governmental regulations, or (ii) for financing the Aircraft in accordance with the provisions of Article 11.2 of the Purchase Agreement. In connection with any such disclosure or filing of such information pursuant to any applicable law or governmental regulations; Buyer shall request and use its best reasonable efforts to obtain confidential treatment of such information. Boeing agrees to cooperate with Buyer in making and supporting its request for confidential treatment. In fulfilling its obligations under this paragraph 11, the parties shall only be required to use the same degree of care to prevent unauthorized disclosure and use of the information contained in this Letter Agreement as they would use to prevent the disclosure and use of its own commercial and financial information of the same or similar nature and which it considers proprietary or confidential.

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By /s/ M. Monica Fix

Its Attorney in Fact

ACCEPTED AND AGREED TO this
Date: May 30, 1996

UNITED AIR LINES, INC.

By /s/ Douglas A. Hacker

Its Senior Vice President and

Chief Financial Officer

P.A. No. 1670

S/A 8

6-1162-DLJ-891R4
July 12, 1996

United Air Lines, Inc.
P.O. Box 66100
Chicago, Illinois 60666

Subject: Letter Agreement No. 6-1162-DLJ-891R4
to Purchase Agreement No. 1670 -
[*CONFIDENTIAL MATERIAL OMITTED AND FILED
SEPARATELY WITH THE SECURITIES AND EXCHANGE
COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL
TREATMENT]

Gentlemen:

Reference is made to Purchase Agreement No. 1670 dated as of
December 18, 1990 (the Purchase Agreement) between The Boeing
Company (Boeing), and United Air Lines, Inc. (Buyer), relating to
the sale by Boeing and the purchase by Buyer of thirty-nine (39)
Model 747-422 aircraft (hereinafter referred to as the Aircraft).

Further reference is made to Letter Agreement 1670-5 dated as of
even date herewith to the Purchase Agreement relating to the
granting of options to purchase eleven (11) Model 747-422 option
aircraft (the Option Aircraft).

This letter, when accepted by Buyer contemporaneously with the
execution of the Purchase Agreement, will become part of the
Purchase Agreement and will evidence our further agreement with
respect to the matters set forth below.

All terms used herein and in the Purchase Agreement, and not
defined herein, shall have the same meaning as in the Purchase
Agreement.

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
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CONFIDENTIAL TREATMENT]

P.A. No. 1670 SA-9

United Air Lines, Inc.
6-1162-DLJ-891R4 Page 2

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

P.A. No. 1670 SA-9

United Air Lines, Inc.
6-1162-DLJ-891R4 Page 3

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

P.A. No. 1670 SA-9

United Air Lines, Inc.
6-1162-DLJ-891R4 Page 4

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

P.A. No. 1670 SA-9

11. Non-Disclosure.

The parties understand that certain commercial and financial information contained in this letter agreement is considered as privileged and confidential. The parties agree that they will treat such information as privileged and confidential and will not, without prior written consent of the other party, disclose such information to any other person except as may be required by (i) applicable law or governmental regulations, or (ii) for financing the Aircraft in accordance with the provisions of Article 11.2 of the Purchase Agreement. In connection with any such disclosure or filing of such information pursuant to any applicable law or governmental regulations; Buyer shall request and use its best reasonable efforts to obtain confidential treatment of such information. Boeing agrees to cooperate with Buyer in making and supporting its request for confidential treatment. In fulfilling its obligations under this paragraph 11, the parties shall only be required to use the same degree of care to prevent unauthorized disclosure and use of the information contained in this Letter Agreement as they would use to prevent the disclosure and use of its own commercial and financial information of the same or similar nature and which it considers proprietary or confidential.

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By /s/ M. O. Hunt

Its Attorney In Fact

ACCEPTED AND AGREED TO this

Date: July 12, 1996

UNITED AIR LINES, INC.

By /s/ Douglas A. Hacker

Its Senior Vice President and

Chief Financial Officer

Supplemental Agreement No. 4

to

Purchase Agreement No. 1663

between

The Boeing Company

and

UNITED AIR LINES, INC.

Relating to Boeing Model 777-222 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 30th day of May, 1996, by and between THE BOEING COMPANY, a Delaware corporation (hereinafter called Boeing), and UNITED AIR LINES, INC., a Delaware corporation, (hereinafter called Buyer);

W I T N E S S E T H:

WHEREAS, the parties hereto entered into an agreement dated as of December 18, 1990, relating to Boeing Model 777-222 aircraft (hereinafter referred to as the "Aircraft"), which agreement, as amended, together with all exhibits and specifications attached thereto and made a part thereof which is hereinafter called the "Purchase Agreement" and;

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

1. Article 1, "Subject Matter of Sale", is hereby deleted in its entirety and replaced with a new Article 1, which is Attachment No. 1 hereto.

2. Article 2, "Delivery of Aircraft; Title and Risk of Loss", is hereby deleted in its entirety and replaced with a new Article 2 which is Attachment No. 2 hereto.

3. Article 5, "Payment", is hereby deleted in its entirety and replaced with a new Article 5 which is Attachment No. 4 hereto.

4. The two "B" Market Aircraft, which are the subject of this Supplemental Agreement, are [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] as such term is defined in Letter Agreement No. 6-1162-TML-1205 to nine (9) 737 Aircraft in Purchase Agreement No. 1595, [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

7. In consideration of Buyer's purchase of the 777 Aircraft, which are the subject of this Supplemental Agreement, Boeing agrees to [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] pursuant to paragraph 7 of Letter Agreement No. 6-1162-TML-1205 [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

8. Buyer agrees that the invoice for each of the two (2) "B" Market Aircraft, which are the subject of this Supplemental Agreement, will contain a [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] pursuant to paragraph 13 of Letter Agreement No. 6-1162-TML-1205.

9. Buyer agrees that the credit memorandum applicable to the two (2) "B" Market Aircraft, which are the subject of this Supplemental Agreement, and discussed in Letter Agreement 6-1162-RCN-859 will include:

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

10. This Supplemental Agreement, including all of the Attachments, will be treated as privileged and confidential information pursuant to the terms of Letter Agreement No. 6-1162-DLJ-832.

The Purchase Agreement shall be deemed to be supplemented to the extent herein provided and as so supplemented shall continue in full force and effect.

EXECUTED IN DUPLICATE as of the day and year first above written.

THE BOEING COMPANY

UNITED AIR LINES, INC.

By: /s/ M.O. Hurt

By: /s/ Douglas A. Hacker

Its: Attorney-In-Fact

Douglas A. Hacker
Its: Senior Vice President and

Chief Financial Officer

P.A. No. 1663

S4-3

Attachment No. 1
Supplemental Agreement No. 4
Purchase Agreement No. 1663
United Air Lines, Inc.
Page 1

ARTICLE 1. Subject Matter of Sale.

1.1.1 "A" Market Aircraft Description".
Boeing shall sell and deliver to Buyer, and Buyer shall purchase from Boeing, sixteen (16) Boeing Model 777-222 "A" Market Aircraft. Such aircraft are referred to individually and collectively as the "Aircraft" or "AIRCRAFT" or "the "A" Market Aircraft". The Aircraft will be manufactured by Boeing in accordance with Boeing Detail Specification [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] (as modified and described in Exhibit A-1 attached hereto) as it may be modified from time to time in accordance with the terms and conditions of Article 7 herein. Such Detail Specification as so modified is by this reference incorporated in

this Agreement and is hereinafter referred to as the "Detail Specification" or "the "A" Market Detail Specification." In connection with the sale and purchase of the Aircraft, Boeing shall also deliver to Buyer other things under this Agreement including data, documents, training and services.

