

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549**

**FORM 8-K**

**CURRENT REPORT**

Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

**Date of Report: April 11, 2006**  
(Date of earliest event reported)

**UAL CORPORATION**  
(Exact name of registrant as specified in its charter)

<b>Delaware</b> (State or other jurisdiction of incorporation)	<b>1-6033</b> (Commission File Number)	<b>36-2675207</b> (I.R.S. Employer Identification No.)
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**1200 East Algonquin Road, Elk Grove Township, Illinois 60007**  
(Address of principal executive offices)

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

**Not Applicable**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01**      **Entry into a Material Definitive Agreement.**

On April 11, 2006, Douglas A. Hacker, Executive Vice President of UAL Corporation (the "Company") and United Air Lines, Inc. ("United"), entered into an Agreement, dated as of May 1, 2006 (the "Agreement"), with the Company and United in which he terminates his full time employment as an executive officer of the Company and United. Mr. Hacker will continue to be employed by United and perform services by being on call until the earlier of October 31, 2010 or the termination of his employment under the Agreement.

From the May 1, 2006 (the "Effective Date") until November 1, 2006, Mr. Hacker will not be paid any salary but will be paid his accrued but unused vacation as of the Effective Date, at a rate of \$8,558 per month for a period of six months. Commencing November 1, 2006 until October 30, 2008, Mr. Hacker will be paid a monthly salary of \$43,500, amounts he was previously entitled to under the UAL Corporation Executive Severance Policy (filed as Exhibit 10.8 to the Company's Form 10-K for the year ended December 31, 2005 (the "2005 10-K")). Beginning October 1, 2008 until October 31, 2010, he will be paid a monthly salary of \$1,000.

United will pay Mr. Hacker the amount of \$2,100,000 for his services in connection with the sale of the Company's subsidiary, MyPoints.com, Inc. This MyPoints payment shall be made in a single lump sum amount on November 1, 2006. In addition, Mr. Hacker will be entitled to payments under the Success Sharing Plan ("SSP") for 2006 until the Effective Date at the rate for Executive Vice Presidents, provided quarterly goals under the SSP are achieved. Subject to the above, Mr. Hacker will not be eligible for any payment under the Company's Performance Incentive Plan, SSP or any successor plans, including the Company's Management Equity Incentive Plan. In lieu of participation in any SSP or successor plans, United will make 24 monthly payments to Mr. Hacker in the amount of \$24,360 commencing November 1, 2006 and ending October 31, 2008, and pay him a monthly payment of \$560, commencing November 1, 2008 and ending October 31, 2010.

In addition, under the Agreement, Mr. Hacker agreed to withdraw and dismiss with prejudice any and all claims filed by him against the Company and United in the bankruptcy proceedings; provided that Mr. Hacker will retain his claim relating to his nonqualified Supplemental Retirement Benefits (computed on the basis as filed on his behalf by United).

Under the terms of the Agreement, he will also receive officer travel benefits through the term of the Agreement at which time he would receive the same travel benefits as other officers retiring at that time.

#### **Item 9.01 Financial Statements and Exhibits.**

##### **(c) Exhibits Description**

- 10.1 Letter Agreement, dated as of May 1, 2006, between UAL Corporation, United Air Lines, Inc. and Douglas A. Hacker

#### **SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

UAL CORPORATION

By: /s/ Paul R. Lovejoy

Name: Paul R. Lovejoy

Title: Senior Vice President,  
General Counsel and Secretary

Dated: April 14, 2006

Contract No: 169330

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of May 1, 2006 (the "Effective Date") between United Air Lines, Inc. ("UA") and UAL Corporation ("UAL", UA and UAL sometimes collectively referred to as "United") and Douglas A. Hacker (sometimes referred to as "Executive").