1.1.2 "B" Market Aircraft Description". Boeing shall sell and deliver to Buyer, and Buyer shall purchase from Boeing, twenty (20) Boeing Model 777-222 "B" Market Aircraft. Such aircraft are referred to individually and collectively as the "Block A "B" Market Aircraft", "Block B "B" Market Aircraft", "Aircraft" or "AIRCRAFT" or "the "B" Market Aircraft". The Aircraft will be manufactured by Boeing in accordance with Boeing Detail Specification [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] (as modified and described in Exhibit A-2 attached hereto) as it may be modified from time to time in accordance with the terms and conditions of Article 7 herein. Such Detail Specification as so modified is by this reference incorporated in this Agreement and is hereinafter referred to as the "Detail Specification" or "the "B" Market Detail Specification." In connection with the sale and purchase of the Aircraft, Boeing shall also deliver to Buyer other things under this Agreement including data, documents, training and services.

1.2 Performance Guarantees. Any performance guarantees applicable to the Aircraft shall be expressly included in this Agreement.

P.A. No. 1663 S4-1

Attachment No. 2
Supplemental Agreement No. 4
Purchase Agreement No. 1663
United Air Lines, Inc.
Page 2

ARTICLE 2. Delivery of Aircraft: Title and Risk of Loss.

2.1 Time of Delivery. Each Aircraft shall be delivered to Buyer assembled and ready for flight, and Buyer shall accept delivery of such Aircraft during or, if mutually agreed, before the months set forth in the following schedule:

"Month and Year of Delivery -----	Quantity of Aircraft -----
---	-------------------------------

"A" Market Aircraft

May 1995	Three (3)
June 1995	Two (2)
July 1995	One (1)
September 1995	One (1)
October 1995	One (1)
November 1995	One (1)
December 1995	Two (2)
February 1996	One (1)
April 1996	One (1)
May 1996	One (1)
June 1996	One (1)
July 1996	One (1)

"B" Market Aircraft

Block A "B" Market Aircraft

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1663 S4-1

Attachment No. 2
Supplemental Agreement No. 4
Purchase Agreement No. 1663
United Air Lines, Inc.
Page 2

Block B "B" Market Aircraft

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

If Boeing gives Buyer at least ten (10) days' advance notice of the delivery date for an Aircraft, and delivery is delayed beyond such date due to Buyer's fault or responsibility, Buyer shall promptly reimburse Boeing for all costs and expenses incurred by Boeing as a result of such delay, including but not limited to reasonable amounts for storage, insurance, taxes, preservation or protection of the Aircraft, and interest on payments due.

2.2 Place of Delivery. Each Aircraft shall be delivered at an airport in the State of Washington selected by Boeing or at such alternate site as may be mutually agreed upon in writing. If delivery is made at an alternate site at Buyer's request, Buyer shall promptly reimburse Boeing for any increased costs incurred by Boeing as a result thereof.

2.3 Title and Risk of Loss. Title to and risk of loss of each Aircraft shall pass from Boeing to Buyer upon delivery of such Aircraft but not prior to thereto.

2.4 Documents of Title. Upon delivery of and payment for each Aircraft, Boeing shall deliver to Buyer a bill of sale duly conveying to Buyer good title to such Aircraft free and clear of all liens, claims, charges and encumbrances of every kind whatsoever, and such other appropriate documents of title as Buyer may reasonably request.

P.A. No. 1663 S4-2

Attachment No. 3 to
Supplemental Agreement No. 4
Purchase Agreement No. 1663
1663-5 Page 4

ARTICLE 5. Payment.

5.1 Advance Payment Base Price. The advance payment base price of each Aircraft, depending on the month and year of scheduled delivery, is indicated below:

Month and Year of Scheduled Delivery -----	Advance Payment Base Price per Aircraft -----
--	---

"A" Market Aircraft

May 1995
June 1995
July 1995
September 1995
October 1995

[*CONFIDENTIAL MATERIAL

November 1995
December 1995
February 1996
April 1996
May 1996
June 1996
July 1996

OMITTED AND FILED
SEPARATELY WITH THE
SECURITIES AND EXCHANGE
COMMISSION PURSUANT
TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

"B" Market Aircraft

Block A "B" Market Aircraft

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

Block B "B" Market Aircraft

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

Attachment No. 3 to
Supplemental Agreement No. 4
Purchase Agreement No. 1663
1663-5 Page 4

Such advance payment base prices will be used to determine the amount of the first advance payment to be made by Buyer on each Aircraft pursuant to the provisions of Article 5.2. The advance payment base price of each Aircraft has been established using currently available forecast of the escalation factors used by Boeing and applicable to the scheduled month and year of Aircraft delivery. The advance payment base prices will be further increased or decreased by Boeing not later than twenty-five (25) months prior to the scheduled month of delivery, as required to reflect the effects of the then-current forecasted escalation factors used by Boeing in accordance with Exhibit D. The advance payment base price of each Aircraft, including any adjustments made thereto, as contemplated herein, is referred to as the "Advance Payment Base Price."

5.2 Advance Payments. Buyer shall pay to Boeing advance payments for each Aircraft on the dates indicated in the schedule below. The advance payment amount for an Aircraft due on a payment date shall be equal to (i) the sum of the advance payment percentages given in such schedule through the payment date multiplied by the Advance Payment Base Price for the Aircraft provided to Buyer pursuant to Article 5.1 for such payment date, less (ii) the sum of the advance payment amounts paid by Buyer to Boeing on such Aircraft up to such payment date.

Attachment No. 3 to
Supplemental Agreement No. 4
Purchase Agreement No. 1663
1663-5 Page 4

Due Date of Payment	Amount Due per Aircraft
-----	-----

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

5.3 Payment for Aircraft. Concurrently with delivery of each Aircraft, Buyer shall pay to Boeing the Purchase Price thereof, less the total amount of advance payments theretofore received by Boeing for such Aircraft under Article 5.2.

5.4 Repayment of Advance Payments. If this Agreement is terminated with respect to any Aircraft (i) by Buyer under Article 6.2, (ii) by Buyer under Article 11, or (iii) by failure

of Buyer to provide Boeing with written notice pursuant to Article 6.4, then Boeing shall promptly repay to Buyer, without interest, any advance payments received by Boeing from Buyer here under with respect to any Aircraft so terminated. If this Agreement is terminated by Boeing under Article 6.2, then Boeing shall promptly repay

Attachment No. 3 to
Supplemental Agreement No. 4
Purchase Agreement No. 1663
1663-5 Page 4

to Buyer with interest any advance payments received by Boeing from Buyer hereunder with respect to any Aircraft so terminated.

5.5 Payment in United States Funds. All prices and payments set forth in this Agreement are in United States Dollars. All payments required under this Agreement shall be made in United States Dollars and in immediately available funds by (i) transfer to the party to receive payment of a cashier's check drawn on a member bank, located at Seattle, Washington, of the United States Federal Reserve System mutually acceptable to the parties, or (ii) unconditional deposit to the account of the party to receive payment in a bank in the United States mutually acceptable to the parties. Buyer shall comply with all applicable monetary and exchange control regulations, and shall obtain any necessary authority from the governmental agency administering such regulations in order to enable Buyer to make payments at the time and place and in the manner and medium specified herein.

Supplemental Agreement No. 4
Purchase Agreement No. 1663

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Supplemental Agreement No. 5

to

Purchase Agreement No. 1663

between

The Boeing Company

and

UNITED AIR LINES, INC.

Relating to Boeing Model 777-222 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 12 day of July, 1996, by and between THE BOEING COMPANY, a Delaware corporation (hereinafter called Boeing), and UNITED AIR LINES, INC., a Delaware corporation, (hereinafter called Buyer);

W I T N E S S E T H:

WHEREAS, the parties hereto entered into an agreement dated as of December 18, 1990, relating to Boeing Model 777-222 aircraft (hereinafter referred to as the "Aircraft"), which agreement, as amended, together with all exhibits and specifications attached thereto and made a part thereof which is hereinafter called the "Purchase Agreement" and;

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

1. Article 3, "Basic Price", is hereby deleted in its entirety and replaced with a new Article 3 which is Attachment No. 1 hereto.