WHEREAS, Executive has served and is presently serving as an officer of UA (such position is hereinafter referred to as the "Executive Position"), and may hold various other positions and directorships with UA, UAL, or subsidiaries or affiliates thereof;

WHEREAS, United and Executive desire to fully settle and resolve any and all issues arising out of Executive's employment with United and the termination of his full time employment as an executive officer by United;

WHEREAS, United wishes to retain certain limited services of Executive, and Executive wishes to provide said services to United, in accordance with the terms and conditions set forth herein; and

WHEREAS, Executive has agreed to provide such services and to release United from certain liabilities, as set forth in this Agreement, arising out of Executive's ceasing to serve in the Executive Position;

NOW, THEREFORE, it is agreed by and between United and Executive as follows:

1. Relinquishment of Title; Continued Employment. At the Effective Date Executive shall cease to serve in the Executive Position and shall relinquish all titles at United and all of its subsidiaries and affiliates. Thereafter, and during the remaining Term (as defined in Paragraph 2(A) below), Executive will continue to be actively employed by United, but Executive will perform services for United by being "on call", including testifying on behalf of United, and subject to such other assignments consistent with Executive's experience and reasonably acceptable to Executive as may be reasonably requested by either the person who is Executive's supervisor immediately prior to the Effective Date (the "Supervisor") or the Supervisor's successor; provided that such requests shall not unreasonably interfere with any employment or business pursuits, including consulting, that Executive may be engaged in from time to time.

2. Time Period of Employment; Prior Agreement and Bankruptcy Claims.

A. United agrees to employ Executive and Executive agrees to be employed by United on the basis stated in Paragraph 1 from the Effective Date through the earlier of (i) 11:59 p.m. on October 31, 2010, or (ii) the termination of this Agreement and Executive's employment pursuant to Paragraph 4 hereof (such period, the "Term").

B. Notwithstanding the foregoing, if the Term ends pursuant to Paragraph 2(A)(ii) above, by virtue of the operation of Paragraph 4(A)(i), Executive's beneficiaries will have the benefits accorded to the beneficiaries of an active officer who dies.

C. At the end of the Term, Executive shall be deemed to have retired as an active officer of UA for purposes of United's then current (i) retiree medical plan and (ii) retiree travel policies in accordance with the terms of each plan or policy.

D. In the event that United exercises its right to modify the early retirement date for United officers, Executive will be entitled to retain the rights set out in Paragraph 2(C) and the Parties will meet and negotiate in good faith such other modifications to the terms of this Agreement to retain the relevant economic benefit to Executive and relevant economic obligations of United as are otherwise provided herein.

E. Executive agrees that effective on the Effective Date his agreement with United entered into on April 27, 2001 (the "2001 Agreement") is terminated; *provided that* pursuant to Paragraph 9(D) Executive shall retain his claim in the UAL bankruptcy matter relating to his nonqualified Supplemental Retirement Benefits (computed on the basis as filed on Executive's behalf by United).

3. Compensation and Benefits.

A. Salary. United will pay Executive his accrued but unused vacation as of the Effective Date at the rate of \$8,558 per month for a period of six (6) months ("6 Month Period"). Commencing November 1, 2006 and continuing until October 30, 2008, United will pay Executive a monthly salary in the amount of \$43,500.00. Commencing November 1, 2008 and continuing until October 31, 2010, United will pay Executive a monthly salary in the amount of \$1,000.00. Payments shall be paid on the same schedule as salary payments are made to actively employed officers of United from time to time, currently the 15th and last day of each month. Other than as set out in this Paragraph 3A., during the Term, Executive will not be entitled to any increase nor subject to any decrease in such salary payments. All payments made pursuant to this Paragraph 3 will be subject to withholding for taxes and other purposes as required by applicable law.

B. Incentive Compensation. Executive will not be eligible for an award under the Performance Incentive Plan (or any successor plan) for 2003 or any subsequent year. United will pay Executive a payment in the amount of \$2,100,000.00 for his services in connection with the sale of the Company's subsidiary MyPoints.com, Inc.. This MyPoints payment shall be made in a single lump sum amount on November 1, 2006. Executive will be entitled to payments under the Success Sharing Plan ("SSP") for 2006 until the Effective Date at the rate for Executive Vice Presidents, provided quarterly goals under the SSP are achieved. Subject to the preceding, Executive shall not be eligible for any payment under the PIP, SSP, Management Equity Incentive Plan ("MEIP") or any successor plans. In lieu of participation in any SSP, MEIP, or successor plans, United will make 24 monthly payments to Executive in the amount of \$24,360.00 commencing November 1, 2006 and ending October 31, 2008, and monthly payments in the amount of \$ 560.00 commencing November 1, 2008 and ending October 31, 2010.