P.A. No. 1663 S5-1

2. Article 5, "Payment", is hereby deleted in its entirety and replaced with a new Article 5 which is Attachment No. 2 hereto.

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

4. Model 777 Aircraft - Certain Contractual Matters.

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

5. This Supplemental Agreement, including all of the Attachments, will be treated as privileged and confidential information pursuant to the terms of Letter Agreement No. 6-1162-DLJ-832.

The Purchase Agreement shall be deemed to be supplemented to the extent herein provided and as so supplemented shall continue in full force and effect.

EXECUTED IN DUPLICATE as of the day and year first above written.

THE BOEING COMPANY

UNITED AIR LINES, INC.

By: /s/ M. O. Hunt

By: /s/ Douglas A. Hacker

Its: Attorney-In-Fact

Its: Senior Vice President and

Chief Financial Officer

P.A. No. 1663

S5-2

Attachment No. 1 to
Supplemental Agreement No. 5
Purchase Agreement No. 1663

Article 3. Price of Aircraft.

3.1 Basic Price.

3.1.1 Basic Price for the "A" Market Aircraft. The basic price of each of the "A" Market Aircraft shall be equal to the sum of [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] and (ii) such price adjustments applicable to such "A" Market Aircraft as may be made pursuant to the provisions of this Agreement, including Article 7 (Changes to Detail Specification) and Article 8 (FAA Requirements') or other written agreements executed buy Buyer and Boeing.

3.1.2 Basic Price for the Block A "B" Market Aircraft. The basic price of each of the Block A "B" Market Aircraft shall be equal to the sum of (i) the price of the airframe and special features, [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] and (ii) such price adjustments applicable to such Block A "B" Market Aircraft as may be made pursuant to the provisions of this Agreement, including Article 7 (Changes to Detail Specification) and Article 8 (FAA Requirements) or other written agreements executed by Buyer and Boeing.

3.1.3 Basic Price for the Block B "B" Market Aircraft. The basic price of each of the Block B "B" Market Aircraft shall be equal to the sum of (i) the price of the airframe and special features, [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] and (ii) such price adjustments applicable to such Block B "B" Market Aircraft as may be made pursuant to the provisions of this Agreement, including Article 7 (Changes to Detail Specification) and Article 8 (FAA Requirements) or other written agreements executed by Buyer and Boeing.

3.2 Purchase Price.

The purchase price of each Aircraft shall be equal to the sum of the following items as determined at the time of such Aircraft delivery; (i) the Basic Price of the "A" Market Aircraft, Block A "B" Market Aircraft, or Block B "B" Market Aircraft as applicable, (ii) the Airframe and Engine Price Adjustments to be determined pursuant to Exhibit D (Price Adjustment Due to Economic Fluctuations - Airframe and Engine) attached hereto or the applicable provisions determined in Article 3.1 above, and (iii) such price adjustments applicable to such Aircraft as may be made pursuant to the provisions of this Agreement, including Exhibit E (Buyer Furnished Equipment Document) or other written agreements executed by Boeing and Buyer (the "Purchase Price").

Attachment No. 2 to
Supplemental Agreement No. 5

ARTICLE 5. Payment.

5.1 Advance Payment Base Price. The advance payment base price of each Aircraft, depending on the month and year of scheduled delivery, is indicated below:

Month and Year of Scheduled Delivery	Advance Payment Base Price per Aircraft
- - - - -	- - - - -

"A" Market Aircraft

May 1995	[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]
June 1995	
July 1995	
September 1995	
October 1995	
November 1995	
December 1995	
February 1996	
April 1996	
May 1996	
June 1996	
July 1996	

"B" Market Aircraft

Block A "B" Market Aircraft

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Such advance payment base prices will be used to determine the amount of the first advance payment to be made by Buyer on each Aircraft pursuant to the provisions of Article 5.2. The advance payment base price of each Aircraft has been established using currently available forecast of the escalation factors used by Boeing and applicable to the scheduled month and year of Aircraft delivery. The advance payment base prices will be further increased or decreased by Boeing not later than twenty-five (25) months prior to the scheduled month of delivery, as required to reflect the effects of the then-current forecasted escalation factors used by Boeing in accordance with Exhibit D. The advance payment base price of each Aircraft, including any adjustments made thereto, as contemplated herein, is referred to as the "Advance Payment Base Price."

5.2 Advance Payments. Buyer shall pay to Boeing advance payments for each Aircraft on the dates indicated in the schedule below. The advance payment amount for an Aircraft due on a payment date shall be equal to (i) the sum of the advance payment percentages given in such schedule through the payment date multiplied by the Advance Payment Base Price for the Aircraft provided to Buyer pursuant to Article 5.1 for such payment date, less (ii) the sum of the advance payment amounts paid by Buyer to Boeing on such Aircraft up to such payment date.

Attachment No. 2 to
Supplemental Agreement No. 5
Purchase Agreement No. 1663

Due Date of Payment	Amount Due per Aircraft
-----	-----

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

5.3 Payment for Aircraft. Concurrently with delivery of each Aircraft, Buyer shall pay to Boeing the Purchase Price thereof, less the total amount of advance payments theretofore received by Boeing for such Aircraft under Article 5.2.

5.4 Repayment of Advance Payments. If this Agreement is terminated with respect to any Aircraft (i) by Buyer under Article 6.2, (ii) by Buyer under Article 11, or (iii) by failure of Buyer to provide Boeing with written notice pursuant to Article 6.4, then Boeing shall promptly repay to Buyer, without interest, any advance payments received by Boeing from Buyer hereunder with respect to any Aircraft so terminated. If this Agreement is terminated by Boeing under Article 6.2, then Boeing shall promptly repay to Buyer with interest any advance payments received by Boeing from Buyer hereunder with respect to any Aircraft so terminated.

5.5 Payment in United States Funds. All prices and payments set forth in this Agreement are in United States Dollars. All payments required under this Agreement shall be made in United States Dollars and in immediately available funds by (i) transfer to the party to receive payment of a cashier's check drawn on a member bank, located at Seattle, Washington, of the United States Federal Reserve System mutually acceptable to the parties, or (ii) unconditional deposit to the account of the party to receive payment in a bank in the United States mutually acceptable to the parties. Buyer shall comply with all applicable monetary and exchange control regulations, and shall obtain any necessary authority from the governmental agency administering such regulations in order to enable Buyer to make payments at the time and place and in the manner and medium specified herein.

Supplemental Agreement No. 5
Purchase Agreement No. 1663

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

United Air Lines, Inc.
P.O. Box 66100
Chicago, Illinois 60666

Subject: Letter Agreement No. 6-1162-MDH-077
Purchase Agreement No. 1663
[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY
WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO
A REQUEST FOR CONFIDENTIAL TREATMENT]

Reference is made to Purchase Agreement No. 1663 dated December 18, 1990 (the Purchase Agreement) between The Boeing Company (Boeing), and United Air Lines, Inc. (Buyer), relating to the sale by Boeing and the Purchase by Buyer of thirty-four (34) Model 777-222 aircraft (hereinafter referred to as the Aircraft).

This Letter Agreement will become part of the Purchase Agreement and will evidence our further agreement with respect to the matters set forth below.

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

United Air Lines Inc.
6-1162-MDH-077
Page 2

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

United Air Lines Inc.
6-1162-MDH-077
Page 3

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By /s/ M. O. Hunt

Its Attorney in Fact

ACCEPTED AND AGREED TO this

Date: April 6, 1996

UNITED AIR LINES, INC.

By /s/ Frederic Brace

Its Vice President and Controller

6-1162-MDH-131
July 12, 1996

United Air Lines, Inc.
P.O. Box 66100
Chicago, Illinois 60666

Subject: Letter Agreement No. 6-1162-MDH-131 to
Purchase Agreement No. 1663
[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY
WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO
A REQUEST FOR CONFIDENTIAL TREATMENT]

Gentlemen:

Reference is made to Purchase Agreement No. 1663 dated December 18, 1990 (the Purchase Agreement) between The Boeing Company (Boeing), and United Air Lines, Inc. (Buyer), relating to the sale by Boeing and the purchase by United (Buyer) of thirty-four (34) Model 777-222 aircraft (hereinafter referred to as the Aircraft).

This letter when accepted by Buyer, will become part of the Purchase Agreement and will evidence our further agreement with respect to the matters set forth below.

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

United Air Lines, Inc.
6-1162-MDH-131 Page 2

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above, please indicate your acceptance and approval below.

Very truly yours.

THE BOEING COMPANY

By /s/ M. O. Hunt

Its Attorney in Fact

ACCEPTED AND AGREED TO this

Date: July 12, 1996

UNITED AIR LINES, INC

By /s/ Douglas A. Hacker

Its Senior Vice President and

Chief Financial Officer

P.A. No. 1663

Supplemental Agreement No. 6

to

Purchase Agreement No. 1485

between

The Boeing Company

and

UNITED AIR LINES, INC.

Relating to Boeing Model 757-222 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 30th day of May, 1996, by and between THE BOEING COMPANY, a Delaware corporation (hereinafter called Boeing), and UNITED AIR LINES, INC., a Delaware corporation with its principal office in Elk Grove Township, Illinois (hereinafter called Buyer);

W I T N E S S E T H:

WHEREAS, the parties hereto entered into Purchase Agreement 1485 dated as of October 25, 1988, relating to Boeing Model 757-222 aircraft, which agreement, as amended, together with all exhibits and specifications attached thereto and made a part thereof, is hereinafter called the "Purchase Agreement," (all capitalized terms used herein, unless otherwise specifically defined herein, shall have the meaning given to them in the Purchase Agreement) and

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

P.A. No. 1485

S6-1

1. ARTICLE 1, Subject Matter of Sale, is hereby deleted in its entirety and replaced with a new Article 1 as follows:

"ARTICLE 1. Subject Matter of Sale, Boeing shall sell and deliver to Buyer, and Buyer shall purchase from Boeing, Ninety-Four (94) Boeing Model 757-222 aircraft. [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]. Such Detail Specifications as so modified are by this reference incorporated in this Agreement and is hereinafter referred to as the "Detail Specification" or "Detail Specifications" as applicable. In connection with the sale and purchase of the Aircraft, Boeing shall also deliver to Buyer other things under this Agreement including data, documents, training and services."

2. ARTICLE 2, Delivery of Aircraft; Title and Risk of Loss, is hereby modified by revising the Block F Aircraft schedule to read:

Block F

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

3. Article 3.1 Basic Price, is hereby modified by inserting after Article 3.1 (i)(d) and immediately before 3.1 (ii) the following:

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1485 S6-2

4. Article 3.2 Purchase Price is revised to read:

"3.2 Purchase Price. The Purchase Price of each Aircraft shall be equal to the sum of the following items as determined at the time of such Aircraft delivery:

- (i) the basic price of such Aircraft;
- (ii) the Price Adjustment Due to Economic Fluctuations Airframe Price Adjustment as determined pursuant to Exhibit D (Price Adjustment Due to Economic Fluctuations - Airframe and Engine) attached hereto;
- (iii) the Engine Price Adjustment - Pratt & Whitney Blocks A, B, C and D Aircraft; Engine Price Adjustment- Pratt & Whitney Block E Aircraft; and Engine Price Adjustment - Pratt & Whitney (1995 Base Price) Block F Aircraft as determined pursuant to such Exhibit D; and
- (iv) such price adjustments applicable to such Aircraft as may be made pursuant to the provisions of this Agreement, including Exhibit E (Buyer Furnished Equipment Document) or other written agreements executed by Boeing and Buyer (the "Purchase Price")."

4. ARTICLE 5, Payment, is hereby modified by revising the schedule for the Block F Aircraft contained in Article 5.1 to read:

"Block F Aircraft"

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

5. The Block F Aircraft Configuration is set forth in Exhibit A-2, which is Attachment No. 1 hereto, and incorporated herein by this reference.

6. On Page D-1 of Exhibit D, the definition of "P" is revised to read:

"P" = Aircraft basic price (as set forth in Article 3.1 of the Agreement) less the base price of Engines (as defined in this Exhibit D) in the amount of:

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1485 S6-3

7. On Page D-3 of Exhibit D, entitled Price Adjustment Due to Economic Fluctuations, the following "Months to be Utilized in Determining the Value of H & W" are added to the table following the reference to the February 1991 Month of Scheduled Delivery:

Months of Scheduled Aircraft Delivery as Set Forth in Article 2.1 of the Agreement	Quantity of Aircraft	Months to be Utilized in Determining the Value of H & W
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[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Reference to the [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Months of Scheduled Aircraft Delivery, their corresponding Quantity of Aircraft and Months to be Utilized in Determining the Value of H & W are deleted in their entirety.

8. In order to separate the Blocks A, B, C and D Engine Price Adjustment Provisions (which are 1987 base year dollars) from the Block F Engine Price Adjustment Provisions (which are 1995 base year dollars) page 6 of Exhibit D is hereby deleted in its entirety and replaced by the new language contained in Attachment No. 1 hereto, which contains a new page 6. Such new page 6 is the same as the previous page 6 except that the new page 6 includes reference only to the Block A, B, C and D Aircraft. Exhibit D is also hereby modified by adding to the end of such Exhibit D the engine Price adjustment provisions for the Block F Aircraft which are contained in Attachment No. 2 hereto. Such attachments No. 2 and 3 are incorporated herein by reference.

9. Buyer agrees that the invoice for each Block F Aircraft will contain a [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] pursuant to paragraph No. 13 of Letter Agreement No. 6-1162-TML-1205.

10. Boeing agrees to [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] for the two (2) 757 Aircraft pursuant to paragraph 7 of Letter Agreement No. 6-1162-TML-1205 in the aggregate [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1485 S6-4

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

13. Paragraph 3.3 of Letter Agreement No. 6-1162-TML-388 provides that the [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

14. It is hereby agreed that this Supplemental Agreement shall be treated as privileged and confidential under the terms of Letter Agreement 6-1162-GKW-132.

P.A. No. 1485 S6-5

15. The Purchase Agreement shall be deemed to be supplemented to the extent herein provided and as so supplemented shall continue in full force and effect.

EXECUTED IN DUPLICATE as of the day and year first above written.

THE BOEING COMPANY

UNITED AIR LINES, INC.

By: /s/ M.O. Hurt

By: /s/ Douglas Hacker

Douglas A. Hacker

Its: Attorney-In-Fact

Its: Senior Vice President and

Chief Financial Officer

P.A. No. 1485

S6-6

Attachment No. 1
Supplemental Agreement No. 6
Purchase Agreement No. 1485
Page 7

EXHIBIT A-3

to

PURCHASE AGREEMENT NO. 1485

between

THE BOEING COMPANY

and

UNITED AIR LINES, INC.