C. Benefits. Executive shall be entitled to the following benefits during the Term:

(i) Transportation. United shall provide to Executive and his eligibles transportation of the type granted to

actively employed officers in accordance with company regulations and officer travel policies as revised from time to time.

(ii) Management Medical/Dental. Executive and his eligible dependents shall continue to be covered by the Management Medical/Dental Plan in the same manner as other active management employees, provided the appropriate payroll deductions are authorized for his portion of the cost for coverage under the Medical/Dental Plan.

(iii) Group Life Insurance. Executive shall continue to be eligible to be covered by Group Life Insurance including Contributory Life Insurance in accordance with the terms of the policies based on his annual salary amount immediately prior to the Effective Date, on the same basis as other active management employees, provided the appropriate payroll deductions are authorized by Executive.

(iv) Group Variable Universal Life. Executive shall be covered by Group Variable Universal Life Insurance based on his base salary immediate prior to the Effective Date, on the same basis as other active officers.

(v) Other Benefits. Executive will continue to be eligible to participate in the Flexible Spending Account, and will be eligible for payroll savings bonds on the same basis as other active employees. Executive will also be eligible to utilize the Credit Union subject to its rules. Executive shall be eligible for any financial consulting benefit provided to officers of United for qualifying services incurred prior to the Effective Date.

(vi) Vacation and Holidays. No vacation or holiday time will be accrued after the Effective Date.

(vii) Outplacement Benefits. Commencing on the Effective Date, Executive will be provided with outplacement assistance appropriate to the Executive Position held by the Executive prior to the Effective Date.

(viii) Office Equipment. Except as otherwise provided in this Paragraph 3(C)(viii), at the Effective Date Executive shall return all office equipment, access badges, parking cards, UATP cards, credit cards, computers, printers, fax machines, pagers and other wireless devices provided to him by United. Executive may purchase the laptop computer and Blackberry wireless device provided to him by United upon such terms and conditions as the Parties may agree prior to the Effective Date, *provided that* prior to the Effective Date Executive complies with such instructions as United may issue for the removal of United's proprietary information, the removal or transfer of any software licensed to United, and the termination of any wireless service agreements related to such equipment currently held in United's name or otherwise paid or reimbursed by United.

D. Each of the benefits enumerated in Paragraph 3(C) is subject to the plans, policies or programs governing the benefits and those practices, rules, and regulations of United, as in effect from time to time applicable to United's employees and officers.

#### 4. Termination of Employment Under Agreement.

A. Non-Election of Executive. Executive's employment under this Agreement shall terminate and Executive will no longer have the status of an active employee of United and with the exception of the payments during the Six Month Period under Paragraph 3(A) to the extent not yet paid, will no longer be entitled to any of the benefits of this Agreement (including the entitlement to the payment and benefits described in Paragraph 3(C)(i)-(vii), other than those required by law or otherwise vested), on the happening of the earliest of the following events:

(i) Executive's death (except that in such event payments required under Paragraphs 3(A) and 3(B) will continue);

(ii) Any material breach by Executive of Paragraph 6 through 9 hereof or the failure by Executive to provide notice to United pursuant to Paragraph 4(B)(i) hereof;

(iii) Executive's termination for Cause (as defined below).

For purposes hereof, "Cause" shall mean (a) the willful and continued failure by Executive to substantially perform Executive's duties with United (other than any such failure resulting from Executive's incapacity due to physical or mental illness) after a written demand for substantial performance is delivered to Executive by the Supervisor, which demand specifically identifies the manner in which the Supervisor believes that Executive has not substantially performed Executive's duties, and Executive shall not have substantially performed within a reasonable time after receipt of such notice, (b) the willful engaging by Executive in conduct, including any conduct that is a violation of Executive's duties set forth under Paragraph 7 or 8 hereof, which is demonstrably and materially injurious to United or its subsidiaries, monetarily or otherwise or (c) Executive's conviction for the commission of a felony. For purposes of clauses (a) and (b) of this definition, no act, or failure to act, on Executive's part shall be deemed "willful" unless done, or omitted to be done, by Executive not in good faith and without reasonable belief that Executive's act, or failure to act, was in the best interest of United.

B. Election of Executive. (i) During the Term, if Executive elects to terminate his employment for any reason, Executive will receive no further payments under Paragraphs 3(A) or 3(B) above, and will no longer be entitled to any benefits under Paragraph 3(C) (other than of the payments during the Six Month Period under Paragraph 3(A) to the extent not yet paid and benefits required by law or otherwise vested). Before

Executive's election to terminate under this paragraph can become effective, Executive must have provided United seven (7) days' written notice of his election by registered mail addressed to the General Counsel of United at its principal World Headquarters offices. Executive's termination of employment will be as of the seventh (7th) day after receipt by United of such notice, at which time he will no longer have the status of an active employee of United (including the entitlement to benefits described in Paragraph 3(C)(i)-(vii) other than benefits required by law or otherwise vested).

(ii) If Executive elects to take a Competitive Position (as defined below) with a Competitor (as defined below) prior to May 1, 2008:

(a) Upon agreeing to such employment he must immediately so notify United in writing by registered mail addressed to the General Counsel of United at its principal World Headquarters offices;

(b) will be deemed to have elected to terminate his employment under this Agreement (including the entitlement to benefits described in Paragraph 3(C); however, the Executive will continue to be entitled to the benefits described in Paragraph 3(C)(xi) and accrued vacation) effective as of the day Executive becomes employed by such Competitor; and

(c) will be entitled to no further compensation after such effective date.

For purposes of this Agreement, (1) "Competitor" means any airline or air carrier or any company affiliated, directly or indirectly, with another airline or air carrier, and (2) "Competitive Position" means becoming employed by, a member of the board of directors of, a consultant to, or to otherwise provide services of any nature to a Competitor directly or indirectly. If during the Term, Executive desires to provide services whether as a consultant, employee or otherwise to a Competitor and requests that United consent to such provision of such services, United will reasonably consider such request and will not unreasonably withhold, delay or condition its consent. In the event United consents to Executive's providing such services, there will not be a termination of the Executive's employment under the Agreement pursuant to this Paragraph 4(B)(ii).

C. Survival. Notwithstanding any termination of Executive's employment under this Agreement, Executive shall continue to be bound by (1) the provisions of Paragraphs 6 through 18 hereof, and (2) the provisions of Paragraph 4(B)(ii)(a) hereof.

5. Regulations. During his employment, Executive will be governed by applicable United regulations, as in effect from time to time, to the extent that such regulations are consistent with Executive's status as an on-call employee.

#### 6. Confidentiality.

A. For purposes of this Agreement "Confidential Information" shall mean and include, but not be limited to, the kinds of services provided or proposed to be provided by United to customers, the manner in which such services are performed or offered to be performed, information concerning United's fleet plan, cost structure, strategic plan, labor strategy, information concerning the creation, acquisition or disposition of products and services, personnel information, and other trade secrets and confidential or proprietary information concerning United's business, but shall not include information which (I) is or becomes generally available to the public other than as a result of a disclosure by Executive, (II) was available to Executive on a non-confidential basis prior to its disclosure by UAL or UA, or (III) becomes available to Executive on a non-confidential basis from a person other than UAL, UA or their officers, directors, employees or agents who is not otherwise bound by any confidentiality obligations with respect to the information provided to Executive (the "Confidential Information").

B. (i) Executive acknowledges that: (a) United's business is intensely competitive and that Executive's employment by United has required and during the Term may continue to require that Executive have access to and knowledge of Confidential Information of United, (b) the direct or indirect disclosure of any Confidential Information would place United at a disadvantage and would do damage, monetary or otherwise, to United's business, and (c) the engaging by Executive in any of the activities prohibited by this Paragraph 6 may constitute improper appropriation or use of such Confidential Information. Executive expressly acknowledges the trade secret status of the Confidential Information and that the Confidential Information constitutes a protectible business interest of United.