BLOCK F AIRCRAFT CONFIGURATION

The Detail Specification, referred to in Article 1 of the Purchase Agreement for the Block F Aircraft, is Boeing [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Rev. J, dated January 29, 1996, and as revised to include Pratt & Whitney [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1485

S6-7

Attachment No. 2
Supplemental Agreement No. 6
Exhibit D to
Purchase Agreement No. 1485
Page 6

ENGINE PRICE ADJUSTMENT - PRATT & WHITNEY

BLOCKS A, B, C, and D AIRCRAFT

(a) The basic price of each Block A, B, C, and D Aircraft set forth in Article 3.1 of the Purchase Agreement includes an aggregate price for PW2037 engines and all accessories, equipment and parts therefor provided by the engine manufacturer (collectively in this Exhibit D called "Engines") of [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] The adjustment in Engine price applicable to each Block A, B, C, and D Aircraft ("Engine Price Adjustment" herein) shall be determined at the time of each Block A, B, C, and D F Aircraft (hereinafter "Aircraft") delivery in

accordance with the following formula:

$$Pa = (P + F) (AA + BB + CC) - P$$

(b) The following definitions shall apply herein:

$$Pa = \text{Engine Price Adjustment}$$

P = Aggregate Engine Base Price [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

$$AA = .60 \times \frac{L}{\$13.09}$$

$$BB = .30 \times \frac{M}{103.9}$$

$$CC = .10 \times \frac{E}{92.3}$$

In determining the value of AA, BB and CC, the ratio of L divided by \$13.09, M divided by 103.9 and E divided by 92.3 shall be expressed as a decimal and rounded to the nearest ten-thousandth but the decimal value resulting from multiplying such ratios by the respective constants (.60, .30 and .10) shall not be rounded. The value of the sum of AA + BB + CC shall also be rounded to the nearest ten-thousandth.

P.A. No. 1485 S6-8

L = Labor Index, which is the "Hourly Earnings of Aircraft Engines and Engine Parts Production Workers, SIC 3724 published by the Bureau of Labor Statistics, U.S. Department of Labor, for the seventh month preceding the month of scheduled Aircraft delivery.

P.A. No. 1485 S6-9

Attachment No. 3
Supplemental Agreement No. 6
Purchase Agreement No. 1485
Page 1

ENGINE PRICE ADJUSTMENT - PRATT & WHITNEY

(1995 BASE PRICE) BLOCK F AIRCRAFT

(a) The basic price of each Block F Aircraft set forth in this Agreement includes an aggregate price for PW2037 engines and all accessories, equipment and parts therefor provided by the engine manufacturer (collectively in this Exhibit D called Engines) of [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] The adjustment in Engine price applicable to each Block F Aircraft ("Engine Price Adjustment" herein) shall be determined at the time of each Block F Aircraft (hereinafter "Aircraft" delivery in accordance with the following formula:

$$Pa = (P + F) (AA + BB + CC) - P$$

(b) The following definitions shall apply herein:

$$Pa = \text{Engine Price Adjustment}$$

P = Aggregate Engine Base Price as set forth in paragraph (a) above.

AA = .60 x L

\$17.80

BB = .30 x M

130.6

CC = .10 x E

76.6

In determining the value of AA, BB and CC, the ratio of L divided by \$17.80, M divided by 130.6 and E divided by 76.6 shall be expressed as a decimal and rounded to the nearest ten-thousandth but the decimal value resulting from multiplying such ratios by the respective constants (.60, .30 and .10) shall not be rounded. The value of the sum of AA + BB + CC shall also be rounded to the nearest ten-thousandth.

P.A. No. 1485 S6-10

Attachment No. 3
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Page 2

L = Labor Index, which is the "Hourly Earnings of Aircraft Engines and Engine Parts Production Workers, SIC 3724" published by the Bureau of Labor Statistics, U.S. Department of Labor, for the seventh month preceding the month of scheduled Aircraft delivery.

\$17.80 = Published Labor Index (SIC 3724) for December, 1994.

M = Material Index, which is the "Producer Price Index - Code 10, Metals and Metal Products," (Base Year 1982 = 100) published by the Bureau of Labor Statistics, U.S. Department of Labor, for the seventh month preceding the month of scheduled Aircraft delivery.

130.6 = Published Material Index (Code 10) for December, 1994.

E = Fuel Index, which is the "Producer Price Index Code 5, Fuels and Related Products and Power" (Base Year 1982 = 100) published by the Bureau of Labor Statistics, U.S. Department of Labor, for the seventh month preceding the month of scheduled Aircraft delivery.

76.6 = Published Fuel Index (Code 5) for December, 1994.

F = 0.005 (N) (P). Where N = the calendar year of scheduled Engine delivery, minus 1995. For purposes of this calculation, Engine delivery is assumed to be three (3) months prior to the month of scheduled Aircraft delivery.

The Engine Price Adjustment shall not be made if it would result in a decrease in the aggregate Engine base price.

(c) The value of the Labor, Material and Fuel Index used in determining the Engine Price Adjustment shall be those published by the Bureau of Labor Statistics, U.S. Department of Labor as of a date thirty (30) days prior to the scheduled Aircraft delivery to Buyer. Such Index values shall be considered final and no revision to the Engine Price Adjustment shall be made after Aircraft delivery for any subsequent changes in published Index values.

(d) If the Bureau of Labor Statistics, U. S. Department of Labor, (i) substantially revises the methodology (in

P.A. No. 1485

S6-11

Attachment No. 3
Supplemental Agreement No. 6
Purchase Agreement No. 1485
Page 3

contrast to benchmark adjustments or other corrections of previously published data) or (ii) discontinues publication of any of the data referred to above, Pratt & Whitney Aircraft (P&WA) agrees to meet with Boeing and jointly select a substitute for the revised or discontinued data, such substitute data to lead in application to the same adjustment result, insofar as possible, as would have been achieved by continuing the use of the original data as it may have fluctuated had it not been revised or discontinued. Appropriate revision of the Engine Price Adjustment provisions set forth above shall be made to accomplish this result for affected Engines.

In the event the Engine Price Adjustment escalation provisions of this Agreement are made non-enforceable or otherwise rendered null and void by any agency of the United States Government, P&WA agrees to meet with Boeing and jointly agree, to the extent that they may lawfully do so, to adjust equitably the Purchase Price of any affected Engine(s) to reflect an allowance for increases in labor, material and fuel costs that occurred from December, 1994 to the seventh month preceding the month of scheduled delivery of the applicable Aircraft.

NOTE: Any rounding of a number, as required under this Exhibit D with respect to escalation of the Engine price, shall be accomplished as follows: if the first digit of the portion to be dropped from the number to be rounded is five or greater, the preceding digit shall be raised to the next higher number.

P.A. No. 1485

S6-12

Supplemental Agreement No. 6
Purchase Agreement No. 1663

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1485

S6-13

Supplemental Agreement No. 7

to

Purchase Agreement No. 1485

between

The Boeing Company

and

UNITED AIR LINES, INC.

Relating to Boeing Model 757-222 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 12 day of July, 1996, by and between THE BOEING COMPANY, a Delaware corporation (hereinafter called Boeing), and UNITED AIR LINES, INC., a Delaware corporation with its principal office in Elk Grove Township, Illinois (hereinafter called Buyer);

W I T N E S S E T H:

WHEREAS, the parties hereto entered into Purchase Agreement 1485 dated as of October 25, 1988, relating to Boeing Model 757-222 aircraft, which agreement, as amended, together with all exhibits and specifications attached thereto and made a part thereof, is hereinafter called the "Purchase Agreement," (all capitalized terms used herein, unless otherwise specifically defined herein, shall have the meaning given to them in the Purchase Agreement) and

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

P.A. No. 1485

S7-1

1. ARTICLE 1, Subject Matter of Sale, is hereby deleted in its entirety and replaced with a new Article 1 as follows:

"ARTICLE 1. Subject Matter of Sale, Boeing shall sell and deliver to Buyer, and Buyer shall purchase from Boeing, Ninety-Eight (98) Boeing Model 757-222 aircraft. [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Such Detail Specifications as so modified are by this reference incorporated in this Agreement and is hereinafter referred to as the "Detail Specification" or "Detail Specifications" as applicable. In connection with the sale and purchase of the Aircraft, Boeing shall also deliver to Buyer other things under this Agreement including data, documents, training and services.