(ii) Whether directly or indirectly, individually, as a director, stockholder, owner, partner, employee, principal, or agent of any business, or in any other capacity, during the Term of this Agreement and for the two (2) year period thereafter, Executive shall not make known, disclose, furnish, make available or utilize any of the Confidential Information, other than in the proper performance of the duties contemplated under this Agreement. Executive shall return any tangible Confidential Information, including photocopies, extracts and summaries thereof, or any such information stored electronically on tapes, computer disks, or in any other manner that Executive has in his possession (a) on the Effective Date of this Agreement, (b) at the end of the Term, and (c) at such time as United requests Executive to do so.

(iii) Executive acknowledges and agrees that due to the confidential and proprietary nature of the Confidential Information he possesses, a breach or threatened breach by his of any of the provisions contained in this Paragraph 6 will cause United irreparable injury. Therefore, in addition to any other rights or remedies, Executive agrees that United shall be entitled to a temporary, preliminary, and permanent injunction enjoining or restraining Executive from any such violation or threatened violation, without the necessity of proving the inadequacy of monetary damages or the posting of any bond or security. Executive consents to jurisdiction for such enforcement in any state or federal court in the State of Illinois.

(iv) Executive further acknowledges and agrees that due to the uniqueness of his services and confidential nature of the Confidential Information he possesses, the covenants set forth herein are reasonable and necessary for the protection of the business and goodwill of United.

Executive understands that it is United's intent to have this promise of confidentiality enforced to its fullest extent. Accordingly, Executive and United agree that, if any portion of this promise of confidentiality is unenforceable, the court should still construe and enforce this promise of confidentiality to the fullest extent permitted by law.

C. Executive agrees to keep the terms of and circumstances surrounding this Agreement and of his working arrangement, as defined herein, confidential except that the source and amount of his income may be revealed as necessary for tax, loan purposes and the like.

#### 7. Non-Disparagement.

A. Executive agrees not to make, or cause to be made, any statement, observation or opinion, or communicate any information (whether oral or written, directly or indirectly) that (a) accuses or implies that United and/or any of its parents, subsidiaries and affiliates, together with their respective present or former officers, directors, partners, shareholders, employees and agents, and each of their predecessors, successors and assigns, engaged in any wrongful, unlawful or improper conduct, whether relating to Executive's employment (or the termination thereof), the business or operations of United, or otherwise; or (b) disparages, impugns or in any way reflects adversely upon the business or reputation of United and/or any of its parents, subsidiaries and affiliates, together with their respective present or former officers, directors, partners, shareholders, employees and agents, and each of their predecessors, successors and assigns.

B. United agrees not to willfully authorize any statement, observation or opinion (whether oral or written, direct or indirect) that is materially injurious to Executive and that (a) accuses or implies that Executive engaged in any wrongful, unlawful or improper conduct relating to Executive's employment with United or (b) disparages, impugns or in any way reflects adversely upon the reputation of Executive.

C. Nothing herein shall be deemed to preclude Executive or United from defending, pursuing or otherwise supporting Executive's agreed SERP claim as set forth in Paragraph 9(D) below or from providing truthful testimony or information pursuant to subpoena, court order or similar legal process.

8. Non-Solicitation of Employees: Executive agrees that Executive will not, during the Term, directly or indirectly, for the benefit of any Competitor (as defined in Paragraph 4(B) hereof) of United, solicit the employment or services of, hire, or assist in the hiring of any person eligible for the Performance Incentive Plan or any successor Plan.

#### 9. Assent and Release.

A. In consideration for the payments and benefits provided in this Agreement and except as set forth in paragraph 9(D), Executive hereby voluntarily, knowingly, willingly, irrevocably, and unconditionally releases UA and UAL together with their respective parents, subsidiaries and affiliates, and each of their respective officers, directors, employees, representatives, attorneys and agents, and each of their respective predecessors, successors and assigns (collectively, the "Releasees") from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, causes of action, rights, costs, losses, debts, and expenses of any nature whatsoever, known or unknown, which against them Executive or his successors or assigns ever had, now have or hereafter can, shall or may have (either directly, indirectly, derivatively or in any other representative capacity) by reason of any matter, fact or cause whatsoever arising from the beginning of time to the date of this Agreement, including without limitation all claims arising under Title VII of the Civil Rights Act of 1991, the federal Age Discrimination in Employment Act of 1967 ("ADEA"), the Americans with Disabilities Act of 1990, the Employee Retirement Income Security Act of 1974, the Family and Medical Leave Act of 1993, the Equal Pay Act of 1963, each as amended; and all other federal, state or local laws, rules, regulations, judicial decisions or public policies now or hereafter recognized, including but not limited to the California Fair Employment and Housing Act, the Colorado anti-discrimination laws, the Illinois Human Rights Act, the New Jersey Law Against Discrimination and the New York City and State Human Rights Law, each as amended. This release by Executive of the Releasees also includes, without limitation, all claims arising under each employee pension, employee welfare, and executive compensation plan of United now in effect or hereafter adopted, except for any benefits to be provided to Executive under this Agreement or in the normal course of Executive's employment through the Effective Date. Except as set forth in Paragraph 9(D), Executive agrees to withdraw and dismiss with prejudice any and all claims filed by Executive against United in the proceedings styled *In re UAL Corp.* in the United States Bankruptcy Court for the Northern District of Illinois. It is agreed that this paragraph shall survive termination of the Agreement. Nothing in this Paragraph 9 shall affect or impair any right that Executive has to either (1) indemnification pursuant to United's bylaws or applicable law or (2) any vested benefit under United's employee benefit plans.

B. Executive expressly acknowledges and agrees that, by entering into this Agreement, Executive is waiving any and all rights or claims that he may have arising under the ADEA, as amended, which have arisen on or before the date of execution of this Agreement. Executive further expressly acknowledges and agrees that:

(i) In return for this Agreement, Executive will receive compensation beyond that which he was already entitled to receive before entering into this Agreement;

(ii) Executive has been advised by United to consult with an attorney before signing this Agreement;

(iii) Executive was given a copy of this Agreement on or before March 24, 2006. Executive has been informed that Executive has not less than twenty-one (21) days from March 24, 2006 within which to consider the Agreement and, if Executive considers this Agreement for fewer than 21 days, then Executive agrees that he has had a reasonable period of time to consider the Agreement; and

(iv) Executive was informed that Executive had seven (7) days following the date of execution of the Agreement in which to revoke the Agreement. After seven (7) days this Agreement will become effective, enforceable and irrevocable unless written revocation is received by the undersigned from Executive on or before the close of business on the seventh (7th) day after Executive executed this Agreement. If Executive revokes this Agreement it shall not be effective or enforceable and Executive will not receive the compensation or benefits described in this Agreement.

C. Waiver of Unknown Claims: It is the intention of Executive and United in executing this Agreement that the same shall be effective as a bar to each and every claim, demand and cause of action hereinabove specified. In furtherance of this intention, Executive hereby expressly waives any and all rights and benefits conferred upon Executive by the provisions of SECTION 1542 OF THE CALIFORNIA CIVIL CODE, to the extent applicable to Executive, and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including as well those related to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and cause.

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY

AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Executive and UA acknowledges that Executive and UA may hereafter discover claims or facts in addition to or different from those which Executive and UA now knows or believes to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing this Agreement, may have materially affected this settlement.

D. Notwithstanding any other provision of this Agreement, Executive will retain the unsecured pre-petition claim filed on Executive's behalf by United in United's Chapter 11 reorganization proceedings for payment of a Senior Executive Retirement Plan benefit in the agreed amount of \$368,167.00, to be paid under the terms of the Debtors' Second Amended Joint Plan of Reorganization approved by the United States Bankruptcy Court for the Northern District of Illinois and effective as of February 1, 2006.

E. UA and UAL together with their respective parents, subsidiaries and affiliates, and each of their respective officers, directors, employees, representatives, attorneys and agents, and each of their respective predecessors, successors and assigns hereby expressly release Executive from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, causes of action, rights, costs, losses, debts, and expenses of any nature whatsoever, known or unknown, which UA or UAL ever had, now has or hereafter can, shall or may have (either directly, indirectly, derivatively or in any other representative capacity) by reason of any matter, fact or cause whatsoever arising from the beginning of time to the date of execution of this Agreement.