2. ARTICLE 2, Delivery of Aircraft; Title and Risk of Loss, is hereby modified by adding the Block G Aircraft schedule:

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

3. Article 3.1 Basic Price, is hereby modified by revising Article 3.1(i)(e) to read:

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1485

S7-2

4. Article 3.2 Purchase Price is modified by revising Article 3.2(iii) to read:

"the Engine Price Adjustment - Pratt & Whitney Blocks A, B, C and D Aircraft; Engine Price Adjustment - Pratt & Whitney Block E Aircraft; and Engine Price Adjustment - Pratt & Whitney {1995 Base Price} Block F and G Aircraft as determined pursuant to such Exhibit D, and"

5. ARTICLE 5, Payment, is hereby modified by revising the price for the Block F Aircraft and adding Block G Aircraft contained in Article 5.1 to read:

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

6. Exhibit A-3 is revised to read as set forth in Attachment No. 1 hereto and incorporated herein by this reference.

7. On Page D-1 of Exhibit D, the definition of "P" is revised to read:

"P= Aircraft basic price (as set forth in Article 3.1 of the Agreement) less the base price of Engines (as defined in this Exhibit D) in the amount of:

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

8. On Page D-3 of Exhibit D, entitled Price Adjustment Due to Economic Fluctuations, the following "Months to be Utilized in Determining the Value of H & W" are added to the table following the reference to the December 1997 Month of Scheduled Delivery:

P.A. No. 1485

S7-3

Months of Scheduled Aircraft Delivery as Set Forth in Article 2.1 of the Agreement	Quantity of Aircraft	Months to be Utilized in Determining the Value of H & W
-----	-----	-----

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

9. In Exhibit D, the title:

"ENGINE PRICE ADJUSTMENT - PRATT & WHITNEY

(1995 BASE PRICE)BLOCK F AIRCRAFT"

is revised to read:

"ENGINE PRICE ADJUSTMENT - PRATT & WHITNEY

(1995 BASE PRICE) BLOCK F AND G AIRCRAFT"

Section (a) thereof is revised to read:

"(a) The basic price of each Block F and G Aircraft set forth in this Agreement includes an aggregate price for PW2037M engines and all accessories, equipment and parts therefor provided by the engine manufacturer (collectively in this Exhibit D called Engines) of [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY

WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] The adjustment in Engine price applicable to each Block F and G Aircraft ("Engine Price Adjustment" herein) shall be determined at the time of each Block F and G Aircraft {hereinafter "Aircraft"} delivery in accordance with the following formula:"

10. Buyer agrees the invoice for each Block G Aircraft will contain a [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]charge pursuant to paragraph 13 of Letter Agreement No. 6-1162-TML-1205.

11. Boeing agrees to [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]for the two (2) each October 1999 and November 1999 Model 737 Aircraft pursuant to paragraph 7 of Letter Agreement No. 6-1162-TML-1205 in the

P.A. No. 1485 S7-4

aggregate [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Delivery	Alternate APBP	Amount Owed	Credit From*	Difference
- - - - -	- - - - -	- - - - -	- - - - -	- - - - -

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1485 S7-5

17. It is hereby agreed that this Supplemental Agreement No. 7 shall be treated as privileged and confidential under the terms of Letter Agreement 6-1162-GKW-132.

18. The Purchase Agreement shall be deemed to be supplemented to the extent herein provided and as so supplemented shall continue in full force and effect.

EXECUTED IN DUPLICATE as of the day and year first above written.

THE BOEING COMPANY UNITED AIR LINES, INC.

By: /s/ M. O. Hunt By: /s/ Douglas Hacker

Its: Attorney in Fact Its: Senior Vice President
Chief Financial Officer

P.A. No. 1485 S7-6

EXHIBIT A-3

to

PURCHASE AGREEMENT NO. 1485

between

THE BOEING COMPANY

and

UNITED AIR LINES, INC.

BLOCK F AND G AIRCRAFT CONFIGURATION

The Detail Specification, referred to in Article 1 of the Purchase Agreement for the Block F and G Aircraft, is Boeing [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT], Rev. J, dated January 29, 1996, and as revised to include Pratt & Whitney [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1485 S7-1

Supplemental Agreement No. 7
Purchase Agreement No. 1485

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1485 1

Supplemental Agreement No. 7
Purchase Agreement No. 1485

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1485 2

1485-09
July 12, 1996

United Air Lines, Inc.
P.O. Box 66100
Chicago, Illinois 60666

Subject: Letter Agreement No. 1485-09
to Purchase Agreement No. 1485
[*CONFIDENTIAL MATERIAL OMITTED AND FILED
SEPARATELY WITH THE SECURITIES AND EXCHANGE
COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL
TREATMENT]

Reference is made to Purchase Agreement No. 1485 dated October
25, 1988, between The Boeing Company (Boeing) and United Air
Lines, Inc. (Buyer) relating to the sale by Boeing and the
purchase by Buyer of ninety eight (98) Model 757-222 aircraft
(the Purchase Agreement).

All terms used herein and in the Purchase Agreement, and not
defined herein, shall have the same meaning as in the Purchase
Agreement.

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

United Air Lines, Inc.
1485-09 Page 2

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

P.A. No. 1485

United Air Lines, Inc.
1485-09 Page 3

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

P.A. No. 1485

United Air Lines, Inc.
1485-09 Page 4

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

Very truly yours,

THE BOEING COMPANY

By /s/ M. O. Hunt

Its Attorney in Fact

ACCEPTED AND AGREED TO this

Date: July 12, 1996

United Air Lines Inc.

By /s/ Douglas A. Hacker

Its Senior Vice President and

Chief Financial Officer

P.A. No. 1485

Change Order No. 10 to
Purchase Agreement no. 1485
Page 1

CHANGE ORDER NO. 10
DATED February 1, 1996
TO
PURCHASE AGREEMENT NO. 1485
BETWEEN
THE BOEING COMPANY
AND
UNITED AIR LINES, INC.

Purchase Agreement No. 1485, dated October 25, 1988 between The Boeing Company and United Air Lines, Inc. as previously amended (the Agreement) is hereby further amended as follows:

I. Effect of Changes on Exhibit A (Detail Specification).

The attached Weight and Price Tabulation including the effects of the changes listed are hereby deemed incorporated into [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

II. Effect of Changes on the Purchase Agreement (Except Exhibit A).

The effects of the foregoing changes, except Rapid Revisions, are as follows:

A. Delivery schedule.

There is no change to the Aircraft delivery schedule as set forth in Article 2.1 of the Agreement on account of the attached changes.

B. Aircraft Price.

The Basic Price of each affected Model 757-222 Aircraft, as set forth in Article 3 of the Agreement is adjusted on account of the foregoing changes as follows:

Change Order No. 10 to
Purchase Agreement no. 1485
Page 2

Contract Delivery Month -----	Contract Block No. -----	1987 \$s STE Price Adjustment -----
April 1996	E	[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]
May 1996	E	
June 1996	E	

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

C. Advance Payment Base Price.

There is no change in the Advance Payment Base Prices set forth in Article 5.1 of the Agreement for the affected Aircraft.

SIGNED as of the day and year first above written.

THE BOEING COMPANY

By /s/ M.O. Hurt

Title Attorney-in-Fact

UNITED AIR LINES, INC.