10. Non-Assignability; Assignment in the Event of Acquisition or Merger. This Agreement and the benefits hereunder are not assignable or transferable by Executive; the rights and obligations of United under this Agreement will automatically be deemed to be assigned by United to any corporation or entity into which United may be merged or consolidate.

11. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Illinois, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by the laws of, the State of Illinois, without regard to principles of conflict of laws.

12. Paragraph Reference. Any reference to paragraphs or subparagraphs shall be references to paragraphs or subparagraphs of this Agreement unless expressly stated otherwise.

13. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions or applications of this Agreement which can be given effect without the invalid provisions or application in accordance with the essential intent and purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable. Moreover, if any one or more of the provisions contained in this Agreement is held to be excessively broad as to duration, scope, activity or subject, such provisions will be construed by limiting and reducing them so as to be enforceable to the maximum extent compatible with applicable law and with the essential intent and purpose of this Agreement.

14. Supersedes Prior Agreement(s). This Agreement supersedes and voids any prior oral or written agreement relating in any way to Executive's employment with UA or UAL which may have been entered into between the parties hereto. Any change to this Agreement after the Effective Date must be in writing and must be executed by UA, UAL and Executive.

15. No Mitigation. United agrees that Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to Executive by United pursuant to this Agreement. Furthermore, the amount of any payment or benefit provided for in this Agreement shall not be reduced by any compensation earned by Executive as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by Executive to United, or otherwise.

16. Legal Fees; Arbitration. United shall pay Executive's reasonable legal fees in the amount of \$57,000.00 incurred by Executive in review of this Agreement and related to claims made by Executive in United's Chapter 11 reorganization proceedings. United shall also pay all reasonable legal fees and expenses incurred by Executive in disputing in good faith any issue hereunder or under the or in seeking in good faith to obtain or enforce any benefit or right provided under the terms of this Agreement. Payments requested by Executive pursuant to this Paragraph 16 shall be made, without exception, within five (5) business days after delivery of Executive's written requests for payment accompanied with such evidence of fees and expenses incurred as United reasonably may require. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Chicago, Illinois, in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association then in effect. Executive consents to arbitration in Chicago, Illinois, as set forth above, agrees that judgment may be entered in the courts of the State of Illinois on any such arbitration award, consents to the jurisdiction of the courts of Illinois, both state and federal, for the enforcement of any such arbitration award and agrees not to disturb such choice of forum. Notwithstanding the above, Executive further agrees that United may seek temporary, preliminary or permanent injunctive relief to enforce the provisions contained in Paragraph 6, without first proceeding to arbitration.

17. Representations by United. United hereby represents and warrants to Executive that; (a) the execution, delivery and performance of this Agreement by United have been duly authorized by all necessary actions by United, (b) this Agreement has been duly executed and delivered by United to Executive, and (c) this Agreement constitutes the valid and legally binding obligation of United and is enforceable against United in accordance with its terms.

18. No Administrative Claim. Executive hereby acknowledges and agrees that nothing in this Agreement, nor any breach thereof, shall give rise to administrative claim under sections 503 or 507 of the Bankruptcy Code and further agrees that he will not assert an entitlement to such administrative claim to the Bankruptcy Court or any other judicial or arbitral forum; provided, however, that the foregoing shall only apply in the event that United's bankruptcy case is converted to one under Chapter 7 of the United States Bankruptcy Code.

United and Executive, having read and understood this Agreement and, having consulted with others as appropriate, hereby agree to be bound by its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date, at the World Headquarters of United Air Lines, Inc., 1200 East Algonquin Road, Elk Grove Twp., Illinois 60007.



UNITED AIR LINES, INC.

By: /s/ Glenn F. Tilton  
Name: Glenn F. Tilton  
Title: Chairman, President and  
Chief Executive Officer

/s/ Douglas A. Hacker  
Douglas A. Hacker