By /s/ Douglas A. Hacker

Title Senior Vice President

and Chief Financial Officer

Change Order No. 10 to
Purchase Agreement no. 1485
Page 3

WEIGHT AND PRICE TABULATION

757-222

Post Contract Change Requests

Change Number	Change Title	Engineering Tab Block	MEW	OEW	Change Price (1987 \$s STE)
-----	-----	-----	---	---	-----

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Change Order No. 10 to
Purchase Agreement no. 1485
Page 4

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Change Order No. 10 to
Purchase Agreement no. 1485
Page 5

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Change Order No. 10 to
Purchase Agreement no. 1485
Page 6

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Change Order No. 10 to
Purchase Agreement no. 1485
Page 7

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Account Manager
Airplane Configuration

Change Order No. 10 to
Purchase Agreement no. 1485
Page 8

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

6-1162-MDH-150
July 12, 1996

United Air Lines, Inc.
P.O. Box 66100
Chicago, Illinois 60666

Subject: Letter Agreement No. 6-1162-MDH-150 to
Purchase Agreement No. 1485, 1595, 1602, 1663
and 1670 - [*CONFIDENTIAL MATERIAL OMITTED AND FILED
SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION
PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Gentlemen:

Reference is made to Purchase Agreement Nos. 1485, 1595, 1602, 1663 and 1670 (each individually a "Purchase Agreement", and collectively the "Purchase Agreements") between The Boeing Company ("Boeing") and United Air Lines, Inc. ("Buyer") relating to the sale by Boeing and the purchase by Buyer of 737, 747, 757, 767 and 777 aircraft (hereinafter referred to as the Aircraft).

This letter agreement ("Letter Agreement"), when accepted by Buyer, will become part of each Purchase Agreement and will evidence our further agreement with respect to the matters set forth below.

All terms used herein and in the Purchase Agreements, not defined herein, shall have the same meaning as in such Purchase Agreements. If there is any inconsistency between the terms of this Letter Agreement and any such Purchase Agreement or any Purchase Agreement Amendment thereto the terms of this Letter Agreement will govern.

United Air Lines, Inc.
6-1162-MDH-150 Page 2

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Supplemental Agreement No. 6 dated May 30, 1996 to
Purchase Agreement No. 1485

Supplemental Agreement No. 7 dated July 11, 1996 to
Purchase Agreement No. 1485

Supplemental Agreement No. 4 dated May 30, 1996 to
Purchase Agreement No. 1663

Supplemental Agreement No. 5 dated July 11, 1996 to
Purchase Agreement No. 1663

Supplemental Agreement No. 8 dated May 30, 1996 to
Purchase Agreement No. 1670

Supplemental Agreement No. 9 dated July 11, 1996 to
Purchase Agreement No. 1670

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

United Air Lines, Inc.
6-1162-MDH-150 Page 3

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE

United Air Lines, Inc.
6-1162-MDH-150 Page 4

A = B x C / (D-E) where

A	=	[*CONFIDENTIAL MATERIAL OMITTED
B	=	AND FILED SEPARATELY WITH
C	=	THE SECURITIES AND EXCHANGE
D	=	COMMISSION PURSUANT TO A REQUEST
E	=	FOR CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

1.2.1 Letter Agreement No. 1670-5R dated as of December 18, 1990, accepted and agreed to by Buyer on August 2, 1991 is amended to delete the Model 747-422 Option Aircraft listed in Attachment No. 2 hereto, and as so amended such Letter Agreement No. 1670-5R shall remain in full force and effect, and

1.2.2 the following letter agreements shall be deemed canceled and of no further force and effect:

Letter Agreement No.	Title	Purchase Agreement No.
-----	-----	-----
1485-8*	Option Aircraft (Block E)	1485
1663-5	Option Aircraft	1663
1595-4	Option Aircraft	1595

United Air Lines, Inc.
6-1162-MDH-150 Page 5

Notwithstanding the cancellation of Letter Agreement No. 1485-8, Boeing and Buyer agree the provisions of paragraph 11. [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] of Letter Agreement No. 6-1162-TML-388 shall be applicable to the [*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

United Air Lines, Inc.
6-1162-MDH-150 Page 6

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

United Air Lines, Inc.
6-1162-MDH-150 Page 7

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

United Air Lines, Inc.
6-1162-MDH-150 Page 8

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

United Air Lines, Inc.
6-1162-MDH-150 Page 9

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

United Air Lines, Inc.
6-1162-MDH-150 Page 10

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

United Air Lines, Inc.
6-1162-MDH-150 Page 11

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

United Air Lines, Inc.
6-1162-MDH-150 Page 12

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

United Air Lines, Inc.
6-1162-MDH-150 Page 13

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

United Air Lines, Inc.
6-1162-MDH-150 Page 14

4. Confidentiality.

This Letter Agreement is subject to the confidentiality provisions of the following Letter Agreements.

Letter Agreement No. -----	Purchase Agreement No. -----
6-1162-GKW-132	1485
6-1162-DLJ-886	1670
6-1162-DLJ-832	1663
6-1162-GKW-653	1595

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above. please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By /s/ M. O. Hunt

Its Attorney in Fact

ACCEPTED AND AGREED TO this
Date: July 12, 1996
UNITED AIR LINES, INC.

By Douglas A. Hacker

Its Senior Vice President and

Chief Financial Officer

Attachment No. 1 to
6-1162-MDH-150 Page 1

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

Attachment No. 1 to
6-1162-MDH-150 Page 1

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

Attachment No. 1 to
6-1162-MDH-150 Page 1

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

Attachment No. 1 to
6-1162-MDH-150 Page 1

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

Attachment No. 4 to
6-1162-MDH-150

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH
THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

Attachment No. 5 to
6-1162-MDH-150 Page 1

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

May 24, 1996
6-1162-RCN-870R3

United Air Lines, Inc.
Executive Offices
P.O. Box 66100
Chicago, IL 60666-0100

Attention: J. L. Pollock
Sr. Staff Representative
Aircraft Purchasing

Subject: [*CONFIDENTIAL MATERIAL OMITTED AND FILED
SEPARATELY WITH THE SECURITIES AND EXCHANGE
COMMISSION PURSUANT TO A REQUEST
FOR CONFIDENTIAL TREATMENT] Letter Agreement
No. 6-1162-TML-1205

Reference: Letter Agreement No. 6-1162-TML-1205, dated
April 28, 1993; [*CONFIDENTIAL MATERIAL OMITTED
AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE
COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Dear Jerry:

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

1. The following Supplemental Agreements contain either
[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT] Aircraft (as defined in the referenced
Letter Agreement).

Supplemental Agreement No. 5 to P.A. 1670
Supplemental Agreement No. 5 to P.A. 1485
Supplemental Agreement No. 6 to P.A. 1670
Supplemental Agreement No. 11 to P.A. 1602
Supplemental Agreement No. 7 to P.A. 1670
Supplemental Agreement No. 8 to P.A. 1670
Supplemental Agreement No. 4 to P.A. 1663
Supplemental Agreement No. 6 to P.A. 1485

The accounting given below is for the effect of the above
Supplemental Agreements with respect to the matters discussed in
the Reference Letter.

United Air Lines, Inc.
6-1162-RCN-870R3

2. A total of [*CONFIDENTIAL MATERIAL OMITTED AND FILED
SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT
TO A REQUEST FOR CONFIDENTIAL TREATMENT] pursuant to paragraph
no. 4 of the reference Letter Agreement. The status of these
[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT] is given below. The scheduled delivery
dates for the balance to go Aircraft are contained in Attachment
No. 1 hereto.

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL
OMITTED AND FILED SEPARATELY
WITH THE SECURITIES AND
EXCHANGE COMMISSION PURSUANT
TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL
OMITTED AND FILED SEPARATELY
WITH THE SECURITIES AND
EXCHANGE COMMISSION PURSUANT
TO A REQUEST FOR CONFIDENTIAL TREATMENT]

United Air Lines, Inc.
6-1162-RCN-870R3

[*CONFIDENTIAL MATERIAL
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WITH THE SECURITIES AND
EXCHANGE COMMISSION PURSUANT
TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

8. This letter is subject to the confidentiality provisions of Letter Agreement 6-1162-GKW-132 for Purchase Agreement 1485, Letter Agreement 6-1162-GKW-653 for Purchase Agreement 1595, Letter Agreement 6-1162-DLJ-886 for Purchase Agreement 1670, Letter Agreement 6-1162-DLJ-467 for Purchase Agreement 1602, and Letter Agreement 6-1162-DLJ-832 for Purchase Agreement 1663.

United Air Lines, Inc.
6-1162-RCN-870R3

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters addressed above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By /s/ M. Monica Fix

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 30, 1996

UNITED AIRLINES, INC.

By /s/ J.L. Pollock

Its Sr. Staff Specialist

Aircraft Purchasing

Attachment No. 1 to
6-1162-RCN-870R3

737

747

Delivery Date	Quantity	Delivery Date	Quantity
-----	-----	-----	-----

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

July 12, 1996
6-1162-RCN-870R4

United Air Lines, Inc.
Executive Offices
P. O. Box 66100
Chicago, IL 60666-0100

Attention: J. L. Pollock
Sr. Staff Representative
Aircraft Purchasing

Subject: [*CONFIDENTIAL MATERIAL OMITTED AND FILED
SEPARATELY WITH THE SECURITIES AND EXCHANGE
COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL
TREATMENT] Letter Agreement No. 6-1162-TML-1205

Reference: Letter Agreement No. 6-1162-TML-1205, dated April
28, 1993; [*CONFIDENTIAL MATERIAL OMITTED AND
FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE
COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL
TREATMENT]

Dear Jerry:

[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

1. The following Supplemental Agreements contain either
[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT] (as defined in the referenced Letter
Agreement).

Supplemental Agreement No.	5 to P.A. 1670
Supplemental Agreement No.	5 to P.A. 1485
Supplemental Agreement No.	6 to P.A. 1670
Supplemental Agreement No.	11 to P.A. 1602
Supplemental Agreement No.	7 to P.A. 1670
Supplemental Agreement No.	8 to P.A. 1670
Supplemental Agreement No.	4 to P.A. 1663
Supplemental Agreement No.	6 to P.A. 1485
Supplemental Agreement No.	9 to P.A. 1670
Supplemental Agreement No.	7 to P.A. 1485
Supplemental Agreement No.	5 to P.A. 1663

The execution of these Supplemental Agreements [*CONFIDENTIAL
MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND
EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL
TREATMENT] under Letter Agreement No. 6-1162-TML-1205 and any
balance excess or shortfall pursuant to Paragraph 6 herein, shall
be applied against paragraph 1.3.1.3 of Letter Agreement No. 6-
1162-MDH-150.

The accounting given below is for the effect of the above
Supplemental Agreements with respect to the matters discussed in
the Reference Letter.

2. A total of [*CONFIDENTIAL MATERIAL OMITTED AND FILED
SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT
TO A REQUEST FOR CONFIDENTIAL TREATMENT] pursuant to paragraph no.
4 of the reference Letter Agreement. The status of these
[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT] is given below.

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United Air Lines, Inc.
6-1162-RCN-870R4

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6-1162-RCN-870R4

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United Air Lines, Inc.
6-1162-RCN-870R4

8. This letter is subject to the confidentiality provisions of
Letter Agreement 6-1162-GKW-132 for Purchase Agreement 1485,
Letter Agreement 6-1162-GKW-653 for Purchase Agreement 1595,
Letter Agreement 6-1162-DLJ-886 for Purchase Agreement 1670,
Letter Agreement 6-1162-DLJ-467 for Purchase Agreement 1602, and
Letter Agreement 6-1162-DLJ-832 for Purchase Agreement 1663.

If the foregoing correctly sets forth your understanding of our
agreement with respect to the matters addressed above, please
indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By /s/ M. O. Hunt

Its Attorney in Fact

ACCEPTED AND AGREED TO this

Date: July 12, 1996

UNITED AIRLINES, INC.

By /s/ J. L. Pollock

Its Sr. Staff Specialist

Aircraft Purchasing

Exhibit 11

UAL Corporation and Subsidiary Companies
 Calculation of Fully Diluted Net Earnings Per Share
 (In Millions, Except Per Share)

	Three Months		Six Months	
	Ended June 30		Ended June 30	
	1996	1995	1996	1995
	----	----	----	----
Earnings:				
Earnings before preferred stock transactions and extraordinary item	\$ 226	\$ 151	\$ 233	\$ 154
Preferred stock dividends	(16)	(10)	(32)	(20)
Interest on convertible debentures	-	6	3	11
Earnings before preferred stock transactions and extraordinary item for fully diluted calculation	210	147	204	145
Preferred stock transactions	(15)	43	(21)	43
Extraordinary loss on early extinguishment of debt	(30)	-	(59)	-
Net earnings for fully diluted calculation	\$ 165	\$ 190	\$ 124	\$ 188
	=====	=====	=====	=====
Shares:				
Average number of shares of common stock outstanding during the period	57.5	49.2	53.9	49.3
Additional shares assumed issued at the beginning of the period (or at the date of issuance) for conversion of preferred stock	22.6	10.4	21.0	8.9
Additional shares assumed issued at the beginning of the period for conversion of convertible debentures	0.8	7.7	4.2	7.7
Additional shares assumed issued at the beginning of the period (or at the date of issuance) for exercises of dilutive stock options and stock award plans (after deducting shares				
assumed				
purchased under the treasury stock method)	2.5	2.3	2.5	2.3
Average number of shares for fully diluted calculation	83.4	69.6	81.6	68.2
	=====	=====	=====	=====
Fully diluted per share amounts:				
Earnings before preferred stock transactions and extraordinary item	\$ 2.53	\$ 2.12	\$ 2.49	\$ 2.13
Preferred stock transactions, net of tax	(0.18)	0.61	(0.25)	0.63
Extraordinary loss on early extinguishment of debt, net of tax	(0.36)	-	(0.73)	-
Net earnings	\$ 1.99	\$ 2.73	\$ 1.51	\$ 2.76
	=====	=====	=====	=====

Exhibit 12.1

UAL Corporation and Subsidiary Companies
 Computation of Ratio of Earnings to Fixed Charges

	Six Months Ended	
	June 30	
	1996	1995
	(In Millions)	
Earnings:		
Earnings before income taxes and extraordinary item	\$ 382	\$ 257
Fixed charges, from below	548	587
Undistributed earnings of affiliates	(32)	(23)
Interest capitalized	(39)	(22)
	-----	-----
Earnings	\$ 859	\$ 799
	=====	=====
Fixed charges:		
Interest expense	\$ 159	\$ 203
Portion of rental expense representative of the interest factor	389	384
	-----	-----
Fixed charges	\$ 548	\$ 587
	=====	=====
Ratio of earnings to fixed charges	1.57	1.36
	=====	=====

Exhibit 12.2

UAL Corporation and Subsidiary Companies

Computation of Ratio of Earnings to Fixed Charges

and Preferred Stock Dividend Requirements

	Six Months Ended	
	June 30	
	1996	1995
	(In Millions)	
Earnings:		
Earnings before income taxes and extraordinary item	\$ 382	\$ 257
Fixed charges, from below	600	625
Undistributed earnings of affiliates	(32)	(23)
Interest capitalized	(39)	(22)
	-----	-----
Earnings	\$ 911	\$ 837
	=====	=====
Fixed charges:		
Interest expense	\$ 159	\$ 203
Preferred stock dividend requirements	52	38
Portion of rental expense representative of the interest factor	389	384
	-----	-----
Fixed charges	\$ 600	\$ 625
	=====	=====
Ratio of earnings to fixed charges	1.52	1.34
	=====	=====

<ARTICLE> 5

<LEGEND>

THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM UAL CORPORATION'S STATEMENT OF CONSOLIDATED OPERATIONS FOR THE SIX MONTHS ENDED JUNE 30, 1996 AND CONDENSED STATEMENT OF CONSOLIDATED FINANCIAL POSITION AS OF JUNE 30, 1996 AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.

<MULTIPLIER> 1,000,000

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